

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Public Works

K. Johnson

BOARD AGENDA # *C-1

Urgent

Routine

AGENDA DATE June 9, 2015

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of a Purchase Agreement to Acquire an Access Easement and Temporary Construction Easement for the McHenry Avenue Bridge Project; Parcel Owner: Kwei-Yu Chu

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of an Access Easement and Temporary Construction Easement on the parcel identified as Assessor's Parcel Number (APN) 004-102-001 (portion), parcel owner: Kwei-Yu Chu, a married man who acquired title as Kwei-Yu Chu, an unmarried man (Grantor).
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 \$16,346 for the purchase of the Access Easement and Temporary Construction Easement (TCE) is funded 100% from the Public Facilities Fee-Regional Transportation Impact Fee program consisting of \$13,846 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. 2015-258

On motion of Supervisor Monteith, 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:

Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of a Purchase Agreement to Acquire an Access Easement and Temporary Construction Easement for the McHenry Avenue Bridge Project; Parcel Owner: Kwei-Yu Chu

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 halves 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 from the Federal Seismic Safety Retrofit Program for preliminary engineering required to retrofit the Bridge.

In November 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 2001, the results of this study determined that the Bridge was seismically, structurally, and functionally inadequate with regard to the proposed improvements to the corridor and recommended that the Bridge be widened and replaced. It further recommended that Stanislaus and San Joaquin Counties work toward the replacement of the Bridge. On June 26, 2007, the Stanislaus County Board of Supervisors approved the Cooperative Agreement with San Joaquin County. 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 the Access Easement and TCE from Chu to accomplish this project. The property is located at 7915 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 3:

Property Owners:	Kwei-Yu Chu, a married man who acquired title as Kwei-Yu Chu, an unmarried man (Grantor)
Amount of Compensation:	\$13,846
Assessor's Parcel Number:	004-102-001 (portion)
Right-of-Way Acquisition Area:	1.41± 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.

Approval of a Purchase Agreement to Acquire an Access Easement and Temporary Construction Easement for the McHenry Avenue Bridge Project; Parcel Owner: Kwei-Yu Chu

Overall, in order to construct the project, right-of-way (ROW) acquisitions are required from two parcels. This acquisition completes the ROW necessary to construct the project within Stanislaus County. It is anticipated that San Joaquin County will complete their ROW acquisitions later this summer.

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) 525-4153.

ATTACHMENTS:

1. Access Easement
2. Temporary Construction Easement
3. Agreement for Acquisition of Property

DL:dm

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

**NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS**

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

Road Name: McHenry Avenue
APN: 004-102-001


ACCESS EASEMENT

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

Kwei-Yu Chu, a married man who acquired title as Kwei-Yu Chu, an unmarried man

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California an ingress/egress easement for passage, travel, and transportation purposes on, over, and across that certain real property in the City of Modesto, County of Stanislaus, State of California, and described as follows:

SEE EXHIBIT "A" AND "B"

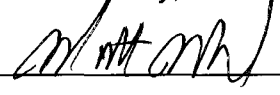
(sign) 
Kwei-Yu Chu
Dated: 5/29/15

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 Kwei-Yu Chu, an unmarried man 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.

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

By  Dated: 6/1/15

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)

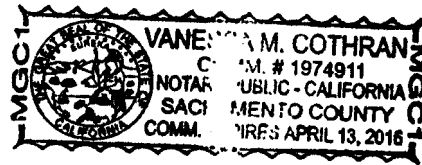
On May 29, 2015 before me, Vanessa M Cothran, notary public
(insert name and title of the officer)

personally appeared Kwei Yu Chu
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 Improvements Project - Stanislaus County
Kwei-Yu Chu Access Easement - APN 004-102-001-000

That certain real property situated in Stanislaus County, State of California, being a portion of Section 17, Township 2 South, Range 9 East, Mount Diablo Baseline and Meridian, being a portion of Parcel 3 described in the Grant Deed recorded on October 18, 2001, as Doc-2001-0120667-00, 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 southeast section corner of Section 17, 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 2°50'46" East 1554.59 feet to the southwesterly corner of herein described access easement, said point also being the **TRUE POINT OF BEGINNING** of herein described access easement; thence in a clockwise direction, northerly along the westerly boundary of the herein described access easement, North 0°22'44" West 301.00 feet, to the northerly boundary the herein described access easement; thence leaving the westerly boundary of the herein described access easement easterly along the northerly boundary of the herein described access easement, North 63°03'22" East 35.07 feet, to the westerly boundary of the McHenry Road right of way as described in the Grant Deed to the County of Stanislaus, recorded March 17, 1959 in Official Records Volume 1535 at Page 552, Stanislaus County Records; thence leaving the northerly boundary of the herein described access easement southerly along the said westerly boundary of the McHenry Road right of way, South 0°14'33" West 316.69 feet, to the southeasterly corner of the herein described access easement; thence leaving the said westerly boundary of the McHenry Road right of way, westerly along the southerly boundary of the herein described access easement, South 89°37'16" West 30.62 feet, to the **TRUE POINT OF BEGINNING** of herein described access easement, containing 0.22 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.

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.



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

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

PROJECT SITE
 N2°50'46"W
 1554.59'
 #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'

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

FILE SPEC: P:\2095_McHenry_Avenue_Improvements\04_Survey\300_Boundary\Preliminary\Parcel_Geometry_Descriptions\Packages\Kwel-Yu-Chiu-Access_Plot.dwg
 PLOT DATE: Jul 10, 2014 - 10:43am

K S N INC. KJELDEN SINNOCK NEUDECK
 Civil Engineers and Land Surveyors
 711 N. Pershing Avenue
 Stockton, CA 95203
 (209) 946-0288
 1355 Hayard Drive, Suite 180
 West Sacramento, CA 95691
 (916) 403-5900
 www.kaninc.com

STANISLAUS COUNTY
 MCHENRY AVENUE
 ACCESS EASEMENT
 APN 004-102-001-000

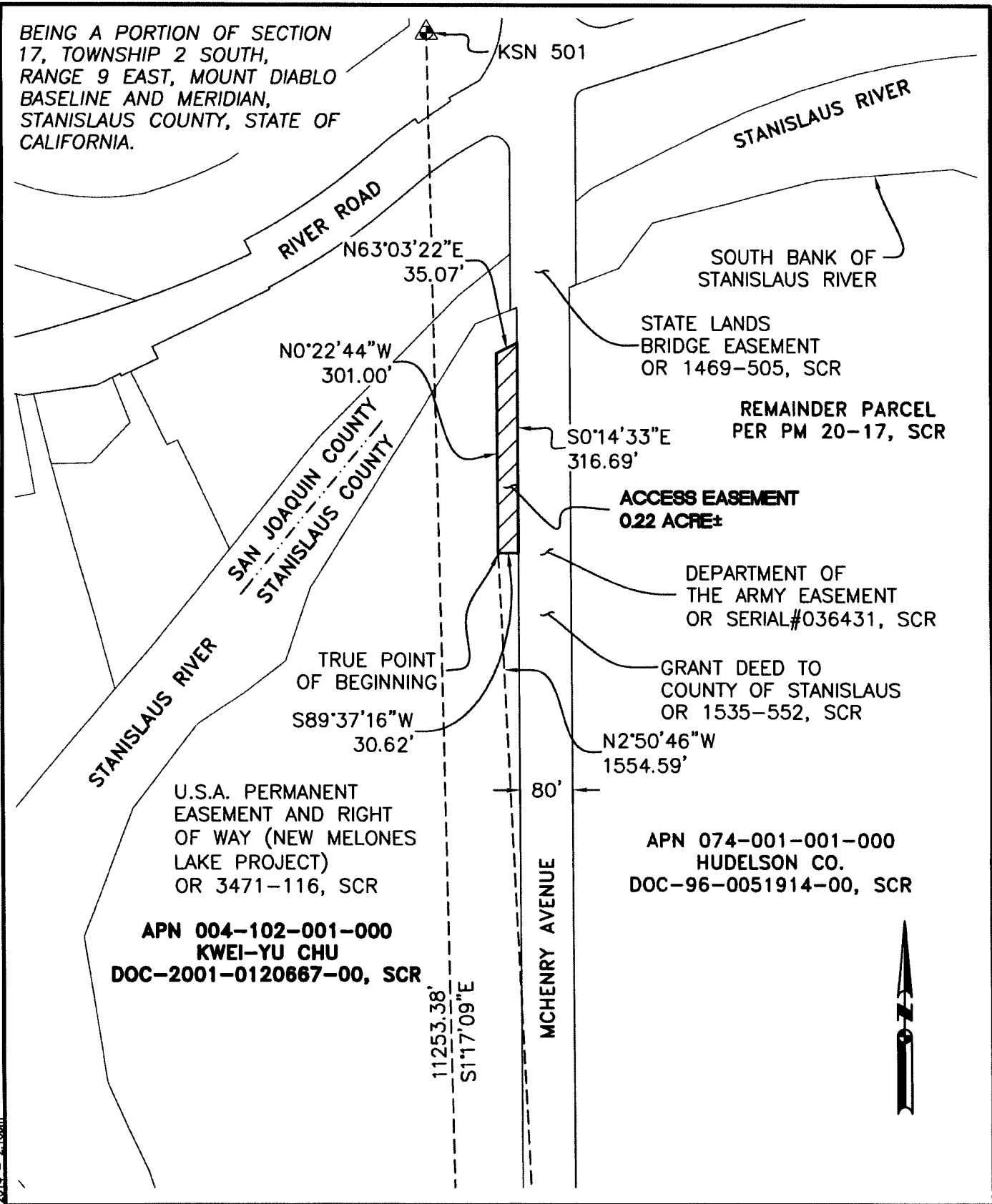
Design BAS
 Drawn CSM
 Check BAS
 Scale 1"=2000'
 Original Drawing Scale 0 1/4" 1/2"

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

EXHIBIT "B"

BEING A PORTION OF SECTION 17, 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\Fackages\Kwei-Yu-Chu-Access_Plot.dwg
 PLOT DATE: Jul 10, 2014 - 2:10pm



K S N INC. KJELSDEN SINNOCK NEUDECK Civil Engineers and Land Surveyors 711 N. Pershing Avenue Stockton, CA 95203 (209) 946-0268 1355 Holyard Drive, Suite 180 West Sacramento, CA 95691 (916) 403-5900 www.kaninc.com	STANISLAUS COUNTY MCHENRY AVENUE		Design BAS	Scale 1"=200'	Date JULY 2014	
	ACCESS EASEMENT		Drawn CSM	Original Drawing Scale 0 1/4" 1/2"	Sheet Number 2 Of 2	
	APN 004-102-001-000		Check BAS	Project File No. 2095-0010		

NO FEE
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

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

Road Name: McHenry Avenue
APN: 004-102-001

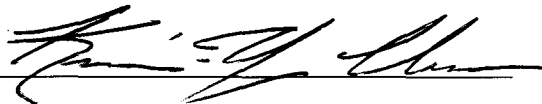
TEMPORARY CONSTRUCTION EASEMENT

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

Kwei-Yu Chu, a married man who acquired title as Kwei-Yu Chu, an unmarried man

does 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" AND "B"

(sign)  _____

Kwei-Yu Chu

Dated: 5/29/15 _____

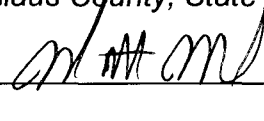
APPROVED as to description: _____ Dated: _____

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 Kwei-Yu Chu, an unmarried man 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.

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

By  Dated: 6/1/15

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.

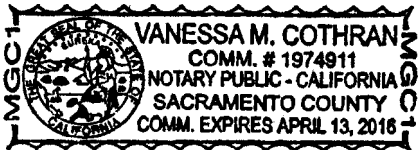
State of California
County of Stanislaus

On May 29, 2015 before me, Vanessa M Cothran, notary public
(insert name and title of the officer)

personally appeared Kwesi Yu Chen
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
Kwei-Yu Chu Temporary Construction Easement – APN 004-102-001-000

That certain real property situated in Stanislaus County, State of California, being a portion of Section 17, Township 2 South, Range 9 East, Mount Diablo Baseline and Meridian, being a portion of Parcel 3 as described in the Grant Deed recorded October 18, 2001, as Doc-2001-0120667-00, 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 filed 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 southeast corner of Section 17, 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 2°50'46" West 1554.59 feet to a point on the easterly boundary of the herein described temporary construction easement, said point also being the **TRUE POINT OF BEGINNING**; thence in a counterclockwise direction, northerly along the easterly boundary of the herein described temporary construction easement the following courses:

- 1) North 0°22'44" West 301.00 feet;
- 2) thence North 63°03'22" East 35.07 feet,

to the westerly boundary of the McHenry Avenue right of way as described in the Grant Deed to the County of Stanislaus, recorded March 17, 1959 in Official Records Volume 1535 at Page 552, Stanislaus County Records; thence northerly, along said westerly boundary of the McHenry Avenue right of way, North 0°14'33" West 52.78 feet, to the intersection with the southerly boundary of the 100 foot wide Bridge Easement recorded February 25, 1958 in Official Records Volume 1469 at Page 505, Stanislaus County Records; thence along the southerly boundary of said Bridge Easement, South 69°01'10" West 10.69 feet to the northerly boundary of said Grant Deed recorded as Doc-2001-0120667-00; thence along the northerly boundary of said Grant Deed Doc-2001-0120667-00, also being the meander line of the Stanislaus River the following courses:

- 1) South 69°01'10" West 56.24 feet;
- 2) thence South 32°20'10" West 2.94 feet,

to the westerly boundary of the herein described temporary construction easement; thence southerly, along the westerly boundary of the herein described temporary construction easement, South 0°21'10" East 956.95 feet, to the southwest corner of the herein described temporary construction easement; thence along the southerly boundary of the herein described temporary construction easement, North 89°53'51" East 62.34 feet, to the said westerly boundary of the McHenry Avenue right of way as described in the Grant Deed to the County of Stanislaus, recorded October 8, 1957 in Official Records Book 1448 at Page 300, Stanislaus County Records; thence northerly, along the said westerly boundary of the McHenry Avenue right of way as described in said Grant Deed in Official Records Book 1448 at Page 300, the Deed to the County of Stanislaus filed on May 26, 1911 in Book 136 of Deeds at Page 503, Stanislaus

July 11, 2014

County Records and said Grant Deed to the County of Stanislaus, in Official Records Volume 1535 at Page 552, North 0°14'33" West 613.81 feet, to a point which bears North 89°37'16" East from the True Point of Beginning of herein described temporary construction easement; thence leaving the said westerly boundary of the McHenry Avenue right of way, South 89°37'16" West 30.62 feet, to the **TRUE POINT OF BEGINNING** of the herein described temporary construction easement, containing 1.19 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.

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.



07-11-2014

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

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

PROJECT SITE
 N2°50'46"W
 1554.59'
 #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'

NGS CONTROL POINT
 STAINLESS STEEL ROD
 IN SLEEVE "B1388"
 NORTHING: 2088678.37
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 1983. MULTIPLY GRID
 DISTANCES BY 1.00007155 TO
 OBTAIN GROUND DISTANCES

VICINITY
 MAP

K KJELSDEN 711 N. Pershing Avenue
S SINNOCK Stockton, CA 95203
N NEUDECK (209) 948-0266
 INC. 1355 Holyard Drive, Suite 180
 West Sacramento, CA 95891
 Civil Engineers (916) 403-5900
 and Land Surveyors www.kaninc.com

STANISLAUS COUNTY
 MCHENRY AVENUE IMPROVEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 APN 004-102-001-000

Design
 BAS
 Drawn
 CSM
 Check
 BAS

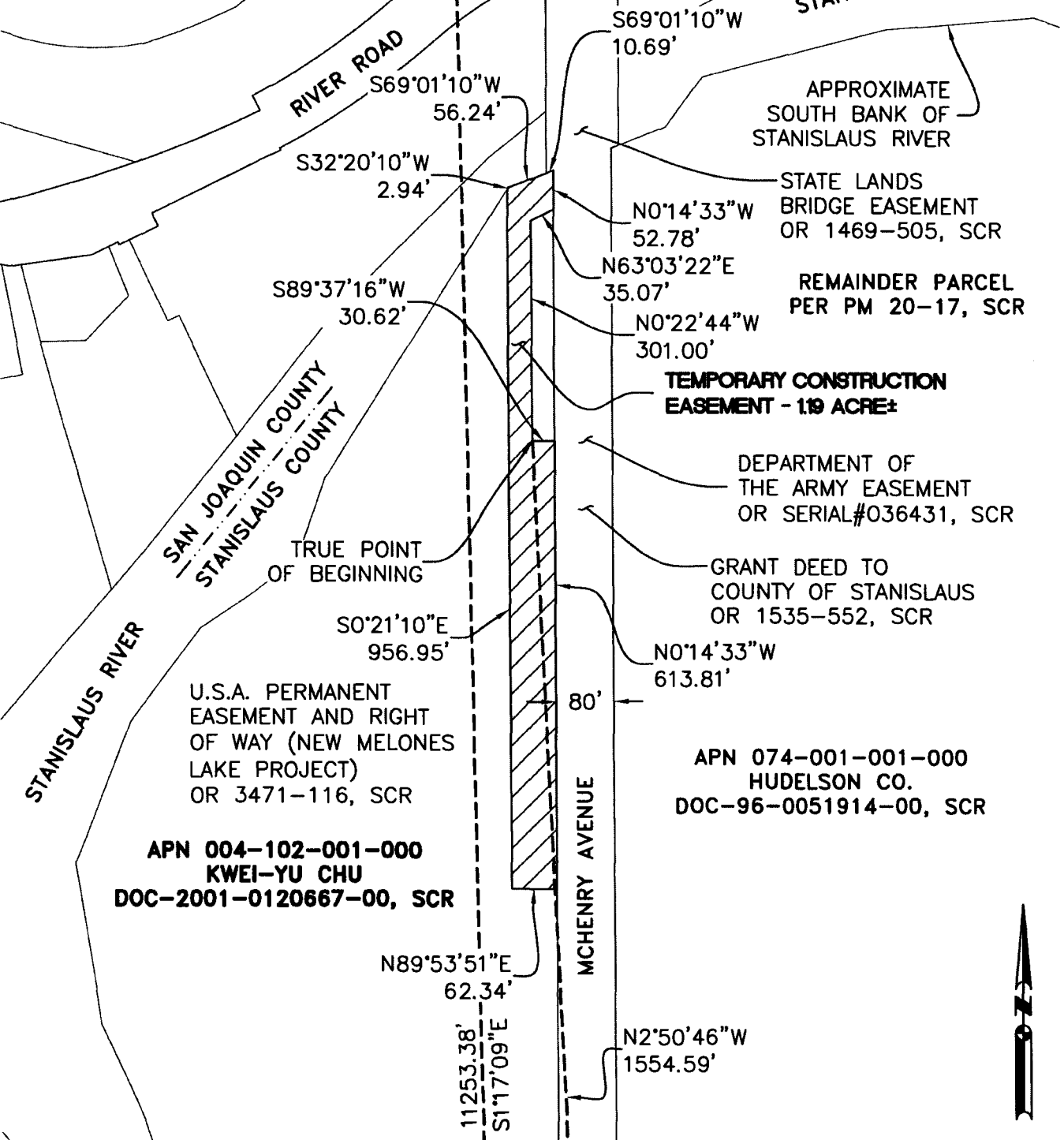
Scale
 1"=2000'
 Original Drawing Scale
 0 1/4" 1/2"

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

FILE SPEC: P:\2095_Mcherry_Avenue_Improvements\04_Survey\300_Boundary\preliminary\Facel_Geometry_Descriptions\Fackages\Kwei-Yu-Chu-TCE_Plat.dwg
 PLOT DATE: Jul 11, 2014 11:11am

EXHIBIT "B"

BEING A PORTION OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, STANISLAUS COUNTY, STATE OF CALIFORNIA.



FILE SPEC: P:\2095_MchHenry_Avenue_Improvements\04_Survey\300_Boundary\preliminary\Parcel_Geometry_Descriptions\Packages\kwei-yu-chu-TCE_Plot.dwg
 PLOT DATE: Jul 11, 2014, 2:40pm

K S N INC.
KJELDEN SINNOCK NEUDECK
 Civil Engineers and Land Surveyors
 711 N. Pershing Avenue
 Stockton, CA 95203
 (209) 946-0268
 1355 Halyard Drive, Suite 180
 West Sacramento, CA 95891
 (916) 403-5900
 www.ksninc.com

STANISLAUS COUNTY
MCHENRY AVENUE IMPROVEMENT
TEMPORARY CONSTRUCTION EASEMENT
APN 004-102-001-000

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

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



Project: McHenry Ave Bridge Seismic
Replacement Project
Grantor: Chu
APN.: 004-102-001

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the County of Stanislaus (County) and Kwei-Yu Chu, a married man who acquired title as Kwei-Yu Chu, an unmarried man (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 Diana Contreras, Old Republic Title Company, 3425 Brookside Road, Suite C, Stockton, CA and Phone 209-951-9460; Escrow No. 1211036378-DC.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property is \$13,846.00 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. Grantor(s) 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

Chu Page 2 of 4

The 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.

The Grantor 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) 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. TEMPORARY CONSTRUCTION EASEMENT

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the temporary construction easement area described in the documents delivered herewith, for construction purposes.

- (a) Where necessary, improvements in the temporary easement area will be removed by the Grantee. Such improvements will be reconstructed at Grantee's sole expense upon the termination of the temporary easement, or, if reconstruction is not feasible, Grantee will pay Grantor the value of such improvements, which payment shall be in addition to the purchase price for the Property set forth above.
- (b) Grantee will not cap the existing well located with the Temporary Construction Easement.
- (c) Grantor will have access to the well located within the temporary construction easement during the construction period.
- (d) All work performed by the Grantee in the temporary easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.
- (e) The temporary construction easement is for a period of 3 years. Said 3 year period shall begin upon thirty days written notice to Grantor by the Grantee. In the event Grantee occupies the Property beyond the specified time period, at the request of

Agreement for Purchase

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the Grantor, the Grantee shall make payment to Grantor for the additional time on the same per month basis of valuation for the first six months.

6. POSSESSION.

Grantor agrees that immediately upon approval of this agreement by County, the County may enter upon and take possession of the Property.

7. CONSTRUCTION CONTRACT WORK

Any fencing removed by Grantee during the construction will be replaced with like-kind fencing at the completion of construction.

8. 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 County law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination.

9. INDEMNIFICATION

The Grantee, for itself and its Representatives, to the maximum extent permitted by law, shall indemnify, hold harmless and defend (with counsel reasonably acceptable to The Grantor), The Grantor and each of its Representatives (collectively with The Grantor, the "The Owner Indemnified Parties") from and against any and all Claims suffered or incurred or otherwise asserted against any of the The Owner Indemnified Parties, if such Claims arise out of, or result from or are claimed to arise out of or result from, in whole or in part or are in any way connected with any of the following: (i) any breach of or failure of performance with respect to any covenant or agreement required to be performed by the Grantee under this Agreement, (ii) the inaccuracy or breach of any representation or warranty made by or on behalf of the Grantee under this Agreement, or (iii) any and all activities, operations and conduct of the Grantee or any the Grantee Representatives occurring with respect to the Property after the Closing; provided, however, that the foregoing indemnification shall not apply to any Claims if and to the extent such Claims arise out of a breach of or failure of performance with respect to any covenant or agreement required to be performed by the Grantee under this Agreement, the inaccuracy or breach of any representation or warranty made by or on behalf of the Grantee under this Agreement, or facts or other matters actually known to the Grantee prior to the Closing.

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ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON
THE APPROVAL OF THE COUNTY OF STANISLAUS.

IN WITNESS WHEREOF, the parties have executed this Agreement on June 9, 2015 as
follows:


COUNTY OF STANISLAUS



Terrance Withrow
Chairman of the Board of Supervisors

GRANTOR


Kwei-Yu Chu, a married man who acquired title
as Kwei-Yu Chu, an unmarried man

By: 

Kwei-Yu Chu

ATTEST:

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

By: 

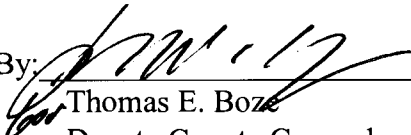
Patricia Gonzalez
Deputy Clerk

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