

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: March 1, 2016

SUBJECT:

Approval of an Agreement for Acquisition of Properties for the Santa Fe Avenue Over the Tuolumne River Bridge Replacement Project, Grantor: Vincent E. Lane, Trustee of The Vincent E. Lane and Billie J. Lane 1993 Revocable Living Trust, Assessor's Parcel Number: 009-020-015,016 (Portion)

BOARD ACTION AS FOLLOWS:

No.

2016-104

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

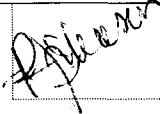
File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works
Urgent Routine

BOARD AGENDA #: _____ *C-2

AGENDA DATE: March 1, 2016



CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement for Acquisition of Properties for the Santa Fe Avenue Over the Tuolumne River Bridge Replacement Project, Grantor: Vincent E. Lane, Trustee of The Vincent E. Lane and Billie J. Lane 1993 Revocable Living Trust, Assessor's Parcel Number: 009-020-015,016 (Portion)

STAFF RECOMMENDATIONS:

1. Approve the purchase agreement for the acquisition of the properties for the Santa Fe Avenue over the Tuolumne River Bridge Replacement Project, Grantor: Vincent E. Lane, Trustee of The Vincent E. Lane and Billie J. Lane 1993 Revocable Living Trust, Assessor's Parcel Number: 009-020-015,016 (portion).
2. Authorize the Chairman of the Board to execute the Agreement for Acquisition of Properties.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Santa Fe Avenue Bridge over the Tuolumne River is a major north/south arterial road near Empire. The bridge is located approximately 1.0 miles south of State Route 132 and serves as a link between the Empire and the City of Hughson. The bridge serves approximately 10,000 vehicles per day with 10% of those vehicles being trucks.

The Santa Fe Avenue Bridge was built in 1947 and is currently rated by Caltrans as functionally obsolete. Additionally the bridge is deemed to be seismically deficient and therefore does not meet current seismic design standards. As a result Caltrans has determined that replacement of the bridge is a more feasible option than retrofitting the bridge to meet current seismic and geometric design standards.

The current structure is narrow having a width of only 24 feet curb to curb and allows for two travel lanes with no shoulder on either side. The proposed replacement structure will have two 12 feet travel lanes, with 8 feet shoulders, and a 12 feet center median lane to accommodate safe turning movements to and from existing driveways located at both ends of the bridge.

As a result of the Santa Fe Avenue bridge replacement project, the County will need to acquire portions of properties adjacent to the bridge to allow for the construction of the new bridge. The properties are located on Santa Fe Avenue just north-east of the existing Santa Fe Avenue Bridge, approximately 1.0 miles south of State Route 132. The property owner who owns two

Approval of an Agreement for Acquisition of Properties for the Santa Fe Avenue Over the Tuolumne River Bridge Replacement Project, Grantor: Vincent E. Lane, Trustee of The Vincent E. Lane and Billie J. Lane 1993 Revocable Living Trust, Assessor's Parcel Number: 009-020-015,016 (Portion)

of the parcels needed by the County has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owner:	Vincent E. Lane
Amount of Compensation:	\$15,900
Assessor's Parcel Number:	009-020-015, portion – 0.03 Acres (approximate)
Assessor's Parcel Number:	009-020-016, portion – 0.29 Acres (approximate)
Slope and Drainage Easement:	0.1995 Acres (approximate)
Temporary Construction Easement	0.1259 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, Dokken Engineering, who is contracted with the County for all-inclusive engineering and project delivery services.

Right of Way (ROW) acquisition is required from three parcels in order to construct the project. ROW is still being negotiated with the owner of one of the parcels.

Staff recommends that the Board approve the ROW acquisition and authorize the Chairman of the Board to execute the Agreement for Acquisition of Property.

POLICY ISSUE:

The Board of Supervisors' approval is necessary for all agreements for acquisition of property per Government Code section 6950.

FISCAL IMPACT:

The \$15,900 for the purchase of the ROW is funded by the Highway Bridge Program (HBP) and a local match (\$14,076 HBP; \$1,824 local match). Local match funding is available in the current fiscal year's Public Works Road Projects budget. The purchase is a component of the total Santa Fe Avenue Bridge Replacement Project cost of approximately \$10,000,000.

Cost of recommended action:		\$ 15,900
Source(s) of Funding:		
Highway Bridge Program (HBP)	\$ 14,076	
Department Fund Balance	\$ 1,824	
Funding Total:		<u>\$ 15,900</u>
Net Cost to County General Fund		<u><u>\$ -</u></u>

Fiscal Year:

2015/2016
No

Budget Adjustment/Appropriations needed:

Fund Balance as of 12/31/2015

Roads and Bridges	\$ 10,800,200
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BOARD OF SUPERVISORS' PRIORITY:

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 replacing a functionally obsolete and seismically deficient bridge in Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director Telephone: (209) 525-4153

ATTACHMENT(S):

1. Agreement for Acquisition of Property

Attachment 1
Agreement for Acquisition of Property

Project: Santa Fe Avenue Bridge
Replacement Project
Grantor: Lane
APN: 009-020-015,016

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Vincent E. Lane, as Successor Trustee of the Vincent E. Lane and Billie J. Lane 1993 Revocable Living 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 Old Republic Title Company, 1140 Scenic Drive #110, Suite 110, Modesto, CA 95350, at (209) 554-9549.

3. **PURCHASE PRICE AND TITLE.**

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

Permanent Slope and Drainage Easment 8,689 SF @ \$1.59/SF x 50%	\$ 6,907.76
Temporary Construction Easement 4,050 SF @ \$1.59/SF x 8% /12 months x 40	\$ 1,717.20
Temporary Construction Easement 1,436 SF @ \$7.49/SF x 8%/ 12 months x 30	\$ 2,151.13
Severance Damages	\$ 00.00
Improvements- Trees Benefits	\$ 5,000.00

Total (Rounded) \$ 15,900.00

County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Grantor shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Agreement for Purchase

Lane

Page 2 of 4

Good, marketable and insurable fee simple title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

Grantor agrees that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to be paid to the property owner. The County will notify the Grantor of any such claims prior to payment.

Grantor acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor waives any and all claims, including, but not limited to, claims for attorney fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor hereby agrees and consents to dismissal of said action. Grantor waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

4. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. POSSESSION.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements shall commence on March 15, 2016 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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.

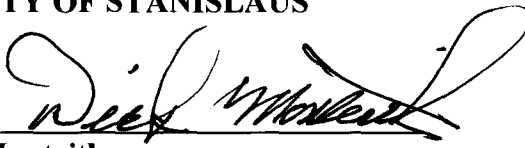
7. ENTIRE AGREEMENT.

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)

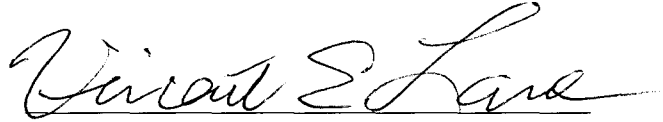
IN WITNESS WHEREOF, the parties have executed this Agreement on March 1, 2016 as follows:

COUNTY OF STANISLAUS



**Dick Monteith
Chairman of the Board of Supervisors**

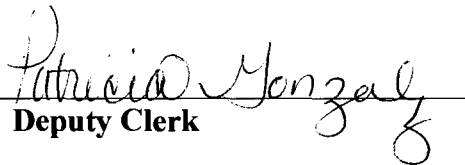
GRANTOR:




Vincent E. Lane, Successor Trustee

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: 
**Amanda DeHart
Deputy County Counsel**

EXHIBIT "A-1"

EXHIBIT 'A'

LEGAL DESCRIPTION

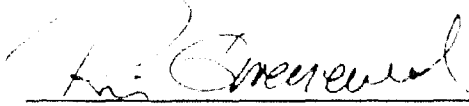
ALL that certain real property, being a portion of and situate in the Southwest quarter of Section 32, Township 3 South, Range 10 East, Mount Diablo Meridian, being more particularly described as follows:

COMMENCING at a point on the easterly right-of-way line of Santa Fe Avenue (variable width), said point of commencement being also the southwest corner of Parcel 'A', as shown on that certain map filed for record in Book 2 of Parcel Maps, at Page 64, Stanislaus County Records;

1. thence along said easterly right-of-way line the following two (2) courses:
 1. South $11^{\circ}28'32''$ East, a distance of 51.25 feet;
 2. North $78^{\circ}31'28''$ East, a distance of 30.00 feet to a point which is 80.00 feet distant at right angles from the centerline of Santa Fe Avenue, as said centerline is shown on County Survey nr. 1246, on file with the County Surveyor's Office, and the TRUE POINT OF BEGINNING;
2. thence leaving said easterly right-of-way line and proceeding South $53^{\circ}27'49''$ East, a distance of 71.75 feet to a point which is 128.00 feet distant at right angles from said centerline.
3. thence parallel with said centerline, South $11^{\circ}28'32''$ East, a distance of 119.43 feet;
4. thence South $23^{\circ}01'28''$ West, a distance of 84.75 feet to a point on the easterly line of the property conveyed to the County of Stanislaus by deed recorded December 14, 1946 in Volume 872 of Official Records, at Page 226 as Instrument No. 35723, Stanislaus County Records, last said point being 80.00 feet distant at right angles from aforementioned centerline;
6. thence along last said easterly line, parallel with said centerline North $11^{\circ}28'32''$ West, a distance of 242.60 feet to the Point of Beginning.

Containing 8,689 square feet (0.20 acres), more or less

Subject to all easements and/or rights-of-way of record.


Rien Groenewoud, P.L.S. 6946



1/6/15

EXHIBIT "A-2"

EXHIBIT 'A'
LEGAL DESCRIPTION


ALL that certain real property, being a portion of and situate in the Southwest quarter of Section 32, Township 3 South, Range 10 East, Mount Diablo Meridian, being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Santa Fe Avenue (100 feet wide), said Point of Beginning being also the southwest corner of Parcel 'A', as shown on the certain map filed for record in Book 2 of Parcel Maps, at Page 64, Stanislaus County Records;

1. thence along the southerly line of said Parcel 'A', North 75°23'31" East, a distance of 13.02 feet;
2. thence leaving said southerly line and proceeding parallel with said easterly right-of-way line, South 11°28'32" East, a distance of 25.78 feet;
3. thence North 78°31'26" East, a distance of 70.00 feet;
4. thence parallel with said easterly right-of-way line, South 11°28'32" East, a distance of 79.51 feet;
5. thence South 78°31'28" West, a distance of 5.00 feet to a point which is 128.00 feet distant at right angles from the centerline of Santa Fe Avenue, as said centerline is shown on County Survey nr. 1246, on file with the County Surveyor's Office;
6. thence North 53°27'49" West, a distance of 71.75 feet to a point on the easterly line of the property conveyed to the County of Stanislaus by deed recorded December 14, 1946 in Volume 872 of Official Records, at Page 226 as Instrument No. 35723, Stanislaus County Records;
7. thence along last said easterly right-of-way line, parallel with said centerline the following two (2) courses:
 1. South 78°31'28" West, a distance of 30.00 feet;
 2. North 11°28'32" West, a distance of 51.25 feet to the Point of Beginning.

Containing 4,050 square feet (0.09 acres), more or less

Subject to all easements and/or rights-of-way of record.


Rien Groenewoud, P.L.S. 6946



12/23/14

EXHIBIT "A-3"

EXHIBIT 'A'
LEGAL DESCRIPTION

ALL that certain real property, being a portion of Parcel 'A', as shown in Book 2 of Parcel Maps, at Page 64, Stanislaus County Records, and situate in the Southwest quarter of Section 32, Township 3 South, Range 10 East, Mount Diablo Meridian, being more particularly described as follows:


A strip of land, the westerly line of which is coincident with the easterly right-of-way line of Santa Fe Avenue (100' wide), described as follows:

The West 10.00 feet of said Parcel 'A'.

The sidelines of said strip to be lengthened or shortened to terminate at the northerly and southerly boundary lines of said Parcel 'A'.

Containing 1,436 square feet (0.03 acres), more or less

Subject to all easements and/or rights-of-way of record.



Rien Groenewoud, P.L.S. 6946



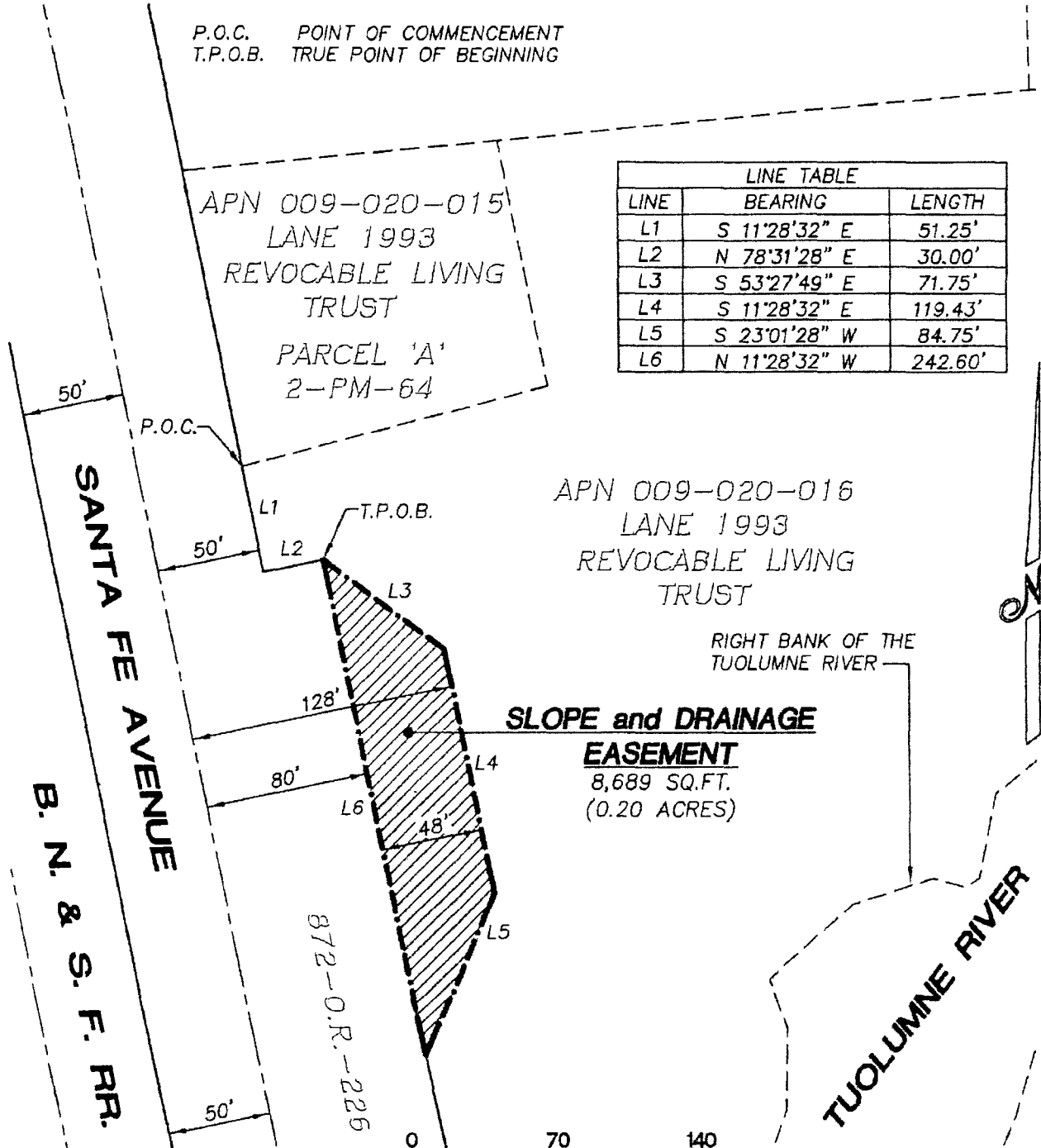
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EXHIBIT "B-1"

P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING

APN 009-020-015
LANE 1993
REVOCABLE LIVING
TRUST
PARCEL 'A'
2-PM-64

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 11°28'32" E	51.25'
L2	N 78°31'28" E	30.00'
L3	S 53°27'49" E	71.75'
L4	S 11°28'32" E	119.43'
L5	S 23°01'28" W	84.75'
L6	N 11°28'32" W	242.60'



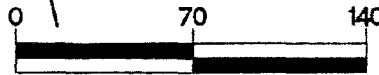
APN 009-020-016
LANE 1993
REVOCABLE LIVING
TRUST

RIGHT BANK OF THE
TUOLUMNE RIVER

**SLOPE and DRAINAGE
EASEMENT**
8,689 SQ.FT.
(0.20 ACRES)

SANTA FE AVENUE
B. N. & S. F. RR.

872-0.R.-226



SCALE: 1" = 70'

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North Star
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT 'B'

THE VINCENT E. LANE and BILLY J. LANE
1993 REVOCABLE LIVING TRUST

STANISLAUS COUNTY

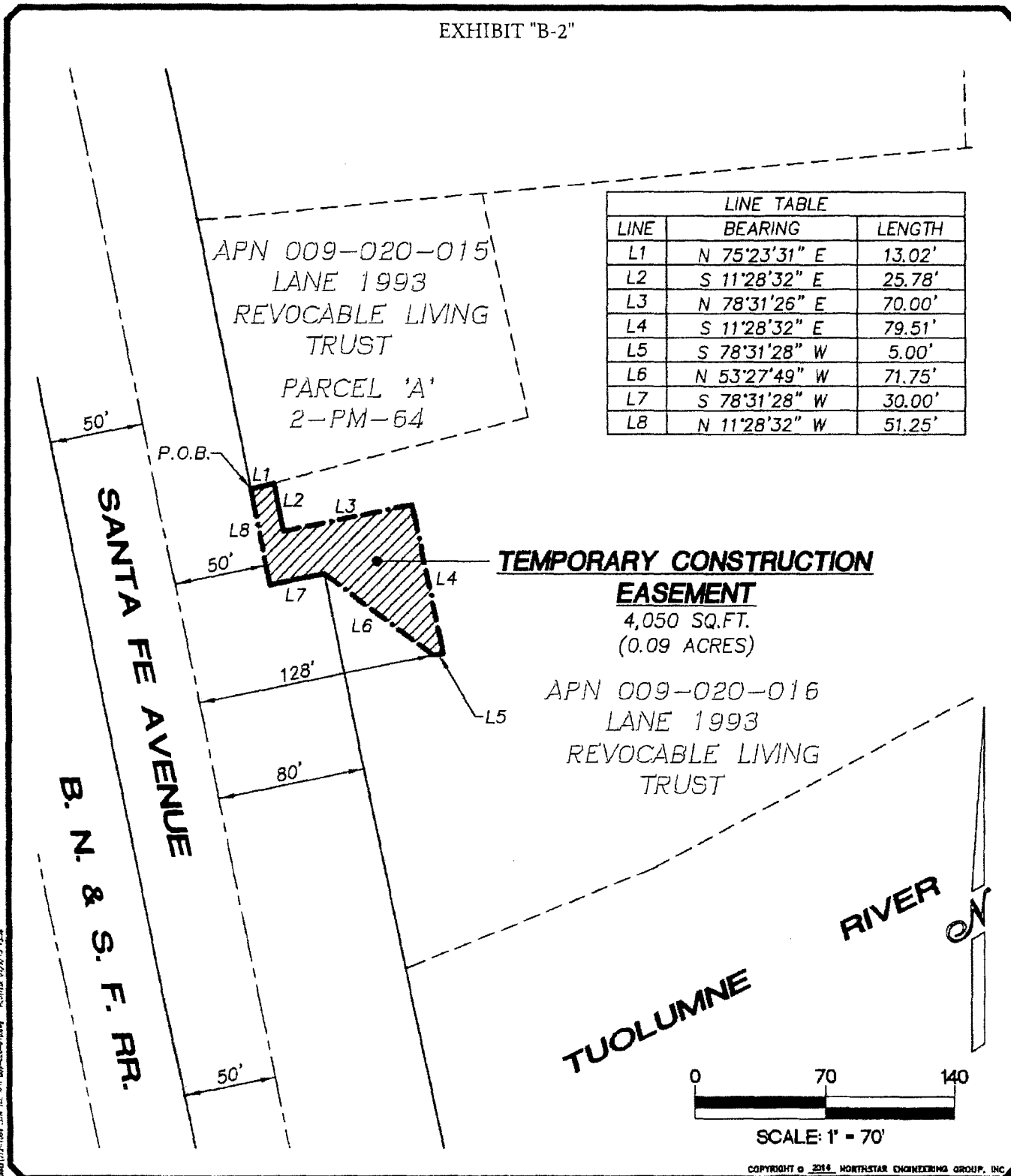
CALIFORNIA

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DESIGN	RG
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EXHIBIT "B-2"



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 75°23'31" E	13.02'
L2	S 11°28'32" E	25.78'
L3	N 78°31'26" E	70.00'
L4	S 11°28'32" E	79.51'
L5	S 78°31'28" W	5.00'
L6	N 53°27'49" W	71.75'
L7	S 78°31'28" W	30.00'
L8	N 11°28'32" W	51.25'

**TEMPORARY CONSTRUCTION
EASEMENT**
4,050 SQ.FT.
(0.09 ACRES)

APN 009-020-016
LANE 1993
REVOCABLE LIVING
TRUST

SANTA FE AVENUE

B. N. & S. F. RR.

TUOLUMNE RIVER



SCALE: 1" = 70'

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**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT 'B'

THE VINCENT E. LANE and BILLY J. LANE
1993 REVOCABLE LIVING TRUST

STANISLAUS COUNTY

CALIFORNIA

JOB: J12-1084
DATE: 12/16/14
SCALE: 1"=70'
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DESIGN: RG
CHK'D: KH

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EXHIBIT "B-3"

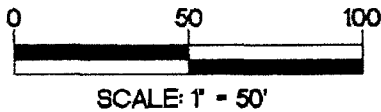
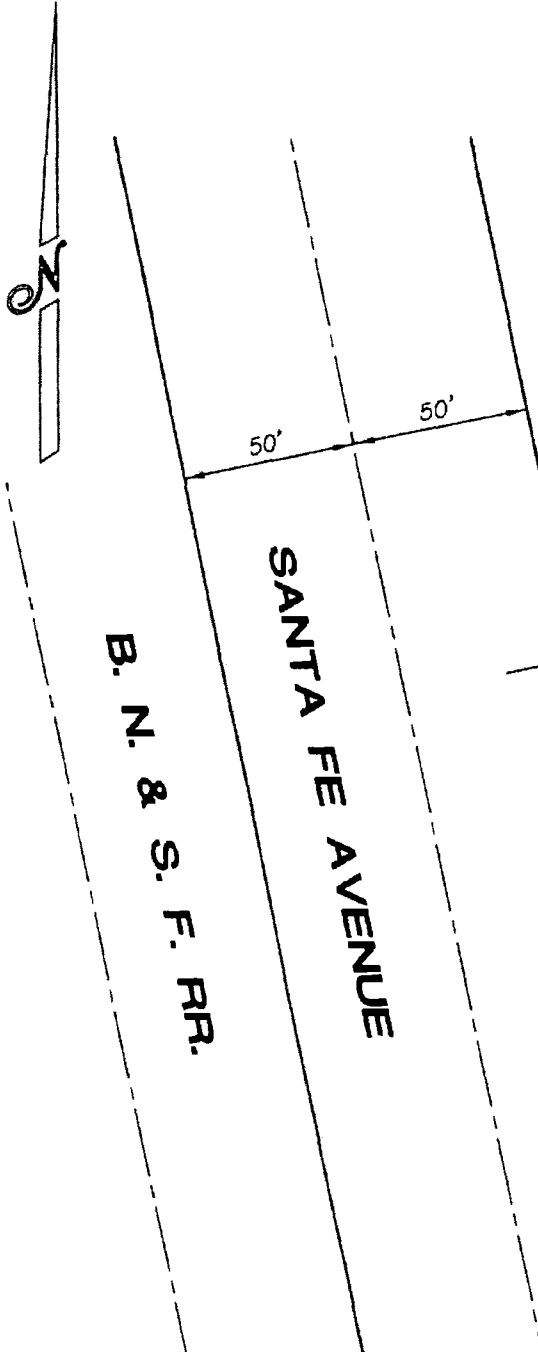
A.P.N. 009-020-011
McINTOSH 2000 FAMILY TRUST

**TEMPORARY CONSTRUCTION
EASEMENT**

1,436 SQ.FT.
(0.03 ACRES)

PARCEL 'A'
2-PM-64

A.P.N. 009-020-015
LANE 1993
REVOCABLE LIVING
TRUST



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**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT 'B'

THE VINCENT E. LANE and BILLY J. LANE
1993 REVOCABLE LIVING TRUST
STANISLAUS COUNTY CALIFORNIA

JOB:	J12-1084
DATE:	12/12/14
SCALE:	1" = 50'
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