

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

DEPT: Public Works *ml*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE May 6, 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: Arthur F. Silva and Tina M. Silva, Trustees, Assessor's Parcel Number: 058-004-017 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as Assessor's Parcel Number (APN) 058-004-017 (portion).
2. Authorize the Chairman of the Board to execute the agreement.

FISCAL IMPACT:

The total estimated cost for the West Main Intersection Upgrade Project is \$2,900,000, including purchases of Right of Way (ROW). The \$5,125 for the purchase of this ROW is funded 100% from the Public Facilities Fee-Regional Transportation Impact Fee program and consists of \$4,325 for compensation associated with the purchase of this property, and \$800 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. 2014-217

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

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: Arthur F. Silva and Tina M. Silva, Trustees, Assessor's Parcel Number: 058-004-017 (Portion)

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 Arthur F. Silva and Tina M. Silva, Trustees of The A & T 2005 Revocable Trust under instrument dated July 14, 2005, to accomplish this project. The property is located at 10231 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:	Arthur F. Silva and Tina M. Silva, Trustees
Amount of Compensation:	\$4,325
Assessor's Parcel Number:	058-004-017 (portion)
Right-of-Way Acquisition Area:	0.2277 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 complete with the owners and/or tenants of one parcel.

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.

STAFFING IMPACT:

There is no staffing impact associated with this item.

Approval of a Purchase Agreement to Acquire Right-of-Way for the Crows Landing Road at West Main Intersection Upgrade Project, Parcel Owner: Arthur F. Silva and Tina M. Silva, Trustees, Assessor's Parcel Number: 058-004-017 (Portion)

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\Silva_058-004-017\9729_BOS 5-6-14_CLRWMIU

Project: Crows Landing Road at West Main
Street Intersection Upgrade Project
Grantor: The A & T 2005 Revocable Trust
under instrument dated July 14, 2005
APN: 058-004-017

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Arthur F. Silva & Tina M. Silva, Trustees of The A & T 2005 Revocable Trust under instrument dated July 14, 2005** (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:

EXHIBIT "1"	
Road Deed: 0.2277+/- Ac X \$19,000/Ac	\$ 4,325.00
Benefits	\$ 00.00
Total	\$ 4,325.00

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. County agrees to leave that portion of said tract of land for the upon which entry is required in as neat and presentable condition as existed prior to such entry, with all fences, structures and other property belonging to the Grantor, which the County may find it necessary to remove or relocate in order to construct or reconstruct said Project to be replaced as nearly in their original condition and position as is reasonably possible.

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 May 6, 2014 as follows:

COUNTY OF STANISLAUS



Jim DeMartini
Chairman of the Board of Supervisors

GRANTOR:
The A & T 2005 Revocable Trust under
instrument dated July 14, 2005

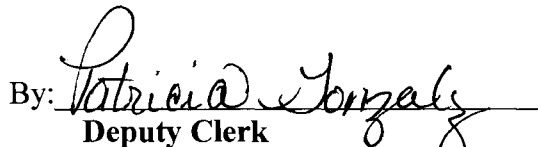
By: 

Arthur F. Silva, Trustee

By: 

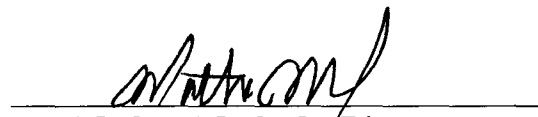
Tina M. Silva, Trustee

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

By: 

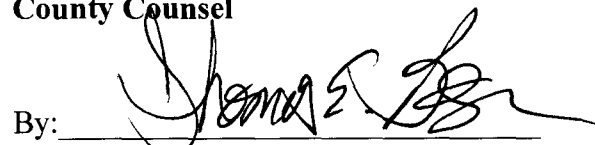
Patricia Tomaly
Deputy Clerk

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



CHICAGO TITLE COMPANY

51128949 MW

NO FEE

RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2014-0031546-00

Acct 501-Chicago Title
Monday, MAY 19, 2014 08:00:00
Rcpt # 0003523469

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: 058-004-017

ROAD DEED

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

Arthur F. Silva & Tina M. Silva, Trustees of The A & T 2005 Revocable Trust under instrument dated July 14, 2005,

do 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"

By Arthur F. Silva
Arthur F. Silva, Trustee

By Tina M. Silva
Tina M. Silva, Trustee

Dated: 4-8-2014

Dated: 4-8-2014

APPROVED as to description: LSF Dated: 5/9/2014

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated April 8, 2014 From **Arthur F. Silva & Tina M. Silva, Trustees of The A & T 2005 Revocable Trust under instrument dated July 14, 2005** 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 Mathew Machado Dated: 4/28/14

EXHIBIT "1"

KLR

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Stanislaus)

On 4/8/2014 before me, Maria Eleni Leles, Notary Public, personally appeared Arthur P. Silva and Tina M. Silva

_____, 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)

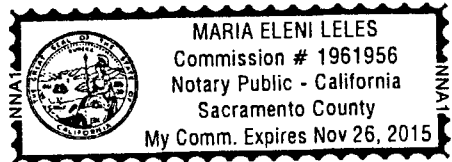


EXHIBIT "A"

ROAD DEDICATION

LEGAL DESCRIPTION

AREA 12

All that portion of Lot 34 as shown on the map of "The Glendora Colony" filed in Book 3 of Maps at Page 20, Stanislaus County Records, situate in the northeast quarter of Section 20, 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, of said Township and Range;

thence along the East line of said northeast quarter of Section 20,
South 00°12'01" West 1322.89 feet to the southeast corner of said Lot 34;

thence along the South line of said Lot 34, North 89°12'00" West 29.00 feet to a point on the westerly right-of-way line of Crows Landing Road (variable width) and the **TRUE POINT OF BEGINNING** of this description;

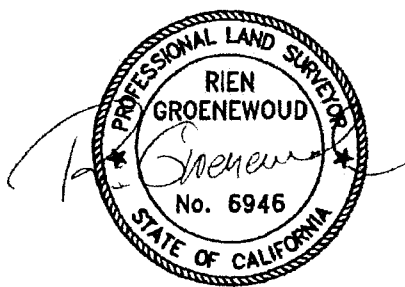
thence continuing along said South line, North 89°12'00" West 16.00 feet;

thence parallel with and 45.00 feet distant at right angles from said East line of Section 20, North 00°12'01" East 661.46 feet to a point on the North line of said Lot 34;

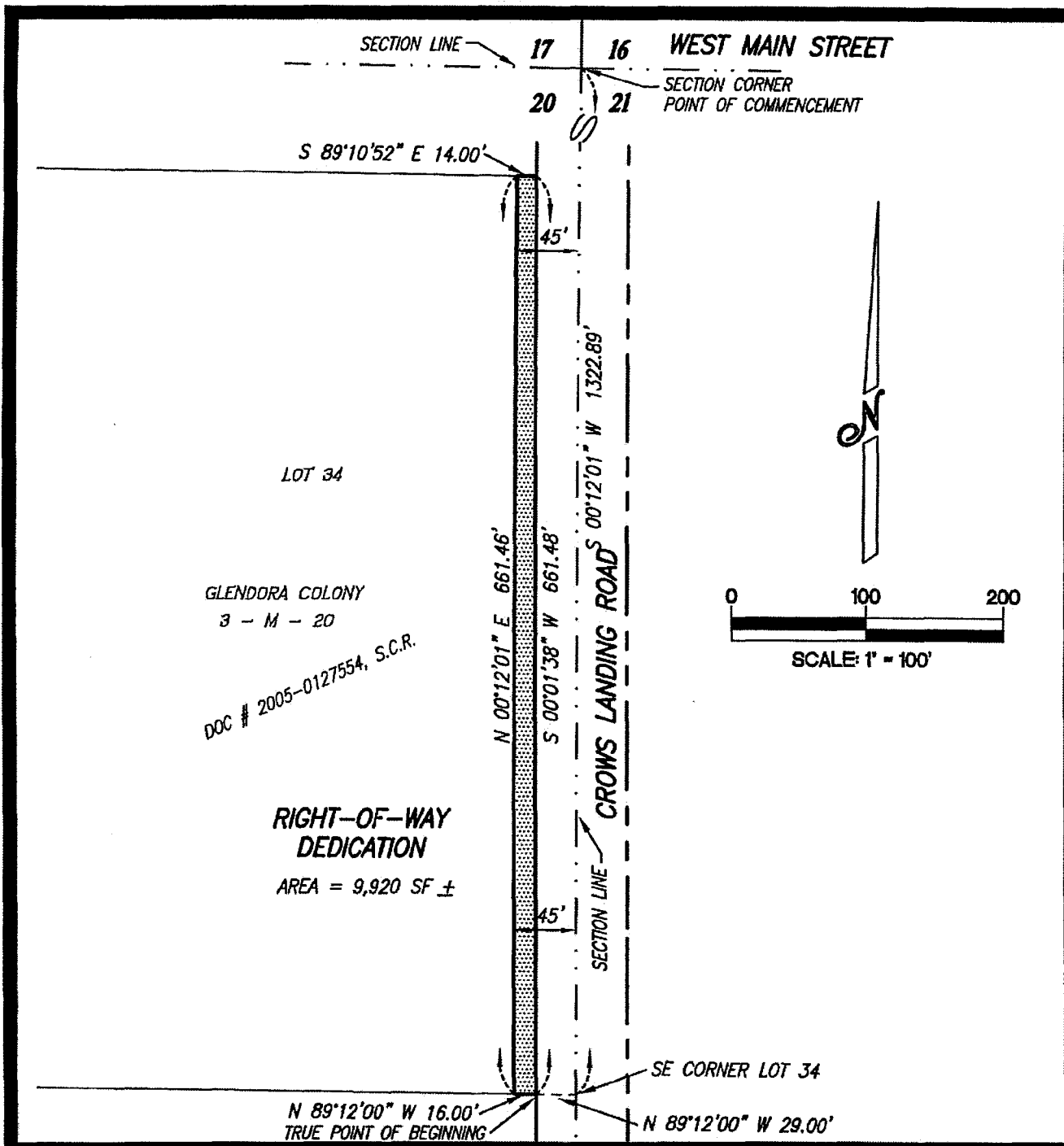
thence along said North line South 89°10'52" East 14.00 feet to a point on said westerly right-of-way line of Crows Landing Road (variable width);

thence along said westerly right-of-way line, South 00°01'38" West 661.48 feet to the point of beginning

Containing 9,920 square feet, more or less.



December 13, 2013

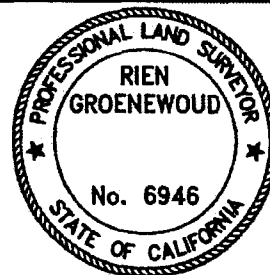


**EXHIBIT "B" - AREA 12
PLAT TO ACCOMPANY LEGAL DESCRIPTION**

North Star
Engineering Group, Inc.

• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

JOB NO: 11-982
SCALE: 1" = 100'
DR BY: NM
CK BY: RG
FILE: TCE ded-4-AREA12
DATE: December 13, 2013



SIGNATURE: *Rien Groenewoud*