

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

DEPT: Public Works

BOARD AGENDA #: *C-5

AGENDA DATE: June 28, 2016

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road Bridge Project, Grantor: R & S De Pauw Trust and P.C. De Pauw Trust

BOARD ACTION AS FOLLOWS:

No. 2016-345

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Vice-Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works
Urgent Routine

BOARD AGENDA #: *C-5
AGENDA DATE: June 28, 2016



CEO CONCURRENCE: 4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road Bridge Project, Grantor: R & S De Pauw Trust and P.C. De Pauw Trust

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the property for the Crows Landing Road Bridge Project, Grantor: R & S De Pauw Trust and P.C. De Pauw Trust, Assessor's Parcel Numbers: 049-003-010 (portion) and 049-003-011 (portion).
2. Authorize the Chairman of the Board to execute the Agreement for Acquisition of Properties.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Crows Landing Road Bridge was built in 1949 and consists of a steel stringer and steel plate girder superstructure on reinforced concrete wall piers and reinforced concrete pile bents with reinforced concrete winged abutments. The entire bridge span is approximately 670 linear feet in length and the Average Daily Traffic volume is approximately 6,700 vehicles per day. Per the latest Caltrans bridge report issued in September 2011 and Federal Highway Association's 1995 Coding Guide, this bridge has been determined to be vulnerable to damage if there is a significant flood event on the San Joaquin River. The bridge is also on the Local Seismic Safety Retrofit Program list due to seismic deficiencies, and the bridge is listed as functionally obsolete. The proposed replacement bridge will improve safety and capacity within this segment of Crows Landing Road. The bridge replacement project was approved by the Board of Supervisors on August 13, 2013.

The County needs to acquire Right-of-Way (ROW) from R & S De Pauw Trust, an undivided 50% interest, and P.C. De Pauw Trust, an undivided 50% interest, to accomplish this project. The properties are located at approximately 14201 Crows Landing Road, Crows Landing, California. The property owners have agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road Bridge Project, Grantor: R & S De Pauw Trust and P.C. De Pauw Trust

Property Owners:	R & S De Pauw Trust and P.C. De Pauw Trust
Amount of Compensation:	\$136,600
Assessor's Parcel Number:	049-003-010 and 049-003-011 (portions)
Right-of-Way Acquisition Area:	2.064± Acres permanent easement (approximate) 3.772± Acres Temporary Construction Easement

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by Overland, Pacific, and Cutler, Inc., the consultant contracted with the County for all-inclusive engineering and project delivery services.

The \$141,600 for the purchase of this ROW is funded 100% from the Public Facilities Fees-Regional Transportation Impact Fee program and consists of \$136,600 for compensation associated with the purchase of this property, and \$5,000 for estimated title insurance and escrow fees.

Overall, in order to construct the project, ROW acquisitions are required from four parcels. Acquisitions are still being negotiated with the owner of the other parcel.

The \$141,600 has been previously approved and is available in the 2016-2017 Public Works Road Projects Budget.

POLICY ISSUE:

The Board of Supervisors' approval is necessary for all agreements for acquisition of property per Government Code section 6950.

FISCAL IMPACT:

The Crows Landing Road Bridge Project has been estimated to cost \$18,500,000, which is funded by the Highway Bridge Program, State Local Seismic Safety Retrofit Program (Proposition 1B) match, and County Public Facilities Fees-Regional Transportation Impact Fee. The purchase of the Right-of-Way for \$141,600 is part of the larger project and will be funded from County Public Facilities Fees-Regional Transportation Impact Fee. No budget adjustment is necessary as the cost of this acquisition was included in the 2016-2017 Public Works Road Projects Budget.

Cost of recommended action:		\$ 141,600
Source(s) of Funding:		
Regional Transportation Impact Fee	\$ 141,600	
Funding Total:		<u>\$ 141,600</u>
Net Cost to County General Fund		<u><u>\$ -</u></u>

Fiscal Year:	2016-2017
Budget Adjustment/Appropriations needed:	No

Fund Balance as of May 31, 2016 \$15.6 million

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by improving intersection safety and reducing greenhouse gas emissions by improving traffic flow in this area of Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Agreement for Acquisition of Property
2. Road Deed
3. Temporary Construction Easement

ATTACHMENT 1

Agreement for Acquisition of Property

Project: Crows Landing Road Bridge Project
Grantor(s): **Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust 02/07/11, as amended, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust 09/2710, as amended**
APN(s): 049-003-010 and 049-003-011

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and **Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, as to an undivided 50% interest, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended, as to an undivided 50% interest**, (Grantors). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. **PROPERTY.**

Grantors agree to sell to County, and County agrees to purchase from Grantors, 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/ESCROW.**

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

This transaction shall be handled through an escrow with First American Title Company, 1506 H Street, Modesto, CA 95354, phone: (209) 529-5000.

3. **PURCHASE PRICE AND TITLE.**

The consideration to be paid by the County for the Property is as follows:

Road Deed:		
1.172 Acres (Bottom land) x \$2,500/Acre		\$ 2,930.00
0.892 Acres (Orchard land) x \$27,500/Acre		\$ 24,530.00
Temporary Construction Easement:		
2.216 Acres (Bottom land) x \$2,500/Acre x 10% (2 yrs)		\$ 1,108.00
1.556 Acres (Orchard land) x \$27,500/Acre x 10% (2 yrs)		\$ 8,558.00
Crop Loss: 2 Acres x 2,500 lbs./acre x 4.20/lb. (\$21,00 annual gross income) – 2 Acres x \$2,200/acre (\$4,440 annual operating costs) = \$16,600 (net annual operating income) x 5 years		\$ 83,000.00

**Agreement for Purchase
De Pauw Trust
Page 2 of 5**

Field Restoration: New trees (\$6 x 246=\$1,476), Planting trees (\$1.50 x 246=\$369), Level ground (\$650), Ground prep (\$4,700), Compost & fertilizer (\$1,200), Retrench & replace irrigation system (\$7800)	\$ 16,195.00
Damages	\$ n/a
Benefits	\$ n/a
Total (rounded)	\$136,600.00

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. Grantors 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.

Good, marketable and insurable title to the Property interest shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property interest vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

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

The Grantors 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 be paid to the property owner. The County will notify the Grantors of any such claims prior to payment.

Grantors acknowledge that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantors may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantors waive any and all claims, including, but not limited to, claims for attorney fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantors hereby agree and consent to dismissal of said action. Grantors waive any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

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) Grantors authorize 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 agrees that immediately upon approval of this Agreement by County, the County may enter upon and take possession of the Property. County agrees to leave that portion of said tract of land for the upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the Grantor, which the County may find it necessary to remove or relocate in order to construct or reconstruct said Project to be replaced as nearly in their original condition and position as is reasonably possible. Grantor also agrees this does not include those items for compensation by County to Grantor for Field Restoration within the temporary easement area.

6. TEMPORARY CONSTRUCTION EASEMENT.

It is mutually agreed and understood by the Grantor and by County as follows:

- (a) Temporary Easement shall commence on Close of escrow and shall continue for a period of two (2) years. County shall have the option, at its sole discretion, to extend the term of the Temporary Easement, under the same terms and conditions of this Agreement for Acquisition of Property , for one (1) additional year for a total Temporary Easement term not to exceed three (3) years. The County's exercise of the term extension option shall not be effective or binding upon County unless and until the same has been approved by the appropriate official action of County and communicated in writing to the Grantor.
- (b) In the event County exercises its option to extend the term of the Temporary Contruction Easement, the rental rate for the land to be paid by County to Grantor shall be that same rental rate as established in this Agreement per year, representing the same rental rate of land as provided in paragraph 3. hereinabove.

Temporary Construction Easement:

2.216 Acres (Bottom land) x \$2,500/Acre x 10% (1 yr)	\$ 554.00
1.556 Acres (Orchard land) x \$27,500/Acre x 10% (1 yr)	\$ 4,279.00
Crop Loss: 2 Acres x 2,500 lbs./acre x 4.20/lb. (\$21,000 annual gross income) – 2 Acres x \$2,200/acre (\$4,440 annual operating costs) = \$16,600 (net annual operating income) x 1 year	\$ 16,600.00

7. HAZARDOUS WASTE MATERIAL.

The Grantors hereby represent and warrant that during the period of Grantor's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantors further represent and warrant that Grantors have no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantors 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 State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

8. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor.

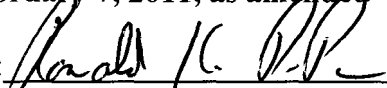
IN WITNESS WHEREOF, the parties have executed this Agreement on June 28, 2016 as follows:

COUNTY OF STANISLAUS




WILLIAM O'BRIEN
Vice-Chair, Board of Supervisors

**GRANTORS:
The R & S De Pauw Trust dated
February 7, 2011, as amended**

By: 

Ronald K. De Pauw, Trustee

By: 

Susan A. De Pauw, Trustee

ATTEST:
Elizabeth A. King
**Clerk of the Board of Supervisors of the
County of Stanislaus, State of California**

By: 

Deputy Clerk

**The P. C. De Pauw Trust dated
September 27, 2010, as amended**

By: 

Philip C. De Pauw, Trustee

**APPROVED AS TO CONTENT:
Department of Public Works**



Matthew Machado, Director

**APPROVED AS TO FORM:
John P. Doering
County Counsel**

By: 

**Amanda DeHart
Deputy County Counsel**

Exhibit "A"
Legal Description
Crows Landing Road Right of Way Dedication
APN 049-003-010 & 049-003-011

Being a portion of Parcel 2 of the Grant Deed recorded as document number 2014-0078962 official records of Stanislaus County, being more particularly described as follows;

Commencing at a found monument in the centerline of Crows Landing Road as said centerline is shown on Stanislaus County Map #1657, said monument being located and the southerly terminus of the centerline course bearing North 11°07'21" East and having a grid distance of 598.46 feet;

Thence along said centerline North 11°07'21" East, 2.46 feet;

Thence leaving said centerline, North 78°52'39" West 45.00 feet to a point on the westerly Right of Way line of said Crows Landing Road and the **Point of Beginning**;

Thence from said **Point of Beginning**, North 78°53'03" West, 46.00 feet;

Thence along the arc of a non-tangent curve, concave westerly, having a radius of 1908.96 feet from a radial that bears South 78°57'03" East, through a central angle of 06°09'07", for a distance of 204.97 feet;

Thence North 04°53'50" East, 269.54 feet;

Thence along the arc of a tangent curve, concave southeasterly, having a radius of 1391.00 feet, through a central angle of 35°14'50", for a distance of 855.72 feet;

Thence North 40°08'34" East, 44.28 feet to a point on the easterly line of said Grant Deed;

Thence along said easterly line, South 36°26'23" West, 146.46 feet;

Thence, South 11°03'11" West, 247.81 feet; to a point on said westerly Right of Way line of Crows Landing Road;

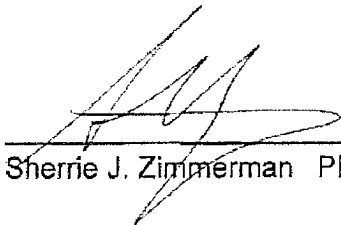
Thence along said westerly Right of Way line and along the arc of a non-tangent curve, concave easterly, having a radius of 1350.00 feet from a radial that bears North 63°29'18" West, through a central angle of 15°23'22", for a distance of 362.60 feet;

Thence South 78°52'39" East, 5.00 feet;

Thence South 11°07'21" West, 596.34 feet to the Point of Beginning.

Said parcel contains ±2.064 acres more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.



Sherrie J. Zimmerman PLS 8964 3/12/15
Date

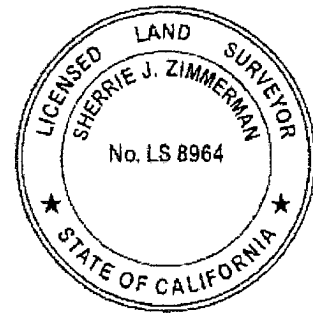
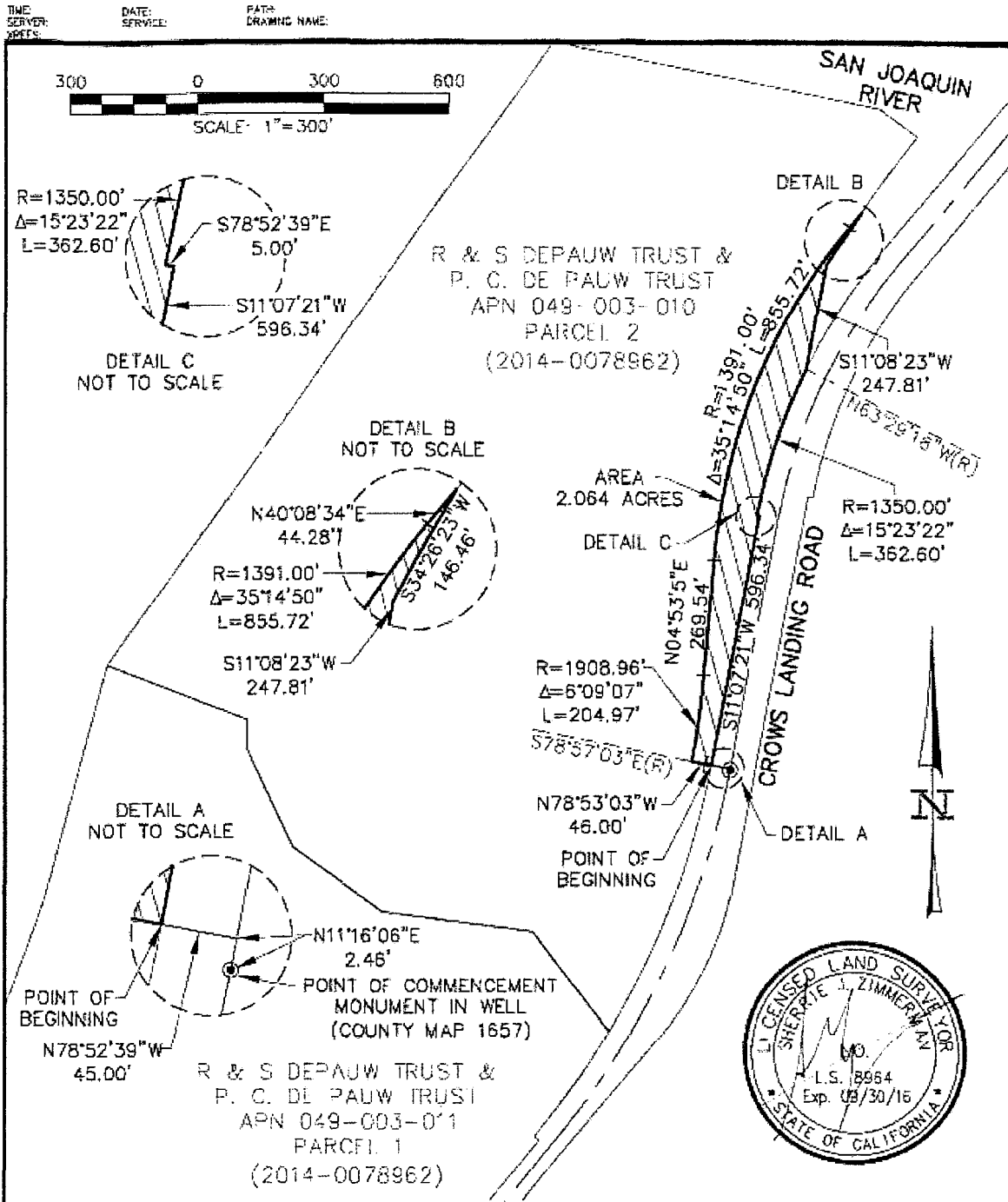


Exhibit "B"



<p>BEYOND ENGINEERING</p> <p>2406 NATOMAS PARK DRIVE, 4TH FLOOR, SACRAMENTO, CA 95833 916.441.9700 TEL 916.441.8222 FAX 916.441.9700</p>	EXHIBIT "B" RIGHT OF WAY DEDICATION CROWS LANDING ROAD	SHEET NUMBER 1
	PREPARED FOR: COUNTY OF STANISLAUS DATE SUBMITTED: MARCH 2015	OF 1 SHEETS JOB NUMBER SAB044100

ATTACHMENT 2

ROAD DEED

27

Recording Requested by:
First American Title Company

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2016-0092495-00

Acct 503-First American Title Co
Wednesday, NOV 23, 2016 08:00:00
Ttl Pd \$0.00 Rcpt # 0003896730
JAR/R3/1-6

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: Crows Landing Rd at
Carpenter Rd Bridge
APNs: 049-003-010 and 049-003-011

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EXEMPT FROM R&T
code 11922

Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended,

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, for road purposes, all that real property in the County of Stanislaus, State of California, described as:

SEE EXHIBIT "A" AND "B"

Dated: 10-31-16

THE R & S DE PAUW TRUST DATED
FEBRUARY 7, 2011, AS AMENDED

By: Ronald K. De Pauw
Ronald K. De Pauw, Trustee

By: Susan A. De Pauw
Susan A. De Pauw, Trustee

THE P. C. DE PAUW TRUST DATED
SEPTEMBER 27, 2010, AS AMENDED

By: Philip C. De Pauw
Philip C. De Pauw, Trustee

5 JB

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On 5-11-16 before me, Lucie Lucas, Notary
Public, personally appeared Ronald K. DePauw

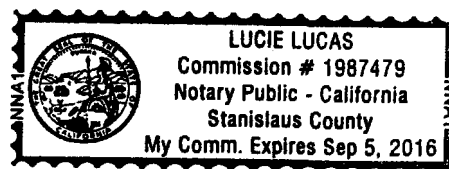
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the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

Signature Lucie Lucas

(Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On 5-11-16 before me, Lucie Lucas, Notary
Public, personally appeared Susan A. DePauw

_____, 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:

Signature *Lucie Lucas*

(Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On 5-11-16 before me, Lucie Lucas, Notary
Public, personally appeared Phillip C. DeFauw

_____, 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.
Signature Lucie Lucas

(Seal)



Exhibit "A"
Legal Description
Crows Landing Road Right of Way Dedication
APN 049-003-010 & 049-003-011

Being a portion of Parcel 2 of the Grant Deed recorded as document number 2014-0078962 official records of Stanislaus County, being more particularly described as follows;

Commencing at a found monument in the centerline of Crows Landing Road as said centerline is shown on Stanislaus County Map #1657, said monument being located and the southerly terminus of the centerline course bearing North 11°07'21" East and having a grid distance of 598.46 feet;

Thence along said centerline North 11°07'21" East, 2.46 feet;

Thence leaving said centerline, North 78°52'39" West 45.00 feet to a point on the westerly Right of Way line of said Crows Landing Road and the **Point of Beginning**;

Thence from said **Point of Beginning**, North 78°53'03" West, 46.00 feet;

Thence along the arc of a non-tangent curve, concave westerly, having a radius of 1908.96 feet from a radial that bears South 78°57'03" East, through a central angle of 06°09'07", for a distance of 204.97 feet;

Thence North 04°53'50" East, 269.54 feet;

Thence along the arc of a tangent curve, concave southeasterly, having a radius of 1391.00 feet, through a central angle of 35°14'50", for a distance of 855.72 feet;

Thence North 40°08'34" East, 44.28 feet to a point on the easterly line of said Grant Deed;

Thence along said easterly line, South 36°26'23" West, 146.46 feet;

Thence, South 11°03'11" West, 247.81 feet; to a point on said westerly Right of Way line of Crows Landing Road;

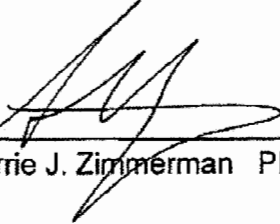
Thence along said westerly Right of Way line and along the arc of a non-tangent curve, concave easterly, having a radius of 1350.00 feet from a radial that bears North 63°29'18" West, through a central angle of 15°23'22", for a distance of 362.60 feet;

Thence South 78°52'39" East, 5.00 feet;

Thence South 11°07'21" West, 596.34 feet to the **Point of Beginning**.

Said parcel contains ±2.064 acres more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

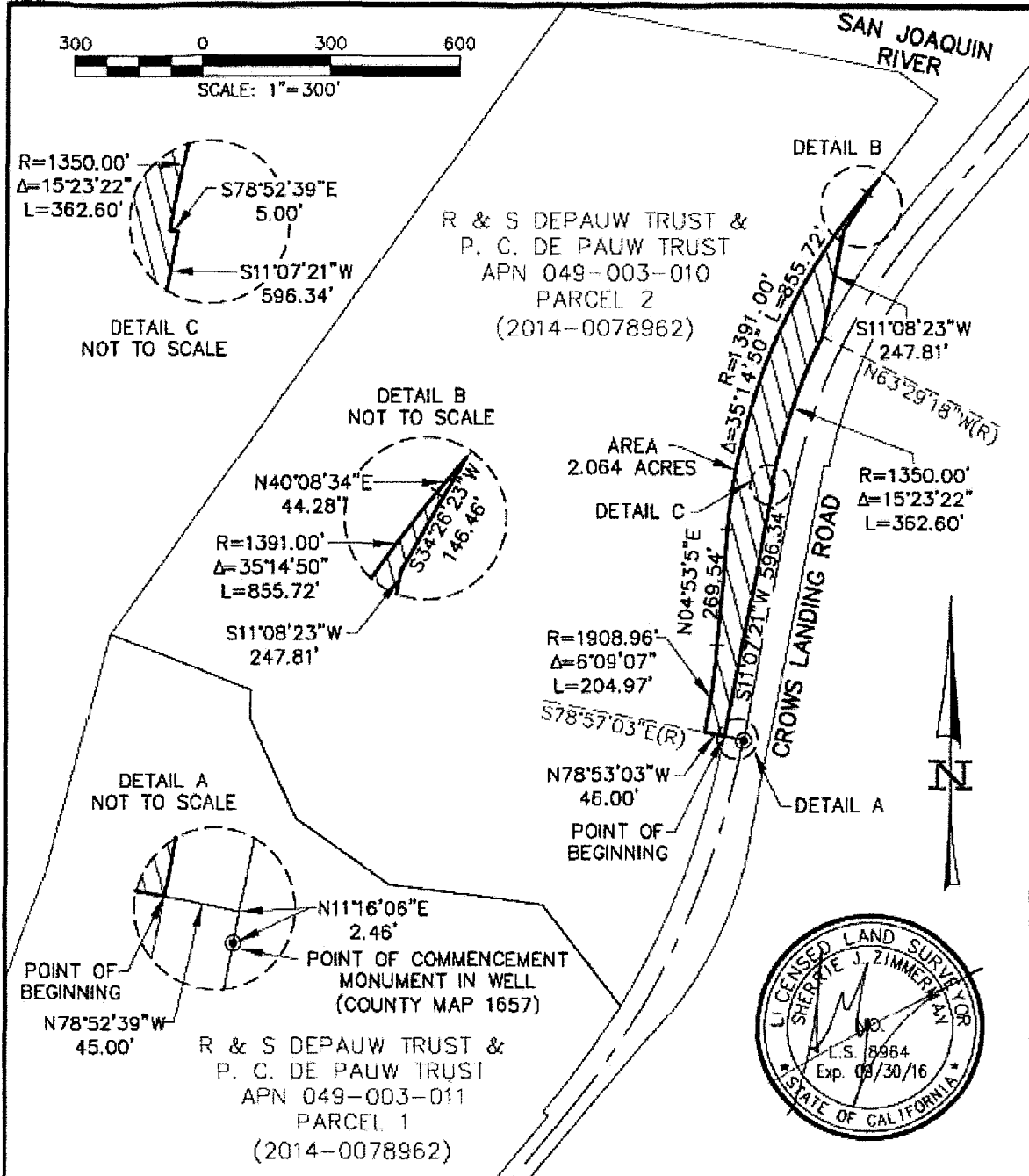


Sherrie J. Zimmerman PLS 8964 3/12/15 Date



Exhibit "B"

TITLE: _____ DATE: _____ PATH: _____
 SERVER: _____ SERVICE: _____ DRAWING NAME: _____
 SHEETS: _____



<p>BEYOND ENGINEERING 3400 NATIONAL PARK DRIVE, 4TH FLOOR, SACRAMENTO, CA 95833 916.481.9772 916.481.9773 FAX 916.481.9774</p>	EXHIBIT "B" RIGHT OF WAY DEDICATION CROWS LANDING ROAD	SHEET NUMBER 1
	PREPARED FOR: COUNTY OF STANISLAUS DATE SUBMITTED: MARCH 2015	OF 1 SHEETS JOB NUMBER 8AB044100

APPROVED as to description: _____ Dated: _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

*This is to certify that the interest in real property conveyed by the deed or grant dated _____
From Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended,
and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended, to County of Stanislaus, a
political subdivision of the State of California, 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 _____ in accordance with the provisions of Government Code Section 27281, and the
grantee consents to recordation thereof by its duly authorized officer.*

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

By _____ Dated: _____

ATTACHMENT 3
TEMPORARY CONSTRUCTION EASEMENT

24



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Stanislaus County
Dept of Public Works
1716 Morgan Rd
Modesto, CA 95358

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2016-0092494-00

Acct 503-First American Title Co
Wednesday, NOV 23, 2016 08:00:00
Ttl Pd \$0.00 Rcpt # 0003896729
JAR/R3/1-9

Space Above This Line for Recorder's Use Only

A.P.N.: 049-03-010

File No.:5005-4507248A (JV)

TEMPORARY CONSTRUCTION EASEMENT

aud

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

9 JB

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: Crows Landing Road at
Carpenter Road Bridge
APN: 049-003-010

TEMPORARY CONSTRUCTION EASEMENT

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

Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended,

*does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, a **temporary construction easement** for access and construction purposes in the real property in the County of Stanislaus, State of California, described as:*

SEE EXHIBIT "A" AND "B"

**THE R & S DE PAUW TRUST DATED
FEBRUARY 7, 2011, AS AMENDED**

By: 
Ronald K. De Pauw, Trustee

By: 
Susan A. De Pauw, Trustee

**THE P. C. DE PAUW TRUST DATED
SEPTEMBER 27, 2010, AS AMENDED**

By: 
Philip C. De Pauw, Trustee

AKA: Phillip C. De Pauw

Dated: 5-11-14

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

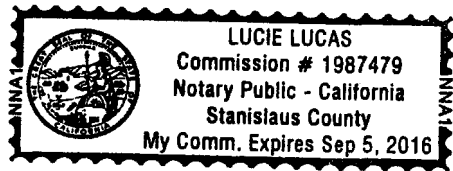
On 5-11-16 before me, Lucie Lucas, Notary
Public, personally appeared Ronald K. DePauw

_____, 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.
Signature Lucie Lucas

(Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

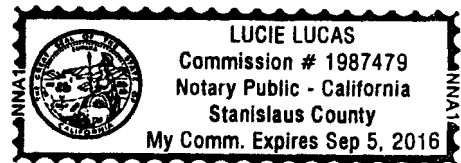
On 5-11-16 before me, Lucie Lucas, Notary
Public, personally appeared Susan A. DePauw

_____, 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.
Signature Lucie Lucas

(Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On 5-11-16 before me, Lucie Lucas, Notary
Public, personally appeared Phillip C. DePauw

_____, 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.

Signature Lucie Lucas

(Seal)



Exhibit "A"
Legal Description
Temporary Construction and Staging Easement
APN 049-003-010

Being a portion of Parcel 2 of the Grant Deed recorded as document number 2014-0078962 official records of Stanislaus County, being more particularly described as follows;

Commencing at a found monument in the centerline of Crows Landing Road as said centerline is shown on Stanislaus County Map #1657, said monument being located and the southerly terminus of the centerline course bearing North 11°07'21" East and having a grid distance of 598.46 feet;

Thence along said centerline North 11°07'21" East, 153.64 feet;

Thence leaving said centerline, North 78°52'39" West 97.20 feet to the **Point of Beginning**;

Thence from said **Point of Beginning**, North 37°50'46" West, 387.59 feet;

Thence North 52°24'49" East, 262.00 feet;

Thence North 45°28'00" West, 27.56 feet;

Thence along the arc of a non-tangent curve concave southeasterly having a radius of 1491.00 feet from a radial that bears North 79°05'47" West, through a central angle of 29°14'28", for a distance of 760.93 feet;

Thence North 40°08'34" East, 262.33 feet to a point on the northerly line of said Grant Deed;

Thence along said northerly line, South 54°02'49" East, 86.48 feet to a most northeasterly corner of said Grant Deed;

Thence along the easterly line of said Grant Deed South 37°22'53" West, 167.84 feet;

Thence South 34°26'23" West, 57.00 feet;

Thence leaving said easterly line, South 40°08'34" West 44.28 feet;

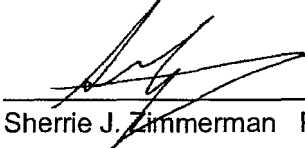
Thence along the arc of a non-tangent curve concave southeasterly having a radius of 1391.00 feet from a radial that bears North 41°51'20" West, through a central angle of 35°14'51", for a distance of 855.72 feet;

Thence South 04°53'50" West, 269.54 feet;

Thence along the arc of a curve concave westerly having a radius of 1908.96 feet, through a central angle of 01°36'33", and an arc distance of 53.62 feet to the **Point of Beginning**.

Said parcel contains ±3.832 acres more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.



Sherrie J. Zimmerman PLS 8964 03/14/16 Date

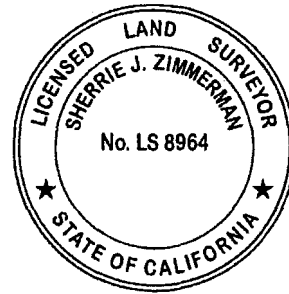
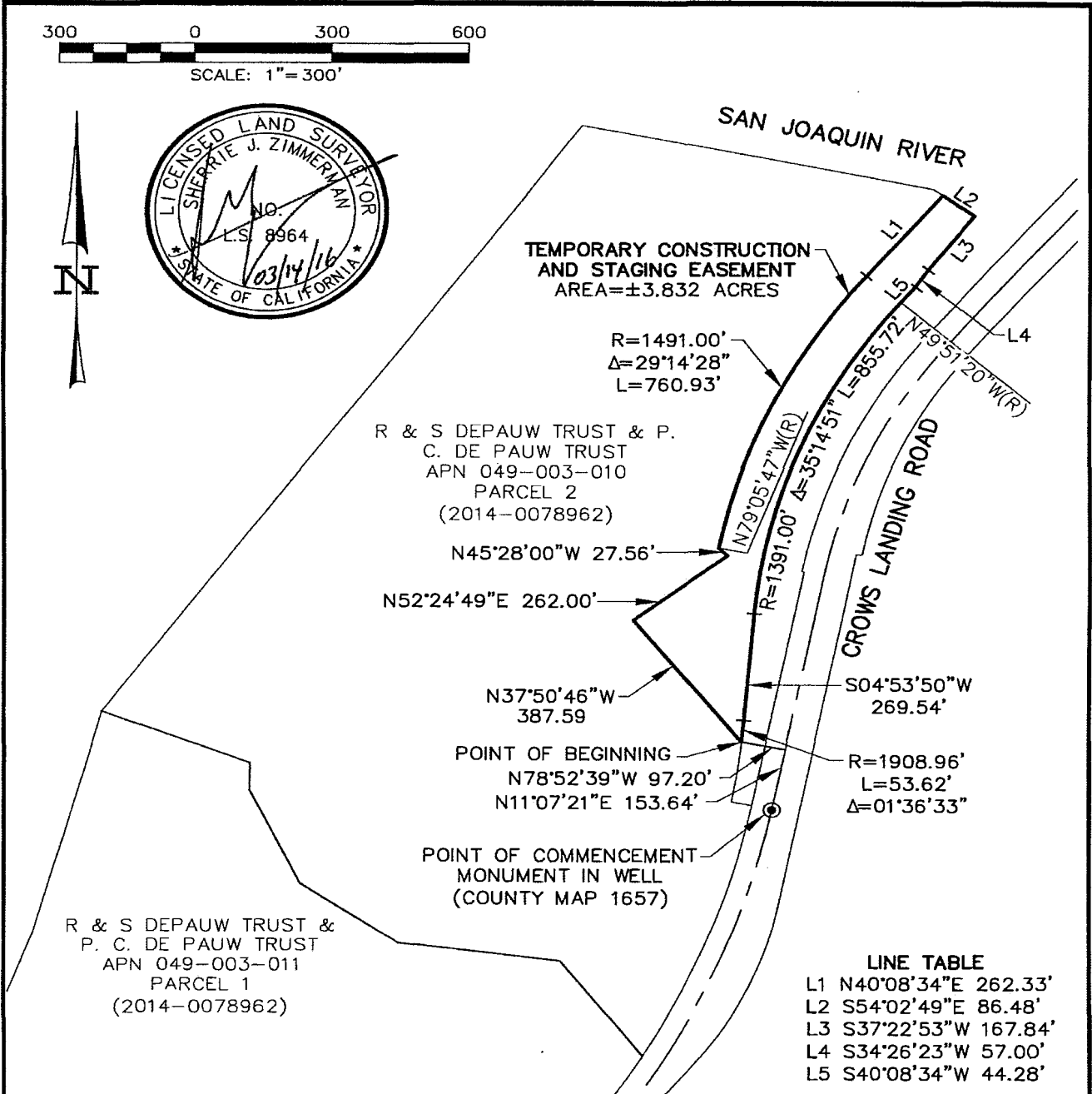
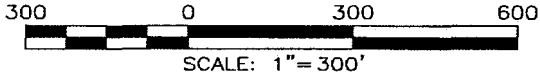


Exhibit "B"

TIME: _____ DATE: _____ PATH: _____
 SERVER: _____ SERVICE: _____ DRAWING NAME: _____
 XREFS: _____



LINE TABLE

L1	N40°08'34"E	262.33'
L2	S54°02'49"E	86.48'
L3	S37°22'53"W	167.84'
L4	S34°26'23"W	57.00'
L5	S40°08'34"W	44.28'

N|V|5
 NOLTE VERTICAL FIVE
 NOLTE ASSOCIATES, INC.
 2325 HATOMAS PARK DRIVE, STE. 300, SACRAMENTO, CA. 95833
 916.419.0070 TEL. 916.419.2222 FAX WWW.NV5.COM

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
CROWS LANDING ROAD
 PREPARED FOR: COUNTY OF STANISLAUS DATE: MARCH 2016


SHEET NUMBER
1
 OF 1 SHEETS
 JOB NUMBER
SAB044100

APPROVED as to description: _____ Dated: _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

*This is to certify that the interest in real property conveyed by the deed or grant dated _____
From Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended,
and Phillip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended, to County of Stanislaus, a
political subdivision of the State of California, 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 _____ in accordance with the provisions of Government Code Section 27281, and the
grantee consents to recordation thereof by its duly authorized officer.*

**Matthew Machado, Director of Public Works
of Stanislaus County, State of California**

By  Dated: 11/16/16



First American Title Company

1508 H Street • Modesto, CA 95354

Office Phone:(209)529-5000 Office Fax:(866)386-0973

Estimated Settlement Statement

Property Address: crows landing road, Newman, CA 95360 File No: 5005-4507248A
 Officer: Jackie Ventimiglia/JV
 Estimated Settlement Date:
 Disbursement Date:
 Print Date: 10/31/2016, 2:31 PM


Buyer: County of Stanislaus
 Address:
 Seller: RONALD K. DE PAUW AND SUSAN A. DE PAUW, TRUSTEES; PHILIP C. DE PAUW, TRUSTEE
 Address: crows landing road, Newman, CA 95360

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Consideration:		
136,600.00		Total Consideration		136,600.00
		Title/Escrow Charges to:		
75.00		Recording Services to First American Title Company		
740.00		Escrow Fee to First American Title Company		
50.00		Notary/Signing Fee to First American Title Company		
400.00		ALTA Owners Policy Standard to First American Title Company		
	137,865.00	Cash (X From) (To) Buyer		
		Cash (X To) (From) Seller	136,600.00	
137,865.00	137,865.00	Totals	136,600.00	136,600.00

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

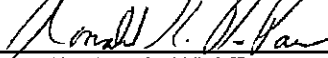
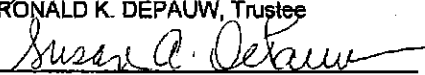
BUYER(S):

COUNTY OF STANISLAUS

By: 
 Name: Matthew Machado
 Title: Director of Public Works

SELLER(S):

RONALD K. DE PAUW AND SUSAN A. DE PAUW, TRUSTEES OF THE R & S DE PAUW TRUST DATED FEBRUARY 7, 2011 AS AMENDED


 RONALD K. DEPAUW, Trustee

 SUSAN A. DE PAUW, Trustee

PHILIP C. DE PAUW, TRUSTEE OF THE P.C. DE PAUW TRUST DATED SEPTEMBER 27, 2010, AS AMENDED


 PHILIP C. DE PAUW, Trustee

Initials: _____

This Company conducts the handling of escrow business pursuant to Department of Insurance, State of California, License Number CA, 151.



First American Title

First American Title Company
1506 H Street
Modesto, CA 95354
(209)529-5000
Fax - (866)917-5397

SALE CLOSING ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**
Jackie Ventimiglia, Escrow Officer

File No.: **5005-4507248A (JV)**

Date: **October 31, 2016**

Estimated Closing Date:

Purchase Price: **136,600.00**

Re: **crows landing road, Newman, CA 95360 ("Property")**
County of Stanislaus ("Buyer")

RONALD K. DE PAUW and SUSAN A. DE PAUW and PHILIP C. DE PAUW, TRUSTEE ("Seller")

These instructions are not intended to alter, modify or change the purchase contract and/or escrow instructions between the parties hereto, including the California Purchase Agreement and Joint Escrow Instructions ("Agreement") with any addendums/amendments thereto, for the above referenced property except with respect to the following:

Final Approvals: Buyer's and Seller's signatures on the estimated settlement statements to be presented to Escrow Holder prior to the close of escrow will constitute their specific acknowledgement to Escrow Holder that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

Deposits to Escrow: The balance of the down payment and/or purchase price and closing costs shall be deposited with Escrow Holder by wired funds to Escrow Holder's bank, F.A. Trust, according to wire instructions provided to the Buyer by Escrow Holder. Please note that our wire instructions **do not change**. If you receive an e-mail or any other communication that appears to be generated from a First American employee that contains new, revised or altered bank wire instructions to a bank other than F.A. Trust, consider it suspect and call our office at a number you trust.

Vesting: Buyer directs that title to the Property be vested as follows:

COUNTY OF STANISLAUS

Grant Deed: Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer's written vesting instructions.

Title Approval: Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow,

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

- 1. Delinquent general and special taxes, assessments and/or bonds
- 2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
- 3. Deed(s) of Trust not assumed by Buyer
- 4. The following items which are specifically disapproved by Buyer: _____

Buyer initial(s): _____

(Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer as part of this escrow and general and special taxes and assessments which as of the date of close of escrow are a lien not yet due and payable.

Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

Local Transfer Forms: Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications, or physical modifications such as sewer laterals, in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Obligations." Buyer and Seller further acknowledge and agree that the completion or submittal of these Local Transfer Obligations shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Obligations.

In the event Escrow Holder agrees to receive any forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any related forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

Estimated Settlement Statement: Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement".

Fire Insurance: The undersigned acknowledges lender's requirement of fire insurance coverage. Insurance Agent and Company Name: _____ Phone Number: _____ Policy/Endorsement is to be supplied prior to close of escrow. Escrow holder is authorized and instructed to pay any premium due necessary to satisfy lender's requirements.

Escrow not responsible for payment of bills: The parties acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements. If bills are submitted by Seller, Buyer or their agents after the settlement statements have been approved, they will be charged to the respective party as verbally instructed by the submitting party.

Prorations: All prorations for the Property are to be handled in escrow as reflected on the "Estimated Settlement Statement." The parties understand and agree that (1) Escrow Holder will **not** prorate municipal utilities, and (2) the transfer of the utilities must be handled by the parties outside of escrow.

Warranty Regarding Encumbrances: The undersigned warrant and guarantee that there are no outstanding liens or Deeds of Trust or Mortgages affecting the property, other than those shown on the preliminary report described herein. Initials ASD JK

Document/Funds Delivery: After Close of Escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

Escrow General Provisions: The parties acknowledge receipt of and agree to the Escrow General Provisions, which are incorporated by reference. Those Provisions, among other things, require the resolution of disputes by arbitration on an individual basis; class actions and jury trials are not permitted.

Funds Held Fee: In the event funds remain in escrow for any reason more than 90 days after the Close of Escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

SELLER:

Ronald K. De Pauw
RONALD K. DE PAUW

Susan A. De Pauw
SUSAN A. DE PAUW

PHILIP C. DE PAUW, TRUSTEE OF THE
P.C. DE PAUW TRUST DATED
SEPTEMBER 27, 2010, AS AMENDED

Philip C. De Pauw
PHILIP C. DE PAUW, Trustee

Please indicate your forwarding address and phone number:

22006 Kilburn Rd
Crows Landing, Ca 95313

Home Phone: _____

Cell Phone: 209-648-5476

Work Phone: _____

Email Address: _____

BUYER:

COUNTY OF STANISLAUS

By: *Matthew Machado*
Name: Matthew Machado
Title: Director of Public Works

Please indicate your forwarding address and phone number:

~~22006 Kilburn Rd
Crowslanding, Ga 95313~~

Home Phone: _____

Cell Phone: ~~209-640-5476~~

Work Phone: _____

Email Address: _____

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: Crows Landing Rd at
Carpenter Rd Bridge
APNs: 049-003-010 and 049-003-011

GRANT DEED

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

Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended,

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, for road purposes, all that real property in the County of Stanislaus, State of California, described as:

SEE EXHIBIT "A" AND "B"

Dated: 10-31-16

THE R & S DE PAUW TRUST DATED
FEBRUARY 7, 2011, AS AMENDED

By: 

Ronald K. De Pauw, Trustee

By: 

Susan A. De Pauw, Trustee

THE P. C. DE PAUW TRUST DATED
SEPTEMBER 27, 2010, AS AMENDED

By: 

Philip C. De Pauw, Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On October 31, 2016 before me, Cindy Garcia, Notary Public
(insert name and title of the officer)

personally appeared Ronald K. DePauw, Susan A. DePauw and Philip C. DePauw
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.

Signature Cindy Garcia (Seal)

