

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

DEPT: Public Works *mm*

BOARD AGENDA # \*C-3

Urgent ☐ Routine ☒

AGENDA DATE March 30, 2010

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 Hatch Road at Santa Fe Avenue Intersection Improvement Project, Parcel Owners Nino and Grace Masellis, APN: 018-065-006

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 \$63,150, payable to Chicago Title Company, for the purchase amount of \$61,650 and \$1,500 for estimated escrow fees and title insurance.

FISCAL IMPACT:

The total estimated cost for this project is \$3,853,000. The costs include the following:

| DESCRIPTION               | ESTIMATED COMPLETION DATE | ESTIMATED COSTS    |
|---------------------------|---------------------------|--------------------|
| Right-of-Way Acquisitions | Winter 2010               | \$153,000          |
| Engineering Consultants   | Fall 2012                 | \$500,000          |
| Construction              | Fall 2012                 | \$3,200,000        |
|                           |                           | TOTAL: \$3,853,000 |

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-166

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X 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 Hatch Road at Santa Fe Avenue Intersection Improvement Project, Parcel Owners Nino and Grace Masellis, APN: 018-065-006

Phase 1 of the Hatch Road at Santa Fe Avenue Intersection Project is currently in the right-of-way acquisition process and negotiations with property owners are ongoing. Three parcels are needed for this project and none have been finalized. The total estimated cost for these acquisitions is \$153,000. The total right-of-way costs include \$63,150 for the Masellis right-of-way acquisition.

To accomplish this project, the County will need to acquire additional right-of-way from the parcel on the northeast corner of the intersection. On October 13, 2008, the County received an appraisal from The Schmidt-Prescott Group, Inc., a subconsultant for Universal Field Services.

On January 8, 2009, an offer letter was sent to the property owner for the right-of-way acquisition. The property owners have agreed to accept the following:

| DESCRIPTION                          | COMPENSATION |
|--------------------------------------|--------------|
| Land (21,623 sq. ft.)                | \$32,800     |
| 29 trees (cling peach)               | \$18,000     |
| Replacement of Impacted Improvements | \$10,850     |
| TOTAL:                               | \$61,650     |

Property Owner(s): Nino and Grace Masellis  
Assessor's Parcel Number: 018-065-006  
Amount of Compensation: \$61,650

The amount of compensation has been determined to be within the range of just compensation by The Schmidt-Prescott Group, Inc. and County staff.

**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.

**CONTACT PERSON:**

Matt Machado, Director of Public Works. Telephone: (209) 525-6550.

# AUDITOR-CONTROLLER BUDGET JOURNAL



|                     |                                                                                  |     |
|---------------------|----------------------------------------------------------------------------------|-----|
| Balance Type        | Budget                                                                           |     |
| Category            | Budget - Upload                                                                  |     |
| Source              |                                                                                  |     |
| Currency            | USD                                                                              |     |
| Budget Name         | LEGAL BUDGET                                                                     |     |
| Batch Name          |                                                                                  | BO# |
| Journal Name        |                                                                                  |     |
| Journal description | Tranfser budget to THE Hatch Rd at Santa Fe Ave Intersection Improvement Project |     |
| Period              | JUL-09 to JUN-10                                                                 |     |
| Organization        | Stanislaus Budget Org                                                            |     |

| Line   | Coding Structure |       |         |          |     |      | Debit               | Credit              | Description |
|--------|------------------|-------|---------|----------|-----|------|---------------------|---------------------|-------------|
|        | Fund             | Org   | Account | G/L Proj | Loc | Misc | incr appropriations | decr appropriations |             |
|        | 4                | 7     | 5       | 7        | 6   | 6    | decr est revenue    | incr est revenue    |             |
| 1      | 1102             | 40310 | 72600   | 9208     | 0   | 0.0  | 63,150.00           |                     |             |
| 2      | 1102             | 40310 | 63280   | 0        | 0   | 0.0  |                     | 63,150.00           |             |
| 3      | 1102             | 40310 | 46615   | 0        | 0   | 0.0  | 63,150.00           |                     |             |
| 4      | 1102             | 40310 | 46615   | 9208     | 0   | 0.0  |                     | 63,150.00           |             |
| 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 |                  |       |         |          |     |      | 126,300.00          | 126,300.00          |             |

Tranfser budget to THE Hatch Rd at Santa Fe Ave Intersection Improvement Project

## Requesting Department

Sharon Andrews

Signature

3/24/10

Date

## CEO

Signature

3/25/10

Date

## Auditors Office Only

Prepared By

Date

Admin Approval (\$75K+)

Date

Contact Person & Phone Number

# AUDITOR-CONTROLLER STANDARD JOURNAL VOUCHER

## BATCH SCREEN

Batch PW

Period Mar-10

Description



## JOURNAL SCREEN

Journal PW SKA JV

Category Transfer

Balance Type A A = Actual or E = Encumbrance

Description Transfer funds from RTIF to Hatch Rd at Santa Fe Ave Intersection Improvement Project

Control Total 63,150.00

| Line   | Coding Structure |       |         |          |     |      |   | Debit     | Credit    | Description  |
|--------|------------------|-------|---------|----------|-----|------|---|-----------|-----------|--------------|
|        | Fund             | Org   | Account | G/L Proj | Loc | Misc |   |           |           |              |
| 1      | 6400             | 64100 | 85850   | 0        | 0   | 0    | 0 | 63,150.00 |           | Transfer Out |
| 2      | 1102             | 40310 | 46615   | 9208     | 0   | 0    | 0 |           | 63,150.00 | Transfer In  |
| 3      |                  |       |         |          |     |      | 0 |           |           |              |
| 4      |                  |       |         |          |     |      | 0 |           |           |              |
| 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 |           |           |              |
| 26     |                  |       |         |          |     |      | 0 |           |           |              |
| 27     |                  |       |         |          |     |      | 0 |           |           |              |
| Totals |                  |       |         |          |     |      |   | 63,150.00 | 63,150.00 |              |

Explanation: Transfer funds from RTIF to Hatch Rd at Santa Fe Ave Intersection Improvement Project *(from City/County PFF)*

| Departments Outside Auditors' Office                                                                  |                                                                                                  | Auditors Office Only                                                                   |                                                                          |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <p>SHARON ANDREWS <i>[Signature]</i></p> <p>Prepared by <u>3/24/10</u></p> <p>Date <u>3/24/10</u></p> | <p><i>[Signature]</i></p> <p>Supervisor's Approval <u>3/24/10</u></p> <p>Date <u>3/24/10</u></p> | <p><i>[Signature]</i></p> <p>Prepared By <u>3/24/10</u></p> <p>Date <u>3/24/10</u></p> | <p>Admin Approval (\$75K+) <u>3/24/10</u></p> <p>Date <u>3/24/10</u></p> |

WHEN RECORDED RETURN TO:

Stanislaus County  
Department of Public Works  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354

Record without Fee Govt. Code SEC. 6103

THIS SPACE FOR RECORDERS USE ONLY

**Project: Santa Fe Avenue/Hatch Road Intersection  
Improvement Project  
APN: 018-065-006-000**

**STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**GRANT DEED**

Nino Masellis and Grace Masellis, husband and wife, as joint tenants do hereby grant to Stanislaus County, a municipal corporation of the State of California, for the purpose of a Public Highway or Road, and all the necessary utilities, that certain real property in the County of Stanislaus, State of California, bounded and described as follows:

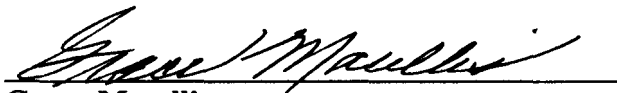
See Exhibits "A" and Exhibit "B" attached hereto and made a part hereof

Dated this 21<sup>st</sup> day of September 2009

GRANTOR:

**Nino Masellis and Grace Masellis, husband and wife, as joint tenants**

  
Nino Masellis

  
Grace Masellis

State of California

County of Stanislaus

On 09-21-09 before me, Charmain Gonzales, a Notary Public, personally appeared Nina Masellis and Grace Masellis, 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.

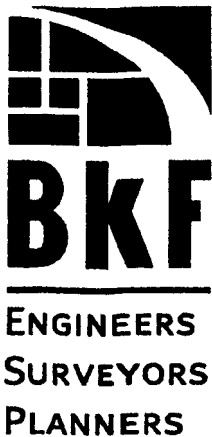
WITNESS my hand and official seal

Signature

Name: Charmain Gonzales  
(typed or printed)



(Area reserved for official notarial seal)



January 16, 2009  
BKF Job No.: 20045040-11

**EXHIBIT "A"**  
**PARCEL 7-01-1**  
**RIGHT OF WAY DEDICATION**

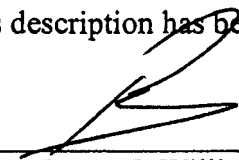
All that certain real property situate in the southeast quarter of Section 5, Township 4 South, Range 10 East, Mount Diablo Base and Meridian, County of Stanislaus, State of California, and described as follows:

**BEING** a portion of the lands described in the Grant Deed to Nino Masellis and Grace Masellis, recorded December 31, 1986, as Instrument Number 86-047051, Official Records of Stanislaus County, said portion being more particularly described as follows:

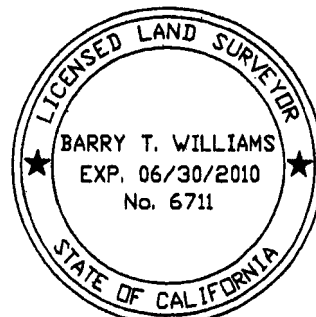
**BEGINNING** at the southeasterly corner of said lands (86-047051) on the northerly right of way line of Hatch Road (66 foot wide right of way); **THENCE** westerly along said northerly right of way line North  $89^{\circ}56'35''$  West 286.72 feet to the northeasterly right of way line of Santa Fe Avenue (right of way varies); **THENCE** leaving said northerly right of way line northwesterly along said northeasterly right of way line North  $44^{\circ}58'51''$  West 592.20 feet to the southeasterly line of the lands described in the Road Deed to the County of Stanislaus, recorded July 15, 1987, as Instrument Number 87-100228, Official Records of Stanislaus County; **THENCE** leaving said northeasterly right of way line along said southeasterly line North  $43^{\circ}45'09''$  East 20.00 feet to a line parallel with and distant 20.00 feet northeasterly, when measured at right angles, from said northeasterly right of way line of Santa Fe Avenue; **THENCE** leaving said southeasterly line along said parallel line South  $44^{\circ}58'51''$  East 322.17 feet; **THENCE** leaving said line North  $45^{\circ}01'09''$  East 20.00 feet to line parallel with and distant 40.00 feet northeasterly, when measured at right angles, from said northeasterly right of way line of Santa Fe Avenue; **THENCE** along said parallel line South  $44^{\circ}58'51''$  East 289.30 feet to a line parallel with and distant 15.00 feet northerly, when measured at right angles, from said northerly right of way line of Hatch Road; **THENCE** easterly along said parallel line South  $89^{\circ}56'35''$  East 245.04 feet to the easterly line of said lands (86-047051); **THENCE** southerly along said easterly line South  $00^{\circ}19'00''$  East 15.00 feet to the **POINT OF BEGINNING**. Containing an area of 21,623 square feet, more or less.

A plat showing the above described dedication is attached hereto and made a part hereof as Exhibit "B".

This description has been prepared from record data for BKF.

By:   
Barry T. Williams, P.L.S. No. 6711  
License Expires: 06/30/10

Dated: 1/16/09



k:\main\2004\20045040\legal descriptions\hatch-7-01-1-desc.doc

1"=150'



GRAPHIC SCALE



**LEGEND:**

O.R. OFFICIAL RECORDS  
P.O.B. POINT OF BEGINNING  
RR RAILROAD  
R/W RIGHT OF WAY

7-01

018-065-006

MASELLIS  
86-047051 O.R.

N 45°01'09" E  
20.00'

S 44°58'51" E  
322.17'

N 44°58'51" W  
18.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
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N 43°45'09" E  
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S 44°58'51" E  
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N 43°45'09" E  
20.00'

S 44°58'51" E  
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N 43°45'09" E  
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S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

PORTION OF SECTION 5,  
T.4S., R.10E., M.D.B.&M.

6-01

018-065-007

DUARTE PROPERTIES INC  
90-106318 O.R.

6-01-1

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
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N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

N 43°45'09" E  
20.00'

S 44°58'51" E  
20.00'

COUNTY OF STANISLAUS  
CALIFORNIA

SIKH TEMPLE (GURDWARA)  
MODESTO/CERES  
89-095266 O.R.

018-065-004

RIGHT OF WAY  
DEDICATION  
21,623 SF±

7-01-1

7-01

7-01-1

7-01

7-01-1

7-01

7-01-1

7-01

7-01-1

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7-01-1

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7-01-1

7-01

7-01-1

7-01

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

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245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

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286.72'

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245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

N 89°56'35" W  
286.72'

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245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

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ROADWAY  
EASEMENT  
77 DEEDS 25

20'

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286.72'

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245.04'

N 89°56'35" W  
286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

N 89°56'35" W  
286.72'

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286.72'

S 89°56'35" E  
245.04'

ROADWAY  
EASEMENT  
77 DEEDS 25

20'

15.00'

245.04'

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20'

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245.04'

N 89°56'35" W  
286.72'

State of California

County of Stanislaus

On 09-21-09 before me, Charmain Gonzales, a Notary Public, personally appeared Nino Masellis and Grace Masellis, 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

Name: Charmain Gonzales  
(typed or printed)



(Area reserved for official notarial seal)

Project: Santa Fe Avenue/Hatch Road Intersection  
Improvement Project  
Grantor(s): Nino and Grace Masellis  
APN: 018-065-006-000

## **AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Nino Masellis and Grace Masellis, husband and wife, as joint tenants (Grantors). This Agreement is expressly subject to approval by the County Board of Supervisors.

### **1. PROPERTY.**

Grantors agrees to sell to County, and County agrees to purchase from Grantors, on the terms and conditions set forth in this Agreement, the real property 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 Grantors to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Chicago Title Company at 1700 Standiford Avenue, Suite 110, Modesto CA. 95350. Telephone 209 571-6300 Escrow # 08-51111800-SB

### **3. PURCHASE PRICE AND TITLE.**

The consideration to be paid by the County for the Property is SIXTY ONE THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$ 61,650.00) (the "Purchase Price").

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. Grantors 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.

Good, marketable and insurable 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 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. County shall pay for all costs associated with acquiring an ALTA extended coverage owner's policy of title insurance.

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 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 Road Easement 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 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.

**5. POSSESSION.**

Grantors 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 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 has 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.

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.

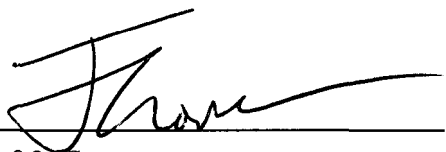
(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement on  
MAR 30 2010 as follows:

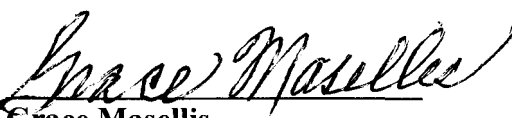
COUNTY OF STANISLAUS

GRANTORS

Nino Masellis and  
Grace Masellis, husband and  
wife, as joint tenants

  
\_\_\_\_\_  
Jeff Grover  
Chairman of the Board of Supervisors

  
\_\_\_\_\_  
Nino Masellis

  
\_\_\_\_\_  
Grace Masellis

ATTEST:

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

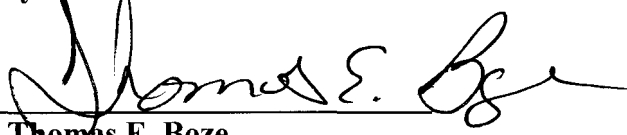
By:   
\_\_\_\_\_  
Deputy Clerk

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