



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2019-249

MEETING: May 7, 2019
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Arts Park TCE Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a Temporary Construction Easement (TCE) for the State of California Department of Transportation (Caltrans) for Work Being Completed in and Around the Mariposa Arts Park; and Authorize the County Administrative Officer to Sign the Agreement.

Caltrans is preparing to complete a project in downtown Mariposa that would, among other things, extend the sidewalk along Highway 140 from the Pizza Factory to the driveway between the Mariposa Arts Park and Chocolate Soup. In order to complete the work, and to avoid unnecessary lane restrictions on Highway 140, Caltrans is requesting a temporary construction easement to use the portion of the Arts Park adjacent to their project. Caltrans has offered \$3,800 for the temporary easement.

The agreement is for a term of August 30, 2019, to December 31, 2020. It is not anticipated that construction would be active at this site during this entire period, but rather for a period of three or four months at some point during that span. To minimize impacts to the Arts Park, the agreement requires no construction or impacts from construction from Memorial Day to Labor Day in 2020.

Staff has reviewed the proposed easement agreement and walked the site with Caltrans officials. Caltrans is aware of staff input and has amended the agreement to relieve all concerns that have been expressed to this point. Accordingly, and with appreciation to Caltrans for completing this project, staff is recommending approval of the agreement as presented.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has been working with Caltrans for several years to complete an assessment and improvement to downtown walkways. The proposed project includes adding crosswalk lighting and signals, improving existing sidewalks and extending the sidewalk downtown across the length of the Arts Park.

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Caltrans may not be able to complete the project or will require lane restrictions and closures on Highway 140 in order to complete this work.

FINANCIAL IMPACT:

Caltrans will pay the County \$3,800 for this temporary easement.

ATTACHMENTS:

16973 MPA County TCE Contract (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

DISTRICT 10	COUNTY MPA	ROUTE 140	POSTMILE 21.3	EXP AUTH 0Y600/1013000244
Stockton, California			DATE	
GRANTOR(S) County of Mariposa				

Document No. 16973-1, in the form of **TEMPORARY CONSTRUCTION EASEMENT (Map Only)**, covering the property particularly described in the above instrument, has been executed and delivered to **NICHOLAS GUZMAN**, Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 16973-1 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

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

2. The State shall:

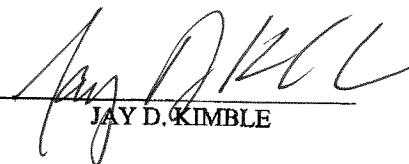
- (A) Pay the undersigned Grantor(s) the sum of \$3,800.00 for the property or interest conveyed by the above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes except;
3. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) further agree(s) to hold the state harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month. Grantor(s) agree(s) to provide at time of escrow a signed Quitclaim Deed from any existing lessee of any lease longer than month to month.
4. The undersigned Grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
5. It is agreed between the parties hereto that the State is not assuming responsibility for payment or cancellation of any assessments. Assessments remain the obligation of the Grantor(s), and payment for the property acquired under this transaction is made upon the basis that the Grantor(s) retain(s) his (their) obligation to the levying body respecting any assessments.

6. Any and all monies payable under this contract, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.
7. In consideration of the State's waiving any defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant(s) and agree(s) to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantors' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this Contract.
8. The acquisition price of the Temporary Construction Easement being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
9. Permission is hereby granted that State and its authorized agents to enter upon Grantor's land, where necessary, within that certain area shown outlined in green on the map marked "Exhibit A," attached hereto and made a part hereof, for construction purposes.
10. The amount of land being utilized includes 5,520 Sq. Ft. for Parcel 16973-1 as a Temporary Construction Easement. The Temporary Construction Easement will be effective on the right of way certification date of August 30, 2019 and shall terminate December 31, 2020, or upon completion of the work, whichever occurs first.
11. Per Grantors request, Caltrans construction will not impede or obstruct the Mariposa Arts Park from May 22, 2020 through September 7, 2020, due to increased activity and special events held on site. In addition, Thursday September 17, 2020 shall also bear no impact from Caltrans construction.
12. It is understood and agreed by and between the parties hereto, that escrow will close and payment will be made to the Grantor(s) after execution of this Right of Way Contract unless the current economic conditions of the State Budget necessitate that payment be deferred or the Contract cancelled.
13. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, Right of Way Department, District 10 Office, 1976 East Dr. Martin Luther King Jr. Boulevard, Stockton, CA 95205 (Mailing Address: P.O. Box 2048, Stockton, CA 95201).

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

Grantor(s):
County of Mariposa

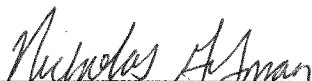
Dated: 6/6/19

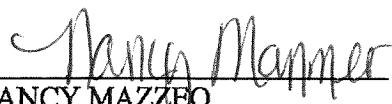

JAY D. KIMBLE

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL


Recommended for Approval:

By 
NICHOLAS GUZMAN
Right of Way Agent

By 
NANCY MAZZEO
Acquisition Chief - Stockton Office
Central Region Right of Way

Approved:

STATE OF CALIFORNIA
Department of Transportation

By 
JAMES D. GONZALEZ
Assistant Central Region Chief
Right of Way

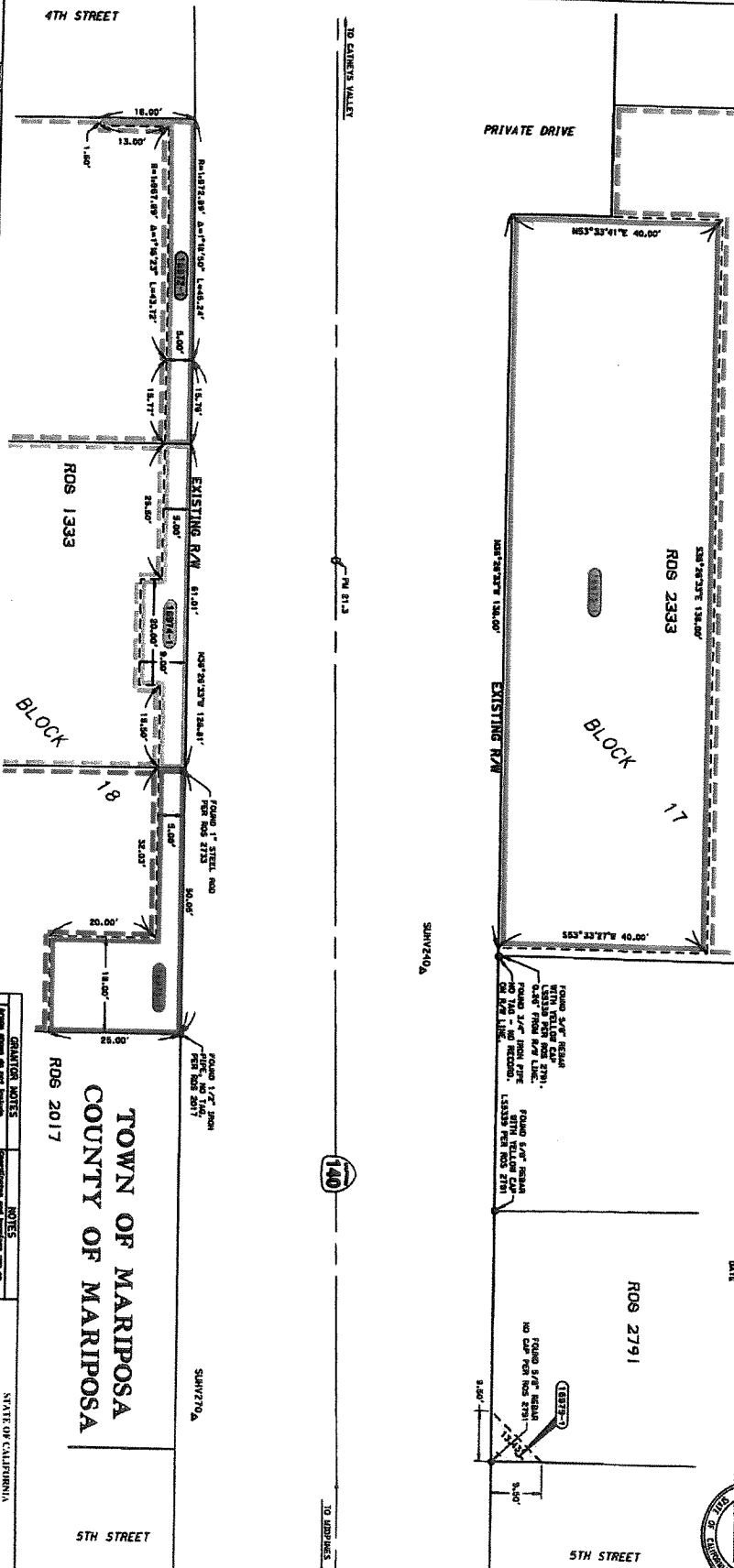
NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ADA Notice

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Exhibit A

A PORTION OF BLOCKS 17 & 18 OF THE TOWNSITE OF MARIPOSA, SITUATED IN A PORTION OF PROJECTED SECTION 23, T. 5 S. R. 18 E. M.D.M., RANCHO LAS MARIPOSAS



NO.	PROJECT SURVEYORS/LAND SURV. P.L.S.	DATE	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	BY

PARCEL NO.	AREA (ACRES)	OWNER'S NAME		REMARKS	RECORDED DATE
		TO	BY		

PROFESSIONAL LAND SURVEYOR
 05/04/2018
 DATE
 LAND SURVEYOR
 LAND A. HELL
 LICENSE NO. 123456
 STATE OF CALIFORNIA

TOWN OF MARIPOSA
COUNTY OF MARIPOSA
 RDG 2017

NOTES:
 1. The owner of each parcel shall be responsible for the payment of all taxes and assessments levied on the parcel.
 2. The owner of each parcel shall be responsible for the maintenance and repair of any utility lines on the parcel.
 3. The owner of each parcel shall be responsible for the removal of any debris or trash from the parcel.

LEGEND:
 - - - - - Easement
 - - - - - Right of Way
 - - - - - Other

SCALE: 1" = 100'
 APPROVED BY: [Signature]
 DATE: 05/04/2018

PROJECT: 08110-1300-0242

Elaine Jaramillo

From: Dallin Kimble
Sent: Tuesday, May 21, 2019 7:41 AM
To: Elaine Jaramillo
Subject: FW: Caltrans and Mariposa County Arts Park TCE
Attachments: 16973 MPA County TCE Contract.pdf

Tracy is looking for the attached file. Can you please print it for her? I think we just need to sign and then we can send to Caltrans. I forget who was authorized on the board item-- either me or Miles. Thanks. JDK

From: Guzman, Nicholas@DOT [Nicholas.Guzman@dot.ca.gov]
Sent: Friday, April 12, 2019 2:41 PM
To: Dallin Kimble
Subject: RE: Caltrans and Mariposa County Arts Park TCE

Yes, no problem. Please see attached. Here is the updated contract with the added clause (#11) and correct name spelling. Please let me know if you have any questions or concerns.

Thank you,

From: Dallin Kimble <dkimble@mariposacounty.org>
Sent: Friday, April 12, 2019 5:47 AM
To: Guzman, Nicholas@DOT <Nicholas.Guzman@dot.ca.gov>
Subject: Re: Caltrans and Mariposa County Arts Park TCE

Can we specifically say May 22 - September 7, so there's no questions in interpretation? Otherwise, I think this is good. Thanks! JDK

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On Thu, Apr 11, 2019 at 2:43 PM -0700, "Guzman, Nicholas@DOT" <Nicholas.Guzman@dot.ca.gov> wrote:

Hey Dallin,
Please see the proposed Right of Way Contract clause in red. Is this sufficient for you? Please let me know your thoughts or if you want to add or change anything. Thank you again for all your help.

"Per Grantors request, Caltrans construction will not impede or obstruct the Mariposa Arts Park from the end of May 2020 through August 2020, due to increased activity and special events held on site. In addition, Thursday September 17, 2020 shall also bear no impact from Caltrans construction."

Thank you,

Nicholas Guzman
Right of Way Agent
Caltrans District 10
1976 E. Dr. Martin Luther King Jr. Blvd