

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: July 25, 2017

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Robert O. Anderson and Kay L. Anderson

BOARD ACTION AS FOLLOWS:

No. 2017-413

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

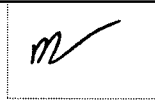
File No.

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

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-2

AGENDA DATE: July 25, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Robert O. Anderson and Kay L. Anderson

STAFF RECOMMENDATIONS:

1. Approve the Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Robert O. Anderson and Kay L. Anderson, Assessor's Parcel Number (APN) 075-014-026 (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:

The Claribel Road/Roselle Avenue intersection is located in Stanislaus County on the southern city limits of Riverbank and north of the City of Modesto. The intersection is non-signalized and controlled by an all-way stop. The intersection consists of an overhead flashing red beacon at the center of the intersection and "roll-over" curbs at all corners.

The purpose of this project is to improve regional air quality by installing traffic signals to reduce stop and start movements at the Claribel Road/Roselle Avenue intersection. The improvements to the intersection consist of the installation of traffic signals, widening the intersection to provide for truck turn movements, the addition of dedicated left turn lanes in all directions, an asphalt overlay, and restriping of the roadway at Claribel Road and Roselle Avenue. This project will also improve safety and efficiency at the intersection.

Stanislaus County is the lead agency on the project. Per the Amended and Restated Memorandum of Understanding between the County and the City of Riverbank approved on December 15, 2015, Stanislaus County is responsible for all right-of-way acquisitions needed for the construction of this project. The property being acquired is located on the northwest corner of the intersection of Claribel Road and Roselle Avenue. The property owner who owns the parcel needed by the County has 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 Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Robert O. Anderson and Kay L. Anderson

Property Owner: Robert O. Anderson and Kay L. Anderson
 Amount of Compensation: \$397,490.00
 Assessor's Parcel Number: 075-014-026 (portion)
 Right-of-Way Acquisition Area: 1.684± Acres Permanent Road Easement (approximate)
 0.359± 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, Overland Pacific and 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 scheduled to begin in the spring 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 \$397,490 for the purchase of this Right-of-Way is funded 66% by City/County Public Facilities Fees (PFF) Fund 6401 and 34% by City of Riverbank. 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:		\$ 397,490
Source(s) of Funding:		
City/County PFF Fund 6401	\$ 262,343	
City of Riverbank	135,147	
		397,490
Funding Total:		397,490
Net Cost to County General Fund		\$ -

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

Fund Balance as of 5/31/17	
City/County PFF Fund 6401	\$ 5,036,842

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

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Robert O. Anderson and Kay L. Anderson

regional air quality, safety and efficiency at the intersection with the installation of a traffic signal.

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. Roadway Deed
3. Temporary Construction Easement

ATTACHMENT 1
AGREEMENT FOR ACQUISITION OF PROPERTY

Project: Claribel Road and Roselle
Avenue Intersection Project
Grantor: Robert O. Anderson and
Kay L. Anderson
APN: 075-014-026

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Robert O. Anderson and Kay L. Anderson, husband and wife as joint tenants** (collectively, Grantor). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. **PROPERTY.**

Grantor agrees to sell to County, and County agrees to purchase from Grantor, 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 Grantor to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Fidelity National Title Company, 1375 Exposition Blvd., Suite 240, Sacramento, CA 95815, at (916) 646-6057.

3. **PURCHASE PRICE AND TITLE.**

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

Road Deed: 73,382 SF x \$5.00/SF	\$366,910.00
Temporary Construction Easement: 15,642 SF x \$5.00/SF x 10% x 2	\$ 15,642.00
Cost-to-Cure	\$ 14,890.00
Severance Damages	\$ 0.00
Benefits	\$ 0.00
Total (rounded)	\$397,490.00

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. Grantor 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.

Grantor agrees 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 Grantor of any such claims prior to payment.

Grantor acknowledges 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. Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor waives 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, Grantor hereby agrees and consents to dismissal of said action. Grantor waives 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) Grantor authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. **POSSESSION.**

Grantor agrees that immediately upon approval of this Agreement by County, the County may enter upon and take possession of the Property.

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 Construction 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:

$15,642 \text{ SF} \times \$5.00/\text{SF} \times 10\% \times 1 \text{ year} = \$7,821.00$

7. **HAZARDOUS WASTE MATERIAL.**

The Grantor hereby represents and warrants 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. Grantor further represents and warrants that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor 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.

(INTENTIONALLY LEFT BLANK)

**Agreement for Purchase
Robert O. Anderson and Kay L. Anderson
Page 5 of 5**


IN WITNESS WHEREOF, the parties have executed this Agreement on 6-12/11 as follows:

COUNTY OF STANISLAUS



**Vito Chiesa
Chairman of the Board of Supervisors**

GRANTOR:



Robert O. Anderson




Kay L. Anderson


ATTEST:

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

RECOMMENDED FOR APPROVAL:


By: 

**Patricia Gonzalez
Deputy Clerk**

By: 

**Steven Harris
Right of Way Agent**

**APPROVED AS TO CONTENT:
County of Stanislaus**

By: 

**Matt Machado
Director of Public Works**

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

By: 

**Amanda DeHart
Deputy County Counsel**

No Obligations Other Than Those Set Forth Herein Will Be Recognized



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2017-0067871-00

Acct 402-Counter Customers
Friday, SEP 15, 2017 10:41:34
Ttl Pd \$0.00 Rcpt # 0004023090
OLD/R2/1-5

NO FEE ^{Gov} code 27383
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

RETURN TO: STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1716 MORGAN ROAD
MODESTO, CA 95358 Ret Code 11922

The undersigned grantor(s) declares:
Documentary Transfer Tax is : \$ 0
 Unincorporated Area
 City of _____

ROAD DEED

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

Robert O. Anderson and Kay L. Anderson, 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 County of Stanislaus, State of California described as:

SEE EXHIBITS "A" AND "B"

Dated 5-30-2017

Robert O. Anderson
Robert O. Anderson

Kay L. Anderson
Kay L. Anderson

APPROVED as to description: _____ Dated 5/30/17

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 5/30/17 From Robert O. Anderson and Kay L. Anderson, 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: 7/27/17

500

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.

Oregon
STATE OF ~~CALIFORNIA~~)

COUNTY OF Lincoln)

On 5-30-17 before me, Clerissa Sue Riley, Notary

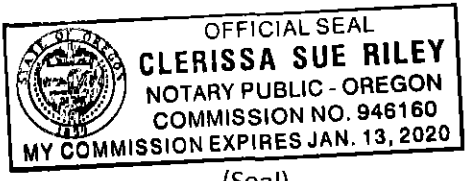
Public, personally appeared Robert O. Anderson and Kay L. Anderson, who proved to me

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]



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-014-026

Right of Way

All that real property situate in Section 35, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of PARCEL 2 as shown in Book 21 of Parcel Maps, at page 62, recorded July 31, 1975, Official Records of Stanislaus County, more particularly described as:

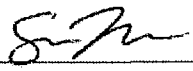
Beginning at a 3/4" Iron Pipe marking the southwest corner of said Parcel, as shown on said map; thence along the westerly line of said Parcel North 00°12'51" East 10.29 feet; thence leaving said westerly line North 81°45'17" East 160.68 feet; thence North 87°56'48" East 502.84 feet; thence North 88°59'07" East 427.82 feet; thence North 39°09'19" East 105.70 feet; thence North 01°43'32" East 374.66 to the southerly line of a 130 foot wide Modesto Irrigation District, Lateral 6 as shown on said map, thence along said southerly line South 81°10'47" East 24.08 feet to the westerly right-of-way of Roselle Avenue as shown on said map, thence along said westerly right-of-way South 00°33'48" East 506.18 feet to the northerly right-of-way of Claribel Road, as described in the Grant Deed to the COUNTY OF STANISLAUS, filed October 24, 1979 in Book 3253, Page 160, Official Records of Stanislaus County; thence along said northerly right-of-way South 88°18'15" West 300.03 feet to a point on the northerly right-of-way as shown on said map; thence along said northerly right-of-way North 89°47'09" West 896.22 feet to the **Point of Beginning**.

Containing 1.68 acres or 73,382 square feet.

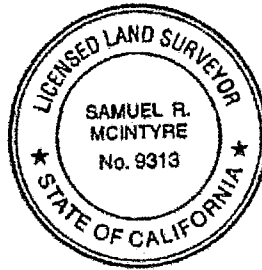
Bearings shown are based on the measurement of the North line of Section 2 between a found 2" Iron Pipe with Brass Disc marking the southeast corner of Section 35, Township 2 South, Range 9 East as shown in Book 22 of Surveys, at page 51, recorded March 30, 1995, Official Records of Stanislaus County and a found 2" Iron Pipe at station "E.C. 52+59.30 Back" as shown on County Survey No. 1606 titled CLARIBEL ROAD SURVEY, dated June

17, 1969 which bears North 89°47'09" West 1083.56 feet from said corner of Section 2.
Distances shown and described are ground and in US Survey Feet.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,
or under my direction, in conformance with the Professional Land Surveyors Act.

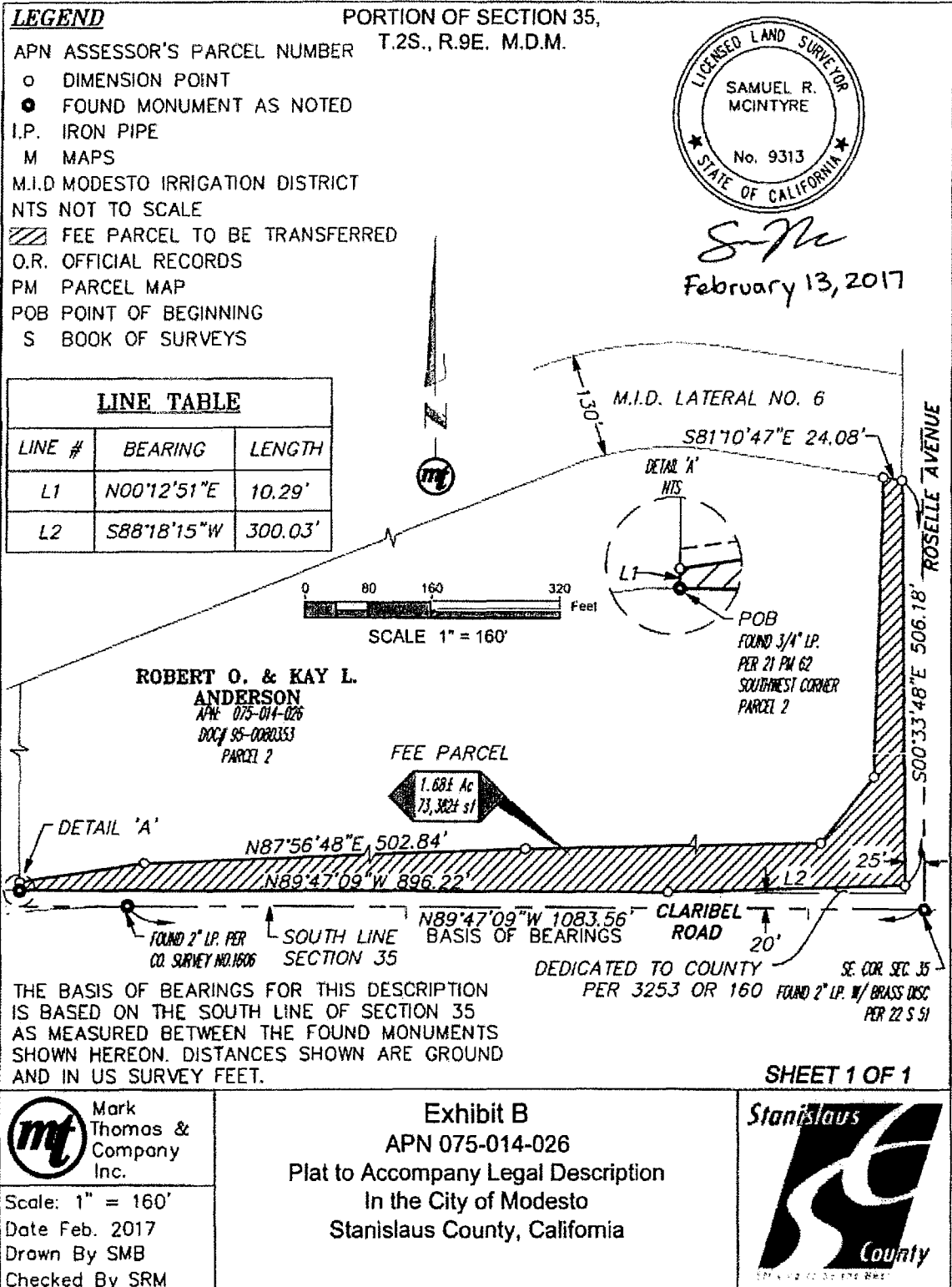


Samuel McIntyre, LS 9313



03/13/2017
Date

Exhibit "B"



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE SOUTH LINE OF SECTION 35 AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREON. DISTANCES SHOWN ARE GROUND AND IN US SURVEY FEET.

SHEET 1 OF 1

Mark Thomas & Company Inc.
Scale: 1" = 160'
Date Feb. 2017
Drawn By SMB
Checked By SRM

Exhibit B
APN 075-014-026
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



NO FEE

RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

EXHIBIT B

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

Road Name: Claribel Road & Roselle Ave
APN: 075-014-026

TEMPORARY CONSTRUCTION EASEMENT

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

Robert O. Anderson and Kay L. Anderson, husband and wife,

*do 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 EXHIBITS "A" AND "B"

Dated: _____

Robert O. Anderson

Kay L. Anderson

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 Robert O. Anderson and Kay L. Anderson, husband and wife, to the 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 March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.*

The Temporary Construction Easement shall commence on the date of this agreement and shall automatically terminate and expire upon the date of the improvements are completed and a notice of completion is filed for record with the Stanislaus County Recorder. All rights and benefits of the Grantee in, to and under the Temporary Construction Easement shall automatically terminate and shall cease to be enforceable or in effect.

Matthew Machado, Director of Public Works
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 _____)

On _____ before me, _____, Notary Public, personally
appeared _____

_____, 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 _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

APN: 075-014-026

TCE

All that real property situate in Section 35, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of PARCEL 2 as shown in Book 21 of Parcel Maps, page 62, recorded July 31, 1975, Official Records of Stanislaus County, more particularly described as:

All that portion of said Parcel 2, within a strip of land 10-foot wide, lying parallel and northerly, northwesterly, and westerly of the following described line:

Commencing at a 3/4" Iron Pipe marking the southwest corner of said Parcel, as shown on said map, thence along the westerly line of said Parcel North 00°12'51" East 10.29 feet to the **Point of Beginning** thence the following 5 courses:

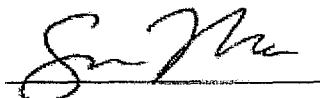
1. Leaving said westerly line North 81°45'17" East 160.68 feet; thence
2. North 87°56'48" East 502.84 feet; thence
3. North 88°59'07" East 427.82 feet; thence
4. North 39°09'19" East 105.70 feet; thence
5. North 01°43'32" East 374.66 to the **Point of Terminus**, also being a point on the southerly line of a 130-foot wide Modesto Irrigation District, Lateral 6 as shown on said map.

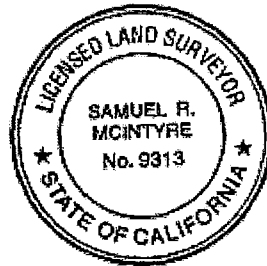
Side lines of the described 10-foot strip are prolonged to the most northerly and westerly lines of said Parcel 2.

Containing 0.36 acres or 15,642 square feet.

Bearings shown are based on the measurement of the North line of Section 2 between a found 2" Iron Pipe with Brass Disc marking the southeast corner of Section 35, Township 2 South, Range 9 East as shown in Book 22 of Surveys, at page 51, recorded March 30, 1995, Official Records of Stanislaus County and a found 2" Iron Pipe at station "E.C. 52+59.30 Back" as shown on County Survey No. 1606 titled CLARIBEL ROAD SURVEY, dated June 17, 1969 which bears North 89°47'09" West 1083.56 feet from said corner of Section 2. Distances shown and described are ground and in US Survey Feet.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

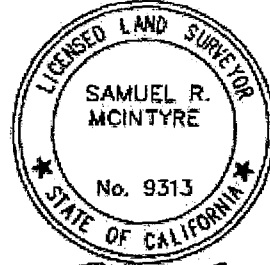

Samuel McIntyre, LS 9313



MAY 18, 2017
Date

EXHIBIT "B"

PORTION OF SECTION 35,
T.2S., R.9E. M.D.M.

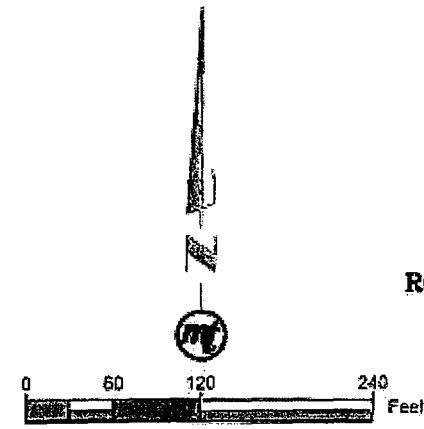


SRM
MAY 18, 2017 POT
M.I.D. LATERAL NO. 6

LEGEND

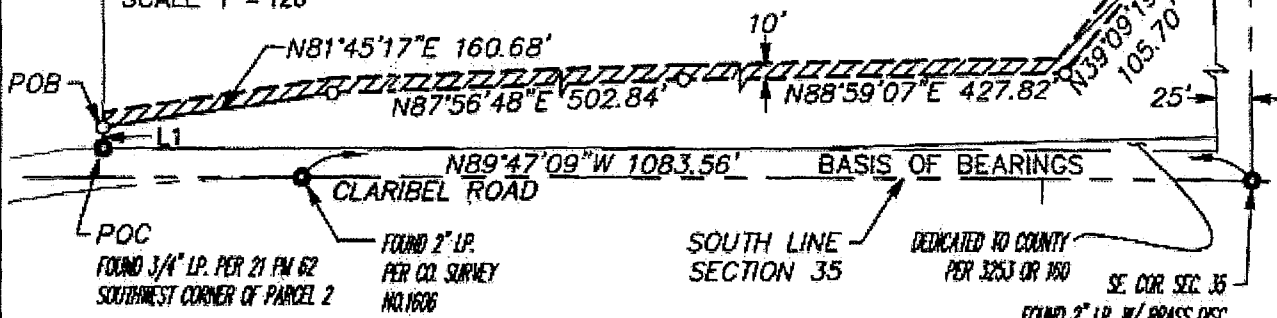
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- M MAPS
- M.I.D. MODESTO IRRIGATION DISTRICT
- OR OFFICIAL RECORDS
- ▨ TCE PARCEL TO BE TRANSFERRED
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- S BOOK OF SURVEYS
- TCE TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°12'51"E	10.29'



ROBERT O. & KAY L. ANDERSON
APN: 075-014-026
DOC# 95-0080353
PARCEL 2

TCE
0.361 Ac
15,622 sq ft



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE SOUTH LINE OF SECTION 35 AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREON. DISTANCES SHOWN ARE GROUND AND IN US SURVEY FEET. SHEET 1 OF 1

Mark Thomas & Company Inc.
Scale: 1" = 120'
Date Feb. 2017
Drawn By SMB
Checked By SRM

Exhibit B
APN 075-014-026
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



ATTACHMENT 2
ROADWAY DEED



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2017-0067872-00

Acct 402-Counter Customers
Friday, SEP 15, 2017 10:41:43
Ttl Pd \$0.00 Rcpt # 0004023091
OLD/R2/1-5

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

Gov Code 27383

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

Road Name: Claribel Road & Roselle Ave
APN: 075-014-026

RIT 11922

TEMPORARY CONSTRUCTION EASEMENT

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

Robert O. Anderson and Kay L. Anderson, husband and wife,

do 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 EXHIBITS "A" AND "B"

Dated: 5-30-2017

Robert O. Anderson
Robert O. Anderson

The undersigned grantor(s) declares:
Documentary Transfer Tax is : \$ 0
 Unincorporated Area
 City of _____

Kay L. Anderson
Kay L. Anderson

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 5/30/2017 From Robert O. Anderson and Kay L. Anderson, husband and wife, to the 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 March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

The Temporary Construction Easement shall commence on the date of this agreement and shall automatically terminate and expire upon the date of the improvements are completed and a notice of completion is filed for record with the Stanislaus County Recorder. All rights and benefits of the Grantee in, to and under the Temporary Construction Easement shall automatically terminate and shall cease to be enforceable or in effect.

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

By Matthew Machado Dated: 7/27/17

500

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.

Oregon
STATE OF ~~CALIFORNIA~~)

COUNTY OF Lincoln)

On 5-30-17 before me, Clerissa Sue Riley, Notary

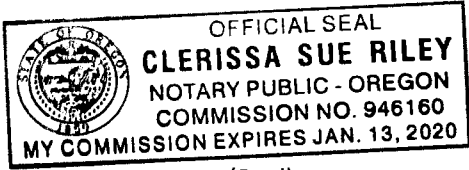
Public, personally appeared Robert O. Anderson and

Kay L. Anderson, 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]



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-014-026

Right of Way

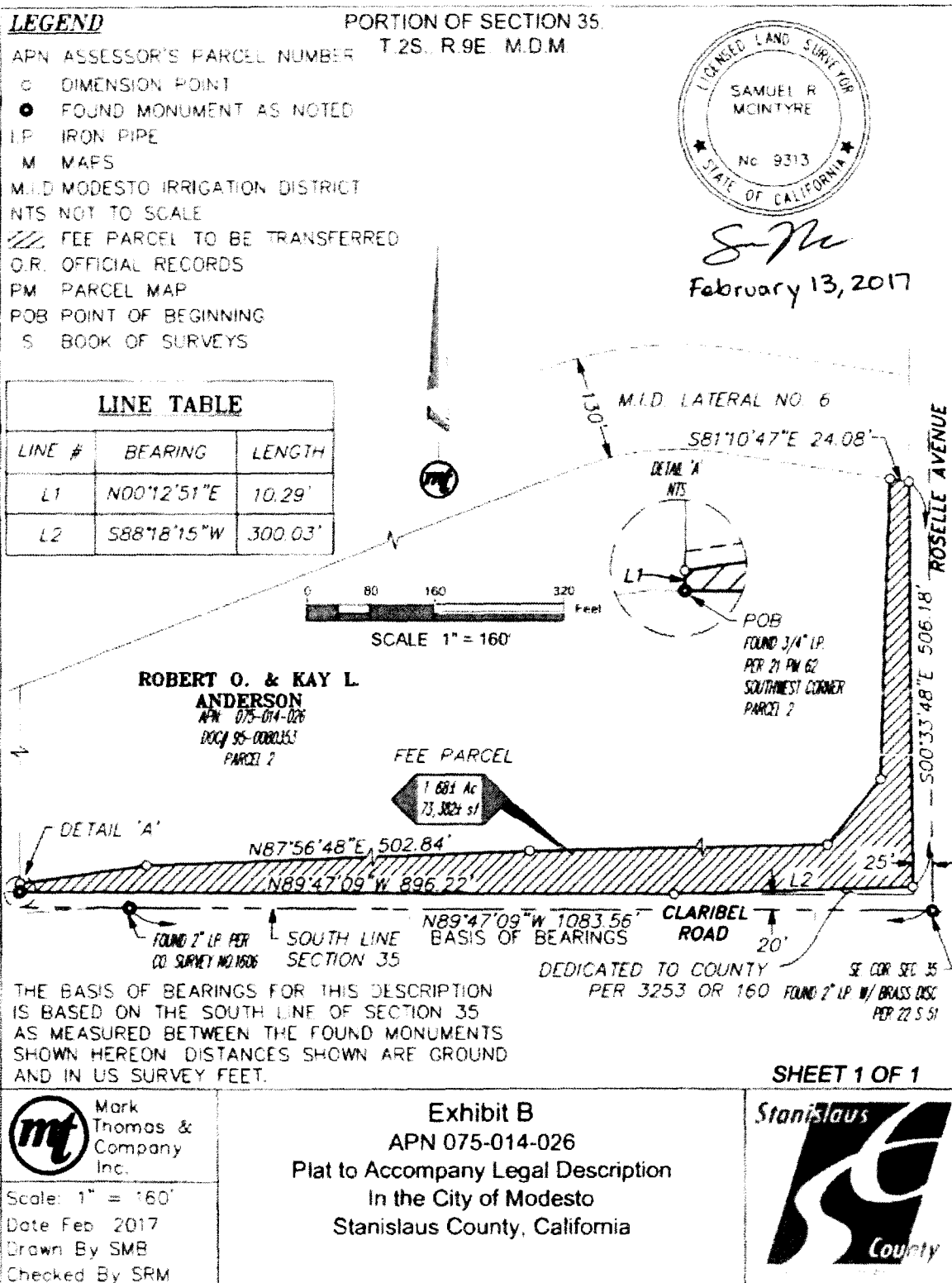
All that real property situate in Section 35, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of PARCEL 2 as shown in Book 21 of Parcel Maps, at page 62, recorded July 31, 1975. Official Records of Stanislaus County, more particularly described as:

Beginning at a 3/4" Iron Pipe marking the southwest corner of said Parcel, as shown on said map; thence along the westerly line of said Parcel North 00°12'51" East 10.29 feet; thence leaving said westerly line North 81°45'17" East 160.68 feet; thence North 87°56'48" East 502.84 feet; thence North 88°59'07" East 427.82 feet; thence North 39°09'19" East 105.70 feet; thence North 01°43'32" East 374.66 to the southerly line of a 130 foot wide Modesto Irrigation District, Lateral 6 as shown on said map, thence along said southerly line South 81°10'47" East 24.08 feet to the westerly right-of-way of Roselle Avenue as shown on said map, thence along said westerly right-of-way South 00°33'48" East 506.18 feet to the northerly right-of-way of Claribel Road, as described in the Grant Deed to the COUNTY OF STANISLAUS, filed October 24, 1979 in Book 3253, Page 160, Official Records of Stanislaus County; thence along said northerly right-of-way South 88°18'15" West 300.03 feet to a point on the northerly right-of-way as shown on said map; thence along said northerly right-of-way North 89°47'09" West 896.22 feet to the **Point of Beginning**.

Containing 1.68 acres or 73,382 square feet.

Bearings shown are based on the measurement of the North line of Section 2 between a found 2" Iron Pipe with Brass Disc marking the southeast corner of Section 35, Township 2 South, Range 9 East as shown in Book 22 of Surveys, at page 51, recorded March 30, 1995, Official Records of Stanislaus County and a found 2" Iron Pipe at station "E.C. 52+59.30 Back" as shown on County Survey No. 1606 titled CLARIBEL ROAD SURVEY, dated June

Exhibit "B"



ATTACHMENT 3
TEMPORARY CONSTRUCTION EASEMENT

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: Claribel Road & Roselle Ave
APN: 075-014-026

TEMPORARY CONSTRUCTION EASEMENT

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

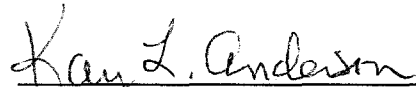
Robert O. Anderson and Kay L. Anderson, husband and wife,

do 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 EXHIBITS "A" AND "B"

Dated: 5-30-2017


Robert O. Anderson


Kay L. Anderson

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 Robert O. Anderson and Kay L. Anderson, husband and wife, to the 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 March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

The Temporary Construction Easement shall commence on the date of this agreement and shall automatically terminate and expire upon the date of the improvements are completed and a notice of completion is filed for record with the Stanislaus County Recorder. All rights and benefits of the Grantee in, to and under the Temporary Construction Easement shall automatically terminate and shall cease to be enforceable or in effect.

Matthew Machado, Director of Public Works
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 Oregon)
~~CALIFORNIA~~

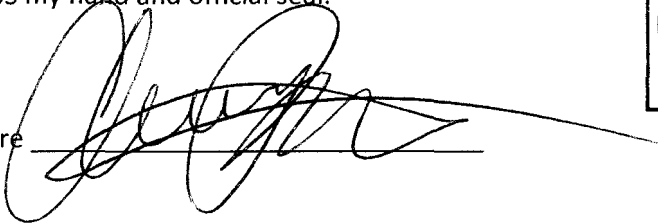
COUNTY OF Lincoln)

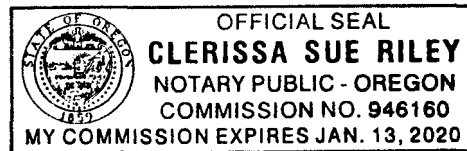
On 5-30-17 before me, Clerissa Sue Riley, Notary Public, personally
appeared Robert O. Anderson and Kay L. Anderson

_____, 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 



(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 075-014-026

TCE

All that real property situate in Section 35, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of PARCEL 2 as shown in Book 21 of Parcel Maps, page 62, recorded July 31, 1975, Official Records of Stanislaus County, more particularly described as:

All that portion of said Parcel 2, within a strip of land 10-foot wide, lying parallel and northerly, northwesterly, and westerly of the following described line:

Commencing at a 3/4" Iron Pipe marking the southwest corner of said Parcel, as shown on said map, thence along the westerly line of said Parcel North 00°12'51" East 10.29 feet to the **Point of Beginning** thence the following 5 courses:

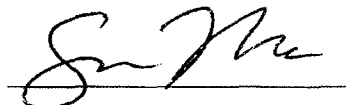
1. Leaving said westerly line North 81°45'17" East 160.68 feet; thence
2. North 87°56'48" East 502.84 feet; thence
3. North 88°59'07" East 427.82 feet; thence
4. North 39°09'19" East 105.70 feet; thence
5. North 01°43'32" East 374.66 to the **Point of Terminus**, also being a point on the southerly line of a 130-foot wide Modesto Irrigation District, Lateral 6 as shown on said map.

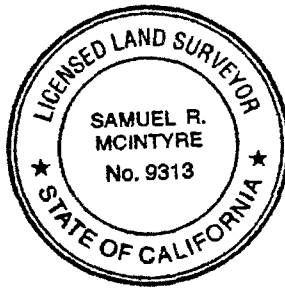
Side lines of the described 10-foot strip are prolonged to the most northerly and westerly lines of said Parcel 2.

Containing 0.36 acres or 15,642 square feet.

Bearings shown are based on the measurement of the North line of Section 2 between a found 2" Iron Pipe with Brass Disc marking the southeast corner of Section 35, Township 2 South, Range 9 East as shown in Book 22 of Surveys, at page 51, recorded March 30, 1995, Official Records of Stanislaus County and a found 2" Iron Pipe at station "E.C. 52+59.30 Back" as shown on County Survey No. 1606 titled CLARIBEL ROAD SURVEY, dated June 17, 1969 which bears North 89°47'09" West 1083.56 feet from said corner of Section 2. Distances shown and described are ground and in US Survey Feet.

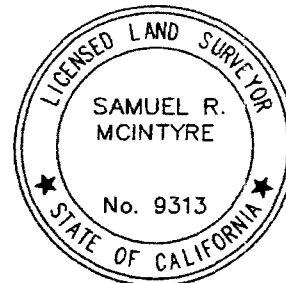
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Samuel McIntyre, LS 9313



MAY 18, 2017
Date

PORTION OF SECTION 35,
T.2S., R.9E. M.D.M.

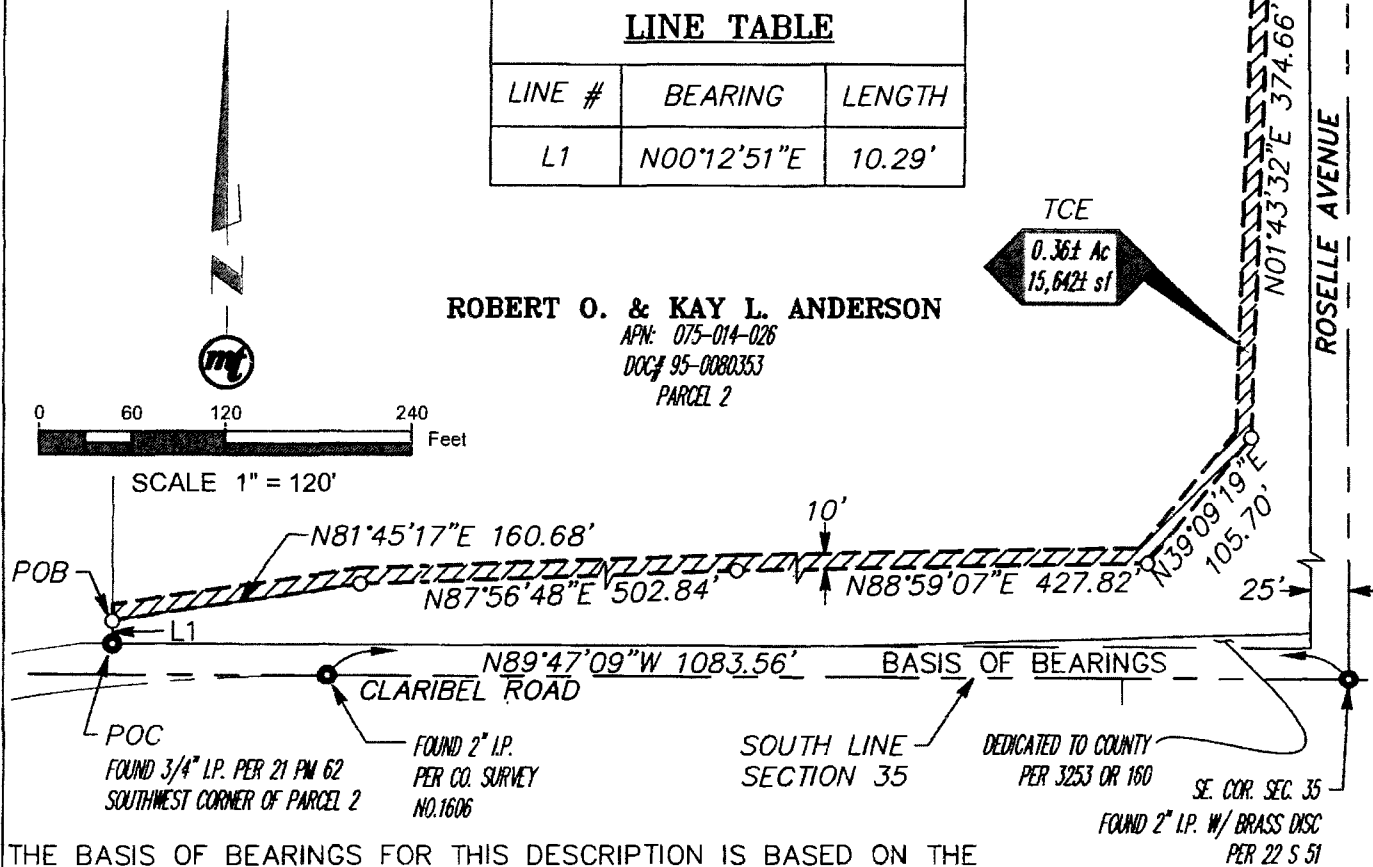


SRM
MAY 18, 2017 POT
M.I.D. LATERAL NO. 6

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- M MAPS
- M.I.D. MODESTO IRRIGATION DISTRICT
- OR OFFICIAL RECORDS
- ▨ TCE PARCEL TO BE TRANSFERRED
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- S BOOK OF SURVEYS
- TCE TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°12'51"E	10.29'



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE SOUTH LINE OF SECTION 35 AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREON. DISTANCES SHOWN ARE GROUND AND IN US SURVEY FEET. **SHEET 1 OF 1**



Scale: 1" = 120'
Date Feb. 2017
Drawn By SMB
Checked By SRM

Exhibit B
APN 075-014-026
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California

