

Attachment C

**AGREEMENT BETWEEN THE CITY OF SALINAS AND COUNTY OF MONTEREY
FOR THE DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING
PROJECT**

This Project Agreement (the “Agreement”) is entered into as of the last date opposite the respective signatures by and between the City of Salinas, a California charter city and municipal corporation (hereinafter “City”), and the County of Monterey, California, a political subdivision of the State of California (the “County”), collectively the “Parties.”

RECITALS

WHEREAS, the County proposes to construct the Davis Road Bridge Replacement and road Widening Project (the “Project”); and

WHEREAS, the Project consists of widening Davis Road to four (4) travel lanes between Blanco Road and Reservation Road, a new 1700-foot long bridge over the Salinas River, intersection improvements at Davis Road/Hitchcock Road, Davis Road/Foster Road, and Davis Road/Reservation Road, and relocation of utility lines in conflict with the road and bridge construction; and

WHEREAS, the City of Salinas Industrial Waste Water site (APN 207-201-001) fronts a portion of the Project along Davis Road; and

WHEREAS, the new Davis Road bridge will span the width of the Salinas River and require moving the access point to the City of Salinas Industrial Waste Water site to a new frontage road to be constructed as part of the Project; and

WHEREAS, the County has secured funding to construct the Project and actively working to complete the Right-of-way Phase of the Project; and

WHEREAS, the County requests the City to provide 5,243 square feet of permanent roadway easement and 45,614 square feet of temporary construction easement and from parcel APN 207-201-001 to construct the Project.

WHEREAS, the County requests the City grant Pacific Gas and Electric Company, a California corporation, a 19,466 square feet utility easement along its frontage with Davis Road from parcel APN 207-201-001 to relocate an existing natural gas pipeline.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED in consideration of the foregoing recitals and the mutual goals and objectives contained herein, the Parties agree as follows:

1. Project Details and Costs:

The County will manage and fund the Project at no cost to the City. As part of the Project, the County will construct a new frontage road from the intersection of Davis Road with Foster Road to the new entrance to City parcel Assessor's Parcel Number (APN) 207-201-001. The County will relocate the entrance gate and reconstruct the existing property fence to make the access modifications. The frontage road will be paved and constructed in compliance with County and Caltrans specification. The layout of the new frontage road and relocated access driveway to the City's parcel APN 207-201-001 is depicted in Exhibit A which is attached and incorporated by this reference.

2. Easements:

The City will deed the County a permanent roadway easement consisting of 5,243 square feet to construct the access to the new frontage road. The City will grant 45,614 square feet of temporary construction along its frontage on Davis Road. The temporary construction easement (TCE) will be for a three (3) year period starting April 1, 2023. The County will use the TCE to stage and construct the new bridge. The proposed permanent roadway easement and TCE are depicted in Exhibit B which is attached and incorporated by this reference. Upon completion of the Project and termination of the TCE term, the City shall provide the County ingress and egress rights through the gate entrance to maintain the Project bridge. The bridge access path shall be along the northly edge of the City's parcel. The City shall also grant access to the neighboring parcel (APN 207-042-005 which is currently owned by CUS Holding Trust) through this same access path.

The City will deed Pacific Gas and Electric Company, a California corporation, 19,466 square feet utility easement along its frontage with Davis Road to relocate an existing natural gas pipeline. The existing pipeline is in conflict with construction of the Project bridge and needs to be relocated. The new pipeline is proposed to be installed underground and will cross the Salinas River approximately 20 feet westerly of the existing pipeline.. The proposed utility easement and easement deed are shown in Exhibit C which is attached and incorporated by this reference.

3. County Notification Obligations:

County shall coordinate all work within the Project area with the City and provide 45-day notice prior to start of any work. The County shall provide monthly updates to the City on the progress of the work during the relocation of the pipeline and construction of the Project bridge.

4. County Inspection Obligations:

The County shall be responsible for providing construction inspection and construction management services associated with construction of the Project. Quality assurance inspections conducted by the City shall be coordinated with the County.

5. Ongoing Maintenance Obligations:

a. County Maintenance Obligation: The County accepts all future maintenance responsibility of the Project, including the new frontage road leading to the City's entrance gate and the access path to the Project bridge.

b. City's Maintenance Obligation: The City accepts all future maintenance responsibility of the entrance gate and reconstructed fence along the City's parcel APN 207-201-001.

6. Indemnity:

a. County's Indemnity Obligation: The County shall fully defend, indemnify and hold the City, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the construction of the Project, including but not limited to the County's design, engineering, execution of the work, maintenance, or otherwise resulting from the conduct of County employees, agents, contractors, or others in connection with the Project.

b. City's Indemnity Obligation: The City shall fully defend, indemnify and hold the County, its officers, agents and employees harmless against all claims for damages to persons or property arising out of the on-going maintenance of the new entrance gate and reconstructed fence.

7. Insurance:

The County shall require a commercial and general liability and automobile liability policies provided by any contractors or subcontractors performing work on the Project naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the contractors' or subcontractors' work, including ongoing and completed operations, and shall further provide that such insurance is primary and non-contributory to any insurance or self-insurance maintained by the County.

8. Entire Agreement:

This Agreement represents the full and complete understanding of the parties with respect to the Project Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Project Property or the Project are revoked and extinguished by this Agreement.

9. Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as follows:

City of Salinas

Attn: David Jacobs, Public Works Director

City of Salinas

Public Works Department

200 Lincoln Ave.

Salinas, California 93901

County of Monterey

Attn: Tom Bonigut, Assist. Director of Public Works

Public Works, Facilities and Parks Department

1441 Schilling Place, 2nd Floor

Salinas, California 93901

(831) 755-4950

IshiiR@co.monter.ca.us


10. Further Acts and Assurances:

The Parties agree to execute, acknowledge and deliver any and all additional papers documents and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations hereunder and to carry out the intent of the Parties.

11. Counterparts:

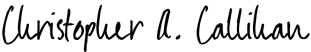
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

CITY OF SALINAS

DocuSigned by:
BY: 
E554E94F4CE64C8...
Kimbley Craig
Mayor, City of Salinas

DATE: 11/13/2022 | 8:11 PM PST

APPROVED AS TO FORM:

DocuSigned by:
BY: 
DF600E62871844E...
Christopher A. Callihan, City Attorney


DATE: 11/3/2022 | 1:22 PM PDT

COUNTY OF MONTEREY

BY: _____
Mary L. Adams, Chair
Monterey County Board of Supervisors

DATE: _____

APPROVED AS TO FORM:

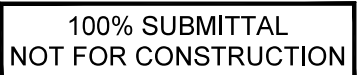
DocuSigned by:
BY: 
A1933826E717442...
Mary Grace Perry
Deputy County Counsel

DATE: 12/1/2022 | 9:44 AM PST

APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS:

BY: _____
Danielle P. Mancuso, Risk Manager

DATE: _____



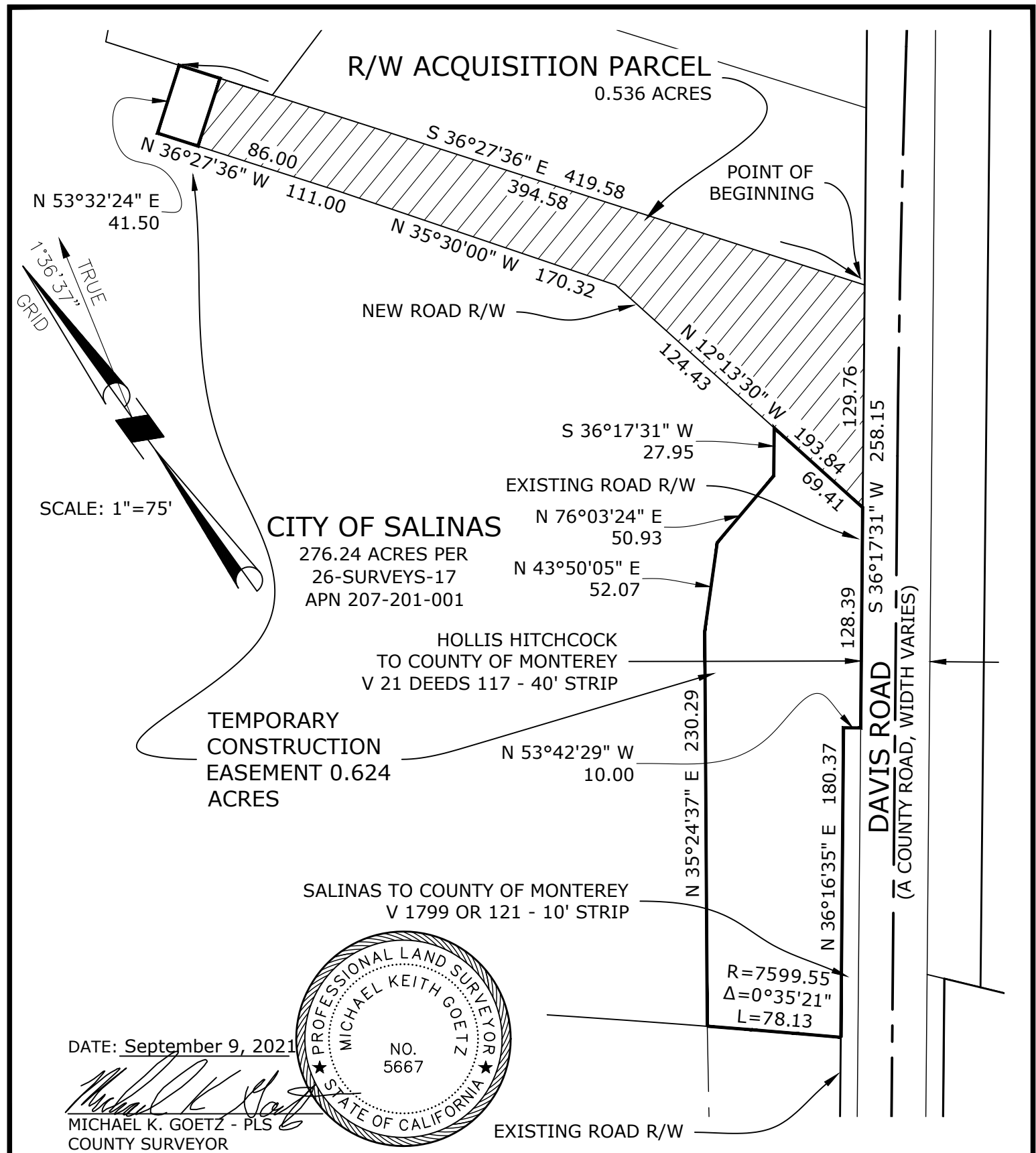
Submitted by: <u>M. IMBRIANI 36634</u>	
Design Engineer C.E. No.	
DESIGN BY: <u>A. BEDAL</u>	CHKD BY: <u>J. CONKLIN</u>
DRAWN BY: <u>D. LOCKETT</u>	CHKD BY: <u>J. CONKLIN</u>
SPECIFICATIONS WRITTEN BY: <u>J. CONKLIN</u>	CHKD BY: <u>M. IMBRIANI</u>
Approval Recommended by: _____ Deputy Public Works Director, Engineering	

[illegible]

DATE 6/25/20	FILE H:154189	VIEW —	SHEET
SCALE 1" = 40'	CONTRACT NO. XXX-XXX-XXX		OF XX SHEETS



DATE 6/25/20	FILE H:154189	VIEW —	SHEET
SCALE 1" = 40'	CONTRACT NO. XXX-XXX-XXX		
			OF XX SHEETS



COUNTY OF MONTEREY
OFFICE OF THE COUNTY SURVEYOR

1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800/FAX (831) 755-4958

DAVIS ROAD BRIDGE PROJECT
TEMPORARY CONSTRUCTION EASEMENT
CONTRACT NO. 3600

CITY OF SALINAS PROPERTY

DATE 09/09/21 **DRAWING**
DAVIS ROAD ROS
VIEW
PLAT_1 207-201-001 TCE
SCALE 1"=75'

SHEET
1
OF
1

GAS TRANSMISSION PIPELINE EASEMENT (REV. 04/2021)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax _____

LD# 2215-02-10024

EASEMENT DEED

2021094 (N/A) 06 21 1

R-1271B Davis Road Pipe Relocation Easement-City of Salinas

SALINAS, a municipal corporation of the state of California,

("Grantor"), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of the initial or any other size), remove, maintain, inspect, and use such pipe lines, valves, and appurtenances for conveying gas, and other appliances, fittings, and devices for controlling electrolysis for use in connection with the pipe lines, and such underground wires, cables, conduits, appurtenances and other associated equipment for communication purposes, and the right to energize the facilities, together with a right of way, within the easement area described below, lying within Grantor's lands situated in the City of Salinas, County of Monterey, State of California, and described as follows:

(APN 207-201-001)

The parcel of land described and designated LANDS in EXHIBIT "A" attached hereto and made a part hereof

The easement area is described as follows:

The parcel of land described and designated EASEMENT AREA in EXHIBIT "A" and shown upon EXHIBIT "B" attached hereto and made a part hereof

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees, roots, brush, vines, and to remove any associated supporting structures now or hereafter within the easement area, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the facilities;

(d) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross the easement area; and

(e) the right to mark the location of the easement area and pipe lines by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

(g) the right to grade the easement area for the full width and to extend the cuts and fills along and outside the easement area as Grantee may find reasonably necessary;

(h) the right to grade, construct, reconstruct, maintain, and use roads on and across said lands as Grantee may deem necessary in exercising its right of ingress and egress granted herein;

(i) the right to support the pipe lines across ravines and water courses with such structures as Grantee shall from time to time elect;

Grantee covenants and agrees:

(a) to restore the easement area as a result of excavation made by Grantee to as near as practicable to the condition that existed prior to such excavation;

(b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities;

(b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder.

Grantor shall not commence, nor allow a third party to commence, any construction activity (surface or subsurface) within the easement area without the written approval of Grantee, which approval shall not be unreasonably withheld. No construction activity shall commence until such time that Grantee approves the request.

Grantor shall not plant any trees, brush, vines, and other vegetation within the easement area. Grantor may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the easement area.

This document 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.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20____.

SALINAS, a municipal corporation of the
state of California,

By

By

LD# 2215-02-10024

R-1271B Davis Road Pipe Relocation Easement- City of Salinas

EXHIBIT "A"

LANDS

Being a portion of the lands of SALINAS, a municipal corporation of the State of California, as described in the deed dated November 07, 1972, and recorded December 20, 1972 in Reel 817 of Official Records Page 116, Monterey County Records and so designated on that certain record of survey filed in Volume 26 of Surveys at Page 17, records of said County.

APN: 207-201-001

EASEMENT AREA

Beginning at the intersection of the northwesterly boundary line of Davis Road as shown on the above-mentioned Record of Survey with the westerly boundary line of said lands and running along said westerly boundary line

- 1) From a radial line that bears north 40°48'18" east, on a curve to the left with a radius of 7599.55 feet, through a central angle 00°18'09", an arc distance of 40.12 feet; thence leaving said westerly boundary line along a line parallel with said Northwesterly boundary line of Davis Road
 - 2) north 36°17'31" east 451.00 feet to the easterly boundary line of said lands; thence along said easterly boundary line
 - 3) south 36°27'36" east 52.35 feet to the said northwesterly boundary line of Davis Road; thence leaving said easterly boundary line and running along said northwesterly boundary line the following 3 courses:
 - 4) south 36°17'31" west 258.15 feet; thence
 - 5) north 53°42'29" west 10.00 feet; thence
 - 6) south 36°17'31" west 180.38 feet, more or less,
- to the POINT OF BEGINNING.

Containing 0.47 ± acres


LD# 2215-02-10024

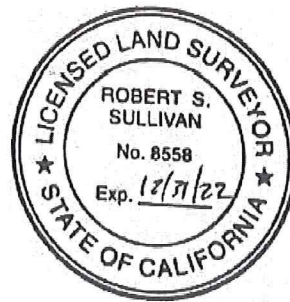
R-1271B Davis Road Pipe Relocation Easement- City of Salinas

The bearings used in the foregoing description are based on the bearings contained in the map dated November 15, 2002 and in Volume 26 Surveys, Page 17, Monterey County Records which course according to the description contained in said map has a bearing of north 34°48'31" east, (north 36°17'31" east for this description) and a distance of 256.01 feet

Prepare by:

Pacific Gas and Electric Company

 5-11-22
Robert Sullivan, PLS 8558 Date



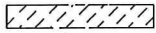
I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____

PORTION OF RANCHO NACIONAL

LEGEND

- - - - - SUBJECT PARCEL LINE
 - - - - - EXISTING EASEMENT AS NOTED
 - - - - - PROPOSED EASEMENT AS NOTED
 - - - - - CENTERLINE
 - - - - - DAVIS ROAD RIGHT-OF-WAY
 P.O.B. - POINT OF BEGINNING
 - PG&E GASLINE EASEMENT R 2126 OR 906 ONLY AFFECTS AREA WITHIN 207-201-001

0 40 80
1 INCH = 80 FEET

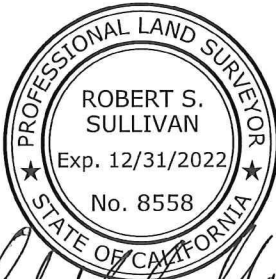


CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	7599.55'	0°18'09"	40.12'

LINE TABLE

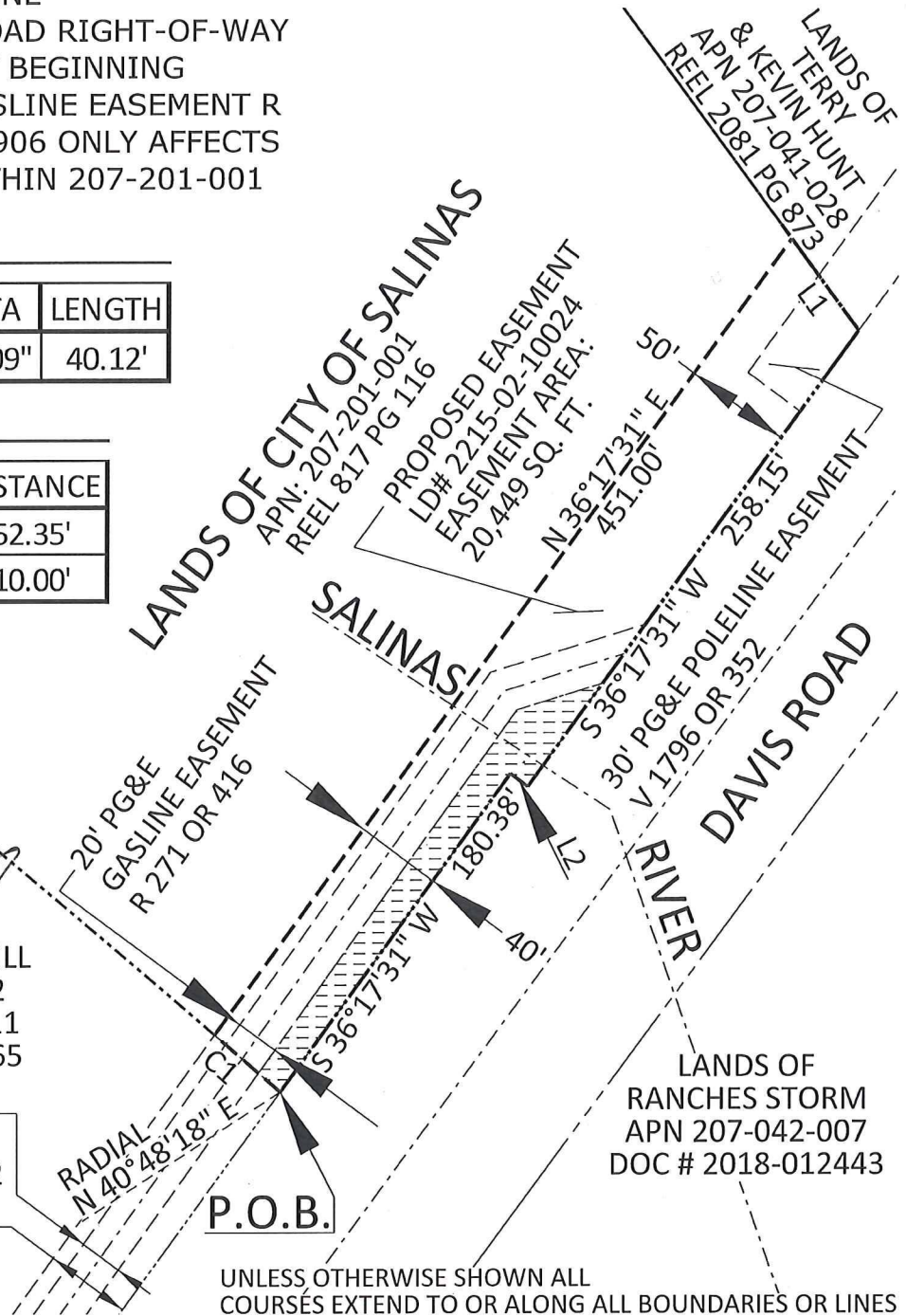
LINE	BEARING	DISTANCE
L1	S 36°27'36" E	52.35'
L2	N 53°42'29" W	10.00'



LANDS OF MERRILL
 JACKS RANCH 2
 APN 207-041-011
 REEL 2215 PG 865

20' PG&E GASLINE
 EASEMENT
 R 284 OR 116, PARCEL 2

PG&E EASEMENT
 DOC# _____
 LD# 2215-02-10023



AUTHORIZATION
74039184

BY MONTEREY CO.
 DR G5S4
 CH RSSG
 O.K. RSSG
 DATE 08/26/2021

EXHIBIT "B"
 R-1271B DAVIS ROAD PIPE RELOCATION
 CITY OF SALINAS
SALINAS, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 San Francisco California



JCN	N/A	
AREA	3, CENTRAL COAST	
COUNTY	MONTEREY	
SCALE	1 INCH = 80 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	L-10425	
CHANGE	1	

Attach to LD: 2215-02-10024

Area, Region or Location: 3

Land Service Office: Concord

Line of Business: Gas Transmission (52)

Business Doc Type: Easements

MTRSQ: (22.15.02.01.33, 22.15.02.01.32,) RANCHO NACIONAL

FERC License Number: N/A

PG&E Drawing Number: L-10425

Plat No.: N/A

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Gas and Pipeline Easements (5)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 74039184

JCN: N/A

County: Monterey

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: g5s4

Checked By: rssg

Approved By:

Revised by:

RESOLUTION NO. 22503 (N.C.S.)

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF SALINAS AND THE COUNTY OF MONTEREY FOR THE ROUNDABOUT AT THE DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING PROJECT

WHEREAS, the County of Monterey is proposing to implement the Davis Road Bridge Replacement and Road Widening Project (Project);

WHEREAS, the Project consists of replacing the existing Davis Road Bridge crossing the Salinas River and to widen Davis Road from two lanes to four lanes between Blanco and Reservation Roads;

WHEREAS, in order for the County to construct the Project, the access to the City of Salinas Industrial Wastewater Facility must be relocated to allow for a permanent roadway easement and a temporary construction easement from City parcel APN 207-201-001;

WHEREAS, staff from the County of Monterey and the City have drafted an Agreement for the Roundabout at the Davis Road Bridge Replacement and Road Widening Project to enable these right of way efforts to construct the project;

WHEREAS, the Agreement provides 5,243 square feet of permanent roadway easement and 45,614 square feet of temporary construction easement from parcel APN 207-201-001 to construct the Project. The Agreement also provides Pacific Gas and Electric Company, a 19,466 square feet utility easement along its frontage with Davis Road to relocate an existing natural gas pipeline that conflicts with the bridge construction.

NOW, THEREFORE, BE IT RESOLVED consistent with the authority granted to the City Council, the Agreement by and between the City of Salinas and the County of Monterey for the Roundabout at the Davis Road Bridge Replacement and Road Widening Project is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor of Salinas is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Agreement between the City of Salinas, a Charter City and the County of Monterey, a General Law County.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute extensions and/or non-substantive modifications to the Agreement, as necessary.

PASSED AND APPROVED this 18th day of October 2022, by the following vote:


AYES: Councilmembers: Barrera, Cromeenes, Gonzalez, McShane, Osornio, Rocha and Mayor Craig

NOES: None


ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:

E554E94F40E64C8...
Kimbley Craig, Mayor

ATTEST:

DocuSigned by:

5BE31EC636A6432...
Patricia M. Barajas, City Clerk