

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-3

Urgent

Routine

AGENDA DATE June 17, 2014

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Purchase Road Deed Granting an Easement for Right of Way and Public Utility Purposes for the Hatch Road at Carpenter Road Intersection, from Parcel Owner Bava Farms, Assessor's Parcel Number (APN): 056-027-009 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase of the Road Easement on the parcel identified as Assessor's Parcel Number (APN): 056-027-009.
2. Authorize the Chairman of the Board to execute the agreement.

FISCAL IMPACT:

At this time, \$1,600 is necessary to compensate the property owner of parcel APN: 056-027-009 (Portion) for the acquisition of the easement. The easement is funded 100% from the Regional Transportation Impact Fee Program.

BOARD ACTION AS FOLLOWS:

No. 2014-294

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

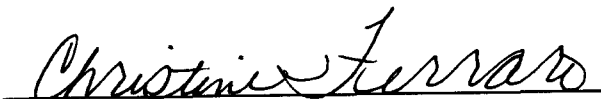
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Accept Road Deed Granting an Easement for Right of Way and Public Utility Purposes for the Hatch Road at Carpenter Road Intersection, from Parcel Owner Bava Farms, Assessor's Parcel Number (APN): 056-027-009 (Portion)

DISCUSSION:

The County has recently completed the construction of the Hatch Road at Carpenter Road Intersection project. To improve sight distance and thus enhancing safety at this intersection, the County is planning to acquire an easement for road right of way and public utility purpose (900± square feet). The owner of the property, Bava Farms, has agreed to this acquisition for a compensation of \$1,600. An appraisal was not ordered for this acquisition as the \$5,000 appraisal fee is significantly greater than the agreed upon compensation. The property owner has agreed to accept the following terms

Property Owner:	Bava Farms
Amount of Compensation:	\$1,600.00
Assessor's Parcel Number:	056-027-009 (portion)
Easement:	900 square feet

The Public Works Department is requesting Board approval for this compensation and acquisition.

POLICY ISSUES:

This action supports the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving visibility and safety at this intersection on the County road system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

DB:sn
L:\ROADS\9295 - Hatch Rd @ Carpenter Rd Intersection\Design\Board\Bava Farms_056-027-009\9295-Easement Acquisition_BavaFarmsBOS
5-13-14.pdf

Project: Hatch Road at Carpenter
Road Intersection
Grantor(s): Bava Farms
APN.: 056-027-009

AGREEMENT FOR PURCHASE OF ROAD DEED

This Agreement for Purchase of Road Deed is between the County of Stanislaus (County) and John Douglas Bava, Bava Farms (Grantor(s)). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantor(s) agrees to sell to County, and County agrees to purchase from Grantor(s), on the terms and conditions set forth in this Agreement, the real property interest described in the Exhibits attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS.

All documents necessary for the transfer of the Property shall be executed and delivered by Grantor(s) to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with N/A.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property is \$1,600 dollars (the "Purchase Price").

Road Deed / Easement (Exhibit 1)	\$1,600
900± square feet	
	Total: \$1,600

County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Grantor(s) shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Title insurance is not required.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

The Grantor(s) agree that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to

Agreement for Purchase

Bava Farms

Page 2 of 3

be paid to the property owner. The County will notify the Grantor(s) of any such claims prior to payment.

The Grantor(s) acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree(s) that the Purchase Price to be paid herein is in full settlement of any claims for compensation or damages that may have arisen, including, but not limited to, attorney fees, pre-condemnation damages, severance damages, business goodwill, or any other claim regarding the acquisition of the Property or construction of improvements thereon.

4. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor(s) authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. POSSESSION.

Grantor(s) agrees that immediately upon approval of this agreement by County, the County may enter upon and take possession of the Property.

6. HAZARDOUS WASTE MATERIAL

The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor(s)'s ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor(s) taking title to the Property.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or County law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

Agreement for Purchase

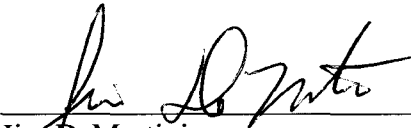
Bava Farms

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IN WITNESS WHEREOF, the parties have executed this Agreement on June 17, 2014 as follows:

COUNTY OF STANISLAUS

GRANTOR(S)



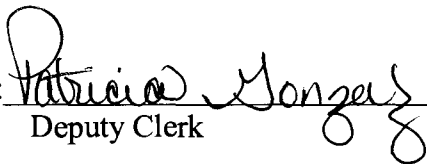
Jim DeMartini
Chairman of the Board of Supervisors



John D. Bava, Bava Farms

ATTEST:

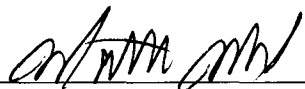
Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By: 

Patricia Gonzalez
Deputy Clerk

APPROVED AS TO CONTENT:

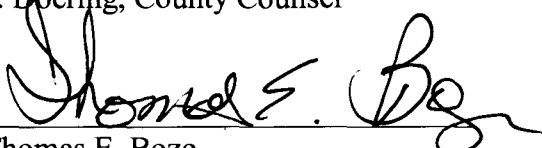
Department of Public Works

By: 

Matthew Machado, Director

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

Bava Farms
APN:056-027-009

"Exhibit 1"

6/17/14 *C-3



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2014-0046356-00

Thursday, JUL 17, 2014 14:04:43
Ttl Pd \$0.00 Rcpt # 0003546076
DMP/R2/1-4

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

RETURN TO:
STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1716 MORGAN ROAD
MODESTO, CA 95358

ROAD NAME: CANT ENTER ROAD

APN: 056-027-009

ROAD DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Bava Farms, A California General Partnership

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California an easement for road right-of-way and public utility purposes in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A" AND "B"

BAVA FARMS, A CALIFORNIA GENERAL PARTNERSHIP

(sign) John Douglas Bava

(print) JOHN Douglas BAVA

Dated: 3/18/2014

APPROVED as to description: LSE

Dated: 3/14/2014

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated March/14 2014 From Bava Farms to County of Stanislaus a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on May 12, 1998 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

Matt Machado, Director of Public Works
of Stanislaus County, State of California

By Matt Machado

Dated: 3/12/14

448

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On March 18, 2014 before me, Keimi Espinoza, Notary Public
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, John Douglas Bava

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Keimi Espinoza (SEAL)
NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Road Deed: Bava Farms, A California General Partnership, Carpenter Road (APN: 056-027-009)

DATE OF DOCUMENT _____ NUMBER OF PAGES 4

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT
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RIGHT THUMBPRINT
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WEST LINE OF SECTION 7

CENTERLINE

N 43°03'53" E
11.97'

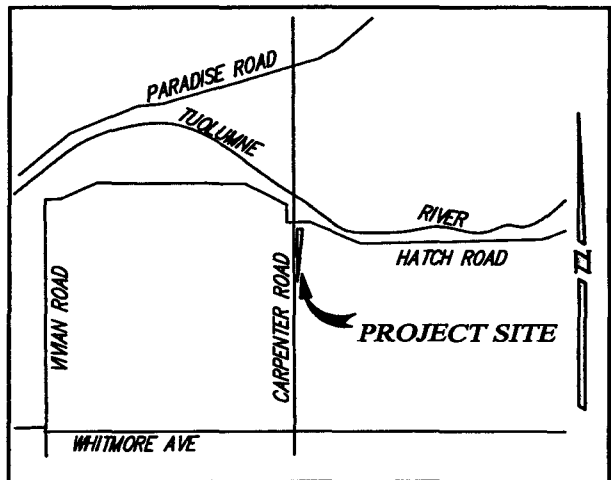
HATCH ROAD

RIGHT-OF-WAY EASEMENT

PARCEL A
42-PM-2, S.C.R.

Vicinity Map

NOT TO SCALE



CARPENTER ROAD

N 02°12'03" W 211.73'
S 00°00'38" W 220.32'

POINT OF BEGINNING

N 87°47'57" E
50.00'

EXISTING RIGHT-OF-WAY LINE

N 02°12'03" W
181.21'

SCALE: 1"=100'

N 00°17'30" W
976.07'

①

BC

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC LENGTH
①	01°54'33"	6000.00'	199.93'

POINT OF COMMENCEMENT
WEST QUARTER CORNER SECTION 7,
T. 4 S., R. 9 E.
(CS 1577)



Handwritten signature and date: 9-7-12



EXHIBIT "B"
RIGHT-OF-WAY EASEMENT

DR. BY:	C. JOHNSON
PROJECT:	
DATE:	08-31-12
SHEET NO:	1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT

A strip of land, varying in width, for use as a right-of-way easement, being a portion of Parcel A as shown on the Parcel Map filed in Volume 42 of Parcel Maps, at Page 2, Stanislaus County Records, situate in a portion of the west half of Section 7, Township 4 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, said easement being more particularly described as follows:

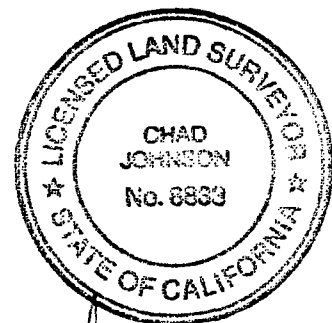
Commencing at the west 1/4 Corner of said Section 7 and being a point on the centerline of Carpenter Road as shown on the map titled "Road Department Survey, Carpenter Road" filed as County Survey 1577 and dated April 17, 1961; thence northerly, along said centerline, the following three courses:

1. North 00°17'30" West 976.07 feet to the beginning of a curve, concave to the west, having a radius of 6000.00 feet;
2. thence along the arc of said curve, through a central angle of 01°54'33", an arc distance of 199.93 feet;
3. thence North 02°12'03" West 181.21 feet;

thence North 87°47'57" East 50.00 feet to a point on the existing right-of-way line of Carpenter Road as shown on said Parcel Map filed in Volume 42 of Parcel Maps, at Page 2 and the **Point of Beginning** of the herein described easement; thence North 02°12'03" East, along said right-of-way line, 50.00 feet east from and parallel with the centerline of said Carpenter Road, a distance of 211.73 feet to an angle point in said right-of-way line, thence North 43°03'53" East along said right-of-way line, a distance of 11.97 feet; thence South 00°00'38" West, a distance of 220.32 feet to the said right-of-way line of Carpenter Road and the Point of Beginning.

containing 898 square feet, more or less.

END DESCRIPTION



Chad Johnson
9-7-12

COMPANY ADDRESS:

BAVA FARMS
 3104 VALDEZ DR.
 MODESTO, CALIF. 95355

DATE: 3/18/2014		
INVOICE # 10	P. O. NUMBER: N/A	

BILL TO: STANISLAUS
 County Public Works
 Morgan Road
 Modesto, Calif. 95352

CONT:
 CIO David Leahmon
 10th St PLAZA.
 Modesto, Calif. 95352

ITEM /	AREA /	DESCRIPTION	QUANTITY	RATE	AMOUNT
Construction of stop light at Carpenter bridge	900± J.B. 800 sq ft.	Took off 800 sq ft. of property from landlord at the corner of Carpenter & Hatch for turn lane	400± J.B. 800 sq ft.	≈ 1.78 J.B. 2.00/sq ft.	\$ 1600.00
ITEM SUMMARY:		April 1st 2014			
0% Tax:					
SUBTOTAL:					
TOTAL:				TOTAL:	\$ 1600.00

MESSAGE:

Thank you for your business!