

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS  
County of Placer

TO: BOARD OF SUPERVISORS                      DATE: April 6, 2010  
FROM:  KEN GREHM / KEVIN ORDWAY  
SUBJECT: **RIGHT-OF-WAY CONTRACT AND HIGHWAY EASEMENT DEED  
FROM RIDGEVIEW ASSET PARTNERS - AUBURN FOLSOM ROAD  
WIDENING PROJECT**

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## **ACTION REQUESTED / RECOMMENDATION**

Adopt a Resolution approving the Right-of-Way Contract and accept the Highway Easement Deed from Ridgeview Asset Partners L.P. for the Auburn Folsom Road Widening Project in the amount of \$44,700.

## **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 has come from the Bureau of Reclamation / Folsom Lake State Recreation Area property. A Highway Easement is being acquired from the Ridgeview Mobile Home Park, owned by Ridgeview Asset Partners L.P. The Highway Easement (0.12 acres) along with a Temporary Construction Easement (0.20 acres) is being acquired for the appraised value of \$44,700.

## **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 and ARRA (American Recovery and Reinvestment Act Fund). There are sufficient funds in the 2009/2010 Fiscal Year Budget.

Attachments: Location Map  
Resolution  
R/W Contract  
Highway Easement Deed

# LOCATION MAP



**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 RIGHT-OF-WAY CONTRACT BETWEEN RIDGEVIEW ASSET PARTNERS AND THE COUNTY OF PLACER AND ACCEPT THE HIGHWAY EASEMENT DEED.

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 Contract between Ridgeview Asset Partners L.P. and the County of Placer is hereby approved and the Chairman is authorized to execute the contract on behalf of Placer County and accept the Highway Easement Deed.

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

**RIDGEVIEW ASSET PARTNERS, L.P. A CALIFORNIA LIMITED PARTNERSHIP,**  
GRANTOR;

A Highway Easement, covering the property particularly described in the attached document, 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 \$ 44,700.00 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.

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. 102-33093. Escrow Officer Maria McCall – (530) 885-7722.

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.

D. MORTGAGES, DEEDS OF TRUST

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.

B. ROAD APPROACH

At no expense to Grantor and at time of construction, construct road approach as shown on construction plans. It is understood and agreed that upon completion of work of construction of the road approach above mentioned, said road approach shall be considered as an encroachment under permit upon the County road and is to be maintained, repaired and operated as such by Grantor in accordance with and subject to the laws of the County of Placer and the rules and regulations of the Department of Public Works of said County.

At no expense to Grantor and at time of construction, relocate existing Ridgeview Mobile Home Park signage, if necessary, to edge of County right-of-way on Grantor's property, at a location acceptable to Grantor.

Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's land, where necessary, for the purpose of construction of road approach mentioned above.

C. INDEMNIFICATION

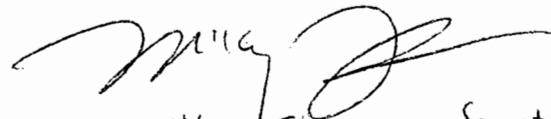
The County of Placer shall indemnify, defend and hold Grantor harmless against any liabilities, claims, demands, damages and costs incident to or arising from the exercise by Grantee, its agents, employees and contractors of the rights granted in this agreement.

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

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Ridgeview Asset Partners, LP

By Laguna Asset Partners Inc.  
Its General Partner

  
McKay Florence, Secretary

COUNTY OF PLACER

BOARD OF SUPERVISORS

By \_\_\_\_\_  
Chairman

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer

On 3/2/2010 before me, Mark Gibson, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared McKay Talley Florence

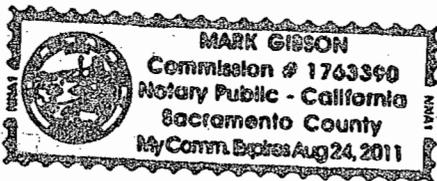
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Right - of - Way Contract

Document Date: 3/2/2010 Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: McKay Talley Florence

- Individual
- Corporate Officer — Title(s): Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Project Name

**Auburn Folsom Road**

**APN 050-160-027**

Space above for Recorder

**COUNTY OF PLACER**

**Department of Public Works**

**HIGHWAY EASEMENT**

When recorded return to  
Placer County Department  
of Public Works

For the receipt of one dollar (\$1.00) or other good and valuable consideration,

**RIDGEVIEW ASSET PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

the undersigned GRANTOR(S), HEREBY GRANTS TO THE COUNTY OF PLACER, a political subdivision of the State of California, an easement for road purposes and incidentals thereto, including 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.)*

**See Attached Exhibit "A" for Legal Description**

**See Attached Exhibit "B" for Exhibit Map**

GRANTOR(S)

Dated this 2 Day of March, 2010.

Trustee / Beneficiary \_\_\_\_\_

Recording Reference \_\_\_\_\_

Ridgeview Asset Partners, L.P.

*By Laguna Asset Partners Inc.  
Its General Partner  
Milla  
McKay Florence, Secretary*

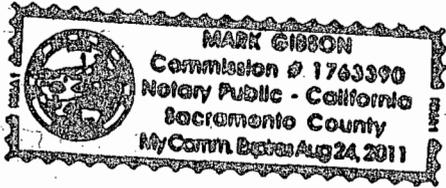
# ACKNOWLEDGMENT

State of California }  
County of Placer }

On 3/21/2010 before me, Mark Gibson, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared McKay Talley Florence  
Name(s) of Signer(s)

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.



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public

## 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 governmental 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 its 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

\_\_\_\_\_ to the County of Placer, a governmental 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 its duly authorized agent.

Dated: \_\_\_\_\_ Chairman, Board of Supervisors of the County of Placer

**"EXHIBIT A"**

The East 55.00' of the South 209.00' of LOT 1, ROSEDALE COLONY, as said Lot 1 is shown upon that certain map entitled "ROSEDALE COLONY" filed in Book "A" of maps at Page 38, Official Records of Placer County, California.

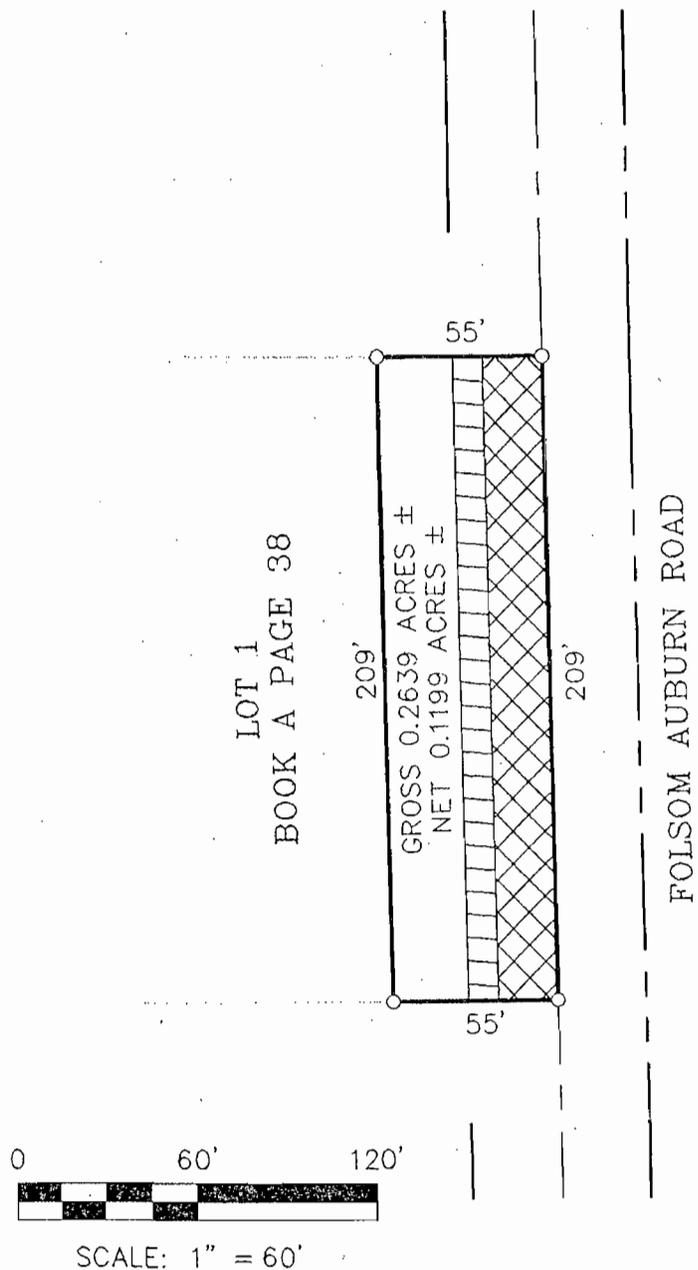
Containing 0.2639 acres, more or less of which 0.1440 acres more or less lies within the existing right of way, for a net area of 0.1199 acres more or less.

Signature *Terry Fletcher*

Date *January 15, 2010*



EXHIBIT B



SCALE: 1" = 60'



LEGEND

	20' PER A.B.M. 38 & RR O.R. 710 0.0960 ACRES ±
	10' PER 598 O.R. 481 0.0480 ACRES ±

PLAT MAP  
COUNTY OF PLACER  
HIGHWAY EASEMENT ACQUISITION

APN:050-160-027  
OWNER:BRANSON & BRANSON LP  
DEED REF:2007-0088734-00  
TITLE ORDER:

354