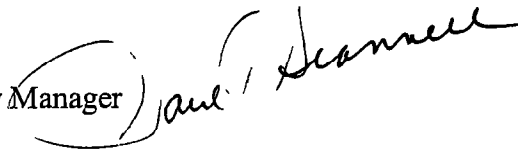


COUNTY OF SAN MATEO
County Manager's Office

DATE: March 14, 2001
Agenda Date: March 27, 2001

TO: Honorable Board of Supervisors

FROM: Paul T. Scannell, Assistant County Manager 

SUBJECT: Acquisition of Road Easement from Robin and Pamela Joy, Trustees,
for Winslow Street Realignment Project, Redwood City (C.O.P No. 2579)

Recommendation

Adopt a resolution authorizing the President of the Board of Supervisors to:

1. Execute a Right of Way Contract
2. Accept an Easement Grant Deed.
3. Approve a claim in the total amount of \$500.

Background

The Department of Public Works constructed road improvements to Winslow Street, Bradford Street, Fuller Street and Brewster Avenue in Redwood City. The purpose of the project was to improve safety and sight distance on these streets and to improve the Winslow Street entrance to the Government Center. The project required acquisition of one improved parcel on Winslow Street. Acquisition of this Winslow Street property was completed in late 1996.

After final design of the project was completed it was determined that a 50 square foot portion of another parcel on Fuller Street would be needed to construct the project. Construction of the street improvements was allowed on this parcel under a Right of Entry Agreement with the property owners while negotiations continued for acquisition of a permanent road easement.

The project was completed in 1998 and upon completion the area to be acquired on the Fuller Street parcel was reduced to 7 square feet. The property was in the process of being sold and the new owners were contacted concerning the County's acquisition. It took some time to arrange for the owners to sign the necessary documents although they were agreeable to the acquisition.

Discussion

The Right of Way Contract presented for your approval is with Robin Lee Joy and Pamela Ruth Joy, Trustees of the Joy Family Trust, and is for acquisition of a 7 square foot road easement

Honorable Board of Supervisors
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The easement was appraised by an independent appraiser at the time the project was constructed and was determined to have a nominal value of \$500.

Major conditions of the Right of Way Contract are as follows:

1. The grantors will be paid \$500 for the easement.
2. The County is to pay any title and escrow fees.
3. The \$500 payment includes yard improvements/landscaping that were in the easement area.
4. The possession date of the property is retroactive to August 27, 1997, the effective date of the Right of Entry allowing construction of the street improvements

The Director of Public Works concurs with our recommendation.

County Counsel's office has approved the form of Right of Way Contract.

Fiscal Impact

The purchase price of the easement is \$500 and is available in the Road Fund.

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cc/enc: D. Penny Bennett, Deputy County Counsel
Milton Mares, Deputy County Counsel

cc: Neil Cullen, Director, Public Works Department
Attn: Susan Durling, Executive Secretary
Lynda Green, Manager, Real Property Services

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING PURCHASE OF ROAD EASEMENT BY THE
COUNTY OF SAN MATEO AND EXECUTION OF RIGHT OF WAY CONTRACT
FOR WINSLOW STREET REALIGNMENT PROJECT
(C.O P NO. 2579)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of
California, that

WHEREAS, it is necessary and desirable that the County of San Mateo purchase of a
road easement from Robin Lee Joy and Pamela Ruth Joy, Trustees of the Joy Family Trust, for
the realignment of Winslow Street in Redwood City; and

WHEREAS, a Right of Way Contract providing therefore, pursuant to the terms and
conditions therein stated, has been presented to this Board of Supervisors; and

WHEREAS, this Board has read and considered the same and has determined that it is
necessary and desirable that the same be executed for and on behalf of the County of San Mateo.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

1. That the President of this Board of Supervisors be, and is hereby, authorized and
directed to execute the aforementioned Right of Way Contract and accompanying Certificate of
Acceptance and the signature of the Clerk of this Board shall attest thereto.
2. That the claim in the total amount of \$500 is approved.

* * * * *

Los Altos Hills, California

Project: Winslow Street
Realignment

March 13, 2001

Parcel No.: 2579

**COUNTY OF SAN MATEO
RIGHT OF WAY CONTRACT**

An Easement Grant Deed has been executed and delivered by Robin Lee Joy and Pamela Ruth Joy, Trustees of the Joy Family Trust dated May 22, 1998, (hereinafter called 'Grantors ') to the County of San Mateo (hereinafter called 'County'). 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 obligations or claims on this account, or on account of the location, grade, and construction of the said proposed public improvement
- 2 The County shall:
 - A Pay all escrow, recording and title insurance charges, incurred in this transaction, if any
 - B Pay Grantors the sum of \$500 for the property described in said Easement Grant Deed upon recordation of said deed by County, conditioned upon the property vesting in the County subject to all liens, encumbrances, easements (recorded and/or unrecorded), assessments, and current taxes
4. The County may expend any or all monies payable under this agreement to discharge delinquent taxes for other than the fiscal year referred to in paragraph 2B
5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the County harmless and reimburse the County for any and all losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month
- 6 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, commenced on August 27, 1997, under that certain Right of Entry of the same date. The amount shown in Clause 2B herein includes but is not limited to, full payment for such possession and use, including damages, if any, from said date.
- 7 It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2B herein is payment in full to compensate