

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

DEPT: Public Works *AKM*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE May 20, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Purchase Agreement to Acquire Road Right-of-Way for the Ladd Road at McHenry Avenue Intersection Project, Parcel Owner K. Darpinian & Sons, Inc., APN: 004-007-015

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the subject acquisition.
2. Authorize the Chairman of the Board to execute the agreement.
3. Direct the Auditor-Controller to increase appropriations and estimated revenue for the Ladd Road at McHenry Avenue Intersection Improvement Project by \$214,646 per the financial transaction sheet.
4. Direct the Auditor-Controller to issue a warrant in the total amount of \$214,646, payable to Fidelity National Title Company, for the purchase amount of \$213,146 and \$1,500 for estimated escrow fees and title insurance.

FISCAL IMPACT:

The total estimated cost for this project is \$1,793,254. The \$214,646 for the purchase of this right-of-way is funded 100% by the Regional Transportation Impact Fee Program (RTIF) and consists of \$213,146 for the purchase of the road easement, \$1,500 for estimated escrow and title insurance fees.

BOARD ACTION AS FOLLOWS:

No. 2008-358

On motion of Supervisor Grover Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Purchase Agreement to Acquire Road Right-of-Way for the Ladd Road at McHenry Avenue Intersection Project, Parcel Owner K. Darpinian & Sons, Inc., APN: 004-007-015

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Department Traffic Congestion Relief Program. The Traffic Congestion Relief Program provides for the installation of traffic signals, left turn lanes and related improvements on selected roadways throughout the County, including the improvements to the Ladd Road at McHenry Avenue intersection.

In June 2004, the Board of Supervisors awarded a contract to Wood Rodgers for environmental and engineering services for the Ladd Road and McHenry Avenue Intersection Improvements.

The proposed new traffic signal and additional through and turn lanes will improve traffic safety and enhance the flow of traffic through this intersection. Installation of safety lighting and shoulder widening will also be completed.

On July 24, 2007, the Board of Supervisors approved the Initial Study/Mitigated Negative Declaration for the Ladd Road at McHenry Avenue Intersection Project.

To accomplish this project, the County will need to acquire additional right-of-way from the parcel on the southwest corner of Ladd Road and McHenry Avenue. The property owner has agreed to accept the following:

Property Owners Amount of Compensation Assessors Parcel Number Right-of-Way
Area K. Darpinian & Sons, Inc. \$213,146 004-077-015 2.01 acres

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by the County.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Transfer budget to Ladd Road @McHenry Intersection Project
Period	JUL-07 to JUN-08
Organization	Stanislaus Budget Org

BO#

Line	Coding Structure						Debit		Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue		
1	1102	40310	72600	9709	0	0.0	214,646.00			
2	1102	40310	63280	0	0	0.0		214,646.00		
3	1102	40310	46615	0	0	0.0	214,646.00			
4	1102	40310	46615	9709	0	0.0		214,646.00		
5						0				
6						.0				
7						.0				
8						.0				
9						.0				
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22						.0				
23						.0				
24						.0				
25						.0				
Totals							429,292.00	429,292.00		

Transfer budget to Ladd Road @McHenry Intersection Project

Requesting Department		CEO		Auditors Office Only	
Sharon Andrews <i>[Signature]</i>		<i>[Signature]</i>		<i>[Signature]</i> Admin Approval (\$75K+)	
Signature		Signature			
5/7/08				Prepared By	
Date		Date		Date	

Contact Person & Phone Number

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch PW
 Period May-08
 Description _____

JOURNAL SCREEN

Journal PW SKA JV
 Category Correction
 Balance Type A A = Actual or E = Encumbrance
 Description Transfer funds from RTIF to project account - Ladd Road @ McHenry Intersection
 Control Total 214,646.00

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	6400	64100	85850	0	0	0	0.0	214,646.00		
2	1102	40310	46616	9709	0	0	0.0		214,646.00	
3			46615				0			
4							0			
5							0			
6							0			
7							0			
8							0			
9							0			
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21							0			
22							0			
23							0			
24							0			
25							0			
26							0			
27							0			
Totals								214,646.00	214,646.00	

Explanation: Transfer funds from RTIF to project account - Ladd Road @ McHenry Intersection

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
5/7/08	5/8/08	5/9/08	5/9/08
Date	Date	Date	Date

EXHIBIT "A"

**McHenry-Ladd Intersection Project
Darpinian – APN 004-077-015**

In the County of Stanislaus, State of California, being a portion of the Southeast Quarter of Section 29, Township 2 South, Range 9 East, Mount Diablo Meridian, being more particularly described as follows:

Commencing at the east quarter corner of said Section 29, thence along the north line of said Southeast Quarter of Section 29, North 89° 07' 39" West, 925.42 feet;

thence South 00° 39' 15" West, 28.54 feet to a point of intersection with the south Right-of-Way line of Ladd Road and the **True Point of Beginning**;

thence along said south Right-of-Way line, South 89° 20' 45" East, 900.81 feet to a point of intersection with the west Right-of-Way line of McHenry Avenue;

thence along said west Right-of-Way line, South 00° 15' 31" East, 1777.49 feet;

thence leaving said west Right-of-Way line, South 89° 44' 29" West, 9.16 feet to a point hereinafter referred to as Point A;

thence North 01° 47' 22" West, 659.77 feet;

thence North 01° 24' 15" West, 642.79 feet;

thence South 89° 44' 29" West, 10.00 feet;

thence North 01° 24' 15" West, 117.79 feet;

thence North 00° 15' 31" West, 324.34 feet;

thence North 44° 48' 12" West, 20.82 feet;

thence North 89° 20' 53" West, 834.51 feet to a point of intersection with the easterly boundary line of Parcel A, as shown in Book 15 of Parcel Maps, Page 107, Stanislaus County Records;

thence along said easterly boundary line and its northerly prolongation, North 00° 39' 15" East, 19.44 feet to the **True Point of Beginning**;

Containing 1.71 acres, more or less.

Together with a Public Utility Easement, Drainage Easement, and Irrigation Easement, 10.00 feet wide, being more particularly described as follows:

Beginning at the aforementioned Point A; thence South 89° 44' 29" West, 10.00 feet;

thence North 01° 47' 22" West, 659.53 feet;

thence North 01° 24' 15" West, 643.03 feet;

thence North 89° 44' 29" East, 10.00 feet;

thence South 01° 24' 15" East, 642.79 feet;

thence South 01° 47' 22" East, 659.77 feet to the **Point of Beginning**.

Containing 0.30 acres, more or less.



Michael E. Long, PLS 6815
Expires September 30, 2008

Date: 11/28/07

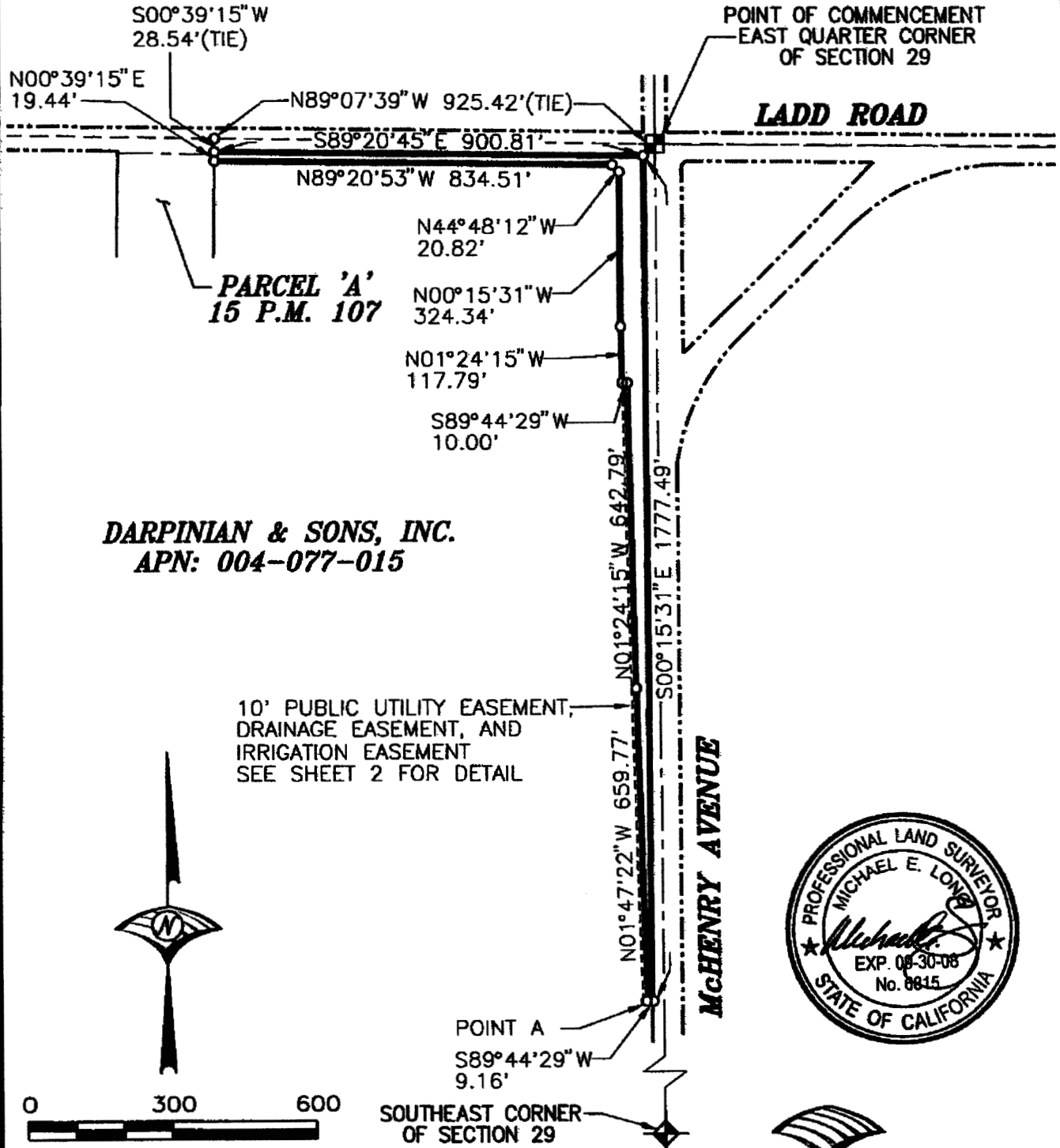


PREPARED BY WOOD RODGERS, INC
MODESTO, CALIFORNIA

EXHIBIT A-1

McHENRY-LADD INTERSECTION PROJECT
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

PLAT TO ACCOMPANY
DESCRIPTION



S00°39'15" W
28.54'(TIE)

N00°39'15" E
19.44'

N89°07'39" W 925.42'(TIE)

S89°20'45" E 900.81'

N89°20'53" W 834.51'

N44°48'12" W
20.82'

N00°15'31" W
324.34'

N01°24'15" W
117.79'

S89°44'29" W
10.00'

N01°24'15" W 642.79'

S00°15'31" E 1777.49'

N01°47'22" W 659.77'

S89°44'29" W
9.16'



SCALE: 1" = 300'

SEE DESCRIPTION FOR
COURSE INFORMATION

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING

1012 11th St., Suite 300 Tel 209.549.7060
Modesto, CA 95354 Fax 209.549.7064

SHEET 1 8088.001 11/28/2007

EXHIBIT A-1

PLAT TO ACCOMPANY

McHENRY-LADD INTERSECTION PROJECT
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

DARPINIAN & SONS, INC.
APN: 004-077-015

10' PUBLIC UTILITY EASEMENT,
DRAINAGE EASEMENT AND
IRRIGATION EASEMENT

N89°44'29"E
10.00'

S01°24'15"E 642.79'
N01°24'15"W 643.03'

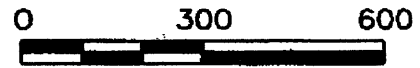
S01°47'22"E 659.77'
N01°47'22"W 659.53'

McHENRY AVENUE

S89°44'29"W
10.00'

POINT A

SOUTHEAST CORNER
OF SECTION 29



SCALE: 1" = 300'

SEE DESCRIPTION FOR
COURSE INFORMATION



WOOD RODGERS

ENGINEERING • MAPPING • PLANNING • SURVEYING

1012 11th St., Suite 300 Tel 209.549.7060

Modesto, CA 95354 Fax 209.549.7064

SHEET 2

8088.001

11/28/2007

Project: Ladd/McHenry Project
Grantor: K. Darpinian & Sons, Inc.
APN: 004-077-015

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and K. Darpinian & Sons, Inc., a California Corporation (Grantor). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY

Grantor agrees to sell to County, and the 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"), Assessor's Parcel No. 004-077-015.

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.

3. PURCHASE PRICE AND TITLE

The consideration to be paid by the County for the Property is as follows:

Land	1.71 Acres @ \$75,000/Acre =	\$128,252
Public Utility Easement	.30 Acre @ \$75,000/Acre =	\$ 22,500
Temporary Construction Easement		\$ 988
New Well (per bid)		\$ 46,408
Electrical & Pump Relocation		<u>\$ 15,000</u>
	Total	\$213,146

Assumes pipeline south of canal does not need to be relocated or that County will move at its sole expense.

Agreement for Purchase
K. Darpinian & Sons, Inc.
Page 1 of 4

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.

[] Title insurance is not required; or Good, marketable and insurable fee simple title to the property shall be evidenced by an ALTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if County elects not to obtain an ALTA survey for the Property. 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 be pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

The 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.

The Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein is in full settlement of any claims for compensation nor damages that may have arisen, including, but not limited to, attorney fees, pre-condemnation damages, severance damages, business goodwill, or any other claim regarding the acquisition of the Property or construction of improvements thereon.

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 of 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. 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 County law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

IN WITNESS WHEREOF, the parties have executed this Agreement on
May 20, 2008, as follows:

COUNTY OF STANISLAUS

By: Thomas W. Mayfield
Thomas W. Mayfield
Chairman of the Board of Supervisors

GRANTOR

K. DARPINIAN & SONS, INC
By: K. Darpinian
K. Darpinian & Sons,
a California Corporation

ATTEST:

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

By: Suzi Gibert
Deputy Clerk

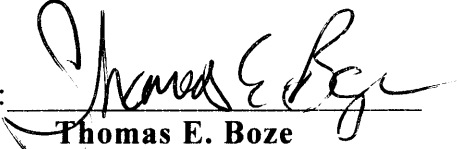


**Agreement for Purchase
K. Darpinian & Sons, Inc.
Page 3 of 4**

**APPROVED AS TO CONTENT:
Department of Public Works**

By: 
Matt Machado, Director

**APPROVED AS TO FORM:
Michael H. Krausnick
County Counsel**

By: 
**Thomas E. Boze
Deputy County Counsel**