



# Resource Management Agency COUNTY OF TULARE AGENDA ITEM

## BOARD OF SUPERVISORS

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

EDDIE VALERO  
District Four

DENNIS TOWNSEND  
District Five

**AGENDA DATE:** February 11, 2020

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celest Perez    PHONE: (559) 624-7010

**SUBJECT:** Right of Way Contract with Dutro Ranch, LLC for the Avenue 232 Safety Improvements Project

**REQUEST(S):**

That the Board of Supervisors:

1. Approve the Right of Way Contract with Dutro Ranch, LLC for the Avenue 232 Safety Improvements Project, west of the City of Tulare, in the amount of \$29,400; and
2. Authorize the Resource Management Agency Director to sign the Contract; and
3. Authorize County Counsel to sign the Grant Deed Acceptance upon presentation; and
4. Authorize the Resource Management Agency Director or designee to open escrow and sign all documents to facilitate the escrow for the acquisition; and
5. Direct the Auditor to draw a warrant in the amount of \$30,675 in favor of First American Title Company, or the County's designated Title Company.

**SUMMARY:**

The Resource Management Agency is currently in the right of way phase for the Avenue 232 Safety Improvements Project, which consists of improvements along the Avenue 232 corridor between Road 36 and Road 76. The project will include the installation of left-turn lanes along Avenue 232 at Road 36, Road 56, and Road 68, and the installation of rumble strips/stripes within the corridor. The project also requires additional right of way acquisition and utility relocations to accommodate intersection widening associated with the installation of the left-turn lanes.

**SUBJECT:** Right of Way Contract with Dutro Ranch, LLC for the Avenue 232 Safety Improvements Project  
**DATE:** February 11, 2020

In accordance with the County of Tulare's Right of Way process, as set by the Caltrans Right of Way Manual and the adoption of Chapter 10 of the Local Assistance Procedures Manual, public improvement projects awarded by the County can only proceed once necessary rights of way and easements have been acquired. The County of Tulare has contracted with The Hopper Company to provide appraisal services for the property acquisitions on this project.

This particular property is zoned AE-40 (Exclusive agricultural zone) and is located on the northeast corner of Avenue 232 and Road 56, west of the City of Tulare. The property being purchased is a portion of Assessor's Parcel Number 158-060-007. This acquisition includes new right of way consisting of 1,102 square feet and an underlying fee of 31,793 square feet. The owner is being compensated \$1,001 for the new right of way and underlying fee, and \$28,350 for severance damages. Severance damages include removal of five (5) almond trees to maintain a required setback and turn rows, fix the drip irrigation lines in two (2) tree rows, relocate the ditch pump, and remove two (2) more almond trees to make room for the ditch pump. This offer is based on the Fair Market Value Appraisal by The Hopper Company and rounded to the nearest \$50 per the Caltrans Right of Way Manual.

Escrow and Title costs have been estimated at \$1,275. It is recommended the warrant to First American Title Company, or the County's designated title company, be drawn in the amount of \$30,675. Any overage at the close of escrow will be refunded and deposited.

**FISCAL IMPACT/FINANCING:**

There is No Net County Cost.

The project is being funded by Federal Highway Safety Improvement Program (HSIP) and local funds programmed for this project.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

**Safety and Security** – This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorists using this facility.

**ADMINISTRATIVE SIGN-OFF:**



\_\_\_\_\_  
Reed Schenke, P. E.  
Director

cc: County Administrative Office

Attachment(s) Attachment A- Agreement

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RIGHT OF WAY CONTRACT WITH DUTRO RANCH, LLC FOR THE AVENUE 232 SAFETY IMPROVEMENTS PROJECT	) ) ) )	Resolution No. _____ Agreement No. _____
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UPON MOTION OF SUPERVISOR \_\_\_\_\_,      SECONDED      BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD FEBRUARY 11, 2020,  
BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved the Right of Way Contract with Dutro Ranch, LLC for the Avenue 232 Safety Improvements Project, west of the City of Tulare, in the amount of \$29,400; and
2. Authorized the Resource Management Agency Director to sign the Contract; and
3. Authorized County Counsel to sign the Grant Deed Acceptance upon presentation; and
4. Authorized the Resource Management Agency Director of designee to open escrow and sign all documents to facilitate the escrow for this acquisition; and
5. Directed the Auditor to draw a warrant in the amount of \$30,675 in favor of First American Title, or the County's designated Title Company.

Attachment "A"  
Purchase Agreement

**RIGHT OF WAY CONTRACT – Fee Title Acquisition**

RW 8-3 (Rev. 6/1995)

DIST 06	CO TUL	RTE Ave 232	POST N/A	EXP AUTH N/A
Tulare, California			DATE December 17, 2019	
GRANTOR Dutro Ranch LLC				

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) 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.
- (B) Grantee requires said property described herein **Attachment "A" and Attachment "B", to provide safety improvement along the Ave 232 corridor between Road 36 and Road 76, including installation of left-turn lanes along Avenue 232 at Road 36, road 56 and Road 68, and installation of rumble strips/stripes within the corridor,** for County purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The County shall:

- (A) Pay the undersigned grantor(s) the sum of **\$ 29,400** for the property or interest conveyed by above document(s) 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:
  - a. Taxes for the tax year in which this escrow closes 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.
  - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
  - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - d. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the real property referenced above, together with all rights, privileges, and immunities relation thereto, whether or not appearing in the Public Records.



**RIGHT OF WAY CONTRACT – Fee Title Acquisition**

RW 8-3 (Rev. 6/1995)

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- e. Under Section 18662, Subdivision (e), of the California Revenue and Taxation Code, a person who sells California real property worth more than \$100,000 and has a last known street address outside of California at the time of transfer of title, is required to pay tax equal to 3-1/3 percent of the sales price.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate grantors for the expense of performing the following work: **Remove five (5) almond trees to maintain a required setback and turn rows, fix the drip irrigation lines in two (2) tree rows, relocate the ditch pump, and remove two (2) more almond trees to make room for the ditch pump.**
4. I (we) understand and agree that after completion of the work described in **Clause (3)**, said facility(ies) will be considered as my/our sole property and I (we) will be responsible for its/their maintenance and repair.
5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on **April 1, 2020, or the close of escrow controlling this transaction, whichever occurs first**, and that the amount shown in Clause 2(A) above herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
6. The Grantor agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the County.
7. In consideration of the County's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant and agree to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor(s) obligation herein to indemnify the County shall not exceed the amount paid to the Grantor(s) under this contract.
8. 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.
9. It is agreed that the net proceeds of the amount payable under Clause 2(A) above shall be paid as follows:

**Dutro Ranch LLC.**

**RIGHT OF WAY CONTRACT – Fee Title Acquisition**

RW 8-3 (Rev. 6/1995)

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**1072 Ridgemark Drive**

**Hollister, CA 95023**

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10. This transaction will be handled through an escrow with **First American Title Company and the address is 484 North Prospect Street, Suite C, Porterville CA 93257, Escrow No. 54075786190.**
11. County agrees to indemnify and hold harmless **Dutro Ranch LLC** from any liability arising out of County's operations under this agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this agreement and County will, at its option, either repair or pay for such damage.

Remainder of page intentionally left blank


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dutro Ranch LLC:

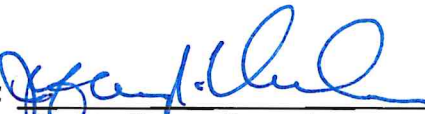
By:   
President

By:   
Secretary

**RECOMMENDED FOR APPROVAL:**

By:   
Heather Franklin  
Right of Way Agent

**APPROVED AS TO FORM:**  
County Counsel

By:   
Deputy County Counsel  
Matter # 20181512

**APPROVED BY:**

By: \_\_\_\_\_  
Reed Schenke, Director  
Resource Management Agency

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.**



**RIGHT OF WAY CONTRACT – Fee Title Acquisition**

RW 8-3 (Rev. 6/1995)

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Exhibit "A"  
Right of Way Plat and Legal  
Fee Title

## EXHIBIT "A"

### Right of Way Acquisition

Affects the real property designated as APN 158-060-007  
Tulare County Project: Avenue 232 Safety Improvements Project

That portion of the California Farmland Tract, recorded in Volume 7 of Maps at Page 49, Tulare County Records, lying in the southwest quarter of Section 2, Township 20 South, Range 23 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

Commencing at south quarter corner of said Section 2, thence North 00°48'49" East, along the east line of said southwest quarter, 55.11 feet;

thence North 89°11'11" West 20.00 feet to the point intersection of the west right of way line of said Tract and the north right of way line as described in the Grant Deed recorded in Volume 2046, Page 439 of Official Records of Tulare County, said point being the Point of Beginning;

thence North 88°52'54" West, along said north right of way line 88.04 feet;

thence North 85°01'29" East 53.81 feet;

thence North 44°42'44" West 46.88 feet;

thence North 00°48'49" East 65.92 feet

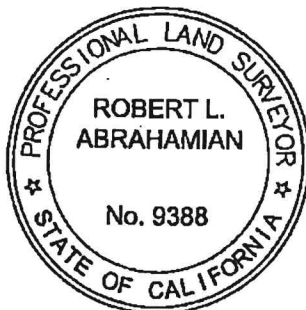
thence South 89°11'11" East 2.00 feet to the west right of way line of said Tract;

thence South 00°48'49" West, along said east right of way line, 105.59 feet to the Point of Beginning.

The above described parcel contains 1,102 square feet, more or less.

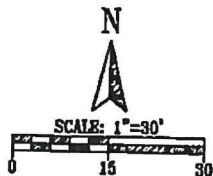
SEE ATTACHED EXHIBIT "B"

End of Description



*Rob Abrahamian*  
8/14/2019

Exhibit "A"



CENTER CORNER OF  
SECTION 2, T.20S., R.23E.

WEST 20 FOOT RIGHT OF WAY PER  
THE CALIFORNIA FARMLAND TRACT

S89°11'11"E  
2.00'

LOT 191 OF  
CALIFORNIA FARMLAND TRACT  
RECORDED IN VOLUME 7 OF MAPS AT PAGE 49,  
TULARE COUNTY RECORDS

NORTH LINE OF THE SOUTH 30 FEET OF  
LOTS 191 AND 192 OF CALIFORNIA FARMLAND TRACT  
PER PARCEL 1 OF GRANT DEED RECORDED IN  
VOLUME 2046, PAGE 439 OF OFFICIAL RECORDS, TULARE COUNTY

PARCEL AREA:  
1,102 SQUARE FEET

N85°01'29"E  
53.81'

N44°42'44"E  
46.88'

N00°48'49"E 65.92'

S00°48'49"W 105.59'

N00°48'49"E 2674.99'

ROAD 56

N89°11'11"W  
20.00'

N88°52'54"W 88.04'

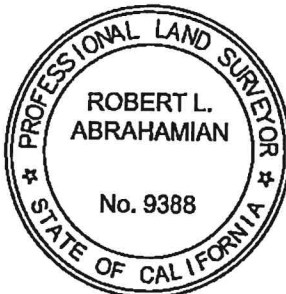
POINT OF BEGINNING

RIGHT OF WAY  
55.00'

AVENUE 232

SOUTH QUARTER CORNER  
OF SECTION 2, T.20S., R.23E.

SOUTHWEST CORNER OF  
SECTION 2, T.20S., R.23E.



*Rob Abrahamian*  
8/14/2019

BASIS OF BEARINGS

CALIFORNIA COORDINATE SYSTEM OF 1983,  
ZONE 4, EPOCH 2010.00.

RIGHT OF WAY  
APN: 158-060-007  
AVENUE 232 SAFETY IMPROVEMENTS PROJECT  
TULARE COUNTY

TULARE COUNTY  
RESOURCE MANAGEMENT  
AGENCY  
5961 SOUTH MOONEY BLVD.  
VISALIA, CA 93277



**RIGHT OF WAY CONTRACT – Fee Title Acquisition**

RW 8-3 (Rev. 6/1995)

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Exhibit "B"  
Right of Way Plat and Legal  
Underlying Fee



Exhibit "B"

Underlying Fee Area

Affects the real property designated as APN 158-060-007  
Tulare County Project: Avenue 232 Safety Improvements Project

Those portions of the California Farmland Tract, recorded in Volume 7 of Maps at Page 49, Tulare County Records, lying in the southwest quarter of Section 2, Township 20 South, Range 23 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

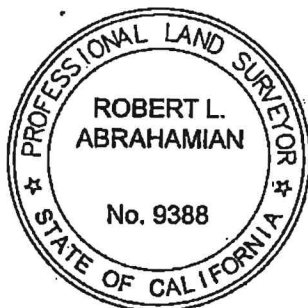
The south of 25.00 feet of the east 1163.27 feet of the said southwest quarter.

Together with the east 20.00 feet of the south 160.70 feet of the said southwest quarter.

The above described parcel contains 31,793 square feet, more or less.

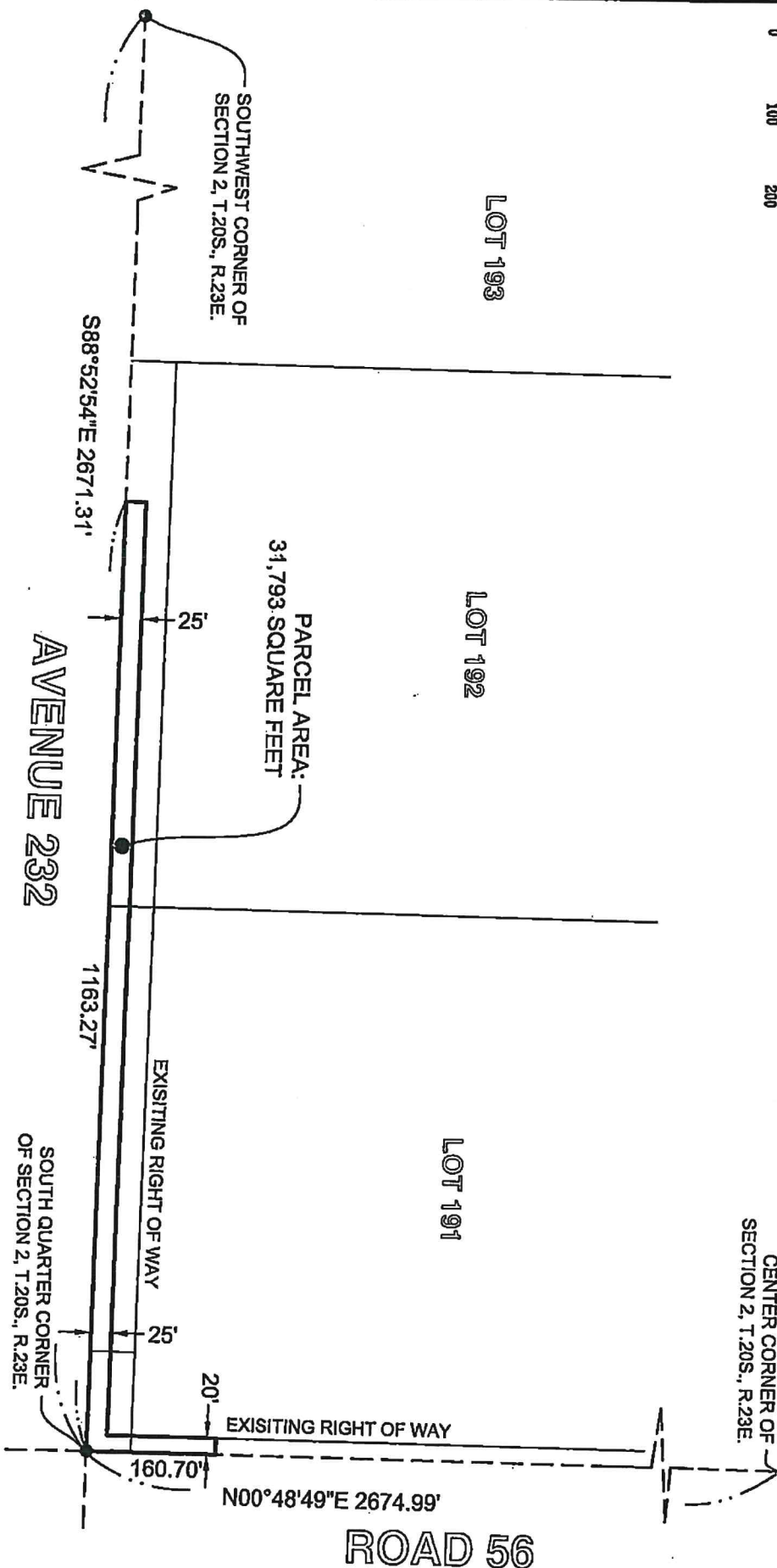
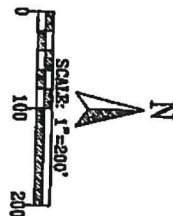
SEE ATTACHED EXHIBIT "B"

End of Description



*Rob Abrahamian*  
8/14/2019

# EXHIBIT "B"



## BASIS OF BEARINGS

CALIFORNIA COORDINATE SYSTEM OF 1983,  
ZONE 4, EPOCH 2010.00.

## NOTE

NUMBERED LOTS SHOWN HEREON ARE IN REFERENCE TO  
THE CALIFORNIA FARMLAND TRACT AS RECORDED IN  
VOLUME 7 OF MAPS AT PAGE 49, TULARE COUNTY RECORDS.



*Rob Abrahamian*  
8/14/2019

UNDERLYING FEE AREA  
APN: 158-060-007  
**AVENUE 232 SAFETY IMPROVEMENTS PROJECT**  
TULARE COUNTY

**TULARE COUNTY**  
**RESOURCE MANAGEMENT**  
**AGENCY**  
5961 SOUTH MOONEY BLVD.  
VISALIA, CA 93277

