

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

DEPT: Public Works

BOARD AGENDA: 5.C.3
AGENDA DATE: May 8, 2018

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road and Grayson Road Intersection Improvement Project, Grantors: David Fernandes and Dolores Hernandez

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0205

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: 
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:5.C.3
AGENDA DATE: May 8, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road and Grayson Road Intersection Improvement Project, Grantors: David Fernandes and Dolores Hernandez

STAFF RECOMMENDATION:

1. Approve the Agreement for Acquisition of Property for the Crows Landing Road and Grayson Road Intersection Improvement Project, Grantors: David Fernandes and Dolores Hernandez, Assessor's Parcel Number (APN) 041-026-007 (partial).
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 purpose of the Crows Landing Road and Grayson Road Intersection Improvement Project is to improve traffic safety and flow through the Crows Landing Road/Grayson Road intersection for both current and future traffic conditions, while minimizing the impacts of these improvements on adjacent lands and facilities to the extent feasible. The project is being pursued under the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, the objective of which is to support surface transportation projects and other related efforts that contribute air quality improvements and provide congestion relief.

The project area is located approximately 1.5 miles southwest of the City of Ceres in central Stanislaus County. The project proposes to install a traffic signal at the existing Crows Landing Road/Grayson Road intersection. The intersection will be widened to accommodate existing and projected traffic and to provide lane transitions and shoulder area. Widening and required transitions will extend approximately 1,300 total feet along Crows Landing Road and 2,100 total feet along Grayson Road from the intersection center. Northbound Crows Landing Road will be restriped to maintain the current lane configuration of the center left-turn lane and through-right turn lane. The southbound Crows Landing Road will also be restriped to maintain the current lane configuration which includes a dedicated right turn pocket, left turn lane, and one through lane. The east and west legs of Grayson Road will be widened to provide a left turn pocket and a through-right lane. There is an existing left turn pocket on the westbound approach of

Grayson Road for access to St. Stan's Golf Course. This pocket will be restriped to maintain access to the golf course. The improved roadway sections will be restriped and signed in accordance with County and State standards.

Stanislaus County is the lead agency on the project and responsible for all right-of-way acquisitions needed for the construction of this project. The property being acquired is located on the southwest corner of the intersection of Crows Landing Road and Grayson Road. The property owner who owns the land 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:	David Fernandes & Dolores Hernandez
Amount of Compensation:	\$5,800
Assessor's Parcel Number:	041-026-007 (partial)
Right-of-Way Acquisition Area:	1,284 +/- Square Feet Permanent Road Easement

The amount of compensation has been determined to be within the range of just compensation by the consultant, Hamner, Jewel & Associates, who is contracted with the County for right of way acquisition services.

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

Construction of this project is scheduled to begin in the spring of 2019.

POLICY ISSUE:

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

FISCAL IMPACT:

The \$7,328 needed for the purchase of this right-of-way is funded by Regional Transportation Impact Fees (RTIF) and consists of \$5,800 for the acquisition of property and \$1,528 for estimated title insurance and escrow fees. Funding is included in 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 priority of *Delivering Efficient Public Services and Community 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 - Fernandes
2. Road Deed - Fernandes

Project: County of Stanislaus – Crows
Landing Road and E. Grayson
Road Intersection Project
Grantor(s): David Fernandes and
Dolores Hernandez
APN.: 041-026-007

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and David Fernandes, a single man, and Dolores Hernandez, a married woman as her sole and separate property, as joint tenants (Grantor(s)). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

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

This transaction shall be handled through an escrow with Stewart Title Company at 809 Sylvan Ave., #101, Modesto, CA (209) 529-8550.

No escrow shall occur.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property is the Purchase Price of FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800) as consideration in full for the real property interests being conveyed in the referenced Deed(s).

Without the use of an escrow, 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. Should the transaction be facilitated by a title company, County shall deliver the Purchase Price at the close of escrow after the delivery and execution of all necessary transfer documents have occurred. Grantor(s) 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.

Title insurance is not required; or Good, marketable and insurable fee simple title to the Property 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

Agreement for Purchase

Fernandes & Hernandez Page 2 of 5

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(s) 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(s) of any such claims prior to payment.

Grantor(s) 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(s) acknowledges that in lieu of condemnation, the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor(s) may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, but not limited to, any and all claims for attorney fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claims.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor(s) hereby agrees and consents to dismissal of said action. Grantor(s) 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. IMPROVEMENTS PURCHASED AND COST TO CURE.

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed.

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor(s) for the expense of performing the following work: None. County responsible for performing construction contract work, as applicable.

If Grantor(s) fails to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantor(s) releases County from any liability and/or claims to compensation related to said removal.

5. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed(s) 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(s) 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.

6. PERMISSION TO ENTER.

Upon Grantor(s) signature of this Agreement, Grantor(s) hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantor(s), should there be no escrow. Entry shall be only for the preparation of construction of the County's facilities and environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed(s).

7. POSSESSION.

Grantor(s) agrees that after the County's acceptance of the Agreement and Deed(s) and, should escrow occur, the date escrow closes shall constitute the date of possession in which the County may enter upon and take possession of the Property. Should the deed be recorded by the County, the date in which the check is mailed from the County to the Grantor(s) shall constitute the date of possession in which the County may enter upon and take possession of the Property.

8. LEASE INDEMNIFICATION.

Grantor(s) warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor(s) agrees to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor(s) for a period exceeding one month.

9. HAZARDOUS WASTE MATERIAL

The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor(s)'s ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor(s) taking title to the Property.

Agreement for Purchase

Fernandes & Hernandez Page 4 of 5

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.

10. 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(s).

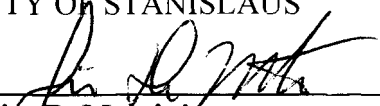
11. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

Agreement for Purchase
Fernandes & Hernandez Page 5 of 5


IN WITNESS WHEREOF, the parties have executed this Agreement on 3/16/18 as follows:

COUNTY OF STANISLAUS

By: 
Jim DeMartini
Chairman of the Board of Supervisors

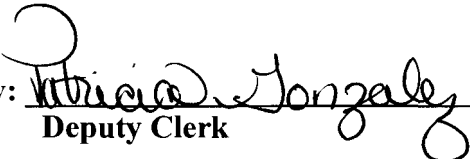
GRANTOR(S)

By: 
David Fernandes

By: 
Dolores Hernandez

ATTEST:

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

By: 
Patricia Gonzalez
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works

By: 
Matt Machado, Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2018-0034602-00

Acct 403-Mail Documents
Friday, MAY 18, 2018 12:22:15
Ttl Pd \$0.00 Rcpt # 0004127615
JMS/R3/1-4

Recording requested by:
Board of Supervisors,
County of Stanislaus

When recorded, mail to:
County of Stanislaus
Department of Public Works
1716 Morgan Road
Modesto, CA 95358

APN: 041-026-007

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

ROAD DEED

For a valuable consideration, receipt of which is hereby acknowledged,

David Fernandes, a single man, and Dolores Hernandez, a married woman as her sole and separate property, as joint tenants (hereinafter collectively referred to as "Grantor"),

does 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, described and depicted in Exhibits "A" and "B."

GRANTOR:

David Fernandes
David Fernandes

Dolores Hernandez
Dolores Hernandez

APPROVED as to description: SA Dated: 5/8/2018

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 5-8-18 from David Fernandes, a single man, and Dolores Hernandez, a married woman as her sole and separate property, as joint tenants, 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 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.

Department of Public Works of Stanislaus County, State of California

By: *Matt Machado*
Matt Machado, Director of Public Works

Dated: 5/8/18

*LHP
4JC*

ACKNOWLEDGMENT

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 March 16, 2018 before me, Brett E. Adney, Notary Public, personally appeared David Fernandes, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is 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 signatures~~(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 Brett E. Adney (Seal)



ACKNOWLEDGMENT

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 March 16, 2018 before me, Brett E. Adney, Notary Public, personally appeared Dolores Hernandez, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is 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 signatures~~(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 Brett E. Adney (Seal)

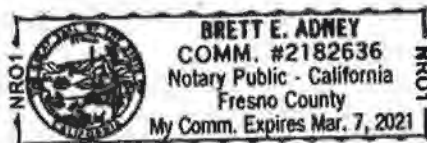


EXHIBIT "A"
LEGAL DESCRIPTION

For widening purposes, to construct and maintain a public road, being a portion of the Grant Deed recorded April 8, 1998, as Document No. 98-0031998, Official Records of Stanislaus County, situated in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 29, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, in the County of Stanislaus, State of California, said portion described as follows;

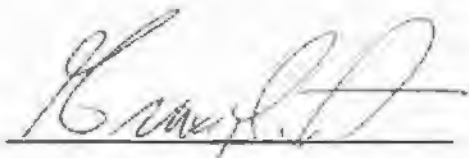
COMMENCING at the northeast corner of said Section 29; thence along the north line thereof, North 89°11'50" West, 208.71 feet to the northerly prolongation of the east line of said Parcel, thence along said prolongation, South 00°14'10" West, 20.00 feet to the south line of Grayson Road, said south line being a line 20.00 feet southerly of, and parallel with, the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 29, said point being the **POINT OF BEGINNING**;

Thence along the east line of said Parcel, South 00°14'10" West, 17.00 feet to a line 37.00 feet southerly of, and parallel with, the north line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 29; thence along said parallel line, North 89°11'50" West, 75.50 feet to the west line of said Parcel; thence along said west line, North 00°14'10" East, 17.00 feet to the south line of said Grayson Road; thence along said south line, South 89°11'50" East, 75.50 feet to the **POINT OF BEGINNING**.

Contains 1,284 square feet or 0.03 acres more or less.

Bearings and distances are based on the California Coordinate System of 1983, Zone 3. Distances are U.S. Survey Feet. Divide grid distances shown hereinabove by 0.999936 to obtain ground level distances.

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



Gregory L. Rice
Licensed Land Surveyor
California No. 8201

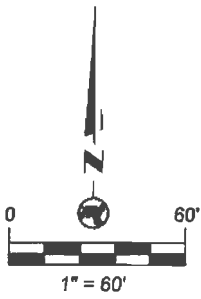



9/25/17

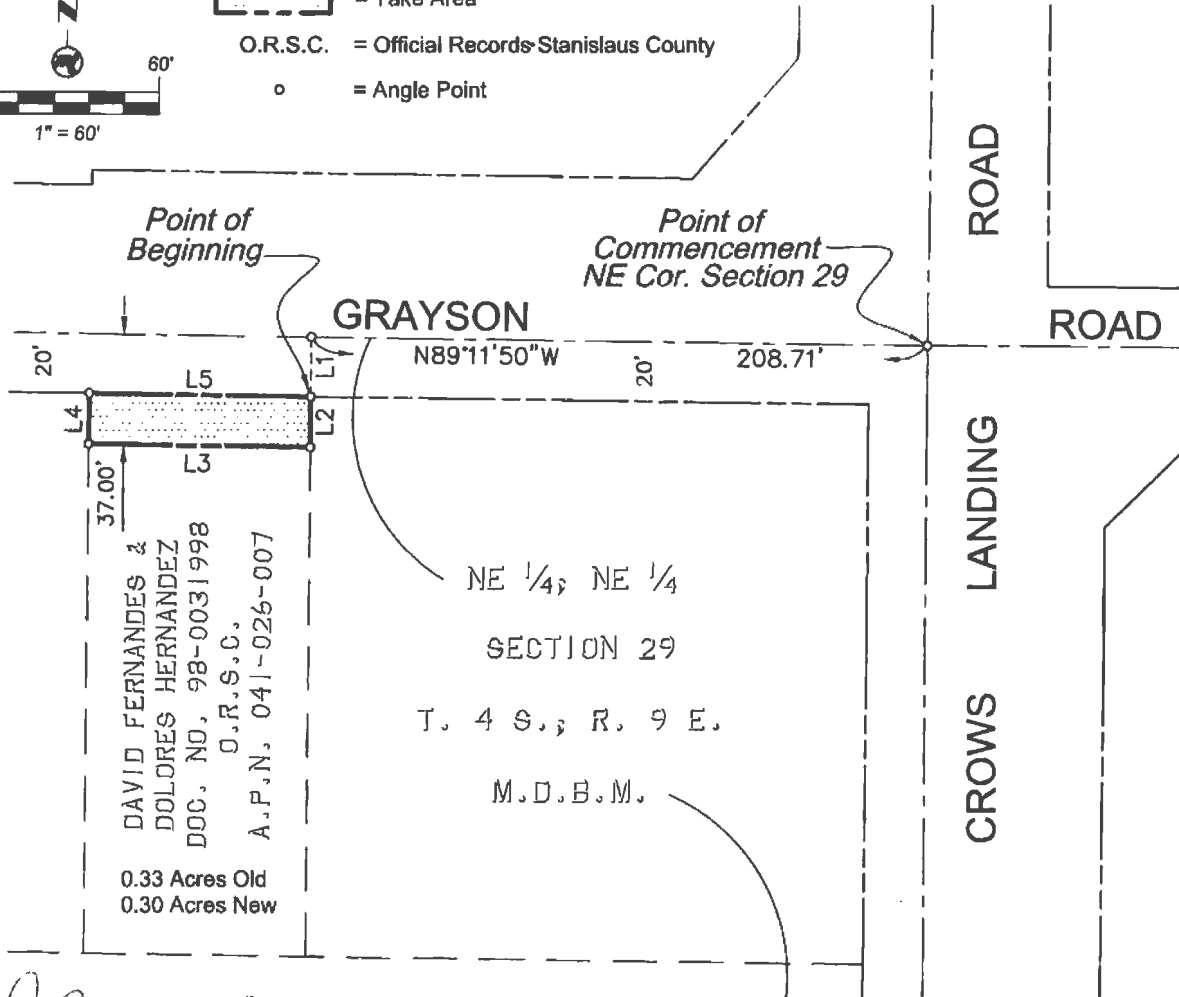
Date

EXHIBIT "B"

LEGEND



-  = Existing Parcel Line
-  = Take Area
- O.R.S.C. = Official Records Stanislaus County
-  = Angle Point



LINE TABLE

LINE	BEARING	LENGTH
L1	S00°14'10"W	20.00'
L2	S00°14'10"W	17.00'
L3	N89°11'50"W	75.50'
L4	N00°14'10"E	17.00'
L5	S89°11'50"E	75.50'

MARK THOMAS

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

RIGHT-OF-WAY TAKE

DR. BY	M.M.P.	SHEET NO.	1
CH. BY	G.L.R.	OF	1 SHEETS
DATE	09/13/17		
SCALE	1" = 60'		