

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

DEPT: Public Works *[Signature]*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE October 28, 2008

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Purchase Agreement to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Sycamore Avenue Intersection Project, Parcel Owners Phillip D. Cearley, Sr., Deeda M. Cearley, and Catherine Gibb, APN: 048-002-010

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 make the necessary budget adjustments per the financial transaction sheet.
4. Direct the Auditor-Controller to issue a warrant in the total amount of \$17,126, payable to Fidelity National Title Company, for the purchase amount of \$15,626 and \$1,500 for estimated escrow fees and title insurance.

FISCAL IMPACT:

The total estimated cost for this project is \$800,000. The \$17,126 for the purchase of this right-of-way easement is funded 100% by the Regional Transportation Impact Fee Program (RTIF) and consists of \$15,626 for the purchase of the road easement and \$1,500 for estimated escrow and title insurance fees.

BOARD ACTION AS FOLLOWS:

No. 2008-743

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover, and Mayfield

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

[Signature]

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Purchase Agreement to Acquire Road Right-of-Way Easement for the Las Palmas Avenue at Sycamore Avenue Intersection Project, Parcel Owners Phillip D. Cearley, Sr., Deeda M. Cearley, and Catherine Gibb, APN: 048-002-010

DISCUSSION:

In March 2007, the Board of Supervisors awarded a contract to Associated Engineering Group, Inc. for environmental and engineering services for the Las Palmas Avenue and Sycamore 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 1, 2008, the Board of Supervisors approved the Initial Study/Mitigated Negative Declaration for the Las Palmas Avenue at Sycamore Avenue Intersection Project.

To accomplish this project, the County will need to acquire right-of-way easement from the parcel on the southwest corner of Las Palmas Avenue and Sycamore Avenue. The property owner has agreed to accept the following:

Property Owners	Amount of Compensation	Assessors Parcel Number	Right-of-Way Easement Area
Phillip D. Cearley, Sr. Deeda M. Cearley Catherine Gibb	\$15,626	048-002-010	0.18 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.

PS:sr

L:\ROADS\9726 - Las Palmas Ave at Sycamore Ave\Design Division\Board Items\9726 board item

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type

Budget

Category

Budget - Upload

Source

Currency

USD

Budget Name

LEGAL BUDGET

Batch Name

BO#

Journal Name

Journal description

Transfer budget to Las Palmas at Sycamore Ave Intersection Project

Period

JUL-08 to JUN-09

Organization

Stanislaus Budget Org

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	9726	0	0.0	17,126.00				
2	1102	40310	63280	0	0	0.0		17,126.00			
3	1102	40310	46615	0	0	0.0	17,126.00				
4	1102	40310	46615	9726	0	0.0		17,126.00			
5						0					
6						0					
7						0					
8						0					
9						0					
10						0					
11						0					
12						0					
13						0					
14						0					
15						0					
16						0					
17						0					
18						0					
19						0					
20						0					
21						0					
22						0					
23						0					
24						0					
25						0					
Totals								34,252.00	34,252.00		

Transfer budget to Las Palmas at Sycamore Ave Intersection Project

Requesting Department

CEO

Auditors Office Only

Sharon Andrews

Signature

10/9/08

Date

Signature

10/20/08

Date

Prepared By

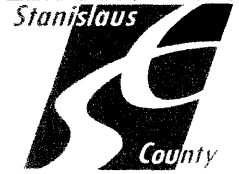
Date

Admin Approval (\$75K+)

Date

Contact Person & Phone Number

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch PW
 Period Oct-08
 Description _____

JOURNAL SCREEN

Journal PW SKA JV
 Category Chargeback
 Balance Type A A = Actual or E = Encumbrance
 Description Transfer funds from RTIF to Las Palmas at Sycamore Ave Intersection Project
 Control Total 17,126.00

Line	Coding Structure						Debit	Credit	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2400	61270	85850	0	0	0.0	17,126.00			
2	1102	40310	46615	9726	0	0.0		17,126.00		
3						0				
4						0				
5						0				
6						0				
7						0				
8						0				
9						0				
10						0				
11						0				
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20						0				
21						0				
22						0				
23						0				
24						0				
25						0				
26						0				
27						0				
Totals								17,126.00	17,126.00	

Explanation: Transfer funds from RTIF to Las Palmas at Sycamore Ave Intersection Project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i>	<i>[Signature]</i>		<i>[Signature]</i>
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
10/9/08	10/9/08		10/10/08
Date	Date	Date	Date

NO FEE
RECORDING REQUESTED BY: BOARD OF SUPERVISORS
RETURN TO: STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1010 10th Street, Suite 3500
Modesto, CA 95354

Road Name: Las Palmas Avenue
APN: 048-002-010

ROAD EASEMENT

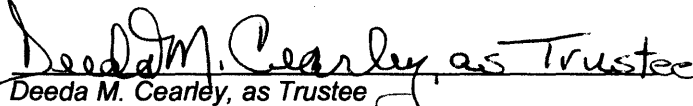
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Phillip D. Cearley, Sr. and Deeda M. Cearley, Trustees of the Phillip D Cearley, Sr. and Deeda M. Cearley 2001 Trust, Separate Property of Phillip D. Cearley, Sr., and Catherine Gibb, a married woman, as her sole and separate property,

does hereby grant to the COUNTY OF STANISLAUS an easement for public road and highway purposes in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A"


Phillip D. Cearley, Sr., as Trustee


Deeda M. Cearley, as Trustee

Dated: 8-7-08


Catherine Gibb

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: _____

from Phillip D. Cearley, Sr., Deeda M. Cearley and Catherine Gibb to County of Stanislaus, a political corporation and/or governmental agency, 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 _____ in accordance with the provision of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

MATTHEW MACHADO, Director, Department of Public Works
of Stanislaus County, State of California

Dated: _____

GENERAL ACKNOWLEDGMENT

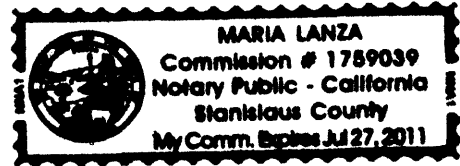
STATE OF California)
) ss.
COUNTY OF Stanislaus)

On August 7, 2008, 2008, before me, Maria Lanza, Notary Public
Notary Public, personally appeared Phillip D. Cearley and Deeda M. Cearley

_____ ,
_____ ,
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 Maria Lanza

(Seal)

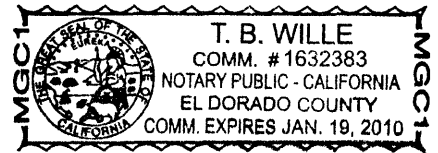
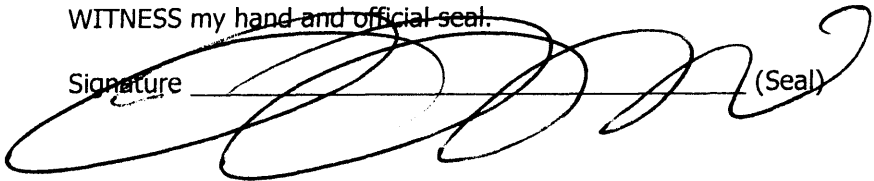
State of California)
County of El Dorado)

On August 29, 2008 before me,
T.B. Wille, Notary Public (here insert name and title of the officer),
personally appeared Catherine Gibb,
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 _____ (Seal)



564B-07
CEARLEY

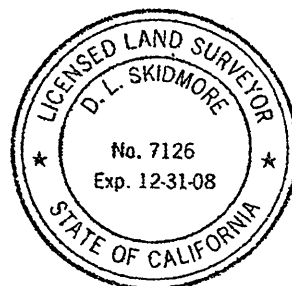
EXHIBIT "A"
LEGAL DESCRIPTION
FOR RIGHT-OF-WAY

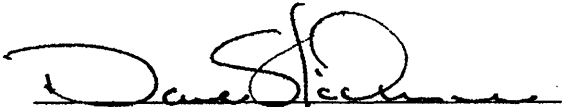
ALL that certain piece or parcel of land situate in the County of Stanislaus, State of California, lying within Lot 230 as shown on that map entitled Patterson Colony, Sub-Tract No. One filed in the Office of the Recorder of the County of Stanislaus on December 13, 1909 in Volume 4 of Maps at Page 40, being more particularly described as follows:

COMMENCING at a 2.5" diameter disc, stamped Patterson Colony, marking the center line intersection point of Las Palmas Avenue and Sycamore Avenue, said point also being the Northeast corner of said Lot 230; thence South $02^{\circ}00'32''$ West, a distance of 47.17 feet to the point of intersection of the Southerly right-of-way line of Las Palmas Avenue and the Westerly right-of-way line of Sycamore Avenue also being the TRUE POINT OF BEGINNING of this description; thence South $29^{\circ}59'43''$ East along said Westerly right-of-way line of Sycamore Avenue, a distance of 500.00 feet; thence South $60^{\circ}00'17''$ West, a distance of 15.00 feet; thence North $29^{\circ}59'43''$ West, a distance of 475.00 feet; thence North $74^{\circ}59'43''$ West, a distance of 35.35 feet to a point on said Southerly right-of-way line of Las Palmas Avenue; thence North $60^{\circ}00'01''$ East along last said line, a distance of 40.00 feet to the point of beginning.

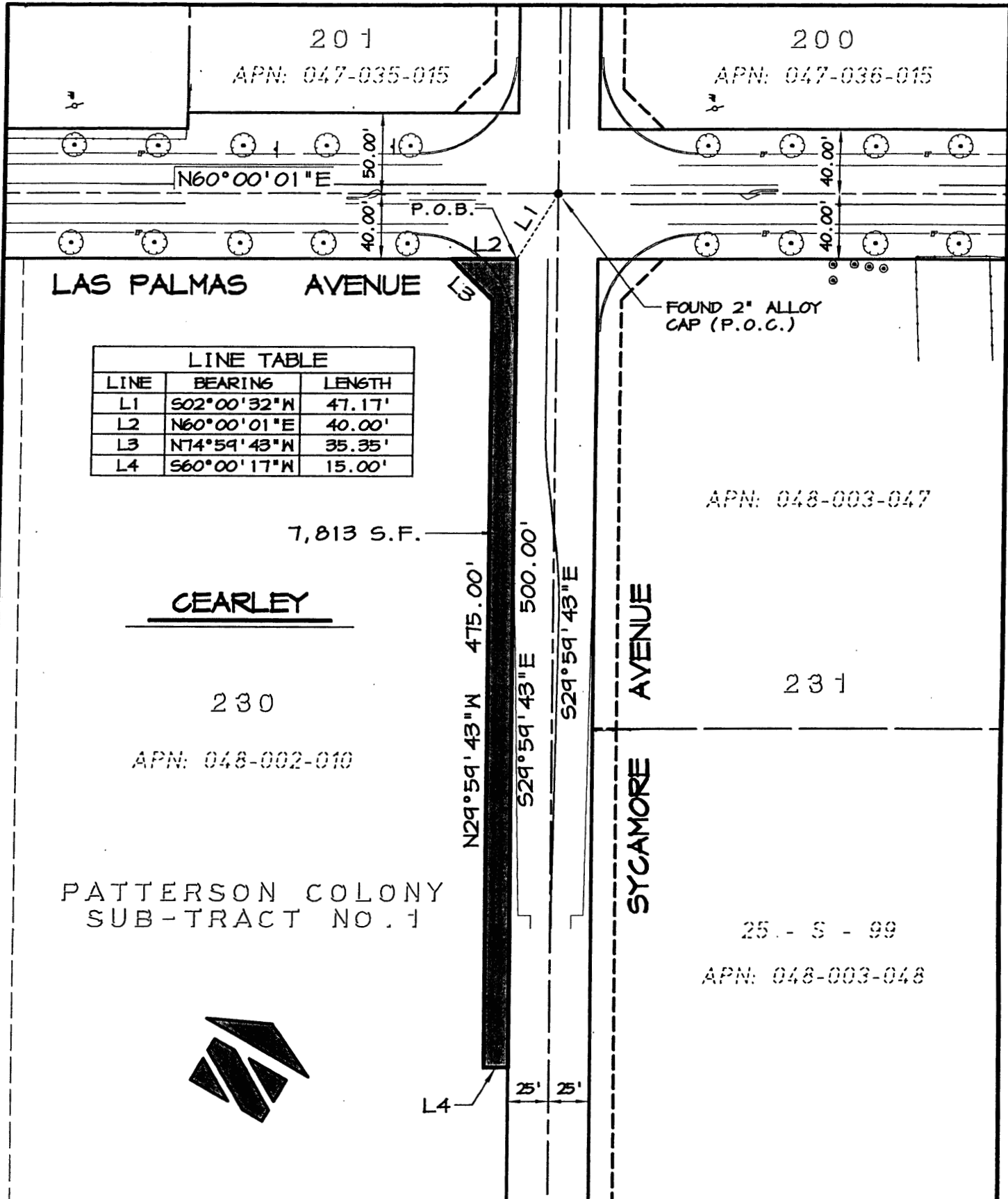
CONTAINING 7,813 square feet more or less.

SUBJECT TO all easements and/or rights-of-way of record.




Dave L. Skidmore, L.S. 7126
License Expires 12/31/08

7/23/07



201
APN: 047-035-015

200
APN: 047-036-015

LAS PALMAS AVENUE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°00'32"W	47.17'
L2	N60°00'01"E	40.00'
L3	N74°59'43"W	35.35'
L4	S60°00'17"W	15.00'

7,813 S.F.

CEARLEY

230

APN: 048-002-010

PATTERSON COLONY
SUB-TRACT NO. 1



FOUND 2" ALLOY
CAP (P.O.C.)

APN: 048-003-047

SYCAMORE AVENUE

231

25 - S - 99
APN: 048-003-048

DRAWN R.M.U.
DATE 6/15/07 3:25
SCALE 1"=80'
JOB # 564B-07
DWG. 564B RWLEX

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**
A.P.N. 048-002-010 - CEARLEY
BEING A PORTION OF LOT 230, OF PATTERSON COLONY
SUB-TRACT NO. 1, VOL. 4 OF MAPS AT PAGE 40, S.C.R.
STANISLAUS COUNTY CALIFORNIA



**ASSOCIATED
ENGINEERING, INC.**
Surveying · Design · Planning
4206 TECHNOLOGY DRIVE
MODESTO, CALIFORNIA 95356
PH: (209) 545-3390 FAX: (209) 545-3875

Project: Las Palmas Ave Signalization
Grantor(s): Cearley 2001 Trust / Gibb
APN: 048-002-010

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Phillip D. Cearley, Sr. and Deeda M. Cearley, Trustees of the Phillip Cearley, Sr. and Deeda M. Cearley 2001 Trust, Separate Property of Phillip D. Cearley, Sr., as to an undivided ½ interest and Catherine Gibb, a married woman, as her sole and separate property, as to an undivided ½ interest (Grantors). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantors agree to sell to County, and County agrees to purchase from Grantors, on the terms and conditions set forth in this Agreement, the real property interest described in the Road Easement Exhibits attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of easement rights to 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 Fidelity National Title Company, 3425 Coffee Road, Suite C, Modesto, CA 95355, at (209) 529-0231.

3. PURCHASE PRICE AND TITLE.

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

Permanent Easement (7,813 sq. ft X \$2.00/sq. ft.)	\$15,626.00
Damages	\$ N/A
Total	\$15,626.00

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(s) shall convey by Road Easement to County good, marketable and insurable title to the Property interest 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 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 interest. 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.

The Grantors agree 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 Grantors of any such claims prior to payment.

The Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree that the Purchase Price to be paid herein is in full settlement of any claims for compensation or 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 interest 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 a 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) Grantors authorize 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.

Grantors agree 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 Grantors hereby represent and warrant that during the period of Grantors ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantors further represent and warrant that Grantors have no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantors taking title to the Property interest.

**Agreement for Purchase
Cearley Trust & Gibb / APN: 048-002-010
Page 3 of 3**

The Purchase Price of the Property interest 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 OCT 28 2008
as follows:**

COUNTY OF STANISLAUS


~~Thomas W. Mayfield~~ Jim DeMartini
Vice-Chairman of the Board of Supervisors

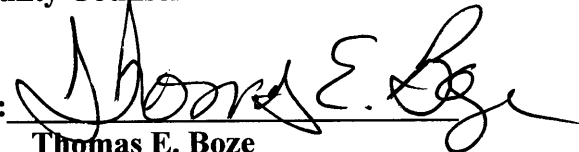
ATTEST:
Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By: 
Deputy Clerk

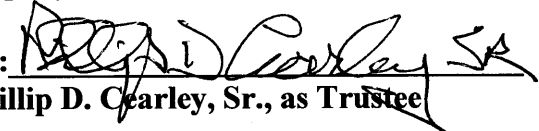
APPROVED AS TO CONTENT:
Department of Public Works

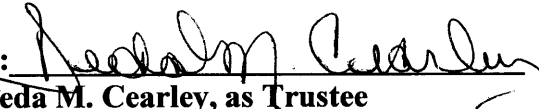
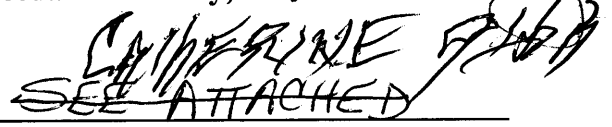

Matt Machado, Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

GRANTORS: The Phillip Cearley, Sr. and
Deeda M. Cearley 2001 Trust, Separate
Property of Phillip D. Cearley, Sr.

By: 
Phillip D. Cearley, Sr., as Trustee

By: 
Deeda M. Cearley, as Trustee

SEE ATTACHED
Catherine Gibb

564B-07
CEARLEY

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LEGAL DESCRIPTION
FOR RIGHT-OF-WAY

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CONTAINING 7,813 square feet more or less.

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Dave L. Skidmore, L.S. 7126
License Expires 12/31/08

7/23/07

