

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

DEPT: Public Works *amad*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE March 17, 2015

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 Bridge Project,  
Parcel Owner: Medeiros Family 1998 Trust

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as Assessor's Parcel Number 057-001-011 (portion), parcel owner: Medeiros Family 1998 Trust.
2. Authorize the Chairman of the Board to execute the agreement to acquire right-of-way for the Crows Landing Road Bridge Project.

FISCAL IMPACT:

The total estimated cost for this project is \$18,500,000, which is funded by the Highway Bridge Program, State Local Seismic Safety Retrofit Program (Proposition 1B) match and County Public Facilities Fee-Regional Transportation Impact Fee. The \$21,000 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 \$18,500 for compensation associated with the purchase of this property, and \$2,500 for title insurance and escrow fees. Funding is available in the Fiscal Year 2014-2015 Public Works Road Projects Budget.

BOARD ACTION AS FOLLOWS:

No. 2015-104

On motion of Supervisor Chiesa, Seconded by Supervisor De Martini  
and approved by the following vote,

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

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*  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Purchase Agreement to Acquire Right-of-Way for the Crows Landing Road Bridge Project, Parcel Owner: Medeiros Family 1998 Trust

**DISCUSSION:**

The Crows Landing Road bridge was built in 1949 and consists of a steel stringer and steel plate girder superstructure on reinforced concrete wall piers and reinforced concrete pile bents with reinforced concrete winged abutments. The entire bridge span is approximately 670 linear feet in length, and the Average Daily Traffic (ADT) volume is approximately 6,700 vehicles per day. Per the latest Caltrans bridge report issued in September 2011 and FHWA's 1995 Coding Guide, this bridge has been determined to be vulnerable to damage if there is a significant flood event on the San Joaquin River. The bridge is also on the Local Seismic Safety Retrofit Program list due to seismic deficiencies and is listed as functionally obsolete. The proposed replacement bridge will improve safety and capacity within this segment of Crows Landing Road.

The County needs to acquire ROW from the Medeiros Family 1998 Trust to accomplish this project. The property is located at 13360 Carpenter 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 Owners: Medeiros Family 1998 Trust  
Amount of Compensation: \$18,500  
Assessor's Parcel Number: 057-001-011 (portion)  
Right-of-Way Acquisition Area: 0.919± 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 four parcels. Acquisitions are still being negotiated with the owners and/or tenants of the other three 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.

**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 Bridge Project, Parcel Owner: Medeiros Family 1998 Trust

**CONTACT PERSON:**

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

**ATTACHMENTS:**

1. Road Deed
2. Exhibit "A", Legal Description
3. Map
4. Agreement for Acquisition of Property

DL:dm

L:\BRIDGES\9589 - Crows Landing Road @ SJ RIVER\Board\9589 - Miederos Purchase ROW.doc

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2015-0050698-00  
Acct 503-First American Title Co  
Tuesday, JUN 30, 2015 08:00:00  
Ttl Pd \$0.00 Rcpt # 0003683108  
OHK/R3/1-4

6

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 Rd at  
Carpenter Rd Bridge  
APN: 057-001-011

# ROAD DEED

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

**Joseph A. Medeiros and Maria Vanda Medeiros, Trustees, Medeiros Family 1998 Trust,**

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"

**MEDEIROS FAMILY 1998 TRUST**

By: Joseph A. Medeiros  
Joseph A. Medeiros, Trustee

By: Maria Vanda Medeiros  
Maria Vanda Medeiros, Trustee

Dated: 3/4/15

APPROVED as to description: LSF Dated: 3/4/2015

## CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 3/4/15  
From **Joseph A. Medeiros and Maria Vanda Medeiros, Trustees, Medeiros Family 1998 Trust**, 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 3/17/15 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: Matthew Machado Dated: 3/4/15

440

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 January 12, 2015, before me, DARLA L. KUDEN, Notary Public, personally appeared JOSEPH A. MEDEIROS and MARIA VANDA MEDEIROS, 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 *Darla L Kuden* (Seal)



**Exhibit "A"**  
Legal Description  
Crows Landing Road Right of Way Dedication  
APN 057-001-011

All that portion of Parcel C as shown on Parcel Map filed for record in Book 39 Parcel Maps Page 70 official records of Stanislaus County being more particularly described as follows:

**Commencing** at the most southerly Corner of said Parcel C;

Thence along the southeasterly line of said Parcel C, North 60°08'28" East, 117.33 feet to the **Point of Beginning**;

Thence from said **Point of Beginning**, leaving said southeasterly line, North 43°02'58" East, 453.84 feet;

Thence along the arc of a tangent curve, concave northwesterly, having a radius of 4909.00 feet, through a central angle of 02°54'45", for a distance of 249.54 feet;

Thence South 49°51'47" East, 61.00 feet to a point on said southeasterly line;

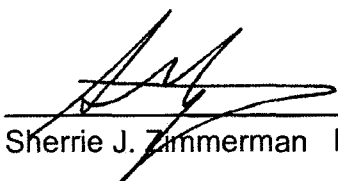
Thence along said southeasterly line, South 40°08'13" West, 392.10 feet;

Thence along the arc of a tangent curve, concave northwesterly, having a radius of 353.06 feet, through a central angle of 20°00'15", for a distance of 123.27 feet;

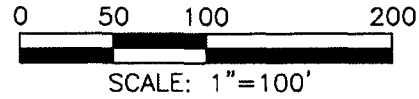
Thence South 60°08'28" West, 201.99 feet, to the **Point of Beginning**;

Said parcel contains 0.919 ± acres.

*See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.*

  
\_\_\_\_\_  
Sherrie J. Zimmerman PLS 8964      12/01/2014      Date





6 5 SECTION CORNER  
7 8

JOSEPH MEDEIROS &  
MARIA VANDA MEDEIROS  
APN 057-001-011

PARCEL C  
39-PM-70

CARPENTER ROAD

CROWS LANDING ROAD

S49°51'47"E  
61.00'

R=4909.00'  
Δ=2°54'45" L=249.54'  
AREA= 0.919 ACRES

N43°02'58"E 453.84'

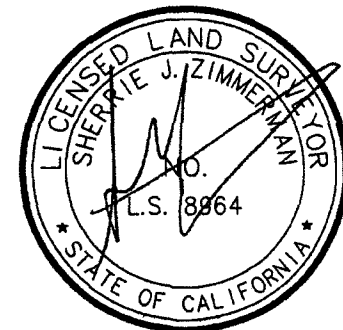
R=353.06'  
Δ=20°00'15"  
L=123.27'

POINT OF BEGINNING

S60°08'28"W  
201.99'

N60°08'28"E  
117.33'

POINT OF COMMENCEMENT  
SOUTHERLY CORNER  
PARCEL C



**N | V | 5**

BEYOND ENGINEERING

2406 NATOMAS PARK DRIVE, 4TH FLOOR, SACRAMENTO, CA 95833  
916.641.9100 TEL. 916.641.8222 FAX WWW.NV5.COM

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
NETWORK: \_\_\_\_\_  
PATH: \_\_\_\_\_  
DWG NAME: \_\_\_\_\_  
PLOT VIEW: \_\_\_\_\_  
DESIGNER: \_\_\_\_\_ MGR: \_\_\_\_\_

EXHIBIT "B"  
**RIGHT OF WAY DEDICATION  
CROWS LANDING ROAD**

PREPARED FOR: COUNTY OF STANISLAUS

DATE SUBMITTED: JUNE 2014

SHEET NUMBER

1

OF 1 SHEETS

JOB NUMBER  
SAB044100

XREFS:

Project: Crows Landing Road at Carpenter  
Road Bridge Replacement Project  
Grantor: **Joseph A. & Maria Vanda Medeiros,**  
**Trustees, Medeiros Family 1998 Trust**  
APN 057-001-011

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Joseph A. Medeiros & Maria Vanda Medeiros, Trustees, Medeiros Family 1998 Trust** (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 First American Title Company, 2230 East Bidwell Street, Suite 100, Folsom, CA 95630, at (916) 983-3985).

**3. PURCHASE PRICE AND TITLE.**

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

Road Deed: 0.919 Acres x \$20,000/Acre	\$ 18,500.00
Severance Damages	\$ 0.00
Benefits	\$ 0.00
Total	\$ 18,500.00

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 title to the Property interest 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 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.

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 March 17, 2015 as follows:

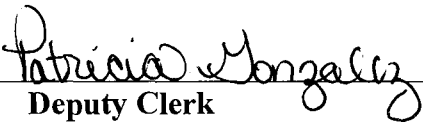
**COUNTY OF STANISLAUS**

  
\_\_\_\_\_  
Ferrance Withrow

**Chairman of the Board of Supervisors**

ATTEST:

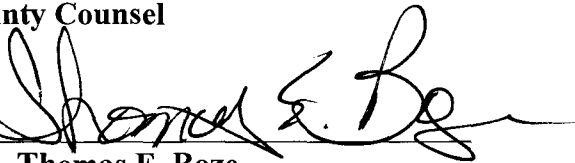
**Christine Ferraro Tallman**  
**Clerk of the Board of Supervisors of the**  
**County of Stanislaus, State of California**

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


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

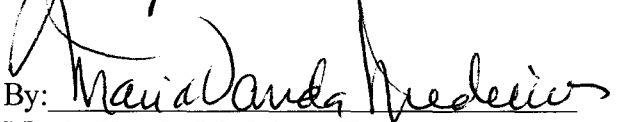
  
\_\_\_\_\_  
**Matthew Machado, Director**

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

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

GRANTOR:  
**MEDEIROS FAMILY 1998 TRUST**

By:   
\_\_\_\_\_  
**Joseph A. Medeiros, Trustee**

By:   
\_\_\_\_\_  
**Maria Vanda Medeiros, Trustee**