

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: January 9, 2007
FROM: KEN GREHM / KEVIN ORDWAY *KO*
SUBJECT: RIGHT-OF-WAY CONTRACT AND HIGHWAY EASEMENT DEED
FROM GEORGE AND DOLORES BLEEKMAN – AUBURN FOLSOM
ROAD WIDENING PROJECT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving the Right-of-Way Contract and accept the Highway Easement Deed from George and Dolores Bleekman – 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.

ENVIRONMENTAL CLEARANCE

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

FISCAL IMPACT

This Highway Easement is being purchase for the appraised value of \$25,350. The Auburn Folsom Road Widening Project is being funded with Traffic Mitigation Fees.

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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 GEORGE AND DOLORES BLEEKMAN
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 George and Dolores Bleekman 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

GEORGE M. BLEEKMAN JR. AND DOLORES E BLEEKMAN, TRUSTEES, 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 \$25,350.00 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. 102-26777.

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. IMPROVEMENTS

Included in the above purchase price is \$750 for a 48 s.f. shed, \$500 for a small storage structure, \$5,000 for trees and shrubs replacement, \$1,500 to reconfigure sprinkler system, and \$4,250 for 170 ft of new chain link fencing.

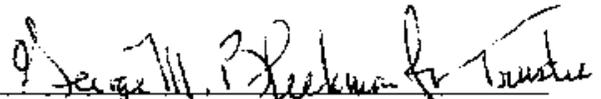
3. CONTRACT WORK

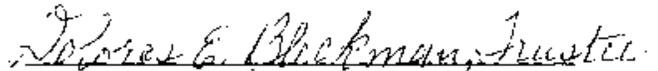
A. COMPLIANCE

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.

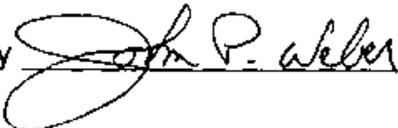
IN WITNESS WHEREOF, the parties have executed this agreement on the

7th day of December, 2006.


George M. Bleekman Jr. Trustee


Dolores E. Bleekman, Trustee

RECOMMENDED FOR APPROVAL:

By 

COUNTY OF PLACER
BOARD OF SUPERVISORS

By _____
Chairman

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

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

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

7th day of December, 2006.

George M. Bleekman Jr. Trustee
George M. Bleekman Jr. Trustee

Dolores E. Bleekman Trustee
Dolores E. Bleekman, Trustee

RECOMMENDED FOR APPROVAL:

By John P. Akbar

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

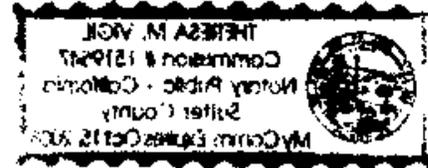
Department of Public Works

Space above for Recorder

When recorded return to
Placer County Department
Of Public Works

HIGHWAY EASEMENT

APN# 050-130-076



For the receipt of one dollar (\$1.00) or other good and valuable consideration, GEORGE M. BLEEKMAN JR. AND DOLORES E. BLEEKMAN, AS TRUSTEES OF THE BLEEKMAN FAMILY REVOCABLE TRUST, DATED JULY 19, 1995 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 16 Day of OCTOBER, 2006

GRANTOR(S)

GEORGE M. BLEEKMAN, TRUSTEE

DOLORES E. BLEEKMAN, TRUSTEE

Recording Reference _____

See reverse side for acknowledgement

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"EXHIBIT A"

All that portion of Lot "1" as shown on Tract No. 290 – Folsom Lake Estates in Book J of Maps at Page 90, Placer County Records, State of California, more particularly described as follows:

COMMENCING at the Northwest Corner of said Lot 1; thence North $89^{\circ}13'20''$ East, along the North line of Said Lot 1, a distance of 360.03 feet to the TRUE POINT OF BEGINNING; Said TRUE POINT OF BEGINNING being also a point on the existing westerly Right of Way for Auburn-Folsom Road as shown on Said Map, thence leaving said North Line and Said Westerly Right-of-Way, South $12^{\circ}30'17''$ West, a distance of 173.36 feet, to an angle point in the East line of Said Lot 1 which lies, North $5^{\circ}58'58''$ East and a distance of 151.30 feet from the Southeast Corner of Said Lot 1; thence South $85^{\circ}00'42''$ East along a Southerly line of said Lot 1, a distance of 20.00 feet to the Westerly Right-of-Way line of the Auburn-Folsom Road; thence Northeast along a curve, being the on the Westerly Right-of-Way line, concave to the North west, (radial bearing of South $83^{\circ}00'42''$ East) having a radius of 4445.00 feet, delta of $1^{\circ}12'57''$, length of 171.90 feet, said curve being parallel with the east line of said Lot 1, to the TRUE POINT OF BEGINNING.;

Containing an area of 0.04 acres.

Signature



Date

12-15-2005



EXHIBIT B

BASIS OF BEARINGS

POINT OF BEGINNING
N89°13'20"E 360.03' (R1)

NORTHEAST
CORNER LOT 1.

NORTHWEST CORNER LOT 1

LOT 1

OF TRACT No. 290 - FOLSOM LAKE ESTATES
IN BOOK "J" OF MAPS AT PAGE 90, PLACER
COUNTY RECORDS.



LOT 4 S41°28'32"E 414.28' (R1)
BK. J, PG. 90 OF MAPS, P.C.R. LOT 3

N83°00'42"W
RADIAL

S12°30'17"W 173.36'

50' ROW (R1)

(R1)

L=172.10'

R=4450.00'

Δ=212°57'

5' ROW (R1)

50' SCENIC
EASEMENT

(R1)

S85°00'42"E
20.00' (R1)

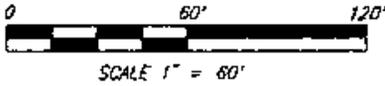
(R1)

S05°58'58"W 151.30' (R1)

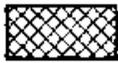
(R1)

75' ROW (R1)

AUBURN-FOLSOM ROAD



LEGEND:



INDICATES AREA TO BE
ACQUIRED BY THE COUNTY OF
PLACER FOR PUBLIC ROAD
PURPOSES. 0.04 ACRES.

(R1) INDICATES RECORD DATA PER
TRACT No. 290 - FOLSOM
LAKE ESTATES IN BOOK "J"
OF MAPS AT PAGE 90,
PLACER COUNTY RECORDS.

ROW RIGHT-OF-WAY

BASIS OF BEARINGS:

THE NORTH LINE OF LOT 1 OF TRACT No.
290 - FOLSOM LAKE ESTATES IN BOOK "J"
OF MAPS AT PAGE 90, PLACER COUNTY
RECORDS, TAKEN TO BE NORTH 89°13'20"
EAST.



12-15-2005

PLAT MAP
COUNTY of PLACER
HIGHWAY EASEMENT ACQUISITION

APN: 050-130-076
OWNER: GEORGE BLEEKMAN
DEED REF: 1995-39633
TITLE ORDER:

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