

BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA:5.C.3
AGENDA DATE: October 9, 2018

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road Over San Joaquin River Bridge Replacement Project, Grantors: Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust 02/07/11, as Amended, and Philip C. De Pauw, Trustee of P. C. De Pauw Trust 09/27/10, as Amended

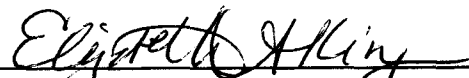
BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0511

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:



ELIZABETH A. KING, Clerk of the Board of Supervisors

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

DEPT: Public Works

BOARD AGENDA:5.C.3
AGENDA DATE: October 9, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Crows Landing Road Over San Joaquin River Bridge Replacement Project, Grantors: Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust 02/07/11, as Amended, and Philip C. De Pauw, Trustee of P. C. De Pauw Trust 09/27/10, as Amended

STAFF RECOMMENDATION:

1. Approve the Agreement for Acquisition of Property for the Crows Landing Road over San Joaquin River Bridge Replacement Project, Grantors: Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust 02/07/11, as amended, and Philip C. De Pauw, Trustee of P. C. De Pauw Trust 09/27/10, as amended, Assessor's Parcel Number (APN) 049-003-010 (partial).
2. Authorize the Chairman of the Board to execute the Agreement for Acquisition of Property.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

On April 22, 1997, the Board of Supervisors' Resolution No. 97-303, declared the Crows Landing Road bridge as one of three bridges that provide critical links within Stanislaus County for emergency access and must remain open at all times. The three bridges are McHenry Bridge over the Stanislaus River, Crows Landing Road Bridge over the San Joaquin River, and the 9th Street Bridge over the Tuolumne River. The 9th Street Bridge replacement project has been completed and the McHenry Bridge project is under construction, with San Joaquin County as the lead agency. The McHenry Bridge project should be completed in 2019.

In March 2008, Public Works Department staff requested the California Department of Transportation (Caltrans) to re-program this important bridge in Stanislaus County to complete the project design. Department staff and NV5, Inc. worked with Caltrans Local Assistance - Structures for a year to develop the final seismic strategy. The outcome was to replace the 61-year-old bridge. This bridge was built in 1949 and consists of a steel stringer and steel plate girder superstructure on reinforced concrete pier walls 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 February 2018 and Federal Highway Administration's (FHWA) 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 purpose of this project is to remove the existing structurally deficient structure and replace it with a new bridge designed to current structural and geometric standards, while minimizing adverse impacts to the San Joaquin River and the surrounding riparian area.

The project is funded primarily by the Federal Highway Bridge Program (HBP) administered by the Federal Highway Administration (FHWA) through Caltrans Local Assistance. The replacement bridge will meet current applicable County, American Association of State Highway and Transportation Officials (AASHTO), and Caltrans design criteria and standards.

Stanislaus County is the lead agency on the project and responsible for all right-of-way acquisitions needed for the construction of this project. The property being acquired is located west of the San Joaquin River and north of Crows Landing Road. The property owner who owns the land 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: Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R&S De Pauw Trust 02/07/11, as amended, and Philip C. De Pauw, Trustee of P. C. De Pauw Trust 09/27/10, as amended.

Amount of Compensation: \$35,000

Assessor's Parcel Number: 049-003-010 (partial)

Right-of-Way Acquisition Area: 3.721 +/- Acres Temporary Construction Easement

The amount of compensation has been determined to be within the range of just compensation by the consultant, Overland, Pacific and Cutler, LLC, who is contracted with the County for right of way acquisition services.

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

Construction of this project is scheduled to begin in the summer of 2019.

POLICY ISSUE:

The Board of Supervisors is authorized to enter into this agreements for acquisition of property under Streets and Highways code section 943 and Government code section 7267 et seq.

FISCAL IMPACT:

The \$37,200 needed for the purchase of this right-of-way is funded by Federal Highway Bridge Programs and consists of \$35,000 for the acquisition of property and \$2,200 for estimated title insurance and escrow fees. Funding is included in the Fiscal Year 2018-2019 Adopted Final Public Works Road Projects Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by replacing a structurally deficient bridge that is declared a critical link within Stanislaus County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David Leamon, Interim Public Works Director

Telephone: (209) 525-4151

ATTACHMENT(S):

1. Agreement for Acquisition of Property - De Pauw
2. Road Deed - De Pauw

Project: Crows Landing Road at Carpenter
Road Bridge Replacement Project
Grantors: Ronald K. De Pauw and Susan A.
De Pauw, Trustees of The R & S De
Pauw Trust 02/07/11, as amended, and
Philip C. De Pauw, Trustee of The P. C.
De Pauw Trust 09/2710, as amended
APN: 049-003-010

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, as to an undivided 50% interest, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended, as to an undivided 50% interest** (Grantors). This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantors agree to sell to County, and County agrees to purchase from Grantors, on the terms and conditions set forth in this Agreement, the real property interest described in Exhibits A and B, attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS.

All documents necessary for the transfer of the Property shall be executed and delivered by Grantors to the County's designated Acquisition Agent.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property is the Purchase Price of **THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)** as consideration in full for the real property interest being conveyed in the referenced Deed.

Without the use of an escrow, 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.

Title insurance is not required;

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

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

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

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

4. IMPROVEMENTS PURCHASED AND COST TO CURE.

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed.

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantors for the expense of performing the following work: **None**.

If Grantors fail to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantors release County from any liability and/or claims to compensation related to said removal.

Restoration of the property shall occur only within the temporary construction easement area within the Property. County shall generally restore the temporary construction easement area to the condition that existed prior to County's project construction, to the extent reasonably practical.

5. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed(s) 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.

6. TEMPORARY CONSTRUCTION EASEMENT.

It is mutually agreed and understood by the Grantors and by County the Temporary Construction Easement shall commence on receipt of payment and shall continue for a period of three (3) years or completion of construction whichever occurs first.

7. PERMISSION TO ENTER.

Upon Grantor's signatures of this Agreement, Grantors hereby grant to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantors, should there be no escrow. Entry shall be only for the preparation of construction of the County's facilities and environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

8. POSSESSION.

Grantors agree that after the County's acceptance of the Agreement and Deed, and the date in which the check is mailed from the County to the Grantors, and the Deed is recorded shall constitute the date of possession in which the County may enter upon and take possession of the Property.

9. LEASE INDEMNIFICATION.

Grantors warrant there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantors agree to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantors for a period exceeding one month.

10. HAZARDOUS WASTE MATERIAL.

The Grantors hereby represent and warrant that during the period of Grantor's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantors further represent and warrant that Grantors have no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantors taking title to the Property.

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

11. 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 Grantors.

12. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

(INTENTIONALLY LEFT BLANK)

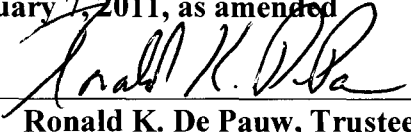
IN WITNESS WHEREOF, the parties have executed this Agreement on 10/9/2018 as follows:

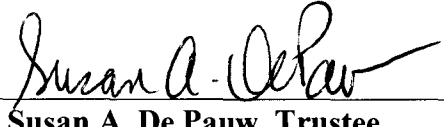
COUNTY OF STANISLAUS

By: 
Jim DeMartini
Chairman of the Board of Supervisors

GRANTORS:


**The R & S De Pauw Trust dated
February 7, 2011, as amended**

By: 
Ronald K. De Pauw, Trustee

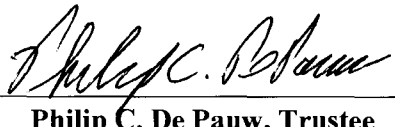
By: 
Susan A. De Pauw, Trustee

ATTEST:

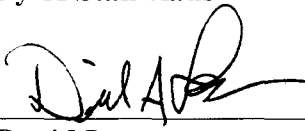
Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By: 
Deputy Clerk

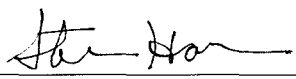
**The P. C. De Pauw Trust
September 27, 2010, as amended**

By: 
Philip C. De Pauw, Trustee

**APPROVED AS TO CONTENT:
County of Stanislaus**

By: 
David Leamon
Interim Director of Public Works

RECOMMENDED FOR APPROVAL:

By: 
Steven Harris
Right of Way Agent

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

By: 
Amanda DeHart
Deputy County Counsel

No Obligations Other Than Those Set Forth Herein Will Be Recognized



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2018-0075506-00

Tuesday, OCT 30, 2018 13:02:14
Ttl Pd \$0.00 Rcpt # 0004194372
OLD/R2/1-7

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 Road at
Carpenter Road Bridge
APN: 049-003-010

TEMPORARY CONSTRUCTION EASEMENT

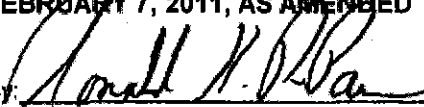
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended,

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"

THE R & S DE PAUW TRUST DATED
FEBRUARY 7, 2011, AS AMENDED

By: 
Ronald K. De Pauw, Trustee

By: 
Susan A. De Pauw, Trustee

THE P. C. DE PAUW TRUST DATED
SEPTEMBER 27, 2010, AS AMENDED

By: 
Philip C. De Pauw, Trustee

Dated: Sept. 4, 2018



APPROVED as to description: S.A. Dated: 10/10/2018

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 9-1-18 From **Ronald K. De Pauw and Susan A. De Pauw, Trustees of The R & S De Pauw Trust dated February 7, 2011, as amended, and Philip C. De Pauw, Trustee of The P. C. De Pauw Trust dated September 27, 2010, as amended,** to County of Stanislaus, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

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.

Department of Public Works of Stanislaus County, State of California

By: 
David A. Leamon, Director of Public Works

Dated: 10/29/18

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF Stanislaus)

On Sept. 4, 2018 before me, Cristina Ussery, Notary

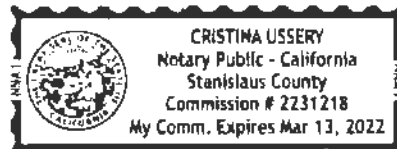
Public, personally appeared Ronald K. DePauw and Susan A.

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

ACKNOWLEDGEMENT

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)

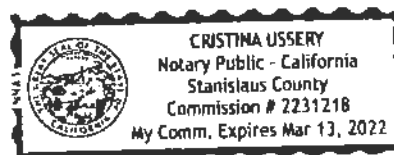
On Sept. 4, 2018 before me, Cristina Ussey, Notary
Public, personally appeared Philip C. DePauw

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

Exhibit "A"
Legal Description
Temporary Construction and Staging Easement
APN 049-003-010

Being a portion of Parcel 2 of the Grant Deed recorded as document number 2014-0078962 official records of Stanislaus County, being more particularly described as follows:

Commencing at a found monument in the centerline of Crows Landing Road as said centerline is shown on Stanislaus County Map #1657, said monument being located at the southerly terminus of the centerline course bearing North 11°07'21" East and having a grid distance of 598.46 feet;

Thence along said centerline North 11°07'21" East, 167.95 feet;

Thence leaving said centerline, North 78°52'39" West 98.41 feet to the **Point of Beginning**;

Thence from said **Point of Beginning**, North 37°50'46" West, 373.23 feet;

Thence North 52°24'49" East, 252.54 feet;

Thence North 45°28'00" West, 31.60 feet;

Thence along the arc of a non-tangent curve concave southeasterly having a radius of 1491.00 feet from a radial that bears North 79°05'47" West, through a central angle of 29°14'28", for a distance of 760.93 feet;

Thence North 40°08'34" East, 262.33 feet to a point on the northerly line of said Grant Deed;

Thence along said northerly line, South 54°02'49" East, 86.48 feet to a most northeasterly corner of said Grant Deed;

Thence along the easterly line of said Grant Deed, South 37°22'53" West, 167.84 feet;

Thence South 34°26'23" West, 57.00 feet;

Thence leaving said easterly line, South 40°08'34" West 44.28 feet;

Thence along the arc of a non-tangent curve concave southeasterly having a radius of 1391.00 feet from a radial that bears North 49°51'20" West, through a central angle of 35°14'51", for a distance of 855.72 feet;

Thence South 04°53'50" West, 269.54 feet;

Thence along the arc of a curve concave westerly having a radius of 1908.96 feet, through a central angle of 01°10'42", for a distance of 39.26 feet to the **Point of Beginning**.

Said parcel contains ±3.721 acres more or less.

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

END DESCRIPTION

This legal description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.

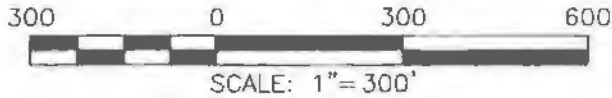


William M. Koch
Professional Land Surveyor
California No. 8092





Date



TEMPORARY CONSTRUCTION AND STAGING EASEMENT
AREA=±3.721 ACRES

R=1491.00'
Δ=29°14'28"
L=760.93'

R & S DEPAUW TRUST & P.
C DE PAUW TRUST
APN 049-003-010
PARCEL 2
(2014-0078962)

N45°28'00"W 31.60'

N52°24'49"E 252.54'

N37°50'46"W
373.23'

POINT OF BEGINNING

N78°52'39"W 98.41'
N11°07'21"E 167.95'

POINT OF COMMENCEMENT
MONUMENT IN WELL
(COUNTY MAP 1657)

R & S DEPAUW TRUST &
P. C. DE PAUW TRUST
APN 049-003-011
PARCEL 1
(2014-0078962)

SAN JOAQUIN RIVER

CROWS LANDING ROAD

LINE TABLE

L1	N40°08'34"E	262.33'
L2	S54°02'49"E	86.48'
L3	S37°22'53"W	167.84'
L4	S34°26'23"W	57.00'
L5	S40°08'34"W	44.28'
L6	S04°53'50"W	51.80'

N|V|5

NOLTE VERTICAL FIVE
NOLTE ASSOCIATES, INC.

2525 NATOMAS PARK DRIVE, STE. 300, SACRAMENTO, CA. 95833
916.641.9100 TEL 916.641.9222 FAX WWW.NV5.COM

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
CROWS LANDING ROAD

SHEET NUMBER

1

OF 1 SHEETS

PREPARED FOR: COUNTY OF STANISLAUS

DATE: AUGUST 2018

JOB NUMBER
SAB044100