

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

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: July 25, 2017

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Tegner Road Bridge over Turlock Irrigation District Lateral No. 5 Bridge Replacement Project, Grantors: Richard M. Borrelli and Debra A. Borrelli

BOARD ACTION AS FOLLOWS:

No. 2017-412

On motion of Supervisor Olsen, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: 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

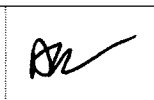
File No.

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

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-1

AGENDA DATE: July 25, 2017

CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Tegner Road Bridge over Turlock Irrigation District Lateral No. 5 Bridge Replacement Project, Grantors: Richard M. Borrelli and Debra A. Borrelli

STAFF RECOMMENDATIONS:

1. Approve the Agreement for Acquisition of Property for the Tegner Road Bridge over Turlock Irrigation District Lateral No. 5 Bridge Replacement Project, Grantors: Richard M. Borrelli and Debra A. Borrelli, Assessor's Parcel Number (APN) 044-041-038 (portion).
2. Authorize the Chairman of the Board to execute the Agreement for 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:

Tegner Road is a rural county road in the southern part of Stanislaus County. The Tegner Road Bridge over Turlock Irrigation District (T.I.D.) Lateral No. 5 Bridge is classified as functionally obsolete. The Tegner Road Bridge was constructed in 1919 as a continuous reinforced concrete (RC) slab on RC pier walls. The bridge is approximately 22 feet in length and 20 feet wide. The concrete rails have minor edge chipping and the soffit has cracking/chipping with exposed reinforcement in some locations. Additionally the approach roadway leading to the bridge has major surface cracks. The existing bridge is 19.7 feet wide between the railings, allowing for two travel lanes with no shoulders on either side. The existing Tegner Road Bridge will be replaced by a wider structure consisting of two 12 feet travel lanes and 4 feet shoulders on each side for a total width of 32 feet.

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 Tegner Road just south of the existing Tegner Road Bridge. The property owner who owns the parcel needed by Stanislaus County has agreed to accept the following terms as outlined in the Agreement for the Acquisition of Property in Attachment 1:

Property Owner:	Richard M. Borrelli and Debra A. Borrelli
Amount of Compensation:	\$6,000
Assessor's Parcel Number:	044-041-038 (portion)

Approval of an Agreement for Acquisition of Property for the Tegner Road Bridge over Turlock Irrigation District Lateral No. 5 Bridge Replacement Project, Grantors: Richard M. Borrelli and Debra A. Borrelli

Right-of-Way Acquisition Area: 0.0163 Acres Permanent Road Easement (approximate)

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by the consultant, Overland, Pacific & Cutler, 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 Agreement for Acquisition of Property.

Construction of this project is anticipated to take six months and is scheduled to begin November of 2018.

POLICY ISSUE:

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

FISCAL IMPACT:

The \$6,000 for the purchase of this Right-of-Way is funded 100% by Federal Highway Bridge Program. No budget adjustment is necessary as the cost of this acquisition was included in the Fiscal Year 2017-2018 Adopted Proposed Public Works Road Projects Budget.

Cost of recommended action:		\$	6,000
Source(s) of Funding:			
Federal Highway Bridge Program	\$	6,000	
Funding Total:			<u>6,000</u>
Net Cost to County General Fund		\$	<u>-</u>

Fiscal Year:	<table border="1"><tr><td>2017/2018</td></tr></table>	2017/2018
2017/2018		
Budget Adjustment/Appropriations needed:	<table border="1"><tr><td>No</td></tr></table>	No
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

Approval of an Agreement for Acquisition of Property for the Tegner Road Bridge over Turlock Irrigation District Lateral No. 5 Bridge Replacement Project, Grantors: Richard M. Borrelli and Debra A. Borrelli

ATTACHMENT(S):

1. Agreement for Acquisition of Property
2. Road Deed

ATTACHMENT 1
AGREEMENT FOR ACQUISITION OF PROPERTY

Project: Tegner Road Bridge
Replacement Project
Grantor(s): **Richard M. Borrelli**
and Debra A. Borrelli
APN(s): 044-041-038

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Richard M. Borrelli and Debra A. Borrelli, husband and wife, as Joint Tenants** (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: 0.0163 Acres x \$40,000/Acre	\$ 653.00
Cost to Cure Items: Removal of trees, modifications of drip system, modifications of agricultural lane, and income loss for 4 trees	\$5,347.00
Benefits	<u>\$ 0.00</u>
Total (rounded)	\$6,000.00

County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of this agreement and 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.

6. 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.

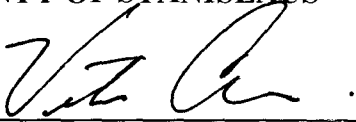
7. ENTIRE AGREEMENT.

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.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on July 25, 2017 as follows:

COUNTY OF STANISLAUS

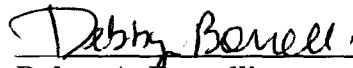


Vito Chiesa
Chairman of the Board of Supervisors

GRANTORS:

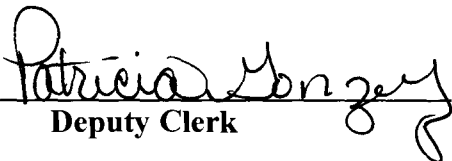


Richard M. Borrelli



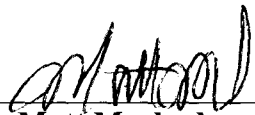
Debra A. Borrelli

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

By: 


Deputy Clerk

APPROVED AS TO CONTENT:
County of Stanislaus

By: 


Matt Machado
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: 

Steven Harris
Right of Way Agent

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 

Amanda Marie DeHart
Deputy County Counsel

No Obligations Other Than Those Set Forth Herein Will Be Recognized

Recording Requested by:
First American Title Company



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2017-0079010-00

Acct 503-First American Title Co
Thursday, OCT 26, 2017 08:00:00
Ttl Pd \$0.00 Rcpt # 0004040048
OJC/R3/1-4

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: Tegner Road
APN: 044-041-038

Transfer Tax = None
R & T 11922

ROAD DEED

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

Richard M. Borrelli and Debra A. Borrelli, husband and wife,

do 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 unincorporated area of the County of Stanislaus, State of California, described as:

SEE EXHIBITS "A" AND "B"

Dated 6-22-17

Richard M Borrelli
Richard M. Borrelli

Debra A. Borrelli
Debra A. Borrelli

APPROVED as to description: SA Dated 7/26/17

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 7/26/17 From Richard M. Borrelli and Debra A. Borrelli, husband and wife, 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 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.

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

By Matthew Machado Dated: 7/26/17

43
AM

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 June 22, 2017 before me, NINA L. RATLIFF, Notary

Public, personally appeared Richard M. Borrelli and

Debra A. Borrelli, 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 Nina L. Ratliff, Notary Public

(Seal)



Exhibit "A"

EASEMENT
LEGAL DESCRIPTION
APN: 044-041-038 SW

Being a portion of Section 32, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, State of California, County of Stanislaus, more particularly described as follows:

Beginning at the intersection of the south right of way of Turlock Irrigation District Lateral No. 5 and the west right of way of Tegner Road; thence South 00° 07' 07" West 41.48 feet along said west right of way, being 30.00 feet west and parallel to the east line of said section 32; thence North 31° 00' 40" West 16.56 feet; thence North 41° 03' 42" West 12.50 feet; thence North 51° 32' 47" West 14.17 feet; thence North 63° 05' 44" West 20.10 feet; thence South 89° 56' 35" East 45.85 feet along said south right of way, being 30.00 feet south and parallel with the north line of said section 32.

Containing 711 square feet, more or less.



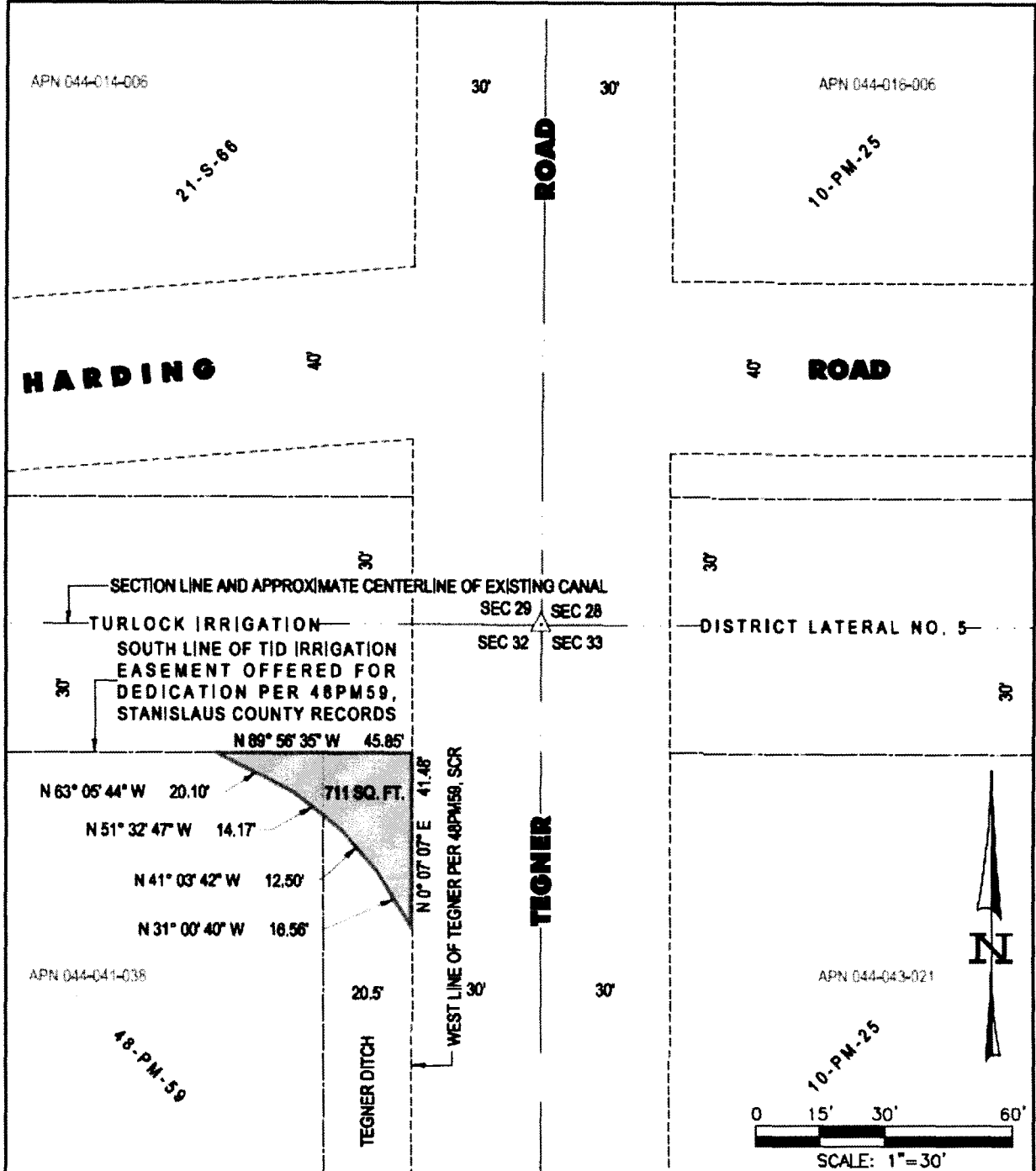
THOMAS B. DANFORTH
NOTARY PUBLIC
STATE OF CALIFORNIA
COUNTY OF STANISLAUS

Thomas Dane

Exhibit "B"

APN: 044-041-038 SW

TIME TIME DATE DATE PATH PATH
 SERVER SERVER SERVICE SERVICE DRAWING NAME DRAWING
 AREFS: AREFS



<p>8000 BENTLEY BLVD SUITE 900 408267000 TEL 408261000 FAX</p>	<p>TEGNER ROAD BRIDGE REPLACEMENT EXHIBIT B COUNTY OF STANISLAUS T.5S. R.10E. MDBM</p> <p>PREPARED FOR OPC</p>	<p>SHEET NUMBER 1 OF 1 SHEETS</p> <p>JOB NUMBER 8AB047700</p>
<p>DATE SUBMITTED 01/08/2018</p>		<p>DATE SUBMITTED 01/08/2018</p>

ATTACHMENT 2

ROAD DEED

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: Tegner Road
APN: 044-041-038

ROAD DEED

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

Richard M. Borrelli and Debra A. Borrelli, husband and wife,

do 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 unincorporated area of the County of Stanislaus, State of California, described as:

SEE EXHIBITS "A" AND "B"

Dated 6-22-17

Richard M Borrelli
Richard M. Borrelli

Debra A. Borrelli
Debra A. Borrelli

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 Richard M. Borrelli and Debra A. Borrelli, husband and wife, 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 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.

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

By _____ Dated: _____

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 June 22, 2017 before me, NINA L. RATLIFF, Notary

Public, personally appeared Richard M. Borrelli and

Debra A. Borrelli, 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 Nina L. Ratliff, Notary Public

(Seal)

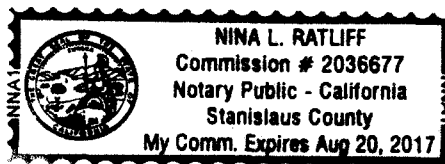


Exhibit "A"

EASEMENT
LEGAL DESCRIPTION
APN: 044-041-038 SW

Being a portion of Section 32, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, State of California, County of Stanislaus, more particularly described as follows:

Beginning at the intersection of the south right of way of Turlock Irrigation District Lateral No. 5 and the west right of way of Tegner Road; thence South 00° 07' 07" West 41.48 feet along said west right of way, being 30.00 feet west and parallel to the east line of said section 32; thence North 31° 00' 40" West 16.56 feet; thence North 41° 03' 42" West 12.50 feet; thence North 51° 32' 47" West 14.17 feet; thence North 63° 05' 44" West 20.10 feet; thence South 89° 56' 35" East 45.85 feet along said south right of way, being 30.00 feet south and parallel with the north line of said section 32.

Containing 711 square feet, more or less.

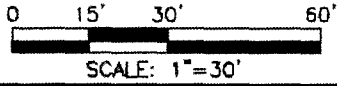
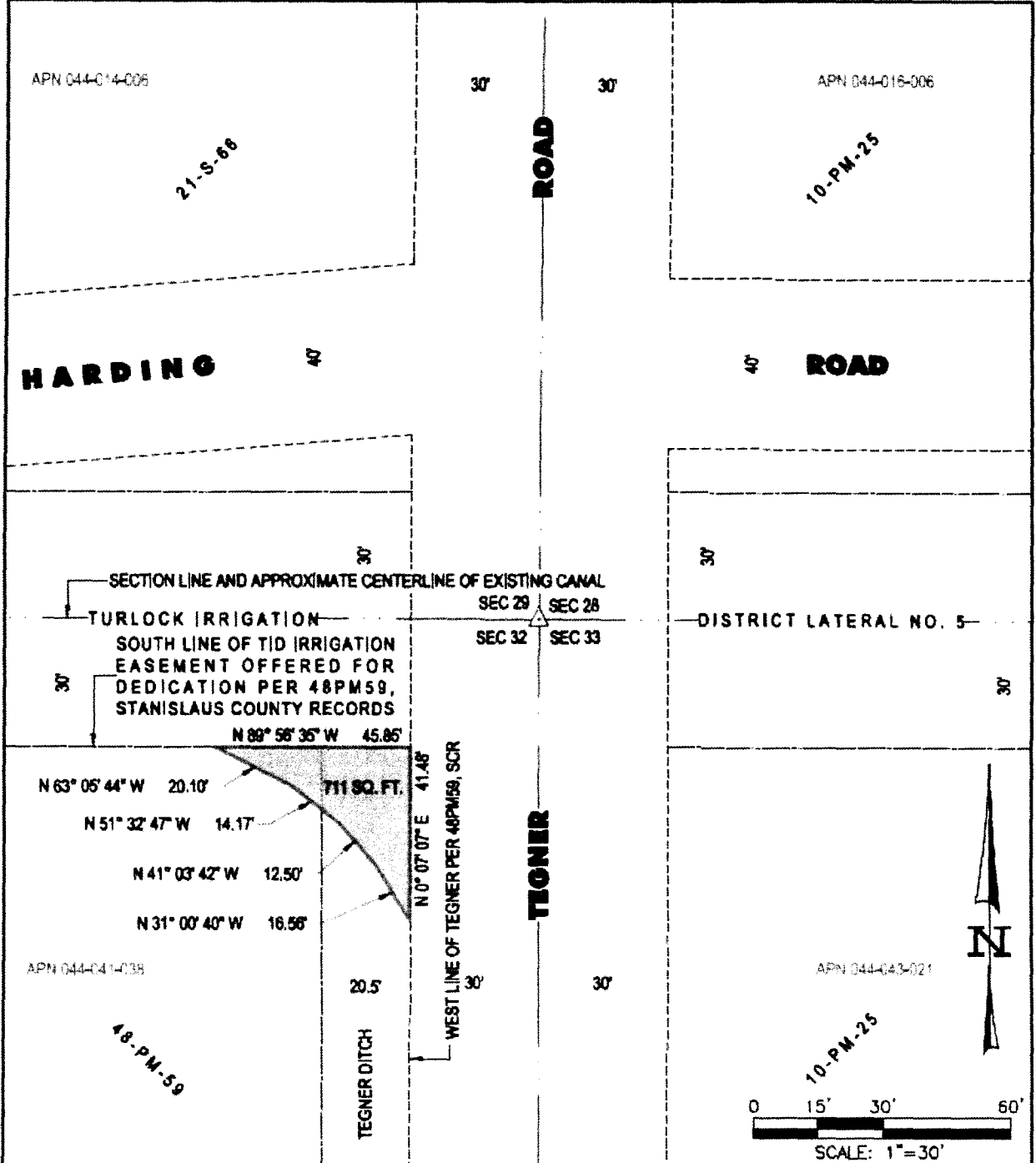



Travis Davis

Exhibit "B"

APN: 044-041-038 SW

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



 NIV5 <small>REGISTERED ENGINEERING</small>	TEGNER ROAD BRIDGE REPLACEMENT EXHIBIT B COUNTY OF STANISLAUS T.5S. R.10E. MDBM	SHEET NUMBER 1 OF 1 SHEETS
AND GATEWAY PLANS DATE 00 408.267.0000 TEL 408.267.0000 FAX	SAN JOSE CA 95128 001.415.763.0000	PREPARED FOR OPC DATE SUBMITTED 01/08/2018 JOB NUMBER SAB047700