

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: August 7, 2007
FROM: KEN GREHM / KEVIN ORDWAY
SUBJECT: **RIGHT-OF-WAY CONTRACTS AND HIGHWAY EASEMENT DEEDS
FROM NABIL SHEHADEH - AUBURN FOLSOM ROAD WIDENING
PROJECT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving two Right-of-Way Contracts and accept two Highway Easement Deeds from Nabil Shehadeh for the Auburn Folsom Road Widening Project.

BACKGROUND / SUMMARY

The Auburn Folsom Road Widening Project will widen Auburn Folsom Road in three phases from two lanes to four lanes from south of Douglas Boulevard to the Sacramento County Line. The main purpose of the project is to provide additional roadway capacity to accommodate increasing traffic levels.

Right-of-Way for the project is required from twelve properties on each side of Auburn Folsom Road, the majority of which will come from the Bureau of Reclamation / Folsom Lake State Recreation Area property. Highway Easements are being acquired on two parcels owned by Mr. Shehadeh at adjusted appraised value: 0.20 acres at \$91,500, and 0.10 acres at \$49,900. Mr. Shehadeh's property is located on the east side of Auburn-Folsom Road 0.2 miles south of Eureka Road.

ENVIRONMENTAL CLEARANCE

The Board of Supervisors certified and approved the Final Environmental Impact Report for this project on June 22, 2004.

FISCAL IMPACT

The Auburn Folsom Road Widening Project is being funded with Traffic Mitigation Fees. There are sufficient funds in the 2007/2008 Fiscal Year Budget.

Attachments: Resolution
Two R/W Contracts
Two Highway Easement Deeds

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE TWO RIGHT-OF-WAY CONTRACTS BETWEEN NABIL SHEHADEH AND THE COUNTY OF PLACER AND ACCEPT THE TWO HIGHWAY EASEMENT DEEDS.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that the attached Right-of-Way Contracts between Nabil Shehadeh and the County of Placer are hereby approved and the Chairman is authorized to execute the contracts on behalf of Placer County and accept the two Highway Easement Deeds.

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RIGHT-OF-WAY CONTRACT
DEPARTMENT OF PUBLIC WORKS
COUNTY OF PLACER

When recorded return to
Placer County Department
of Public Works
Design/Construction Division

Space above for Recorder

NABIL SHEHADEH, GRANTOR;

A Highway Easement Deed, covering the property particularly described in the attached documents, has been executed and delivered to John P. Weber, Right-of-Way Agent for the Department of Public Works, County of Placer.

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

1. 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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The County shall:
 - A. Pay the undersigned Grantor the sum of \$91,500.00 for the property or interest conveyed by above document when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - (i.) Taxes for the fiscal year in which this escrow closes which 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.
 - (ii.) Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
 - (iii.) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

(iv.) The County has caused the preparation of a Preliminary Report showing the condition of title to the Servient Estate, and agrees to accept title in AS IS condition. The Property Owner/Grantor shall have no affirmative obligation to remove or modify any existing encumbrances, except to the extent any deed or trust, mortgage, or other encumbrances exists to secure a monetary obligation, the Property Owner's agrees to allocate up to all the compensation paid by the County for the herein referenced easement as may be properly required by the creditor to secure the release or subordination of any such encumbrances to the Highway Easement. If the parties are unable to secure the release or subordination of any such monetary encumbrances cooperatively with a creditor, then this Agreement shall be terminated. The parties agree to cooperate in good faith on a new Right of Way Agreement which takes into consideration whatever rights of eminent domain the County may have with respect to an uncooperative secured creditor.

B. TITLE COMPANY - FEES

Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

Placer Title Company – Escrow No. 102-27442.

C. TAXES, ASSESSMENTS, BONDS

Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any delinquent taxes, on the total property or portion thereof subject to this contract, due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

If the property acquired pursuant to this contract comprises a portion only of a large parcel on which delinquencies of taxes or assessments exist, such delinquencies shall be segregated to determine the proper amount to be paid pursuant to this section.

It is agreed between the parties hereto that the County in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor; and, as between the County and the grantor, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the Grantor retains his obligation to the levying body respecting said assessments.

Any or all moneys 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(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

3. CONTRACT WORK

A. COMPLIANCE

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County shall be left in as good condition as found. The Highway construction to occur within the easement area includes the construction of a new driveway encroachment in the general location of the existing encroachment. The County shall construct the new encroachment and related approach in a manner which ensures good and safe ingress and egress to the Highway with a driveway slope to the Highway not to exceed 10% without the Grantor's consent.

4. MISCELLANEOUS

A. ACCESS

Vehicular access to and from the Servient Estate from the public roadway shall not be impaired.

B. EASEMENT ACQUISITION

The easement purchase transaction shall be completed, and the compensation paid, no later than October 1, 2007.

C. FUTURE RELOCATION OF HIGHWAY DRIVEWAY ENCROACHMENT

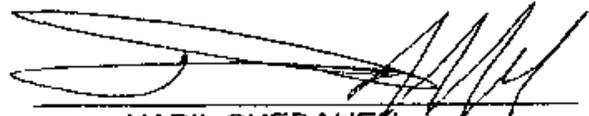
The Property Owner/Grantor may, at some time in the future, request approval of the relocation and/or modification of the encroachment from the Property to the Highway. Such request may attend an application for entitlements to further develop the Property. The County agrees to cooperate in good faith to facilitate such relocation/modification, subject to prevailing County rules, regulations and ordinances pertaining to new encroachments.

D. COUNTY COVENANTS SURVIVE EASEMENT CONVEYANCE

The herein covenants of the County shall survive the actual easement conveyance and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the

2ND day of July, 2007.



NABIL SHEDAHEH

RECOMMENDED FOR APPROVAL:

By John P. Weber

COUNTY OF PLACER
BOARD OF SUPERVISORS

By _____
Chairman

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-

Project Name
Auburn Folsom Road
Widening Project

COUNTY OF PLACER

Department of Public Works

HIGHWAY EASEMENT

Space above for Recorder

APN# 050-060-008

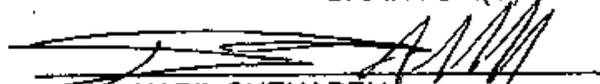
When recorded return to
Placer County Department
Of Public Works

For the receipt of one dollar (\$1.00) or other good and valuable consideration, NABIL SHEHADEH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY the undersigned GRANTOR(S), hereby grants to then COUNTY OF PLACER, STATE OF CALIFORNIA, an easement for road purposes and incidentals thereto, including the utility rights, over, on, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows: See Exhibits "A" & "B"

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

GRANTOR(S)

Dated this 2nd Day of July, 2007.


NABIL SHEHADEH

Recording Reference _____

See reverse side for acknowledgement

EXHIBIT A

A portion of the Lands of Fre 196, LLC as described by deed recorded as Document Number 2005-0011738, Official Records, office of the Recorder, Placer County, California in the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 12, Township 10 North, Range 7 East, M. D. B. & M., Placer County, California and more particularly described as follows.

Commencing at the West Quarter Corner of said Section 12, thence South 01°09'29" East along the west line of said Section 12, 1141.70 feet to the south line of said lands; thence leaving said west line, North 89°58'15" East, 30.00 feet to the True Point of Beginning, said True Point of Beginning lying on the East right-of-way line of Auburn-Folsom Road; thence continuing North 89°58'15" East, along the south line of said lands 20.90 feet; thence leaving said south line North 0°07'19" West, 358.20 feet to a point on the north line of said lands; thence North 89°56'27" West, along said north line, 27.38 feet to a point on said East right-of-way line; thence South 01°09'29" East, along said East right-of-way line, 358.31 feet to the True Point of Beginning.

Containing 8,647.1 square feet more or less.

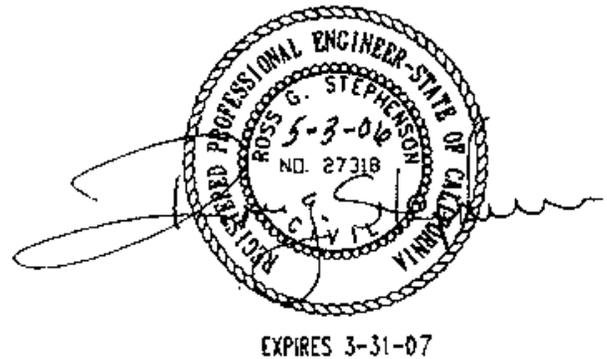
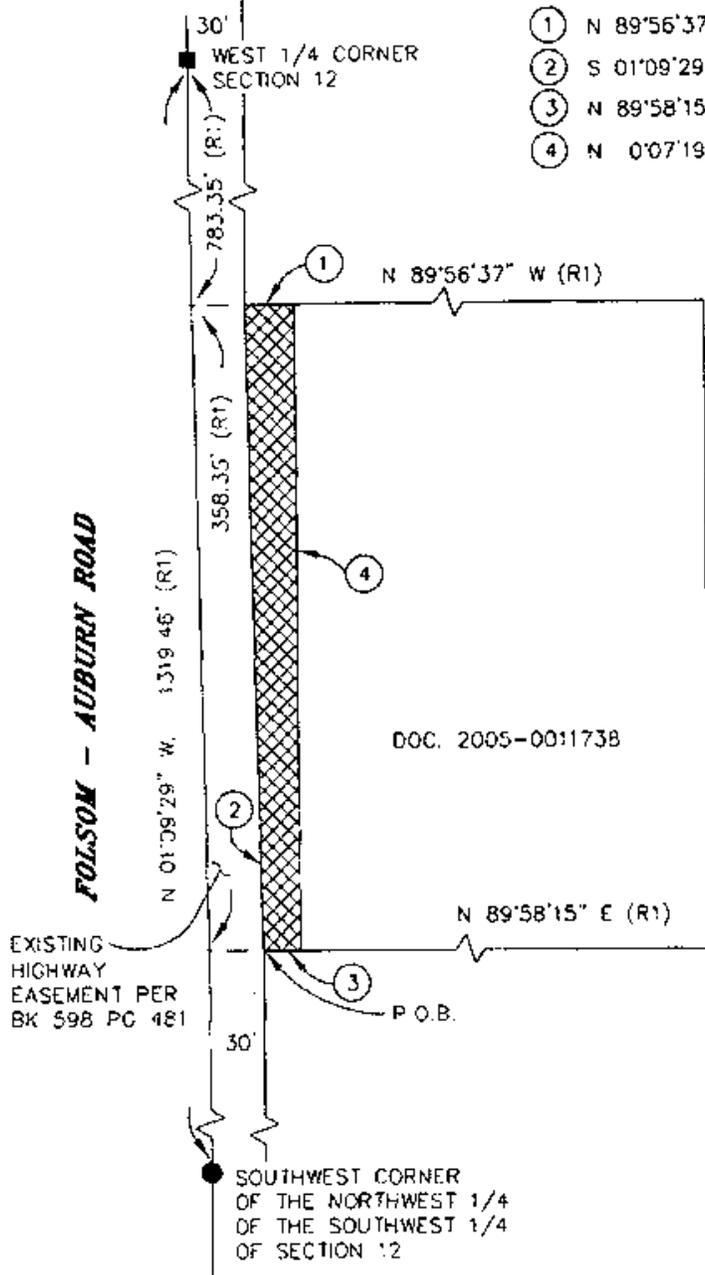
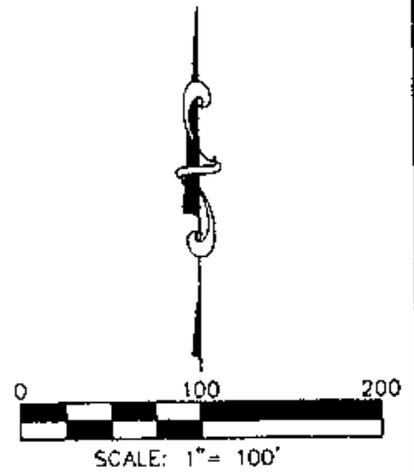


EXHIBIT B



- ① N 89°56'37" W, 27.38'
- ② S 01°09'29" E, 358.31'
- ③ N 89°58'15" E, 20.90'
- ④ N 0°07'19" W, 358.20'



BASIS OF BEARINGS

WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, T. 10 N., R. 7 E., MDB&M AS N 01°09'29" W PER 11 PM 2.

LEGEND

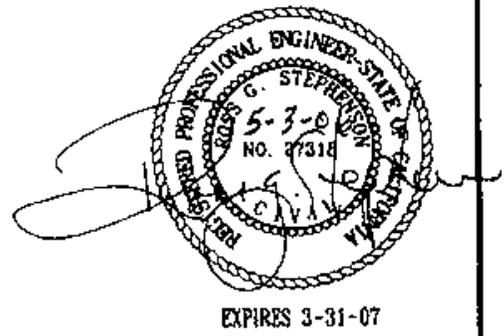
INDICATES AREA TO BE ACQUIRED BY THE COUNTY OF PLACER FOR PUBLIC HIGHWAY EASEMENT.

(R1) INDICATES RECORD DATA PER BOOK 11 PM PAGE 2, PLACER COUNTY RECORDS

● INDICATES FOUND PER (R1)

■ INDICATES 1/4 CORNER

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 7 EAST, MDB&M, PLACER COUNTY, CALIFORNIA



PLAT MAP
 COUNTY OF PLACER
 HIGHWAY EASEMENT
 FOLSOM - AUBURN ROAD

APN: 50-060-008

OWNER: FRE 196, LLC

TITLE ORDER: _____

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RIGHT-OF-WAY CONTRACT
DEPARTMENT OF PUBLIC WORKS
COUNTY OF PLACER

When recorded return to
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of Public Works
Design/Construction Division

Space above for Recorder

NABIL SHEHADEH, GRANTOR;

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

- I. 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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The County shall:
 - A. Pay the undersigned Grantor the sum of \$49,900.00 for the property or interest conveyed by above document when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - (i.) Taxes for the fiscal year in which this escrow closes which 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.
 - (ii.) Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
 - (iii.) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

(iv.) The County has caused the preparation of a Preliminary Report showing the condition of title to the Servient Estate, and agrees to accept title in AS IS condition. The Property Owner/Grantor shall have no affirmative obligation to remove or modify any existing encumbrances, except to the extent any deed or trust, mortgage, or other encumbrances exists to secure a monetary obligation, the Property Owner's agrees to allocate up to all the compensation paid by the County for the herein referenced easement as may be properly required by the creditor to secure the release or subordination of any such encumbrances to the Highway Easement. If the parties are unable to secure the release or subordination of any such monetary encumbrances cooperatively with a creditor, then this Agreement shall be terminated. The parties agree to cooperate in good faith on a new Right of Way Agreement which takes into consideration whatever rights of eminent domain the County may have with respect to an uncooperative secured creditor.

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Placer Title Company – Escrow No. 102-27442.

C. TAXES, ASSESSMENTS, BONDS

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4. MISCELLANEOUS

A. ACCESS

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D. COUNTY COVENANTS SURVIVE EASEMENT CONVEYANCE

The herein covenants of the County shall survive the actual easement conveyance and remain in full force and effect.

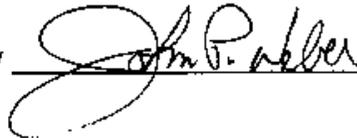
IN WITNESS WHEREOF, the parties have executed this agreement on the

2nd day of July, 2007.



NABIL SHEDAHEH

RECOMMENDED FOR APPROVAL:

By 

COUNTY OF PLACER
BOARD OF SUPERVISORS

By _____
Chairman

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-

Project Name
Auburn Folsom Road
Widening Project

COUNTY OF PLACER

Department of Public Works

HIGHWAY EASEMENT

Space above for Recorder

APN# 050-060-009

When recorded return to
Placer County Department
Of Public Works

For the receipt of one dollar (\$1.00) or other good and valuable consideration, NABIL SHEHADEH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY the undersigned GRANTOR(S), hereby grants to then COUNTY OF PLACER, STATE OF CALIFORNIA, an easement for road purposes and incidentals thereto, including the utility rights, over, on, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

Dated this 2nd Day of July, 2007

GRANTOR(S)

NABIL SHEHADEH

Recording Reference _____

See reverse side for acknowledgement

ACKNOWLEDGEMENT

State of California }
 County of Placer } Sacramento

On 07-02-2007 before me, Manjinder Dheensa (name, title of officer),
 Personally appeared NABIL SHEHADEH

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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Manjinder Dheensa
 Signature

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- CORPORATE OFFICER(S)

 TITLE(S)

 COMPANY
- PARTNER(S) _____ PARTNERSHIP
- _____ FACT

 (PRINCIPAL(S))
- TRUSTEE(S) _____ TRUST

 TITLE(S)
- OTHER

 TITLE(S)

 ENTITY(IES) REPRESENTED

 ENTITY(IES) REPRESENTED

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20____, from

To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B, adopted on January 15, 2002, and the Grantee consents to the recordation thereof by it's duly authorized agent.

SIGNATURE

COMPLETED BY (TYPE OR PRINT)

DATED: _____

TITLE

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20____, from NABIL SHEHADEH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY to the County of Placer, a government agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. _____ of said Board adopted on _____, and the Grantee consents to the recordation thereof by it's duly authorized agent.

Dated: _____

 Chairman, Board of Supervisors of the County of Placer

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EXHIBIT A

A portion of the Lands of Shehadeh as described by deed recorded as Document 2005-0101820 Placer County Records in the Northwest Quarter of the Southwest Quarter of Section 12, Township 10 North, Range 7 East, M. D. B. & M., Placer County, California and more particularly described as follows.

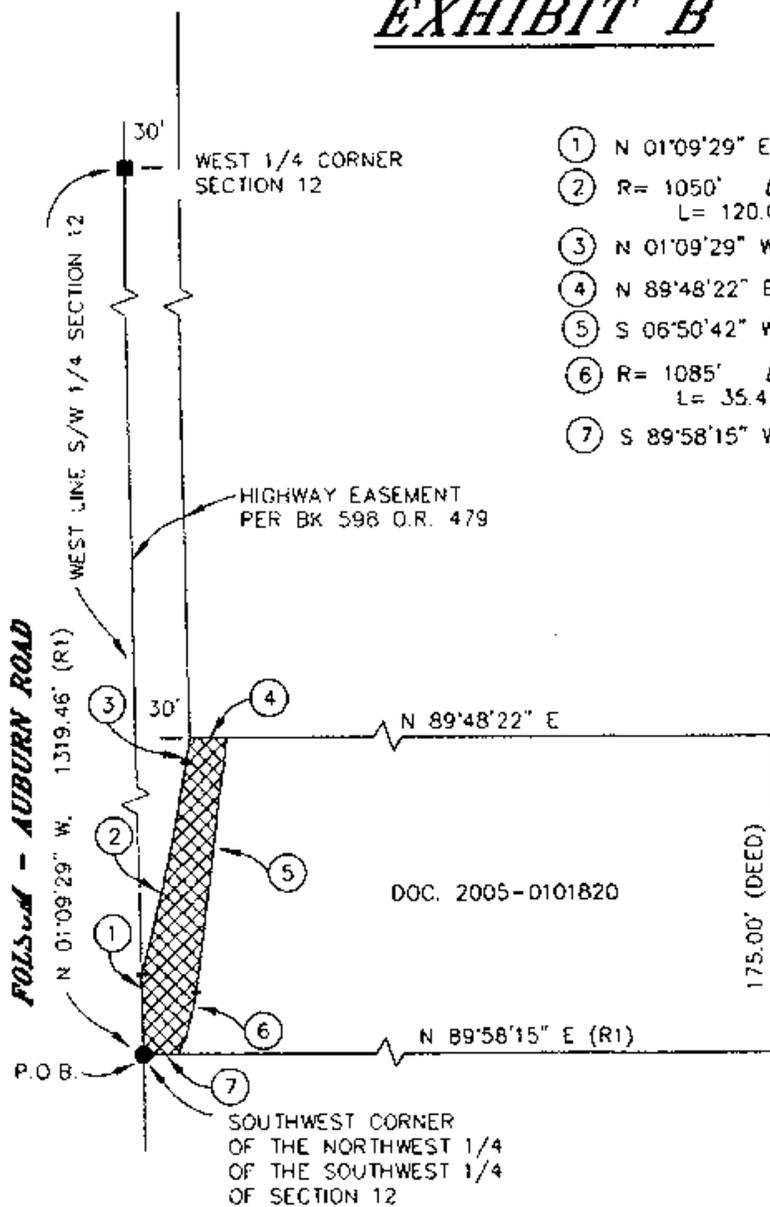
Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 12, said Point of Beginning being the Southwest corner of said Lands of Shehadeh; thence along the west line of said Section 12 and the west line of said Lands of Shehadeh North $01^{\circ}09'29''$ West, 44.4 feet to a point, said point being the southerly most point of the easement for public roadway purposes as described by deed recorded November 21, 1951 in Volume 598 at Page 479, Placer County Records; thence along the east line of said easement on a curve to the left from a radial bearing South $73^{\circ}24'17''$ East with a radius of 1050 feet, through a delta of $6^{\circ}33'02''$ for an arc length of 120.04 feet to a point 30 feet easterly of the west line of said Section 12; thence continuing along the east line of said easement 30 feet easterly of and parallel with the west line of said Section 12, North $01^{\circ}09'29''$ West, 13.83 feet to the north line of said Lands of Shehadeh; thence along said north line North $89^{\circ}48'22''$ East, 20.90 feet; thence leaving said north line South $06^{\circ}50'42''$ West, 142.43 feet; thence on a curve to the right from a radial bearing South $73^{\circ}00'48''$ East with a radius of 1085.00 feet, through an arc of $1^{\circ}52'12''$ for an arc length of 35.41 feet to the south line of said Lands of Shehadeh; thence along said south line South $89^{\circ}58'15''$ West, 19.49 feet to the Point of Beginning.

Containing 4,345.01 square feet more or less.

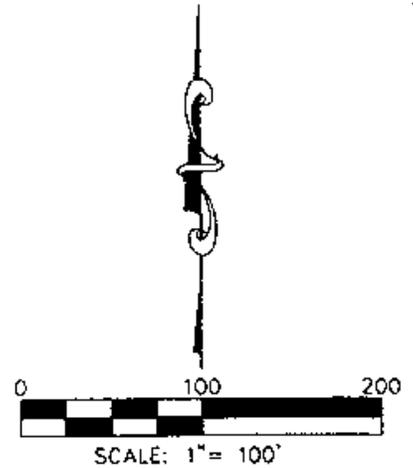


EXPIRES 3-31-07

EXHIBIT B



- ① N 01°09'29" E, 44.48'
- ② R= 1050' Δ= 6°33'02"
L= 120.04'
- ③ N 01°09'29" W, 13.83'
- ④ N 89°48'22" E, 20.90'
- ⑤ S 06°50'42" W, 142.43'
- ⑥ R= 1085' Δ= 1°52'12"
L= 35.41'
- ⑦ S 89°58'15" W, 19.49'



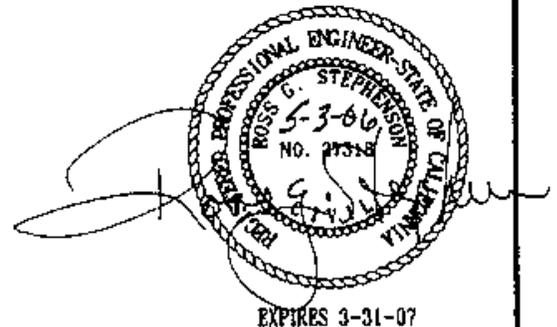
BASIS OF BEARINGS

WEST LINE OF THE NORTHWEST 1/4 OF
THE NORTHWEST 1/4 OF THE SOUTHWEST
1/4 OF SECTION 12, T. 10 N., R. 7 E.,
MDB&M AS N 01°09'29" W PER 11 PM 2.

LEGEND

- INDICATES AREA TO BE ACQUIRED BY THE COUNTY OF PLACER FOR PUBLIC HIGHWAY EASEMENT.
- (R1) INDICATES RECORD DATA PER BOOK 11 PM PAGE 2, PLACER COUNTY RECORDS
- INDICATES FOUND PER (R1)
- INDICATES DIMENSION POINT
- INDICATES 1/4 CORNER

A PORTION OF THE SOUTHWEST QUARTER
OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 10 NORTH, RANGE 7 EAST,
MDB&M, PLACER COUNTY, CALIFORNIA



PLAT MAP
COUNTY OF PLACER
HIGHWAY EASEMENT
FOLSOM - AUBURN ROAD

APN: 050-060-009
OWNER: NABIL SHEHADEH
TITLE ORDER: _____

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