

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

DEPT: PUBLIC WORK SE

BOARD AGENDA # \*C-2

Urgent        Routine ✓

AGENDA DATE OCTOBER 30, 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 ALONG THE EAST SIDE OF ALBERS ROAD BETWEEN OAKDALE/WATERFORD HIGHWAY AND VALK ROAD FOR THE PROJECT TO IMPROVE ALBERS ROAD

STAFF  
RECOMMEN-  
DATIONS:

1. APPROVE THE PURCHASE AGREEMENT FOR THE SUBJECT ACQUISITION;
2. AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT;
3. DIRECT THE AUDITOR TO INCREASE APPROPRIATIONS BY \$79,872.00 IN THE PROJECT ACCOUNT PER THE ATTACHED BUDGET JOURNAL SHEET; AND,
4. DIRECT THE AUDITOR TO ISSUE A WARRANT FOR THE PURCHASE AMOUNT OF \$78,872.00 PAYABLE TO FIDELITY NATIONAL TITLE COMPANY.

FISCAL  
IMPACT:

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

BOARD ACTION AS FOLLOWS:

No. 2001-828

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Caruso

Abstaining: Supervisor: None

1) X 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 ALONG THE EAST SIDE OF ALBERS ROAD BETWEEN OAKDALE/WATERFORD HIGHWAY AND VALK ROAD FOR THE PROJECT TO IMPROVE ALBERS ROAD

**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 several intersections. To accomplish this, we will need to acquire additional road right-of-way from the parcel on the east side of the Albers Road south of the Oakdale/Waterford Highway. The property owner has agreed to accept the sum of \$78,872 for the property. This amount is based on unit values for land and improvements determined to be just compensation by an independent appraiser. In addition to the new right of way for the road construction, this agreement also provides for the County to acquire underlying fee interest to a small part of the existing easement where the Oakdale/Waterford Highway will be realigned. This is being done so the adjacent property owners' parcel lines will conform to the new road alignment.

The increase of appropriations in the amount of \$79,872 is requested to cover related escrow and recordation costs above the purchase price of \$78,872.

**POLICY  
ISSUE:**

This action is consistent with the Board's policy of providing a safe, healthy community.

**STAFFING  
IMPACT:**

There is no staffing impact associated with this item.

BWM:sm

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**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Budget Organization **Stanislaus Budget Org**  
 Budget **LEGAL BUDGET**  
 Accounting Period From **Jul-01**  
 To **Jun-02**



**BUDGET JOURNAL SCREEN**

**BATCH SCREEN**

Journal Batch **PW DH**  
 Category **Budget**

Line	Coding Structure							Period	Description
	Fund	Org	Account	G/L Proj	Loc	Misc	Oct-01		
	4	7	5	7	6	6	AMOUNT		
1	1102	40310	72600	9253	0	0	79,872.00	Increase appropriations	
2	1102	40310	31420	9253	0	0	79,872.00	Increase est. rev (PFF)	
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Totals								159,744.00	

Explanation: Increase appropriations and revenue for Albers Rd Widening Project

Requesting Department	CEO	Auditors Office Only	
Diane Haugh		<i>[Signature]</i>	Admin Approval (\$75K+)
Signature	Signature	Approved By	10/24/01
23-Oct-01		Date	Date
Date	Date		

STANDARD JOURNAL VOUCHER



**BATCH SCREEN**

Batch: \_\_\_\_\_  
 Period: Nov-01  
 Description: \_\_\_\_\_

**JOURNAL SCREEN**

Journal: PW DKH  
 Period: Nov-01  
 Category: Transfer  
 Balance Type: A (A = Actual, B = Budget, E = Encumbrance)  
 Description: Transfer of PFF funds to Road Project  
 Control Total: 79,872.00

Line	Coding Structure						Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6			
1	6401	64100	62400	0	0	0	79,872.00		
2	1102	40310	31420	9253	0	0		79,872.00	
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Totals							79,872.00	79,872.00	

Explanation: Transfer of PFF funds to Albers Rd Widening Project

Diane Haugh Prepared by 10/23/01 Date	 Supervisor's Approval 10/23/01 Date	 Prepared by Admin Approval >75,000 10/24/01 Date
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## AGREEMENT -- ROAD RIGHT-OF-WAY ACQUISITION

This Agreement is made and entered into by and between the County of Stanislaus ("County"), and the Elizabeth M. Brichetto Partnership, L.P., ("Owner").

1. Owner warrants and represent that it is the sole owner of the property described on Exhibit "A" and Exhibit "B" attached.
2. Owner agrees that upon deposit into escrow of the full purchase price of \$78,872 in accordance with paragraph 5, below, Owner will convey to the County an easement for road purposes at the locations described on the Exhibit "A" attached.
3. Owner agrees that upon deposit into escrow of the full purchase price of \$78,872 in accordance with paragraph 5, below, Owner will convey to the County, fee title to the area described on Exhibit "B" attached. This area is encumbered by a road easement for the present Oakdale Waterford Highway. It is being deeded in fee to facilitate its transfer from the County to the owner of adjacent property to the west, thereby making private property lines coincide with the new road right of way.
4. Owner's conveyance of the easement described on Exhibit "A" and the property described on Exhibit "B", 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. The purchase price provided by this agreement includes full payment to Owner, including payment for Owner to construct new fencing on the new road right of way line. Purchase price also includes payment for Owner to remove his almond trees from proposed roadway and from Owner's remainder to restore a turning row for tractors and farm implements. Removed trees shall be property of Owner.
5. Owner's conveyance of the easement described on the Exhibit "A" and the property described on Exhibit "B" 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 deposit into escrow the full purchase price of \$78,872 within 60 days of said approval.

6. Owner agrees that immediately upon deposit of the full purchase price into escrow, County may enter upon and take possession of the easement, and construct a road and/or road related facilities.

7. The County shall, during road reconstruction, install 2 - 12" diameter conduits under the proposed realignment for Oakdale Waterford Highway, for owner's future use. County shall also install a 16" diameter culvert pipe under the realigned Oakdale Waterford Highway at the location currently occupied by an open drain ditch, to convey water from one side of the new road to the other.

8. The County shall pay all normal and customary expenses of transferring the easement and the property 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 Owner, 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.

9. This Agreement shall act as Owner's escrow instructions.

10. County agrees to defend, indemnify, and hold Owner, its partners, and its tenant harmless from any claim or legal proceeding arising out of the activities of County in taking possession of the easement and constructing the road and/or road related facilities, including, but not limited to, personal injuries or death of any persons resulting from County's activities on or about Owner's property. This indemnification shall only apply until the easement deed is recorded in the Stanislaus County Records Office.

11. In any dispute between the parties, arising out of this agreement, the prevailing party shall be entitled to recover attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is entered into on October 30, 2001.

Elizabeth M. Brichetto Partnership, L.P.

COUNTY OF STANISLAUS

Elizabeth M Brichetto  
Elizabeth M. Brichetto, General Partner  
"OWNER"

Pat Paul  
Pat Paul  
Chair of the Board of Supervisors  
"COUNTY"

ATTEST:  
CHRISTINE FERRARO TALLMAN, Clerk  
of the Board of Supervisors of the County  
of Stanislaus, State of California  
By Christine Ferraro Tallman  
Deputy Clerk

APPROVED AS TO FORM:  
MICHAEL H. KRAUSNICK  
County Counsel  
By John P. Doering  
JOHN P. DOERING  
Deputy County Counsel

APPROVED AS TO CONTENT:  
By George Stillman  
GEORGE STILLMAN, Director  
Department of Public Works

- ATTACHMENTS -- Exhibit "A" -- Description of the road easement to be conveyed to the County
- Exhibit "B" -- Description of the portion of the present road alignment being deeded in fee to County

**EXHIBIT "A"**  
**Legal Description for Road Right-of-Way**  
**A.P.N. 064-31-03 (Brichetto property)**

**PARCEL NO. 1**

A portion of the property conveyed to Elizabeth M. Brichetto by deed recorded March 4, 1997 as Instrument Number 0016175, Stanislaus County Records, lying in the east half of Section 26, 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 interior quarter corner of said Section 26; thence South  $88^{\circ}04'40''$  East, a distance of 12.00 feet to the centerline of Albers Road (90 feet wide); thence South  $00^{\circ}48'10''$  West along said centerline, a distance of 30.00 feet; thence South  $85^{\circ}29'59''$  East, a distance of 45.09 feet to the east line of said Albers Road and the TRUE POINT OF BEGINNING ; thence South  $00^{\circ}48'10''$  West along said east line of Albers Road, a distance of 596.07 feet; thence South  $89^{\circ}11'50''$  East a distance of 15.00 feet; thence North  $00^{\circ}48'10''$  East along a line that is 15.00 feet east of and parallel with the said east line of Albers Road, a distance of 502.33 feet; thence North  $47^{\circ}39'05''$  East, a distance of 25.47 feet; thence South  $85^{\circ}29'59''$  East, a distance of 183.90 feet to the beginning of a curve concave southerly having a radius of 1026.00 feet; thence southeasterly along the arc of said curve through a central angle of  $09^{\circ}27'00''$ , a distance of 169.22 feet; thence North  $13^{\circ}57'01''$  East, a distance of 29.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 1055.00 feet to which a radial line bears North  $13^{\circ}57'01''$  East; thence southeasterly along the arc of said non-tangent curve through a central angle of  $20^{\circ}50'05''$ , a distance of 383.63 feet; thence North  $34^{\circ}47'06''$  East 10.00 feet to a non-tangent curve concave southwesterly having a radius of 1065.00 feet to which a radial line bears North  $34^{\circ}47'06''$  East: thence southeasterly along the arc of said curve 566.87 feet ; thence North  $65^{\circ}16'55''$  East, a distance of 5.00 feet to the westerly line of Oakdale / Waterford Highway (60 feet wide); thence North  $24^{\circ}43'05''$  West along said westerly line of Oakdale / Waterford Highway, a distance of 378.58 feet to a non-tangent curve concave southwesterly having a radius of 1135.00 feet to which a radial line bears North  $45^{\circ}47'51''$  East, said non-tangent curve being concentric with and lying 70.00 feet northeasterly of last described curve; thence northwesterly along the arc of said non-tangent curve through a central angle of  $11^{\circ}00'45''$ , a distance of 218.15 feet; thence North  $34^{\circ}47'06''$  East, a distance of 20.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 1155.00 feet to which a radial line bears North  $34^{\circ}47'06''$  East; thence westerly along the arc of said non-tangent curve through a central angle of  $30^{\circ}17'05''$ , a distance of 610.5 feet; thence North  $85^{\circ}29'59''$  West, a distance of 110.10 feet; thence North  $78^{\circ}03'14''$  West, a distance of 80.00 feet; thence North



**EXHIBIT "A"**

42°20'55" West, a distance of 39.56 feet to a line that lies 10.00 feet east of the said east line of Albers Road; thence North 00°48'10" East along last said line, a distance of 1087.60 feet to the southerly line of the 110 foot wide Hetch Hetchy Right of Way; thence South 79°48'10" East, along said southerly line a distance of 10.19 feet to said east line of Albers Road; thence South 00°48'10" West along said east line, a distance of 1177.63 feet to the point of beginning.

Contains 136757 square feet (3.06 acres), more or less.

**PARCEL NO. 2**

A portion of the property conveyed to Elizabeth M. Brichetto by deed recorded March 4, 1997 as Instrument Number 0016175, Stanislaus County Records, lying in the south half of Section 26, 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 southeasterly line of Albers Road (90 feet wide) and the easterly line of Valk Road (50 feet wide); thence South 01°15'03" West along said easterly line of Valk Road, a distance of 99.97 feet to the TRUE POINT OF BEGINNING; thence continuing South 01°15'03" West along said easterly line of Valk Road, a distance of 329.26 feet; thence South 88°44'57" East 5.00 feet to the beginning of curve concave southeasterly having a radius of 220.00 feet to which a radial line bears North 88°44'57" West; thence Northeasterly along the arc of said curve, through a central angle of 30°47'38", a distance of 118.24 feet to the beginning of a reverse curve concave easterly having a radius of 170.00 feet; thence Northerly along the arc of said reverse curve through a central angle of 80°27'59", a distance of 238.75 feet to the point of beginning.

Contains 11,637 square feet (0.27 acres), more or less.

## EXHIBIT "B"

### Legal Description for a Portion of Valk Road

All that portion of 50 foot wide Valk Road lying in the south west quarter of Section 26, Township 2 South, Range 10 East, Mount Diablo Meridian, described as follows;

Commencing at the south one-quarter corner of said Section 26, thence North  $88^{\circ}00'03''$  West on the south line of said section 30.70 feet to the east line of 50 foot wide Valk Road; thence North  $1^{\circ}15'03''$  East on said east line 117.10 feet; thence North  $88^{\circ}44'57''$  West 25.00 feet to the centerline of said Valk Road; thence North  $1^{\circ}15'03''$  East on said centerline 126.10 feet to the POINT OF BEGINNING of this description; thence continue North  $1^{\circ}15'03''$  East on said centerline 83.19 feet; thence South  $78^{\circ}05'41''$  East 25.31 feet to a point on a curve concave northwesterly, having a radius of 110.00 feet to which a radial line bears North  $88^{\circ}40'28''$  East; thence Southwesterly on the arc of said curve, through a central angle of  $33^{\circ}22'13''$ , a distance of 64.07 feet to the beginning of a reverse curve concave southeasterly, having a radius of 280.00 feet; thence Southwesterly on the arc of said curve 19.69 feet to the point of beginning.

Containing 1386 square feet(.032 Acres), more or less