

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: January 23, 2007
FROM: ^{KW} KEN GREHM / KEVIN ORDWAY
SUBJECT: **RIGHT-OF-WAY CONTRACT, HIGHWAY EASEMENT DEED AND
PUBLIC UTILITY EASEMENT DEED FROM MICHERRA LLC FOR
THE AUBURN FOLSOM ROAD WIDENING PROJECT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving the Right-of-Way Contract and accept the Highway Easement Deed and Public Utility Easement Deed from Micherra LLC 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.

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 (0.095 acres) and the Public Utility Easement (0.077 acres) are being purchased for \$40,000, arrived at through administrative settlement. 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 MICHERRA LLC AND THE COUNTY OF PLACER AND ACCEPT THE HIGHWAY EASEMENT AND PUBLIC UTILITY 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 Contract between Micherra LLC 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 and the Public Utility 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

MICHERRA LLC,

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 \$40,000.00 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 therefor.

Placer Title Company – Escrow No. 102-27304.

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.

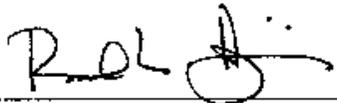
3. CONTRACT WORK

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 and 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

11th day of December, 2006.



MICHERRA, LLC

RECOMMENDED FOR APPROVAL:

By John V. Weber

COUNTY OF PLACER
BOARD OF SUPERVISORS

By _____
Chairman

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

