EL DORADO COUNTY BOARD OF SUPERVISORS AGENDA ITEM TRANSMITTAL Meeting of October 17, 2006

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AGENDA TITLE: Caltrans US Hwy. 50 Placerville Operational Improvements Project: Approval of Right of Way Contract 32545, Grant Deed, Utility Easement, and Temporary Easement with the State of California-Department of Transportation						
DEPARTMENT: Transportation // DEPT SIGNOFF: CAO USE ONLY:						
CONTACT: Pete Feild /						
DATE: 9/26/2006 PHONE: 7666 /5972	1. DW. for How 10/4/06					
DEPARTMENT SUMMARY AND REQUESTED BO	Jacun Len					
The Department of Transportation recommends the Board of S						
 Approve the Right of Way Contract 32545 with the State of California affecting a portion of Assessor's Parcel Number 01-221-10 owned in fee by the County. Authorize the Chairman to sign the Right of Way Contract 32545, in duplicate, along with the Grant Deed, Utility Easement, and Temporary Easement associated with Contract 32545. Authorize the Director of the Department of Transportation or his designee to execute escrow instructions and any other related escrow documents pertaining to this transaction. 						
CAO RECOMMENDATIONS: Recommend approval Lucere D. Hel 10/5/06						
Financial impact? (X) Yes () No	Funding Source: (X) Gen Fund () Other					
BUDGET SUMMARY:	Other: Unanticipated Revenue					
Total Est. Cost \$0	CAO Office Use Only:					
Funding	4/5's Vote Required (1) Yes () No					
Budgeted \$0	Change in Policy () Yes (7 No					
New Funding \$21,762.66	New Personnel () Yes () No					
Savings	CONCURRENCES:					
Other	Risk Management <u>N/A</u>					
Total Funding \$0	County Counsel					
Change in Net County Cost \$0	Other					
*Explain Unanticipated revenue to Dept 15	No plans to appropriate at this time.					
BOARD ACTIONS:						
Vote: Unanimous Or	I hereby certify that this is a true and correct copy of					
Ayes: Ayes: Board of Supervisors						
Noes: Date:						
Abstentions:						
Absent: Attest: Cindy Keck, Board of Supervisors Clerk						
Rev. 04/05	By:					

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Contract #: 06-1117

Item Submitted: Bedford Ave US 50 Improvement Project/Caltrans/ Project # GFBedford

Right of Way Contract 32545

CONTRACT ROUTING SHEET

Resubmittal

PROCESSING DEI		CONTRA	ACTOR:
Department:	Transportation	Name:	State of California Caltrans
Dept. Contact:	Pete Feild, R/W Manager 621-7666	3 3/24/06	Jeff Phipps
Phone:	621-7666	Address:	P.O. Box 911
Department Head	$1 \rightarrow 1$		Marysville, CA 95901
Signature:	In det	Phone:	1-530-740-4801
	982	Slop	0.0
CONTRACTING DI	EPARTMENT: Transpor	tation	N 0
Compliance with Hu	uman Resources requiremen	nts? Yes:	No: X
Compliance verified	d by:		<u> </u>
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		Date: 9/5/2	
Approved:	Disapproved:	Date: 9/1/2/	6 By: Jush Bod
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COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



MAINTENANCE DIVISION: 2441 Headington Road Placerville CA 95667 Phone: (530) 642-4909

Fax: (530) 642-9238

RICHARD W. SHEPARD P.E. Director of Transportation

Internet Web Site: http://co.el-dorado.ca.us/dot MAIN OFFICE: 2850 Fairlane Court Placerville CA 95667 Phone: (530) 621-5900 Fax: (530) 626-0387



September 27, 2006

Board of Supervisors 330 Fair Lane Placerville, CA 95667

Subject:Caltrans US Hwy. 50 Placerville Operational Improvements Project:Approval of Right of Way Contract 32545, Grant Deed, Utility Easement, and Temporary
Easement with the State of California-Department of Transportation

Meeting Date:October 17, 2006District/Supervisor:District 3 / Jack Sweeney

Dear Members of the Board:

Recommendations:

The Department of Transportation recommends the Board of Supervisors:

- 1. Approve the Right of Way Contract 32545 with the State of California affecting a portion of Assessor's Parcel Number 01-221-10 owned in fee by the County.
- 2. Authorize the Chairman to sign the Right of Way Contract 32545, in duplicate, along with the Grant Deed, Utility Easement, and Temporary Easement associated with Contract 32545.
- 3. Authorize the Director of the Department of Transportation or his designee to execute escrow instructions and any other related escrow documents pertaining to this transaction.

Background:

As part of the US Hwy. 50 Placerville Operational Improvements Project, it is necessary for the State to obtain a portion of the subject property for the purpose of constructing a portion of State Highway Route 50. The subject property is located at the corner of Bedford Street and Main Street (Vicinity Map attached).

On June 28, 2005, the Board authorized and signed an Agreement for Possession and Use to allow negotiations for the specific right of way and utility agreements necessary for the construction project. The State has since provided the attached Right of Way Contract 32545 along with the associated Grant Deed, Utility Easement, and Temporary Easement.

Reasons for Recommendation(s):

The portion of the subject property to be acquired is necessary for the purpose of constructing a portion of State Highway Route 50. Negotiations have been completed with the State regarding the necessary land rights required for the project; the State has offered the purchase prices established by the State's sales comparison appraisal.

Caltrans US Hwy. 50 Placerville Operational Improvements Project: Approval of Right of Way Contract 32545, Grant Deed, Utility Easement, and Temporary Easement with the State of California-Department of Transportation

The purchase price for the following parcels depicted on the attached Right of Way Map Exhibit A are as follows:

- 1. State Parcel Identification Number 32545-1, partial fee acquisition of 32 square feet of land is \$700.00 (Seven-Hundred Dollars).
- 2. State Parcel Identification Number 32545-2, for a Utility Easement of 1507 square feet is \$17,200.00 (Seventeen-Thousand Two-Hundred Dollars).
- 3. State Parcel Identification Number 32545-3, for a temporary construction easement of 2777 square feet is \$3,193.55 (Three-Thousand One-Hundred Dollars).

The total acquisition purchase price offer, including interest of \$762.66 (Seven-Hundred Sixty-Two Dollars and Sixty-Six Cents) is **\$21,762.66 (Twenty-One Thousand Seven-Hundred Sixty-Two Dollars and Sixty-Six Cents, exactly).**

Fiscal Impact:

The amount of \$21,762.66 would be placed into the General Fund, Department 15, as Unanticipated Revenue. All funds necessary to close the escrow are paid by the State.

Net County Cost:

There is no net County cost associated with this agenda item.

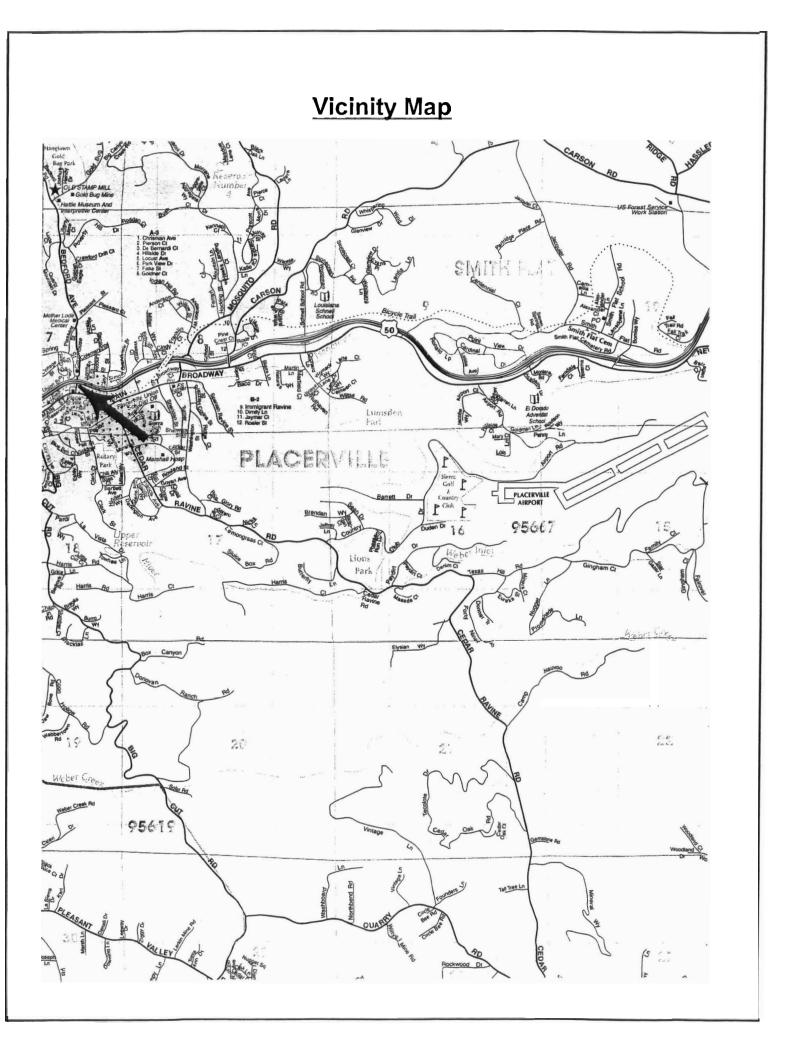
Action to be Taken Following Approval:

- 1. Chairman of the Board to execute the Right of Way Contract 32545, Grant Deed, Utility Easement, and Temporary Easement with the State of California-Department of Transportation for the States acquisition of the necessary land rights.
- 2. Clerk of the Board to return the Right of Way Contract 32545, Grant Deed, Utility Easement, and Temporary Easement in duplicate to the Department of Transportation's Right of Way Unit for transmittal to the State.
- 3. Director of Transportation or his designee to sign any escrow instructions and any related escrow documents pertaining to this transaction.
- 4. An original fully executed Right of Way Contract by the State shall be returned to the Clerk of the Board for its files.

Sincerely.

Richard W. Shepard P.E. Director of Transportation

Attachment: Vicinity Map Right of Way Contract 32545 Grant Deed Utility Easement Temporary Easement



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **RIGHT OF WAY CONTRACT - STATE HIGHWAY** RW 8-3 (Rev. 6/95)

		APN: 001-221-10						
District	County	Route	P.M. (KP)	E. A.	Program	Fed. Ref.	Name	Parcel
03	ED	50	16.7/18.1	3555U2	N/A	N/A	County of El Dorado	32545-1,2,3
			California					

.2006

Grantor: County of El Dorado

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Documents No. 032545-1 in the form of Grant Deed to the State of California, and Document No. 032545-3 in the form of Temporary Construction Easements, particularly described in the above instruments and this Document No. 032545-2 in the form of a Utility Easement, and covering the property as delineated on the attached map identified as Exhibit "A", have been executed and delivered to JEFF B. PHIPPS, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- 1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - Grantee requires said property described in Document Nos. 032545-1,2,3 for State highway (B) purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.
 - (C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- 2. The State shall:
 - (A) Pay the undersigned grantor(s) the sum of \$21,762.66 (\$21,000.00 Fee + \$762.66 interest on Agreement for Possession and Use signed June 28, 2005) for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the abovereferenced document.

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees, and interest due pursuant to the terms and conditions as stated in the Agreement for Possession and Use, dated June 28, 2005 between the State of California Department Transportation and the County of El Dorado, and if title insurance is described by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through an escrow with Placer Title Company, Escrow No. 14152101-RC.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- 3. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
- 4. 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 State, including the right to remove and dispose of improvements, shall commence on June 28, 2005, the date of execution of the Agreement for Possession Use referenced herein, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
- 5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. Grantor acknowledges that a quit claim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deeds are to be provided to Title by Grantor, prior to the close of escrow.
- 6. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish grantee(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
- 7. Permission is hereby granted the State or its authorized agent to enter upon grantor(s) land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction and/or temporary utility easement.
- 8. These Temporary Easements shall terminate on September 30, 2008, or upon completion of the project known as 03 ED 50, whichever occurs earlier.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

- 9. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
- 10. It is understood and agreed that funding for this transaction may not be budgeted by the legislature. The close of escrow may be delayed until funds are budgeted. In the events funds are not budgeted by July 1, 2006 this agreement may be cancelled by Grantors by giving written notice to Caltrans, and all documents will be returned to the Grantors.
- 11. It is understood and agreed between the parties hereto that payment in Clause 2(A) hereinabove includes, but is not limited to, full payment for all rights granted within said Utility Easement Deed, referred to hereinabove as Document No. 32545-2, in favor of City of Placerville.

It is further understood and agreed said Utility Easement Deed, includes but is not limited to, the utility company's right of ingress and egress therefrom said easement, over and across grantor's property; and the utility company's right to trim, cut down, and clear away or otherwise control any trees or brush within 15 feet of the centerline of the utility company's pole line or within 15 feet of said described easement, whenever considered necessary.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CONTRACT SIGNATURE PAGE

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

County of El Dorado

DATE:

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By

JEFF B. PHIPPS Right of Way Agent

By

GREG LUNDBLAD Chief, Acquisition Branch Marysville By

DEBBIE H. MORENO Right of Way Manager Marysville

No Obligation Other Than Those Set Forth Herein Will Be Recognized

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GRANT DEED

District	County	Route	Post	Number
03	ED	50	Kilometer 28.8	032545-1

_____does hereby GRANT to the STATE OF CALIFORNIA all that real property in the ____City of Placerville

____County of ____El Dorado ______, State of California, described as:

SEE EXHIBIT "A" ATTACHED

EXHIBIT "A"

All that portion of real property of Lot 1, Block 38 as per the Official Map and Survey of City of Placerville, Records of El Dorado County, State of California, described as follows:

Beginning at the Southeasterly terminus of a course described in Parcel No. 3 of a document recorded May 20, 1959 in Book 467 at page 514 in said County (record South27°39'51"East 43.83 feet); thence S28°12'36"E, 3.936 meters; thence N04°04'34"E, 2.969 meters; thence N76°13'29"W, 2.133 meters to the Point of Beginning.

Together with all underlying fee interest, if any, contiguous to the above-described parcel in and to the existing State Route 50 and or Bedford Avenue.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to State Route 50.

The Basis of Bearings for this description is on the California Coordinate System of 1983 Zone 2. Distances are in meters unless otherwise noted. Multiply distances by 1.00015 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Professional Land Surve

GIONAL LAND PROFER ROBERT BARGSTEN Name 6143 Number 06-30-07 Exp. Date

Date _ 9/19/06

Number	
032545-1	

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, This		, 20
		Ву,
		Ву,
		1
STATE OF CALIFORNIA County of	} ss	PERSONAL ACKNOWLEDGMENT
On this the day of	20 , before me	Name, Title of Officer-E.G., "Jane Doe, Notary Public"
personally appeared		ne(s) of Signer(s)
personally known to me proved to me on the basis of satisfactory evide		
	ty(ies), and that by	nstrument and acknowledged to me that he/she/they executed the his/her/their signature(s) on the instrument the person(s), or the entity
WITNESS my hand and official seal.		
(Notary Public's signature in and for said County	y and State)	(for notary seal or stamp)
(pursuant to Government Code Sect in the within deed and consents to t IN WITNESS WHEREOF, I have here	tion 27281), hereby a he recordation there unto set my hand	ing by and through the Department of Transportation accepts for public purposes the real property described eof.
this day of	, 20	Director of Transportation
		By Attorney in Fact
		-

	Number 032545-2
RECORDING REQUESTED BY:	
AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENT TO:	
Title Order No.	
Escrow No.	SPACE ABOVE THIS LINE FOR RECORDER'S USE The undersigned Grantor declares: Documentary Transfer Tax: \$00.00 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE. See Undersigned
	Signature of Declarant or Agent determining tax. Firm Name

EASEMENT GRANT DEED

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

Hereby GRANT (S) to

The following described sewer easement in the City of Placerville, County of El Dorado, State of California:

See Attached Exhibit "A" Easement Description

EXHIBIT "A"

All that portion of real property of Lot 1,2 and 5, Block 38 as per the Official Map and Survey of City of Placerville, Official Records of El Dorado County, State of California, described as follows:

Beginning at a point on the westerly line of said Lot 5, distance thereon S02°37'20"E 0.288 meters from the Northwesterly corner of said lot 5,thence S87°08'57"E 32.837 meters; thence S02°21'06"W 4.275 meters; Thence N87°07'49"W 32.466 meters; thence N 02°37'20"W 4.283 meters to the Point of Beginning.

The Basis of Bearings for this description is on the California Coordinate System of 1983 Zone 2. Distances are in meters unless otherwise noted. Multiply distances by 1.00015 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature ____

Date _9/19/06



Number

Date:	_
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STATE OF CALIFORNIA)
COUNTY OF _____)

On ______ before me, _____ The undersigned Notary Public in and for said County and State, personally appeared _____

personally known to me (or 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.

Notary Public in and for said County and State

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION STATE HIGHWAY - TEMPORARY EASEMENT

RW 8-4 (Rev. 6/95)

, California	03	ED	50	16.7/18.1	3555U2
,2006	Dist	Co	Rte	Post	Exp Auth
COUNTY OF EL DORADO					

Grantor

THIS DOCUMENT NO. 32545-3 in the form of a TEMPORARY EASEMENT, covering the property particularly described in

Clause 3 below has been executed and delivered to Jeff Phipps, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- 1. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in red on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of construction of the Bedford Avenue US 50 Improvement Project known as ED 50.
- 2. This Temporary Easement shall terminate upon completion of the project known as 03 ED 50 on September 30, 2008, whichever occurs earlier.
- 3. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and that they have the exclusive right to grant this Temporary Easement.

COUNTY OF EL DORADO	DATE
Grantor	

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By

JEFF PHIPPS Right of Way Agent Marysville

By

GREG LUNDBLAD Senior Right of Way Agent Marysville By

DEBBIE H. MORENO North Region Right of Way Manager Marysville

No Obligation Other Those Set Forth Herein Will Be Recognized

