

REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read 'Keith Helmuth', written over a horizontal line.

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read 'Arnaldo Rodriguez', written over a horizontal line.

Arnaldo Rodriguez, City Manager

Council Meeting of: April 20, 2022

Agenda Number: B-12

SUBJECT:

Easement Deeds for Sidewalk Improvements for Maple, Santa Cruz, and Monterey Streets (City Project R-84)

RECOMMENDATION:

Adopt a Resolution Approving Three Purchase and Sale of Real Property Agreements and Authorizing the City Clerk to prepare the Certificate of Acceptance and Record Three Easement Deeds (APN Nos. 012-093-005, 012-093-013, and 012-097-006)

SUMMARY:

Right-of-Way (ROW) acquisition from three parcels of land are necessary for the new sidewalk improvement on Maple, Santa Cruz, and Monterey Streets. 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 \$2,846.00. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2021/22 Budget.

DISCUSSION:

The scope of the project consists of installation of sidewalk improvements along three local primarily residential streets. the project also includes installation of American with Disabilities (ADA) compliant curb access ramps at the corners. Although, ROW acquisition was necessary from owners of 7 parcels, 3 were executed by the property owners. All 7 parcels required a partial land acquisition to construct City standard curb access ramps; however, this report is only for 3. The seven parcels are located on the:

- Northwest corner of Maple Street and Santa Cruz Street
- Northeast corner of Maple Street and Santa Clara Street
- Southeast corner of Maple Street and Santa Cruz
- Southwest and southeast corners of Maple and Santa Bonita

- Northwest corner of Maple and Monterey

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

Table 1: Necessary land acquisition		
<i>APN</i>	<i>Area (Square Feet)</i>	<i>Cost</i>
012-093-005	157	\$942.00
012-093-013	156	\$936.00
012-097-006	78	\$968.00

The City follows Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual says that when the City determines that the valuation is uncomplicated and the market value is estimated at \$10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of \$2,500. Valuations were prepared by City staff, based on a review of available data and recent appraisals of residential property for other City projects.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deeds with a description of the interest in land to be acquired have been presented to all of the property owners. The subject agreements have been accepted and approved by

ENVIRONMENTAL REVIEW:

The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301 (Minor alternation to existing facilities).

FINANCIAL IMPACT:

There will be no impact to the City’s General Fund for the right-of-way and construction costs for this project. Community Development Block Grant and Measure T Funds were used for the ROW acquisition. These funds are included in the City’s FY 2021/22 Budget, Account No: 41540000-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- *Strategy 121* – Develop a city-wide multi-modal transportation plan to ensure safe, affordable, and convenient transportation modes for residents and businesses within Madera
- *Strategy 138* – This project supports this strategy to establish and enforce ADA standards throughout the community.

ALTERNATIVES:

Council may elect to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps at the identified corners.

ATTACHMENTS:

1. Resolution
 - Exhibit A – Agreement (214 Santa Cruz Street Madera, CA 93637)
 - Exhibit A – Right-of-Way Exhibit
 - Exhibit B – Legal Description
 - Exhibit C – Deed with Legal Description
 - Exhibit B – Agreement (613 Maple Street Madera, CA 93637)
 - Exhibit A – Right-of-Way Exhibit
 - Exhibit B – Legal Description
 - Exhibit C – Deed with Legal Description
 - Exhibit C – Agreement (220 Monterey Street Madera, CA 93637)
 - Exhibit A – Right-of-Way Exhibit
 - Exhibit B – Legal Description
 - Exhibit C – Deed with Legal Description
 - Exhibit 2 - Property Owner List
2. Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 22-_____

**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 AND AUTHORIZING
THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND
RECORD THE EASEMENT DEEDS FOR THE SIDEWALK IMPROVEMENTS ON
MAPLE STREET, SANTA CRUZ STREET AND MONTEREY STREET NEW, CITY
PROJECT NO. R-84 (APN NO. 012-093-005, 012-093-013, AND 012-097-
006)**

WHEREAS, the City Council of the City of Madera (City) has approved the Sidewalk Improvement for Maple, Santa Cruz, and Monterey Streets, City Project No. R-84 (the Project); and

WHEREAS, the Project requires the acquisition of right of way from three parcels of land to construct sidewalks and curb access ramps in the Project area; and

WHEREAS, the three property owners of record, listed in Exhibit 2 attached hereto, have offered for sale to the City the interest in real property necessary for the 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 July 28, 2021, 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

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the three Agreements for Purchase and Sale of Real Property and accepts the three Easement Deeds,
3. The three Agreements, copies of which are attached hereto as Exhibit 1 and referred to for particulars, are approved.

4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.
5. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit 2.
6. 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.
7. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1

Agreements and Deeds

Exhibit A – Agreement (214 Santa Cruz Street Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit B – Agreement (613 Maple Street Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit C – Agreement (220 Monterey Street Madera, CA 93637)

Exhibit “A” – ROW Exhibit

Exhibit “B” – Deed with One Exhibit

EXHIBIT A

Agreement

(214 Santa Cruz Street Madera, CA 93637)

OWNER: Ana B. Cervantes
PROJECT: Maple Street Sidewalk and ADA Ramp Improvements
ADDRESS: 214 Santa Cruz Street APN: 012-093-005
Madera, CA 93637
SITUS: NW Corner of Maple Street & Santa Cruz Street

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

ANA B, CERVANTES, hereinafter referred to collectively as the “Sellers”, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the “CITY”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement is all rights, title and interest in and to that certain real property situated in the City of Madera, County of Madera, State of California, more particularly described in Exhibit “A” Right of Way Acquisition and in Exhibit “B” Legal Description attached hereto (the “Offered Property”).
2. The purchase price for the Offered Property shall be the sum of Nine Hundred and Forty-Two Dollars and No Cents (\$942.00) as just compensation for land and improvements.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Sellers represent and warrant that they have the authority to take the offer herein made, that they are willing to sell Offered Property, and that they hold fee title to the Offered Property.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay to Sellers 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 to 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.

d. Sellers shall deliver to the City a signed and notarized Easement Deed in the form as prepared by the City and presented to Sellers with this Agreement.

6. Seller warrants that tenants on the Offered Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Offered Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, 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 if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Offered Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence 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 or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the 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 determination is the sole expense of the City.

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

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

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

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

CITY OF MADERA,
A municipal corporation

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:
By: _____
Hilda Montoya, City Attorney

ATTEST:
By: _____
Alicia Gonzales, City Clerk

SELLER

Ana B Cervantes
Ana B. Cervantes
606 10 5924
Tax I.D. (Soc. Sec. #)

**EXHIBIT "A"
RIGHT-OF-WAY
ACQUISITION**

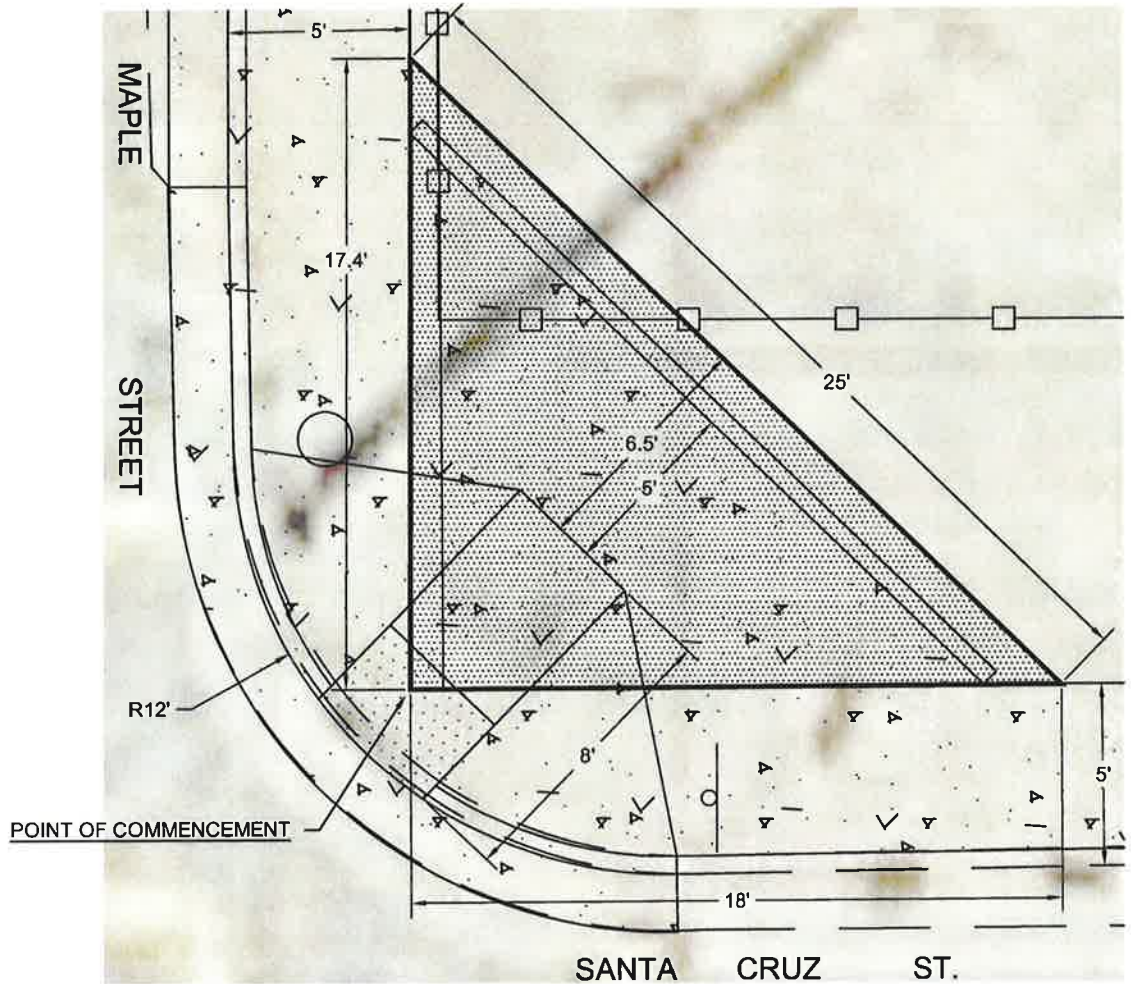
APN:
012-093-005

OWNER:
ANA B. CERVANTES

LEGAL DESCRIPTION:

LOTS 13 & 14
OF BLOCK 3
STOCKTON ADDITION

ADDRESS: (SITE)
214 SANTA CRUZ STREET
MADERA, CA 93637



INDICATES EASEMENT AREA TO BE GRANTED
TO THE CITY OF MADERA CONTAINING
156.6± SQ. FT.



SCALE: 1"=5'

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637

REAL PROPERTY TO BE GRANTED TO THE CITY OF
MADERA BEING A PORTION OF

APN 012-093-005

F.B. NO _____
Dr. By: SR
Ch. By: _____
Date: _____

SCALE 1" = 5'

SHEET 1 OF 1

EXHIBIT "B"

LEGAL DESCRIPTION

EASEMENT DEED FOR RIGHT OF WAY

ASSESSOR PARCEL NUMBER 012-093-005

A permanent right of way easement for street improvements located on and in the real property in the City of Madera, County of Madera, State of California, described as follows:

A portion of Lot 13, Block 3, Stockton Addition in the County of Madera, described as follows:

Beginning at a Point of Commencement known as the point of intersection of the East property line with the South property line as recorded in County of Madera, Assessor Parcel Number 012-093-005, thence 18.00 feet, Northerly along the East property line, thence 25.00 feet in a South Westerly direction to a point on the South property line, thence 17.40 feet Easterly along the South property line to the Point of Commencement.

Containing an area of 157 square feet, more or less.

RECORDING REQUESTED BY:

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

Fee waived per Section 27383 of the Government Code No Fee Due _____
APN: 012-093-005 No Doc Tax Due R&T 11922 _____

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, **ANA B. CERVANTES** DOES HEREBY GRANT TO **THE
CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF
CALIFORNIA

A permanent easement for street improvements 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, County of Madera, State of California, being more particularly described
in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof.

By: Ana B. Cervantes
Ana B. Cervantes

Date: 11.17.2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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

State of California)
County of Madera)

On 11/17/2021 before me, Diana Rosas, Notary Public,
personally appeared Ana B. Cervantes

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: Diana Rosas (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT DEED FOR RIGHT OF WAY

ASSESSOR PARCEL NUMBER 012-093-005

A permanent right of way easement for street improvements located on and in the real property in the City of Madera, County of Madera, State of California, described as follows:

A portion of Lot 13, Block 3, Stockton Addition in the County of Madera, described as follows:

Beginning at a Point of Commencement known as the point of intersection of the East property line with the South property line as recorded in County of Madera, Assessor Parcel Number 012-093-005, thence 18 feet, Northerly along the East property line, thence 25 feet in a South Westerly direction to a point on the South property line, thence 17.4 feet Easterly along the South property line to the Point of Commencement.

Containing an area of 157 square feet, more or less.



EXHIBIT B

Agreement

(613 Maple Street Madera, CA 93637)

OWNER: Joe L. Martinez and Rosa Lee Martinez

PROJECT: Maple Street Sidewalk and ADA Ramp Improvements

ADDRESS: 613 Maple Street APN: 012-093-013
Madera, CA 93637

SITUS: NE Corner of Maple Street & Santa Clara Street

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

JOE L. MARTINEZ AND ROSA LEE MARTINEZ, hereinafter referred to collectively the "Sellers", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement is all rights, title and interest in and to that certain real property situated in the City of Madera, County of Madera, State of California, more particularly described in Exhibit "A" Right of Way Acquisition and in Exhibit "B" Legal Description attached hereto (the "Offered Property")

2. The purchase price for the Offered Property shall be the sum of Nine Hundred and Thirty-Six Dollars and No Cents (\$936.00) as just compensation for land and improvements.

3. Sellers warrant that the Offered Property is being acquired under threat of condemnation.

4. Sellers represent and warrant that they have the authority to take the offer herein made, that they are willing to sell the Offered Property, and that they hold 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 signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers 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 to 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.

d. Sellers shall deliver to the City a signed and notarized Easement Deed in the form as prepared by the City and presented to Sellers with this Agreement.

6. Seller warrants that tenants on the Offered Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Offered Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, 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 if any, from said date.

8. Grantor Sellers hereby grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Offered Property and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence 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 of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the 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 determination is the sole expense of the City.

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

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

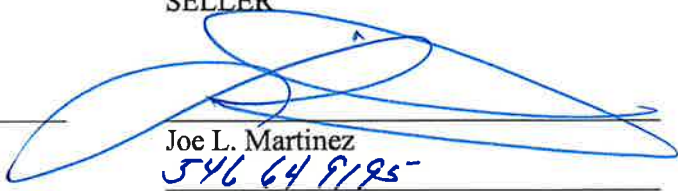
12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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

CITY OF MADERA,
A municipal corporation

SELLER

By: _____
Santos Garcia, Mayor



Joe L. Martinez
546 64 9195

APPROVED AS TO FORM:
By: _____
Hilda Cantu Montoy, City Attorney

Tax I.D. (Soc. Sec. #)
Rosa Lee Martinez
Rosa Lee Martinez

ATTEST:
By: _____
Alicia Gonzales, City Clerk

551-666-2787
Tax I.D. (Soc. Sec. #)

**EXHIBIT "A"
RIGHT-OF-WAY
ACQUISITION**

APN:
012-093-013

LEGAL DESCRIPTION:

LOT 11, 12 & PORTION
OF 10 BLOCK 3
STOCKTON ADDITION

OWNER:

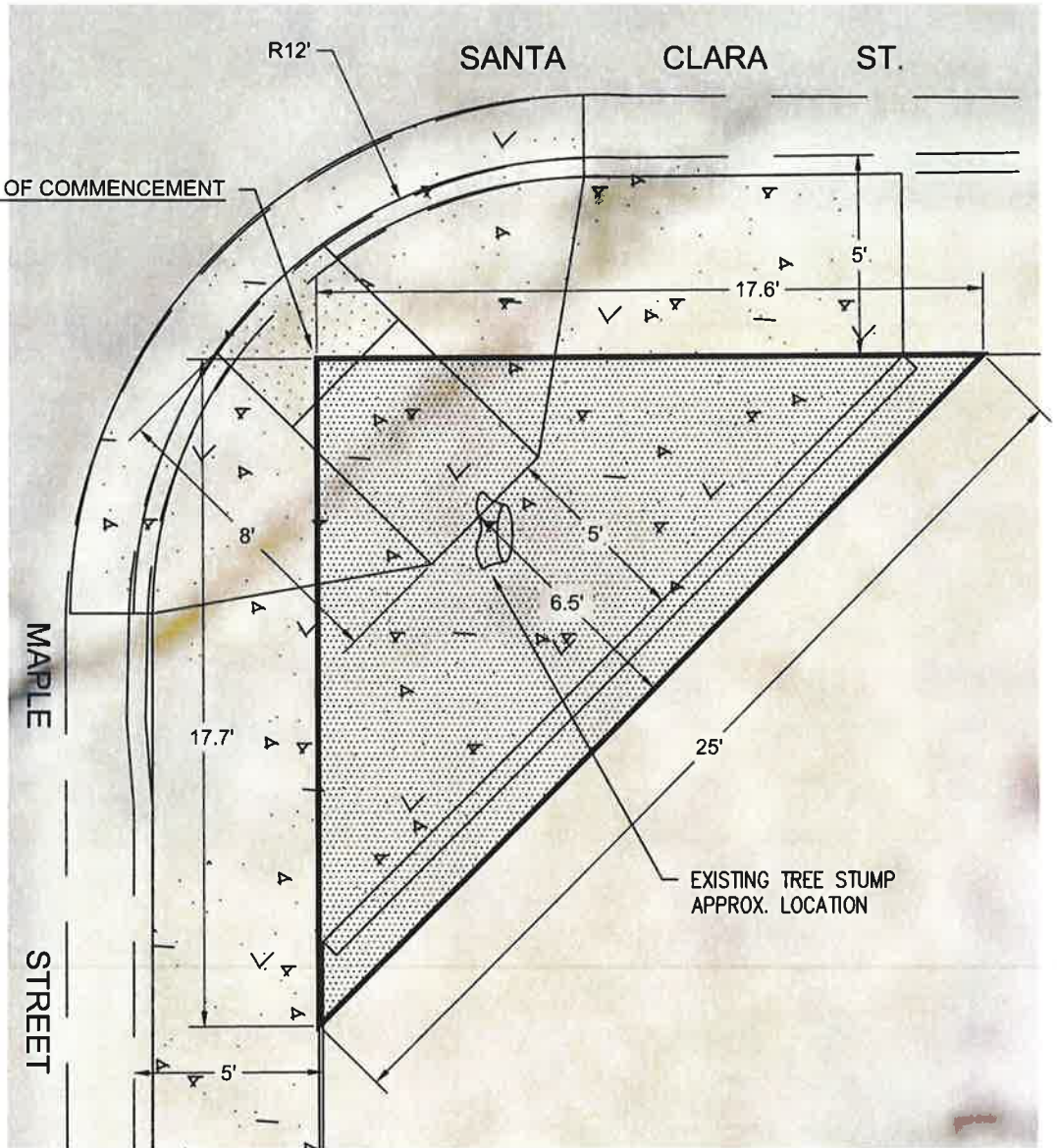
JOE L. MARTINEZ and ROSA
LEE MARTINEZ

ADDRESS: (MAIL)

2516 PLUMWOOD WAY
MADERA, CA 93637

ADDRESS: (SITE)

613 MAPLE STREET



INDICATES EASEMENT AREA TO BE GRANTED
TO THE CITY OF MADERA CONTAINING
155.8± SQ. FT.


 SCALE: 1"=5'

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637

REAL PROPERTY TO BE GRANTED TO THE CITY OF
MADERA BEING A PORTION OF

APN 012-093-013

F.B. NO _____
Dr. By: _____ SR _____
Ch. By: _____
Date: _____

SCALE 1" = 5'

EXHIBIT "B"

LEGAL DESCRIPTION

EASEMENT DEED FOR RIGHT OF WAY

ASSESSOR PARCEL NUMBER 012-093-013

A permanent right of way easement for street improvements located on and in the real property in the City of Madera, County of Madera, State of California, described as follows:

A portion of Lot 12, Block 3, Stockton Addition in the County of Madera, described as follows:

Beginning at a Point of Commencement known as the point of intersection of the West property line with the South property line as recorded in County of Madera, Assessor Parcel Number 012-093-013, thence 17.7 feet, easterly along the South property line, thence 25 feet in a North Westerly direction to a point on the West property line, thence 17.6 feet Southerly along the West property line to the Point of Commencement.

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 012-093-013

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JOE L. MARTINEZ AND ROSA LEE MARTINEZ**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

A permanent easement for street improvements 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, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

Date: _____

Date: _____

By: 
Joe L. Martinez

By: 
Rosa Lee Martinez

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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

State of California)
County of Madera)

On 11/5/2021 before me, CLAUDIA MENDOZA, Notary Public, personally appeared JOE L. MARTINEZ AND ROSA LEE MARTINEZ

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: Claudia Mendoza (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT DEED FOR RIGHT OF WAY

ASSESSOR PARCEL NUMBER 012-093-013

A permanent right of way easement for street improvements located on and in the real property in the City of Madera, County of Madera, State of California, described as follows:

A portion of Lot 12, Block 3, Stockton Addition in the County of Madera, described as follows:

Beginning at a Point of Commencement known as the point of intersection of the West property line with the South property line as recorded in County of Madera, Assessor Parcel Number 012-093-013, thence 17.7 feet, easterly along the South property line, thence 25 feet in a North Westerly direction to a point on the West property line, thence 17.6 feet Southerly along the West property line to the Point of Commencement.

Containing an area of 156 square feet, more or less.



EXHIBIT C

Agreement

(220 Monterey Street Madera, CA 93637)

OWNER: Pedro Arenas Tapia
PROJECT: Maple Street Sidewalk and ADA Ramp Improvements
ADDRESS: 220 Monterey Street APN: 012-097-006
Madera, CA 93637
SITUS: NW Corner of Maple Street & Monterey Street

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of _____, 2022.

PEDRO ARENAS TAPIA, hereinafter referred to as the “Seller”, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the “City”, the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement is all rights, title and interest in and to that certain real property situated in the City of Madera, County of Madera, State of California, more particularly described in **Exhibit “A”** Right of Way Acquisition . The Easement Deed is attached as **Exhibit “B”** to this Agreement and includes the Legal Description as Exhibit “A” thereto.
2. The purchase price for the Offered Property shall be the sum of Nine Hundred and Sixty-Eight Dollars and No Cents (\$968.00) as just compensation for land and improvements.
3. Seller warrants that the Offered Property is being acquired under threat of condemnation.
4. Seller represents and warrants that he has the authority to take the offer herein made, and that he 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 signature to this Agreement make this paragraph their purchase instructions:
 - a. City shall pay to Seller 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 to 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.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Offered Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Offered Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, 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 if any, from said date.

8. Grantor Seller hereby grants to the City, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under all Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Offered Property and for the purpose of facilitating the construction of the public improvement and accomplishing all necessary incidence 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 or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the 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 determination is the sole expense of the City.

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

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

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

///
///
///

IN WITNESS WHEREOF, the parties hereto executed this Agreement for Purchase and Sale of Real Property as of the date provided below.

CITY OF MADERA,
A municipal corporation

SELLER

By: _____
Santos Garcia, Mayor

By: Pedro Arenas T
Pedro Arenas Tapia

Date: _____

Date: 4-13-22

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT "A" RIGHT-OF-WAY ACQUISITION

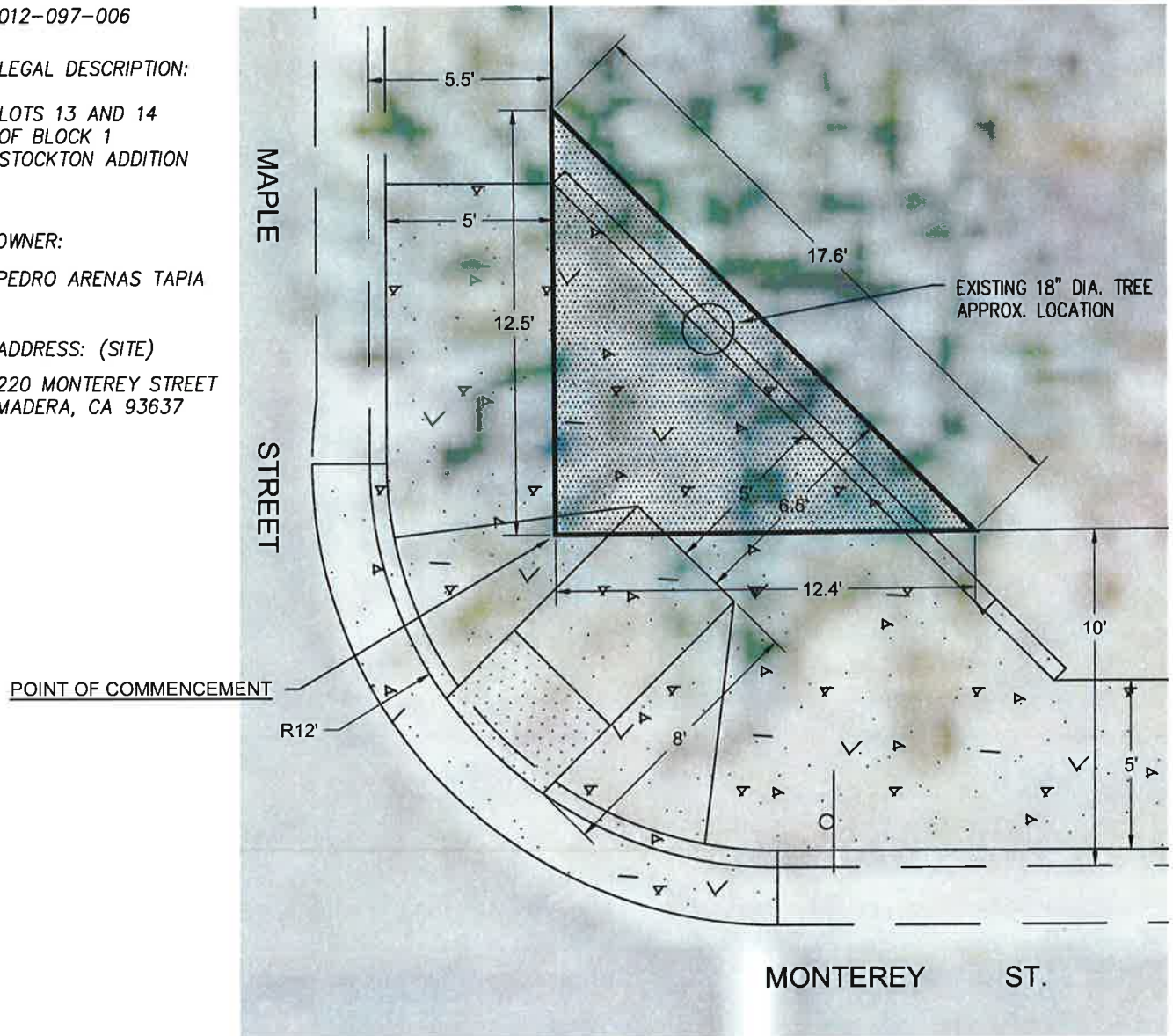
APN:
012-097-006

LEGAL DESCRIPTION:

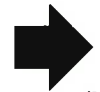
LOTS 13 AND 14
OF BLOCK 1
STOCKTON ADDITION

OWNER:
PEDRO ARENAS TAPIA

ADDRESS: (SITE)
220 MONTEREY STREET
MADERA, CA 93637



INDICATES EASEMENT AREA TO BE GRANTED
TO THE CITY OF MADERA CONTAINING
77.5± SQ. FT.



SCALE: 1"=5"

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA
ADDRESS: 205 W. 4TH STREET
MADERA, CA 93637

REAL PROPERTY TO BE GRANTED TO THE CITY OF
MADERA BEING A PORTION OF

APN 012-097-006

F.B. NO _____
Dr. By: _____ SR _____
Ch. By: _____
Date: _____

SCALE 1" = 5'

SHEET 1 OF 1

EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT DEED FOR RIGHT OF WAY

ASSESSOR PARCEL NUMBER 012-097-006

A permanent right of way easement for street improvements located on and in the real property in the City of Madera, County of Madera, State of California, described as follows:

A portion of Lot 13, Block 1, Stockton Addition in the County of Madera, described as follows:

Beginning at a Point of Commencement known as the point of intersection of the East property line with the South property line as recorded in County of Madera, Assessor Parcel Number 012-097-006, thence 12.4 feet, Northerly along the East property line, thence 17.6 feet in a South Westerly direction to a point on the South property line, thence 12.5 feet Easterly along the South property line to the Point of Commencement.

Containing an area of 78 square feet, more or less



EXHIBIT "B"

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 012-097-006

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **PEDRO ARENAS TAPIA**, DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

A permanent easement for street improvements 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, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

Date: 4-13-22

By: Pedro Arenas T
Pedro Arenas Tapia

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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

State of California)

County of Madera)

On 4/13/22 before me, Nicole Say, Notary Public, personally appeared Pedro Arenas Tapia

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: [Handwritten Signature] (Seal)

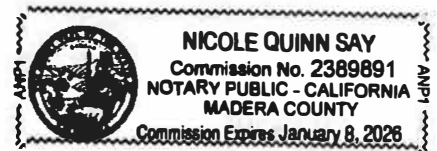


EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT DEED FOR RIGHT OF WAY

ASSESSOR PARCEL NUMBER 012-097-006

A permanent right of way easement for street improvements located on and in the real property in the City of Madera, County of Madera, State of California, described as follows:

A portion of Lot 13, Block 1, Stockton Addition in the County of Madera, described as follows:

Beginning at a Point of Commencement known as the point of intersection of the East property line with the South property line as recorded in County of Madera, Assessor Parcel Number 012-097-006, thence 12.4 feet, Northerly along the East property line, thence 17.6 feet in a South Westerly direction to a point on the South property line, thence 12.5 feet Easterly along the South property line to the Point of Commencement.

Containing an area of 78 square feet, more or less



EXHIBIT 2

Property Owners List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

**SIDEWALK IMPROVEMENTS ON MAPLE STREET, SANTA CRUZ STREET, MONTEREY STREET,
CITY PROJECT NO. R-84**

APN	PROPERTY OWNER/ADDRESS	AMOUNT
012-093-005	Ana B. Cervantes 214 Santa Cruz Street Madera, CA 93637	\$942.00
012-093-013	Joe L. Martinez Rosa Lee Martinez 613 Maple Street Madera, CA 93637	\$936.00
012-097-006	Pedro Arenas Tapia 220 Monterey Street Madera, CA 93637	\$968.00

ATTACHMENT 2

Location Map

LOCATION MAP

SIDEWALK IMPROVEMENTS - MAPLE STREET - SANTA CRUZ STREET - MONTEREY STREET

