

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

DEPT: Public Works

BOARD AGENDA #: C-3

AGENDA DATE: October 17, 2017

SUBJECT:

Approval to Consider and Adopt a Resolution of Necessity to Acquire Real Property, or Interest in Real Property, by Eminent Domain for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Parcel Owners Joe L. Dutra, Jr. and Jill R. Dutra, APN 075-025-011

BOARD ACTION AS FOLLOWS:

No. 2017-580

On motion of Supervisor Olsen, 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-3

Urgent

Routine

CB

AGENDA DATE: October 17, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval to Consider and Adopt a Resolution of Necessity to Acquire Real Property, or Interest in Real Property, by Eminent Domain for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Parcel Owners Joe L. Dutra, Jr. and Jill R. Dutra, APN 075-025-011

STAFF RECOMMENDATIONS:

1. Find that the public interest and necessity require the Claribel Road at Roselle Avenue Intersection Road Widening Project (Project).
2. Find that the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. Find that the subject property, APN 075-025-011, described in the attached Resolution is necessary for the Project.
4. Find that the offer required by section 7267.2 of the Government Code has been made to the parcel owners, Joe L. Dutra, Jr. and Jill R. Dutra, of the property to be acquired.
5. Adopt a Resolution of Necessity in the form attached hereto as Attachment 1.
6. Authorize County Counsel to initiate eminent domain proceedings to acquire the subject property.

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, and restriping of the roadway at Claribel Road and Roselle Avenue. This project will also improve safety and efficiency at the intersection.

Approval to Consider and Adopt a Resolution of Necessity to Acquire Real Property, or Interest in Real Property, by Eminent Domain for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Parcel Owners Joe L. Dutra, Jr. and Jill R. Dutra, APN 075-025-011

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 (ROW) acquisitions needed for the construction of this project.

On August 30, 2016, the Board of Supervisors adopted the Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the proposed project.

The County needs to acquire the following property described below to accomplish the proposed improvements:

Property Owners:	Joe L. Dutra, Jr. and Jill R. Dutra
Assessor's Parcel Number:	075-025-011 (portion)
ROW Acquisition Area:	0.71± Acres Permanent Road Easement (approximate) 0.20± Acres Temporary Construction Easement

The property is zoned Neighborhood Commercial C-1, and the entire parcel contains 7.0 acres. The property is currently being used as an almond orchard, void of building improvements.

The County has offered the owners of the subject property the sum of \$81,200, which an appraiser hired by the County determined to be the fair market value for the subject property, pursuant to section 7267.2 of the Government Code. A copy of the offer letter is attached (Attachment 2).

The County and owner have been in correspondence since March of 2017 to discuss the project and ROW acquisition needed for the project. On May 18, 2017, the County's ROW consultant, Overland Pacific and Cutler (OPC), met with the owner to deliver and discuss the offer. The County received a counter offer on June 12, 2017 of \$239,086 sighting greater crop loss values than what was shown on the appraisal. A copy of the counter offer is attached (Attachment 3). The County reviewed the counter offer and presented a reasonable settlement offer of \$153,000 on July 19, 2017 to which the property owner countered with \$205,944 on July 31, 2017. A copy of the email correspondence with the reasonable settlement offer and 2nd counter offer is attached (Attachment 4). The County is continuing negotiations with the owner.

Public Works staff recommends initiating the process of acquiring the ROW from the owner through the eminent domain process. Starting the eminent domain process now allows the County to obtain an order of possession while the ROW acquisition compensation is negotiated.

To authorize the use of the power of eminent domain, the Board must first adopt a Resolution of Necessity required by section 1245.220 of the Code of Civil Procedure. The purpose of the Resolution of Necessity hearing is to provide the owners of the property the opportunity to be heard on the matters referred to in section 1240.030 of the Civil Code as follows:

Approval to Consider and Adopt a Resolution of Necessity to Acquire Real Property, or Interest in Real Property, by Eminent Domain for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Parcel Owners Joe L. Dutra, Jr. and Jill R. Dutra, APN 075-025-011

1. Whether the public interest and necessity require the project;
2. Whether the project is planned or located in the manner that will be most compatible with the greatest public good and least private harm;
3. Whether the property sought to be acquired is necessary for the project; and
4. Find that the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.

The owner was sent a written Notice of Intent on Tuesday, September 26, 2017, as required by section 1245.235 of the Code of Civil Procedure, refer to Attachment 5.

The Department of Public Works offers the following in support of each of the above-mentioned matters:

1. The Public Interest and Necessity Require the Project.

Signalization at the intersection would address safety, operational conditions, and air quality concerns. Existing operations at the Claribel Road and Roselle Avenue intersection are not meeting acceptable levels of service standards required to meet current and anticipated future traffic through the intersection. Proposed signalization of the intersection would include intersection widening and increased turning radii for left turn movements to accommodate light vehicle and truck turning movements. These improvements would increase traffic flow through the intersection improving both air quality and safety hazards.

2. The project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.

The County and the Project Development Team took into consideration the configuration of the existing intersection and the associated impacts of the proposed improvements would have on private property. The proposed improvements have the least amount of impacts to private property, while still accomplishing the goal to relieve traffic congestion at the intersection.

3. The property sought to be acquired is necessary for the project.

To increase traffic flow through the intersection improving air quality and safety hazards, the proposed ROW acquisition of the subject property is necessary for the project to be built.

4. Find that the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.

The most recent offer was hand-delivered to Joe L. Dutra, Jr. and Jill R. Dutra on May 18, 2017.

ROW acquisition is required from 4 parcels in order to construct the project. ROW is still being negotiated with the owners of 3 parcels, including this parcel.

Construction of this project is scheduled to begin in the spring of 2018. Prior to the start of construction, ROW must be acquired and cleared to enable overhead utilities to be relocated.

Approval to Consider and Adopt a Resolution of Necessity to Acquire Real Property, or Interest in Real Property, by Eminent Domain for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Parcel Owners Joe L. Dutra, Jr. and Jill R. Dutra, APN 075-025-011

POLICY ISSUE:

The Board of Supervisors' approval is necessary for all Resolution of Necessity per section 1245.220 of the Code of Civil Procedures.

FISCAL IMPACT:

The costs associated with conducting the Resolution of Necessity hearings are funded 66% by Public Facilities Fees (PFF) Fund 6401 and 34% by City of Riverbank. Although the costs have not been identified, it is anticipated that they will be minimal and no budget adjustment is necessary to the Fiscal Year 2017-2018 Adopted Final Public Works Road Projects Budget.

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 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. Resolution of Necessity
2. Offer Letter
3. Counter Offer
4. Email Correspondence
5. Notice of Intent

ATTACHMENT 1
RESOLUTION OF NECESSITY

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: October 17, 2017

2017-580

On motion of Supervisor Olsen 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

THE FOLLOWING RESOLUTION WAS ADOPTED: Item # C-3

**A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY BY EMINENT
DOMAIN PARCEL APN: 075-025-011
OWNER: JOE L. DUTRA, JR. AND JILL R. DUTRA**

BE IT RESOLVED, that the Board of Supervisors of the County of Stanislaus, State of California, hereby finds and determines as follows:

WHEREAS, Article I, section 19 of the Constitution of the State of California and section 25350.5 of the Government Code authorizes the Board of Supervisors of any County to acquire by eminent domain any property necessary to carry out any of the powers or functions of the County; and

WHEREAS, the real properties to be taken are described in Exhibit "A", "B", "A-1" and "B-1" attached hereto and made a part hereof; and

WHEREAS, the take of the real property is required for the project; and

WHEREAS, the County proposes to install traffic signals, widen the intersection to provide for truck turn movements, add dedicated left turn lanes in all directions, place an asphalt overlay, and restripe the roadway at Claribel Road and Roselle Avenue; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Supervisors of Stanislaus County by no less than two-thirds vote of its members:

1. The public interest and necessity require the acquisition of the real property interests described in Exhibit "A", "B", "A-1" and "B-1" attached hereto and incorporated by this reference for the proposed public project.

2. The proposed project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The properties sought to be acquired and described by this resolution is necessary for the public project.
4. The offer required by section 7267.2 of the Government Code has been made to the owners of record.
5. On August 30, 2016, the Board of Supervisors adopted the Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the proposed project.
6. The County Counsel is hereby authorized to institute eminent domain proceedings in the Superior Court of the State of California for the County of Stanislaus, for the purpose of acquiring the properties described herein above, and is further authorized to institute proceedings for taking pre-judgment possession of said properties and to deposit the probable amount of compensation therefore, in accordance with California Code of Civil Procedure section 1255.010, as directed by the Superior Court as security for said possessions. Counsel is further authorized to associate with, at its election, a private law firm for the prosecution of said proceedings.
7. In order to timely complete the project and provide the benefits of the project in a timely and orderly manner, the County has an overriding need for possession of the property described and depicted in Exhibit "A", "B", "A-1" and "B-1" attached hereto and prior to entry of denied, the County and the residents of California to be served by the proposed project, will suffer a substantial hardship. County Counsel is hereby authorized to request an Order from the Court authorizing the County to take prejudgment possession of the property.
8. The Temporary Construction Easements as described in exhibits A-1 and B-1 is for a term of two years, commencing upon possession, with the option to extend the term by one additional year upon payment of additional compensation as set forth in the offer to the owners.
9. To the extent the property or a portion of it has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

10. That the Auditor/Controller of Stanislaus County is directed to draw all necessary warrants payable to the State Treasurer or County Clerk in the amount specified in the Written Summary of Just Compensation prepared in accordance with the Code of Civil Procedure sections 1255.010, et seq. All warrants shall be drawn from the County Treasury. No warrant shall be drawn on that account for purposes of furthering the eminent domain action unless sufficient funds have been deposited to fund any such warrant.

ATTEST: ELIZABETH A. KING, Clerk
Stanislaus County Board of Supervisors,
State of California



File No.

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-025-011
Right of Way

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, 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, which bears along the South line of Section 36, North 89°35'23" West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at Page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South 89°35'23" East 353.80 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956-00, Official Records of Stanislaus County, and the **Point of Beginning**; thence along the westerly line of said property North 00°33'48" West 49.61 feet; thence leaving said westerly line South 87°40'28" East 885.77 feet; thence South 00°24'37" West 20.00 feet to the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County; thence along said right-of-way North 89°35'23" West 884.43 feet to the **Point of Beginning**.

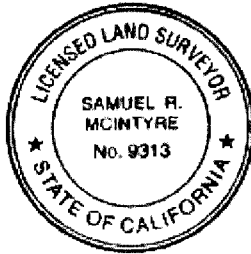
Containing 0.71 acres or 30,789 square feet.

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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.



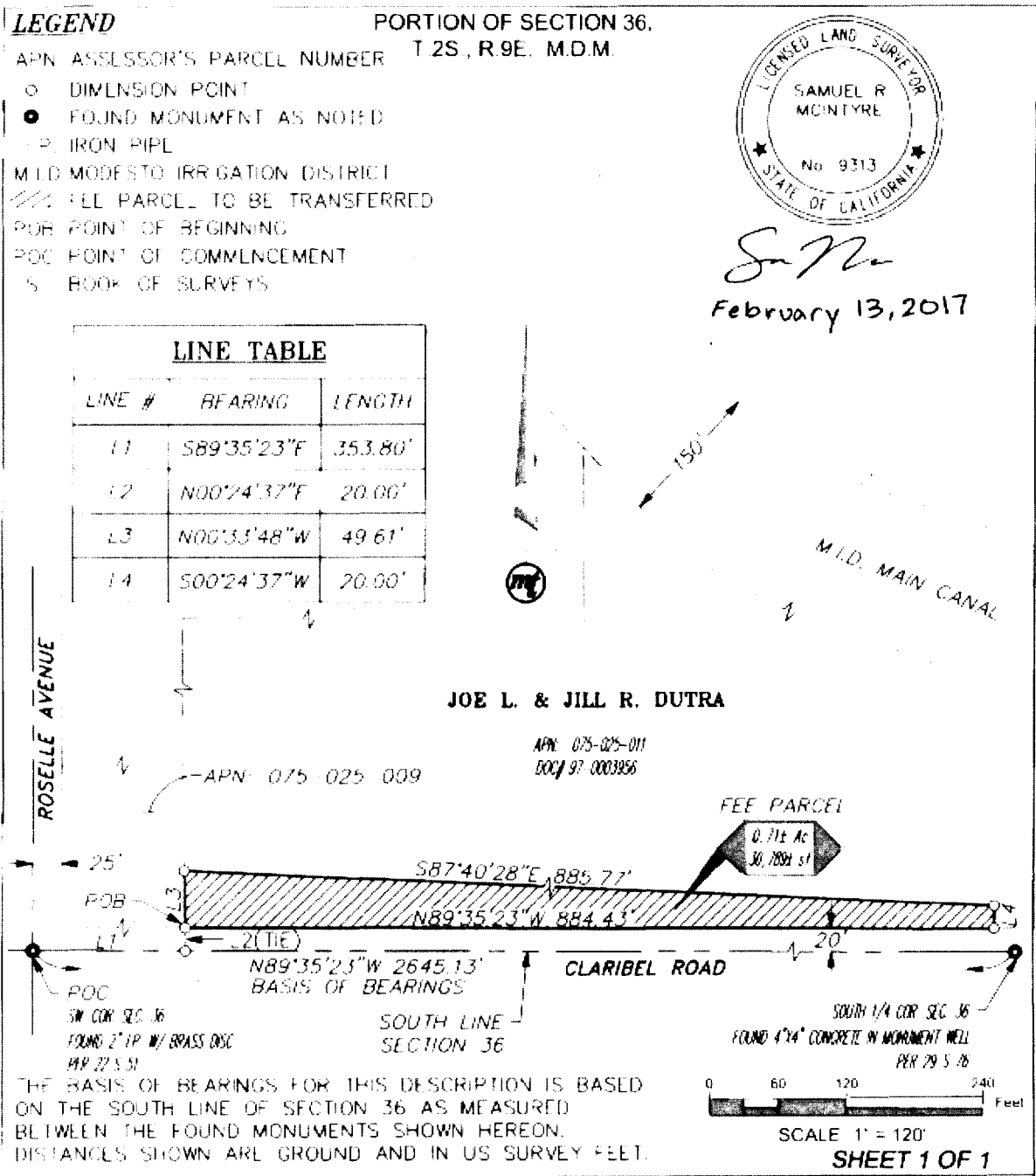
Samuel McIntyre, LS 9313




03/13/2017

Date

Exhibit "B"



 Mark Thomas & Company Inc.

Scale: 1" = 120'

Date: Feb. 2017

Drawn By: SMB

Checked By: SRM

Exhibit B

APN 075-025-011

Plat to Accompany Legal Description

In the City of Modesto

Stanislaus County, California



Exhibit "A-1"

LEGAL DESCRIPTION

APN: 075-025-011

TCE

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

All that portion of said Lot 4, within a strip of land 10-foot wide, lying parallel and northerly of the following described line:

Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, 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, which bears along the South line of Section 36, North 89°35'23" West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South 89°35'23" East 353.80 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956, Official Records of Stanislaus County; thence along the westerly line of said property North 00°33'48" West 49.61 feet to the **Point of Beginning**; thence leaving said westerly line South 87°40'28" East 885.77 feet to the **Point of Terminus** which bears North 00°24'37" East 20.00 feet from the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County.

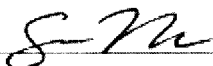
Side lines of the described 10-foot strip are prolonged to the most westerly line of said property and to the projected intersection of the course measured between the Point of Terminus and the north right-of-way of Claribel Road.

Containing 0.20 acres or 8,908 square feet.

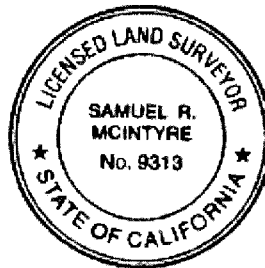
This Temporary Construction Easement shall expire no later than 01/01/2021

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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.

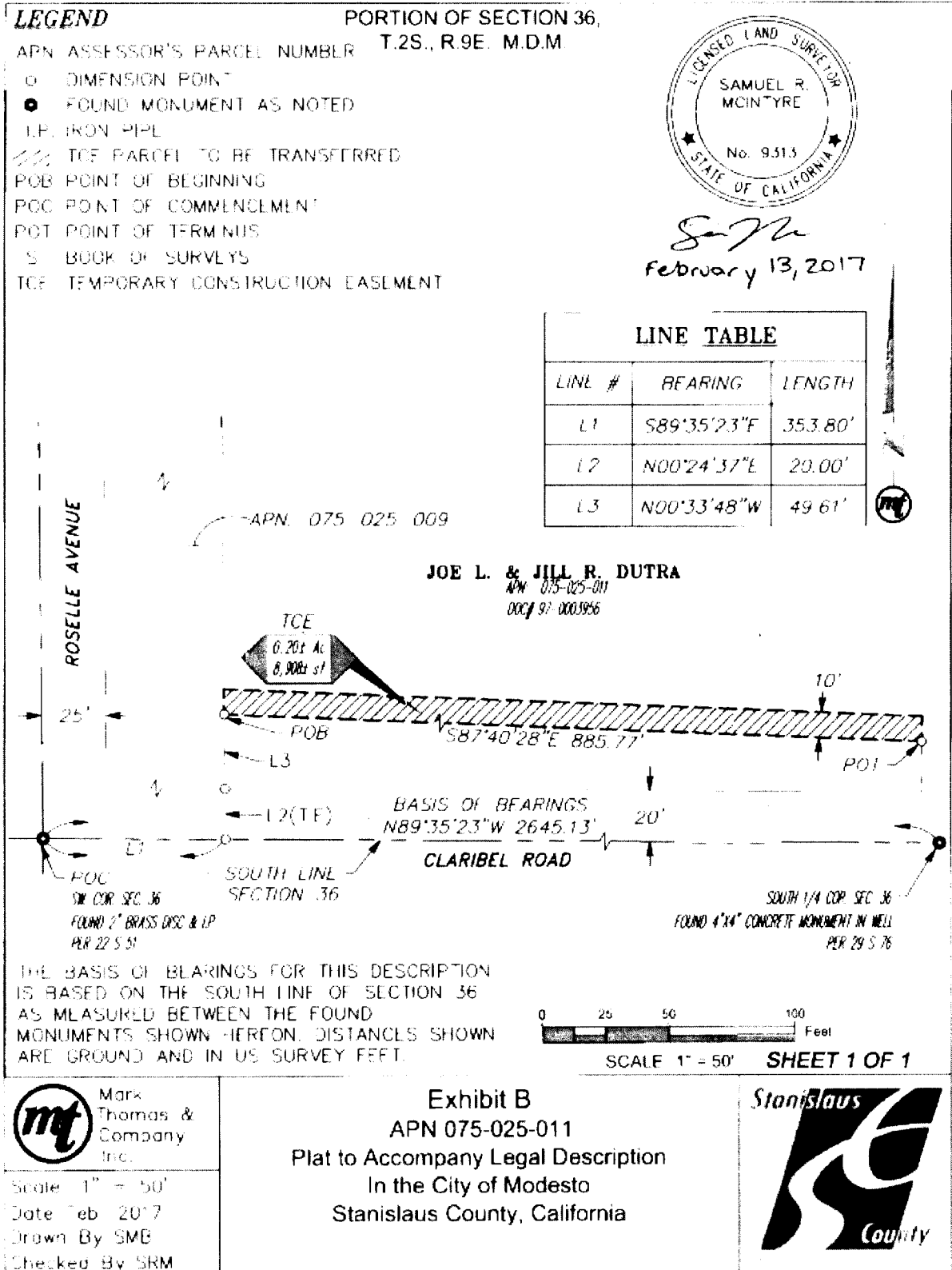


Samuel McIntyre, LS 9313



03/13/2017
Date

Exhibit "B-1"



ATTACHMENT 2
OFFER LETTER

May 18, 2017

Joe L. Dutra, Jr.
Jill R. Dutra
29601 Grooms Road
Oakdale, CA 95361

Regarding: County of Stanislaus ~ Claribel Road at Roselle Avenue Intersection Project
Easement portion of APN: 075-025-011

Dear Mr. & Mrs. Dutra, Jr.:

The County of Stanislaus (County) has finalized plans for the Claribel Road and Roselle Avenue Intersection Improvement Project. As previously discussed with you, this project will require the acquisition of two easements on a portion of your property necessary to construct the proposed project improvements. The County seeks to acquire a permanent easement of 30,789+/- sq. ft. or approximately 0.71 acres and a temporary construction easement consisting of 8,908+/- sq. ft. or approximately 0.20 acres on your parcel known as APN: 075-025-011 and as shown in the attached Permanent Roadway Easement Exhibit A & B and Temporary Construction Easement Exhibit A-1 & B-1.

Accordingly, the County hereby makes an offer to acquire a permanent easement and a temporary construction easement on a portion of your property located near the intersection of Claribel Road and Roselle Avenue, Riverbank, California, for the sum of \$81,200.00, which is segregated as follows:

<u>\$42,600.00</u>	Road Deed: 0.71 acres (or 30,789+/- sf)
<u>\$ 2,400.00</u>	Temporary Construction Easement: 0.20 acres (or 8,908+/- sf)
<u>\$36,181.00</u>	Cost to Cure (Income Loss of 206 trees, development of Agricultural Lane and Irrigation Modification)
<u>\$ N/A</u>	Benefits
<u>\$81,200.00</u>	Total (rounded)

The County's offer is the full amount determined to be just compensation for the property interest. The basis for that determination is explained in the attached Information and Appraisal Summary Statements. It is the County's hope that this price is agreeable to you and that the acquisition can begin immediately.

Joe L. Dutra, Jr. and Jill R. Dutra

APN: 075-025-011

May 18, 2017

Page 2 of 2

As the County's acquisition agent, I will be your main point of contact and will work directly with you throughout the acquisition process. If you have any questions regarding this letter and accompanying statements, please feel free to contact me (916) 637-8127 or (800) 400-7356.

If this offer is acceptable, please contact me coordinate execution of the Agreement and open escrow services.

Finally, any agreement that you make with the County's staff or consultants for the County's purchase of the Property will not be binding on the County unless and until it is approved by the County's Board of Supervisors.

Also enclosed is an informational pamphlet about the California Eminent Domain Law. Under California Law, the County is required to provide you with the attached informational pamphlet detailing the eminent domain process and your rights under the Californian Eminent Domain Law.

Your cooperation and immediate attention to this matter will be greatly appreciated.

Sincerely,



Steven Harris
Project Manager

SH:dm

cc: Nate Tumminelo, PE – Stanislaus County

OFFER RECEIVED

By _____

Date _____

Receipt of Offer Does Not
Constitute Acceptance

INFORMATION STATEMENT

This offer is presented in settlement of the acquisition of a permanent easement interest on a portion of your property near the intersection of Claribel Road and Roselle Avenue, Riverbank, California.

<u>\$42,600.00</u>	Road Deed: 0.71 acres (or 30,789+/- sf)
<u>\$ 2,400.00</u>	Temporary Construction Easement: 0.20 acres (or 8,908+/- sf)
<u>\$36,181.00</u>	Cost to Cure (Income Loss of 206 trees, development of Agricultural Lane and Irrigation Modification)
<u>\$ N/A</u>	Benefits
<u>\$81,200.00</u>	Total (rounded)

The value of the portion of your property being purchased is based upon a market value appraisal prepared by an independent appraisal firm in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of, where applicable, recent sales of comparable sites and similar properties in this locality with consideration to the highest and best use for development of the property; an income approach based on the potential fair rental for your property has been considered where applicable; and a replacement cost approach considering the estimated depreciated cost of the improvements, together with the value of the land, has been considered where applicable. Any diminution in value of the remainder parcel, or costs to mitigate same, have also been considered.

Before arriving at a conclusion of value, the appraiser conducted an investigation in order to obtain the information necessary. The investigation generally includes an inspection of the property and improvements, and review of the improvements, a review of the immediate surrounding and regional influences, the property zoning and uses permitted, a study of the highest and best use to which the property can be put, easements which may exist on the property, the availability of utilities, access and street improvements. The appraiser conducted interviews with knowledgeable persons, collect comparable data, information relating to fair rental value of the property and the cost of reproducing the improvements on the property.

The offer is the full amount believed by the County of Stanislaus to be just compensation for the portion of your property. It is not less than the County's approved appraisal of the Fair Market Value of the property. Any decreases or increases in the Fair Market Value of the real property to be acquired prior to the date of the valuation caused by the public improvements or project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the County and its appraiser in making their determination of the Fair Market Value of such property.

FAIR MARKET VALUE, as used in the appraisal, is (a) "... the fair market value of the property taken is the highest price on the date of valuation that would be agreed by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor obligated to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the full knowledge of all the uses and purposes for which the property is reasonably

adaptable and available. (b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable." (Section 1263.320 Code of Civil Procedure)

The determination of just compensation does not reflect any consideration of or allowance for relocation assistance and payments to which you may be entitled to receive under applicable State or Federal Law or of the County's agreement to pay certain settlement costs.

This summary of the basis of the amount offered as just compensation is presented in compliance with State, and where applicable, Federal Law. Attached is an Appraisal Summary Statement including information pertinent to our offer to acquire the easement on the property.

In the event you are the owner of a business conducted on the property being acquired by the County, you may be entitled to compensation for loss of goodwill, if any, if you are able to make a showing of such loss pursuant to the requirements of California Code of Civil Procedure Section 1263.510. For your information, Section 1263.510 is reprinted below in its entirety.

- (A) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:
 - (1) The loss is caused by the taking of the property or the injury to the remainder.
 - (2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
 - (3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
 - (4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.
- (B) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

Pursuant to Civil Code of Procedure section 1263.025 should you elect to obtain an independent appraisal, the County will pay for the actual reasonable costs up to \$5,000 subject to the following conditions;

- (A) You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the County will not be a party to the contract.

- (B) The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).

- (C) Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Stanislaus, 1716 Morgan Road, Modesto, California 95358 within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal, copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the County concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

BASIS OF APPRAISAL
(Claribel Road, Riverbank, California)

The market value for the permanent easement portion of property to be acquired by the County is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Recent sales of comparable properties and income data are utilized as appropriate. Full consideration is given to zoning, development potential and the income the property is capable of producing.

1. The Sales Comparison approach is based on the consideration of comparable land sales.

Value of the permanent easement portion of Property pursuant to Sales Comparison approach (See attached sheet for Exhibit "C" principal transactions)	\$42,600.00
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2. The Cost approach is based in part on a replacement cost new of improvements less depreciation.

Total Replacement Cost New	\$ N/A
Depreciation from all causes	\$ N/A
Value of Improvements in Place	\$ N/A
Land (estimated by direct sales comparison)	\$ N/A
Indicated value of the larger parcel (entire Property) by Cost approach	\$ N/A

3. The Income approach is based on an analysis of income and expenses to the property.

Overall Capitalization Rate	N/A
Net Operating Income	\$ N/A
Indicated value of the larger parcel by Income approach	\$ N/A

Valuation Conclusion Fair Market Value of Property: \$42,600.00

APPRAISAL SUMMARY STATEMENT (Easement)

PROJECT: Claribel Road at Roselle Avenue Intersection Project

Date of Valuation:	March 8, 2017
Assessor's Parcel Number:	075-025-011, Stanislaus County
Property Owner:	Joe R. Dutra, Jr. and Jill R. Dutra, husband and wife, as joint tenants
Owners Mailing Address:	29601 Grooms Road, Oakdale, CA 95361
Subject Property Address:	Near the intersection of Claribel Road and Roselle Avenue, Riverbank, CA
Legal Description:	See Exhibits "A", "B", A-1 and "B-1" attached hereto
Site Area:	<u>7.00+/- acres</u>
Permanent Easement Area:	30,789 sq. ft. (or 0.71+/- acres)
Temporary Construction Easement Area:	8,908 sq. ft. (or 0.20+/- acres)
Improvements to be acquired:	Approximately 206 Almond trees, irrigation/sprinklers and fencing. Removal of trees and relocation of fencing will be handled as part of the project.
Zoning:	C-1, Neighborhood Commercial
Present Use:	An Almond Orchard on an interim basis until demand warrants the property's development to a commercial use
Highest & Best Use Determination:	An Almond Orchard on an interim basis until demand warrants the property's development to a commercial use
Interest Being Valued:	Permanent and Temporary Easements

VALUATION APPROACHES USED:

Market Data Approach: Yes

Cost/Data Reproduction Approach: No

Income Approach: No

Damage to Remainder (Severance Damage): No

BASIS FOR CALCULATION:

Road Deed:

0.71 Acres x \$60,000/Acre = \$42,600.

Temporary Construction Easement:

0.20 Acres x \$60,000/Acre x 10% x 2 = \$2,400.

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-025-011
Right of Way

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, 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, which bears along the South line of Section 36, North 89°35'23" West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at Page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South 89°35'23" East 353.80 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956-00, Official Records of Stanislaus County, and the **Point of Beginning**; thence along the westerly line of said property North 00°33'48" West 49.61 feet; thence leaving said westerly line South 87°40'28" East 885.77 feet; thence South 00°24'37" West 20.00 feet to the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County; thence along said right-of-way North 89°35'23" West 884.43 feet to the **Point of Beginning**.

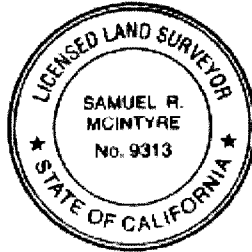
Containing 0.71 acres or 30,789 square feet.

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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.



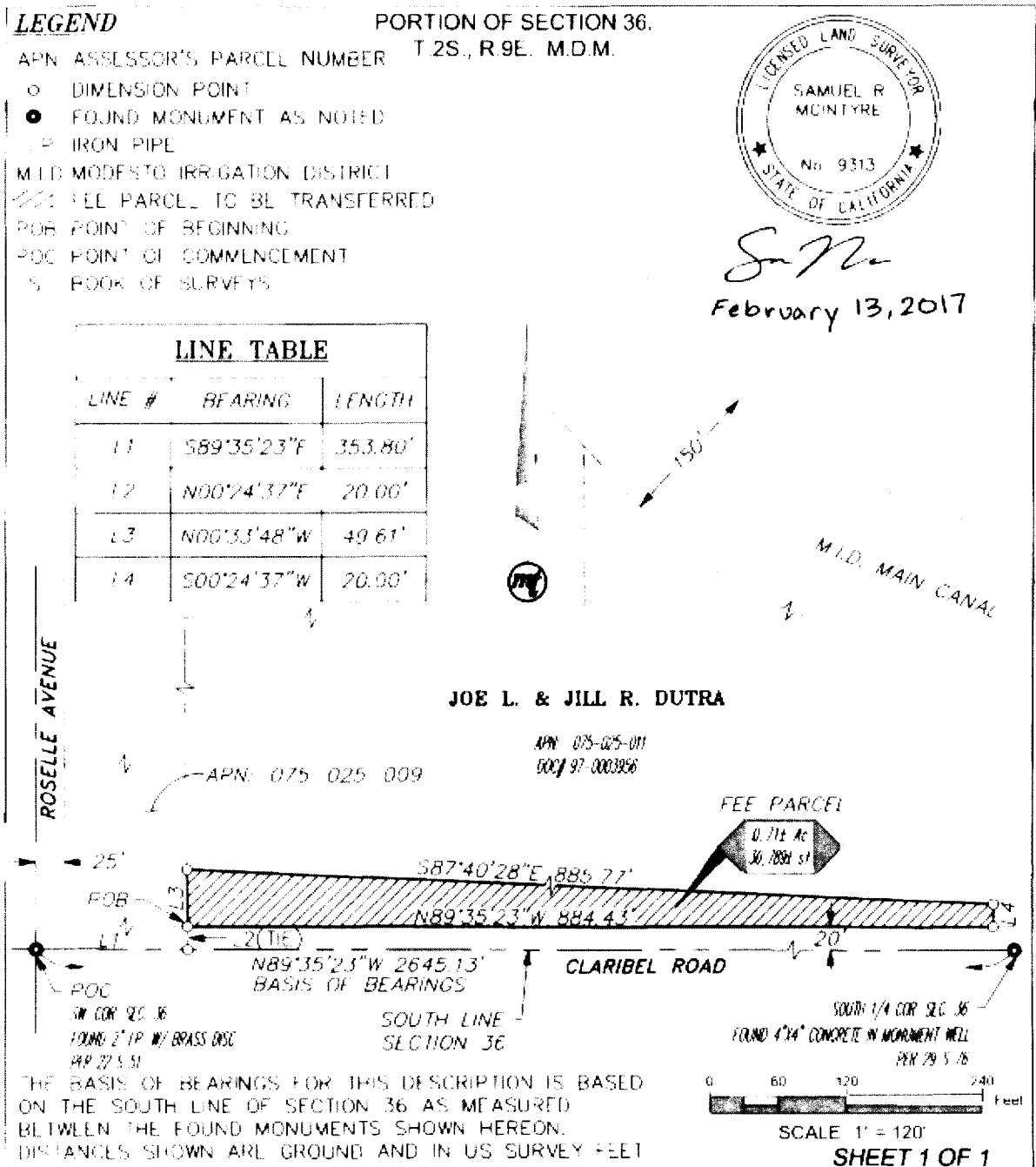
Samuel McIntyre, LS 9313



03/13/2017

Date

Exhibit "B"




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

Exhibit B
APN 075-025-011
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



Exhibit "A-1"

LEGAL DESCRIPTION

APN: 075-025-011

TCE

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

All that portion of said Lot 4, within a strip of land 10-foot wide, lying parallel and northerly of the following described line:

Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, 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, which bears along the South line of Section 36, North 89°35'23" West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South 89°35'23" East 353.80 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956, Official Records of Stanislaus County; thence along the westerly line of said property North 00°33'48" West 49.61 feet to the **Point of Beginning**; thence leaving said westerly line South 87°40'28" East 885.77 feet to the **Point of Terminus** which bears North 00°24'37" East 20.00 feet from the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County.

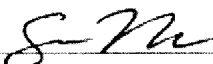
Side lines of the described 10-foot strip are prolonged to the most westerly line of said property and to the projected intersection of the course measured between the Point of Terminus and the north right-of-way of Claribel Road.

Containing 0.20 acres or 8,908 square feet.

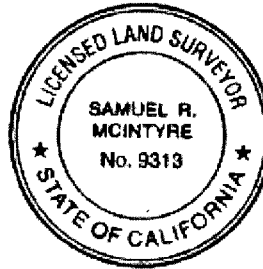
This Temporary Construction Easement shall expire no later than 01/01/2021

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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.

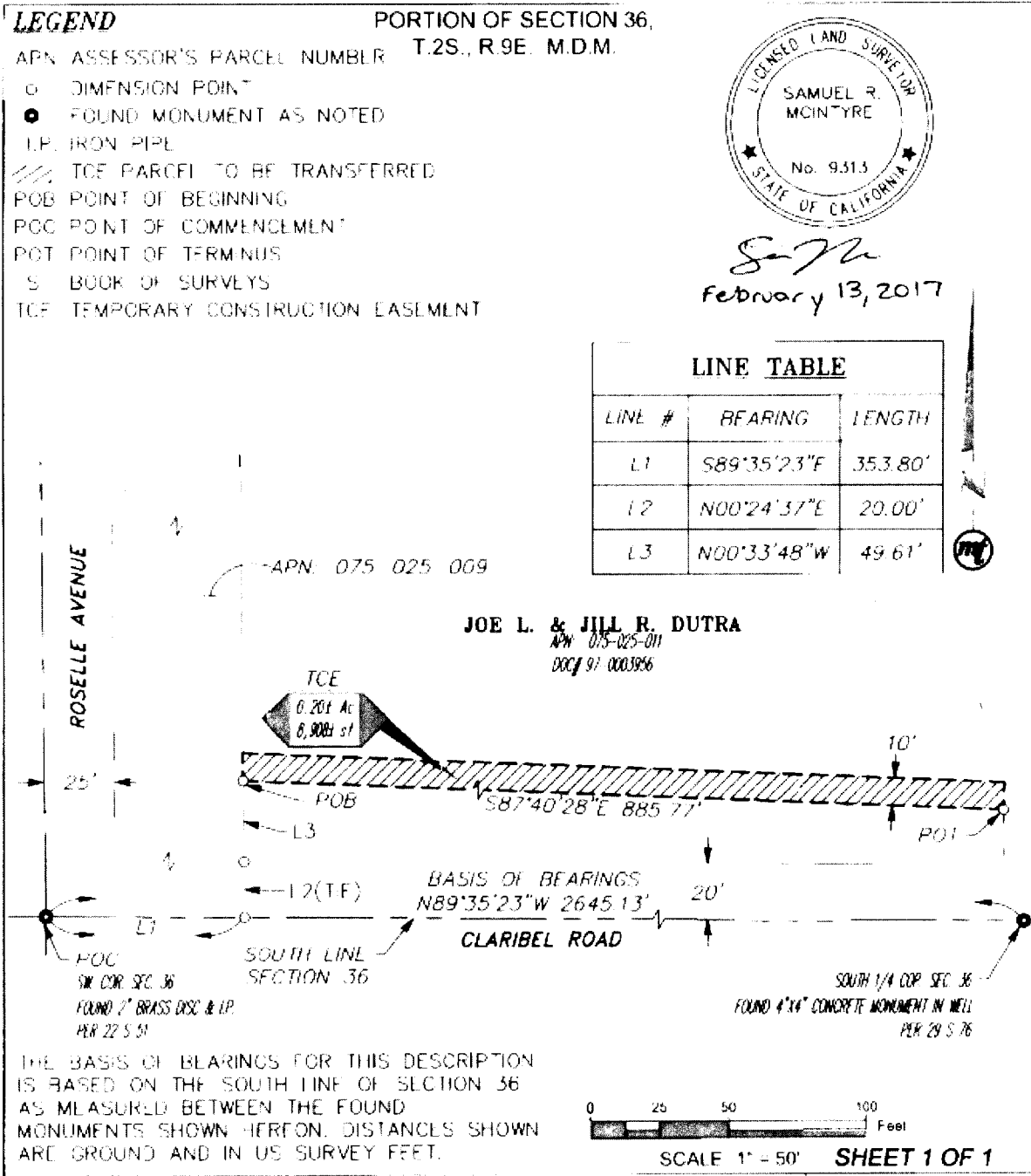


Samuel McIntyre, LS 9313



03/13/2017
Date

Exhibit "B-1"





 Mark Thomas & Company Inc.	Exhibit B APN 075-025-011 Plat to Accompany Legal Description In the City of Modesto Stanislaus County, California	 Stanislaus County
Scale 1" = 50' Date Feb. 2017 Drawn By SMB Checked By SRM		

Exhibit "C"

TRANSITIONAL/AG LAND SALES SUMMARY

Sale No.	Location / APN	Grantor Grantee Doc./MLS#	Sale Date	Sale Price	Size/AC	\$/Acre	Zoning	Shape	Status of Property A.T.O.S.
	3739 Roselle Ave. Modesto, CA / 083-004-047	No'een Lily 13649	Feb-16	\$750,000	10.18	\$73,674	SP (Tivoli)	Rectangle	Rural Ranchette Located in City Limits Tivoli CPD
2	1720 Kiernan Ave Modesto, CA / 046-006-002 & 024	Nessier Giannini 71022	Sep-16	\$1,200,000	32.27	\$37,186	A-2-40 (Urban Trans.)	Rectangle	Irrigated Field Crop Land Inside Modesto SOI Kiernan/Carver CPD
3	35 Vella Way Modesto, CA / 082-004-035	North Mod. Inv. Black Roc Holdg. 64927	Aug-15	\$390,000	11.36	\$34,331	A-2-10 (Urban Trans.)	Rectangle	Rural Ranchette Inside Modesto SOI Hetch/Hetchy CPD
	5622 Dale Rd Modesto, CA / 003-008-035	Sarkis Sandhu 19674	May-15	\$460,000	8.82	\$52,154	A-2-40	Flag	Agriculture Desirable Homesite Area Outside of SOI
5	McHenry Ave Modesto, CA / 074-001-016	Foundation Mngt. Berghill LLC 17327	Mar-15	\$280,000	5.33	\$52,533	A-2-40	Basically Rectangle	Agriculture Desirable Homesite Area Outside of SOI

Acquisition Policies and Procedures

Acquiring Agency:
Stanislaus County
Department of Public Works

Project Name:
Claribel Road at Roselle Avenue
Intersection Improvement Project

Acquiring Agency Representative:



Overland, Pacific & Cutler, Inc.
1024 Iron Point Road, Suite 100
Folsom, CA 95630
Phone: (916) 637-8127

INTRODUCTION

This question and answer brochure intends to provide a non-technical, understandable discussion of the Acquiring Agency (listed above) property acquisition procedures and the principal rights and options available to you, the property owner. If the Acquiring Agency decides to acquire your property, it must abide by these procedures to fulfill its obligations under applicable federal and/or state law.

The Acquiring Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to assist in the acquisition process. Their address and telephone number is listed above. Please contact them if you have any questions about the acquisition procedures or your rights.

GENERAL PROPERTY ACQUISITION QUESTIONS

1. Who Will Make The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many decisions. The final decision to proceed with the project is made by the Acquiring Agency after a thorough review which often includes public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Acquiring Agency.

2. How Will The Acquiring Agency Determine How Much To Offer For My Property?

Before making you an offer, the Acquiring Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and state the professional opinion of its current fair market value in an appraisal report. After the appraiser has completed the report, a review appraiser may recheck the work to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Acquiring Agency is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by the Acquiring Agency on the basis of its appraisal(s).

3. What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. The fair market value of a property is generally considered to be "just compensation". Fair market value does not take into account intangible elements such as sentimental value, goodwill, business profits, or any special value that your property may have for you or for the Acquiring Agency.

4. How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce.

5. Will I Have A Chance To Talk To The Appraiser?

Yes. You must be contacted and given the opportunity to accompany the appraiser during the inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

6. Can I Hire My Own Appraiser And Will I Be Reimbursed For The Cost?

Yes. Should you elect to have an independent appraisal conducted in addition to the appraisal conducted by the Acquiring Agency, you are entitled to be reimbursed for the reasonable costs of the appraisal, up to \$5,000. In order to receive any reimbursement, the appraiser you chose must be licensed with the Office of Real Estate Appraisers (OREA) and in accord with the Uniform Standards of Professional Appraisal Practice. For information regarding licensed appraisers, please visit the OREA web site at www.orea.ca.gov.

Appraisals, such as the one being obtained by the Acquiring Agency, are very specialized appraisals. It is imperative that the appraiser you chose be familiar with this particular type of appraisal.

Once you have chosen an appraiser, it is requested that you submit your reimbursement request in writing to the Acquiring Agency's acquisition representative, Overland, Pacific & Cutler, Inc. at the address listed on the front page within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remits full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract is made), appraisal report, and invoice for completed work by the appraiser must be provided to the Acquiring Agency concurrent with submission of the appraisal cost reimbursement request. The cost must be reasonable and justifiable.

7. How Soon Will The Acquiring Agency Give Me A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible for the Acquiring Agency to make a written purchase offer within 90 days of the date it first notifies the owner of its intent to appraise the property. Appraisal of commercial and industrial property may take somewhat longer.

The Acquiring Agency must give you a written offer to acquire your property for the full amount it determines to be just compensation, and it must do so promptly after it determines that amount. Along with the offer you are to receive a written statement explaining the basis for the Acquiring Agency's determination of just compensation.

8. What Is The Acquiring Agency Basis For Its Statement Of Just Compensation?

The Acquiring Agency's statement of the basis for its determination of just compensation must be provided to you with the written purchase offer. Among other things, this statement must include:

- A general statement of the Acquiring Agency's proposed use for the property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The amount of the offer.
- An indication that the offer does not reflect any relocation payments or other relocation assistance which you may receive.
- The recognized definition of the term "fair market value".
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.
- Notice that if you are a business owner, you may be entitled to compensation for loss of goodwill.

9. Must I Accept The Acquiring Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The Acquiring Agency must make reasonable efforts to consider and respond to your evidence and suggestions.

10. May I Have Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please so inform the Acquiring Agency in writing. However, state law does not require the Acquiring Agency to pay the costs of any such representation.

11. If I Agree To Accept The Acquiring Agency's Offer, How Soon Will I Be Paid?

If you reach a voluntary agreement to sell your property and your ownership (title) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Acquiring Agency indicates that further action is necessary to show your ownership is clear, you may be able to hasten the payment by helping the Acquiring Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

12. What Happens If I Don't Agree To The Final Offer By The Acquiring Agency?

If you are unable to reach a voluntary agreement through negotiations, the Acquiring Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often referred to as condemnations.

If your property is to be acquired by condemnation and you would like it done promptly, the Acquiring Agency must file the condemnation suit without unreasonable delay. If the Acquiring Agency decides to abandon its intention to acquire, it will immediately give such notice to the property owner.

13. What Happens After The Acquiring Agency Condemns My Property?

You will be notified of the action. In the event the Acquiring Agency requires possession of your property, prior to the completion of the condemnation action, the Acquiring Agency will deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner is then permitted to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Your early withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Acquiring Agency will have the same right. After hearing the evidence of all parties, a jury will determine the amount of just compensation. If that amount exceeds the amount deposited by the Acquiring Agency, you will be paid the difference, plus any interest that may be provided under state law.

To help you in presenting your case, in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, as a general rule, the costs of these professional services and other costs which an owner incurs in presenting his case to the court must be paid by the owner.

14. What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. The Acquiring Agency may also file an appeal if it believes the amount of the judgment is too high.

15. Will I Have To Pay Any Settlement Costs?

You will be responsible for the payment of the balance on any mortgage on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Acquiring Agency will not charge you any sales commission. And the Acquiring Agency is responsible for all reasonable and necessary costs for typical services required to complete the sale, including recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Acquiring Agency.

The Acquiring Agency will identify these items in a Settlement Cost Statement to be given to you at the time of settlement or soon after the court award of compensation, if the property is acquired by condemnation. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the Acquiring Agency within six months after the acquisition. The Acquiring Agency will assist you in filing a claim for these costs.

16. May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on a property are not required by the Acquiring Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even the entire house. If you wish to keep any improvements, please let the Acquiring Agency know as soon as possible.

If you do arrange to keep any improvements, the Acquiring Agency will deduct only its salvage value from the price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his own expense.) Of course, if you arrange to keep any real property improvement (such as a fireplace mantel or a shrub), you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

17. Can The Acquiring Agency Take Only A Part Of My Property?

Yes. But if the Acquiring Agency acquires a portion of your property leaving you with an uneconomic remnant (a portion of land not capable of an economic development or use), the Acquiring Agency will offer to acquire the uneconomic remnant if you so desire. Whether an uneconomic remnant remains after the Acquiring Agency's acquisition will be determined by the Acquiring Agency's appraiser and attorney as well as by negotiations with the property owner.

18. Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If arrangements are made to rent acquired property to an owner or his tenant for a short term or for a period subject to termination by the Acquiring Agency on short notice, the rental will not exceed the lesser of the fair rental of the property to the short term occupier, or the pro-rated portion of the fair market value for a typical rental period. If the owner or tenant is an occupant of a dwelling, the rental for the dwelling shall be within his financial means in accordance with state or federal law, as applicable.

19. How Soon Must I Move?

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. Also, except in an unusual instance where there is an urgent need for your property, you cannot be required to move from your residence or to move your business or farm operation without at least a 90 day advance written notice of the date by which your move is required.

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your residence, decent, safe and sanitary replacement housing must be available before you can be required to move.

Construction or development of the projects shall be scheduled such that no person lawfully occupying real property shall be required to move from a dwelling (assuming a comparable replacement dwelling will be available) or to move his business without at least 90 days written notice from the date by which the move is required.

20. Will I Be Compensated For The Loss Of Goodwill For My Business?

If the owner of real property is also the owner of a business conducted on the real property to be acquired, he may have a right to compensation for loss of goodwill. Pertinent provisions of the California Code of Civil Procedure addressing compensation for "loss of goodwill" are provided below.

*CODE OF CIVIL PROCEDURE - ARTICLE 6 (SECTIONS 1263.510 - 1263.530)
COMPENSATION FOR LOSS OF GOODWILL*

In the event you are the owner of a business conducted on the property being acquired by the Acquiring Agency, you may be entitled to compensation for loss of goodwill, if any, if you are able to make a showing of such loss pursuant to the requirements of California Code of Civil Procedure Section 1263.510. For your information, Section 1263.510 is reprinted below in its entirety.

- (A) *The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:*
- 1) The loss is caused by the taking of the property or the injury to the remainder.*
 - 2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.*
 - 3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.*
 - 4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.*
- (B) *Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage."*

21. My Property Is Worth More Now Than When I Bought It. Do I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the federal income tax would apply to a gain or loss resulting from a condemnation for public purposes. In most cases, the owner of property acquired for public purposes may postpone the gain and associated taxes if certain conditions are met within a defined period. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

22. Will My Property Taxes Increase Substantially When I Move Because Of The Proposition 13 Reassessment Formula?

No. Not as long as the replacement property's purchase price does not exceed 120 percent of the sales price for the acquired property. Section 2(d) of Article XIII A of the California Constitution and the Revenue and Taxation Code Section 68 generally provides that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

If the full cash value of the comparable replacement property does not exceed 120 percent of the award or purchase price of the property taken or acquired, then the adjusted base year value of the property taken or acquired shall be transferred to the comparable replacement property. For example:

Purchase Price	120% Allowable Transfer Basis	Replacement Property Price	Subject Property Tax Basis	Replacement Tax Basis
\$100,000	\$120,000	\$130,000	\$50,000	\$60,000

Calculated as follows: $*\$50,000 + (\$130,000 - \$120,000) = \$60,000$

In the event that the replacement property price is greater than the replacement tax basis, the difference will be added to the subject property tax basis to represent the replacement tax basis.

23. Is It Possible To Donate Property To The Acquiring Agency?

Yes. However, prior to accepting any donation of real property, the Acquiring Agency must inform the owner in writing of the amount it believes to be just compensation for the property. The property owner must indicate in writing that, although he understands that he cannot be required to sell his property for less than just compensation, he voluntarily agrees to do so.

24. What Are The Advantages Of Selling My Property To The Acquiring Agency?

- Acquiring Agency pays full cash value for property as determined by an independent appraiser. Seller does not have to provide financing to sell the property.
- Seller does not have to pay real estate sales commission. Sales commissions typically equal six percent (6%) of the sales price in a private transaction.
- Acquiring Agency pays virtually all closing costs (i.e., escrow fees, recording fees, mortgage prepayment penalties).
- Seller may receive favorable capital gains tax treatment and can transfer his existing property tax basis to the replacement property.
- Acquiring Agency provides relocation benefits including referral assistance and cash payments.
- Acquiring Agency pays for moving expenses.

25. Additional Information

If you have further questions after reading this brochure, please contact the Acquiring Agency's representative at **Overland, Pacific & Cutler, Inc.** at the address and phone number listed on the front page.

May 18, 2017

Joe L. Dutra, Jr.
Jill R. Dutra
29601 Grooms Road
Oakdale, CA 95361

Regarding: County of Stanislaus ~ Claribel Road at Roselle Avenue Intersection Project
Easement portion of APN: 075-025-011
Documents for signature

Dear Mr. & Mrs. Dutra, Jr.:

Enclosed are the following acquisition documents for your signatures in connection with the above referenced property for the County of Stanislaus Claribel Road at Roselle Avenue Intersection Project:

- 1) **Agreement for Acquisition of Property (4 originals)** - please sign on Page 4 where indicated on each of the four agreements.
- 2) **Road Deed (1 original) - must be signed in front of a Notary Public and notarized.**
The Notary Public must notarize each signature exactly as "your name" is shown below the signature line or the Deed will be returned for correction.
- 3) **Temporary Construction Easement Deed (1 original) - must be signed in front of a Notary Public and notarized.** The Notary Public must notarize each signature exactly as "your name" is shown below the signature line or the Deed will be returned for correction.

The County has requested that **four (4) original agreements be signed** for the property. Upon completion, please forward all of the above **original executed documents** in the enclosed self-addressed stamped envelope to our office. Copies of the above documents are enclosed for your records.

If you have any questions, please do not hesitate to call me at (916) 768-1875 or (800) 400-7356. Thank you for your cooperation.

Sincerely,



Steve Harris

SH:dm
enclosures

Project: Claribel Road and Roselle
Avenue Intersection Project
Grantor: Joe L. Dutra, Jr. and
Jill R. Dutra
APN: 075-025-011

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Joe L. Dutra, Jr. and Jill R. Dutra, husband and wife as joint tenants** (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: 0.71 Acres x \$60,000/Acre	\$42,600.00
Temporary Construction Easement: 0.20 Acres x \$60,000/Acre x 10% x 2	\$ 2,400.00
Cost to Cure (income loss of 206 trees, development of Agricultural Lane and Irrigation Modification)	\$36,181.00
Benefits	\$ 0.00
Total	\$81,200.00

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:

0.20 Acres x \$60,000/Acre x 10% x 1 year = \$1,200.00

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)

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

COUNTY OF STANISLAUS

GRANTOR:

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

Joe L. Dutra, Jr.

Jill R. Dutra

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

RECOMMENDED FOR APPROVAL:

By: _____
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

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

EXHIBIT A

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

Road Name: CLARIBEL ROAD AND
ROSELLE AVENUE
APN: 075-025-011

ROAD DEED

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

Joe L. Dutra, Jr. and Jill R. Dutra, 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 _____

Joe L. Dutra, Jr.

Jill R. Dutra

APPROVED as to description: _____ Dated _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDAT/ON

This is to certify that the interest in real property conveyed by the deed or grant dated _____ From Joe L. Dutra, Jr. and Jill R. Dutra, 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 _____)

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: 075-025-011

Right of Way

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

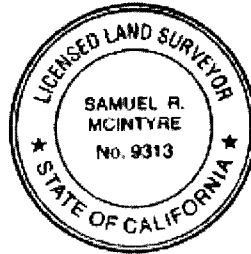
Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, Township 2 South, Range 9 East, as shown in Book 22 of Surveys, at Page 51, recorded March 30, 1995, Official Records of Stanislaus County, which bears along the South line of Section 36, North 89°35'23" West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at Page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South 89°35'23" East 353.80 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956-00, Official Records of Stanislaus County, and the **Point of Beginning**; thence along the westerly line of said property North 00°33'48" West 49.61 feet; thence leaving said westerly line South 87°40'28" East 885.77 feet; thence South 00°24'37" West 20.00 feet to the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County; thence along said right-of-way North 89°35'23" West 884.43 feet to the **Point of Beginning**.

Containing 0.71 acres or 30,789 square feet.

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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



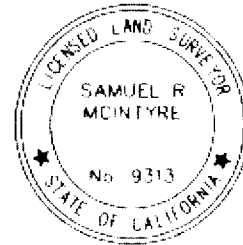
03/13/2017
Date

Exhibit "B"

LEGEND

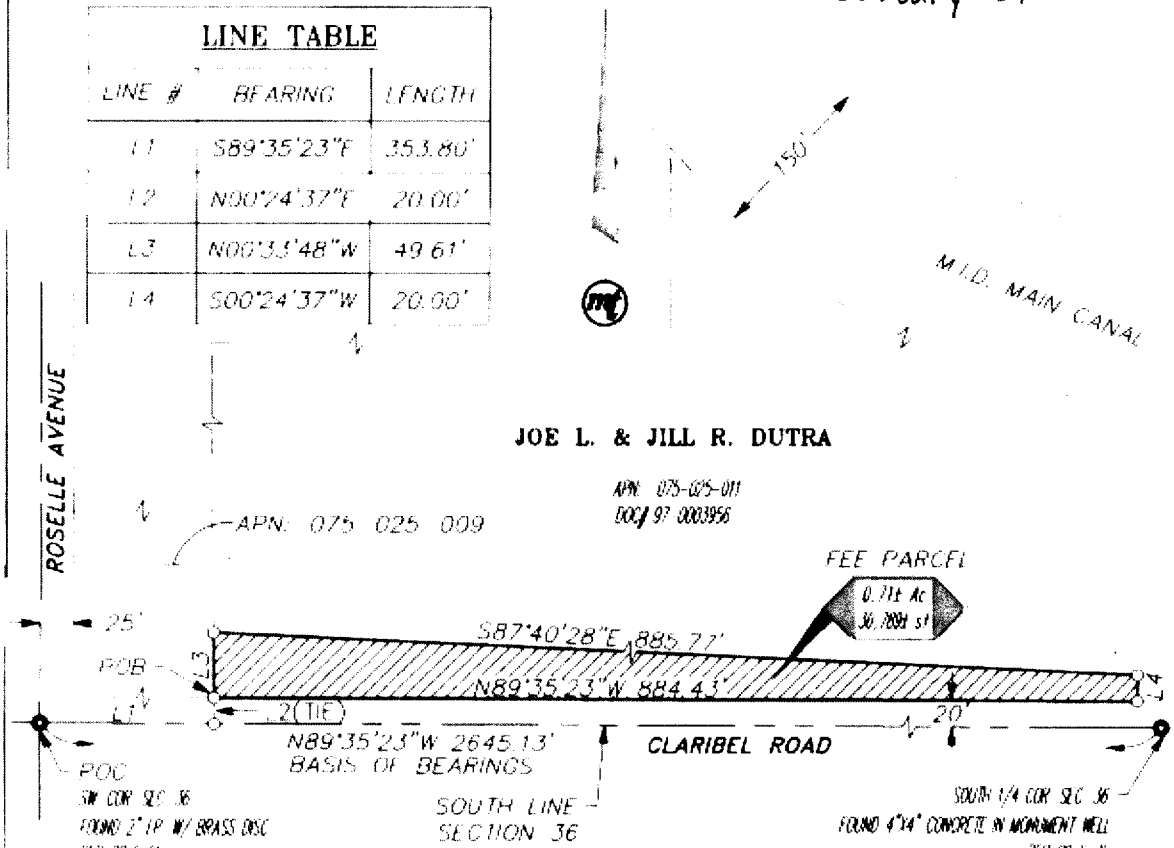
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- ≡ IRON PIPE
- M.I.D. MODESTO IRRIGATION DISTRICT
- ▨ FEE PARCEL TO BE TRANSFERRED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- S BOOK OF SURVEYS

PORTION OF SECTION 36,
T 2S., R 9E. M.D.M.



Samuel R. McIntyre
February 13, 2017

LINE TABLE		
LINE #	BEARING	LENGTH
11	S89°35'23"E	353.80'
12	N00°24'37"E	20.00'
13	N00°33'48"W	49.61'
14	S00°24'37"W	20.00'



JOE L. & JILL R. DUTRA

APN: 075-025-011
DOC# 97-0003956

APN: 075 025 009

FEE PARCEL

0.71± Ac
30,709± sq ft

25'

POB

POC

SW COR. SEC. 36

FOUND 2" IP W/ BRASS DISC

PER 27 S 78

PER 27 S 78

PER 27 S 78

N89°35'23"W 2645.13'
BASIS OF BEARINGS

SOUTH LINE
SECTION 36

CLARIBEL ROAD

SOUTH 1/4 COR. SEC. 36

FOUND 4" 1/4" CONCRETE IN MONUMENT WELL

PER 29 S 78

PER 29 S 78

PER 29 S 78



SCALE 1" = 120'

SHEET 1 OF 1



Mark
Thomas &
Company
Inc.

Scale: 1" = 120'

Date: Feb. 2017

Drawn By: SMS

Checked By: SRM

Exhibit B

APN 075-025-011

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: 075-025-011

TEMPORARY CONSTRUCTION EASEMENT

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

Joe L. Dutra, Jr. and Jill R. Dutra, 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: _____

Joe L. Dutra, Jr.

Jill R. Dutra

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 Joe L. Dutra, Jr. and Jill R. Dutra, 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: 075-025-011

TCE

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

All that portion of said Lot 4, within a strip of land 10-foot wide, lying parallel and northerly of the following described line:

Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, 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, which bears along the South line of Section 36, North $89^{\circ}35'23''$ West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South $89^{\circ}35'23''$ East 353.80 feet; thence leaving said South line North $00^{\circ}24'37''$ East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956, Official Records of Stanislaus County; thence along the westerly line of said property North $00^{\circ}33'48''$ West 49.61 feet to the **Point of Beginning**; thence leaving said westerly line South $87^{\circ}40'28''$ East 885.77 feet to the **Point of Terminus** which bears North $00^{\circ}24'37''$ East 20.00 feet from the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County.

Side lines of the described 10-foot strip are prolonged to the most westerly line of said property and to the projected intersection of the course measured between the Point of Terminus and the north right-of-way of Claribel Road.

Containing 0.20 acres or 8,908 square feet.

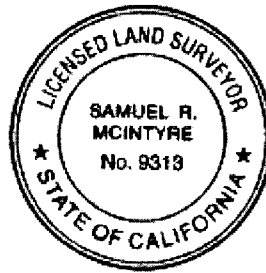
This Temporary Construction Easement shall expire no later than 01/01/2021

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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

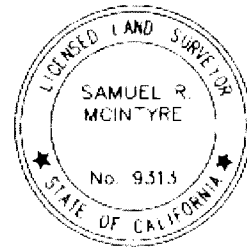


03/13/2017
Date

Exhibit "B"

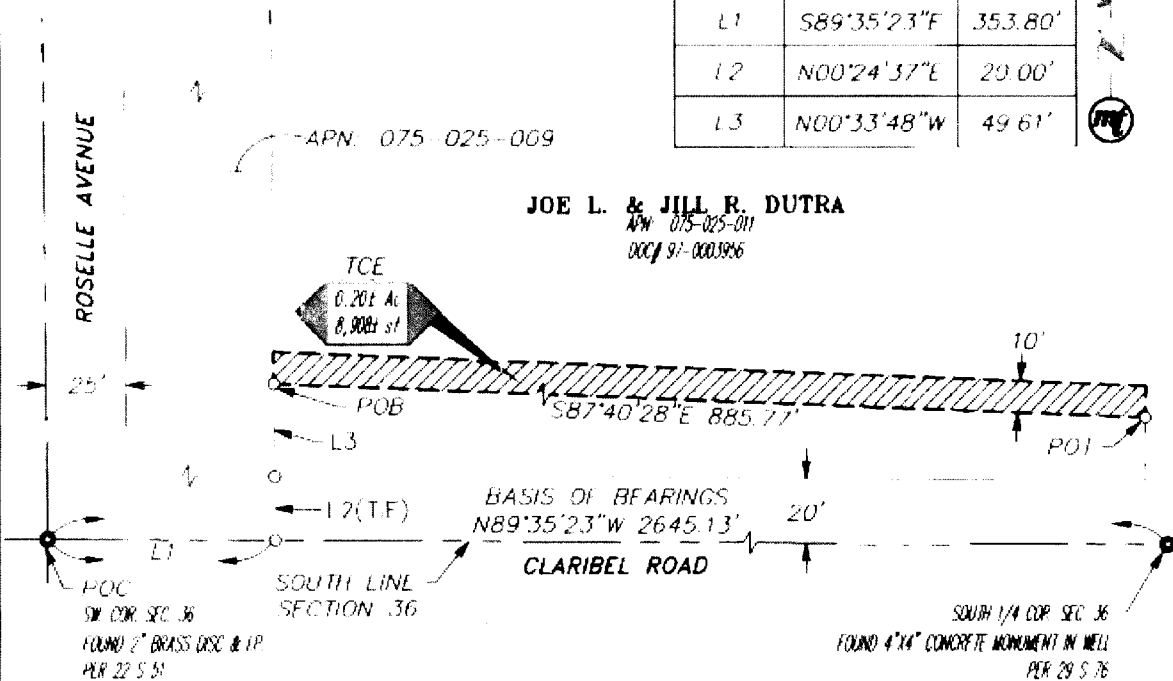
LEGEND

- APN ASSESSOR'S PARCEL NUMBLR T.2S., R.9E. M.D.M.
- DIMENSION POINT
 - FOUND MONUMENT AS NOTED
 - I.P. IRON PIPE
 - //// TCE PARCEL TO BE TRANSFERRED
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - POT POINT OF TERMINUS
 - S BOOK OF SURVEYS
 - TCE TEMPORARY CONSTRUCTION EASEMENT



S.R. McIntyre
February 13, 2017

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°35'23" E	353.80'
L2	N00°24'37" E	20.00'
L3	N00°33'48" W	49.61'



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE SOUTH LINE OF SECTION 36 AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREON. DISTANCES SHOWN ARE GROUND AND IN US SURVEY FEET.



SCALE 1" = 50' SHEET 1 OF 1



Scale 1" = 50'
Date Feb 2017
Drawn By SMB
Checked By SRM

Exhibit B
APN 075-025-011
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: CLARIBEL ROAD AND
ROSELLE AVENUE
APN: 075-025-011

ROAD DEED

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

Joe L. Dutra, Jr. and Jill R. Dutra, 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 _____

Joe L. Dutra, Jr.

Jill R. Dutra

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 Joe L. Dutra, Jr. and Jill R. Dutra, 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 _____)

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: 075-025-011

Right of Way

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

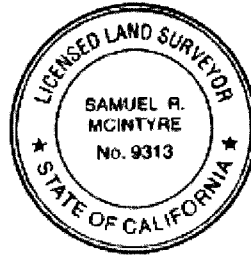
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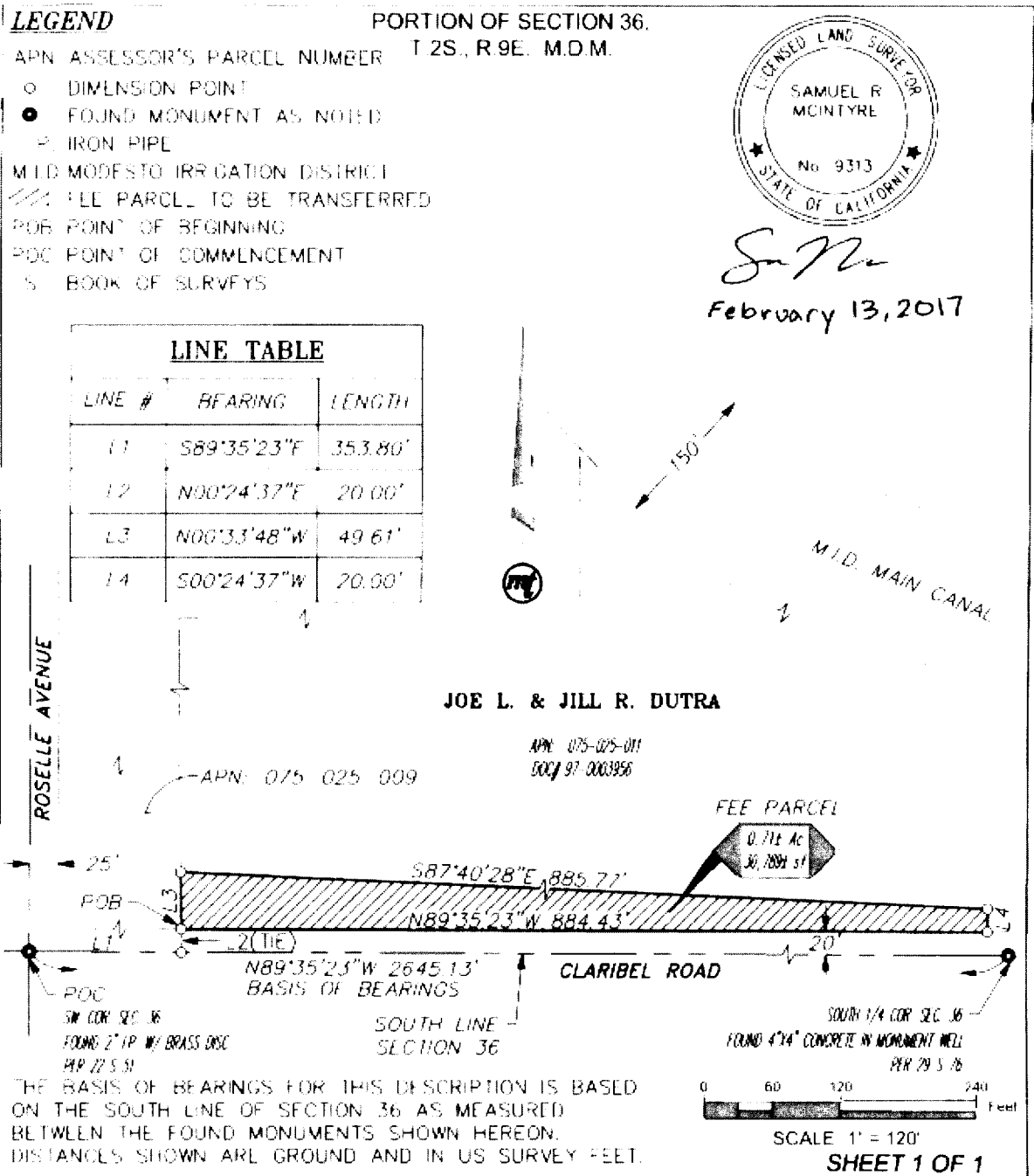
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Samuel McIntyre, LS 9313



03/13/2017
Date

Exhibit "B"



Mark Thomas & Company Inc.

Scale: 1" = 120'

Date: Feb. 2017

Drawn By: SM3

Checked By: SRM

Exhibit B

APN 075-025-011

Plat to Accompany Legal Description

In the City of Modesto

Stanislaus County, California



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: 075-025-011

TEMPORARY CONSTRUCTION EASEMENT

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Joe L. Dutra, Jr. and Jill R. Dutra, husband and wife,

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SEE EXHIBITS "A" AND "B"

Dated: _____

Joe L. Dutra, Jr.

Jill R. Dutra

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 Joe L. Dutra, Jr. and Jill R. Dutra, 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: 075-025-011
TCE

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

All that portion of said Lot 4, within a strip of land 10-foot wide, lying parallel and northerly of the following described line:

Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, 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, which bears along the South line of Section 36, North 89°35'23" West 2645.13 from a 4"x4" concrete monument marking the South 1/4 Corner of Section 36, as shown in Book 29 of Surveys, at page 76, recorded May 26, 2006, Official Records of Stanislaus County; thence along said south line South 89°35'23" East 353.80 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the most southwesterly corner of the property described in the GRANT DEED to Joe L. Dutra, Jr. and Jill R. Dutra, recorded January 17, 1997 and filed as Document 97-0003956, Official Records of Stanislaus County; thence along the westerly line of said property North 00°33'48" West 49.61 feet to the **Point of Beginning**; thence leaving said westerly line South 87°40'28" East 885.77 feet to the **Point of Terminus** which bears North 00°24'37" East 20.00 feet from the north right-of-way line of Claribel Road as shown in Volume 7 of Maps, at page 3, recorded August 13, 1912, Official Records of Stanislaus County.


Side lines of the described 10-foot strip are prolonged to the most westerly line of said property and to the projected intersection of the course measured between the Point of Terminus and the north right-of-way of Claribel Road.

Containing 0.20 acres or 8,908 square feet.

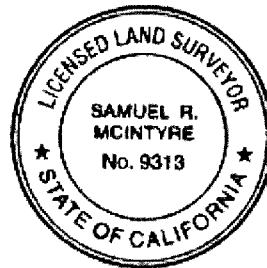
This Temporary Construction Easement shall expire no later than 01/01/2021

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89°35'23" West. 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

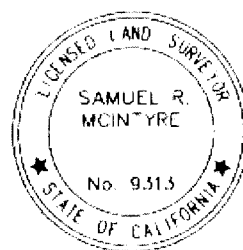
Exhibit "B"

LEGEND

- APN ASSESSOR'S PARCEL NUMBLR T.2S., R.9E. M.D.M.
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- //// TCE PARCEL TO BE TRANSFERRED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- S BOOK OF SURVEYS
- TCE TEMPORARY CONSTRUCTION EASEMENT

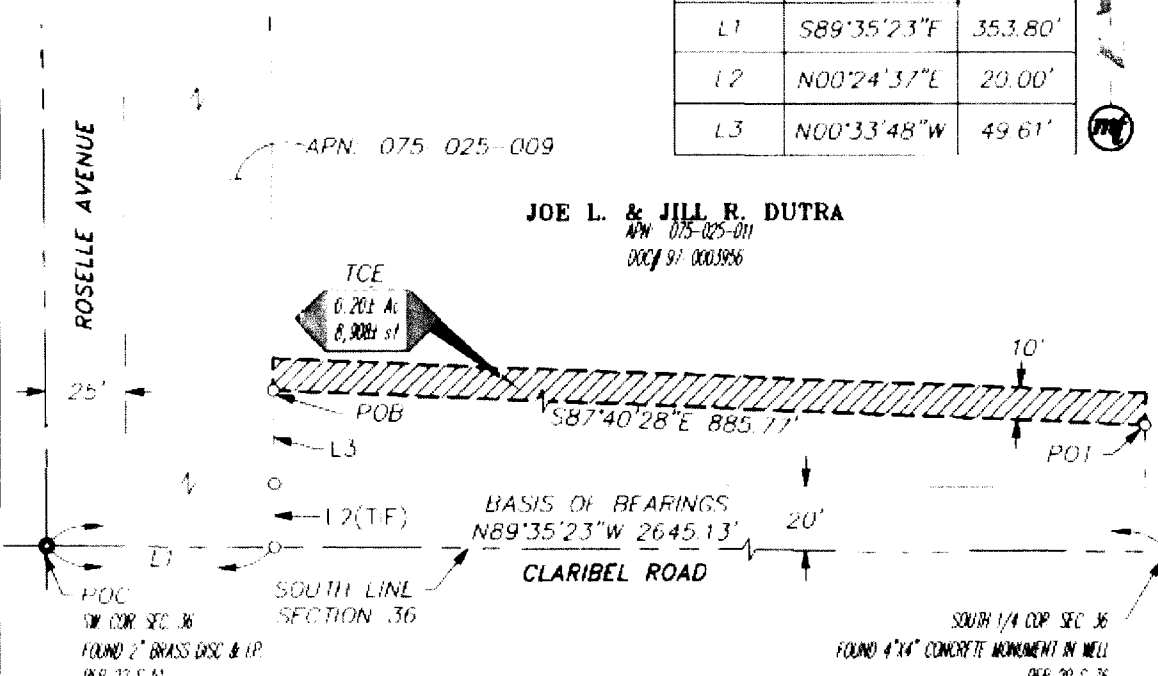
PORTION OF SECTION 36,

T.2S., R.9E. M.D.M.

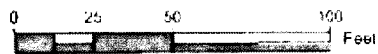


SRM
February 13, 2017

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°35'23"E	353.80'
L2	N00°24'37"E	29.00'
L3	N00°33'48"W	49.61'



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE SOUTH LINE OF SECTION 36 AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREOF. DISTANCES SHOWN ARE GROUND AND IN US SURVEY FEET.



SCALE 1" = 50' SHEET 1 OF 1



Scale 1" = 50'
Date Feb 2017
Drawn By SMB
Checked By SRM

Exhibit B
APN 075-025-011
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



ATTACHMENT 3
COUNTER OFFER

Overland, Pacific & Cutler, Inc.
1024 Iron Point Road #100
Folsom, CA 95680

Steve Harris:

Major Concerns:

- 1) Irrigation water comes from the south side under Claribel Road. This point of entry for water must continue. The well, pump, filters, fertilizer tanks and power source are all located on the south side of Claribel Road. In addition, one location for all these items is much easier to manage and coordinate than multiple locations.
- 2) The entry point for farm equipment to cross Claribel Road for this ranch will no longer exist with your easement request. A new entry point must be created to the East which is outside the easement area. It is impracticable and extremely unsafe to have farm equipment drive down Claribel Road! To create a new entry point the ground must be graded, fence removed and old tree stumps removed. In addition with the new entry point and drive thru another 12 trees will have to be removed. This now would total 218 trees that would have to be removed.

If the above 2 items are not met and agreed upon in writing the whole 7 acres would become non- farmable. Then simply an uneconomic remnant would exist on the whole parcel. The County then would have to attempt to purchase the whole 7 acres.

The next page will show compensation needed for requested easement.
Trees are 3rd leaf and just coming into production for the next 20 years.

Received 6/12/2017 (RM)

*Trees in full production per acre	3500 lbs.		
10 years in full production		x10 = 35000 lbs.	
Other years of production acre	2500 lbs.		
10 years		x10 = 25000 lbs.	
Total production life for 1 acre		60000lbs.	
**Price per pound		x\$3.00	
Gross Income Per Acre			\$180000
Cultural costs per acre	\$2500		
Life of production		x20	
Total Life Cultural Costs			(\$ 50000)
Net Per Acre Over Life of Production		\$130000	
Trees per acre 21 x 14 planting		divided 148	
Net value per tree over life			\$878.38
Total trees removed			x218
Net Value of All Trees Removed			\$191486
Irrigation modification per Pacific Southwest			\$ 5000
*** Road Deed Per Your Appraisal			\$42600
TOTAL COMPENSATION			\$239086

*My Orchards in full production average in excess of 3800lbs. per acre

**Price per pound does vary but I did receive \$4.38lb. for 2015 crop.

***Land Value appears to be low considering property is zoned Commercial and is already annexed into the city of Riverbank.

Should anyone have any questions or comments feel free to contact Joe Dutra by email: dutraranches @velociter.net or by phone at 209-838-2019.

ATTACHMENT 4
EMAIL CORRESPONDENCE

Steven Harris

From: Steven Harris
Sent: Tuesday, August 29, 2017 10:14 AM
To: 'Joe Dutra'
Subject: RE:

Hello Mr. Dutra, per our conversation this morning I've attached a copy of the offer letter that includes language to you regarding the process for obtaining your own independent appraisal.

Pursuant to Civil Code of Procedure section 1263.025 should you elect to obtain an independent appraisal, the County will pay for the actual reasonable costs up to \$5,000 subject to the following conditions;

- (A) You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the County will not be a party to the contract.
- (B) The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
- (C) Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Stanislaus, 1716 Morgan Road, Modesto, California 95358 within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal, copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the County concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

Please feel free to call me if you have any additional questions, (916) 768-1875.

Thanks,

Steve

From: Joe Dutra [mailto:dutraranches@velociter.net]
Sent: Monday, August 21, 2017 2:12 PM
To: Steven Harris
Subject: RE:

How would you value the discount of money?? You can't even get 1 % on a savings account!

From: Steven Harris [mailto:sHarris@opcservices.com]
Sent: Monday, August 21, 2017 2:02 PM
To: Joe Dutra
Subject: RE:

Where there is a disagreement is in the discount rate 1% versus 3%. I'm not sure how you could substantiate the 1%?

Steven Harris | Project Manager

Overland, Pacific & Cutler, Inc.
1024 Iron Point Road #100, Folsom, CA 95630
office (916) 857-1520 | www.OPCservices.com

Building relationships, delivering projects.

From: Joe Dutra [<mailto:dutraranches@velociter.net>]
Sent: Tuesday, August 15, 2017 4:52 PM
To: Steven Harris
Subject: RE:

I can obtain calculations. What do they want??

From: Steven Harris [<mailto:sHarris@opcservices.com>]
Sent: Tuesday, August 15, 2017 3:48 PM
To: Joe Dutra (dutraranches@velociter.net)
Subject: FW:

Good afternoon Mr. Dutra,

The County has reviewed your most recent counter offer and while they can agree to the conditions regarding water and access during construction they cannot accept the compensation value for crop losses of \$154,444.00. The County does not feel your recent calculations can be supported and justified to the Board for approval.

They are willing to stand by the offer of \$153,000 to reach a negotiated settlement for the easements. I'm hopeful you will consider this offer and we can complete this transaction.

If you are not in agreement please let me know as soon as possible? I also want to inform you our project schedule is rapidly moving forward and while the County would continue to negotiate they will decide whether to begin the process to ask the Board to pass the Resolution of Necessity next week.

Please feel free to call me to discuss, my number is (916) 768-1875.

Thanks,

Steve

Steven Harris | Project Manager
Overland, Pacific & Cutler, Inc.
1024 Iron Point Road #100, Folsom, CA 95630
office: (916) 857-1520 | www.OPCservices.com
Building relationships, delivering projects.

From: Joe Dutra [<mailto:dutraranches@velociter.net>]
Sent: Monday, July 31, 2017 6:41 PM
To: Steven Harris
Subject:

I guess we are getting closer. Thanks

Overland, Pacific & Cutler, Inc.
1024 Iron Point Road #100
Folsom, CA 95680

Steve Harris:

In response to your last email; I'm glad you agreed with the income and expenses. 3% discount is too high. 1% would be more inline. This would be a \$19,040 discount. That would leave lost income of \$110,960 per 148 trees or \$749.73 per tree X 206 trees would equal \$154,444 total crop loss compensation. Add the other 4 items listed in your email of \$51,500. New compensation would be \$205,944.

Keep in mind I still have major concerns regarding the following:

- 1) Current water source to property must be available at all times. Also I must have a minimum of 90 days notice before any construction, so I can make appropriate changes to water system.
- 2) Entry point to property must continue at same spot at all times during and after construction. If a new entry point is necessary then more trees will be removed and compensation would have to be adjusted to reflect as such.
- 3) I will need a 20 feet clearance at all times during and after construction for my farm equipment to drive along the south side of the trees that will remain. This being said prior to agreeing for this compensation, stakes will have to be placed again to see if I will have the clearance. I do question the fact that during construction will the construction equipment interfere with this clearance?

Should anyone have any questions feel free to contact me.

Thanks.

Received 7/31/2017 (AR)

Steven Harris

From: Joe Dutra <dutraranches@velociter.net>
Sent: Wednesday, July 19, 2017 6:44 PM
To: Steven Harris
Subject: RE:

Steve will be done spraying next week Will respond back then Thanks

From: Steven Harris [<mailto:sHarris@opcservices.com>]
Sent: Wednesday, July 19, 2017 9:30 AM
To: Joe Dutra
Subject: RE:

Good morning Mr. Dutra, together with my ag consultant Steve Long we have reviewed your resent counter offer letter and prepared numbers the County would consider as a reasonable settlement offer regarding land value and crop losses for the easements along Claribel Road. We feel the 20 year life for tree production is reasonable and not 15 as the appraiser calculated in his report on pages 27-28 Damages (cost-to-cure). The only real difference in the numbers and your calculations is the inclusion of the discount rate at 3% that would be considered for a typical bank rate on a secured CD. Cogdill's appraisal indicates a discount rate of 12% we consider to be too high.

148 trees in production per acre 3,000 lbs. X 20 years = 60,000 lbs.per acre
Price per pound averaged for 20 year remaining life span \$3.00 per lb.
Gross income per acre over 20 years \$180,000
Annual cultural costs per acre \$2,500 X 20 years = \$50,000
Net income per acre over the remaining 20 years of production \$130,000
3% discount per year for 19 years \$57,120
Discounted 20 year net income per acre \$72,880
\$72,880 discounted net income per acre divided by 148 trees per acre = \$492.43 per tree
\$492.43 X 206 trees lost from TCE and farm lane = \$101,440 total crop loss compensation

\$101,440 Crop Loss
\$ 1,500 development of agricultural lane
\$ 5,000 for irrigation modification, (owners contractor bid)
\$ 2,400 TCE value
\$ 42,600 Land Value
= \$153,000 (rounded up)

The County will maintain your current water source to the property as well as the existing property access.

Please review and feel free to call me if you would like to discuss in more detail. (916) 768-1875

The project schedule is continuing to move forward and the County is seeking to complete this transaction in the next couple of weeks if you are agreeable to the \$153,000.

ATTACHMENT 5
NOTICE OF INTENT



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
Director, County Surveyor

Chris Brady, PE
Deputy Director - Design/Survey/Fleet Maintenance

Frederic Clark, PE, LS
Deputy Director - Development/Traffic

David Leamon, PE
Deputy Director - Construction Administration/Operations

Letti Ortiz
Senior Business and Finance Manager

www.stancounty.com/publicworks

September 26, 2017

**ACQUIRE CERTAIN REAL PROPERTY OR INTEREST IN REAL PROPERTY
BY EMINENT DOMAIN HIGHWAY**

APN: 075-025-011,

OWNER: Joe L. Dutra, Jr. and Jill R. Dutra

(Code of Civil Procedure, section 1245.235)

Joe L. Dutra, Jr. and Jill R. Dutra
29601 Grooms Rd.
Oakdale, CA 95361

Dear Mr. and Mrs. Dutra,

The law provides procedures for public agencies to acquire private property for public use. It presently requires that every agency, which intends to condemn property, notify the owners of that property of its intention to condemn. California Code of Civil Procedure section 1240.030, provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

- (A) The public interest and necessity require the project.
- (B) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (C) The property sought to be acquired is necessary for the project.

Also, CCP section 1245.230 requires that the offer required by section 7267.2 of the Government Code has been made to the owner of record.

You are hereby notified that the Board of Supervisors at its meeting to be held on October 17, 2017, at 6:30 PM, at 1010 10th Street, Board Chambers (Basement), Modesto, California, will be asked to decide if the above conditions are met concerning your property and, if so, to adopt a Resolution of Necessity. Questions regarding the amount of compensation to be paid are not part of this proceeding and the Board of Supervisors does not consider such in determining whether a Resolution should be adopted.

The adopted Resolution will authorize Stanislaus County to acquire the property by eminent domain. A description of the required property is attached to this Notice and is marked Exhibit A, Exhibit B, Exhibit A-1, Exhibit B-1.

This Notice of Intent gives you an opportunity to appear before the Board of Supervisors and raise questions concerning the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice) you are entitled to appear and object to the adoption of the Resolution.

Objections are limited as set forth below.

All requests to appear must be sent for filing to: Nate Tumminello, Project Manager, Stanislaus County Department of Public Works, 1716 Morgan Road, Modesto, CA, 95358. If you desire to appear, you will be notified of the date, time, and location of the meeting at a later date.

The written request must actually be received within the 15-day period. Failure to file a written request to appear will result in a waiver of your rights to appear and be heard.


Your written request to appear should include a statement of the condition(s), which you feel are pertinent to your property. The three conditions that may affect your property are set forth above (designate (A), (B), and/or (C)). By designating which condition forms the basis of your concerns, and why, you will enable the Board of Supervisors to have a full and expeditious review made of the project's effect on your property.

For your convenience, the Board of Supervisors will consider any written observations you may wish to submit, so long as such written observations are filed with the Public Works Department within the 15-day period.

The Board of Supervisors must adopt a Resolution of Necessity before an eminent domain proceeding can be commenced. Within six months of the adoption of the Resolution of Necessity, the Stanislaus County Department of Public Works will commence eminent domain proceedings in the Superior Court in the County where the property is located. In that proceeding, the court will determine the amount of compensation to which you are entitled.

If you have any questions, please call Nate Tumminello at telephone number (209) 525-4101 or Right of Way Agent - Steve Harris, Overland Pacific & Cutler, Inc. at telephone number (916) 768-1875.

Sincerely,



Nate Tumminello, P.E.
Project Manager

Enclosure(s): Plat and Legal Description

**STANISLAUS COUNTY, DEPARTMENT OF PUBLIC WORKS
DECLARATION OF MAILING**

I declare that I am employed in the County of Stanislaus, State of California, I am over the age of eighteen years and not a party to the within entitled cause, and my business address is: Stanislaus County Department of Public Works, 1716 Morgan Road, Modesto, California 95358.

On September 26, 2017, I served the following document(s) in the manner(s) indicated below:

**NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN
REAL PROPERTY OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN**

(CERTIFIED U.S. MAIL): I caused true and correct copies of the above document(s), by following ordinary business practices, to be placed and sealed in an envelope at the Stanislaus County Department of Public Works, 1716 Morgan Road, Modesto, CA, 95358, for collection and mailing in the United States Postal Service. The envelope was addressed to the below-named addressee. I am familiar with the Stanislaus County Department of Public Works' office practice for collection and processing of correspondence for mailing with the United States Postal Service, and in the ordinary course of business, correspondence placed for collection on a particular day is deposited with the United States Postal Service that same day.

Joe L. Dutra, Jr. and Jill R. Dutra
29601 Grooms Rd.
Oakdale, CA 95361

(FEDERAL EXPRESS) by placing a true and correct copy thereof enclosed in a sealed envelope, for overnight delivery, delivered to Federal Express for overnight courier service, at the address(es) set forth above.

(PERSONAL DELIVERY) by personal delivery to the party or to their attorney, if known, at the address(es) set forth above.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on September 26, 2017.

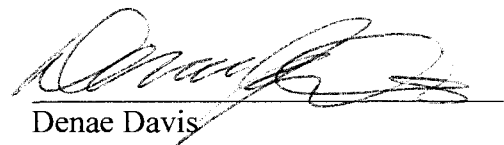

Denae Davis

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-025-011
Right of Way

All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

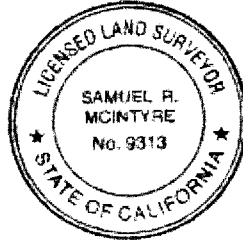
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Containing 0.71 acres or 30,789 square feet.

Bearings shown are based on the South line of Section 36 as measured between the found monuments described hereon and having a bearing of North 89° 35' 23" West. 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

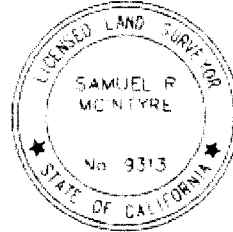


03/13/2017
Date

Exhibit "B"

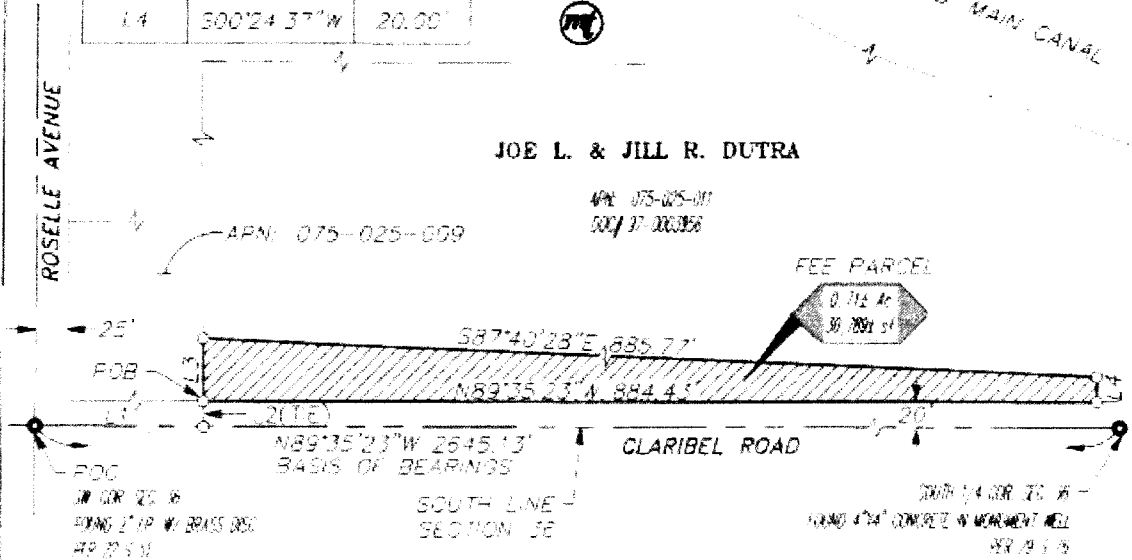
LEGEND

- APN ASSESSOR'S PARCEL NUMBER T 2S. R 9E. M.D.M.
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- ▭ IRON PIPE
- M.I.D. MODESTO IRRIGATION DISTRICT
- ▨ FEE PARCEL TO BE TRANSFERRED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- S BOOK OF SURVEYS



Samuel R. McIntyre
February 13, 2017

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°35'23"E	353.80'
L2	N00°24'37"E	20.00'
L3	N00°33'48"W	49.61'
L4	S00°24'37"W	20.00'



THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE SOUTH LINE OF SECTION 36 AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREON. DISTANCES SHOWN ARE GROUND AND IN US SURVEY FEET.



Mark Thomas & Company, Inc.
Scale 1" = 120'
Date Feb. 2017
Drawn by SMC
Checked by SRM

Exhibit B
APN 075-025-011
Plat to Accompany Legal Description
in the City of Modesto
Stanislaus County, California

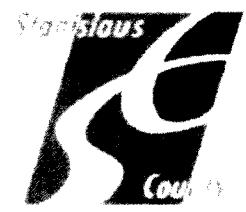


Exhibit "A-1"

LEGAL DESCRIPTION

APN: 075-025-011

TCE

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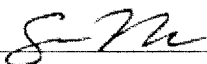
Side lines of the described 10-foot strip are prolonged to the most westerly line of said property and to the projected intersection of the course measured between the Point of Terminus and the north right-of-way of Claribel Road.

Containing 0.20 acres or 8,908 square feet.

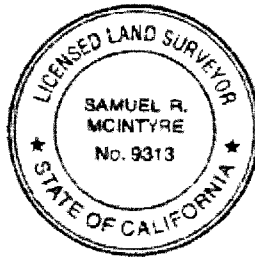
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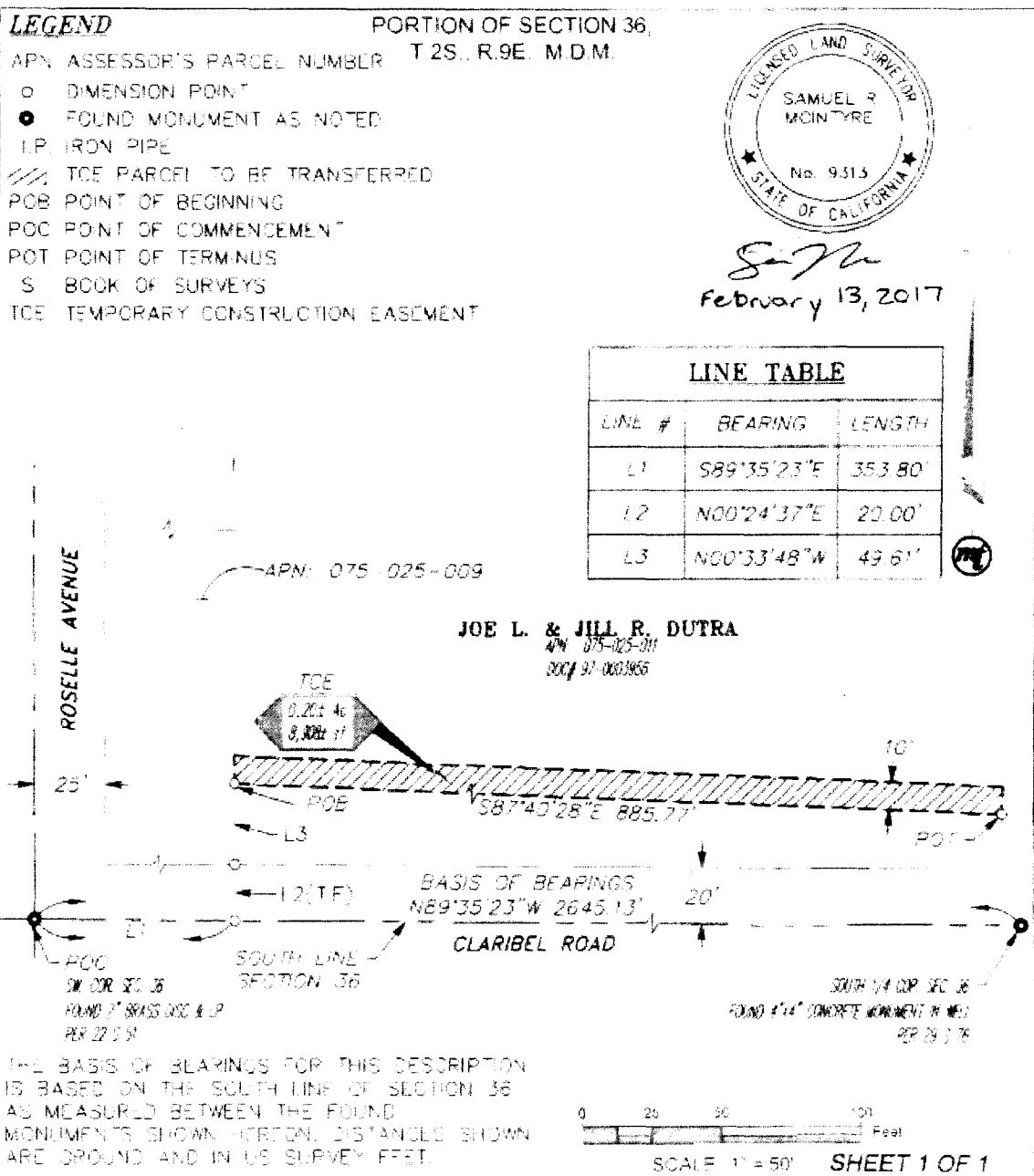


Samuel McIntyre, LS 9313



03/13/2017
Date

Exhibit "B-1"




 Mark Thomas & Company Inc.
Scale 1" = 50'
Date Feb. 2017
Drawn By SMB
Checked By SRW

Exhibit B
APN 075-025-011
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California

