

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

DEPT: PUBLIC WORKS
Urgent _____ Routine

BOARD AGENDA # *C-1

AGENDA DATE APRIL 10, 2001

CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

4/5 Vote Required YES _____ NO

SUBJECT: APPROVAL OF A PURCHASE AGREEMENT TO ACQUIRE ROAD RIGHT-OF-WAY AT THE NORTHWEST CORNER OF THE INTERSECTION OF ALBERS ROAD AND CLARIBEL ROAD FOR THE IMPROVEMENT OF THAT INTERSECTION

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE PURCHASE AGREEMENT FOR THE SUBJECT ACQUISITION;
2. AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT;
3. AUTHORIZE THE AUDITOR TO INCREASE APPROPRIATIONS BY \$12,000 IN THE PROJECT ACCOUNT PER BUDGET JOURNAL SHEET; AND,
4. AUTHORIZE THE AUDITOR TO ISSUE A WARRANT FOR THE PURCHASE AMOUNT OF \$11,000 PAYABLE TO FIRST AMERICAN TITLE COMPANY.

FISCAL
IMPACT:

The right-of-way purchase will be financed with Public Facility Fee funds.

BOARD ACTION AS FOLLOWS:

No. 2001-257

On motion of Supervisor Blom, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

SUBJECT: APPROVAL OF A PURCHASE AGREEMENT TO ACQUIRE ROAD RIGHT-OF-WAY AT THE NORTHWEST CORNER OF THE INTERSECTION OF ALBERS ROAD AND PATTERSON ROAD FOR THE IMPROVEMENT OF THAT INTERSECTION

PAGE: 2

DISCUSSION: The County has a project planned to improve Albers Road, from Claribel Road to Warnerville Road, by constructing a continuous median lane and installing traffic signals at Patterson Road and at Claribel Road. To accomplish this, we will need to acquire additional road right-of-way from the parcel on the northwest corner of the Albers/Claribel intersection. The area to be acquired includes a strip along Albers Road and another strip along Claribel Road. The property owner has agreed to accept the sum of \$11,000 for the property. This is the amount determined to be just compensation by an independent appraiser.

The increase of appropriations in the amount of \$12,000 is requested to cover related escrow and recordation costs above the purchase price of \$11,000.

POLICY ISSUE: This action is consistent with the Board's policy of providing a safe and healthy community.

STAFFING IMPACT: There is no staffing impact associated with this item.

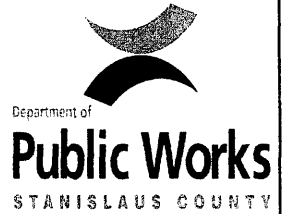
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AUDITOR-CONTROLLER
BUDGET JOURNAL



Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-00**
 To **Jun-01**



BATCH SCREEN

Journal Batch **PW - LW** BO **--**
 Category **Budget**

Line	Coding Structure							Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Mar-01		
								AMOUNT	
1	1102	43110	27600	0	0	0	.0	(12,000.00)	Decrease Est Fed Rev
2	1102	43110	63280	0	0	0	.0	(12,000.00)	Decrease Appr
3	1102	43110	31420	9253	0	0	.0	12,000.00	Increase Est PFF Rev
4	1102	43110	72600	9253	0	0	.0	12,000.00	Increase Appr
5							.0		
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25							.0		
Totals									

Explanation:
 Transfer appr and est rev from non project to Albers Road widening project

Requesting Department	CEO	Auditors Office Only	
 Larry Wendel Signature 30-Mar-01 Date	_____ Signature _____ Date	 Approved By 3/30/01 Date	_____ Admin Approval (\$75K+) _____ Date

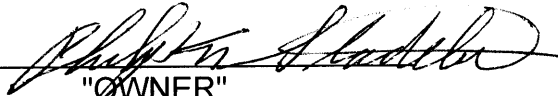
AGREEMENT -- ROAD RIGHT-OF-WAY ACQUISITION

This Agreement is made and entered into by and between the County of Stanislaus ("County") and Phillip N. Stadtler and Lois C. Stadtler, trustees of the Phillip N. Stadtler Trust, under instrument dated March 4, 1999, ("Owners").


1. Owners warrants and represents that they are the sole owners of the property described on Exhibit "A".
2. Owners agree to convey to the County a grant deed free and clear of all liens and encumbrances at the location described on Exhibit "A."
3. Owner's conveyance of the Property to the County shall be in full settlement and release of all claims for compensation and damages, including any inverse condemnation damages, arising by reason of the acquisition and resulting injury to the remainder of their lands, if any.
4. Owners' conveyance of the property described in Exhibit "A" to the County is expressly subject to approval of this Agreement by the County Board of Supervisors. If the County Board of Supervisors approves this Agreement, the County shall pay Owners the full purchase price of \$11,000.00. The sale will be handled by First American Title Company, Oakdale branch.
5. County shall be entitled to possession of the land described in Exhibit "A" upon close of escrow or 60 days after depositing the full purchase price into escrow, whichever is sooner.
6. The purchase price includes compensation to Owners for cost of replacing the fence within the area being acquired by County, and County shall notify Owners at least two weeks prior to removing existing fence.
7. The County shall pay all normal and customary expenses of transferring title from Owner to the County, including the cost of title insurance. Title shall be free and clear of all liens, encumbrances, easements, assessments and leases, recorded or unrecorded, and the County or the escrow agent is authorized to pay the foregoing agreed price to the undersigned, or, if there are encumbrances on the property, to the lienholders or other persons entitled thereto, upon close of escrow and issuance of a policy of title insurance showing clear title. Costs of reconveyances to Owner and cost of clearing existing encumbrances shall be paid by Owner and may be deducted from the proceeds.
8. This Agreement shall act as Owner's escrow instructions.

IN WITNESS WHEREOF, this Agreement is entered into on April 10, 2001.

Phillip N. Stadtler, Trustee


"OWNER"

COUNTY OF STANISLAUS

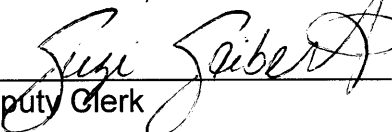

Pat Paul
Chair of the Board of Supervisors
"COUNTY"

ATTEST:

Lois C. Stadtler, Trustee


"OWNER"

Christine Ferraro Tallman, Clerk
of the Board of Supervisors of the County
of Stanislaus, State of California

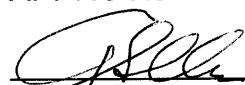
By 
Deputy Clerk

APPROVED AS TO FORM:

Michael H. Krausnick
County Counsel

By 
John P. Doering
Deputy County Counsel

APPROVED AS TO CONTENT:


George Stillman, Director
Department of Public Works

ATTACHMENTS -- Exhibit "A" -- Description of the property to be conveyed to the County.

EXHIBIT "A"
Legal Description for Right-of-Way
A.P.N. 063-29-14 (Stadtler property)

A portion of Lots 75 and 76 of Pacific Pea Packing Company Colony recorded in Volume 8 of Maps, Page 41, Stanislaus County Records, lying in the southeast quarter of Section 34, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, situate in the County of Stanislaus, State of California, more particularly described as follows:

Commencing at the intersection of the southerly projection of the west line of 90-foot wide Albers Road with the easterly projection of the north line of 40-foot wide Claribel Road; thence North 01°39'00" East along said southerly projection of the west line of Albers Road, a distance of 30.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 01°39'00" East along said west line of Albers Road, a distance of 1049.86 feet; thence North 88°21'00" West, a distance of 10.00 feet; thence South 01°39'00" West, a distance of 1014.24 feet; thence South 46°48'27" West, a distance of 43.11 feet to a line that lies 35.00 feet north of and parallel with the said north line of Claribel Road; thence North 88°02'05" West along last said line, a distance of 264.13 feet; thence South 01°57'55" West, a distance of 15.00 feet; thence North 88°02'05" West along a line that lies 20.00 feet north of and parallel with the said north line of Claribel Road, a distance of 400.00 feet; thence South 01°57'55" West, a distance of 20.00 feet to said north line; thence South 88°02'05" East along said north line a distance of 664.89 feet; thence North 54°58'55" East, a distance of 49.87 feet to the point of beginning.

Contains 28,983 square feet (0.67 acres), more or less.

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

Max M. Garcia, L.S. 5122
License Expires: 06/30/03

Date

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apn63-29-14.doc
March 15, 2001