

DEPARTMENT: Public Works

By: James J. Petropulos

Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes \_\_\_ No X)

Resolution to approve and authorize Public Works Director to purchase .42 acres adjacent to the Mariposa County Landfill from Dr. Robert Northway, DVM.

Purchase of this property in the amount of \$11,100 is necessary as the Regional Water Quality Control Board has ordered that a well or wells be installed on this property to monitor the groundwater for possible pollution. Public Works, through its geology contractor is appealing this order; however, success with this appeal is unlikely.

Public Works engaged William T. Yaley, State Certified General Real Estate Appraiser, to evaluate the property to determine its correct market value. That appraisal reflects an opinion of \$1,100 for the .42 acres. After numerous conversations with Dr. Northway he determined that he would accept \$11,100 for the property. After discussion with County Counsel it is recommended that the additional \$10,000 be paid to avoid the cost of litigation and eminent domain expenses. A copy of the Agreement for Sale and Purchase of Real Property is attached.

Payment for the property will be transferred from the Solid Waste Enterprise Budget's Professional Service line item. There are sufficient funds in this line item to provide for this purchase.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In the past the Board has approved additional funding to purchase property in order to avoid the expenses of litigation and eminent domain.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not proceed with the purchase and face the probability of fines from the Regional Water Quality Control Board.

|                                 |           |
|---------------------------------|-----------|
| COSTS: ( ) Not Applicable       |           |
| A. Budgeted current FY>         | \$ -0-    |
| B. Total anticipated Costs>     | \$ 11,100 |
| C. Required additional funding> | \$        |
| D. Internal transfers>          | \$ 11,100 |

|  |    |
|--|----|
| SOURCE: ( ) 4/5th Vote Required                          |    |
| A. Unanticipated revenues>                               | \$ |
| B. Reserve for contingencies>                            | \$ |
| C. Source description: > Professional Services Line Item |    |
| Balance in Reserve Contingencies, if approved:           |    |
| \$   |    |

SPECIAL INSTRUCTIONS:  
List the attachments and number the pages consecutively:

1) Budget Action Form (1 pg)

2) Agreement for Sale and Purchase of Real Property (3 ppgs)

CLERK'S USE ONLY

Res. No.: 01-279 Ord. No.: \_\_\_\_\_  
 Vote - Ayes: 3 Noes: Balmain, Stewart  
 Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_  
 Approved  Denied  
 Minute Order Attached  No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office

Date: \_\_\_\_\_  
 ATTEST: \_\_\_\_\_  
 MARGIE WILLIAMS, Clerk of the Board  
 By: \_\_\_\_\_

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

\_\_\_\_\_ Recommended  
 \_\_\_\_\_ Not Recommended  
 \_\_\_\_\_ For Policy Determination  
 \_\_\_\_\_ Submitted With Comment  
 \_\_\_\_\_ Returned for Further Action

Comment: \_\_\_\_\_  
 \_\_\_\_\_  
 C.A.O. Initials: [Signature]



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

**THIS AGREEMENT** is entered into on the most recent date written below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and Dr. Robert Northway, hereinafter referred to as "**SELLER**".

**WITNESSETH:**

Whereas, **SELLER** is the owner of certain real property located adjacent to the Mariposa County Landfill in Mariposa County, State of California, i.e., APN 012-120-0006, and

**WHEREAS, COUNTY** desires to purchase from **SELLER** and **SELLER** desires to sell to **COUNTY** a portion of the property which lies contiguous to the Mariposa County Landfill and consists of .42 acres more or less, a description of the real property to be purchased by **COUNTY** is attached hereto, marked Exhibit "A" and by this reference incorporated herein, and

**WHEREAS, COUNTY** needs to purchase the property for and on behalf of the citizens of Mariposa County in order to install a monitoring well to monitor groundwater on land contiguous to the Mariposa County Landfill as required by the State of California,


**NOW, THEREFORE,** in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:


1. **COUNTY** shall purchase from **SELLER** and **SELLER** shall sell to **COUNTY** the real property described on Exhibit "A", hereinafter referred to as "Property".
2. **COUNTY** shall pay to **SELLER** the sum of **ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00)** for the Property together with an additional payment of **TEN THOUSAND DOLLARS (\$10,000.00)** paid by **COUNTY** to avoid the cost of litigation and eminent domain expenses.
3. **COUNTY** shall pay all closing and transaction costs associated with the purchase of the Property, including but not limited to obtaining title insurance.
4. **SELLER** shall deliver unencumbered title at close of escrow to **COUNTY**.
5. **COUNTY** shall provide **SELLER** limited access through the County Landfill to **SELLER'S** property which lies contiguous to the County Landfill. This limited access shall be available to **SELLER** only during hours of operation of the Landfill and only for **SELLER'S** personal use and is not transferable.
6. **SELLER** shall be allowed to use the Property for grazing purposes so long as such use does not interfere with the operation and access of the monitoring wells to be placed on the Property by **COUNTY**.

7. COUNTY shall be solely responsible for surveying the Property and shall stake the perimeter to adequately locate the Property on the ground. COUNTY shall additionally be responsible for any and all costs and expenses relative to environmental review associated with a lot-line adjustment in order to transfer title to COUNTY.
8. Upon execution of this Agreement by COUNTY and SELLER an escrow shall be opened with Mariposa County Title Company and escrow shall close immediately upon COUNTY performing the survey, environmental review and lot-line adjustment process.
9. This Agreement shall be interpreted pursuant to the laws of the State of California.

SELLER:

COUNTY OF MARIPOSA:

  
 \_\_\_\_\_  
 DR. ROBERT NORTHWAY

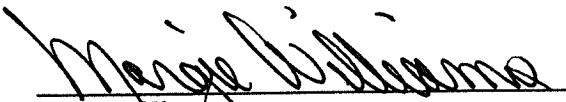
  
 \_\_\_\_\_  
 DOUG BALMAIN, Chairman  
 Board of Supervisors

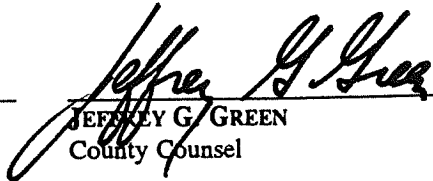
Date: 8-20-01

Date: 10-28-01

ATTEST:

APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY:

  
 \_\_\_\_\_  
 MARGIE WILLIAMS  
 Clerk of the Board

  
 \_\_\_\_\_  
 JEFFREY G. GREEN  
 County Counsel

STATE OF CALIFORNIA }  
COUNTY OF MARIPOSA }

On \_\_\_\_\_ before me,

NOTARY SEAL OR STAMP

\_\_\_\_\_ ,  
personally appeared DR. ROBERT NORTHWAY,

personally known to me OR  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

EXHIBIT A

A tract of land situated in the Northwest quarter (NW1/4) of projected Section 16, Township 5 South, Range 18 East, Rancho Las Mariposas, Mariposa County, State of California, said tract of land also being situated in a portion of that certain real property granted to Robert B. Northway by Grant Deed recorded May 27, 1991, as Document No. 911597, Mariposa County Records, said tract of land being more particularly described as follows:

Commencing at the most southwesterly corner of the Mariposa County Dump site as described in said document; thence N22° 56'38"E along the westerly line of said Mariposa County Dump Site a distance of 695 feet, more or less, to the POINT OF BEGINNING of the herein described tract of land; thence, continuing along the westerly line of said Mariposa County Dump Site, N22° 56'38"E for 465 feet, more or less, to a point; thence, leaving the westerly line of said Mariposa County Dump Site, S47° 47'11"W for 119 feet, more or less; thence S22° 56'38"W, parallel with and 50.00 feet distant westerly from the westerly line of said Mariposa County Dump Site, for 261 feet, more or less; thence S04° 34'05"E for 108 feet, more or less, to the POINT OF BEGINNING.

The above described tract of land contains 0.42 acres, more or less, and is subject to any rights-of-way or easements of record or legally acquired.

Prepared by:

Jerome S. Freeman  
Jerome S. Freeman, L.S. 4079

July 23, 2001  
Date

