

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: March 20, 2007
FROM: KEN GREHM / ^{KD} KEVIN ORDWAY
SUBJECT: **RIGHT-OF-WAY CONTRACT AND HIGHWAY EASEMENT DEED
FROM RAMSEY POLAND – BARTON ROAD BRIDGE PROJECT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving the Right-of-Way Contract in the amount of \$78,475 and accept the Highway Easement Deed from Ramsey Poland for the Barton Road Bridge Replacement Project.

BACKGROUND / SUMMARY

The Department of Public Works is proposing to replace the existing bridge on Barton Road over Miners Ravine. The bridge structure is deteriorated and subject to frequent flooding and the roadway approaches to the bridge do not meet current standards. The project is being completed under the Federal Highway Bridge Rehabilitation and Replacement (HBRR) Program. The estimated total project cost is \$1.7 million.

Right-of-Way for the project is required from three properties on the west side of Barton Road. The easement from Ramsey Poland contains 0.23 acres, and is being acquired for appraised value plus replacement landscaping.

The project is scheduled to be constructed this year upon acquisition of all necessary right-of-way.

ENVIRONMENTAL CLEARANCE

The Board of Supervisors approved a Mitigated Negative Declaration for this bridge replacement project on August 22, 2006. A Notice of Determination was filed on August 25, 2006.

FISCAL IMPACT

This Highway Easement is being purchased for \$78,475. The project is funded by the Federal HBRR Program (88%) and County Road Funds (12%).

Attachments: Resolution
R/W Contract
Highway Easement Deed

**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 RAMSEY POLAND 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 Ramsey Poland and the County of Placer in the amount of \$78,475 is hereby approved and the Chairman is authorized to execute the contract on behalf of Placer County and accept the Highway Easement Deed.

Project Name

Barton Road Bridge

APN: 046-121-0725

When recorded return to
Placer County Department
Of Public Works

Space above for Recorder

COUNTY OF PLACER

Department of Public Works

HIGHWAY EASEMENT

For the receipt of one dollar (\$1.00) or other good and valuable consideration, RAMSEY POLAND, the undersigned GRANTOR(S), HEREBY GRANTS TO THE 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.)

See Attached Exhibit "A" for Legal Description

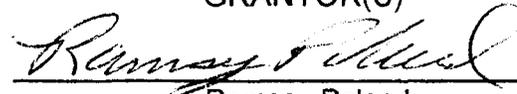
See Attached Exhibit "B" for Exhibit Map

Dated this 22nd Day of February, 2007.

Trustee / Beneficiary _____

Recording Reference _____

GRANTOR(S)



Ramsey Poland

See reverse side for acknowledgement

ACKNOWLEDGEMENT

State of California }
 County of Placer }

On 2-22-07 before me, John P. Weber ^{Notary Public} (name, title of officer),
 Personally appeared Ramsey Island

θ personally known to me -OR- θ 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.



John P. Weber
 Signature

CAPACITY CLAIMED BY SIGNER

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

 TITLE(S)

 COMPANY
- θ PARTNER(S) _____ PARTNERSHIP
- θ _____ FACT

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

 TITLE(S)

 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: _____

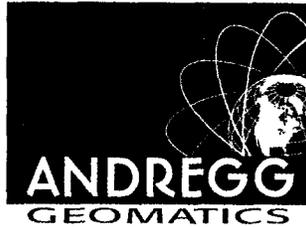
ACCEPTANCE (2): BY BOARD OF SUPERVISORS:

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

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



Road Easement

Exhibit 'A'

APN 046-121-072

A portion of the tract of land described as Parcel One in the Petition for Final Distribution recorded in document No. 2002-0087072, Official Records of Placer County located in the Southeast quarter of Section 33, Township 11 North, Range 7 East, M.D.M., Placer County, California and more particularly described as follows:

BEGINNING AT A POINT on the east line of said Section 33 said point also being the southeast corner of said Parcel One, from which the Southeast corner of said Section 33, monumented with a 1 ½" brass cap stamped T11N R7E 1987 33|34/3 T10 N LS 4412 bears South 01°08'20" East, 2,114.41 feet; thence along the south line of said Parcel One South 88°51'40" West, 34.00 feet; thence North 01°08'20" West, 108.85 feet; thence South 88°51'40" West, 6.00 feet; thence North 01°08'20" West, 155.15 feet to the north line of said Parcel One; thence along said north line North 88°51'40" East, 40.00 feet to said east line of Section 33; thence along with said east line South 01°08'20" East, 264.00 feet to the **POINT OF BEGINNING**.

Containing 9,906 sq. ft. (0.227 acres) more or less.

The basis of bearings for this description is the California State Plane Coordinate System of 1983 (CCS83), Zone 2. All distances herein are ground distances in U.S. Survey Feet.

Attached hereto is a plat labeled "Exhibit B" and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

END OF DESCRIPTION

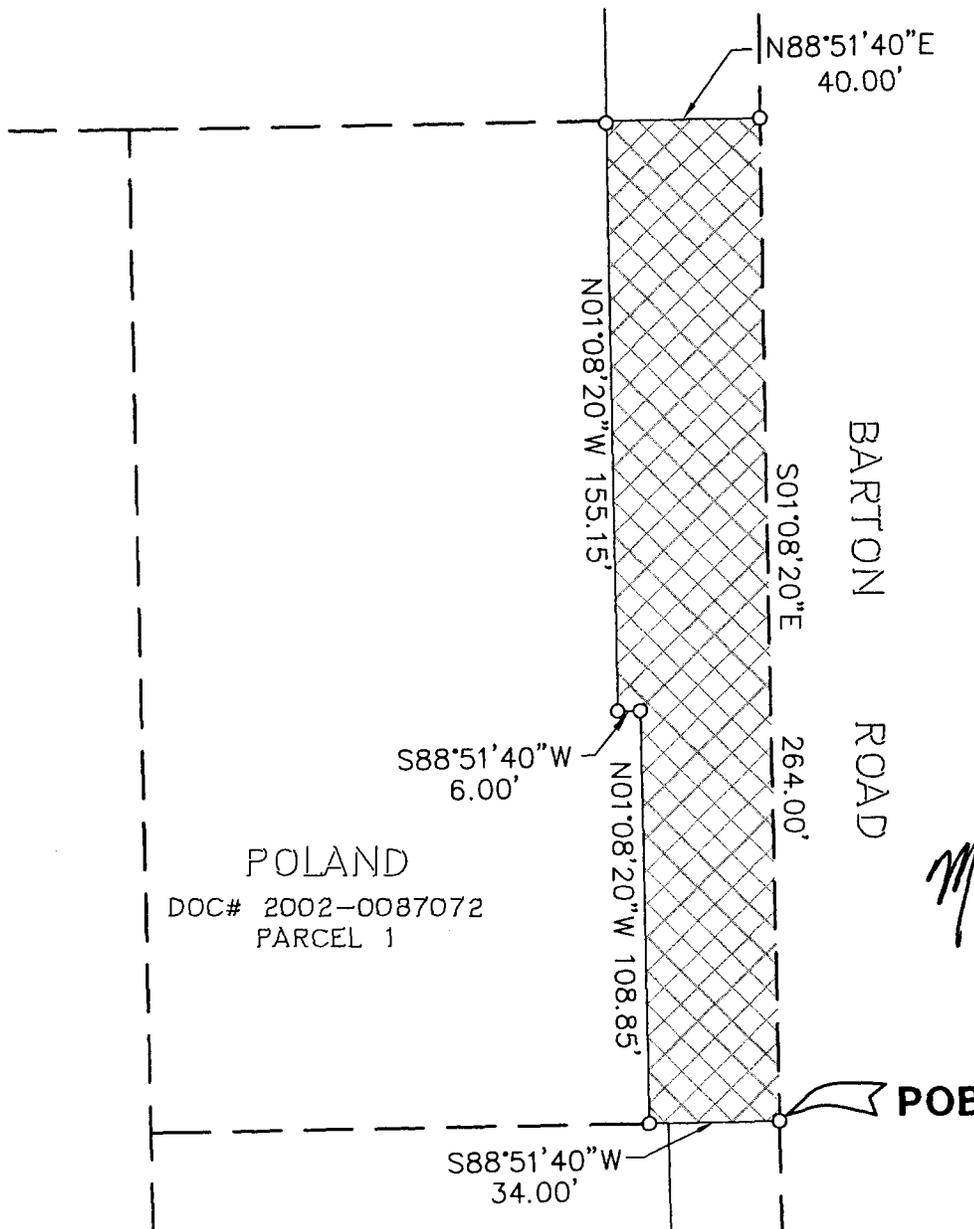
Mark J. Bardakjian 10-6-06
Mark James Bardakjian, LS No. 4567 Date



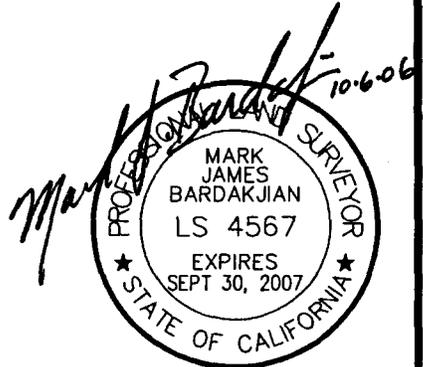
For and on behalf of ANDREGG Geomatics.

We take your position precisely.

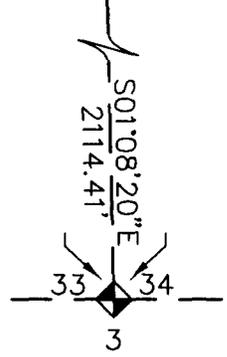
299



POLAND
 DOC# 2002-0087072
 PARCEL 1



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



PLAT MAP
 COUNTY OF PLACER
 HIGHWAY EASEMENT
 BARTON ROAD

APN: 046-121-072
 OWNER: POLAND, RAMSEY

EXHIBIT B

**ANDREGG
 GEOMATICS**
 www.andregg.com
 800-400-7072

300

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

Ramsey Poland,

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:

- 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 \$ 78,475.00 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. 102-27848. Escrow officer Sheri Sanantopolous – (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. FENCE AND TREES

Included in the amount payable in Paragraph 2.A. above is \$20,330.00 for replacement landscaping and approximately 60 LF of 4' high chain link and 50 LF of 3-strand barb wire fencing.

B. ROAD APPROACHES / DRIVEWAYS

At no expense to Grantor and at the time of road construction, construct road approach left of Engineer's Station 9+50 and 10+50, as shown on the construction plans. It is understood and agreed that upon completion of work of construction of the road approaches above mentioned, said road approaches shall be considered as encroachments under permit upon the County road and are 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.

C. VARIANCE COSTS

A building setback will be created from the new Highway Easement, which is the subject of this contract. This will cause the Grantor to apply for a building setback variance to construct within the setback. Included in the amount payable in Paragraph 2.A. above is \$1,200.00 for the Variance application fee.

C. 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.

D. 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.

4. TIME OF POSSESSION
(Initials of Grantor)

___ County will be entitled to possess the property at time of closing of escrow.

___ County will be entitled to possess the property upon payment if an escrow has not been opened.

RLC County will be entitled to possess the property upon acceptance of this Right-of-Way Contract by the designated representative of the County named below.

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

22nd day of February, 2007.

Ramsey Poland
Ramsey Poland

RECOMMENDED FOR APPROVAL:

By John P. Weber

COUNTY OF PLACER
BOARD OF SUPERVISORS

Chairman

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