

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

DEPT: Public Works

BOARD AGENDA:6.C.2
AGENDA DATE: January 9, 2018

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Jimmy Zheng and Sharon Zhu

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0038

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

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

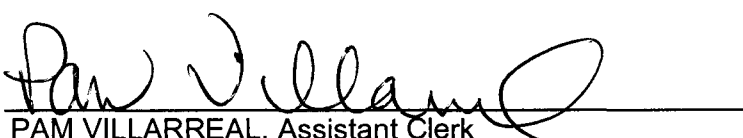
Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
PAM VILLARREAL, Assistant Clerk

File No.

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

DEPT: Public Works

BOARD AGENDA:6.C.2
AGENDA DATE: January 9, 2018

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Jimmy Zheng and Sharon Zhu

STAFF RECOMMENDATION:

1. Approve the Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Jimmy Zheng and Sharon Zhu, Assessor's Parcel Number (APN) 075-025-009 (portion).
2. Authorize the Chairman of the Board to execute the Agreement for Acquisition of Property.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

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

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

Stanislaus County is the lead agency on the project. Per the Amended and Restated Memorandum of Understanding between the County and the City of Riverbank, approved on December 15, 2015, Stanislaus County is responsible for all right-of-way acquisitions needed for the construction of this project. The property being acquired is located on the northeast corner of the intersection of Claribel Road and Roselle Avenue. The property owner who owns the parcel needed by the County has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owner:	Jimmy Zheng and Sharon Zhu
Amount of Compensation:	\$350,000.00
Assessor's Parcel Number:	075-025-009 (portion)
Right-of-Way Acquisition Area:	18,305± Square Feet Permanent Road Easement (approximate) 3,772± Square Feet Temporary Construction Easement

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by the property owner, Fearrand Appraisal.

Included in this right of way acquisition is a Relocation Assistance Process (RAP). As part of the RAP, the existing property owner has agreed to approximately \$20,000 compensation for moving expenses. These costs are not included in the sale price of the property, but will be handled separately under the RAP. These RAP costs are also included in the overall project budget for the project.

Staff recommends that the Board approve the right-of-way acquisition and authorize the Chairman of the Board to execute the Agreement for Acquisition of Property.

Construction of this project is scheduled to begin in the summer of 2018.

POLICY ISSUE:

The Board of Supervisors' approval is necessary for all agreements for acquisition of property for County roads per California Streets and Highways code section 943.

FISCAL IMPACT:

The \$352,250 needed for the purchase of this right-of-way is funded 66% by City/County Public Facilities Fees (PFF) and 34% by City of Riverbank and consists of \$350,000 for the acquisition of property and \$2,250 for estimated title insurance and escrow fees. The cost of this acquisition is included in the Fiscal Year 2017-2018 Public Works Road Projects Adopted Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priorities of providing *Sustainable Resources and Infrastructure* 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. Agreement for Acquisition of Property
2. Road Deed
3. Temporary Construction Easement

Project: Claribel Road and Roselle
Avenue Intersection Project
Grantor: Jimmy Zheng and Sharon Zhu
APN: 075-025-009

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Jimmy Zheng and Sharon Zhu, 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: 18,305 SF x \$2.50/SF	\$ 45,763.00
Temporary Construction Easement: 3,772 SF x \$2.50/SF x 10% x 2yrs.	\$ 1,886.00
Onsite Improvements (the residence, garage, outbuildings and fencing)	\$302,351.00
Benefits	\$ 0.00
Total	\$350,000.00

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:
 $3,772 \text{ SF} \times \$2.50/\text{SF} \times 10\% \times 1 \text{ year} = \943.00

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,

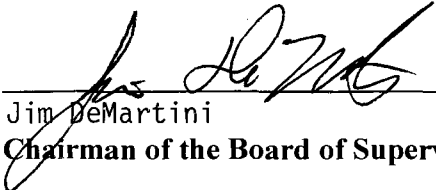
or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on January 9, 18 as follows:

COUNTY OF STANISLAUS

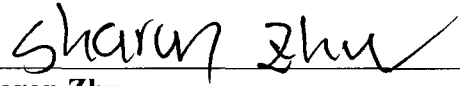
GRANTOR:



Jim DeMartini
Chairman of the Board of Supervisors



Jimmy Zheng



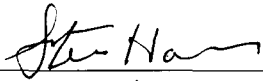
Sharon Zhu

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

RECOMMENDED FOR APPROVAL:


By: 

Patricia Gonzalez
Deputy Clerk

By: 

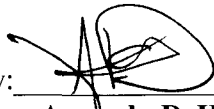
Steven Harris
Right of Way Agent

APPROVED AS TO CONTENT:
County of Stanislaus

By: 

Matt Machado
Director of Public Works

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 

Amanda DeHart
Deputy County Counsel

No Obligations Other Than Those Set Forth Herein Will Be Recognized

2



RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE COMPANY
TITLE ORDER NO.: 05016459
ORDER NO.: 05016459-010-PA
AND WHEN RECORDED MAIL TO:
County of Stanislaus
Department of Public Works
1716 Morgan Road
Modesto, CA 95358

(1)

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2018-0011628-00
Acct 403-Mail Documents
Friday, FEB 23, 2018 09:08:10
Ttl Pd \$0.00 Rcpt # 0004089457
JLO/R3/1-7

No Fee Document per Gov't code
27383 & 6103
Exempt from the payment of
transfer tax per R&T code 11922-
Government agency acquiring title

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Road Deed

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

RECOVER (DSI Rev 4/25/16)

730

NO FEE PER 27383 + 6103
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: 075-025-009

ROAD DEED


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

Jimmy Zheng and Sharon Zhu, husband and wife,

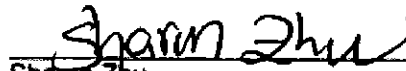
do hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California an easement for road right-of-way and public utility purposes in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBITS "A" AND "B"

Dated 12-5-2017



Jimmy Zheng



Sharon Zhu

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 Jimmy Zheng and Sharon Zhu, 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 SEE ATTACHED Dated: _____

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 12-5-17
From Jimmy Zheng and Sharon Zhu, 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: 1/16/18

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-025-009

Road Easement

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 24.66 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the intersection of the north right-of-way line of Claribel Road and the east right-of-way line of Roselle Avenue as shown on said map filed May 26, 2006, and the **Point of Beginning**; thence along said east right-of-way North 00°33'48" West 107.18 feet; thence leaving said east right-of-way South 49°33'44" East 88.99 feet; thence South 89°31'13" East 261.83 feet to the westerly line 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; thence along said westerly line South 0°33'48" East 49.61 feet to said north right-of-way line of Claribel Road as shown in said Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County; thence leaving said easterly line and along said north right-of-way North 89°35'23" West 329.00 feet to the **Point of Beginning**.

Containing 0.42 acres or 18,305 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, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel McIntyre, LS 9313



OCTOBER 18, 2017

Date

LEGEND

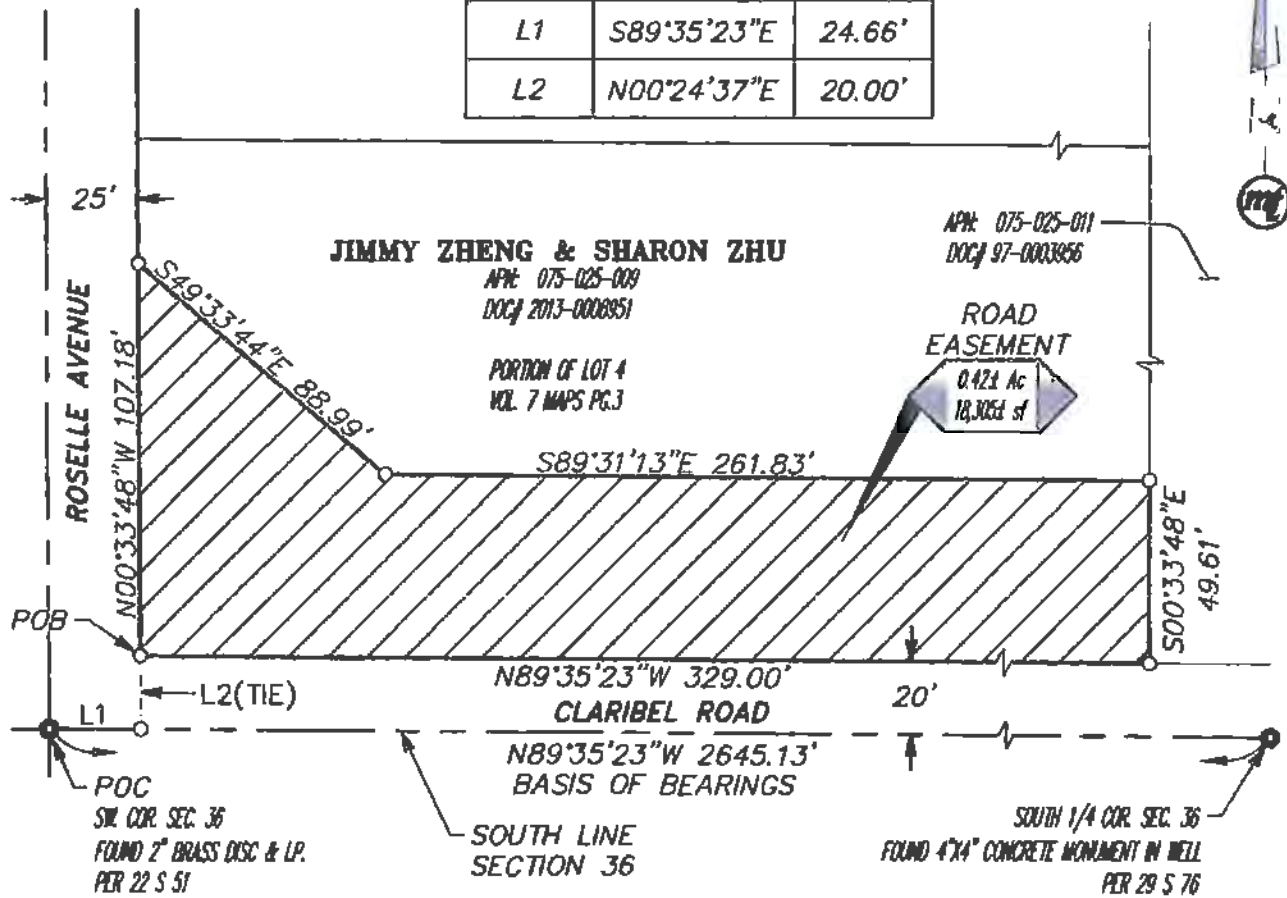
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- ▨ ROAD EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- S BOOK OF SURVEYS

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



Samuel R. McIntyre
NOVEMBER 27, 2017

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°35'23"E	24.66'
L2	N00°24'37"E	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.



SCALE 1" = 50' SHEET 1 OF 1

MARK THOMAS
Scale: 1" = 50'
Date Nov., 2017
Drawn By TP
Checked By SRM

Exhibit B
APN 075-025-009
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



NO FEE

EXHIBIT B

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: 075-025-009

TEMPORARY CONSTRUCTION EASEMENT

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

Jimmy Zheng and Sharon Zhu, 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: _____

Jimmy Zheng

Sharon Zhu

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 Jimmy Zheng and Sharon Zhu, 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: 075-025-009

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, easterly and northerly of the following described line:

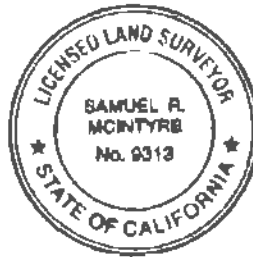
Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, Township 2 South, Range 9 East, as shown in Book 22 of Surveys, at Page 51, recorded March 30, 1995, Official Records of Stanislaus County, which bears along the South line of Section 36, North 89°35'23" West 2645.13 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 24.66 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the intersection of the north right-of-way line of Claribel Road and the east right-of-way line of Roselle Avenue as shown on said map filed May 26, 2006, thence along said east right-of-way North 00°33'48" West 141.00 feet to the north line as described in the GRANT DEED to Jimmy Zheng and Sharon Zhu, recorded January 31, 2013 and filed as Document 2013-0008951-00, Official Records of Stanislaus County, and the **Point of Beginning**; thence leaving said north line and along said east right-of-way of Roselle Avenue South 00°33'48" East 33.82 feet; thence leaving said east right-of-way South 49°33'44" East 88.99 feet; thence South 89°31'13" East 261.83 feet to the westerly line 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 Terminus** which bears North 0°33'48" West 49.61 feet from said north right-of-way of Claribel Road.

Containing 0.09 acres or 3,772 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, by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Samuel McIntyre, LS 9313



July 11, 2017
Date

Exhibit "B"

LEGEND

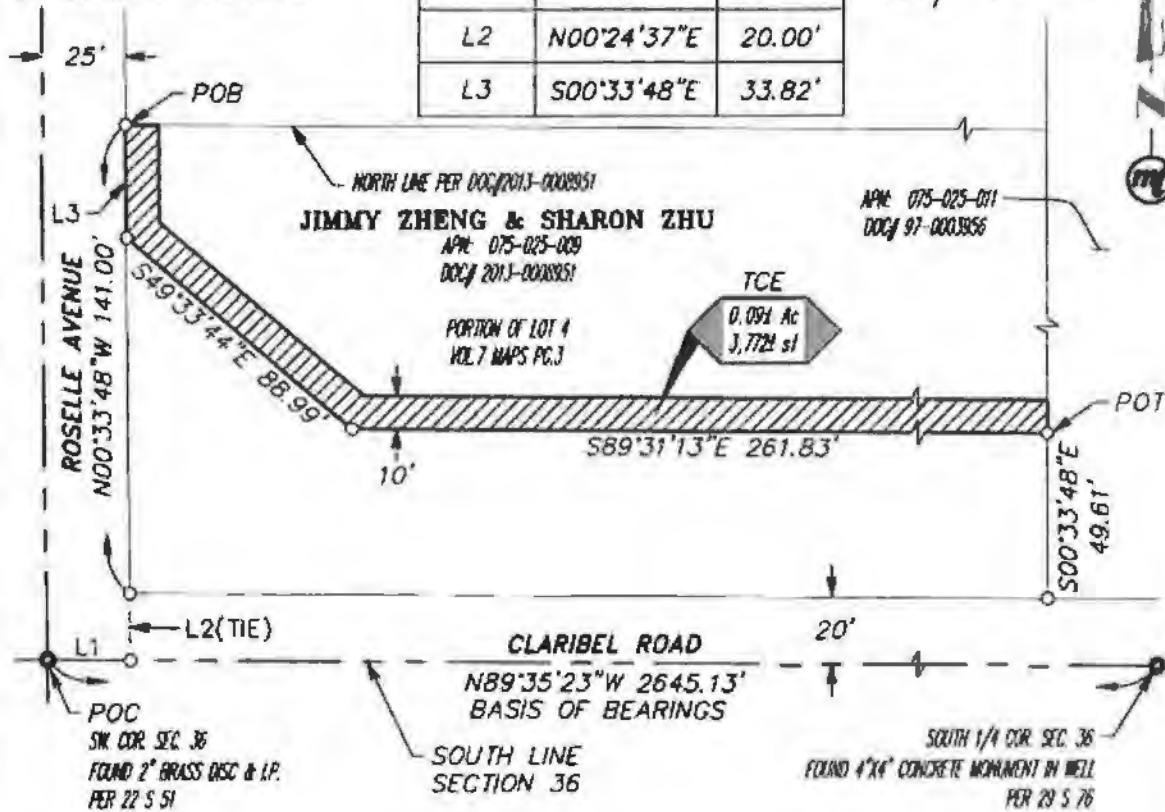
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- TCE TEMPORARY CONSTRUCTION EASEMENT
- ▨ TCE PARCEL
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- S BOOK OF SURVEYS

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



SRM
July 11, 2017

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°35'23"E	24.66'
L2	N00°24'37"E	20.00'
L3	S00°33'48"E	33.82'



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**

MARK THOMAS

Scale: 1" = 50'
Date July, 2017
Drawn By TP
Checked By SRM

Exhibit B
APN 075-025-009
Plat to Accompany Legal Description
In the City of Modesto
Stanislaus County, California



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 Jimmy Zheng and Sharon Zhu, 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: _____

COPY

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: 075-025-009

ROAD DEED

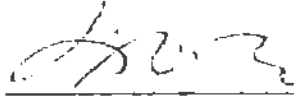
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jimmy Zheng and Sharon Zhu, husband and wife,

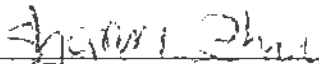
do hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California an easement for road right-of-way and public utility purposes in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBITS "A" AND "B"

Dated 12-5-2017



Jimmy Zheng



Sharon Zhu

APPROVED as to description: _____ Dated _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

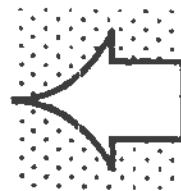
This is to certify that the interest in real property conveyed by the deed or grant dated _____ From Jimmy Zheng and Sharon Zhu, husband and wife, to County of Stanislaus, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board 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 27261, and the grantee consents to recordation thereof by its duly authorized officer.

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

By _____ Dated: _____

ACKNOWLEDGEMENT

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



STATE OF CALIFORNIA)

COUNTY OF Stanislaus)

On 12-5-17 before me, Kimberly Bizzanelli, Notary

Public, personally appeared Jimmy Cheng and Sharon Chen

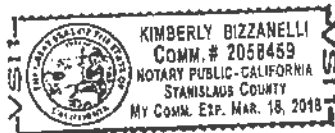
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the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

Kimberly Bizzanelli



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-025-009

Road Easement

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 24.66 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the intersection of the north right-of-way line of Claribel Road and the east right-of-way line of Roselle Avenue as shown on said map filed May 26, 2006, and the **Point of Beginning**; thence along said east right-of-way North 00°33'48" West 107.18 feet; thence leaving said east right-of-way South 49°33'44" East 88.99 feet; thence South 89°31'13" East 261.83 feet to the westerly line 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; thence along said westerly line South 0°33'48" East 49.61 feet to said north right-of-way line of Claribel Road as shown in said Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County; thence leaving said easterly line and along said north right-of-way North 89°35'23" West 329.00 feet to the **Point of Beginning**.

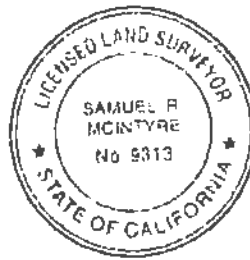
Containing 0.42 acres or 18,305 square feet

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 U. S. Survey Feet.

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



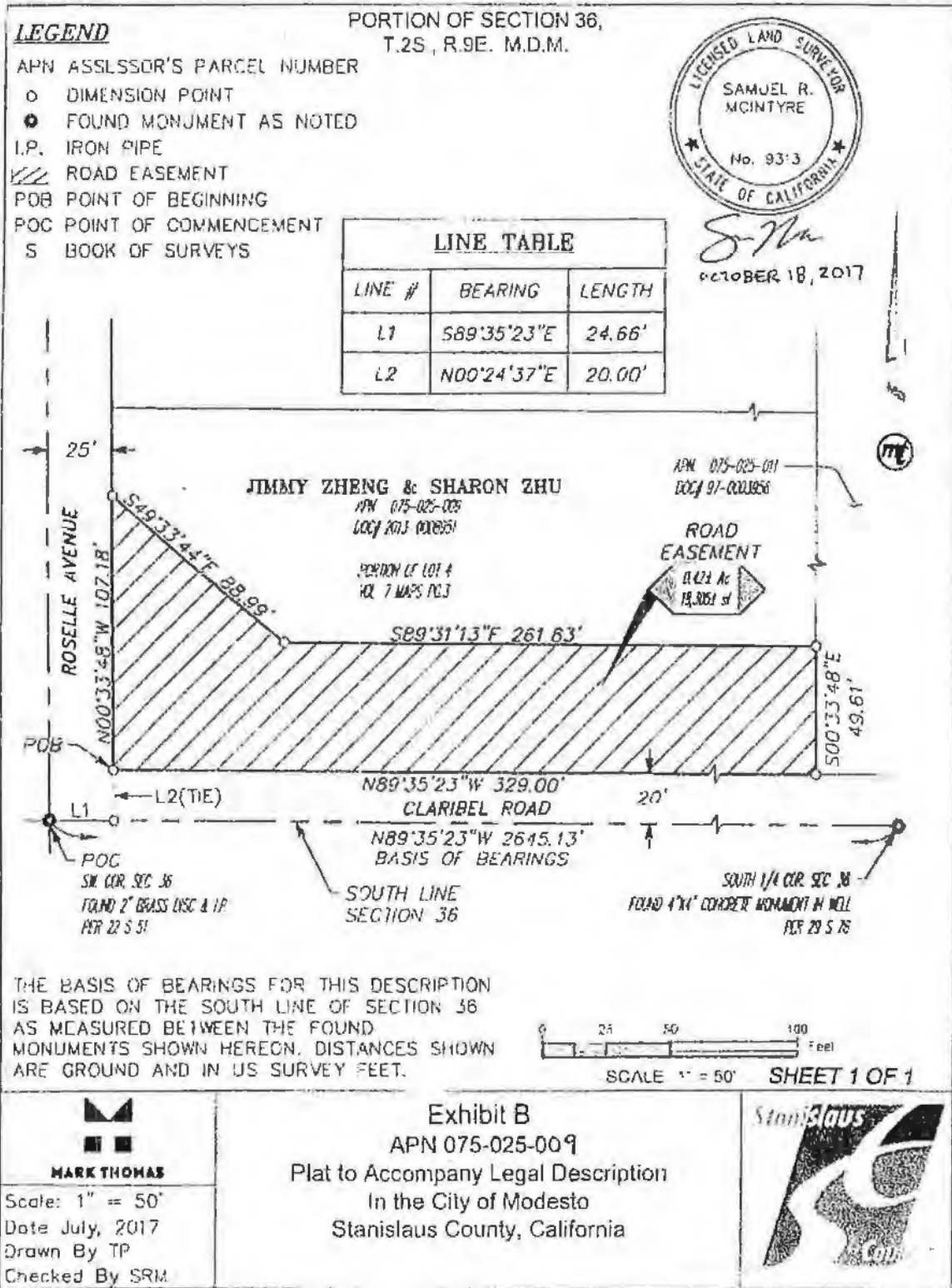
Samuel McIntyre, L.S. 9313



OCTOBER 18, 2017

Date

Exhibit "B"





MARK THOMAS

Scale: 1" = 50'
 Date July, 2017
 Drawn By TP
 Checked By SRM

Exhibit B
 APN 075-025-009
 Plat to Accompany Legal Description
 In the City of Modesto
 Stanislaus County, California



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 Jimmy Zheng and Sharon Zhu, 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: _____

COPY

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: 075-025-009

TEMPORARY CONSTRUCTION EASEMENT

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

Jimmy Zheng and Sharon Zhu, 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: 12-5-2017

[Signature]
Jimmy Zheng

[Signature]
Sharon Zhu

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 Jimmy Zheng and Sharon Zhu, 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 Stanislaus)



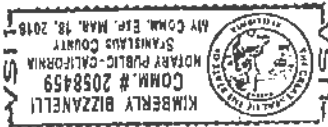
On 12-5-17 before me, Kimberly Bizzanelli, Notary Public, personally appeared Jimmy Zheng and Sharon Zhu

_____, 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 Kimberly Bizzanelli



(Seal)

Exhibit "A"

LEGAL DESCRIPTION

APN: 075-025-009
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, easterly and northerly of the following described line:

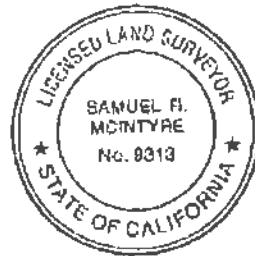
Commencing at a 2" Iron Pipe with Brass Disc marking the southwest corner of Section 36, Township 2 South, Range 9 East, as shown in Book 22 of Surveys, at Page 51, recorded March 30, 1995, Official Records of Stanislaus County, which bears along the South line of Section 36, North 89°35'23" West 2645.13 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 24.66 feet; thence leaving said South line North 00°24'37" East 20.00 feet to the intersection of the north right-of-way line of Claribel Road and the east right-of-way line of Roselle Avenue as shown on said map filed May 26, 2006, thence along said east right-of-way North 00°33'48" West 141.00 feet to the north line as described in the GRANT DEED to Jimmy Zheng and Sharon Zhu, recorded January 31, 2013 and filed as Document 2013-0008951-00, Official Records of Stanislaus County, and the **Point of Beginning**; thence leaving said north line and along said east right-of-way of Roselle Avenue South 00°33'48" East 33.82 feet; thence leaving said east right-of-way South 49°33'44" East 88.99 feet; thence South 89°31'13" East 261.83 feet to the westerly line 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 Terminus** which bears North 0°33'48" West 49.61 feet from said north right-of-way of Claribel Road.

Containing 0.09 acres or 3,772 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, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Samuel McIntyre, LS 9313



July 11, 2017
Date

Exhibit "B"

LEGEND

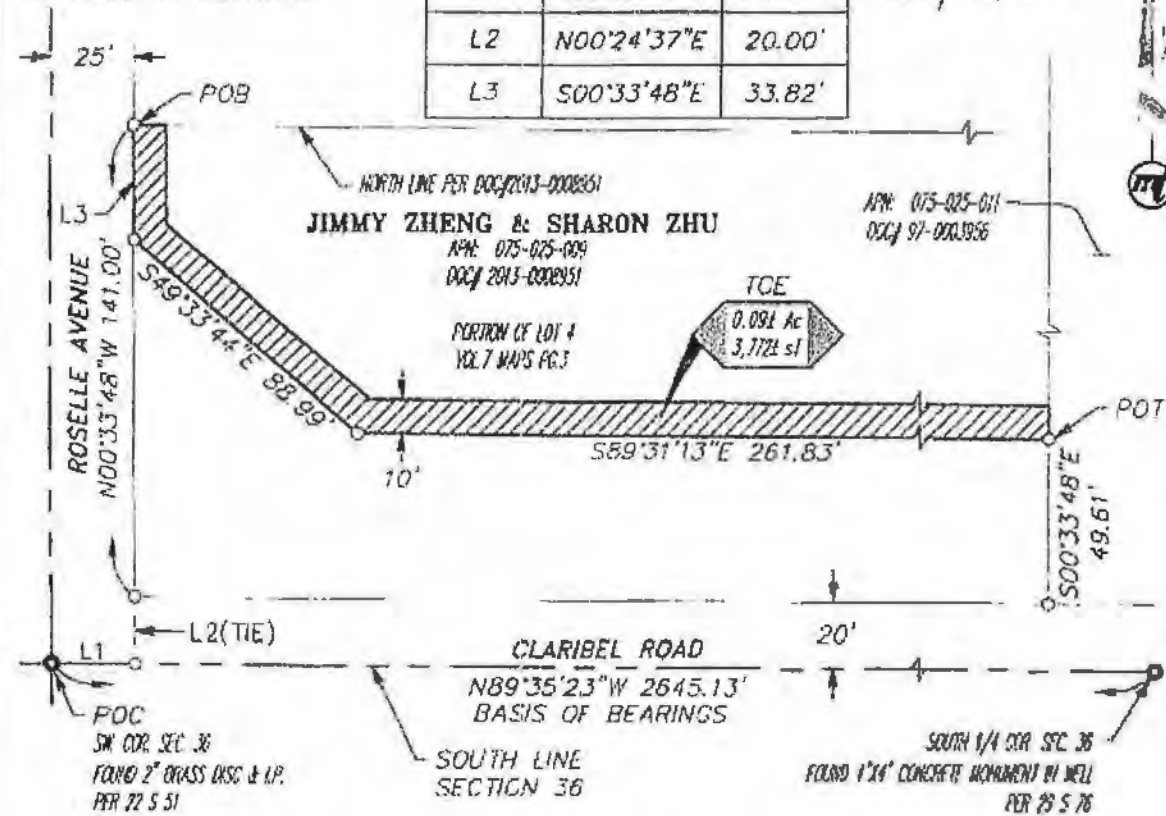
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- TCE TEMPORARY CONSTRUCTION EASEMENT
-  TCE PARCEL
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- S BOOK OF SURVEYS

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



S-R
July 11, 2017


LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°35'23"E	24.66'
L2	N00°24'37"E	20.00'
L3	S00°33'48"E	33.82'



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


MARK THOMAS

Scale: 1" = 50'
Date July, 2017
Drawn By TP
Checked By SRM

Exhibit B
APN 075-025-009
Plat to Accompany Legal Description
in the City of Modesto
Stanislaus County, California

