

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

DEPT: Public Works 

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE September 30, 2014

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Purchase Agreement to Acquire Right-of-Way and Temporary Construction Easement for the Claribel Road at BNSF Railroad Crossing Project, Parcel Owner: Elza Youngman, Barbara Youngman, Perry R. Youngman, and The Randy and Cheryl Youngman Living Trust, Assessor's Parcel Number (APN): 075-024-001 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the Right-of-Way (ROW) and Temporary Construction Easement (TCE) identified as APN: 075-024-001 (portion).
2. Authorize the Chairman of the Board to execute the agreement.

FISCAL IMPACT:

The \$2,850 for the purchase of this ROW is funded 100% from the Public Facilities Fee - Regional Transportation Impact Fee program and consists of \$1,350 for compensation associated with the purchase of this property, and \$1,500 for estimated title insurance and escrow fees. Funding is available in the Fiscal Year 2014-2015 Public Works Road Projects Budget.

BOARD ACTION AS FOLLOWS:

No. 2014-504

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

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:

ATTEST:   
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Purchase Agreement to Acquire Right-of-Way and Temporary Construction Easement for the Claribel Road at BNSF Railroad Crossing Project, Parcel Owner: Elza Youngman, Barbara Youngman, Perry R. Youngman, and The Randy and Cheryl Youngman Living Trust, Assessor's Parcel Number (APN): 075-024-001 (Portion)

**DISCUSSION:**

The Claribel Road and Terminal Avenue intersection was the location of a six person fatal accident in 2007. Due to the severity of the accident, this project became eligible for Section 130 monies to mitigate safety hazards. A Service Contract for the purpose of eliminating hazards at Railroad-Highway intersections (crossings) with Federal funds provided through Caltrans under Section 130, Title 23 USC, was approved by the Board of Supervisors in January, 2013. The County is responsible for acquiring the right of way necessary for the construction of roadway improvements.

The purpose of the Claribel Road at BNSF Railroad Crossing Project is to provide safety improvements at the intersection of Claribel Road with the BNSF Railroad and the intersection of Claribel Road and Terminal Avenue, adjacent to and east of the railroad crossing, to improve vehicular safety at the railroad crossing and the intersection. The proposed upgrade will include:

- a) Installation of a traffic signal system at the intersection of Claribel Road and Terminal Avenue. Interconnection of the traffic signal with the railroad warning devices to provide advanced preemption and provide for limited service of the traffic signal after the preemption clear out phase.
- b) Installation of a pre-signal for eastbound traffic on Claribel Road. Interconnect the pre-signal with the traffic signal at the intersection of Claribel Road and Terminal Avenue, and interconnect the system with the train detection circuitry for advanced preemption.
- c) Installation of an active advance warning device for eastbound vehicular traffic on Claribel Road.
- d) Improvement of the intersection of Claribel Road and Terminal Avenue for vehicles traveling on Terminal Avenue making a right turn onto Claribel Road, east or west, by providing right turn lanes with the necessary turn lane radius and median island structures.

The County needs to acquire ROW to accomplish this project. The property owner has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owners:	Elza Youngman and Barbara Youngman; Perry R. Youngman; and the Randy and Cheryl Youngman Living Trust
Amount of Compensation:	\$1,350
Assessor's Parcel Number:	075-024-001 (portion)
Right-of-Way Acquisition Area (Attachment 2):	0.0369 Acres (approximate)
Temporary Construction Easement (Attachment 3):	0.172 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 ROW acquisition services.

Approval of a Purchase Agreement to Acquire Right-of-Way and Temporary Construction Easement for the Claribel Road at BNSF Railroad Crossing Project, Parcel Owner: Elza Youngman, Barbara Youngman, Perry R. Youngman, and The Randy and Cheryl Youngman Living Trust, Assessor's Parcel Number (APN): 075-024-001 (Portion)

The Public Works Department is requesting Board approval for this compensation and acquisition.

**POLICY ISSUES:**

This action supports the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving vehicular safety at this railroad crossing and intersection on the County road system.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

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

**ATTACHMENT(S):**

1. Agreement for Acquisition of Property
2. Road Deed (Right-of-Way Acquisition Area)
3. Temporary Construction Easement

DH:djd

L:\ROADS\9292-Claribel Road at Terminal Ave\Design\BOS\9292\_Youngman \_BOS9-30-14.pdf

Project: Claribel & Terminal Road Project  
Grantor(s): Elza Youngman and Barbara Youngman;  
Perry R. Youngman; The Randy and Cheryl  
Youngman Living Trust, dated June 15, 2006  
APN: 075-024-001

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Elza Youngman and Barbara Youngman, husband and wife as joint tenants, as to an undivided 1/3 interest; Perry R. Youngman, a single man, as to an undivided 1/3 interest; and Randy B. Youngman and Cheryl L. Youngman, trustees or their successors in trust, under the Randy and Cheryl Youngman Living Trust, dated June 15, 2006, as to an undivided 1/3 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 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 First American Title Company, 1506 H Street, Modesto, CA 95354, phone: (209) 529-5000.

**3. PURCHASE PRICE AND TITLE.**

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

Road Deed: 0.0369+/- Acre x \$25,000/Acre	\$ 923.00
Temporary Construction Easement:	
0.172+/- Acre x \$25,000/Acre x 10% (for 1 yr)	\$ 430.00
Damages	\$ n/a
Benefits	\$ n/a
Total	\$1,350.00

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. 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 fee simple title to the Property shall be evidenced by a CLTA extended coverage 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 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.

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.

Grantors acknowledge 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. Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantors may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantors waive 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, Grantors hereby agree and consent to dismissal of said action. Grantors waive 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) 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. **TEMPORARY EASEMENT.**

The Temporary Construction Easement shall commence upon approval of this agreement by the County, the County may enter and take possession of the property. The date the temporary easement shall terminate is the date the improvements are completed and a notice of completion is filed for record with the Stanislaus County Recorder or 12 months from the date of commencement whichever occurs first. 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.

7. **HAZARDOUS WASTE MATERIAL.**

The Grantors hereby represent and warrant 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. 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.

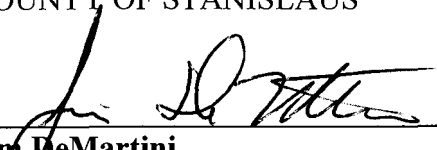
The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

8. **ENTIRE AGREEMENT.**

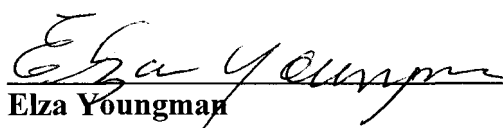
This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall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


**IN WITNESS WHEREOF, the parties have executed this Agreement on September 30, 2014 as follows:**

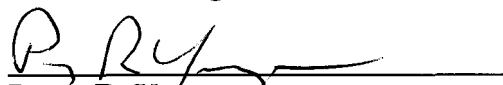
COUNTY OF STANISLAUS

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

GRANTORS:

  
\_\_\_\_\_  
**Elza Youngman**

  
\_\_\_\_\_  
**Barbara Youngman**

  
\_\_\_\_\_  
**Perry R. Youngman**

GRANTORS (continued):

**The Randy and Cheryl Youngman Living  
Trust, dated June 15, 2006**

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

By: Patricia Gonzaga  
Deputy Clerk

By: Randy B. Youngman  
Randy B. Youngman, Trustee

By: Cheryl L. Youngman  
Cheryl L. Youngman, Trustee

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

Matthew Machado  
Matthew Machado, Director

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

By: Thomas E. Boze  
Thomas E. Boze  
Deputy County Counsel

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

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

Road Name: Claribel & Terminal Road  
APN: 075-024-001

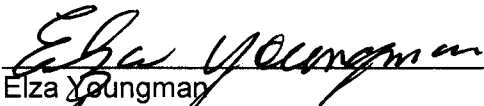
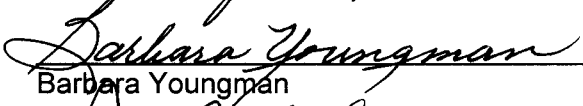
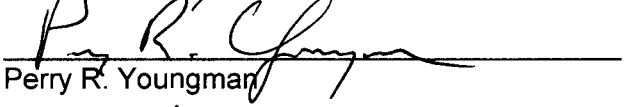
# ROAD DEED

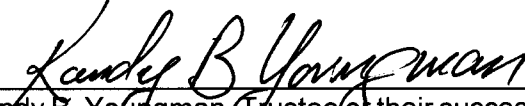
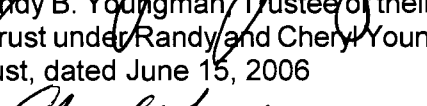
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Elza Youngman and Barbara Youngman, husband and wife, as joint tenants; Perry R. Youngman, a single man; and Randy B. Youngman and Cheryl L. Youngman, trustees or their successors in trust, under the Randy and Cheryl Youngman Living Trust, dated June 15, 2006,

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"

  
\_\_\_\_\_  
Elza Youngman  
  
\_\_\_\_\_  
Barbara Youngman  
  
\_\_\_\_\_  
Perry R. Youngman  
Dated: 4/23/2014

By   
\_\_\_\_\_  
Randy B. Youngman, Trustee or their successors  
in trust under Randy and Cheryl Youngman Living  
Trust, dated June 15, 2006  
By   
\_\_\_\_\_  
Cheryl L. Youngman, Trustee or their successors  
in trust under Randy and Cheryl Youngman Living  
Trust, dated June 15, 2006

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 Elza Youngman and Barbara Youngman, husband and wife as joint; Perry R. Youngman, a single man; and Randy B. Youngman and Cheryl L. Youngman, trustees or their successors in trust, under the Randy and Cheryl Youngman Living Trust, dated June 15, 2006 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: \_\_\_\_\_



ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

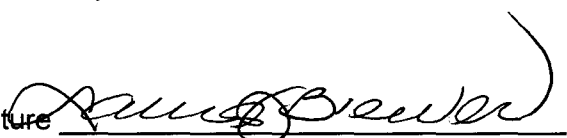
On 4.19.14 before me, Laura J Biewer, Notary

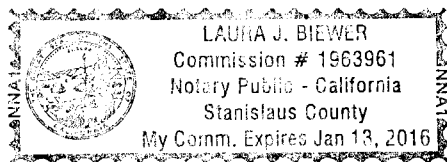
Public, personally appeared Elza Youngman, Barbara Youngman

\_\_\_\_\_, 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)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

On 4.23.14 before me, Laura J Biewer, Notary

Public, personally appeared Perry R Youngman

\_\_\_\_\_, 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 *Laura J Biewer*

(Seal)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

On 4.19.14 before me, Laura J. Biewer, Notary

Public, personally appeared Randy B Youngman, Cheryl L Youngman

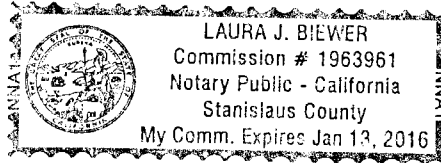
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument 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 \_\_\_\_\_

Laura Biewer



(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**RIGHT-OF-WAY**

A tract of land for use as road right-of-way, being a portion of Lot 31 of Roselle Tract as shown on the Map filed in Volume 7 of Maps, at Page 3, Stanislaus County Records, situate in the south half of Section 36, Township 2 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, and being more particularly described as follows:

Commencing at a point on the centerline of 50 foot wide Terminal Avenue as described in the Road Deed recorded in Volume 351 of Official Records, Page 324, Stanislaus County Records, said point being at the intersection with the south line of said Section 36, and also being 2198.79 feet from the southeast corner of said Section 36; thence South  $89^{\circ}35'25''$  East, along said section line, 26.36 feet to the intersection with the southerly extension of the east right-of-way line of said Terminal Avenue; thence North  $18^{\circ}04'11''$  West, along said southerly extension, 21.09 feet to the intersection of the east right-of-way line of 50 foot wide Terminal Avenue and the north right-of-way line of 70 foot wide Claribel road, said point being the southwest corner of aforementioned Lot 31 and the Point of Beginning of the herein described easement; thence continuing North  $18^{\circ}04'11''$  West, along said east right-of-way line, 129.12 feet; thence leaving said line, North  $71^{\circ}55'49''$  East, perpendicular to the previous course, a distance of 10.00 feet; thence South  $18^{\circ}04'11''$  East, on a line which is 10.00 feet east of and parallel with said east right-of-way line of Terminal Avenue, a distance of 109.23 feet; thence leaving said line, South  $57^{\circ}04'26''$  East 41.00 feet to a point on aforementioned north right-of-way line of Claribel Road; thence North  $89^{\circ}35'25''$  West, along said north right-of-way line, a distance of 37.75 feet to the point of beginning.


containing 1,608 square feet, more or less.

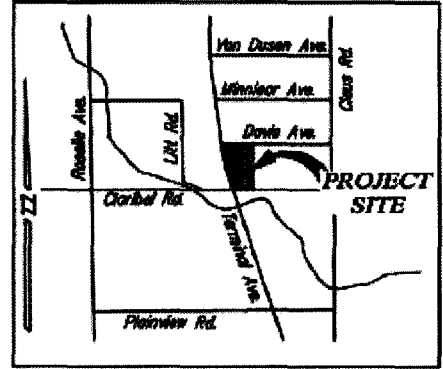
END DESCRIPTION



*[Handwritten signature]* 8-12-13

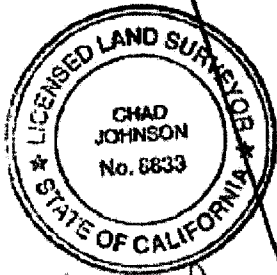
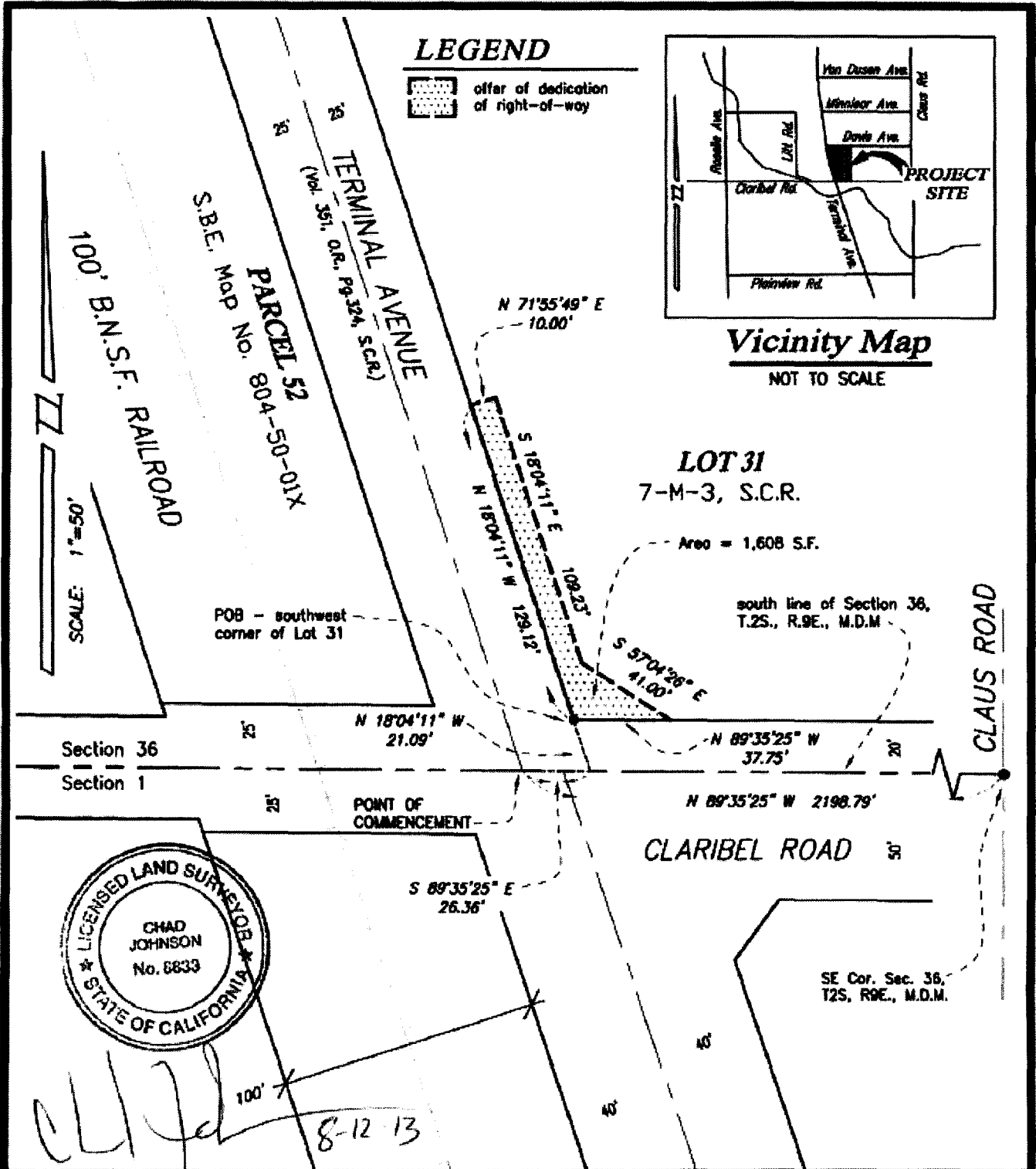
**LEGEND**

 offer of dedication of right-of-way



**Vicinity Map**

NOT TO SCALE



**EXHIBIT "B"**

OFFER OF DEDICATION OF RIGHT-OF-WAY

DR. BY:	C. JOHNSON
PROJECT:	009292
DATE:	08-05-13
SHEET NO:	1 OF 1

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

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

Road Name: Claribel & Terminal Road  
APN: 075-024-001

## TEMPORARY CONSTRUCTION EASEMENT

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

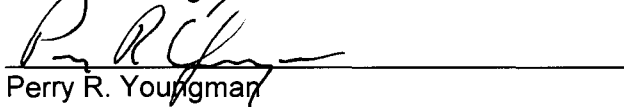
Elza Youngman and Barbara Youngman, husband and wife, as joint tenants; Perry R. Youngman, a single man, and Randy B. Youngman and Cheryl L. Youngman, trustees or their successors in trust, under the Randy and Cheryl Youngman Living Trust, dated June 15, 2006,

do 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:

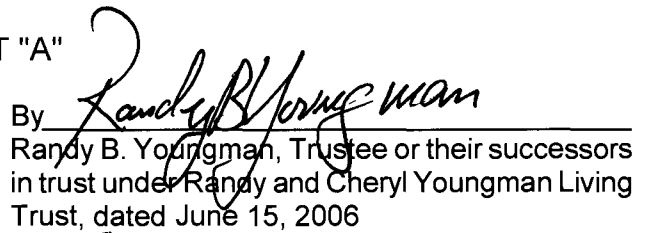
SEE EXHIBIT "A"

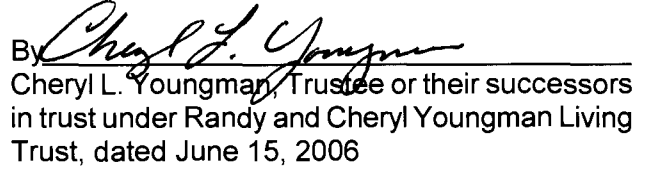
  
Elza Youngman

  
Barbara Youngman

  
Perry R. Youngman

Dated: 4/23/2014

By   
Randy B. Youngman, Trustee or their successors  
in trust under Randy and Cheryl Youngman Living  
Trust, dated June 15, 2006

By   
Cheryl L. Youngman, Trustee or their successors  
in trust under Randy and Cheryl Youngman Living  
Trust, dated June 15, 2006

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 Elza Youngman and Barbara Youngman, husband and wife, as joint tenants; Perry R. Youngman, a single man, and Randy B. Youngman and Cheryl L. Youngman, trustees or their successors in trust, under the Randy and Cheryl Youngman Living Trust, dated June 15, 2006 to the 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.

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

By \_\_\_\_\_ Dated: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

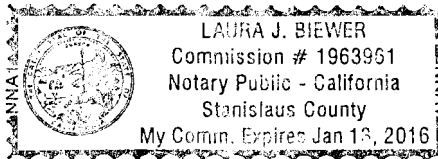
On 4.19.14 before me, Laura J Brewer, Notary

Public, personally appeared Elza Youngman, Barbara Youngman

\_\_\_\_\_, 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 *Laura J Brewer*

(Seal)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA            )  
COUNTY OF Stanislaus        )

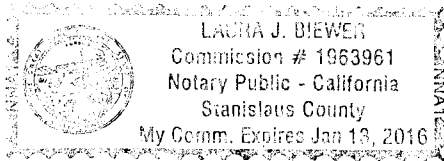
On 4.23.14 before me, Laura J Brewer, Notary  
Public, personally appeared Perry R Youngman

\_\_\_\_\_ , 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 *Laura J Brewer*



(Seal)



ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

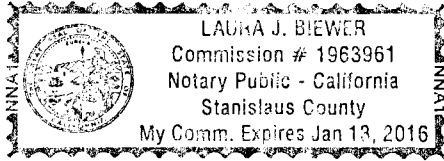
On 4.19.14 before me, Laura J Brewer, Notary  
Public, personally appeared Randy B Youngman, Cheryl L Youngman

\_\_\_\_\_, 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.

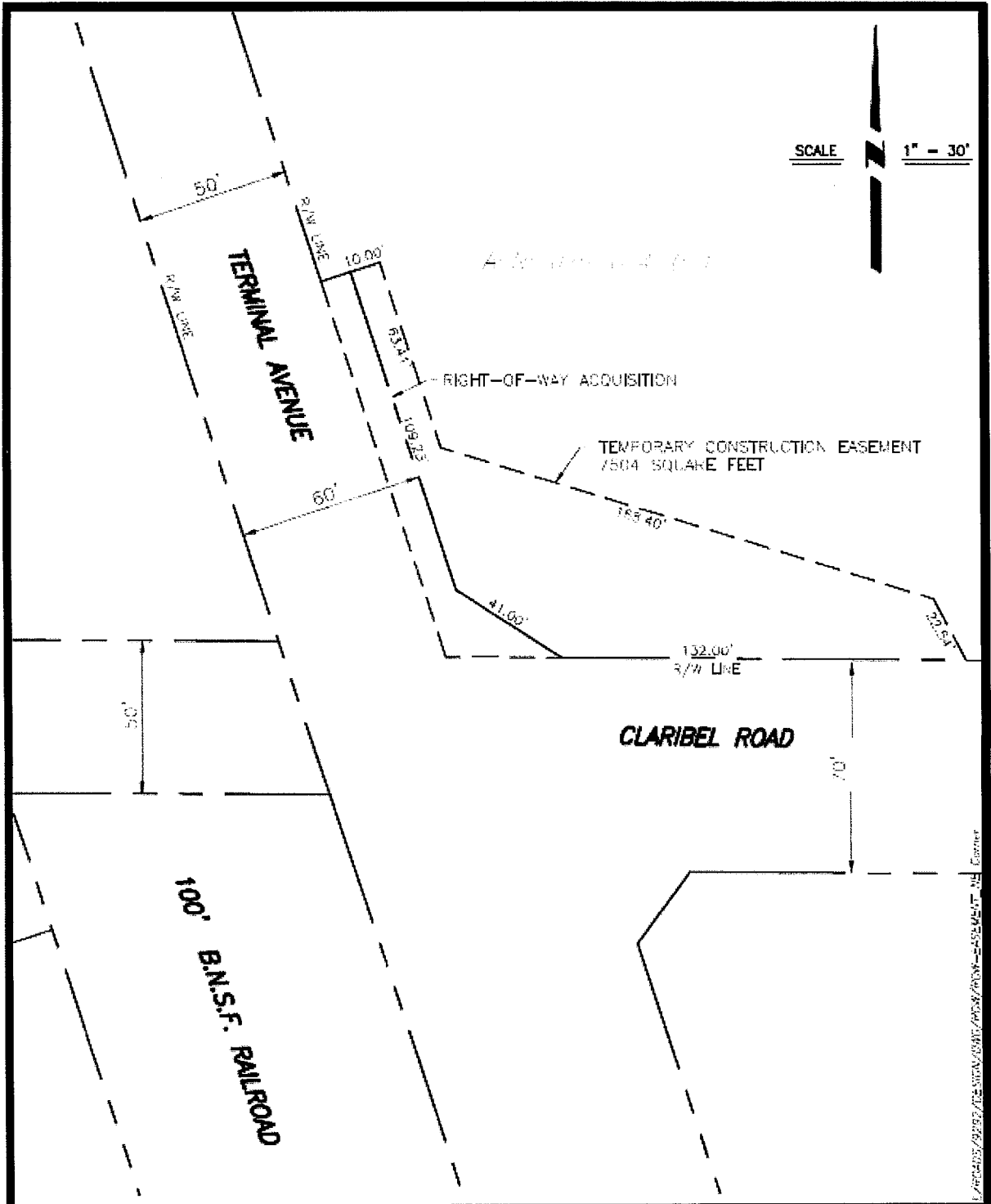
Signature *Laura J Brewer*



(Seal)

# EXHIBIT "A"

## TCE DEPICTION



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
CLARIBEL/TERMINAL SECTION 130 PROJECT  
AT BNSF RAILROAD RIGHT-OF-WAY  
TERMINAL AVENUE, CLARIBEL, MO

DR. NO.	DH
PROJECT	8892
DATE	2-21-14
SHEET NO.	1 OF 1

Project: Claribel & Terminal Road Project  
Grantor(s): Celerino Jimenez & Maria Eduvijes Jimenez  
APN: 075-024-001

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Celerino Jimenez and Maria Eduvijes Jimenez, husband and wife as joint tenants (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 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 First American Title Company, 1506 H Street, Modesto, CA 95354, phone: (209) 529-5000.

**3. PURCHASE PRICE AND TITLE.**

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

Road Deed: 0.0369+/- Acre x \$25,000/Acre	\$ 923.00
Temporary Construction Easement:	
0.172+/- Acre x \$25,000/Acre x 10% (for 1 yr)	\$ 430.00
Damages	\$ n/a
Benefits	\$ n/a
Total	\$1,350.00

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. 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 fee simple title to the Property shall be evidenced by a CLTA extended coverage 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 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.

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.

Grantors acknowledge 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. Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantors may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantors waive 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, Grantors hereby agree and consent to dismissal of said action. Grantors waive 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) 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. TEMPORARY EASEMENT.**

The Temporary Construction Easement shall commence upon approval of this agreement by the County, the County may enter and take possession of the property. The date the

temporary easement shall terminate is the date the improvements are completed and a notice of completion is filed for record with the Stanislaus County Recorder or 12 months from the date of commencement whichever occurs first. 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.

7. **HAZARDOUS WASTE MATERIAL.**

The Grantors hereby represent and warrant 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. 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.

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.

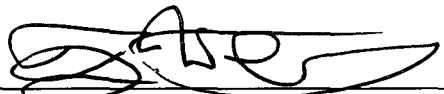
8. **ENTIRE AGREEMENT.**

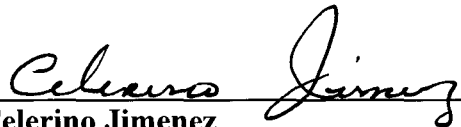
This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall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

IN WITNESS WHEREOF, the parties have executed this Agreement on 3-9-15  
as follows:

COUNTY OF STANISLAUS


GRANTORS:

  
Terrance Withrow  
Chairman of the Board of Supervisors

  
Celerino Jimenez

  
Maria Eduvijas Jimenez

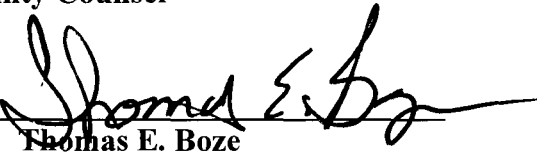
ATTEST:  
Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By:   
Deputy Clerk

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

  
\_\_\_\_\_  
**Matthew Machado, Director**

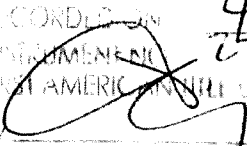
**APPROVED AS TO FORM:  
John P. Doering  
County Counsel**

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

BOARD OF SUPERVISORS

NO FEE  
RECORDING REQUEST BY AUG 25 A 10:02  
BOARD OF SUPERVISORS

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

WE HEREBY CERTIFY THIS TO BE A TRUE  
AND CORRECT COPY OF THE ORIGINAL.  
RECORDED IN 4-16-15  
INSTRUMENT NO. 27711  
FIRST AMERICAN TITLE CO.  
BY 

SCANNED

Road Name: Claribel & Terminal Road  
APN: 075-024-001

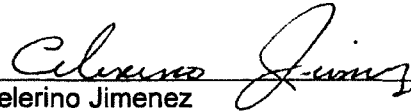
# ROAD DEED

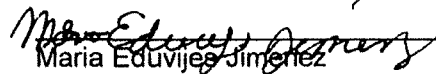
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Celerino Jimenez and Maria Eduvijes Jimenez, husband and wife, as joint tenants,

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"

  
Celerino Jimenez

  
Maria Eduvijes Jimenez

Dated: 3-9-15

APPROVED as to description: L9F Dated: 3/12/2015

### CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 3-9-15 From Celerino Jimenez and Maria Eduvijes Jimenez, husband and wife as joint tenants 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: 3/13/15

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

On 3-9-15 before me, Laura J Biewer, Notary

Public, personally appeared Ceterino Jimenez, Maria Eduvijes Jimenez

\_\_\_\_\_, 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 Laura Biewer

(Seal)





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**RIGHT-OF-WAY**

A tract of land for use as road right-of-way, being a portion of Lot 31 of Roselle Tract as shown on the Map filed in Volume 7 of Maps, at Page 3, Stanislaus County Records, situate in the south half of Section 36, Township 2 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, and being more particularly described as follows:

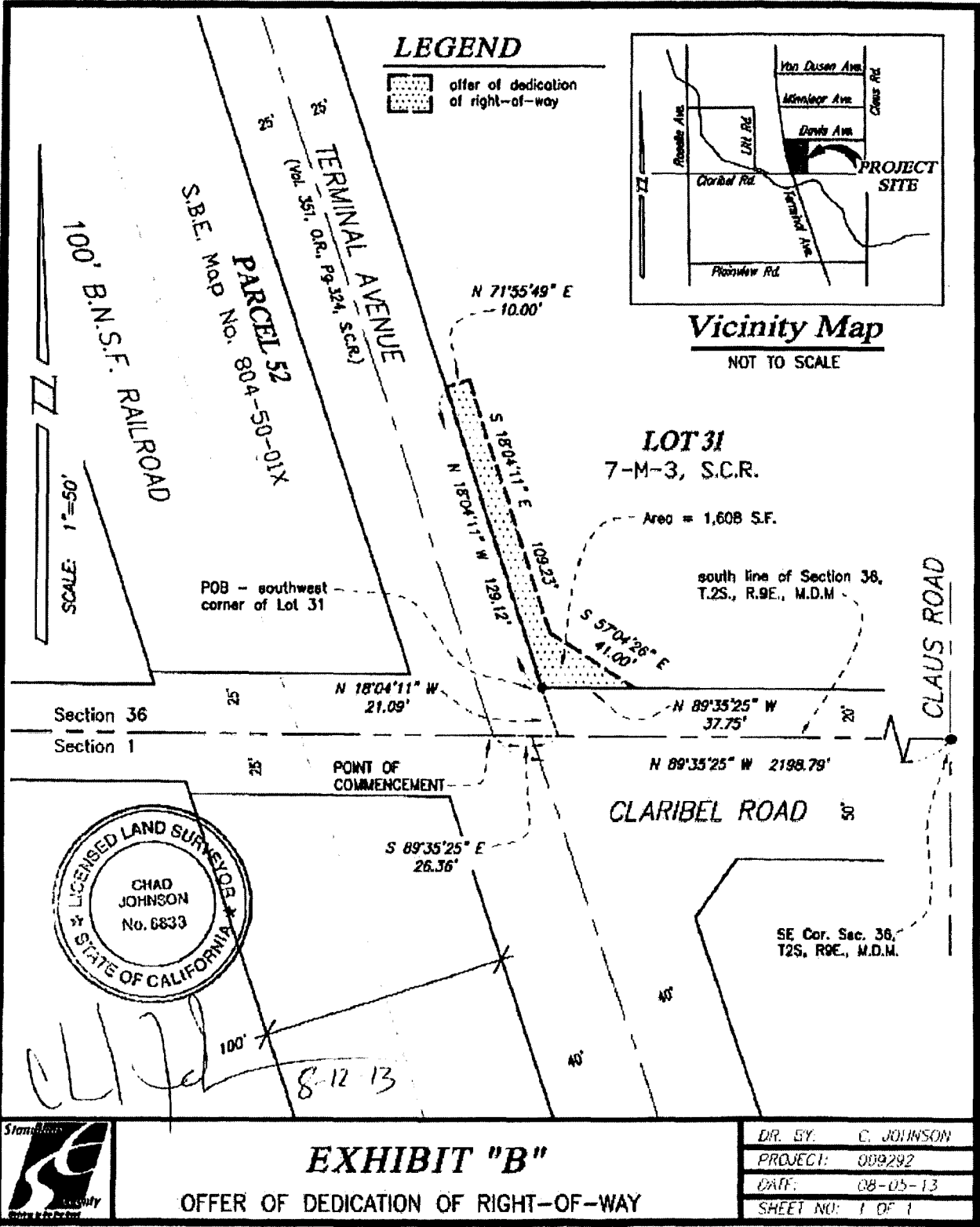
Commencing at a point on the centerline of 50 foot wide Terminal Avenue as described in the Road Deed recorded in Volume 351 of Official Records, Page 324, Stanislaus County Records, said point being at the intersection with the south line of said Section 36, and also being 2198.79 feet from the southeast corner of said Section 36; thence South 89°35'25" East, along said section line, 26.36 feet to the intersection with the southerly extension of the east right-of-way line of said Terminal Avenue; thence North 18°04'11" West, along said southerly extension, 21.09 feet to the intersection of the east right-of-way line of 50 foot wide Terminal Avenue and the north right-of-way line of 70 foot wide Claribel road, said point being the southwest corner of aforementioned Lot 31 and the **Point of Beginning** of the herein described easement; thence continuing North 18°04'11" West, along said east right-of-way line, 129.12 feet; thence leaving said line, North 71°55'49" East, perpendicular to the previous course, a distance of 10.00 feet; thence South 18°04'11" East, on a line which is 10.00 feet east of and parallel with said east right-of-way line of Terminal Avenue, a distance of 109.23 feet; thence leaving said line, South 57°04'26" East 41.00 feet to a point on aforementioned north right-of-way line of Claribel Road; thence North 89°35'25" West, along said north right-of-way line, a distance of 37.75 feet to the point of beginning.

containing 1,608 square feet, more or less.


END DESCRIPTION

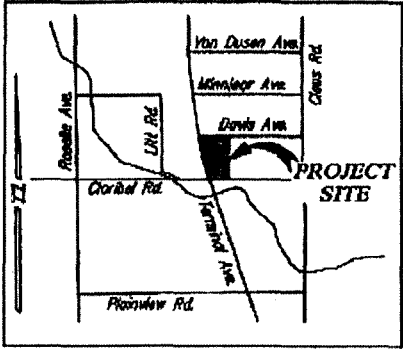


*Chad Johnson*  
8-12-13



**LEGEND**

 offer of dedication of right-of-way



**Vicinity Map**  
NOT TO SCALE

**LOT 31**  
7-M-3, S.C.R.

Area = 1,608 S.F.

south line of Section 36,  
T.2S., R.9E., M.D.M.

100' B.N.S.F. RAILROAD

S.B.E. MAP No. 804-50-01X  
**PARCEL 52**

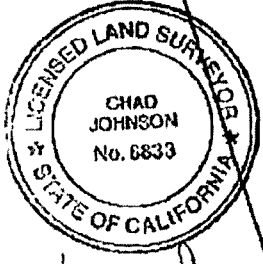
**TERMINAL AVENUE**  
(Vol. 351, O.R., Pg. 324, S.C.R.)

SCALE: 1"=50'

POB - southwest corner of Lot 31

Section 36  
Section 1

POINT OF COMMENCEMENT



*Handwritten signature and date: 8-12-13*


**EXHIBIT "B"**

OFFER OF DEDICATION OF RIGHT-OF-WAY

DR. BY:	C. JOHNSON
PROJECT:	009292
DATE:	08-05-13
SHEET NO:	1 OF 1

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

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

WE HEREBY CERTIFY THIS TO BE A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
4-16-15  
27710  
FIRST AMERICAN TITLE CO.  
By 

Road Name: Claribel & Terminal Road  
APN: 075-024-001

## TEMPORARY CONSTRUCTION EASEMENT


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

Celerino Jimenez and Maria Eduvijes Jimenez, husband and wife, as joint tenants,

do 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"

  
Celerino Jimenez

  
Maria Eduvijes Jimenez

Dated: 3-9-15

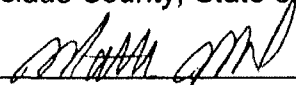
APPROVED as to description: LDF Dated: 3/12/2015

### CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 3-9-15 From Celerino Jimenez and Maria Eduvijes Jimenez, husband and wife as joint tenants to the 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.

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

By  Dated: 3/13/15

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

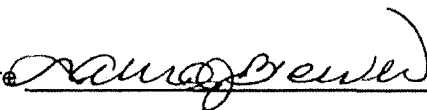
On 3.9.15 before me, Laura J Biewer, Notary

Public, personally appeared Celestino Jimenez, Maria Eduvigies Jimenez

\_\_\_\_\_, 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)



# EXHIBIT "A"

## TCE DEPICTION

