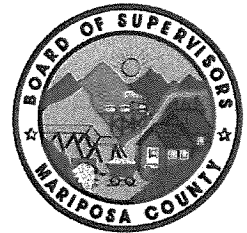


MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2021-271

MEETING: May 11, 2021
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Antone Road 60' Easement MOU

RECOMMENDATION AND JUSTIFICATION:

Approve a MOU with Self-Help Enterprises Authorizing and Memorializing a \$20,000 County Contribution to the Acquisition of an Additional 20' of Public Road and Public Utility Easement Along Antone Road; and Authorize the Board of Supervisors Chair to Sign the MOU (Subject to Approval As to Legal Form by County Counsel).

A condition of approval in the development of the Creekside Terrace Project is that the Developer(Self-Help Enterprises) secure easements along and improve Antone Road from the Joe Howard Bridge the Project site. Self-Help Enterprises negotiated a 40' Public Road and Utility Easement across APN 013-239-0450 and APN 013-230-0240"Subject Parcels" for their required road improvements. The County prefers 60' easements where possible particularly in this location where public access is desired for the Mariposa Creek Parkway.

Self-Help Enterprises negotiated an extra 20' of Public Road and Utility easements across the subject parcels and aligned the Antone Road improvements on the upslope side of the of the easement to allow space for the Mariposa Creek Parkway. Self-Help Enterprises is asking that the County contribute \$20,000 towards the acquisition of this additional 20' of Public Road and Utility Easement.

The County has budgeted for this expense from the MID settlement fund for the acquisition and development of the Mariposa Creek Parkway.

In regards to environmental review, A Mitigated Negative Declaration was adopted for the Creekside Terrace project, which included as part of it's proposal the necessary improvements along Anton Road . Pursuant to CEQA Guidelines Section 15162 no subsequent review is required.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES 2019-729 allocated funds from the MID Settlement Fund for Mariposa Creek Parkway land acquisition, a water feasibility study, a master parks and resiliency master plan and parking easements in the town parking district.

LTC RES. 2020-3 Adopt the Mariposa Creek Parkway Master plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County verbally expressed the importance and desire to gain public access through the subject parcels. Self-Help Negotiated and gained the extra 20' of access and is now asking for reimbursement. Negative action would not allow for reimbursement.

FINANCIAL IMPACT:

Sufficient funds for Mariposa Creek Parkway property acquisitions are already budgeted in the MID Settlement Fund

ATTACHMENTS:

60' Easement Anton Rd MOU_Final (PDF)

RESULT: ADOPTED [4 TO 0]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey

RECUSED: Rosemarie Smallcombe

MEMORANDUM OF UNDERSTANDING FOR 60' EASEMENT ON ANTONE ROAD

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 11th day of May, 2021, by and between the County of Mariposa (“MARIPOSA”) and Self-Help Enterprise (“SHE”). MARIPOSA and SHE may be referred to in this MOU individually as “Party” and collectively as “Parties” where the context so requires.

WHEREAS, SHE is acquiring non-exclusive public road and public utility easement along Antone Road in Mariposa, California, to provide access to the Creekside Terrace Multifamily Housing project further described in Exhibit B, attached hereto; and

WHEREAS, SHE had negotiated a 40’ easement across 2 parcels owned by the same party, APN 013-239-0450 also known as 5155 Antone Road and APN 013-230-0240 “Subject Parcels”; and

WHEREAS, MARIPOSA prefers 60’ easements where possible, particularly in this area where public access is desired for the Mariposa Creek Parkway; and

WHEREAS, MARIPOSA is willing to financially contribute to the acquisition of a 60’ public access easement in this location to facilitate the construction of the Mariposa Creek Parkway; and

WHEREAS, SHE negotiated an extra 20’ of the public road and public utility easement across the subject parcels at an additional cost of \$20,000 and has billed the County for that cost as further described in Exhibit A attached hereto.

NOW, THEREFORE, MARIPOSA AND SHE mutually agree to the following:

1. TERM

This MOU is effective from the date executed until such time that the public road is offered to the County of Mariposa for dedication.

2. COMPENSATION

MARIPOSA shall pay to SHE \$20,000 in contribution to the acquisition of a 60’ public road and public utility easement as described in Exhibit B attached hereto for the Mariposa Creek Parkway and future public access needs.

3. REPRESENTATIONS

The Parties represent that SHE is under legal obligation to provide improved road access to the Creekside Terrace and the County desires a 60’ public access where obtainable.

4. INDEMNIFICATION

SHE agrees to indemnify, defend and hold harmless MARIPOSA, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney’s fees, costs, experts’ fees and expenses of whatever kind or nature, at any

time arising out of or in any way connected with SHE's acquisition of the 60' wide non-exclusive public road and utility easement described in Exhibit B attached hereto.

5. DISPUTE RESOLUTION

Disputes between SHE and MARIPOSA in connection with any matter relating to the terms or provisions of this MOU shall first be considered jointly by the President of SHE and the County Administrative Officer for MARIPOSA.

Prior to taking any judicial action to interpret or enforce provisions of this MOU, the Parties agree to first submit the matter to a mediator, to be mutually agreed upon by the Parties hereto, in concert with a representative of each Party. The Parties shall split the cost of the mediation equally.

6. NOTICES

Any notice required to be given pursuant to the terms and provisions herein shall be in writing and shall be set by First Class Mail to:

Self-Help Enterprises
Tom Collishaw, President
8445 W Elowin Ct.
Visalia, Ca 93291

County of Mariposa
County Administrative Officer
Post Office Box 784
Mariposa, Ca 95338

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the Parties.

7. BINDING EFFECT

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the Parties and to each of their respective heirs, executors, administrators, successors and assigns.

8. INTERPRETATION

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

10. ENTIRE AGREEMENT

This MOU shall constitute the entire agreement between the Parties regarding the subject matter of this MOU, and shall supersede any previous agreements, promises, representations, understandings or negotiations, whether oral or written, concerning the same subject matter.

11. AUTHORITY TO EXECUTE

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such Party's obligations hereunder have been duly authorized.

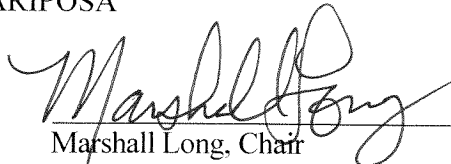
IN WITNESS WHEREOF, the Parties hereto have entered this MOU as of the day and year first written above:

SHE



Tom Collishaw, President
Self-Help Enterprises

MARIPOSA



Marshall Long, Chair
Mariposa County Board of Supervisors

APPROVED AS TO FORM:



Steven W. Dahlem
County Counsel

Exhibit "A"

INVOICE

DATE April 7, 2021
INVOICE# 01
Reference # Creekside Terrace

Creekside Terrace, LP
C/O Self-Help Enterprises
PO Box 6520, Visalia, CA 93290
Phone: (559) 802-1653
betsyg@selfhelpenterprises.org

BILL TO:

Mariposa County

DESCRIPTION	AMOUNT
Mariposa County share of the cost of the 60' Antone Road Easement (Grantor: Jenifer Canter)	\$20,000
TOTAL	\$20,000

Please remit payment to:

Self-Help Enterprises

EXHIBIT "B"

60.00 FOOT WIDE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

A 60.00 foot wide non-exclusive easement for Public Road and Public Utilities situated in Projected Sections 22 and 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas, County of Mariposa, State of California, said easement being 30.00 feet on the sides of the centerline described as follows:

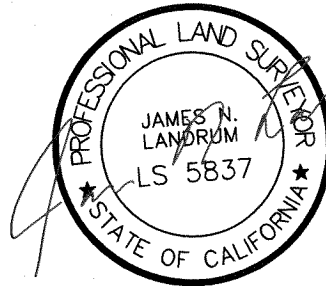
COMMENCING at the Northeast corner of Parcel B of that Parcel Map recorded in Book 12 of Parcel Maps at Page 10 for Scott P. Bumguardner as described in Grant Deed to Jenifer Canter, recorded as Document No. 20173872 on October 25, 2017 in Mariposa County Official Records, thence Southerly along the Westerly line of said Parcel B, South $38^{\circ}30'40''$ West a distance of 107.79 feet to the centerline of said easement and the **TRUE POINT OF BEGINNING**.

Thence South $55^{\circ}02'25''$ East a distance of 410.27 feet, more or less, to a point on the easterly line of said Parcel B and end of said 60 foot wide easement; said point also being South $11^{\circ}37'00''$ East a distance of 14.24 feet from a 3/4" iron pipe on the Easterly line of said Parcel B.

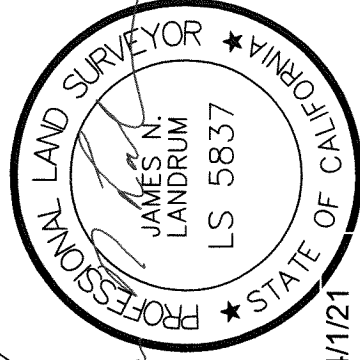
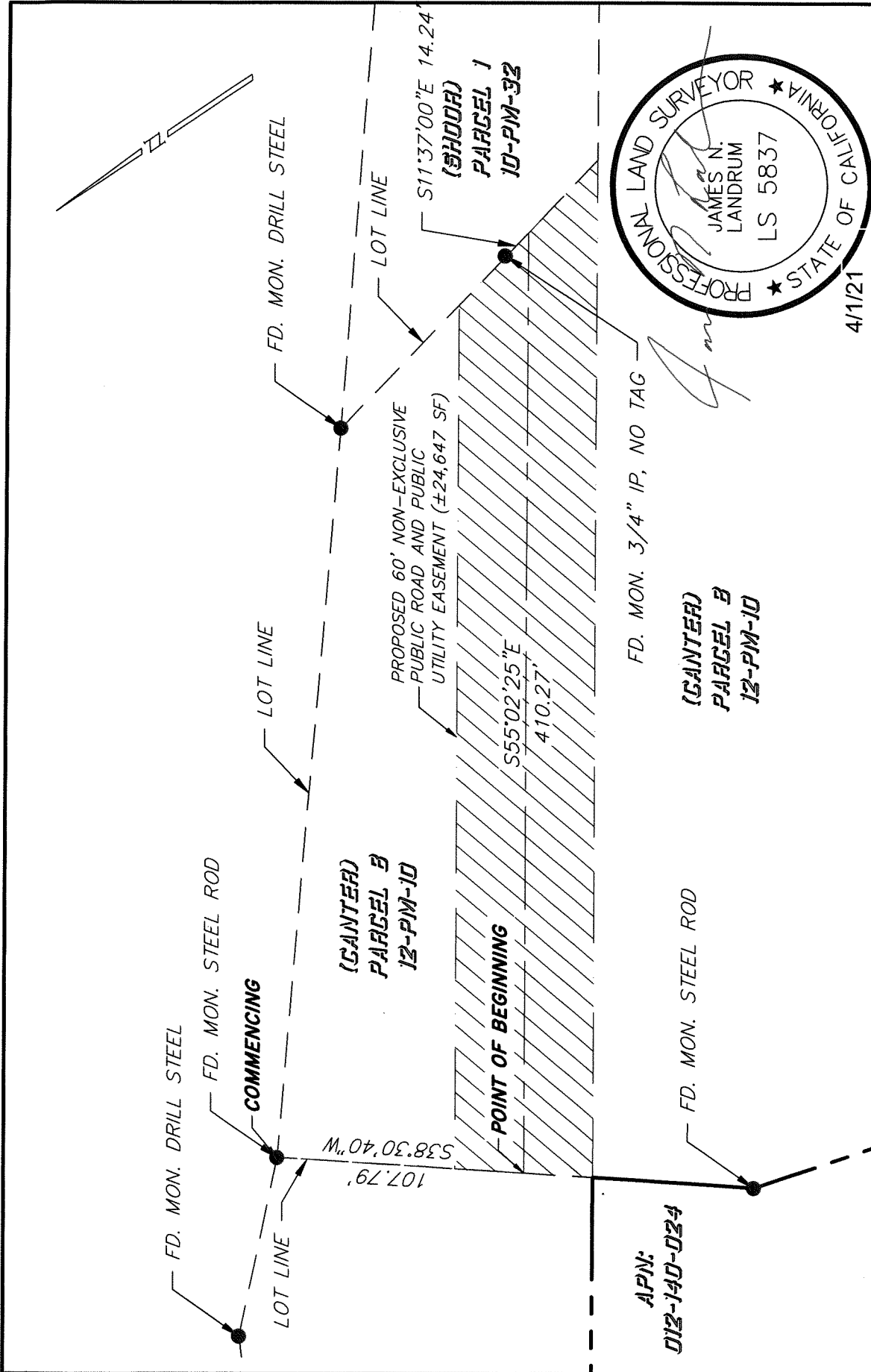
The side lines of said easement are to be elongated or shortened to match said Westerly and Easterly boundary lines of Parcel B.

Contains 24,647 square feet, more or less.

END OF DESCRIPTION



4/1/21



MVE
MVE Inc.
1117 L Street, Modesto, CA 95354
866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

SHEET **1** OF **1**

EXHIBIT "B"
60 FOOT WIDE NON-EXCLUSIVE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

CALIFORNIA

MARIPOSA

APN: **012-140-024**

Drawn By: MJ
Date: 3/29/21
Scale: 1"=60'
Job No.: NC19212
Phone: 866.526.4214