

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

DEPT: Public Works

BOARD AGENDA: 6.C.2  
AGENDA DATE: January 23, 2018

**SUBJECT:**

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Joe Dutra and Jill Dutra

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0051**

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa  
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:

  
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:6.C.2  
AGENDA DATE: January 23, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

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**SUBJECT:**

Approval of an Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Joe Dutra and Jill Dutra

**STAFF RECOMMENDATION:**

1. Approve the Agreement for Acquisition of Property for the Claribel Road at Roselle Avenue Intersection Road Widening Project, Grantor: Joe L. Dutra, Jr. and Jill R. Dutra, Assessor's Parcel Number (APN) 075-025-011 (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 at 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 at 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: Joe L. Dutra, Jr. and Jill R. Dutra  
Amount of Compensation: \$153,000.00  
Assessor's Parcel Number: 075-025-011 (portion)  
Right-of-Way Acquisition Area: 30,789± Square Feet Permanent Road  
Easement (approximate)  
8,908± Square Feet Temporary Construction  
Easement

The amount of compensation has been determined to be within the range of just compensation by the consultant, Overland Pacific and Cutler, Inc., who is contracted with the County for right of way acquisition services.

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

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

**POLICY ISSUE:**

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

**FISCAL IMPACT:**

The \$155,250 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 \$153,000 for the acquisition of property and \$2,250 for estimated title insurance and escrow fees. The cost of this acquisition was included in the Fiscal Year 2017-2018 Public Works Road Projects Adopted Final Budget.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services 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: 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) | \$108,000.00 |
| Benefits  | \$ 0.00      |
| Total   | \$153,000.00 |

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, including Grantors appraisal fees of up to a maximum of \$5,000.00 upon submittal of a paid receipt for appraisal services.

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 County may enter upon and take possession of the Property upon close of escrow. County, including its officers, employees, agents, consultants, contractors and subcontractors agrees to provide Grantor with a minimum notice of at least 45- Days prior to entering the property to begin construction activities. County also agrees to provide survey markers to delineate the permanent easement area on the Property prior to issuing the 45-day notice to begin construction.

**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.
- (c) County, including its officers, employees, agents, consultants, contractors and subcontractors agrees to maintain Grantor's reasonable and minimally interrupted access to the remainder property through Grantor's existing driveway access for the duration of construction and/or term of the Temporary Construction Easement. County also agrees construction of the project improvements will not prohibit Grantor's future use of existing driveway access.
- (d) Grantor agrees to relocate existing irrigation facilities within the area to be acquired prior to construction and County, including its officers, employees, agents, consultants, contractors and subcontractors agrees to coordinate with Grantor to protect in place an existing irrigation pipe to the remainder during construction of the project improvements and projects improvements will not interfere with the current location and future use by Grantor of the existing irrigation pipe.

**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.

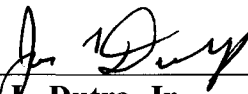
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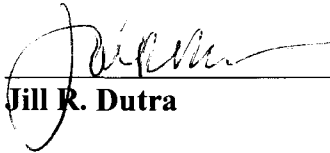
IN WITNESS WHEREOF, the parties have executed this Agreement on January 23, 18 as follows:

**COUNTY OF STANISLAUS**

**GRANTOR:**

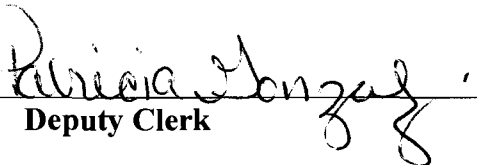
  
\_\_\_\_\_  
Jim DeMartini  
**Chairman of the Board of Supervisors**

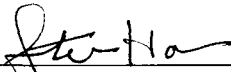
  
\_\_\_\_\_  
**Joe L. Dutra, Jr.**

  
\_\_\_\_\_  
**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**



RECORDING REQUESTED BY:  
FIDELITY NATIONAL TITLE COMPANY  
TITLE ORDER NO.: 05016460-010-PA-CDT  
ORDER NO.: 05016460-010-PA

AND WHEN RECORDED MAIL TO:  
County of Stanislaus  
Dept. of Public Works  
1716 Morgan Road  
Modesto, CA 95358

(1)

Certified to be a True Copy of  
Document Recorded: 3/15/2018  
Instrument No.: 2018-0018119  
Stanislaus County Records  
Fidelity National Title by A. Meyer

Road Name: Claribel Road and Roselle Avenue

Space above this line is for recorder's use

APN: 075-025-011

This transaction is exempt from California Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code. This document is exempt from Recording Fees pursuant to Sections 6103 and 27383 of the California Government Code.

## Road Deed

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

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

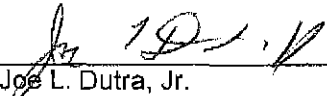
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**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 12/20/17

  
\_\_\_\_\_  
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 12/20/17 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: 1/24/18  
Matthew Machado

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.

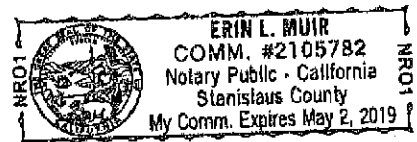
STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On 12/20/17 before me, Erin L. Muir, Notary  
Public, personally appeared Joe L. Dutra Jr, and Jill R. Dutra, 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 Erin L. Muir

(Seal)

## Exhibit "A"

### LEGAL DESCRIPTION

**APN: 075-025-011**

**Right of Way**

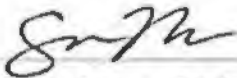
All that real property situate in Section 36, Township 2 South, Range 9 East, M.D.M., County of Stanislaus, State of California, being a portion of Lot 4 as shown in Volume 7 of Maps, at Page 3, recorded August 13, 1912, Official Records of Stanislaus County, more particularly described as:

**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  $89^{\circ}35'23''$  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 97-0003956-00, Official Records of Stanislaus County, and the **Point of Beginning**; thence along the westerly line of said property North  $00^{\circ}33'48''$  West 49.61 feet; thence leaving said westerly line South  $87^{\circ}40'28''$  East 885.77 feet; thence South  $00^{\circ}24'37''$  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  $89^{\circ}35'23''$  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  $89^{\circ}35'23''$  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**

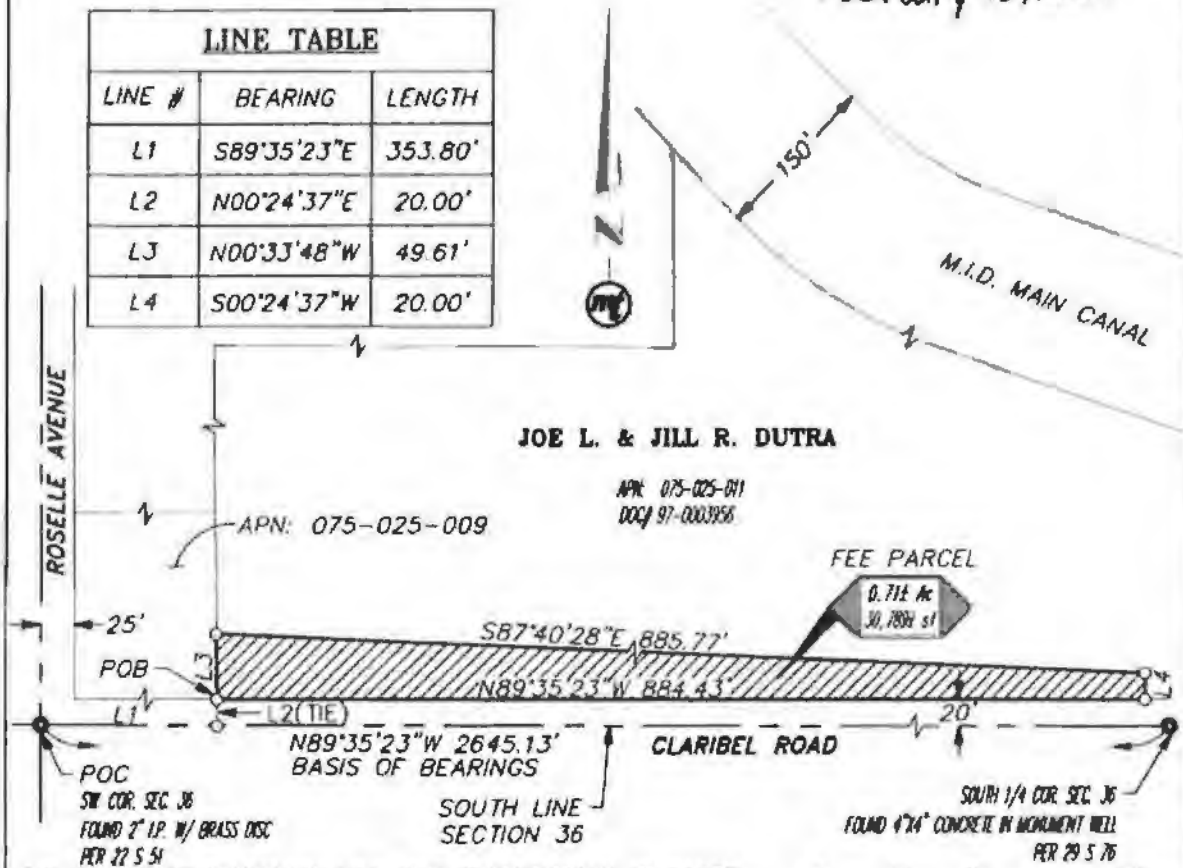
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- M.I.D. MODESTO IRRIGATION DISTRICT
- /// FEE PARCEL TO BE TRANSFERRED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- S BOOK OF SURVEYS

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



*Samuel R. McIntyre*  
February 13, 2017

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | BEARING     | LENGTH  |
| 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.



SCALE 1" = 120'  
SHEET 1 OF 1

**mt** 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"

### 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.

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**

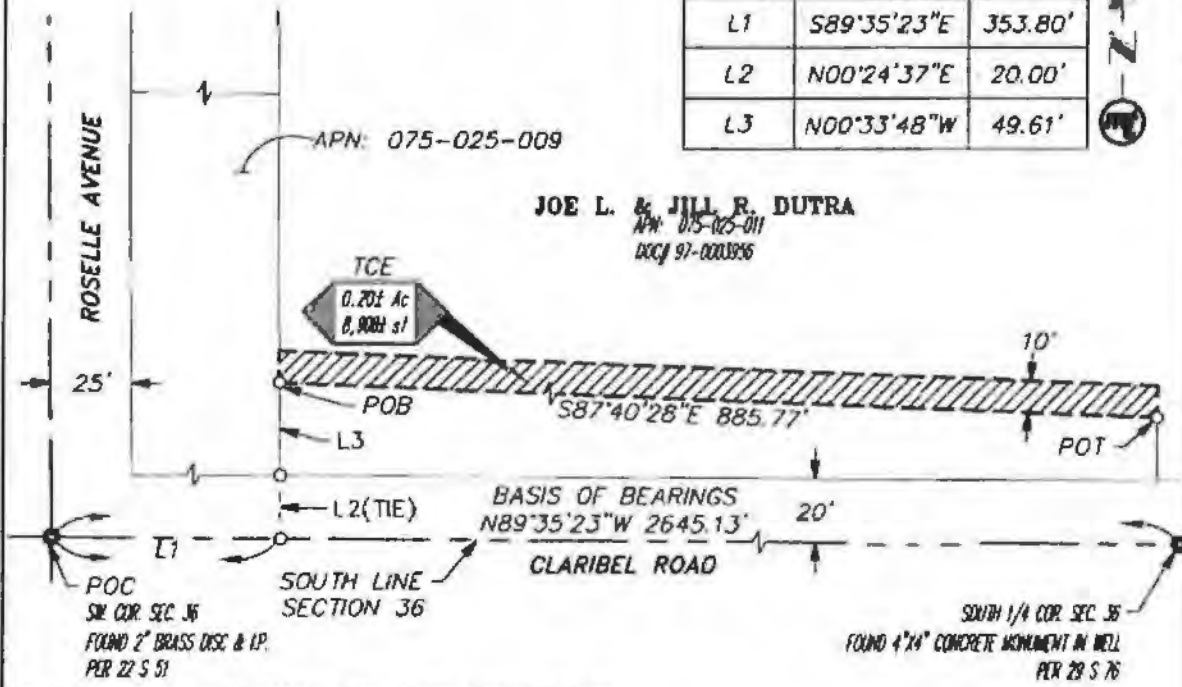
- APN ASSESSOR'S PARCEL NUMBER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- I.P. IRON PIPE
- //// TCE PARCEL TO BE TRANSFERRED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- S BOOK OF SURVEYS
- TCE TEMPORARY CONSTRUCTION EASEMENT

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

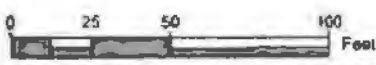


*Signature*  
February 13, 2017

| 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

**mt** Mark Thomas & Company Inc.  
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



5

RECORDING REQUESTED BY:  
FIDELITY NATIONAL TITLE COMPANY  
TITLE ORDER NO.: 05016460-010-PA-CDT  
ORDER NO.: 05016460-010-PA

AND WHEN RECORDED MAIL TO:  
County of Stanislaus  
Dept. of Public Works  
1716 Morgan Road  
Modesto, CA 95358

(2)



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2018-0018120-00

Acct 403-Mail Documents  
Thursday, MAR 15, 2018 09:20:54  
Ttl Pd \$0.00 Rcpt # 0004099741  
JMB/R3/1-6

Road Name Claribel Road and Roselle Avenue

Space above this line is for recorder's use

APN 075-025-011

This transaction is exempt from California Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code. This document is exempt from Recording Fees pursuant to Sections 6103 and 27383 of the California Government Code.

## Temporary Construction Easement

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

RECOVER (DST Rev 4/25/16)

le J

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

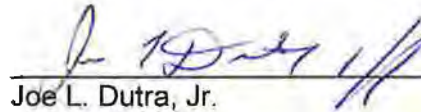
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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: 12/20/17

  
\_\_\_\_\_  
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 12/20/17 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 Stanislaus )

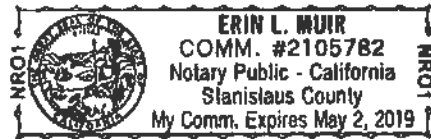
On 12/20/17 before me, Erin L. Muir, Notary Public, personally appeared Joe L. Dutra, Jr. and Jill R. Dutra

\_\_\_\_\_, 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 Erin L. Muir



(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.

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"**

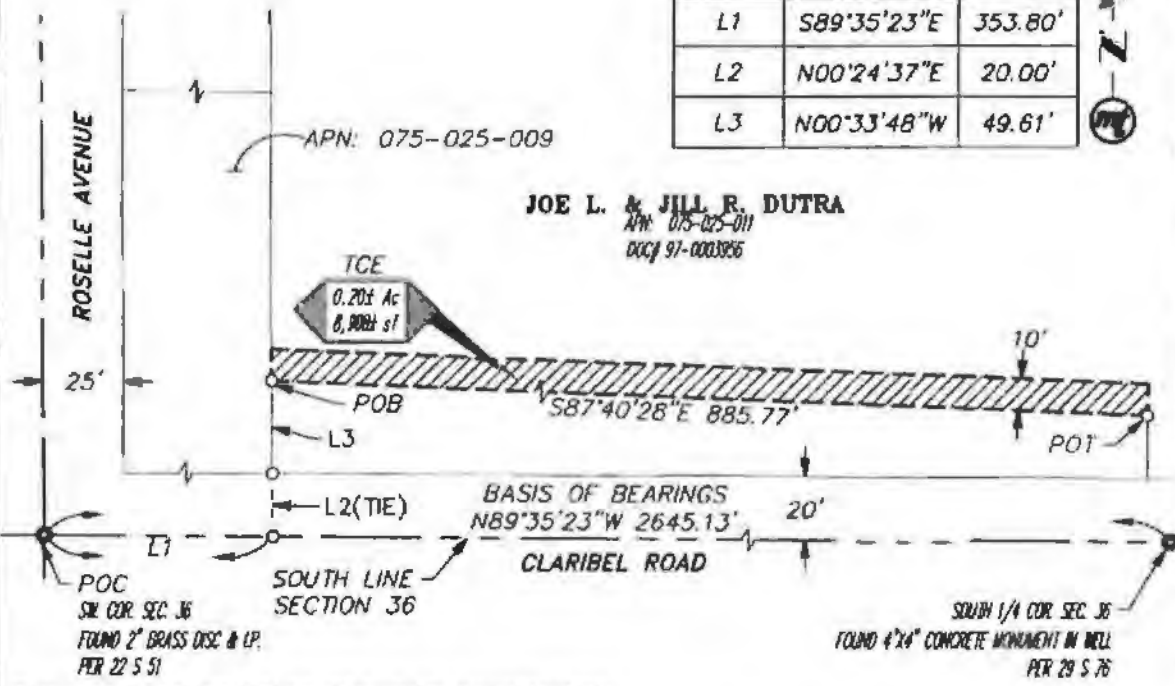
**LEGEND**

- APN ASSESSOR'S PARCEL NUMBER T.2S., R.9E. M.D.M.
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- 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

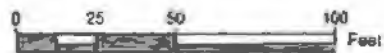


*Signature*  
February 13, 2017

| 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

**mt** Mark Thomas & Company Inc.  
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**

