

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

DEPT: Public Works *K. Johnson*

BOARD AGENDA # \*C-3

Urgent  Routine

AGENDA DATE April 29, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Purchase Agreement to Acquire Right-of-Way for the Crows Landing Road at West Main Intersection Upgrade Project, Parcel Owner: Sallah Hauter, Assessor's Parcel Number: 022-039-005 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as Assessor's Parcel Number (APN) 022-039-005 (portion).
2. Authorize the Chairman of the Board to execute the agreement.

FISCAL IMPACT:

The total estimated cost for this project is \$2,900,000, including purchases of Right of Way (ROW). The \$5,740 for the purchase of this ROW is funded 100% from the Public Facilities Fee-Regional Transportation Impact Fee program and consists of \$4,440 for compensation associated with the purchase of this property, and \$1,300 for estimated title insurance and escrow fees. Funding is available in the Fiscal Year 2013-2014 Public Works Road Projects Budget.

BOARD ACTION AS FOLLOWS:

No. 2014-197

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

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 a Purchase Agreement to Acquire Right-of-Way for the Crows Landing Road at West Main Intersection Upgrade Project, Parcel Owner: Sallah Hauter, Assessor's Parcel Number: 022-039-005 (Portion)

**DISCUSSION:**

The Crows Landing Road at West Main Intersection Upgrade project proposes to improve the intersection of Crows Landing Road and West Main Street. The proposed upgrades include:

- Construction of traffic signals;
- Widening the approaches and intersection to allow for dedicated left turn lanes;
- Improving pedestrian safety by:
  - constructing Americans with Disabilities Act of 1990 accessible crosswalks and ramps; and
  - widening the shoulders;
- Installing median dividers at the intersection; and,
- Improving the storm drain runoff control by:
  - installing a storm drainage system; and,
  - upgrading the existing storm drain pump station.

The County needs to acquire ROW from Sallah Hauter, to accomplish this project. The property is located at 9952 Crows Landing Road, Crows Landing, CA. The property owner has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owner:	Sallah Hauter
Amount of Compensation:	\$4,440
Assessor's Parcel Number:	022-039-005 (portion)
Right-of-Way Acquisition Area:	0.0049 Acres (approximate)
Temporary Construction Easement	0.0627 Acres (approximate)

The amount of compensation has been determined to be within the range of just compensation by an independent appraiser hired by the Consultant that is contracted with the County for all-inclusive engineering and project delivery services.

Overall, in order to construct the project, ROW acquisitions are required from eight parcels. Acquisitions have been negotiated and completed with the owners and/or tenants of one parcels.

**POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well-Planned Infrastructure System by improving intersection safety and reducing greenhouse gas emissions by improving traffic flow in this area of Stanislaus County.

Approval of a Purchase Agreement to Acquire Right-of-Way for the Crows Landing Road at West Main Intersection Upgrade Project, Parcel Owner: Sallah Hauter, Assessor's Parcel Number: 022-039-005 (Portion)

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

DB:sn

L:\ROADS\9729 - Crows Landing Rd at West Main Ave TS\Design\Board\Hauter\_022-039-005\4-29-14 BOS Item\_9729-CLRWMIU\_Hauter ROW PA\_for DBazyuk



**CHICAGO TITLE COMPANY**  
 51130565 MW  
 NO FEE  
 RECORDING REQUESTED BY:  
 BOARD OF SUPERVISORS

Stanislaus, County Recorder  
 Lee Lundrigan Co Recorder Office  
**DOC- 2014-0031543-00**  
 Acct 501-Chicago Title  
 Monday, MAY 19, 2014 08:00:00  
 Rcpt # 0003523466

KLR/R3/1-4

**RETURN TO:**  
 STANISLAUS COUNTY  
 DEPARTMENT OF PUBLIC WORKS  
 1716 MORGAN ROAD  
 MODESTO, CA 95358

Road Name: Crows Landing Road at West Main Street  
 APN: 022-039-005

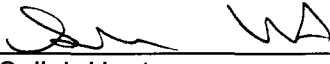
# ROAD DEED

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

Sallah Hauter, a married man, as his sole and separate property,

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

SEE EXHIBIT "A" AND "B"

  
 \_\_\_\_\_  
 Sallah Hauter


Dated: 3-20-14

APPROVED as to description: LSF Dated: 5/5/2014

### CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated March 20, 2014 From **Sallah Hauter, a married man, as his sole and separate property**, to County of Stanislaus, a political subdivision of the State of California, 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 March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

**Mathew Machado, Director of Public Works**  
 of Stanislaus County, State of California

By  \_\_\_\_\_ Dated: 5/5/14

442

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF San Joaquin )

On March 20, 2014 before me, Maria Eleni Leles, Notary

Public, personally appeared Sallan Hauser

\_\_\_\_\_, 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 Eleni Leles, Notary Public  
Maria Eleni Leles, Notary Public

(Seal)

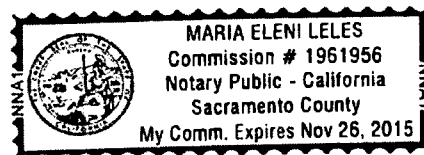


EXHIBIT "A"

ROAD DEDICATION

LEGAL DESCRIPTION

Being a portion of the property granted to Sallah Hauter, by Grant Deed recorded August 19, 2003 as Document No. 2003-0138951, Stanislaus County Records, situate in the southwest quarter of Section 16, Township 5 South, Range 9 East, Mount Diablo Meridian, Stanislaus County, California, more particularly described as follows:

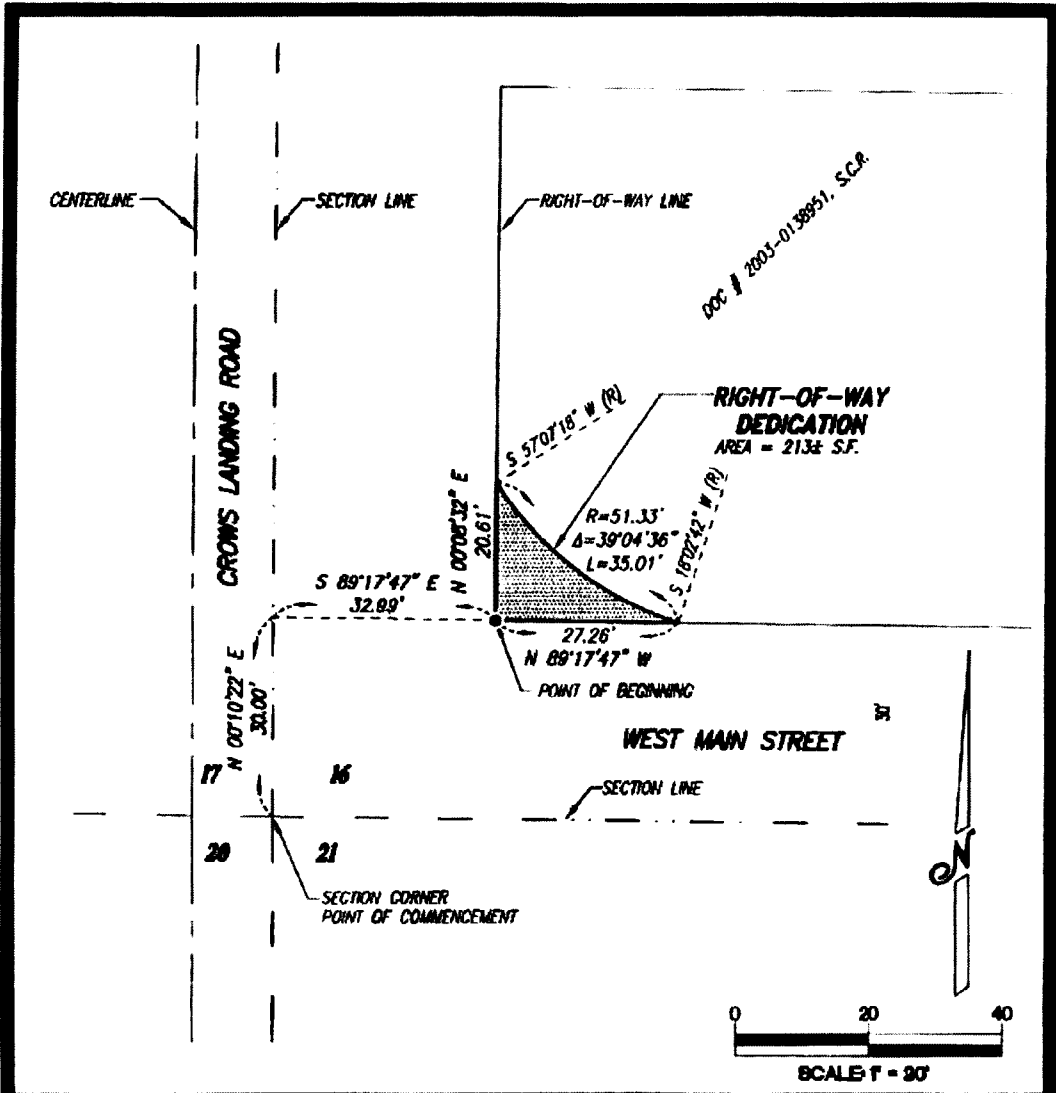
**COMMENCING** at the section corner common to Sections 16, 17, 20 and 21, said Township and Range; thence, along the west line of said southwest quarter of Section 16, North  $00^{\circ}10'22''$  East 30.00 feet to the westerly extension of the northerly right-of-way line of West Main Street; thence along said westerly extension of the northerly right-of-way line of West Main Street, South  $89^{\circ}17'47''$  East 32.99 feet to the easterly right-of-way line of Crows Landing Road and the true **POINT OF BEGINNING** of this description; thence along said easterly right-of-way-line of Crows Landing Road, North  $00^{\circ}08'32''$  East 20.61 feet to a point of cusp with a curve concave to the northeast, having a radius of 51.33 feet and to which point a radial line bears South  $57^{\circ}07'18''$  West; thence along said curve, through a central angle of  $39^{\circ}04'36''$ , an arc distance of 35.01 feet to the northerly right-of-way line of West Main Street; thence along said northerly right-of-way line of West Main Street, also being a non-tangent line, North  $89^{\circ}17'47''$  East 27.26 feet to the point of beginning

Containing 213 square feet, more or less.



A handwritten signature in black ink, appearing to read "Ken Spencer", written over the right side of the professional seal.

July 2, 2013



**EXHIBIT "B" - ARBA 2  
PLAT TO ACCOMPANY LEGAL DESCRIPTION**



**North Star  
Engineering Group, Inc.**

• CIVIL ENGINEERING • SURVEYING • PLANNING •  
820 12th Street Modesto, CA 95354  
(209) 524-3525 Phone (209) 524-3526 Fax

JOB NO: 11-982  
SCALE: 1" = 20'  
DR BY: SCU  
CK BY: KWS  
FILE: Row ded-2.dwg  
DATE: July 2, 2013



SIGNATURE: *[Handwritten Signature]*

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

RETURN TO:  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1716 MORGAN ROAD  
MODESTO, CA 95358

Road Name: Crows Landing Road at West Main Street  
APN: 022-039-005

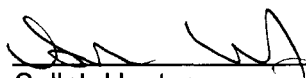
### TEMPORARY CONSTRUCTION EASEMENT

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

Sallah Hauter, a married man, as his sole and separate property,

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, a **temporary construction easement** for access and construction purposes in the real property in the County of Stanislaus, State of California, described as:

SEE EXHIBIT "A" AND "B"

  
Sallah Hauter

Dated: 3-20-14

APPROVED as to description: LSE Dated: 5/5/2014

#### CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated March 20, 2014 From **Sallah Hauter, a married man, as his sole and separate property**, to County of Stanislaus, a political subdivision of the State of California, 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 March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

The Temporary Construction Easement shall commence on the date of this agreement and shall automatically terminate and expire upon the date of the improvements are completed and a Notice of Completion is filed for record with the Stanislaus County Recorder. All rights and benefits of the Grantee in, to and under the Temporary Construction Easement shall automatically terminate and shall cease to be enforceable or in effect.

**Mathew Machado, Director of Public Works**  
of Stanislaus County, State of California

By  Dated: 5/5/14



ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF San Joaquin )

On March 20, 2014 before me, Maria Eleni Leles, Notary

Public, personally appeared Sallah Hauter

\_\_\_\_\_, 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 Eleni Leles, Notary Public  
Maria Eleni Leles, Notary Public

(Seal)

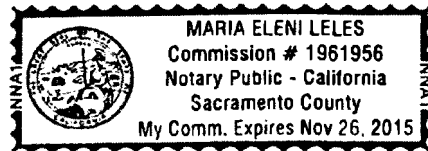


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

**AREA 8**

That portion of the property granted to Sallah Hauter, by Grant Deed recorded August 19, 2003 as Document No. 2003-0138951, Stanislaus County Records, situate in the southwest quarter of Section 16, Township 5 South, Range 9 East, Mount Diablo Meridian, Stanislaus County, California, more particularly described as follows:

Commencing at the section corner common to Sections 16, 17, 20 and 21, said Township and Range; thence, along the west line of said southwest quarter of Section 16, North 00°10'22" East 50.30 feet; thence South 89°49'38" East 32.97 feet to the easterly right-of-way line of Crows Landing Road and the true **POINT OF BEGINNING** of this description;

thence along said easterly right-of-way line, North 00°08'32" East 59.40 feet;

thence along the northerly line of said Hauter property, South 89°17'47" East 10.00 feet;

thence parallel with and 10.00 feet easterly from said easterly right-of-way line,

South 00°08'32" West 28.90 feet;

thence South 70°11'51" East 17.79 feet;

thence South 00°10'28" West 4.88 feet;

thence South 02°42'51" West 14.14 feet;

thence South 44°09'56" East 20.83 feet;

thence North 86°01'01" East 15.35 feet;

thence North 45°17'05" East 23.40 feet;

thence South 89°49'28" East 25.97 feet;

thence South 00°10'32" West 33.15 feet to the northerly right-of-way line of West Main

Street;

thence parallel with and 30.00 feet north of the south line of said Section 16, along the northerly right-of-way line of West Main Street, North 89°17'47" West 61.26 feet to a point on a non-tangent curve from which a radial line to the center bears North 18°02'42" East;

thence along said non-tangent curve, concave to the northeast and having a radius of 51.33 feet, through a central angle of 39°04'36", an arc distance of 35.01 feet to the point of beginning.

Containing 2,730 square feet, more or less.

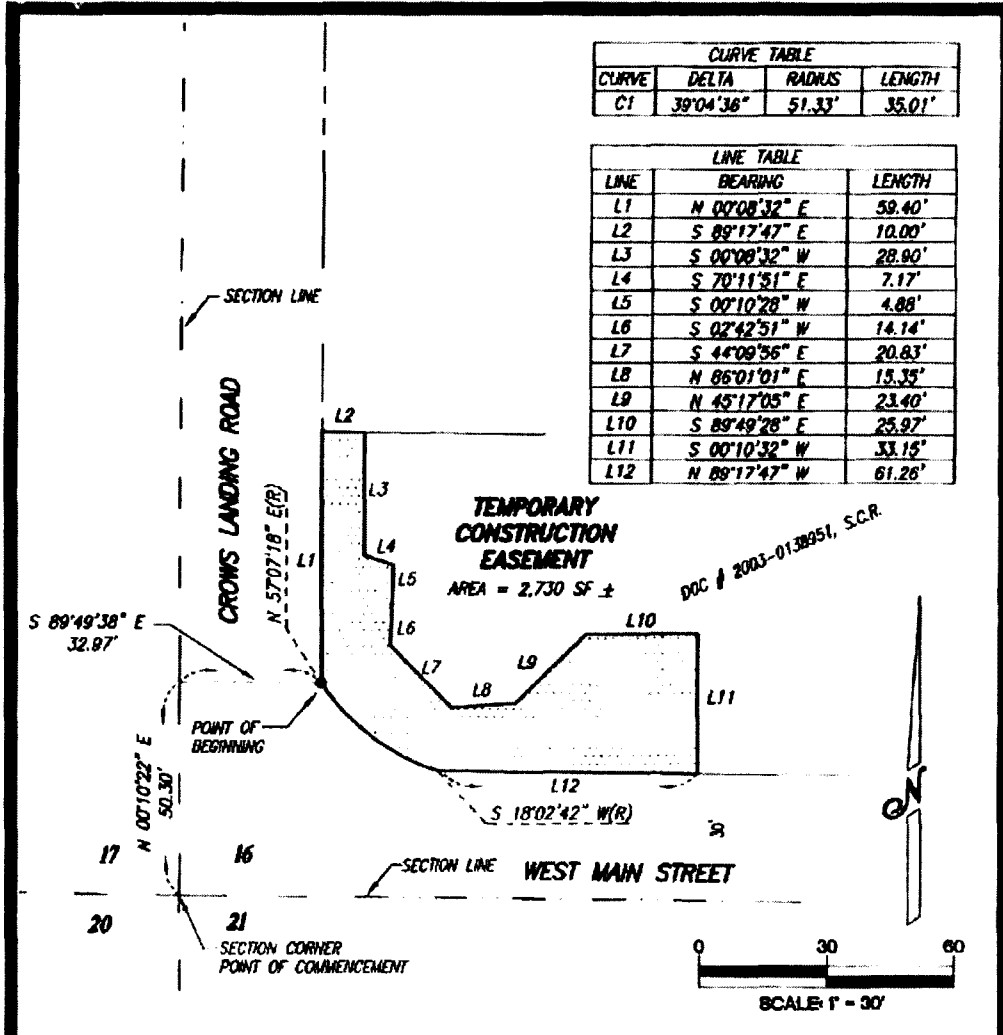


A handwritten signature in black ink, appearing to read "Ken Spencer", written over the notary seal.

July 2, 2013

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°04'36"	51.33'	35.01'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°08'32" E	59.40'
L2	S 89°17'47" E	10.00'
L3	S 00°09'32" W	28.90'
L4	S 70°11'51" E	7.17'
L5	S 00°10'28" W	4.88'
L6	S 02°42'51" W	14.14'
L7	S 44°09'56" E	20.83'
L8	N 86°01'01" E	15.35'
L9	N 45°17'05" E	23.40'
L10	S 89°49'28" E	25.97'
L11	S 00°10'32" W	33.15'
L12	N 89°17'47" W	61.26'



**EXHIBIT "B" - AREA 8  
PLAT TO ACCOMPANY LEGAL DESCRIPTION**



**North Star  
Engineering Group, Inc.**

• CIVIL ENGINEERING • SURVEYING • PLANNING •  
620 12th Street Modesto, CA 95354  
(209) 524-3525 Phone (209) 524-3528 Fax

JOB NO: 11-982  
SCALE: 1" = 30'  
DR BY: NM  
CK BY: KWS  
FILE: TCE dad-2  
DATE: July 2, 2013



SIGNATURE: *[Handwritten Signature]*

Project: Crows Landing Road at West Main  
Street Intersection Upgrade Project  
Grantor: Sallah Hauter  
APN: 022-039-005

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Sallah Hauter, a married man, as his sole and separate property** (Grantor). This Agreement is expressly subject to approval by the County Board of Supervisors.

**1. PROPERTY.**

Grantor agrees to sell to County, and 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").

**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 Chicago Title Company, 1700 Standiford Avenue, Suite 110, Modesto, CA 95350, at (209) 571-6300.

**3. PURCHASE PRICE AND TITLE.**

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

Road Deed: 213+/-sq. ft. x \$4.00/s.f.	\$ 850.00
Temporary Construction Easement 2,730+/- sq. ft.X \$4.00/s.f.X10% (for 1 yr)	\$ 1,090.00
Severance Damages	\$ 00.00
Benefits	\$ 00.00
Administrative Settlement	\$ 2,500.00
Total	\$ 4,440.00

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 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 fee simple title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). 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.

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.

Grantor acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor waives any and all claims, including, but not limited to, claims for attorney fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor hereby agrees and consents to dismissal of said action. Grantor waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

**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 to 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 State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

**7. ENTIRE AGREEMENT.**

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor.

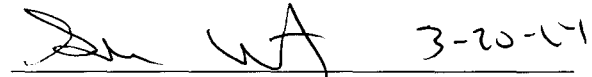
**(INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have executed this Agreement on April 29, 2014 as follows:

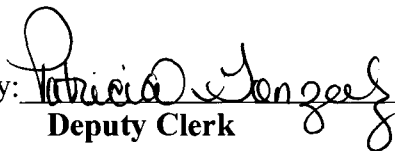
**COUNTY OF STANISLAUS**

**GRANTOR:**


  
\_\_\_\_\_  
**Jim DeMartini**  
**Chairman of the Board of Supervisors**

  
\_\_\_\_\_  
**Sallah Hauter**

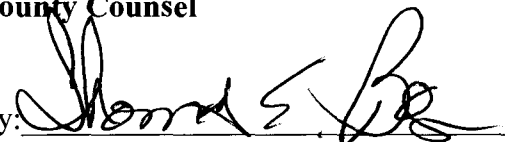
**ATTEST:**  
**Christine Ferraro Tallman**  
**Clerk of the Board of Supervisors of the**  
**County of Stanislaus, State of California**

By:   
\_\_\_\_\_  
**Patricia Gonzalez**  
**Deputy Clerk**

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

  
\_\_\_\_\_  
**Mathew Machado, Director**

**APPROVED AS TO FORM:**  
**John P. Doering**  
**County Counsel**

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