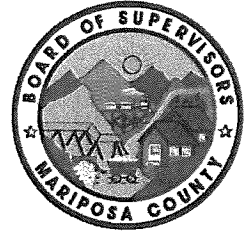


MARIPOSA COUNTY

Public Works · 209 966 5356



RESOLUTION - ACTION REQUESTED 2021-303

MEETING: May 25, 2021
TO: The Board of Supervisors
FROM: Mike Healy, Public Works Director
RE: Purchase Permanent Easement for a Downtown Parking Purpose

RECOMMENDATION AND JUSTIFICATION:

Purchase a Permanent Easement from the Mariposa United Methodist Church, Assessor's Parcel Number 013-183-0150 for Purposes of Public Parking in the Amount of \$3,900, Including All Associated Fees; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Necessary for This Transaction (Subject to Approval as to Legal Form by County Counsel).

This is a parking lot easement which needs to be accomplished in order to perform Parking Lot Rehabilitation work as part of the Downtown Revitalization Project.

Per previous Board Action this parcel easement was appraised and successful negotiations pursued on behalf of the County by Willdan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board hired Willdan to appraise and negotiate with various property owners in order to secure permanent easements for public parking in the downtown Central Business District. The acquisition of Permanent Easements is a requirement of the Federal Grant which is funding the Downtown Revitalization Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this not be approved and permanent easements not secured no Federal Project Grant funds can be used to make improvements to parking lots.

FINANCIAL IMPACT:

None, the Board has appropriated funds from the MID Settlement to fund these easement procurements.

ATTACHMENTS:

Parking Easement Procurement Mariposa United Methodist Church (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of May 25, 2021 (“Effective Date”) by and between the County of Mariposa, a political subdivision of the State of California (“Grantee”) and Mariposa United Methodist Church, a Corporation (“Grantor”). Grantee and Grantor are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. Grantor is the owner of certain real property located at 4993 State Highway 140, Mariposa, County of Mariposa, State of California, designated as Assessor’s Parcel Number 013-183-0150 (“Property”).

B. Grantee desires to acquire a portion of the Property which is necessary for the Mariposa County Parking District Rehabilitation Project (“Project”), a public use for which Grantee has the authority to exercise the power of eminent domain. The Parties acknowledge that this Agreement is made and entered into under threat of eminent domain. The Parties further desire to fully and finally resolve all claims, rights, interests and/or disputes relating to Grantee’s construction and operation of the Project in the manner proposed as well as the acquisition, possession and/or use of the Acquisition Area (defined below).

The interest in the Property to be acquired pursuant to this Agreement (collectively, the “Acquisition Area”) is 2,476± sf of Permanent Easement Interest as more fully described in Exhibit A and depicted in Exhibit B to the Easement Deed attached hereto as Exhibit 1 and incorporated herein by this reference.

C. The Parties acknowledge and agree that the Acquisition Area is (i) being acquired for a public use; (ii) necessary for the construction, operation and/or maintenance of the Project; and (iii) being acquired pursuant to this Agreement in lieu of a condemnation action or proceeding.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereto do hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE; GRANTEE’S ADDITIONAL WORK.

a. Grantor agrees to sell, and Grantee agrees to purchase the Acquisition Area upon and subject to the terms and conditions set forth herein.

b. The purchase price for the Acquisition Area shall be TWO THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$2,800.00) (“Purchase Price”).

c. The Purchase Price reflects the fair market value of the Acquisition Area 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, Grantee may elect to recover its cleanup costs as allowed by law.

2. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION.

a. Grantor acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of just compensation for Grantee's acquisition of the Acquisition Area and/or construction and operation of the Project in the manner proposed, including, without limitation, claims for lease bonus value, lost rents, damage to improvements, severance damages, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages, causes of action and demands of Grantor against Grantee because of Grantee's purchase of the Acquisition Area and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing, Grantor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Grantee's performance under this Agreement constitutes full and complete satisfaction of Grantee's obligations to compensate Grantor not only for the purchase of the Acquisition Area, but also for construction and/or operation of the Project.

b. Grantor expressly acknowledges that execution of this Agreement does not constitute a waiver or other limitation on Grantee's constitutional and/or statutory right to commence an eminent domain proceeding in Superior Court to either (1) acquire the Acquisition Area to address a defect in Grantor's ability to convey clear and unencumbered title to Grantee; or (2) to clear any additional recorded or unrecorded encumbrances that impact Grantee's ability to own and possess the Acquisition Area free of any encumbrance, license, easement, property right and/or lien.

3. GRANTOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

Grantor hereby warrants, represents and/or covenants to Grantee that:

- a. Grantor owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Acquisition Area to Grantee and to perform its obligations pursuant to this Agreement.
- b. To the best of Grantor's knowledge, there are no action, suits, material claims, mechanics or materialmen liens, legal proceedings or any other proceedings or claims affecting the Property or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.
- c. Grantor shall not do anything which would impair Grantor's title to any of the Acquisition Area during the completion of the acquisition process contemplated in this Agreement.
- d. To the best of Grantor's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Acquisition Area may be bound.
- e. Other than as is disclosed or covered in this Agreement, there are no agreements for occupancy in effect for the Acquisition Area, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Grantee's use of the Acquisition Area. Grantor will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise affect the Acquisition Area without the prior written consent of Grantee, including, without limitation, any agreements for occupancy or use of the Acquisition Area.

- f. Grantor is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Grantee regarding the environmental status of the Property. To Grantor's knowledge, the Property and any contiguous real property owned by Grantor is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property, including, without limitation, the Acquisition Area, or its use.
- g. Until the close of escrow, Grantor shall upon learning of any fact or condition which would cause any of Grantor's warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Grantee.
- h. Grantor shall maintain the Acquisition Area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Acquisition Area until the Effective Date.
- i. Each of the above warranties and representation is material and is relied upon by Grantee separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the deeds for the Acquisition Area.

4. POSSESSION.

Upon execution of this Agreement by Grantee and Grantor, and deposit of funds in the amount of the Purchase Price into Escrow, Grantee shall have the right of possession and use of the Acquisition Area, including, without limitation, the right to remove and dispose of improvements thereon, thereat and/or thereto and construct the Project.

5. DAMAGE OR DESTRUCTION OF PROPERTY.

Prior to the transfer of title, should the Acquisition Area or any improvements thereon be materially damaged or destroyed by fire, earthquake or other calamity without the fault of Grantee, Grantee may elect to terminate this Agreement by written notice to Grantor. Such termination shall relieve the Parties of their obligations under this Agreement. Grantee, in its sole discretion may elect to reappraise the Property and make an offer to purchase the Property.

6. GRANTEE REPRESENTATION.

Grantee makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Grantor acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Grantee or any other person or entity to Grantor or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Grantor shall survive the Closing, or the termination of this Agreement by either party (whether Grantor or Grantee) for any reason, including a breach by the other party.

7. TIME OF ESSENCE.

Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

8. ENTIRE AGREEMENT; WAIVER AND MODIFICATION.

This Agreement is the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

9. COUNTERPARTS; COPIES.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10. CAPTIONS.

Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

11. NO OBLIGATIONS TO THIRD PARTIES.

Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

12. EXHIBITS.

The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing when delivered in person or sent by registered or certified mail return receipt requested), postage prepaid, or Federal Express, UPS or other overnight mail carrier, addressed as follows:

To Grantor: Mariposa United Methodist Church
P.O. Box 248
Mariposa, CA 95338

To Grantee: Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338

14. GOVERNING LAW; VENUE.

This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Mariposa.

15. SUCCESSORS AND ASSIGNS.

This Agreement as well as the deed attached as Exhibit 1 shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

16. RATIFICATION.

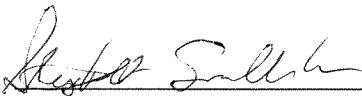
This Agreement is subject to the approval and ratification by the Grantee's governing body or its delegated representative.

17. SEVERABILITY.

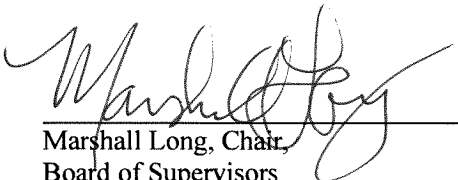
If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

GRANTOR: Mariposa United Methodist Church, a Corporation

By:  April 20, 2021
 Name: Stephen A. Small Date
 Its: Chair Board of Trustees

COUNTY OF MARIPOSA

By:  5-25-21
 Marshall Long, Chair, Date
 Board of Supervisors

APPROVED AS TO FORM:


 STEVEN W. DAHLEM 5
 COUNTY COUNSEL

EXHIBIT 1

Recorded at the request of
County of Mariposa

When Recorded Mail to:
Bender Rosenthal, Inc.
Attn: Betsey Cline
2825 Watt Avenue, Suite 200
Sacramento, California 95821

Space above this line for Recorder's Use

This document is recorded for the benefit of the County of Mariposa and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

013-183-0150

APN

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARIPOSA UNITED METHODIST CHURCH**, a Corporation ("GRANTOR") hereby grants to the **COUNTY OF MARIPOSA**, a political subdivision of the State of California ("GRANTEE"), an EASEMENT for public ingress and egress, public parking, public utility, and appurtenant uses upon, over and across that certain real property in the County of Mariposa, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

Dated this ___ day of _____, 20__

GRANTOR:
Mariposa United Methodist Church, a Corporation

By: _____

Name: _____

Its: _____

Exhibit "A"

United Methodist Church – Portion of APN 013-183-15

A non-exclusive easement for public ingress, egress, and public parking lot, public utility and appurtenant uses, situated in a portion of Block 22 of the Town of Mariposa, as said Block 22 is delineated on that certain map entitled Town of Mariposa as surveyed by R. Thomas, C.E. for J.F. Johnson, Esq. 1860 (Copy of original Map, March 1906) filed as Map No. 314, Mariposa County Records, also being situated in a portion of Projected Section 23, T. 5 S., R. 18 E., Rancho Las Mariposas, Mariposa California, herein described as follows:

COMMENCING at the Northernmost corner of said Block 22 said corner also being the Northernmost corner of the United Methodist Church parcel (Document 20933599, MCOR); thence S53°51'45"W, along the Southeasterly line of 6th Street, 100 feet to the TRUE POINT OF BEGINNING; thence continuing on said line for 19 feet to the Westernmost corner of the United Methodist Church parcel; thence S35°58'17"W, parallel with Bullion Street, said line also being Southwesterly line of the United Methodist Church parcel for 102.96 feet to a point on the Northwesterly line of that certain real property conveyed to Randy L. Freitas by Grant Deed recorded January 29, 1997 as Document 970346, Mariposa County Official Records, said point also being the Southernmost corner of the United Methodist Church parcel, thence, N53°50'36"E along said Northwesterly line, said line also being the Southeasterly line of the United Methodist Church parcel, a distance of 51 feet; thence Westerly a distance of 42.42 feet more or less to a point 30 feet Northwesterly of the Southeasterly line of the United Methodist Church parcel and 21 feet Northeasterly of the Southwesterly line of the United Methodist Church parcel; thence N35°58'17" W, parallel to Bullion Street, a distance of 5 feet; thence S53°50'36"W a distance of 2 feet; thence N35°58'17"W, parallel to Bullion Street a distance of 67.95 feet more or less to the TRUE POINT OF BEGINNING.

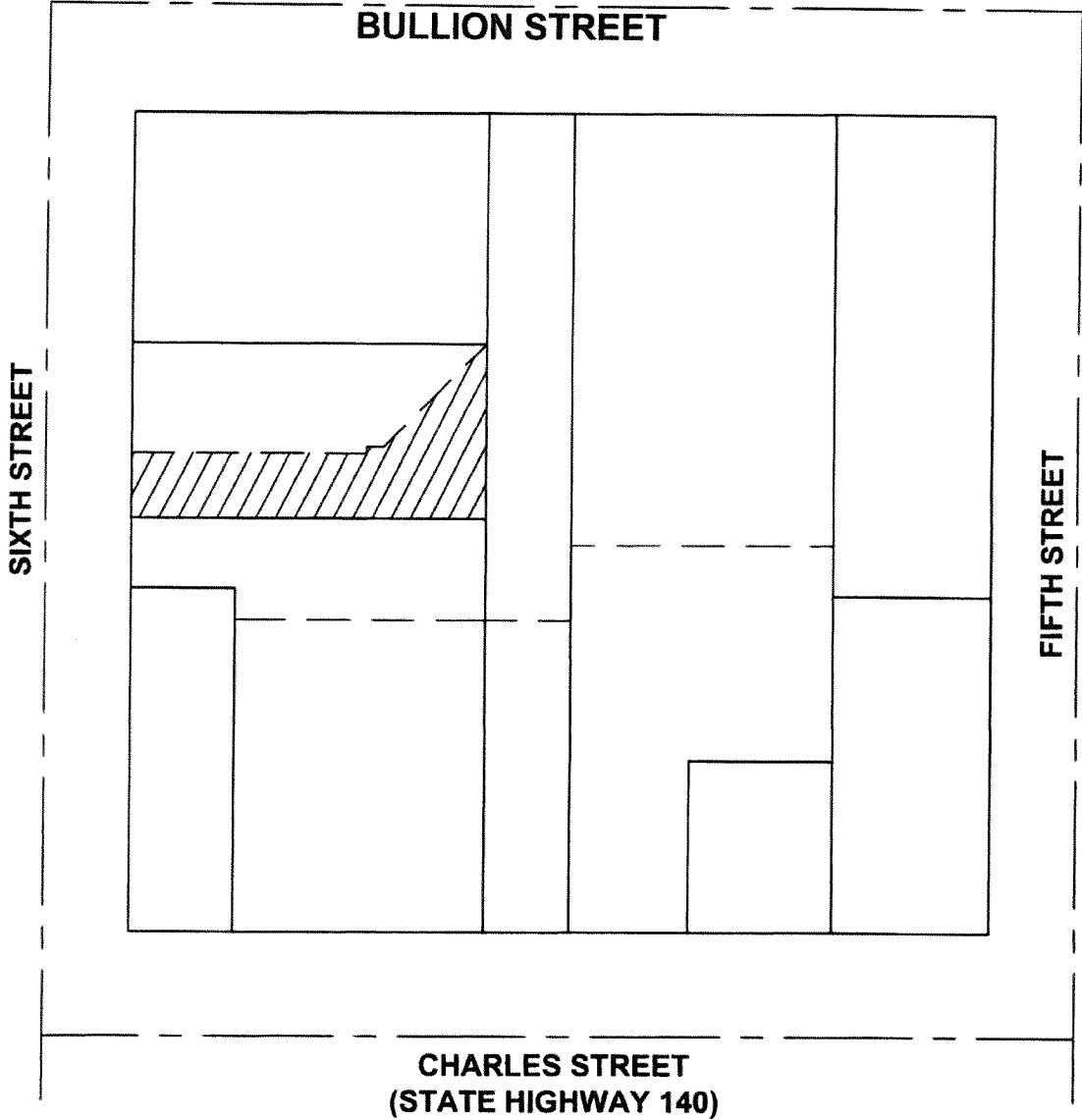
Containing 2,476 square feet more of less.

As shown on Exhibit "B" attached hereto and made a part hereof

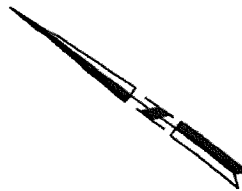


Date: March 23, 2021

EXHIBIT "B"



AREA DESCRIBED IN
EXHIBIT 'A'



WILLDAN Engineering
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA 91748-3497
(562) 906-6247

extending
your
reach

SCALE: 1"=50' DATE: 7-07-2020

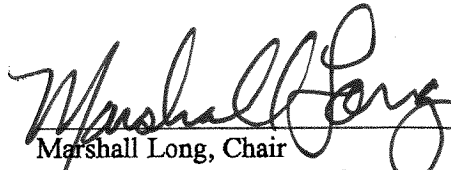
DRAWN BY: DR CHECKED BY: PMR

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Grant Deed to the County of Mariposa, a political subdivision of the State of California, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the County pursuant to authority conferred by the Mariposa County Board of Supervisors Resolution No. 21-303 adopted on May 25, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated 5/25/2021



Marshall Long, Chair
Mariposa County Board of Supervisors

**Inter-County Title Co., Tuolumne-Mariposa Division
 ALTA Universal ID FINAL STATEMENT
 P.O. Box 838 / 5160 Bullion Street**

File No./Escrow No.: M31034
Print Date & Time: August 24, 2021 at 08:56 AM
Officer/Escrow Officer: Tonya Lindsey
Settlement Location: 5160 Bullion St.
 Mariposa, CA 95338

Property Address: 4991 and 4993 6th Street
 Mariposa, CA 95338

Borrower: The County of Mariposa
Seller: Mariposa Methodist Church

Lender:
Settlement Date: August 24, 2021
Disbursement Date: August 24, 2021
Recording Date: August 24, 2021

FINAL

The Undersigned does hereby certify that this is a true and correct copy of the original.

INTER-COUNTY TITLE CO.
 Tuolumne-Mariposa Div.,
 By Tonya Lindsey

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
	\$ 2,800.00	Sale Price of Property	\$ 2,800.00	
Prorations/Adjustments				
Loan Charges to				
Other Loan Charges				
		Settlement Escrow Fee	to Inter-County Title Co., Tuolumne-Mariposa Division	\$ 500.00
		Settlement Doc Prep	to Inter-County Title Co., Tuolumne-Mariposa Division	\$ 100.00
Impounds				
Title Charges & Escrow / Settlement Charges				
		Title - Owner's Title Insurance	to Inter-County Title Co., Tuolumne-Mariposa Division	\$ 550.00
		Coverage:	\$ 2,800.00	
		Premium:	\$ 550.00	
Government Recording and Transfer Charges				

ALTA Settlement Statement Combined - Continued

Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
Payoffs			
Miscellaneous			
			\$ 64,042.00
			\$ 60,092.00
\$ 0.00	\$ 2,800.00	Subtotals	\$ 64,042.00
\$ 2,800.00		Balance Due TO	\$ 64,042.00
\$ 2,800.00	\$ 2,800.00	TOTALS	\$ 64,042.00

**** REAL ESTATE CLOSING ****

Buyer/Borrower: The County of Mariposa, a political subdivision of the State of California

Seller: Mariposa Methodist Church, a Corporation

Lender:

Property: 4991 and 4993 6th Street / Mariposa

Settlement Date: August 24, 2021

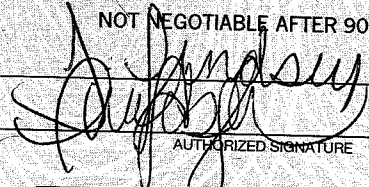
Closer/Responsible Party: Tonya

Disbursement Date: August 23, 2021

Check Amount: \$ 2,800.00 (M31034.PFD/M31034/15)

Pay To: Mariposa Methodist Church
For: Closing Proceeds

Closing Proceeds \$2,800.00

INTER-COUNTY TITLE CO. T-M DIVISION ESCROW TRUST ACCOUNT 5160 BULLION STREET P.O. BOX 838 MARIPOSA, CA 95338 209-966-3653		WESTAMERICA BANK <small>MARIPOSA OFFICE 1-800-848-1088 5121 HWY 140, PO Box 157 MARIPOSA, CA 95338 90-4021/1211</small>		75489
-Two Thousand Eight Hundred and 00/100		DATE	AMOUNT	M31034 Closing Proceeds
		August 23, 2021	\$ *****2,800.00	Dollars
PAY TO THE ORDER OF Mariposa Methodist Church P.O. Box 248 Mariposa, CA 95338	NOT NEGOTIABLE AFTER 90 DAY'S  AUTHORIZED SIGNATURE		Security features. Details on back.	

⑈075489⑈ ⑆121140218⑆ 0168000024⑈