

*BM*

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

DEPT: Public Works

BOARD AGENDA # \*C-2

Urgent

Routine

AGENDA DATE April 21, 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 McHenry Avenue Bridge Project;  
Parcel Owner: Hudelson Company, a co-partnership

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the parcel identified as Assessor's Parcel Number (APN) 074-001-001 (portion), parcel owner: Hudelson Company, a co-partnership.
2. Authorize the Chairman of the Board to execute the agreement.

FISCAL IMPACT:

The total estimated cost for the bridge replacement 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 \$106,450 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 \$103,950 for compensation associated with the purchase of this property and \$2,500 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. 2015-159

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith  
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:

*Elizabeth A. King*  
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of a Purchase Agreement to Acquire Right-of-Way for the McHenry Avenue Bridge Project; Parcel Owner: Hudelson Company, a co-partnership

**DISCUSSION:**

This bridge was built in 1959 and consists of a concrete slab bridge over the overflow banks and concrete cast in place box girder bridge over the main stem of the Stanislaus River. In late 1981 and early 1982, Stanislaus County (Stanislaus) and San Joaquin County (San Joaquin) through each of their respective Boards adopted a resolution and agreed to be responsible for the maintenance and repair, in a reasonable condition, for each of their half of the McHenry Avenue Bridge over the Stanislaus River (Bridge). In the late 1990s, the Bridge was determined to be seismically inadequate, and Stanislaus applied for and received program funding commitments for preliminary engineering for the retrofit of the Bridge from the Federal Seismic Safety Retrofit Program.

In November of 1999, Stanislaus and San Joaquin executed Agreement A-99-996 and agreed to conduct the McHenry Avenue Corridor Study from Ladd Road-Patterson Road in Stanislaus to Catherine Way in San Joaquin, which includes the Bridge, as well as the McHenry Avenue and Dry Slough Bridge, McHenry Avenue and South San Joaquin Irrigation District Bridge, and McHenry Avenue roadway improvements.

In July of 2001, the results of this study determined that the Bridge was seismically, structurally, and functionally inadequate with regards to the proposed improvements to the corridor and recommended that the Bridge be widened and replaced. It further recommended that Stanislaus and San Joaquin work towards the replacement of the Bridge. On June 26, 2007, the Stanislaus County Board of Supervisors approved the Cooperative Agreement with San Joaquin. The National Environmental Policy Act (NEPA) was completed on March 7, 2013, and the California Environmental Quality Act (CEQA) was adopted by San Joaquin County on February 25, 2014.

The County needs to acquire ROW from the Hudelson Company, a co-partnership, to accomplish this project. The property is located at 8124 McHenry Avenue Modesto, CA 95356. The property owner has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owners:	Hudelson Company, a Co-Partnership
Amount of Compensation:	\$103,950
Assessor's Parcel Number:	074-001-001 (portion)
Right-of-Way Acquisition Area:	2.33± 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 two parcels. Acquisitions are still being negotiated with the owners and/or tenants of the other parcel within Stanislaus County.

Approval of a Purchase Agreement to Acquire Right-of-Way for the McHenry Avenue Bridge Project; Parcel Owner: Hudelson Company, a co-partnership

**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.

**CONTACT PERSON:**

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

**ATTACHMENTS:**

1. Road Deed
2. Legal Description
3. Map
4. Agreement for Acquisition of Property

DL:dm

L:\BRIDGES\9593 - McHenry Ave at Stanislaus River\ROW\9593 - Hudelson Parcel ROW Purchase.doc

NO FEE  
RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

RETURN TO:  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1716 MORGAN ROAD 95358  
MODESTO, CA 95354

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2015-0074471-00

Acct 504-Old Republic  
Friday, SEP 18, 2015 08:00:00  
Ttl Pd \$0.00 Rcpt # 0003717953  
MAP/R3/1-5

Road Name: McHenry Avenue

APN: 074-001-001

# ROAD DEED

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

Hudelson Co., a Limited Partnership, who acquired title as Hudelson Company, a co-partnership

does hereby grants 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 EXHIBITS "A" & "B"

(sign) Timothy Paul Hudelson  
(print) TIMOTHY PAUL HUDELSON General Partner  
Hudelson Co., a Limited Partnership  
Dated: 2-11-15

APPROVED as to description: [Signature] Dated: 4/24/15

### CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 2-11-15 From Hudelson Co., a Limited Partnership, who acquired title as Hudelson Company, a co-partnership to County of Stanislaus a political subdivision and/or governmental agency, 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 May 12, 1998 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

**Matthew Machado, County Surveyor, LS 9055**  
Stanislaus County, State of California

By [Signature] Dated: 4/10/2015

Larry Fontana, Deputy County Surveyor  
Stanislaus County, State of California

500  
SK

**ACKNOWLEDGMENT**

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

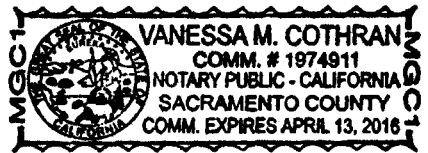
On February 11, 2015 before me, Vanessa M Cothran, Notary Public  
(insert name and title of the officer)

personally appeared Timothy Paul Hudelson  
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 Vanessa M Cothran (Seal)



**PARCEL GEOMETRY DESCRIPTION  
McHenry Avenue Improvement Project  
Stanislaus County - APN 074-001-001-000**

That certain real property situated in Stanislaus County, State of California, being a portion of Section 16, Township 2 South, Range 9 East, Mount Diablo Baseline and Meridian, also being a portion of land described in the Deed of Trust recorded June 26, 1996, as Doc-96-0051914-00, Stanislaus County Records, more particularly described as follows:

**COMMENCING** at a stainless steel rod in a sleeve on the west side of McHenry Avenue with the National Geodetic Survey designation "B 1388" and the National Geodetic Survey PID "HS4411", said point bears South 1°17'09" East 11253.38 feet from a 5/8" rebar with plastic cap stamped KSN Control shown on the record of survey recorded on September 16, 2013 in Book 38 of Surveys at Page 33, San Joaquin County Records as "KSN 501"; thence North 0°26'17" West 8911.83 feet to the southwest section corner of Section 16, Township 2 South, Range 9 East, M.D.B.&M. marked with an aluminum disk set in a monument well at the centerline of McHenry Road shown in said Book 38 of Surveys at Page 33 as Monument ID #55406; thence North 8°15'03" East 933.56 feet to the southeast corner of the herein described right of way, said point also being the **TRUE POINT OF BEGINNING**; thence in a counterclockwise direction, northerly along the easterly boundary of the herein described right of way, North 0°22'44" West 1085.01 feet, to the northerly boundary of said Deed of Trust; thence leaving the easterly boundary of the herein described right of way along the northerly boundary of said Deed of Trust, also being the meander of the south bank of the Stanislaus River the following courses:

- 1) South 36°18'10" West 33.61 feet;
- 2) thence South 69°01'10" West 69.81 feet,

to the southeast corner of the 100 foot wide Bridge Easement recorded February 25, 1958 in Official Records Volume 1469 at Book 505, Stanislaus County Records; thence along the southerly boundary of said Bridge Easement, South 69°01'10" West 10.69 feet, to the easterly boundary of the McHenry Road right of way described in the Grant Deed recorded March 17, 1959 in Official Records Volume 1535 at Page 552, Stanislaus County Records; thence leaving the boundary of said Bridge Easement, along the said easterly boundary of the McHenry Avenue right of way, South 0°14'33" East 1029.74 feet, to the southwest corner of the herein described right of way; thence leaving the said easterly boundary of the McHenry Road right of way, along the southerly boundary of the herein described right of way, North 89°37'16" East 97.88 feet to the **TRUE POINT OF BEGINNING**, containing 2.33 acres, more or less.

**EXCEPTING THEREFROM** any portion of said land lying within the original bed of the Stanislaus River owned by the State of California.

**SUBJECT TO** any portion of said land lying within the original banks of the Stanislaus River claimed by the State of California as a public trust easement.

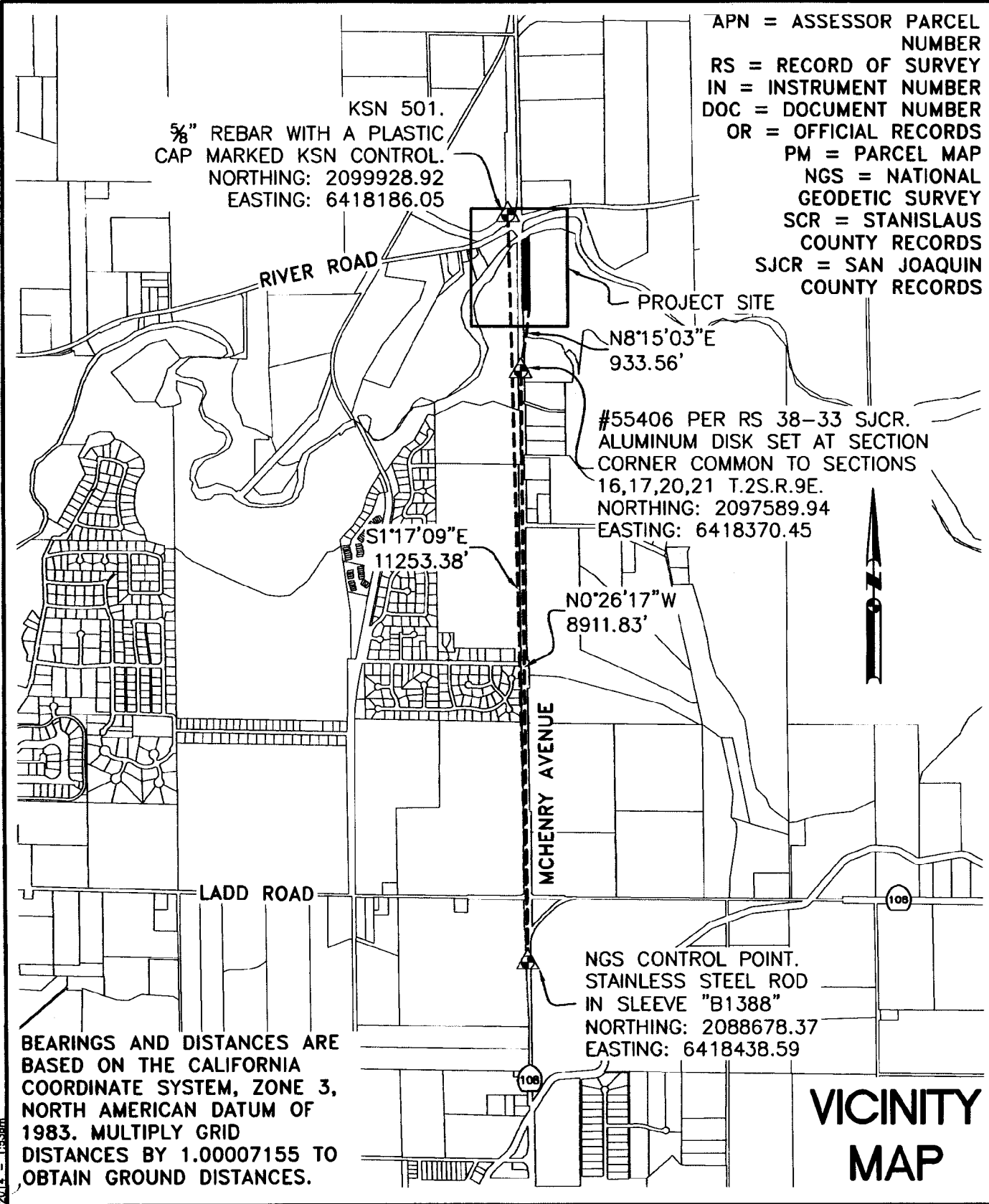
**ALSO SUBJECT TO** any special assessments, restrictions, reservations, easements, and other encumbrances.

Bearings and distances are based on the California Coordinate System, Zone 3, North American Datum 1983. Multiply distances shown by 1.00007155 to obtain ground distances. All distances are provided in United States Survey Feet.

End of Description.



FILE SPEC: P:\2095\_McHenry\_Avenue\_Improvements\04\_Survey\300\_Boundary\preliminary\Parcel\_Geometry\_Descriptions\Packages\Hudelson-RW-Package\14140626-Hudelson-RW\_Plot.dwg  
 PLOT DATE: JUL 10 2014 1:33pm



KSN 501.  
 5/8" REBAR WITH A PLASTIC  
 CAP MARKED KSN CONTROL.  
 NORTHING: 2099928.92  
 EASTING: 6418186.05

APN = ASSESSOR PARCEL  
 NUMBER  
 RS = RECORD OF SURVEY  
 IN = INSTRUMENT NUMBER  
 DOC = DOCUMENT NUMBER  
 OR = OFFICIAL RECORDS  
 PM = PARCEL MAP  
 NGS = NATIONAL  
 GEODETIC SURVEY  
 SCR = STANISLAUS  
 COUNTY RECORDS  
 SJCR = SAN JOAQUIN  
 COUNTY RECORDS

RIVER ROAD

PROJECT SITE

N8°15'03"E  
 933.56'

#55406 PER RS 38-33 SJCR.  
 ALUMINUM DISK SET AT SECTION  
 CORNER COMMON TO SECTIONS  
 16,17,20,21 T.2S.R.9E.  
 NORTHING: 2097589.94  
 EASTING: 6418370.45

S1°17'09"E  
 11253.38'

N0°26'17"W  
 8911.83'

MCHENRY AVENUE

LADD ROAD

108

NGS CONTROL POINT.  
 STAINLESS STEEL ROD  
 IN SLEEVE "B1388"  
 NORTHING: 2088678.37  
 EASTING: 6418438.59



BEARINGS AND DISTANCES ARE  
 BASED ON THE CALIFORNIA  
 COORDINATE SYSTEM, ZONE 3,  
 NORTH AMERICAN DATUM OF  
 1983. MULTIPLY GRID  
 DISTANCES BY 1.00007155 TO  
 OBTAIN GROUND DISTANCES.

**VICINITY  
 MAP**

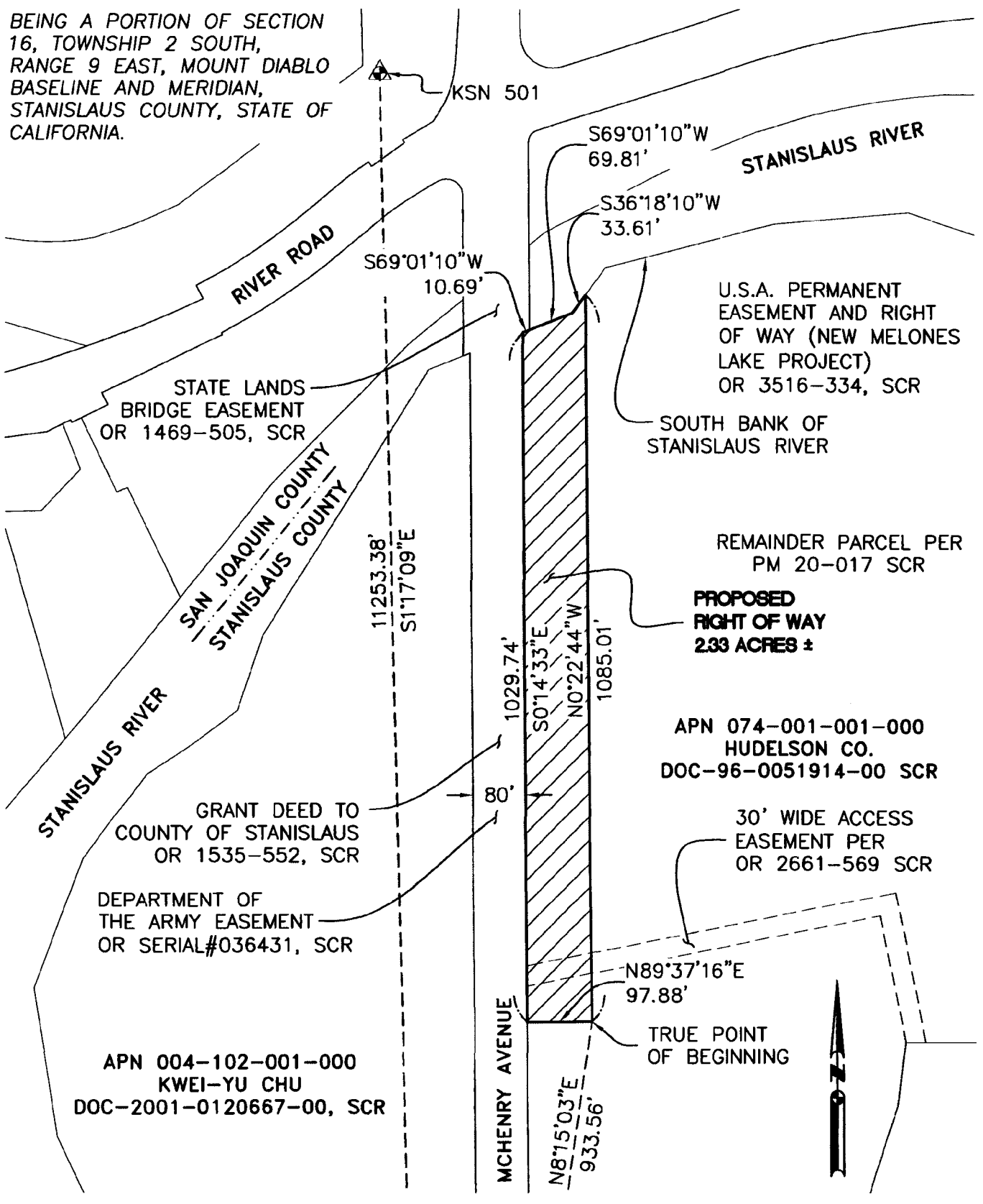
**K S N INC.** | **KJELDEN S INNOCK NEUDECK**  
 Civil Engineers and Land Surveyors  
 711 N. Pershing Avenue Stockton, CA 95203 (209) 946-0268  
 1355 Halyard Drive, Suite 180 West Sacramento, CA 95691 (916) 403-5900  
 www.keninc.com

**STANISLAUS COUNTY  
 MCHENRY AVENUE  
 IMPROVEMENT PROJECT  
 APN 074-001-001-000**

Design BAS	Scale 1"=2000'
Drawn CSM	Original Drawing Scale 0 1/4" 1/2"
Check BAS	

Date JULY 2014
Sheet Number 1 Of 2
Project File No. 2095-0010

BEING A PORTION OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, STANISLAUS COUNTY, STATE OF CALIFORNIA.



FILE SPEC: P:\2095\_Mchenry\_Avenue\_Improvements\04\_Survey\300\_Boundary\preliminary\Parcel\_Geometry\Descriptions\Packages\Hudelson-RW-Packages\14140626-Hudelson-RW\_Plat.dwg  
PLOT DATE: Jul 10, 2014 - 2:08pm

**K S N INC.**  
**KJELDSSEN SINNOCK NEUDECK**  
 Civil Engineers and Land Surveyors  
 711 N. Pershing Avenue  
 Stockton, CA 95203  
 (209) 946-0268  
 1355 Halyard Drive, Suite 180  
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 www.ksninc.com

**STANISLAUS COUNTY**  
**MCHENRY AVENUE**  
**IMPROVEMENT PROJECT**  
**APN 074-001-001-000**

Design BAS	Scale 1"=200'
Drawn CSM	Original Drawing Scale 0 1/4" 1/2"
Check BAS	

Date JULY 2014
Sheet Number 2 of 2
Project File No. 2095-0010



Project: McHenry Ave Bridge Seismic  
Replacement Project  
Grantor: Hudelson  
APN.: 074-001-001

## **AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Hudelson Co., a Limited Partnership, who acquired title as Hudelson Company, a co-partnership (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 Diana Contreras, Old Republic Title Company, 3425 Brookside Road, Suite C, Stockton, CA and Phone 209-951-9460; Escrow No. 1211036377-DC.

### **3. PURCHASE PRICE AND TITLE.**

The consideration to be paid by the County for the Property is \$103,950.00 dollars (the "Purchase Price").

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 an ALTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if County elects not to obtain an ALTA survey for the Property. 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.

## **Agreement for Purchase**

### **Hudelson Page 2 of 3**

The 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.

The Grantors acknowledge that this transaction is a negotiated settlement in lieu of condemnation and agree that the Purchase Price to be paid herein is in full settlement of any claims for compensation or damages that may have arisen, including, but not limited to, attorney fees, pre-condemnation damages, severance damages, business goodwill, or any other claim regarding the acquisition of the Property or construction of improvements thereon.

#### **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. HAZARDOUS WASTE MATERIAL**

The Grantors hereby represent and warrant that during the period of Grantors' 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 County law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

**Agreement for Purchase**  
**Hudelson Page 3 of 3**

IN WITNESS WHEREOF, the parties have executed this Agreement on April 21, 2015 as follows:

COUNTY OF STANISLAUS

  
\_\_\_\_\_  
Terrance Withrow  
Chairman of the Board of Supervisors

GRANTORS

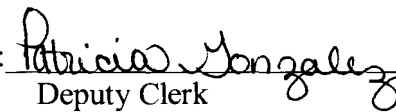
Hudelson Co., a Limited Partnership, who  
acquired title as Hudelson Company, a co-  
partnership

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

ATTEST:

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

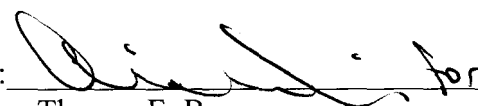
By: \_\_\_\_\_

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

APPROVED AS TO CONTENT:  
Department of Public Works

By:   
\_\_\_\_\_  
Matt Machado  
Road Commissioner

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

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