

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: July 23, 2008
FROM: KEN GREHM / PETER KRAATZ
SUBJECT: RIGHT-OF-WAY CONTRACT AND DRAINAGE EASEMENT DEED
FROM JOAN LUNDELL ET AL - WEST SUNNYSIDE EROSION
CONTROL PROJECT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving the Right-of-Way Contract and accept the Drainage Easement Deed from Joan Lundell et al in the amount of \$26,000 for the West Sunnyside Erosion Control Project.

BACKGROUND / SUMMARY

The West Sunnyside Erosion Control Project is located in the Upper Talmont and Pineland residential subdivisions near the west shore of Lake Tahoe and within the Ward Creek watershed. To address water quality impacts in these these subdivisions, storm water drainage improvements have been designed to help achieve the water quality threshold standard for this portion of the watershed as adopted by the Tahoe Regional Planning Agency Environmental Improvement Program.

To construct the drainage improvements as designed, a drainage easement is required from a property owned by Joan Lundell et al. The easement contains 0.10 acres and is being acquired through a negotiated settlement.

ENVIRONMENTAL CLEARANCE

A Mitigated Negative Declaration for this project on was filed on January 10, 2007.

FISCAL IMPACT

The Drainage Easement is being purchased for \$26,000, and is being funded by the California Tahoe Conservancy (84%) and DPW Right-of-Way acquisition account (16%).

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

T:\DPWRoadwaysandBridges\Abandonments\Lundell.bm.doc

**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 JOAN LUNDELL ET AL AND THE
COUNTY OF PLACER AND ACCEPT THE
DRAINAGE 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:

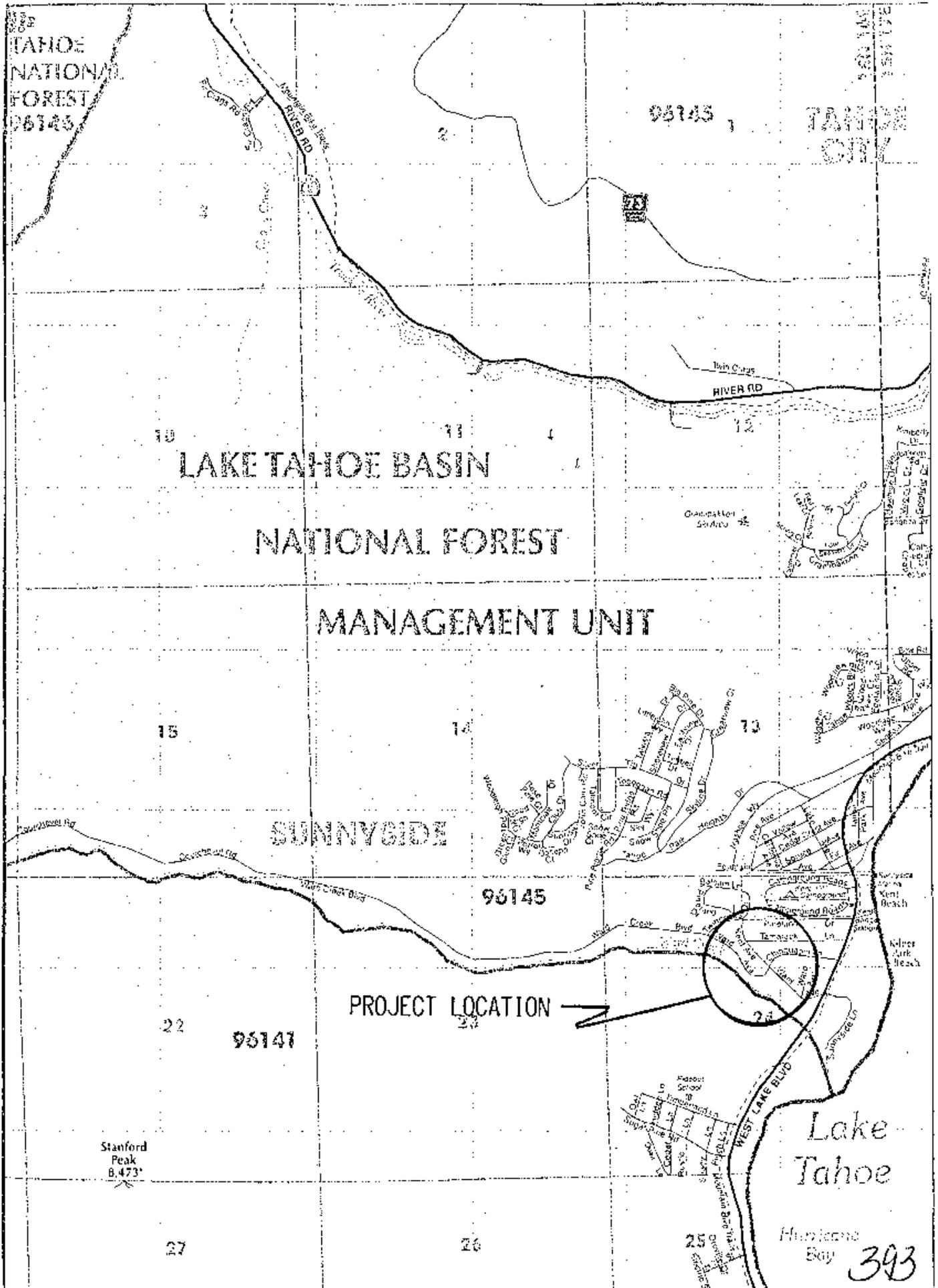
Signed and approved by me after its passage.

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 Joan Lundell et al 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 Drainage Easement Deed.

LOCATION MAP



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

Maurine Rice, Joan Lundell, and Sandra Pierce,

GRANTORS;

A Drainage 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 Grantors the sum of \$ 26,000.00 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. 102-29551. 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. RIGHT OF ENTRY

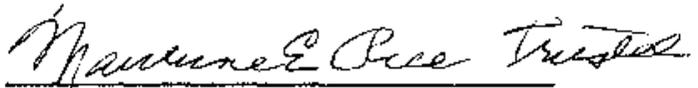
Permission is hereby granted Placer County, or its authorized contractor, to enter Grantor's property, where necessary, to construct the proposed drainage improvements as designed.

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

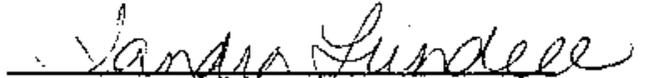
_____ day of _____, 2008.



Maurine E. Rice, Trustee



Joan S. Lundell, Trustee



Sandra Pierce

NOW KNOWN AS
SANDRA LUNDELL

ACCEPTANCE BY BOARD OF SUPERVISORS

COUNTY OF PLACER
BOARD OF SUPERVISORS

By _____
Chairman

Project Name

West Sunnyside E.C.

APN 084-220-002

Space above for Recorder

COUNTY OF PLACER

Department of Public Works

DRAINAGE 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,

See Attached Exhibit "D" for Grantors

the undersigned GRANTOR(S), HEREBY GRANTS TO THE COUNTY OF PLACER, a political subdivision of the State of California, an Easement for Drainage Purposes and uses appurtenant thereto, including but not limited to the construction and maintenance of gravity flow or pressure pipe, or open drainage channel, upon, over, under and across that certain real property situated in the County of Placer, State of California, bounded and described as follows:

See Attached Exhibit "A" for Legal Description

See Attached Exhibit "B" for Exhibit Map

See Attached Exhibit "C" for Right of Entry

GRANTOR(S)

Dated this _____ Day of _____, 20____

X Maurine E. Rice
Maurine E. Rice, Trustee

Trustee / Beneficiary _____

X Joan S. Lundell
Joan S. Lundell, Trustee

Recording Reference _____

X Sandra Lundell
Sandra Lundell

ACKNOWLEDGMENT

State of California }
County of San Diego
County of Placer

On 6/9/08 before me, Rita E. Certain, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Maurine E. Rice
Name(s) of Signor(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 Rita E. Certain
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

_____ 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

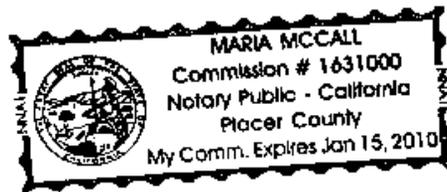
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of <i>California</i>)
)ss.
County of <i>Placer</i>)

On June 9, 2008 before me, Maria McCall, Notary Public, personally appeared Joan S. Lundell, 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 *Maria McCall* (Seal)



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of <u>Oregon</u>)
)ss.
County of <u>Deschutes</u>)

On 6/27/08 before me Kimberley Tessien, Notary Public, personally appeared Sandra Lindell, 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 Kimberley Tessien (Seal)

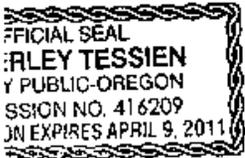
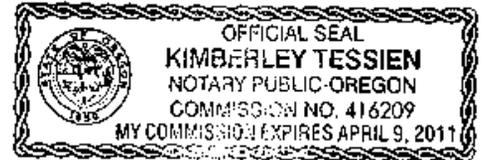


EXHIBIT "A"

All that portion of Lot 45 of Pineland Subdivision No. 2 as shown on the map filed August 23, 1954 in Book E of Maps at Page 77, Official Records of Placer County, California, lying within the following two described parcels:

Parcel 1

Commencing at the northwest corner of said Lot 45, thence along the northerly line of said Lot 45, South 83°43'34" East, 10.00 feet to a point on the easterly line of a 10.00 foot wide drainage easement as shown on said map, and the TRUE POINT OF BEGINNING of this description; thence continuing along the northerly line of said Lot 45, South 83°43'34" East, 6.00 feet; thence departing said northerly line, South 06°18'29" West, 33.10 feet to the beginning of a tangent curve, thence 13.33 feet along the arc of a 42.00 foot radius curve to the left through a central angle of 18°10'59", subtended by a chord bearing South 02°47'01" East a distance of 13.27 feet to a point on the northerly line of said easement; thence along the northerly and easterly lines of said easement the following two (2) courses:

- 1) North 55°09'01" West, 9.22 feet;
- 2) North 06°18'29" East, 41.80 feet to the POINT OF BEGINNING.

Containing 268 square feet, more or less.

Parcel 2

BEGINNING at the southwest corner of said Lot 45, thence along the westerly line of said Lot 45 North 06°18'29" East, 23.46 feet; thence departing said westerly line, North 46°22'28" East, 5.83 feet to the beginning of a tangent curve; thence 37.42 feet along the arc of a 42.00 foot radius curve to the left through a central angle of 51°02'54", subtended by a chord bearing North 20°51'01" East a distance of 36.19 feet to a point of reverse curvature; thence 51.49 feet along the arc of a tangent 58.00 foot radius curve to the right through a central angle of 50°52'00", subtended by a chord bearing North 20°45'34" East a distance of 49.82 feet; thence North 46°11'34" East, 28.99 feet to the beginning of a tangent curve; thence 97.16 feet along the arc of a 57.00 foot radius curve to the left through a central angle of 97°39'39", subtended by a chord bearing North 02°38'15" West a distance of 85.82 feet; thence North 51°28'05" West, 4.07 feet to the beginning of a tangent curve; thence 42.44 feet along the arc of a 58.00 foot radius curve to the right through a central angle of 41°55'12", subtended by a chord bearing North 30°30'29" West a distance of 41.49 feet to a point on the southerly line of a 10.00 foot wide drainage easement as shown on said map; thence along said southerly line, South 55°09'01" East, 30.61 feet to the beginning of a non-tangent curve; thence departing said southerly line, from a radial line bearing South 49°47'48" West, 8.26 feet along the arc of a 42.00 foot radius curve to the left through a central angle of 11°15'53", subtended by a chord bearing South 45°50'08" East a distance of 8.24 feet; thence South 51°28'05" East, 4.07 feet to the beginning of a tangent curve; thence 124.43 feet along the arc of a 73.00 foot radius curve to the right through a central angle

Sunnyside ECP
APN 084-220-002
mb/ak
January 10, 2008

of $97^{\circ}39'39''$, subtended by a chord bearing South $02^{\circ}38'15''$ East a distance of 109.90 feet; thence South $46^{\circ}11'34''$ West, 28.99 feet to the beginning of a tangent curve; thence 37.29 feet along the arc of a 42.00 foot radius curve to the left through a central angle of $50^{\circ}52'00''$, subtended by a chord bearing South $20^{\circ}45'34''$ West a distance of 36.07 feet to a point of reverse curvature; thence 51.68 feet along the arc of a tangent 58.00 foot radius curve to the right through a central angle of $51^{\circ}02'54''$, subtended by a chord bearing South $20^{\circ}51'01''$ West a distance of 49.98 feet; thence South $46^{\circ}22'28''$ West, 7.56 feet to the beginning of a tangent curve; thence 12.28 feet along the arc of a 42.00 foot radius curve to the left through a central angle of $16^{\circ}44'52''$, subtended by a chord bearing South $38^{\circ}00'02''$ West a distance of 12.23 feet to a point on the southerly line of said Lot 45; thence South $79^{\circ}28'12''$ West, 4.91 feet to the POINT OF BEGINNING.

Containing 4,415 square feet, more or less.

The basis of bearing for this description is the California State Plane Coordinate System, Zone 2.

End of Description



EXHIBIT "B"

10.00' DRAINAGE
EASEMENT PER
PINELAND SUB-
DIVISION NO. 2

WARD AVENUE

50'
RIGHT
OF
WAY

POC
PARCEL 1

POB
PARCEL 1

PARCEL 1
268 S.F.

S49°47'48"W (R)

10.00' DRAINAGE
EASEMENT PER
PINELAND SUB-
DIVISION NO. 2

LOT 46
PINELAND
SUBDIVISION
NO. 2



PARCEL 2
4,415 S.F.

LOT 44
PINELAND
SUBDIVISION
NO. 2

LOT 45
PINELAND
SUBDIVISION
NO. 2

10.00' DRAINAGE
EASEMENT PER
PINELAND SUB-
DIVISION NO. 2

POB
PARCEL 2

LEGEND

- PARCEL LINES
- - - EXISTING EASEMENT
-  PARCEL EASEMENTS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- (R) RADIAL BEARING

LOT 45	
SHEET:	3 OF 4
SCALE:	1" = 40'
APPROVED:	MEB
DATE:	1/10/08
PBSJ	
<small>555 Double Eagle Court Suite 2000 Reno, Nevada 89521 Telephone: 775/824-1822 Fax: 775/824-1824</small>	
<small>ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION SERVICES</small>	

404

EXHIBIT "B"

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S83°43'34"E
L2	6.00	S83°43'34"E
L3	33.10	S06°18'29"W
L4	9.22	N55°09'01"W
L5	41.80	N06°18'29"E
L6	23.46	N06°18'29"E
L7	5.83	N46°22'28"E
L8	28.99	N46°11'34"E
L9	4.07	N51°28'05"W
L10	30.61	S55°09'01"E
L11	7.56	S46°22'28"W
L12	4.91	N79°28'12"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	13.33	42.00	18°10'59"	13.27	S02°47'01"E
C2	37.42	42.00	51°02'54"	36.19	N20°51'01"E
C3	51.49	58.00	50°52'00"	49.82	N20°45'34"E
C4	97.16	57.00	97°39'39"	85.82	N02°38'15"W
C5	42.44	58.00	41°55'12"	41.49	N30°30'29"W
C6	8.26	42.00	11°15'53"	8.24	S45°50'08"E
C7	124.43	73.00	97°39'39"	109.90	S02°38'15"E
C8	37.29	42.00	50°52'00"	36.07	S20°45'34"W
C9	51.68	58.00	51°02'54"	49.98	S20°51'01"W
C10	12.28	42.00	16°44'52"	12.23	S38°00'02"W



11/5/08

LOT 45	
SHEET:	4 OF 4
SCALE:	1" = 40'
APPROVED:	MEB
DATE:	1/10/08
PBSJ	555 Double Eagle Court Suite 2000 Reno, Nevada 89521 Telephone: 775/828-1622 Fax: 775/828-1628
ENGINEERING - PLANNING - SURVEYING - CONSTRUCTION SERVICES	

405

Exhibit "C"

SUBJECT TO a right of entry by the STATE OF CALIFORNIA ("State") in the event that any essential term or condition of that certain grant agreement for the acquisition of real property No. CTA-06034 entered into between State, acting by and through the California Tahoe Conservancy and Placer County on March 16, 2007 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of Placer County under said agreement, and shall have the effect of vesting full Placer County title to the hereinabove described real property in State at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Section 885.010 – 885.070, and shall be construed in accordance with said provisions (or successor statutes).

EXHIBIT "D"

MAURINE E. RICE, TRUSTEE OF THE MAURINE E. RICE FAMILY TRUST
DATED FEBRUARY 20, 1987;

JOAN S. LUNDELL, TRUSTEE OF THE LOWELL C. LUNDELL AND JOAN S.
LUNDELL TRUST DATED MAY 13, 1988;

SANDRA ^{LUNDELL} ~~PIERCE~~, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY, AS INTEREST APPEARS OF RECORD