

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

DEPT: Public Works

BOARD AGENDA #: *C-1(b)

AGENDA DATE: March 7, 2017

SUBJECT:

Approval of a Right of Way Contract for the Victory Road Bridge over Lone Tree Creek Replacement Project, Grantor: David Edward Avalos and Lydia Avalos

BOARD ACTION AS FOLLOWS:

No. 2017-102

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

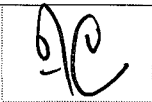
MOTION:

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 BOARD AGENDA #: *C-1(b)
Urgent Routine  AGENDA DATE: March 7, 2017
CEO CONCURRENCE: _____ 4/5 Vote Required: Yes No

SUBJECT:

Approval of a Right of Way Contract for the Victory Road Bridge over Lone Tree Creek Replacement Project, Grantor: David Edward Avalos and Lydia Avalos

STAFF RECOMMENDATIONS:

1. Approve the right of way contract for the acquisition of property for the Victory Road Bridge over Lone Tree Creek Replacement Project, Grantor: David Edward Avalos and Lydia Avalos, Assessor's Parcel Number (APN) 002-010-057 (portion).
2. Authorize the Chairman of the Board to execute the Right of Way contract for the acquisition of property.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

Victory Road is a rural county road in the northern part of Stanislaus County. The Victory Road Bridge over Lone Tree Creek is a shared facility between San Joaquin and Stanislaus Counties (Counties) whereas the northbound lane lies within Stanislaus County and the southbound lane lies within San Joaquin County. The bridge is located approximately 2.0 miles north of Highway 120.

The Victory Road Bridge over Lone Tree Creek is a two span continuous reinforced concrete (RC) slab on RC pier wall and RC abutments. Caltrans bridge inspection report dated November 11, 2014 has identified multiple deficiencies such as delamination and spalling of the RC slab, pockets of spalls on the RC pier walls, and scouring at the pile cap/footing. Additionally the bridge has a narrow bridge width with no shoulders. The replacement bridge will meet all current geometric design standards and will nullify all of the deficiencies identified above.

San Joaquin County is the lead agency on the project. Per the Memorandum of Understanding between the Counties, approved on August 16, 2016, Stanislaus County is responsible for acquiring portions of property adjacent to the bridge to allow for the construction of the new bridge. The property being acquired is located on Victory Road just north of the existing Victory Road Bridge. The property owner who owns the parcel needed by Stanislaus County has agreed to accept the following terms as outlined in the Right of Way Contract in Attachment 1:

Approval of a Right of Way Contract for the Victory Road Bridge over Lone Tree Creek Replacement Project, Grantor: David Edward Avalos and Lydia Avalos

Property Owner: David Edward Avalos and Lydia Avalos
 Amount of Compensation: \$9,600
 Assessor's Parcel Number: 002-010-057 (portion)
 Right-of-Way Acquisition Area: 0.0214± Acres Permanent Road Easement (approximate)
 0.0555± 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 the consultant, Bender Rosenthal, Inc., who is contracted with the County for right of way acquisition services.

Staff recommends that the Board approve the Right-of-Way acquisition and authorize the Chairman of the Board to execute the Right of Way Contract for the acquisition of property.

Construction of this project is anticipated to take eight months and is scheduled to begin June 2017.

POLICY ISSUE:

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

FISCAL IMPACT:

The \$9,600 for the purchase of this Right-of-Way is funded 100% by Highway Users Tax collected by the Roads and Bridges fund. No budget adjustment is necessary as the cost of this acquisition was included in the Fiscal Year 2016-2017 Public Works Road Projects Budget.

| | | |
|--|----------|----------|
| Cost of recommended action: | | \$ 9,600 |
| Source(s) of Funding: | | |
| Highway Users Tax | \$ 9,600 | |
| Funding Total: | | 9,600 |
| Net Cost to County General Fund | | \$ - |

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

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 replacing a structurally deficient bridge in 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. Right of Way Contract

ATTACHMENT 1

RIGHT OF WAY CONTRACT

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

| | | | | | | | Name | Parcel |
|--|--|--|--|--|--|--|------------------------|-------------|
| | | | | | | | David and Lydia Avalos | 002-010-057 |

12536 Victory Avenue
Oakdale, CA 95361

March 7, _____, 2017

David Edward Avalos and Lydia Avalos,
husband and wife as joint tenants
Grantor

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

This Document No. 002-010-057 in the form of a Temporary Construction Easement to the County of Stanislaus, outlined on the attached map marked Exhibit A and covering the property particularly described in the Roadway Easement Deed attached hereto and marked as Exhibit B, has been executed and delivered to Quentin Green, Right of Way Agent for the County of Stanislaus.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
2. The County shall pay the undersigned Grantor the sum of \$9,600.00 (NINE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS) for this acquisition.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, if any, shall commence on the date funds are delivered to Grantor, whichever occurs first, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. A temporary construction easement ("TCE"), marked on Exhibit A, is needed and is hereby granted by Grantor to County or it's agents for the purpose of: driveway reconstruction, slope configuration and providing access for construction. Said easement shall be for a period of 24 months beginning June 1, 2017 and terminating May 31, 2019 or the completion of construction, whichever comes first. Upon the expiration, the area within the TCE shall be restored to as near the same or better condition as found at the commencement of construction.
5. The undersigned Grantor warrants that they are the owner in fee simple of the property affected by this acquisition as described in the Roadway Easement Deed attached hereto as Exhibit B and that they have the exclusive right to grant these rights.

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

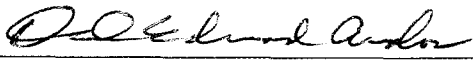
6. It is understood and agreed by and between the parties hereto that included in the amount payable in Clause 2 above is payment in full to compensate the grantors for the expense of performing the following work: replace approximately 250 linear feet of ranch rail fencing, gate and three fruit trees.
7. At no expense to Grantor and at the time of construction, conform the existing driveway approach located within the Temporary Construction Easement area. Upon completion of construction, the driveway approach will be considered as an encroachment under permit on the County of Stanislaus roadway and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to the rules and regulations of the County of Stanislaus.
8. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding one month, and the Grantor agrees to hold the County harmless and reimburse County for any and all its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deed is to be provided to County prior to the close of escrow.
9. In consideration of the County's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the County of Stanislaus harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the County shall not exceed the amount paid to the Grantor under this contract.
10. It is understood and agreed by and between the parties hereto that payment as provided in clause 2 includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which Grantors may incur in restoring the utility of their remaining property.
11. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
12. County agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of County's operations under this agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this agreement and County will, at its option, either repair or pay for such damage.
13. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County shall commence on June 1, 2017, or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2 hereinabove includes but is not limited to full payment for such possession and use, including damages, if any, from said date.
14. This transaction shall be handled through an internal escrow by the County of Stanislaus.

No Obligations Other Than Those Set Forth Herein Will Be Recognized

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

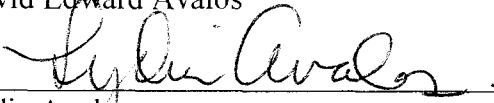
In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

David Edward Avalos and Lydia Avalos, husband and wife as joint tenants



David Edward Avalos

1/20/17
Date



Lydia Avalos

1/20/17
Date

RECOMMENDED FOR APPROVAL:

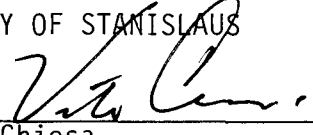
APPROVED AS TO CONTENT:
ACCEPTED:
County of Stanislaus

By 

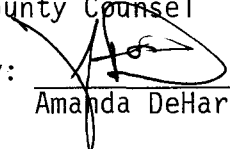
Quentin Green
Right of Way Agent

By: 

Matt Machado
Director of Public Works

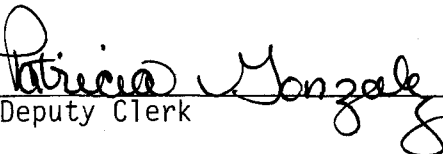
COUNTY OF STANISLAUS


Vito Chiesa
Chairman of the Board of Supervisors

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

Amanda DeHart

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

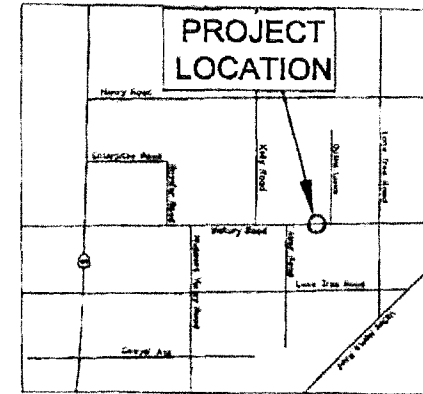
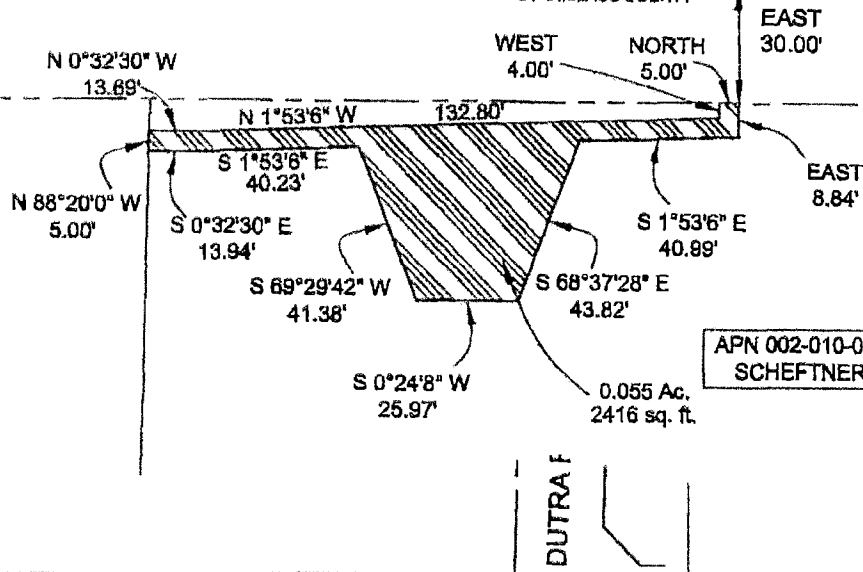


Deputy Clerk

EXHIBIT A

VICTORY ROAD

SAN JOAQUIN COUNTY
STANISLAUS COUNTY



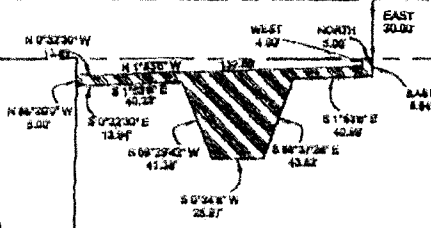
SEC 25
001

VICTORY ROAD

SOUTH

2292.54'

SAN JOAQUIN COUNTY
STANISLAUS COUNTY



LEGEND

- EXISTING RIGHT-OF-WAY
- COUNTY BOUNDARY
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- MONUMENT CONTROL
- EXISTING PROPERTY LINES

EXHIBIT B

NTS

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT (022-010-057)

VICTORY ROAD BRIDGE OVER
LONE TREE CREEK BRIDGE 29C-356

| DRAWN BY | DATE | PROJECT ENGINEER | DATE | CHECKED | DATE |
|----------|---------|------------------|------|---------|------|
| | 6/24/16 | | | | |

STANISLAUS COUNTY TEMPORARY CONSTRUCTION EASEMENT (TCE)

Victory Road and Lone Tree Road Section Corner (24,19,25,30) and Victory Road Quarter Section Corner (25,30) as your bearing

From Victory Road Section Corner, South for 2292.54'

East for 30.00' (Existing Right of Way)

East for 8.84' (Start of TCE Bearing)

S 1°53'6" E for 40.99'

S 68°37'28" E for 43.82'

S 0°24'8" W for 25.97'

S 69°29'42" W for 41.38'

S 1°53'6" E for 40.23'

S 0°32'30" E for 13.94'

N 88°20'0" W for 5.00'

N 0°32'30" W for 13.69'

N 1°53'6" W for 132.80'

West for 4.00'

North for 5.00' (To Close the TCE Bearing)

EXHIBIT B

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2017-0018290-00
Tuesday, MAR 14, 2017 13:46:07
Ttl Pd \$0.00 Rcpt # 0003944151
OLD/R2/1-6

For recorders use only

=====

CERIFICATE OF ACCEPTANCE

Roadway Easement Deed

Road Name: Victory Road

A.P.N. 002-010-057 (Por.)

=====

Recorded at the request of

County of Stanislaus

When Recorded Mail to:

Bender Rosenthal Inc.
4400 Auburn Blvd, Suite 102
Sacramento, CA 95841

Space above this line for Recorder's Use

This document is recorded for the benefit of the County of Stanislaus and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

002-010-057 (Por.)

APN

ROADWAY EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DAVID EDWARD AVALOS AND LYDIA AVALOS, husband and wife as joint tenants ("GRANTOR") hereby grants to the COUNTY OF STANISLAUS, a political subdivision of the State of California, an EASEMENT for public roadway purposes upon, over and across that certain real property in the City of Oakdale, County of Stanislaus, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

Dated this 20 day of January, 2017

David Edward Avalos and Lydia Avalos, husband and wife as joint tenants



David Edward Avalos

1/20/17

Date



Lydia Avalos

1/20/17

Date

See attached
certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 January 20, 2017 before me, Manoli Kokologianakis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DAVID EDWARD AVALOS and LYDIA AVALOS
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ROADWAY EASEMENT DEED Document Date: 01/20/2017

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXHIBIT "A"

Legal Description

| STANISLAUS COUNTY RIGHT-OF-WAY TAKE (NORTH) |
|---|
| Victory Road and Lone Tree Road Section Corner (24,19,25,30) and Victory Road Quarter Section Corner (25,30) as your bearing |
| From Victory Road Section Corner, South for 2297.54' |
| East for 30.00' (Existing Right of Way) |
| East for 4.00' (Beginning Line of Right of Way Extension) |
| S 1°53'6" E for 132.80' |
| S 0°32'29" E for 13.69' |
| N 88°20'0" W for 8.50' |
| North for 146.16' (To Close the Circuit) |

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Road Easement deed, from DAVID EDWARD AVALOS AND LYDIA AVALOS, HUSBAND AND WIFE AS JOINT TENANTS to the COUNTY OF STANISLAUS, is hereby accepted by the undersigned officer or agent on behalf of the County of Stanislaus pursuant to authority conferred by Resolution _____ adopted _____, 20__ by the County of Stanislaus and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By

A handwritten signature in black ink, appearing to be "C. M. M.", written over a horizontal line.