

MARIPOSA COUNTY RESOLUTION NO. 89-431

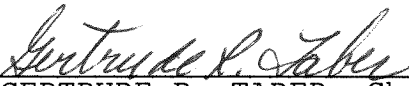
A RESOLUTION AUTHORIZING THE ADMINISTRATIVE OFFICER AND COUNTY COUNSEL TO EXERCISE THE PROPERTY PURCHASE OPTION DESCRIBED IN THE GREENAMYER OPTION AGREEMENT

BE IT HEREBY RESOLVED BY THE MARIPOSA COUNTY BOARD OF SUPERVISORS as follows:

Authorize the Administrative Officer and County Counsel to exercise the option for the purchase of Real Property from the Greenamyers described in exhibit "A", attached hereto and by this reference incorporated herein.


PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 15th day of August, 1989 by the following vote:

AYES:	BAGGETT, PUNTE, ERICKSON, RADANOVICH, TABER
NOES:	NONE
ABSENT:	NONE
ABSTAINED:	NONE

  
\_\_\_\_\_  
GERTRUDE R. TABER, Chairman  
Board of Supervisors

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

  
\_\_\_\_\_  
JEFFREY G. GREEN  
COUNTY COUNSEL

OPTION AGREEMENT

THIS OPTION AGREEMENT is entered into on the date or dates last below written by and between Mariposa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and J. Gordon Greenamyner, The Greenamyner Trust, and Edwin C. and Ruth A. Greenamyner Trust, hereinafter referred to as "GREENAMYNER".

WITNESSETH:

WHEREAS, GREENAMYNER owns certain Real Property which lies contiguous to Mariposa Creek, consisting of approximately five (5) acres, a legal description of which is attached hereto marked Exhibit "A" and by this reference incorporated herein, and shall hereinafter be referred to as "PROPERTY", and

WHEREAS, COUNTY desire to obtain title to the PROPERTY for purposes of COUNTY'S improvement of the Mariposa Creek corridor, and

WHEREAS, GREENAMYNER desires to sell to COUNTY all of its right, title and interest in the PROPERTY, and

WHEREAS, COUNTY is in the process of obtaining a Grant from the State for the purchase of the PROPERTY together with purchase of and improvement of other property contiguous to Mariposa Creek, and

WHEREAS, the Grant from the State will not be approved until March of 1989;

NOW THEREFORE, in receipt of the sum of One Hundred Dollars paid by COUNTY to GREENAMYNER as and for consideration for this OPTION AGREEMENT, the PARTIES hereto agree as follows:

1. GREENAMYNER hereby grants to COUNTY an option to purchase the PROPERTY for the sum of Sixteen Thousand Nine Hundred Dollars (\$16,900). Upon the following terms and conditions:

a. COUNTY shall pay to GREENAMYNER upon execution of this OPTION AGREEMENT a Nine Hundred Dollar (\$900) earnest money deposit which shall apply to the purchase price if COUNTY exercises this OPTION.

b. If COUNTY fails to exercise this OPTION then in that event the earnest money deposit shall be forfeited.

c. The term of the OPTION shall be one hundred eighty (180) days from execution of this OPTION AGREEMENT.

EXHIBIT A

All of that portion of Parcel No. 2 as described in Volume 54 of Official Records at Page 133, Mariposa County Records, being situated in Projected Sections 25 and 26, T.5 S., R.18 E., M.D.B. & M., Rancho Las Mariposas, County of Mariposa, State of California and being more particularly described as follows;

Commencing at the corner common to Projected Sections 23, 24, 25, and 26; thence along the north line of said Section 26, north  $89^{\circ} 40' 00''$  west, 129.62 feet to Corner No. 5 of the Sargentini Tract as described in Volume 13 of Official Records at Page 178, said Corner No. 5 being the POINT OF BEGINNING; thence south  $7^{\circ} 07' 00''$  west, 205.76 feet to Corner No. 4 of the said Sargentini Tract; thence south  $21^{\circ} 29' 00''$  east, 118.58 feet to Corner No. 3 of the said Sargentini Tract, also being Corner No. 2 of the Erwin Autrand Tract No. 2, as described in Volume 11 of Official Records at Page 171; thence south  $33^{\circ} 49' 00''$  east, 103.83 feet to Corner No. 3 of said Erwin Autrand Tract No. 2, also being Corner No. 3 of the Emile T. Autrand Tract No. 2 as described in Volume 9 of Official Records at Page 401; thence south  $43^{\circ} 44' 00''$  east, 123.90 feet to Corner No. 4 of said Emile T. Autrand Tract No. 2; thence south  $42^{\circ} 16' 00''$  east, 50.00 feet to Corner No. 5 of said Emile T. Autrand Tract No. 2, also being Corner No. 1 of the Fred D. Barlow Tract as described in Volume 9 of Official Records at Page 215; thence along the westerly and southerly lines of the said Fred D. Barlow Tract, the following courses and distances:

south  $63^{\circ} 10' 00''$  east, 117.00 feet to Corner No. 7;

south  $38^{\circ} 25' 00''$  east, 74.00 feet to Corner No. 6;

south  $32^{\circ} 47' 00''$  east, 172.40 feet to Corner No. 5;

south  $42^{\circ} 21' 19''$  east, 57.06 feet to Corner No. 4;

and north  $46^{\circ} 37' 00''$  east, 73.00 feet to Corner No. 3; thence along line 3-2 of the said Fred D. Barlow Tract, north  $35^{\circ} 22' 00''$  west, 179.89 feet to the westerly Right-Of-Way line of State Highway 49; thence along said westerly Right-Of-Way line, the following courses and distances:

south  $52^{\circ} 35' 54''$  east, 1188.66 feet;

south  $36^{\circ} 50' 44''$  east, 646.53 feet;

south  $45^{\circ} 48' 17''$  east, 86.10 feet;

south  $29^{\circ} 22' 48''$  east, 86.51 feet;

south  $57^{\circ} 13' 35''$  east, 123.48 feet;

and south  $45^{\circ} 48' 14''$  east, 329.09 feet to the westerly Right-Of-Way line of the County Road known as the Old Highway; thence along said westerly Right-Of-Way line, south  $5^{\circ} 50' 47''$  west, 55.62 feet to a point on line 28-27 of the above said Parcel No. 2 as described in Volume 54 of Official Records at Page 133; thence along said line 28-27, south  $22^{\circ} 56' 40''$  west, 4.54 feet to Corner No. 27 of said Parcel No. 2; thence along the westerly line of said Parcel No. 2, the following courses and distances:

north  $76^{\circ} 32' 58''$  west, 118.63 feet to Corner No. 26;

north  $49^{\circ} 15' 58''$  west, 200.56 feet to Corner No. 25;

State of California - The Resource Agency  
 DEPARTMENT OF PARKS AND RECREATION

PROJECT AGREEMENT

AGREEMENT FOR 1989/90 GRANT PROJECT(S)  
 Fiscal Year

CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION ACT

Per Capita Grant Program

APPLICANT County of Mariposa

PROJECT PERFORMANCE PERIOD IS July 1, 1989 to June 30, 1992

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the California Wildlife, Coastal, and Park Land Conservation Program, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

This grant is for the acquisition and/or development, rehabilitation of lands and/or facilities for recreational and/or historical purposes within the applicant's jurisdiction.

Total State Grant not to exceed \$ 100,000

County of Mariposa

By *[Signature]*  
 Applicant  
 Signature of Authorized Representative

Title Director of Public Works

Date AUG - 9 1989

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION FUND OF 1988			
PROJECT NO. 88-1-22001	AMOUNT OF THIS ESTIMATE \$100,000	APPROPRIATION Local Assistance			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
\$	3790-101-786( 2 )	93	1989	1989/90	
ADJ. INCREASING ENCUMBRANCE	FUNCTION				
\$					
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
\$	88-90	T00	860		
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.	B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		
			88-		

**CALIFORNIA WILDLIFE, COASTAL, AND PARK LAND CONSERVATION ACT  
PER CAPITA AND SPECIAL DISTRICT**

**Project Agreement  
Special Provisions**

Notwithstanding any other provision of this agreement, grant moneys shall be encumbered by the Applicant within three years of the date when the appropriation became effective. Said date of appropriation is July 1, 19

**General Provisions**

**A. Definitions**

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the California Wildlife, Coastal, and Park Land Conservation Act commencing with Section 5900 of the Public Resources Code.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.
5. The term "Application" as used herein means the individual application and its required attachments for grants pursuant to Section 5907 of the Public Resources Code and submitted to the State pursuant to Section 5914 and/or Section 5919 of the Public Resources Code.

**B. Project Execution**

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.  
  
Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.
2. Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. Applicant shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.
4. If the Project includes development, the development plans and specifications or force account schedule shall be reviewed and approved by the State.
5. Applicant agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
6. Applicant agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or force account schedule, including a final inspection upon Project completion.
7. Applicant agrees to submit all significant deviations from the Project to the State for prior approval.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the provisions of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State pursuant to Section 5919 (b), Public Resources Code.
5. Applicant and State agree that if the Project includes development final payment may not be made until the Project conforms substantially with this agreement and is a useable public recreation facility.

F. Hold Harmless

1. Applicant agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Applicant agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Applicant and State agrees that in the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Applicant agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Applicant agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Applicant also agrees to retain such financial accounts, documents and records for three years following project termination or completion.

Applicant and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. Applicant agrees to use any generally accepted accounting system.

H. Use of Facilities

1. Applicant agrees that the property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Applicant agrees to maintain and operate the property acquired, developed, rehabilitated or restored with grant monies in perpetuity subject to the provisions of Public Resource Code Section 5917. With the approval of State, the applicant or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with Section 5919.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.