
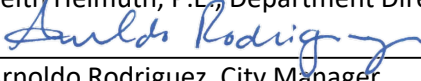


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, P.E., Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: March 4, 2020

Agenda Number: B-4

SUBJECT:

Consideration of a Resolution Approving Three Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Three Easement Deeds, and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (APN No. 009-130-001, 009-130-007, and 009-340-043)

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution:

1. Approving three Agreements for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreements.
3. Accepting three Easement Deeds.
4. Authorizing the City Clerk to execute the Certificate of Acceptance of three Easement Deeds and record the Easement Deeds.

SUMMARY:

Right-of-Way (ROW) acquisition from three parcels of land are necessary for the new traffic signal installation at the intersection of Howard Road and Granada Drive project. The agreements and easement deeds have been executed by the property owners and they are recommended for approval. The value of the land for the acquisition from the three parcels is \$11,611.50. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2018/19 Budget.

DISCUSSION:

ROW acquisition was necessary from owners of three parcels. All three parcels required a partial land acquisition. The parcels are located on the for the northeast, northwest and

southwest corner of Howard Road and Granada Drive. Agreements for PURCHASE AND SALE AND EASEMENT DEEDS have been executed by the property owners of all three parcels.

The land acquisition and improvements from the subject parcels are listed in Table 1.

Table 1:		
APN	Area (Square Feet)	Cost
009-130-001	391	\$2,451.50
009-130-007	462	\$4,620.00
009-340-043	445	\$4,450.00

The scope of the project consists of the following;

- Installation of a new traffic signal at the intersection of Howard Road and Granada Drive including signal poles, electrical conduit, electrical control cabinet, video detection camera, etc.
- Installation of American with Disabilities (ADA) handicap access ramps.
- Installation of storm drainpipe and relocation of an existing storm drain inlet.
- Adjustment of existing manholes and utility covers to final grade.
- Installation traffic striping and markings.
- Installation of asphalt concrete.

On May 18, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines.

FINANCIAL IMPACT:

There will be no impact to the City’s General Fund for the right-of-way and construction costs for this project. Measure T – LTP/ADA Compliance funds were used for the right of way acquisition. These funds are included in the City’s FY 2018/19 Budget, Account No:41540000-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Residential and commercial areas are not specifically addressed in the vision or action plans. However, some components are consistent.

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan

ALTERNATIVES:

City Council may choose to elect the ROW acquisition. The rejection of ROW acquisition would result in the inability to install the traffic signal due to right of way constraints. As an alternative, Council may choose to request information.

ATTACHMENTS:

1. Resolution

Exhibit 1 – Agreements and Deeds

Exhibit A – Agreement (100 N Granada Drive Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit B – Agreement (2531 Howard Road Suite 103 Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit C – Agreement (21821 Avenue 16 Madera, CA 93637)

Exhibit 1 – Six Deeds with One Exhibit

Exhibit D - Property Owner List

2. Location Map

ATTACHMENT 1
Resolution

RESOLUTION NO. 20-___

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THREE AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS, ACCEPTING THREE EASEMENT DEEDS AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND RECORD THE EASEMENT DEEDS FOR THE NEW TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF HOWARD ROAD AND GRANADA DRIVE, CITY PROJECT NO. TS-17 (APN NO. 009-130-001, 009-130-007, AND 009-340-043)

WHEREAS, the City Council of the City of Madera has approved the New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (the Project); and

WHEREAS, the Project requires the acquisition of right of way from three parcels of land to install the signal poles at the Northeast, Northwest, and Southeast corner of Howard Road and Granada Drive; and

WHEREAS, the three property owners of record, listed in Exhibit 1 attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the signal Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in each Agreement for Purchase and Sale of Real Property (Agreement) and attached to each Easement Deed; and

WHEREAS, the purchase price offered for the properties has been established per square foot in accordance with the City's recent acquisitions for commercial and residential properties; and

WHEREAS, on May 18, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

WHEREAS, the three agreements and three easement deeds recommended for approval and acceptance are on file in the office of the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Mayor is authorized to execute the Agreements, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.
4. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit 2.
5. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
6. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1

Agreement and Deeds

EXHIBIT A

Agreement

(100 N Granada Drive Madera, CA 93637)

PROJECT: Installation of Traffic Signal in the intersection of Howard Rd. and Granada Dr.

OWNER: Edwin A. Cortez Orellana

MAILING ADDRESS: 100 N Granada Dr (APN 009-130-001-000)
Madera, CA 93637

SITUS: 100 N Granada Dr
Madera, CA 93637

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Edwin A. Cortez Orellana, a married man as his sole and separate property hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.
2. The purchase price of the Offered Property shall be the sum of **\$2,541.50 (Two Thousand Five Hundred Forty-One Dollars and Fifty cents)**, as just compensation therefor for land and severance.
3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.
4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

- a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.
6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.
 7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.
 8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.
 9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.
 10. Time is of the essence of each and every term, condition and covenant hereof.
 11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2020

CITY OF MADERA

SELLER

By: _____
Andrew J. Medellin, Mayor

By:  _____

APPROVED AS TO FORM:

By: _____
City Attorney - Hilda Cantu Montoy

ATTEST:

By: _____
City Clerk – Alicia Gonzales

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_
APN: 009-130-001-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
Edwin A. Cortez Orellana, a married man as his sole and separate property

DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on
and in the following described real property in the City of Madera, California, County of Madera, State
of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: February 22, 2020

By: [Signature]
Property Owner Signature(s) above, Printed Name Below

Edwin A Cortez Orellana

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Madera)

On February 22, 2020, before me, MANUEL ANGUIANO, Notary Public, personally appeared _____ 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]

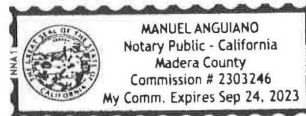


EXHIBIT 'A'

SHEET 1 OF 2

That portion of Section 22, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof described as follows:

BEGINNING at a point lying 30.00 feet north of the South Line and 45.00 feet west of the East Line of said Section 22, being the Southwest Corner of the property deeded to the County of Madera per Grant Deed recorded in Book 695 at page 500, Official Records Madera County; thence North 66°03'28" East along the Westerly Line of said property, a distance of 29.57 feet; thence North 20°29'32" East, a distance of 8.62 feet to a point lying 15.00 feet west of the East Line of said Section 22; thence North 0°07'56" East parallel with said East Line, a distance of 15.39 feet; thence North 89°52'04" West, a distance of 1.29 feet; thence South 45°03'55" West, a distance of 21.48 feet; thence South 0°00'06" East, a distance of 11.40 feet; thence South 73°22'34" West, a distance of 31.09 feet to a point lying 30.00 feet north of the South Line of said Section 22; thence North 89°59'54" East parallel with said South Line, a distance of 16.21 feet to the Point of Beginning.

Containing 391 square feet more or less

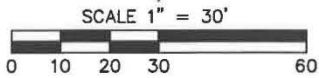



August 2, 2019
Katrina M. Olsen, LS 7058
McPheeters & Associates
1486 Tollhouse Rd, Suite 107
Clovis, CA 93611
(559) 299-9098
www.mcpheeters.com

Job No. 117151

EXHIBIT 'A'

SHEET 2 OF 2



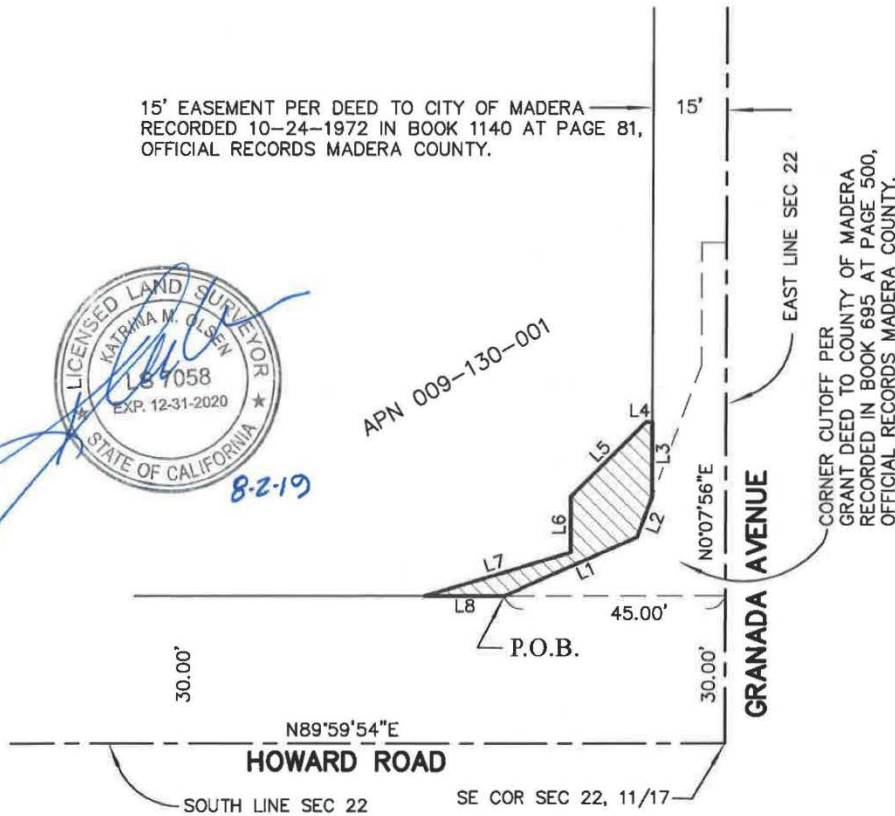
 INDICATES EASEMENT TO BE DEEDED CONTAINING 391 SQ. FT MORE OR LESS.

NUM	BEARING	DISTANCE
L1	N66°03'28"E	29.57'
L2	N20°29'32"E	8.62'
L3	N 0°07'56"E	15.39'
L4	N89°52'04"W	1.29'
L5	S45°03'55"W	21.48'
L6	S 0°00'06"E	11.40'
L7	S73°22'34"W	31.09'
L8	N89°59'54"E	16.21'

15' EASEMENT PER DEED TO CITY OF MADERA
RECORDED 10-24-1972 IN BOOK 1140 AT PAGE 81,
OFFICIAL RECORDS MADERA COUNTY.



APN 009-130-001



CORNER CUTOFF PER
GRANT DEED TO COUNTY OF MADERA
RECORDED IN BOOK 695 AT PAGE 500,
OFFICIAL RECORDS MADERA COUNTY.

CITY OF MADERA

PREPARED BY:
McPHEETERS & ASSOCIATES
1486 TOLLHOUSE ROAD, #107
CLOVIS, CA 93611
(559) 299-9098

HOWARD RD. & GRANADA AVE.

PORTION OF SECTION 22, TOWNSHIP 11 SOUTH,
RANGE 17 EAST, MOUNT DIABLO AND MERIDIAN

DATE: 08-02-2019
DRAWN BY: KMO
FILE: 117151 RW.DWG

EXHIBIT B

Agreement

(2531 Howard Road Suite 103 Madera, CA 93637)

PROJECT: Installation of Traffic Signal in the intersection of Howard Rd. and Granada Dr.

OWNER: E&R Mauricio Holdings, LLC, a California Limited Liability Company

MAILING ADDRESS: 2531 Howard Rd Ste 103 (APN 009-340-043-000)
Madera, CA 93637

SITUS: 2531 Howard Rd Ste 103
Madera, CA 93637

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

E&R Mauricio Holdings, LLC, a California Limited Liability Company hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.
2. The purchase price of the Offered Property shall be the sum of **\$4,450 (Four Thousand Four Hundred Fifty Dollars)**, as just compensation therefor for land and severance.
3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.
4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

- a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.
6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.
 7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.
 8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.
 9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.
 10. Time is of the essence of each and every term, condition and covenant hereof.



11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

SELLER

By: _____
Andrew J. Medellin, Mayor

By: 


APPROVED AS TO FORM:

By: _____
City Attorney - Hilda Cantu Montoy

ATTEST:

By: _____
City Clerk - Alicia Gonzales

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE - R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code..... No Fee Due _0_

APN: 009-340-043-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
E. & R. Mauricio Holdings, LLC, a California Limited Liability Company

DOES HEREBY GRANT TO THE **CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on
and in the following described real property in the City of Madera, California, County of Madera, State
of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: 10-29-2019

By: [Signature]

Property Owner Signature(s) above, Printed Name Below
ERNESTO F. MAURICIO

[Signature]
Rosalinda M.
MAURICIO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Madera)

On October 29, 2019, before me, Diana Rosas, Notary Public, personally appeared Ernesto E. Mauricio and Rosalinda M. Mauricio 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]

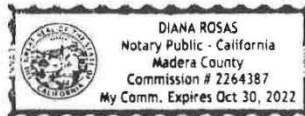


EXHIBIT 'A'

SHEET 1 OF 2

That portion of Section 23, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof described as follows:

BEGINNING at a point lying 40.00 feet north of the South Line and 55.00 feet east of the West Line of said Section 23, being the Southeast Corner of the easement deeded to the City of Madera per the Grant Deed recorded April 15, 1982 recorded in Book 1635 at page 344, Official Records Madera County; thence North 89°57'46" East parallel with the South Line of said Section 23, a distance of 26.50 feet; thence North 0°02'14" West, a distance of 13.50 feet; thence North 89°44'42" West, a distance of 15.24 feet; thence North 50°52'56" West, a distance of 8.01 feet to a point lying 60.00 feet east of the West Line of said Section 23; thence North 0°07'56" East parallel with said West Line, a distance of 9.00 feet; thence North 89°52'04" West, a distance of 5.00 feet to a point on the East Line of the aforementioned easement; thence South 0°07'56" West along said East Line, a distance of 27.65 feet to the Point of Beginning.

Containing 445 square feet more or less

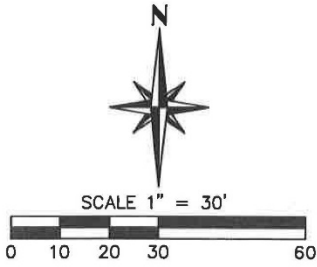


August 2, 2019
Katrina M. Olsen, LS 7058
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www.mcpheeters.com

Job No. 117151

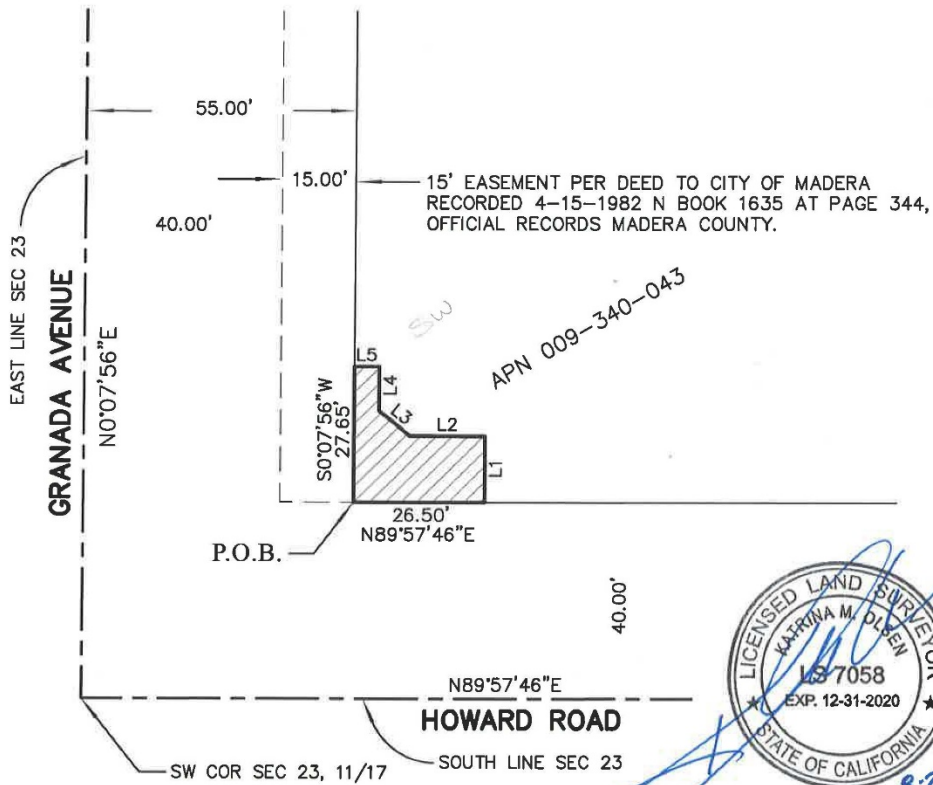
EXHIBIT 'A'

SHEET 2 OF 2



NUM	BEARING	DISTANCE
L1	N 0°02'14"W	13.50'
L2	N89°44'42"W	15.24'
L3	N50°52'56"W	8.01'
L4	N 0°07'56"E	9.00'
L5	N89°52'04"W	5.00'

 INDICATES EASEMENT TO BE DEEDED CONTAINING 445 SQ. FT MORE OR LESS.



CITY OF MADERA

<p>PREPARED BY: McPHEETERS & ASSOCIATES 1486 TOLLHOUSE ROAD, #107 CLOVIS, CA 93611 (559) 299-9098</p>	<p>HOWARD RD. & GRANADA AVE.</p> <p>PORTION OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO AND MERIDIAN</p>	<p>DATE: 08-02-2019 DRAWN BY: KMO FILE: 117151 RW.DWG</p>
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EXHIBIT C

Agreement

(21821 Avenue 16 Madera, CA 93637)

PROJECT: Installation of Traffic Signal in the intersection of Howard Rd. and Granada Dr.

OWNER: Gary A. Toschi, Roger P. Toschi, Andrea E. Devine, Cynthia A. Schafer, Karen M Helton, Brian M Deniz.

MAILING ADDRESS: 21821 Avenue 16
Madera, CA 93637

SITUS: 2616 Howard Rd, Madera, Ca, 93637
(APN 009-130-007-000)

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M Helton, and Brian M Deniz, each as to an undivided 1/6 interest as tenants in common, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.
2. The purchase price of the Offered Property shall be the sum of **\$4,620.00 (Four Thousand Six Hundred Twenty Dollars)**, as just compensation therefor for land and severance.
3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.
4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
 - b. There shall be no proration of taxes and insurance.
 - c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.
6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.
7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.
8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.
9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

SELLER

By: _____
Andrew J. Medellin, Mayor

By: Karen M. Helton

APPROVED AS TO FORM:

Cynthia A. Schaper

By: _____
City Attorney – Hilda Cantu Montoy

ATTEST:

By: _____
City Clerk – Alicia Gonzales

This document executed in counter parts

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE - R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: 12/23/2019

By: Karen M Helton
Property Owner Signature(s) above, Printed Name Below

Karen M. Helton

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

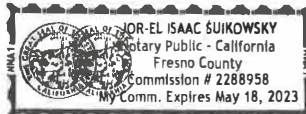
State of California)
County of Madera)

On 12/23/2019, before me, Jordan SuiKowsky, Notary Public, personally appeared Karen M. Helton 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]



RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE -- R&T 11922 (Amended)
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APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.

DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

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(See Exhibit 'A' attached hereto and made a part hereof)

Date: December 5, 2019
By: Cynthia A. Schafer
Property Owner Signature(s) above, Printed Name Below
CYNTHIA A SCHAFER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

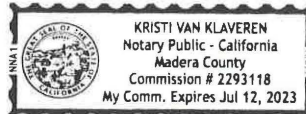
State of California)
County of Madera)

On December 5, 2019, before me, Kristi Van Klaveren Notary Public, personally appeared Cynthia A. Schafer 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

Kristi Van Klaveren



RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

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APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.

DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

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(See Exhibit 'A' attached hereto and made a part hereof)

Date: 12-3-19

By: [Signature]
Property Owner Signature(s) above, Printed Name Below
Andrea Devine

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

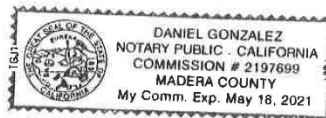
State of California)
County of Madera)

On DECEMBER 3, 2019, before me, Daniel Gonzalez, Notary Public, personally appeared ANDREA DEVINE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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]



RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

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APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen
M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.

DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE
STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on
and in the following described real property in the City of Madera, California, County of Madera, State
of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: 12-10-2019

By: Roger P. Toschi
Property Owner Signature(s) above, Printed Name Below
Roger P. Toschi

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

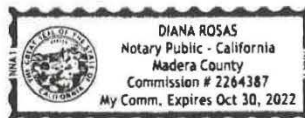
State of California)
County of Madera)

On 12/10/2019, before me, Diana Rosas Notary Public, personally appeared Roger P. Toschi 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

Diana Rosas



RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.**

DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

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(See Exhibit 'A' attached hereto and made a part hereof)

Date: 12/7/19

By: [Signature]

Property Owner Signature(s) above, Printed Name Below

GARY TOSCHI

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Madera)

On _____, before me, _____, Notary Public, personally appeared _____ 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

*See Attached for
Notary Certificate*

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California

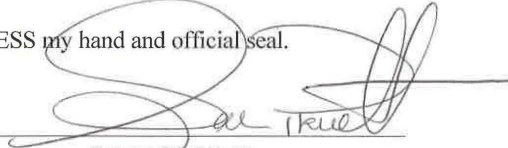
County of Kern

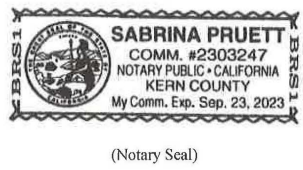
On 12/07/2019 before me, Sabrina Pruett , **Notary Public**,
(Here insert name and title of the officer)

personally appeared Gary Toschi ,

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/het/their authorized capacity(ies), and that by his/het/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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
 Street Easement Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 12/07/2019
(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she~~/they, ~~is~~/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ☒ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ☒ Indicate title or type of attached document, number of pages and date.
 - ☒ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer _____
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

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APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
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An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: 12/6/19

By: [Signature]
Property Owner Signature(s) above, Printed Name Below

BRIAN DENIZ

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Madera)

On December 6, 2019, before me, Daniel Gonzalez, Notary Public, personally appeared Brian Deniz 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]

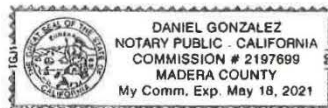


EXHIBIT 'A'

SHEET 1 OF 2

That portion of Section 27, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof described as follows:

BEGINNING at a point lying 59.00 feet south of the North Line and 30.00 feet west of the East Line of said Section 27, being the Southeast Corner of the property deeded to the County of Madera per Grant Deed recorded January 15, 1960 in Book 691 at page 19, Official Records Madera County; thence North $62^{\circ}35'29''$ West along the South Line of said property, a distance of 29.13 feet; thence South $0^{\circ}00'00''$ East leaving said South Line, a distance of 12.41 feet; thence South $45^{\circ}18'47''$ East, a distance of 28.13 feet to a point lying 36.00 feet west of the East Line of said Section 27; thence North $89^{\circ}35'00''$ East, a distance of 6.00 feet to a point lying 30.00 feet west of said East Line; thence North $0^{\circ}25'00''$ West parallel with said East Line, a distance of 18.74 feet to the Point of Beginning.

Containing 462 square feet more or less

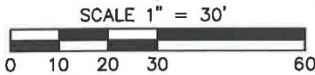
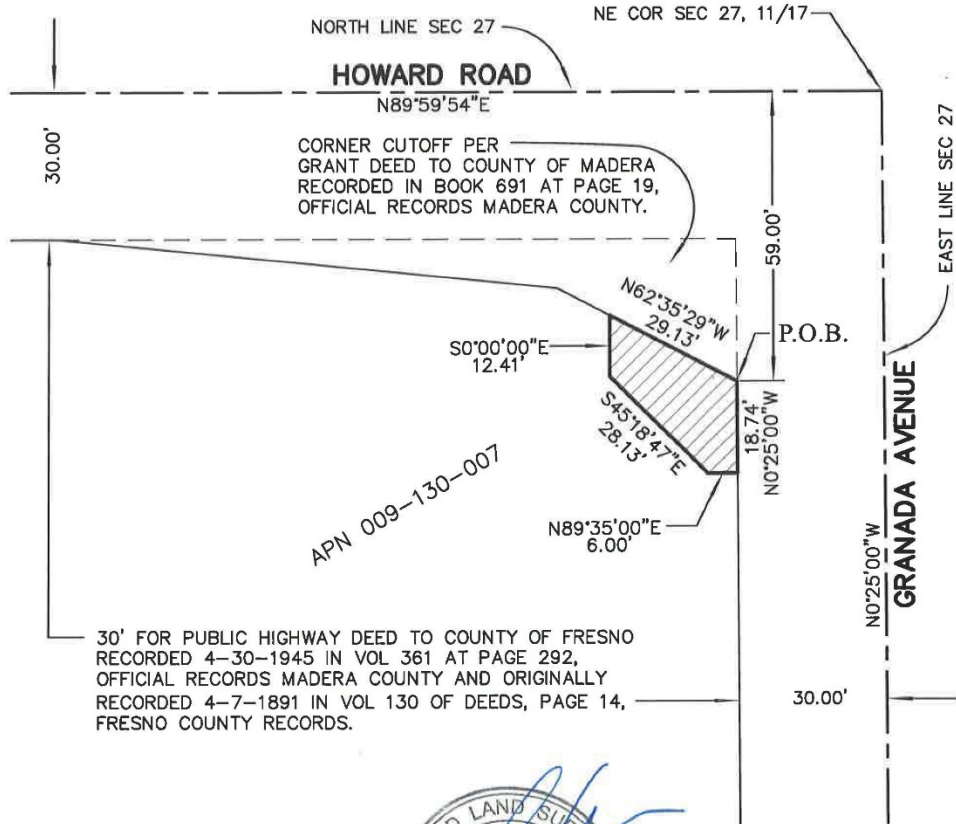



August 2, 2019
Katrina M. Olsen, LS 7058
McPheeters & Associates
1486 Tollhouse Rd, Suite 107
Clovis, CA 93611
(559) 299-9098
www.mcpheeters.com

Job No. 117151

EXHIBIT 'A'

SHEET 2 OF 2



 INDICATES EASEMENT TO BE DEEDED CONTAINING 462 SQ. FT MORE OR LESS.

CITY OF MADERA

<p>PREPARED BY: McPHEETERS & ASSOCIATES 1486 TOLLHOUSE ROAD, #107 CLOVIS, CA 93611 (559) 299-9098</p>	<p>HOWARD RD. & GRANADA AVE.</p> <p>PORTION OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO AND MERIDIAN</p>	<p>DATE: 08-02-2019 DRAWN BY: KMO FILE: 117151 RW.DWG</p>
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EXHIBIT D

Property Owners List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive

<u>APN</u>	<u>PROPERTY OWNER ADDRESS</u>	<u>AMOUNT</u>
009-130-001	Edwin A. Cortez Orellana 100 North Granada Drive Madera, CA 93637	\$2,451.50
009-130-007	Gary A. Toschi Roger P. Toschi Andrea E. Devine Cynthia A. Schafer Karen M Helton Brian M Deniz 16943 Road 30 1/2 Madera, CA 93636	\$4,620.00
009-340-043	Mauricio Holdings, LLC. 2531 Howard Road Suite 103 Madera, CA 93637	\$4,450.00

ATTACHMENT 2

Location Map

ATTACHMENT 2 - LOCATION MAP

