

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

DEPT: Public Works *MM*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE May 13, 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: The Mountain View School District and Mountain View School District of Stanislaus County, Assessor's Parcel Number: 058-004-007 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as Assessor's Parcel Number (APN) 058-004-007 (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. The \$5,850 for the purchase of this Right of Way (ROW) is funded 100% from the Public Facilities Fee-Regional Transportation Impact Fee program and consists of \$5,000 for compensation associated with the purchase of this property, and \$850 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. 2014-234

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

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) 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: The Mountain View School District and Mountain View School District of Stanislaus County, Assessor's Parcel Number: 058-004-007 (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 The Mountain View School District, a public corporation, and Mountain View School District of Stanislaus County, State of California, to accomplish this project. The property is located at 10001 Crows Landing Road, Turlock, CA. The property owner has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owners:	The Mountain View School District and Mountain View School District of Stanislaus County
Amount of Compensation:	\$5,000
Assessor's Parcel Number:	058-004-007 (portion)
Right-of-Way Acquisition Area:	0.03104± 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 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.

Approval of a Purchase Agreement to Acquire Right-of-Way for the Crows Landing Road at West Main Intersection Upgrade Project, Parcel Owner: The Mountain View School District and Mountain View School District of Stanislaus County, Assessor's Parcel Number: 058-004-007 (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\19729 - Crows Landing Rd at West Main Ave TS\Design\Board\Mountain View SD_058-004-007\19729_BOS 5-6-14_CLRWMIU_Mtn View.pdf

Project: Crows Landing Road at West Main
Street Intersection Upgrade Project
Grantor: The Mountain View School District
and Mountain View School District
of Stanislaus County
APN: 058-004-007

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **The Mountain View School District, a public corporation and Mountain View School District of Stanislaus County, State of California**, (collectively, 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: 0.03104+/- Ac x \$20,000/Ac	\$ 620.00
Administrative Settlement	\$ 4,380.00
Benefits	\$ 00.00
Total	\$ 5,000.00

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.

Agreement for Purchase

The Mountain View School District and
Mountain View School District of Stanislaus County

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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. In addition, the existing chain link fencing and gate impacted by the project within the right of way area to be acquired will be replaced with new materials.

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)

Agreement for Purchase
The Mountain View School District and
Mountain View School District of Stanislaus County
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IN WITNESS WHEREOF, the parties have executed this Agreement on May 13, 2014 as follows:

COUNTY OF STANISLAUS



Jim DeMartini
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: 

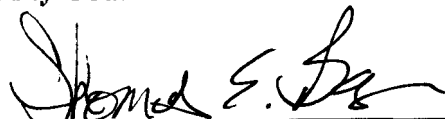
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works




Mathew Machado, Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

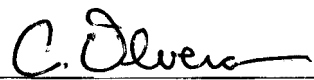
By: 

Thomas E. Boze
Deputy County Counsel

GRANTOR:
THE MOUNTAIN VIEW SCHOOL DISTRICT, a public corporation

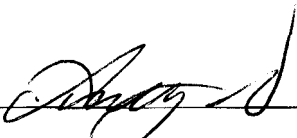
By: 

Name: ANTHONY AVILA
CHATOM UNION SCHOOL DISTRICT
Title: BOARD PRESIDENT

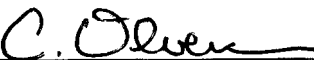
By: 

Name: CHERISE OLVERA
SUPERINTENDENT/PRINCIPAL
Title: CHATOM UNION SCHOOL DISTRICT

MOUNTAIN VIEW SCHOOL DISTRICT OF STANISLAUS COUNTY, State of California

By: 

Name: ANTHONY AVILA
CHATOM UNION SCHOOL DISTRICT
Title: BOARD PRESIDENT

By: 

Name: CHERISE OLVERA
SUPERINTENDENT/PRINCIPAL
Title: CHATOM UNION SCHOOL DISTRICT

CHICAGO TITLE COMPANY

51122082 MW

NO FEE

RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

RETURN TO:

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



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2014-0031545-00

Acct 501-Chicago Title
Monday, MAY 19, 2014 08:00:00
Rcpt # 0003523468

KLR/R3/1-4

Road Name: Crows Landing Road at West Main Street
APN: 058-004-007

ROAD DEED

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

The Mountain View School District, a public corporation, and Mountain View School District of Stanislaus County, State of California,

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"

The Mountain View School District,
a public corporation

By
Name: Anthony Avila
Title: Chatom Union School District
President

Mountain View School District of Stanislaus
County, State of California,

By
Name: Anthony Avila
Title: Chatom Union School District
President

By
Name: Cherise Olvera
Title: Chatom Union School District
Superintendent/Principal

By
Name: Cherise Olvera
Title: Chatom Union School District
Superintendent/Principal

Dated: 4-29-14

APPROVED as to description: LSF Dated: 5/14/2014

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 29, 2014 From **The Mountain View School District, a public corporation, and Mountain View School District of Stanislaus County, State of California** 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.

Matthew Machado, Director of Public Works
of Stanislaus County, State of California

By Dated: 4/30/14

4KR

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Stanislaus

On 4/29/14 before me, Sue Jensen, Notary
Public, personally appeared Cherise Olvera and Anthony

Avila, 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 Sue Jensen

(Seal)

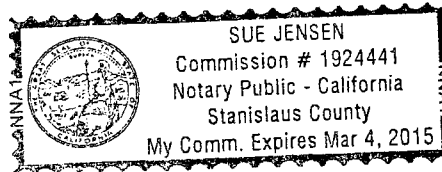


EXHIBIT "A"

ROAD DEDICATION
LEGAL DESCRIPTION

AREA 11

That portion of Lot 33 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 661.11 feet;

thence North 89°47'59" West 31.00 feet to a point on the South line of said Lot 33 and the **TRUE POINT OF BEGINNING** of this description;

thence along the South line of said Lot 33, North 89°10'52" West 14.00 feet;

thence parallel with and 45.00 feet distant at right angles from said East line of Section 20, North 00°12'01" East 165.24 feet to a point on the westerly right-of-way line of Crows Landing Road (variable width);

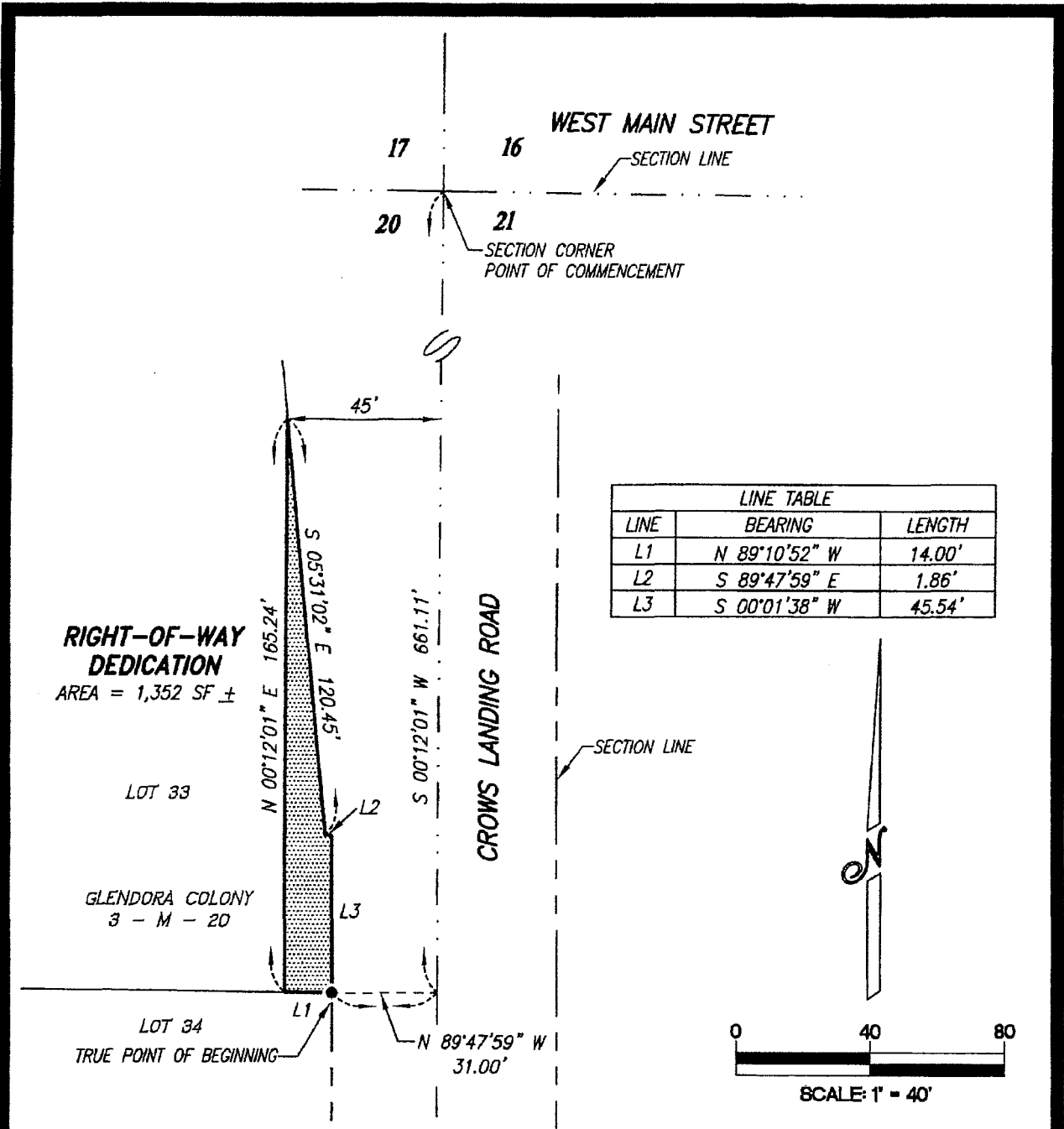
thence along said westerly right-of-way line the following three (3) courses:

- 1) South 05°31'02" East 120.45 feet;
- 2) South 89°47'59" East 1.86 feet;
- 3) South 00°01'38" West 45.54 feet to the point of beginning.

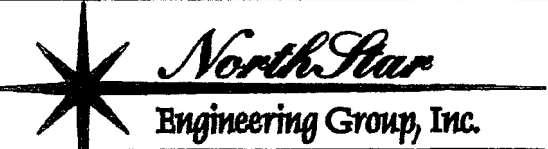
Containing 1,352 square feet, more or less.



December 13, 2013



**EXHIBIT "B" - AREA II
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" = 40'
DR BY: NM
CK BY: RG
FILE: Row ded-AREA 11
DATE: December 13, 2013



SIGNATURE: *Rien Groenewoud*