

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: BOARD OF SUPERVISORS

Date: JANUARY 10, 2012

From:  JAMES DURFEE / BILL ZIMMERMAN

Subject: **APPLEGATE REGIONAL SEWER PIPELINE PROJECT:
RIGHT-OF-WAY CONTRACT AND GRANT DEED FROM
JOHN AND MARY BELDING**

ACTION REQUESTED / RECOMMENDATION: Adopt a Resolution approving the Right-of-Way Contract and accepting the Grant Deed from John and Mary Belding in the amount of \$60,000 for the Applegate Regional Sewer Pipeline Project (Project).

BACKGROUND: As a separate item on today's agenda, staff is requesting your Board approve the Plans and Specifications and authorize staff to solicit bids for the Project. The Project consists of constructing a pipeline and pump station, which would allow the County to decommission the existing Applegate Wastewater Treatment Pond Facility, convey the wastewater to the SMD 1 Wastewater Treatment Plant, and fulfill the terms and conditions of the Settlement Agreement for the Administrative Civil Liability Complaint R5-2005-0510 issued by the Central Valley Regional Water Quality Control Board. The proposed pump station site is on a portion of a 3.2 acre parcel on Applegate Road owned by John and Mary Belding. Staff recommends acquiring 1.6 acres of the Belding property for construction of the pump station. County staff negotiated a purchase price of \$60,000, which is comparable to other property sales in the area.

ENVIRONMENTAL CLEARANCE: An Environmental Impact Report addressing the potential impacts of the proposed Project is complete and the document is being presented to your Board today for approval as a separate item.

FISCAL IMPACT: The purchase price of the property is \$60,000. Funding for the purchase is included in the Capital Project Budget for the Applegate Regional Sewer Pipeline Project.

JD:BZ:HK:LM

CC: COUNTY EXECUTIVE OFFICE

ATTACHMENT: RESOLUTION
RIGHT OF WAY
GRANT DEED
VICINITY MAP

T:\FACBSMEMO2011\EEV\APPLEGATE PUMP STATION PROPERTY ACQUISITION.DOCM

**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 JOHN AND MARY BELDING AND
THE COUNTY OF PLACER AND ACCEPT THE
GRANT DEED.**

Resolution _____

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.

Chairman, Board of Supervisors

Attest:

Clerk of said Board

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Placer, State of California, that the attached Right-of-Way Contract between John and Mary Belding and the County of Placer in the amount of \$60,000 is hereby approved and the Chairman is authorized to execute the contract on behalf of Placer County and accept the Grant 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

JOHN F. BELDING and MARY BELDING, Grantors,

A Grant Deed, 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:

- 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 Grantors the sum of \$60,000.00 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 therefore.

Placer Title Company – Escrow No. 102-35044. 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.

E. TITLE TAKEN SUBJECT TO DEED OF TRUST

In considering of the County waiving the defects and imperfections in the record title, i.e. taking title subject to a deed of trust(s), the undersigned Grantor agrees to indemnify and hold the County of Placer harmless from any and all claims that other parties may make or assert on the title to the property described herein. The Grantor's obligation herein to indemnify the County shall not exceed the amount paid to the Grantor under this contract.

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. FENCE

At no expense to Grantor and at time of construction, County shall fence new property line (County's north line, Grantor's south line), and locate said fencing on County's property line. Said fencing shall be considered as the sole property of the County, the maintenance and repair of said fencing to be that of the County.

C. POSSESSION

Grantors agree and hereby grant to the County and its authorized agents and contractors permission to enter upon the property described herein for purposes of performing activities related to and incidental to the construction of the project, inclusive of the right to remove and dispose of any improvements, prior to the Grantors receiving the Purchase price. Such possession and use of the property by the County may commence on the date of full execution of this contract by all parties.

C. INDEMNIFICATION

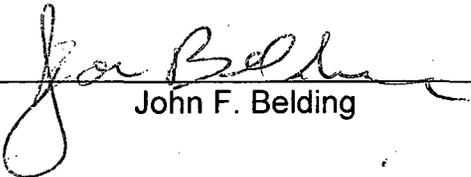
The County of Placer shall indemnify, defend and hold Grantor harmless against any liabilities, claims, demands, damages and costs incident to or arising from the exercise by Grantee, its agents, employees and contractors of the rights granted in this agreement.

D. CONTAMINATION

Grantors shall not be liable for contamination found on the property to be purchased by Placer County which is the subject of this agreement.

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

28th day of October, 2011.



John F. Belding



Mary Belding

ACCEPTANCE BY BOARD OF SUPERVISORS

COUNTY OF PLACER
BOARD OF SUPERVISORS

By _____
Chairman

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

Project Name

Applegate Regional Pipeline

APN 073-141-016

When recorded return to
Placer County Department
of Public Works

Space above for Recorder

COUNTY OF PLACER

Department of Public Works

GRANT DEED

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

JOHN F. BELDING AND MARY BELDING, HUSBAND AND WIFE, AS JOINT TENANTS

the undersigned GRANTOR(S), GRANT TO THE COUNTY OF PLACER, STATE OF CALIFORNIA, all that real property situated in the County of Placer, State of California, bounded and described as follows:

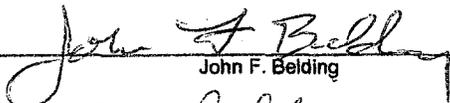
See Attached Exhibit "A" for Legal Description

GRANTOR(S)

Dated this 28th Day of October, 2011

Trustee / Beneficiary _____

Recording Reference _____



 John F. Belding


 Mary Belding

ACKNOWLEDGMENT

State of California }
County of Placer }

On 10-28-11 before me, John P. Weber, Notary Public
Date Here Insert Name and Title of the Officer

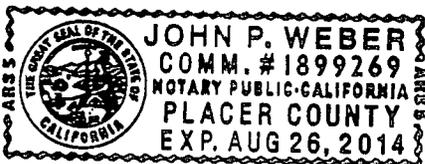
personally appeared John and Mary Belding
Name(s) of Signer(s)

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 John P. Weber
Signature of Notary Public



Place Notary Seal Above

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

_____ 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"

All that portion of land described in the Grant Deed to John F. Belding recorded August 18, 2009 in Document 2009-0072753, Official Records of Placer County, located in Section 8, Township 13 North, Range 9 East, M.D.M., County of Placer, State of California, lying South of the following described line:

Beginning at a point in the center of a sixty (60) foot highway from which a California Highway Commission 6"x 6" Concrete Highway Marker at Highway Station 417+50 (30' Right), as shown on C.H.C. Plans III PLA 37-A Sheet 17-A of 18, on file with Placer County Surveyor bears the following two (2) courses:

1. North 34°58'40" East a distance of 123.28 feet to a 6"x 6" CHC Concrete Highway Marker at Highway Station 406+78.8 P.C.C., (30' Right) per said C.H.C. Plans and,
2. North 32°43'40" East a distance of 1062.73 feet;

Thence from said Point of Beginning North 72°13'43" West a distance of 148.56 feet.

End of Description.



VICINITY MAP



Legend

- +— Railroad
- Interstate
- Highway
- Roads
- ▭ Parcels



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