

RESOLUTION NO. 2020-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND
EXECUTE GRANT DEEDS AND PURCHASE AGREEMENTS FOR THE
CONVEYANCE OF PORTIONS OF THE PROPERTIES ALONG THE IMJIN
PARKWAY WIDENING PROJECT CORRIDOR, AND TO TAKE ALL OTHER
ACTIONS NECESSARY TO ACCEPT AND RECORD SAID GRANT DEEDS ON
BEHALF OF THE CITY OF MARINA, AND AUTHORIZE THE FINANCE
DIRECTOR TO TRANSFER FUNDS PER PURCHASE AGREEMENTS AND MAKE
THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, at the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Imjin Road and Reservation Road; and

WHEREAS, as improvements to Imjin Parkway impact adjacent private and publicly owned parcels, Kimley Horn utilized their sub-consultant Associated Right of Way Services (AR/WS) to prepare partial acquisition appraisals for the value of the proposed right of way acquisitions and easements for various locations along the corridor which are necessary for the construction and operation of the Imjin Parkway project; and

WHEREAS, offer packages that included legal descriptions of property needed for the project, appraisal summaries, and draft purchase and sale agreements were sent to MST, Sea Haven, and The Regent of the University of California (UC); and

WHEREAS, construction funding for the project is subject to approval by the California Transportation Commission (CTC). The Imjin Parkway Widening Project funding must be approved at the December 2020 meeting of the CTC. To be on the agenda for the December CTC meeting, the right-of-way certification must be submitted to Caltrans by October 5, 2020; and

WHEREAS, response to COVID-19 has affected right-of-way negotiations with UC who had to direct their planning and land management functions to the new learning environment and subsequently responding to fires in the Santa Cruz area; and

WHEREAS, staff is still coordinating the transfer of the easements and right-of-way with UC. Given the short timeframe for meeting the CTC deadline, staff is recommending that City Council delegate some level of negotiation authority to the City Manager should the need arise to settle the transfers from UC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina does hereby:

1. Authorize the City Manager or his designee to negotiate and execute Grant Deeds and Purchase Agreements for the conveyance of portions of the properties along the Imjin Parkway Widening Project corridor, and;

2. Authorize all other actions necessary to accept and record said Grant Deeds on behalf of the City of Marina, and;
3. Authorize the Finance Director to transfer funds per purchase agreements and make the necessary accounting and budgetary entries.

PASSED AND ADOPTED at a regular meeting of the City duly held on September 15, 2020, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A TO STAFF REPORT

[TEMPLATE]

AGREEMENT FOR PURCHASE OF PROPERTY

This **AGREEMENT FOR PURCHASE OF REAL PROPERTY** ("Agreement") is entered into as of the _____ day of September, 2020, by and between _____ ("GRANTOR") and the CITY OF MARINA, a Municipal Corporation, ("GRANTEE");

RECITALS

A. GRANTOR is the legal owner of real property, including all improvements located thereon, in the City of Marina, County of Monterey, State of California, commonly known _____ (No Situs Address), Marina, CA and more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference ("PROPERTY"); and

B. in conjunction with implementation of a segment of the Imjin Parkway Improvement Project, located in the City of Marina ("PROJECT"). GRANTOR desires to sell and GRANTEE desires to purchase a Fee Simple Interest, Slope Easement and a Temporary Construction Easement a portion of the PROPERTY ("Easements"), more specifically described in the attached Exhibits.

C. to accomplish the foregoing desires of GRANTEE and GRANTOR, the parties desire to enter into this Agreement for purchase and sale of the Fee Simple Interest, Slope Easement and Temporary Construction Easement under the terms and conditions set forth herein below;

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTEE and GRANTOR agree as follows:

1. Incorporation of Recitals. Each of the Recitals set forth above is incorporated herein by this reference.

2. Conveyance of Easements. In and for consideration of \$_____ GRANTOR agrees to sell and GRANTEE agrees to purchase the Easements described herein.

3. GRANTEE shall:

A. Prior to the close of escrow, pay the sum of _____ **Dollars** (\$_____) for the Fee Simple Interest, Slope Easement and Temporary Construction Easement to First American Title Company, 409 Washington Street, Suite 100, Monterey, CA 93940, hereinafter referred to as "Title Company," for the account of the GRANTOR, Escrow No. 2714-5949502. Payment shall be conditioned upon the Easement vesting in GRANTEE free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes and all restrictions of record that would interfere with GRANTEE's use and enjoyment of the Easement. Clearing of any title exceptions not acceptable to GRANTEE, in its sole discretion, shall be the responsibility of GRANTOR. This responsibility shall include, but not be limited to, securing releases, deeds, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the

event there are any additional title exceptions in updated title reports, GRANTOR shall have the same responsibility as above to clear any title exceptions not acceptable to GRANTEE.

B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

4. **GRANTOR shall:** Prior to the close of escrow, deposit in the escrow account designated in Paragraph 2(A) herein, an executed copy, suitable for recordation, of the Fee Simple Interest, Slope Easement and Temporary Construction Easement attached hereto, and incorporated by reference herein, as Exhibit "B".

5. **Indemnification.**
GRANTEE shall indemnify, defend and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs and expenses (including reasonable Attorneys' fees and costs), arising from or related to the exercise of GRANTEE's rights under this Agreement, or work performed in connection with the PROJECT, excepting only such loss, damage or liability as may be the intentional acts or sole negligence of the GRANTOR'S.

6. **Payment of Deed of Trust.**
If the PROPERTY is secured by a mortgage(s) or deed(s) of trust, GRANTOR shall be solely responsible for payment of any demand under authority of said mortgage or deed of trust. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

7. **Escrow Instructions.**
GRANTOR hereby authorizes GRANTEE to direct the Title Company to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

8. **Right of Possession.**
It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Fee Simple Interest, Slope Easement and Temporary Construction Easement by GRANTEE shall commence upon funds being deposited to escrow.

9. **No Leases.**
GRANTOR warrants there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and GRANTOR further agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of the Property.

10. **Deeds.**
As a condition precedent to approval of this Agreement by GRANTEE's governing board or authorized designee, Permanent Slope Easement, and Temporary Construction Easement or similar releases sufficient to clear from the Property any possessory rights which might interfere with GRANTEE's use of the Fee Simple Interest, Slope Easement and a Temporary Construction Easement will be required. It shall be the GRANTOR'S responsibility to secure said Grant Deeds or releases.

11. Integrity of Property.

Except as otherwise provided herein or by express written permission granted by GRANTEE, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or otherwise transfer the Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Property, or enter into a lease or contract with respect to the Property or any portion thereof which would impair GRANTEE'S use of the Easement. At its sole expense, GRANTOR shall maintain the Property in a condition so as not to interfere with GRANTEE'S Easement.

12. Casualty or Loss.

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Property has been destroyed, or substantially damaged, GRANTOR shall promptly give GRANTEE written notice of the event, and GRANTEE, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If GRANTEE elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to GRANTEE all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set-over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts payable by GRANTEE for the Property under this Agreement.

13. Further Assurances.

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

14. Gender, Number.

As used herein, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

15. Governing Law & Venue.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California. The parties agree this Agreement is entered into and shall be performed in Monterey County, California.

16. Headings.

The captions and paragraph and subparagraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

17. Modification, Waiver.

No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

18. No Other Inducement.

The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

19. Severability.

If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Specific Performance and Other Remedies.

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

21. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

22. Time.

Time is of the essence of each provision of this Agreement. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

23. Waiver.

The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of the same condition in the future or a waiver of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

24. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

GRANTEE: City of Marina
City Clerk's Office
211 Hillcrest Avenue
Marina, CA 93933

GRANTOR: _____

25. No Real Estate Commissions.

Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

26. Facsimile & Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose.

GRANTEE and GRANTOR agree that any facsimile copy of this Agreement or counterpart copies, including all attachments, signatures and initials appearing thereon, shall be valid and binding on GRANTOR for purposes of presentation of the Agreement to GRANTEE's governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

27. Condition Precedent: Approval of GRANTEE.

GRANTOR understands that this Agreement is subject to the approval of GRANTEE or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

28. Authority to Sign.

GRANTOR and the signatories for GRANTOR represent and warrant that GRANTOR'S signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow.

29. Counterparts Signature.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

30. Mutuality. This Agreement is the product of negotiation and preparation by and among the parties represented by counsel. All sides and their counsel have reviewed and have had the opportunity to revise this Agreement. The parties waive the provisions of Section 1654 of the Civil Code of California and any other rule of construction to the effect that ambiguities are to be resolved against the drafting party, and the parties warrant and agree that the language of this Agreement shall neither be construed against or in favor of any party.

31. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Easement and shall relieve GRANTEE of all further obligations or claims on this account or on account of the location, grade or operation of the PROJECT as designed.

GRANTOR:
Project Name: Imjin Parkway Improvements Project

APN:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE:

CITY OF MARINA,
A California Corporation

GRANTOR:

By: _____
Layne Long, City Manager

By: _____
[name of signatory]

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____ Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
_____, City Attorney

By: _____
[name of legal counsel]

Date: _____ Date: _____

GRANTOR:
Project Name: Imjin Parkway Improvements Project

APN:

EXHIBIT “1”

[Legal Description of Property]

**EXHIBIT B
TO STAFF REPORT**

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL B5, VOLUME 23 OF CITIES & TOWNS, PAGE 42**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel B5 as said parcel is shown on the map filed for record in Volume 23 of Cities and Towns at Page 42 in the office of the County Recorder of said county, described as follows:

A strip of land 10.00 feet wide lying southerly of and adjoining a portion of the northerly boundary of said Parcel B5 along the arc labeled on said map as "L=626.38, R=520.00', $\Delta=69^{\circ}01'00''$ ", said portion being bounded on the west by a radial bearing to the center of said arc that bears North $26^{\circ}32'30''$ East and bounded on the east by a radial bearing to the center of said arc that bears North $17^{\circ}07'11''$ East.

Containing 863 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



NW TERMINUS OF CURVE
SHOWN ON 23 C&T 42

MARINA HEIGHTS PHASE 2
VOL. 23 C&T PG. 42

CYPRESS
MARINA
HEIGHTS
LP HOA

LOT
441

LOT
442

LOT
443

LOT
444

LOT
445

LOT
446

$\Delta=28^{\circ}28'30''$ $R=520.00'$ $L=258.43'$

$\Delta=9^{\circ}25'19''$
 $R=520.00'$
 $L=85.51'$

S26°32'30"W
(RADIAL)

S17°07'11"W
(RADIAL)

10'-WIDE
STRIP

TEMPORARY
CONSTRUCTION
EASEMENT
±863 SQ. FT.

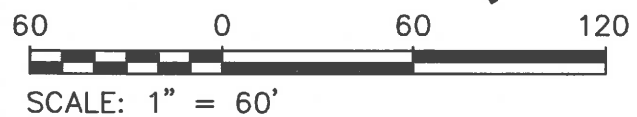
SLOPE EASEMENT
BY SEPARATE DESCRIPTION

PARCEL B5
VOL. 23 C&T PG. 42

IMJIN

PARKWAY

IMJIN
ROAD



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL B5, VOL.23 C&T, PG.42**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL B5, VOLUME 23 OF CITIES & TOWNS, PAGE 42**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel B5 as said parcel is shown on the map filed for record in Volume 23 of Cities and Towns at Page 42 in the office of the County Recorder of said county, described as follows:

A strip of land 20.00 feet wide lying northerly of and adjoining a portion of the southerly boundary of said Parcel B5 along the arc labeled on said map as "L=662.51, R=550.00', $\Delta=69^{\circ}01'00''$ ", said portion being bounded on the west by a radial bearing to the center of said arc that bears North $26^{\circ}32'30''$ East and bounded on the east by a radial bearing to the center of said arc that bears North $17^{\circ}07'11''$ East.

Containing 1,776 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019

DATE



NW TERMINUS OF CURVE
SHOWN ON 23 C&T 42

MARINA HEIGHTS PHASE 2
VOL. 23 C&T PG. 42

CYPRESS

MARINA

HEIGHTS

LP HOA

$\Delta=28^{\circ}28'30''$ $R=550.00'$ $L=273.34'$ (TIE)

LOT
441

LOT
442

LOT
443

LOT
444

LOT
445

LOT
446

PARCEL B5
VOL. 23 C&T PG. 42

IMJIN

$S26^{\circ}32'30''W$
(RADIAL)

20'-WIDE
STRIP

$\Delta=9^{\circ}25'19''$
 $R=550.00'$
 $L=90.44'$

$S17^{\circ}07'11''W$
(RADIAL)

SLOPE EASEMENT
 $\pm 1,776$ SQ. FT.

PARKWAY

IMJIN
ROAD



SCALE: 1" = 60'



PLAT TO ACCOMPANY DESCRIPTION OF A SLOPE EASEMENT

OVER A PORTION OF PARCEL B5, VOL. 23 C&T, PG.42

CITY OF MARINA, CALIFORNIA

SEPTEMBER 9, 2019



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whitsonengineers.com

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 2, VOLUME 26 OF SURVEYS, PAGE 38**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 2 as said parcel is shown on the map filed for record in Volume 26 of Surveys at Page 38 in the office of the County Recorder of said county, described as follows:

TEMPORARY CONSTRUCTION EASEMENT AREA 'A'

A strip of land, 10.00 feet wide, the easterly sideline of which being described as follows:

Beginning at a point of curvature on the southerly line of said Parcel 2, at the easterly terminus of the course labelled on said map as "S 73°37'27" W 527.00' "; thence departing said southerly line

- 1) North 16°57'00" East, 95.66 feet, more or less, to a point on the northeasterly line of said Parcel 2 (being also the southwesterly sideline of Imjin Parkway), and the terminus of said easterly sideline of said strip.

The sidelines of said strip are to be extended so as to terminate on said southerly and northeasterly lines of said Parcel 2.

Area A containing 1,004 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AREA 'B'

A strip of land, 10.00 feet wide, the southerly sideline of which being described as follows:

Beginning at a point on the southerly line of said Parcel 2 that bears North 72°37'27" East, 170.76 feet from the most southerly corner of said parcel; thence departing said southerly line (being also the northerly sideline of Imjin Road)

- 1) North 38°48'00" East, 37.73 feet; thence
- 2) North 72°37'27" East, 60.31 feet; thence
- 3) North 80°48'39" East, 147.48 feet, more or less, to a point on said southerly line of said Parcel 2 (being also the northerly sideline of Imjin Road); thence along said line
- 4) North 72°37'27" East, 10.00 feet to the terminus of said southerly sideline of said strip

The northerly sideline at the beginning of said strip is to be extended so as to terminate on said southerly line of said Parcel 2.

Area B containing 2,660 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

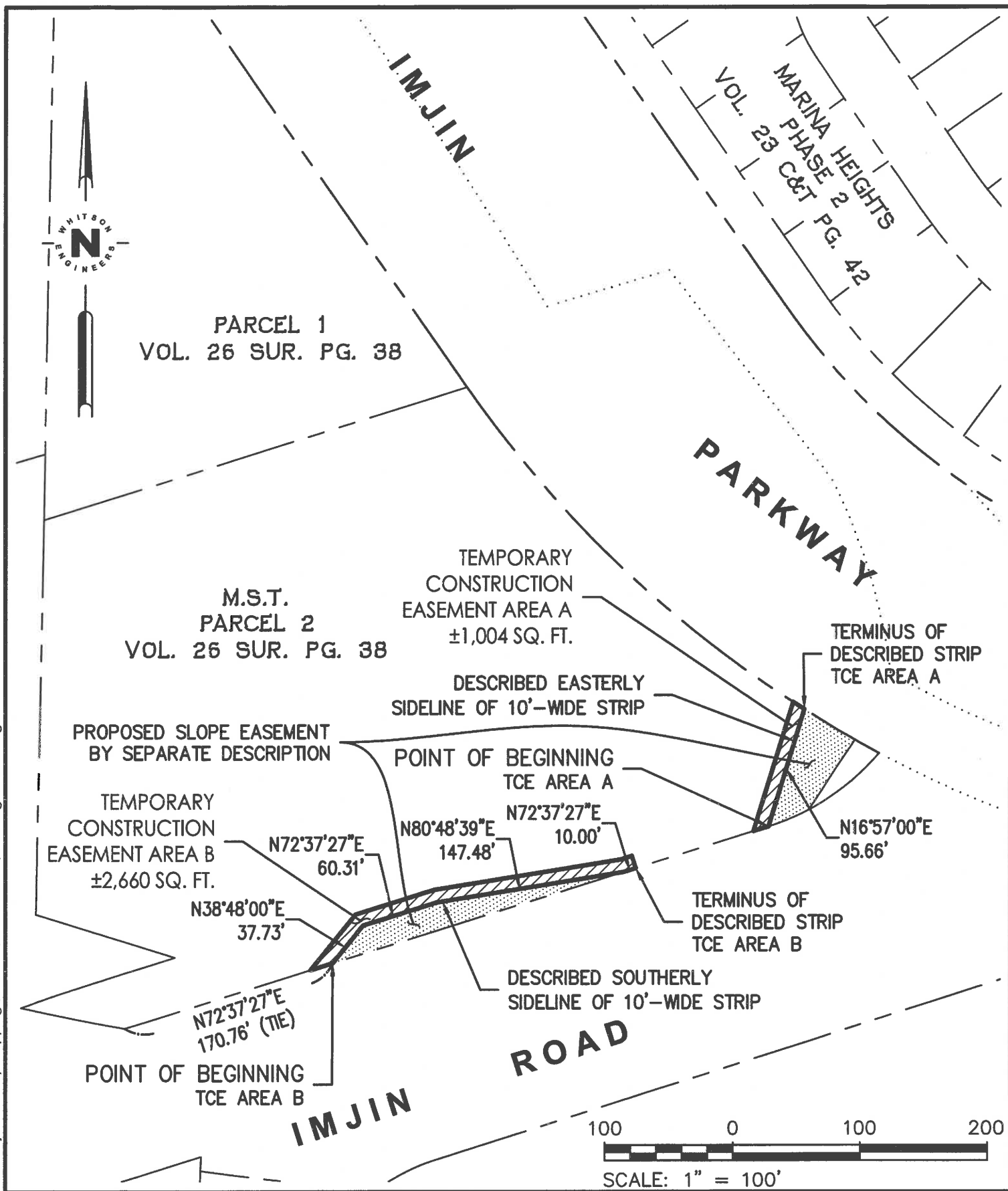


RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

10/23/2019
DATE



T:\Monterey Projects\3462 - Imjin Parkway Mapping\SURVEY\LEGAL DESC\3462 Legal Plats.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 2, VOL. 26 SUR. PG. 38**

CITY OF MARINA, CALIFORNIA

OCTOBER 22, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
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whitsonengineers.com

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 2, VOLUME 26 OF SURVEYS, PAGE 38**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 2 as said parcel is shown on the map filed for record in Volume 26 of Surveys at Page 38 in the office of the County Recorder of said county, described as follows:

SLOPE EASEMENT AREA 'A'

Beginning at a point of curvature on the southerly line of said Parcel 2, at the easterly terminus of the course labelled on said map as "S 73°37'27" W 527.00' "; thence departing said southerly line

- 1) North 16°57'00" East, 95.66 feet, more or less, to a point on the northeasterly line of said Parcel 2 (being also the southwesterly sideline of Imjin Parkway); thence along said northeasterly line
- 2) Southeasterly 46.77 feet along the arc of a non-tangent curve to the left having a radius of 920.00 feet (a radial bearing to the center point of said curve bears North 32°12'45" East), through a central angle of 2°54'45"; thence departing said northeasterly line
- 3) South 33°54'42" West, 65.82 feet, more or less, to a point on the southerly line of said Parcel 2 (being also the northerly sideline of Imjin Road); thence along said southerly line
- 4) Westerly 33.97 feet along the arc of a non-tangent curve to the right having a radius of 191.00 feet (a radial bearing to the center point of said curve bears North 27°34'02" West), through a central angle of 10°11'29" to the Point of Beginning.

Area A containing 2,798 square feet, more or less.

SLOPE EASEMENT AREA 'B'

Beginning at a point on the southerly line of said Parcel 2 that bears North 72°37'27" East, 170.76 feet from the most southerly corner of said parcel; thence departing said southerly line

- 1) North 38°48'00" East, 37.73 feet; thence
- 2) North 72°37'27" East, 60.31 feet; thence
- 3) North 80°48'39" East, 147.48 feet, more or less, to a point on said southerly line of said Parcel 2; thence along said southerly line (being also the northerly sideline of Imjin Road)
- 4) South 72°37'27" West, 237.62 feet, more or less, to the Point of Beginning.

Area B containing 3,128 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

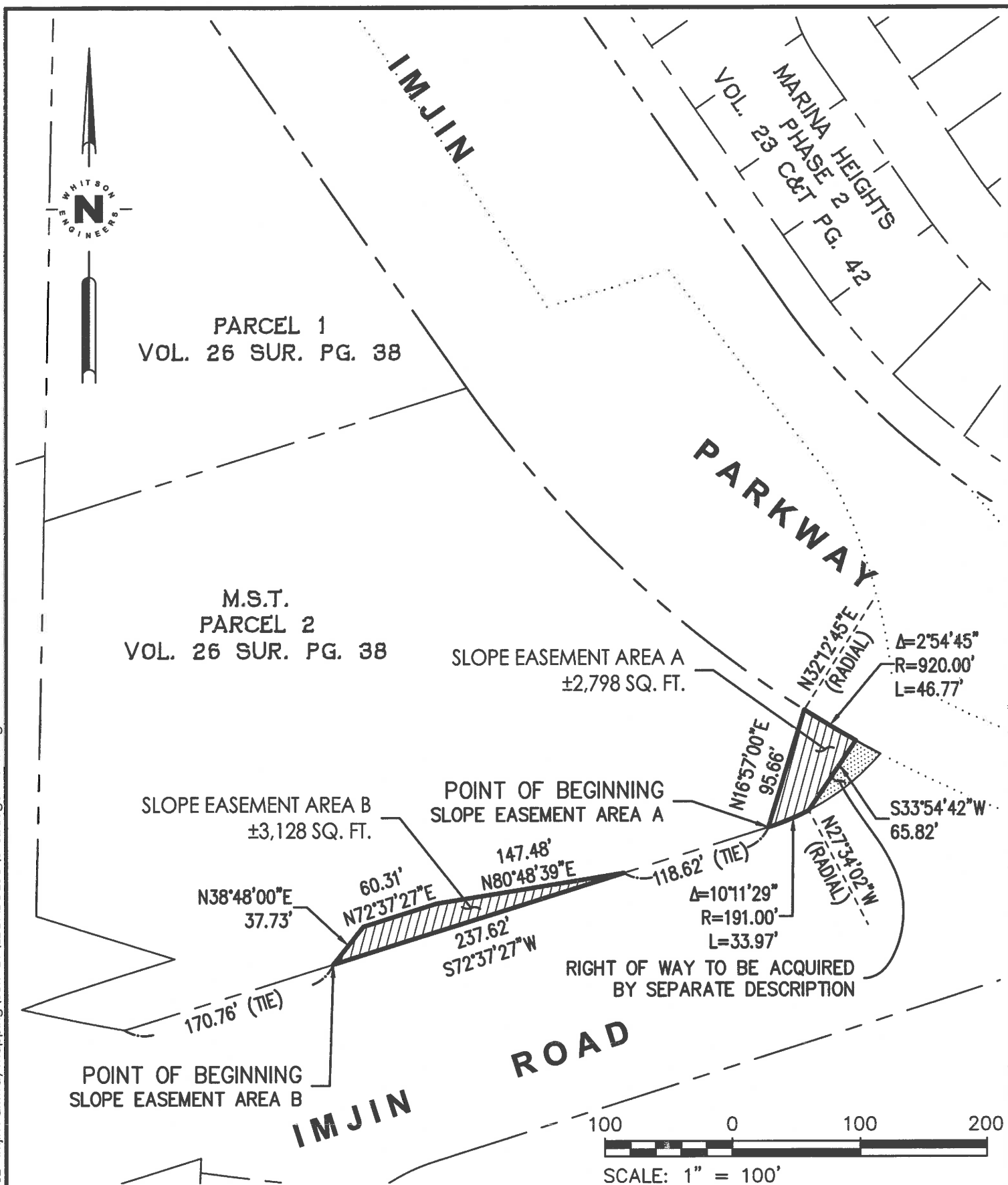


RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

10/23/2019
DATE



T:\Monterey Projects\3462 - Imjin Parkway Mapping\SURVEY\LEGAL DESC\3462 Legal Plats.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 2, VOL. 26 SUR. PG. 38**

CITY OF MARINA, CALIFORNIA

OCTOBER 23, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A RIGHT-OF-WAY ACQUISITION
OF A PORTION OF PARCEL 2, VOLUME 26 OF SURVEYS, PAGE 38**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 2 as said parcel is shown on the map filed for record in Volume 26 of Surveys at Page 38 in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said Parcel 2 as shown on said map; thence along the southeasterly boundary thereof (being also the southwesterly sideline of Imjin Parkway)

- 1) Southwesterly 71.65 feet along the arc of a curve to the right having a radius of 191.00 feet (a radial bearing to the center point of said curve bears North 49°03'35" West), through a central angle of 21°29'33"; thence departing said southeasterly boundary and said northwesterly line of Imjin Road
- 2) North 33°54'42" East, 65.82 feet, more or less, to a point on the northeasterly boundary of said Parcel 2 (being also the southwesterly sideline of Imjin Parkway); thence along said northeasterly boundary
- 3) Southeasterly 21.84 feet along the arc of a non-tangent curve to the left having a radius of 920.00 feet (a radial bearing to the center point of said curve bears North 29°17'57" East), through a central angle of 1°21'36", to the Point of Beginning.

Containing 874 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

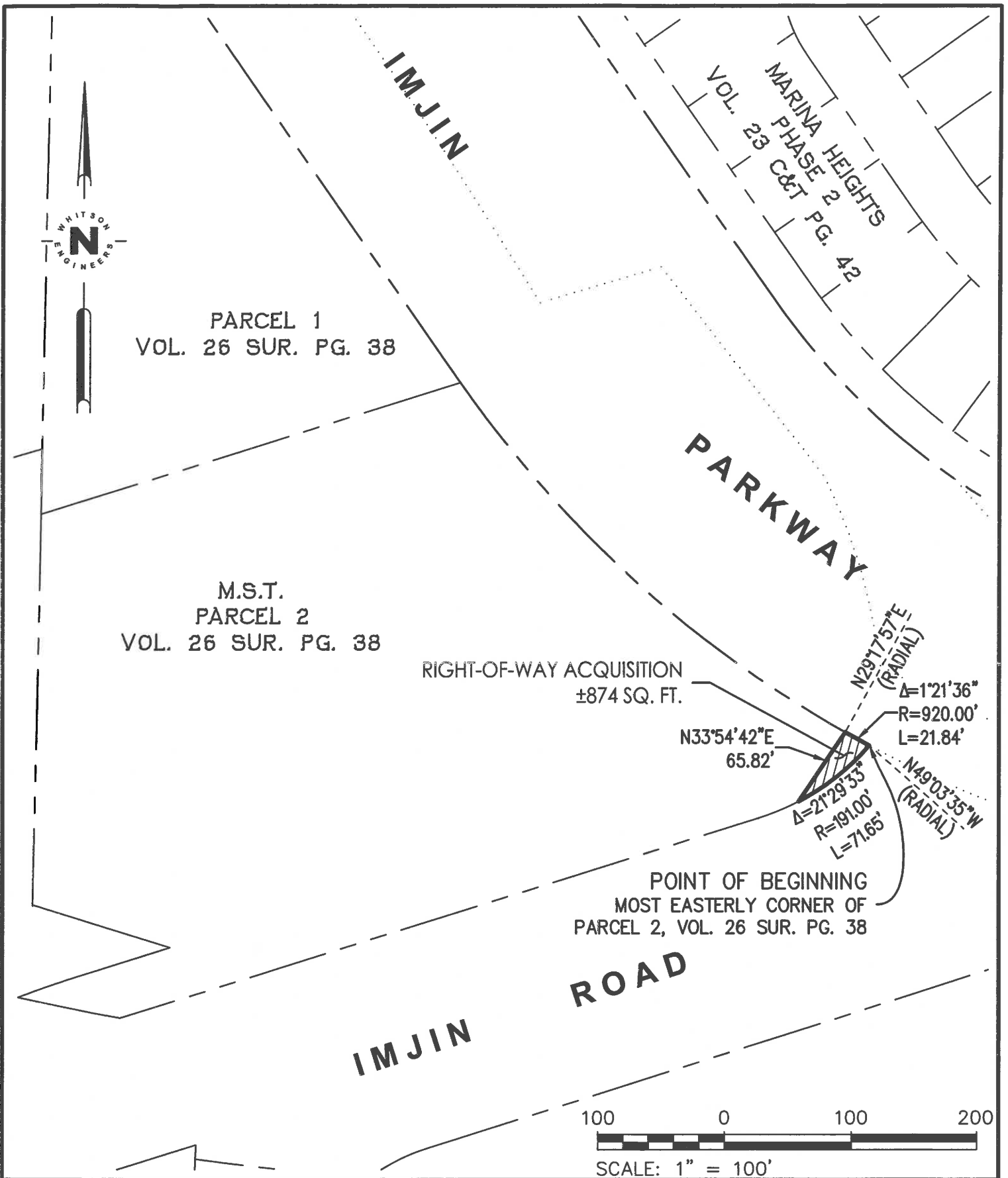
PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE





**PLAT TO ACCOMPANY DESCRIPTION
OF RIGHT-OF-WAY TO BE ACQUIRED
BEING A PORTION OF PARCEL 2 VOL. 26 SUR. PG. 38**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 5, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 5 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

A strip of land, 10.00 feet wide, the left sideline of which, looking in the direction of the of the traverse, being described as follows:

Beginning at a point on the northeasterly line of said Parcel 5 that bears North 49°47'39" West, 22.09 feet from the most easterly corner of said Parcel 5; thence departing said northeasterly line

- 1) South 45°20'37" West, 173.48 feet; thence
- 2) North 44°39'23" West, 26.00 feet; thence
- 3) South 45°20'37" West, 65.00 feet; thence
- 4) South 44°39'23" East, 26.00 feet; thence
- 5) South 39°10'56" West, 204.96 feet, more or less, to a point southeasterly line of said Parcel 5, being also the northwesterly sideline of Imjin Parkway, described as Parcel E4.7.1 in the quitclaim deed recorded as Document 2011003551, Official Records of said county, and the terminus of said strip.

The right sideline at the beginning of said strip is to be shortened so as to terminate on the northeasterly line of said Parcel 5.

Containing 0.114 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



CITY OF MARINA
PARCEL 6
VOL. 19 SUR. PG. 20

S49°47'23"E
22.09' (TIE)

POINT OF BEGINNING
OF DESCRIBED LEFT SIDELINE
OF 10'-WIDE STRIP

MOST EASTERLY CORNER OF
PARCEL 5, VOL.19 SUR PG.20

IMJIN

DESCRIBED LEFT SIDELINE
OF 10'-WIDE STRIP

SLOPE EASEMENT
BY SEPARATE DESCRIPTION

U.C.S.C.
PARCEL 5
VOL. 19 SUR. PG. 20

TEMPORARY CONSTRUCTION EASEMENT
±0.114 ACRES

N44°39'23"W
26.00'
S45°20'37"W
S44°39'23"E 65.00'
26.00'

NORTHWESTERLY LINE
OF IMJIN PARKWAY
RIGHT-OF-WAY

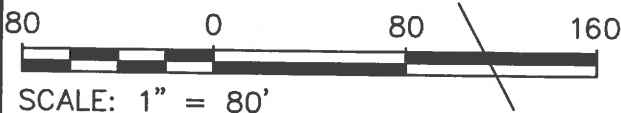
PARKWAY

DOC. # 2011003551
(FORMER FORT ORD
PARCEL E4.7.1)

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.7.2)

TERMINUS OF
DESCRIBED STRIP

* MARINA 1-A*
VOL.23 SUR. PG.79



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 5, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA

SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 5, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 5 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said Parcel 5; thence along the northeasterly line thereof

- 1) North 49°47'39" West, 22.09 feet; thence departing said northeasterly line
- 2) South 45°20'37" West, 173.48 feet; thence
- 3) North 44°39'23" West, 26.00 feet; thence
- 4) South 45°20'37" West, 65.00 feet; thence
- 5) South 44°39'23" East, 26.00 feet; thence
- 6) South 39°10'56" West, 204.96 feet, more or less, to a point on the southeasterly line of said Parcel 5, being also the northwesterly sideline of Imjin Parkway, described as Parcel E4.7.1 in the quitclaim deed recorded as Document 2011003551, Official Records of said county; thence along said line
- 7) North 50°00'00" East, 91.90 feet; thence
- 8) Northeasterly 353.34 feet, more or less, along the arc of a tangent curve to the left having a radius of 1,725.00 feet, through a central angle of 11°44'10", more or less, to the Point of Beginning

Containing 0.298 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019

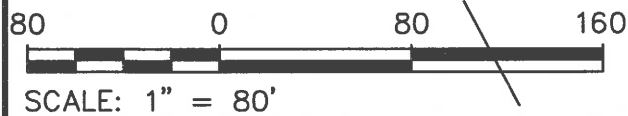
DATE



CITY OF MARINA
PARCEL 6
VOL. 19 SUR. PG. 20

U.C.S.C.
PARCEL 5
VOL. 19 SUR. PG. 20

* MARINA 1-A*
VOL.23 SUR. PG.79



SLOPE EASEMENT
±0.298 ACRES

N49°47'39"W 22.09'

N44°39'23"W 26.00'

S44°39'23"E 26.00'

S45°20'37"W 173.48'

65.00'

S39°10'56"W 204.96'

.0616 3,000,00.05N

Δ=11°44'10" R=1725.00' L=353.34'

POINT OF BEGINNING

IMJIN

(FORMER FORT ORD PARCEL EA.7.1)
DOC. # 2011003551

PARKWAY

(FORMER FORT ORD PARCEL EA.7.2)
DOC. # 2012068033

**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 5, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 9, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 9 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

A strip of land, 10.00 feet wide, the northerly sideline of which being described as follows:

Beginning at a point on the easterly line of said Parcel 9 that bears South 02°15'00" West, 20.20 feet from the northerly corner of said Parcel 9; thence departing said easterly line

- 1) South 72°22'44" West, 157.16 feet; thence
- 2) South 43°21'54" West, 105.15 feet; thence
- 3) South 72°22'46" West, 110.00 feet; thence
- 4) North 76°59'03" West, 137.37 feet, more or less, to a point on the northerly line of said Parcel 9 (being also the southerly sideling of Imjin Parkway); thence along said northerly line
- 5) South 72°22'46" West, 10.00 feet to the terminus of said strip

The southerly sideline at the beginning of said strip is to be shortened so as to terminate on the easterly line of said Parcel 9.

Containing 0.119 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



MARINA HEIGHTS
PHASE 2
VOL. 23 C&T PG. 42



MOST NORTHERLY
CORNER OF PARCEL 9
VOL. 19 SUR. PG. 20

PARKWAY

S2°15'00"W
20.20' (TIE)

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.6.2)

POINT OF BEGINNING
OF NORTHERLY SIDELINE
OF 10'-WIDE STRIP

RIGHT OF WAY TO BE ACQUIRED
BY SEPARATE DESCRIPTION

SLOPE EASEMENT
BY SEPARATE DESCRIPTION

S72°22'44"W
157.16'

DESCRIBED
NORTHERLY SIDELINE
OF 10'-WIDE STRIP

TEMPORARY
CONSTRUCTION
EASEMENT
±0.119 ACRES

U.C.S.C.
PARCEL 9
VOL. 19 SUR. PG. 20

PARCEL 4
VOL.27 SUR. PG.17

S72°22'46"W
10.00'

N76°59'03"W
137.37'

S72°22'46"W
110.00'

S43°21'54"W
105.15'

TERMINUS OF
DESCRIBED STRIP



**PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
OVER A PORTION OF PARCEL 9, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 9, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 9 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at the most northerly corner of said Parcel 9; thence along the easterly line thereof

- 1) South 02°15'00" West, 20.20 feet; thence departing said easterly line
- 2) South 72°22'44" West, 157.16 feet; thence
- 3) South 43°21'54" West, 105.15 feet; thence
- 4) South 72°22'46" West, 110.00 feet; thence
- 5) North 76°59'03" West, 137.37 feet, more or less, to a point on the northerly line of said Parcel 9 (being also the southerly sideline of Imjin Parkway); thence along said northerly line
- 6) North 72°22'46" East, 179.42 feet; thence departing said northerly line
- 7) North 82°38'41" East, 61.73 feet; thence
- 8) North 72°22'46" East, 80.00 feet; thence
- 9) North 62°06'51" East, 61.73 feet to a point on said northerly line of said Parcel 9 thence along said northerly line
- 10) North 72°22'46" East, 103.29 feet, more or less, to the Point of Beginning

Containing 0.400 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



MARINA HEIGHTS
PHASE 2
VOL. 23 C&T PG. 42



IMJIN

POINT OF BEGINNING
MOST NORTHERLY CORNER
PCL. 9, VOL. 19 SUR. PG. 20

PARKWAY

RIGHT OF WAY TO BE ACQUIRED
BY SEPARATE DESCRIPTION

N62°06'51"E
61.73'

N72°22'46"E
103.29'

S2°15'00"W
20.20'

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.6.2)

N82°38'41"E
61.73'

N72°22'46"E
80.00'

S72°22'44"W
157.16'

N72°22'46"E
179.42'

S43°21'54"W
105.15'

N76°59'03"W
137.37'

S72°22'46"W
110.00'

SLOPE EASEMENT
±0.400 ACRES

U.C.S.C.
PARCEL 9
VOL. 19 SUR. PG. 20

PARCEL 4
VOL.27 SUR. PG.17



SCALE: 1" = 100'

**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL. 9, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

**LEGAL DESCRIPTION OF A RIGHT-OF-WAY ACQUISITION
OF A PORTION OF PARCEL 9, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 9 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at a point on the northerly line of said Parcel 9 that bears South 72°22'46" West, 103.29 feet from the most northerly corner of said Parcel 9; thence along said northerly line (being also the southerly sideline of Imjin Parkway)

- 1) South 72°22'46" West, 201.48 feet; thence departing said northerly line (and said southerly sideline of Imjin Parkway)
- 2) North 82°38'41" East, 61.73 feet; thence
- 3) North 72°22'46" East, 80.00 feet; thence
- 4) North 62°06'51" East, 61.73 feet, more or less, to the Point of Beginning

Containing 1,548 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019

DATE



MARINA HEIGHTS
PHASE 2
VOL. 23 C&T PG. 42



MOST NORTHERLY
CORNER OF PARCEL 9
VOL. 19 SUR. PG. 20

IMJIN

RIGHT-OF-WAY ACQUISITION
±1,548 SQ. FT.

POINT OF BEGINNING

PARKWAY

DOC. # 2012068033
(FORMER FORT ORD
PARCEL E4.6.2)

201.48'
S72°22'46"W
61.73'
80.00'
N82°38'41"E N72°22'46"E N62°08'51"E
61.73'
S72°22'46"W
103.29'(TIE)

U.C.S.C.
PARCEL 9
VOL. 19 SUR. PG. 20

PARCEL 4
VOL.27 SUR. PG.17

100 0 100 200



SCALE: 1" = 100'

**PLAT TO ACCOMPANY DESCRIPTION
OF RIGHT-OF-WAY TO BE ACQUIRED
BEING A PORTION OF PARCEL 9, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

September 9, 2020

Item No. **11c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 15, 2020

**RECOMMENDATION TO ADOPT RESOLUTION NO. 2020-,
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
NEGOTIATE AND EXECUTE GRANT DEEDS AND PURCHASE
AGREEMENTS FOR THE CONVEYANCE OF PORTIONS OF THE
PROPERTIES ALONG THE IMJIN PARKWAY WIDENING PROJECT
CORRIDOR, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO
ACCEPT AND RECORD SAID GRANT DEEDS ON BEHALF OF THE
CITY OF MARINA, AND AUTHORIZE THE FINANCE DIRECTOR TO
TRANSFER FUNDS PER PURCHASE AGREEMENTS AND MAKE THE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2020-, authorizing the City Manager or his designee to negotiate and execute Grant Deeds and Purchase Agreements for the conveyance of portions of the properties along the Imjin Parkway Widening Project corridor, and;
2. Authorize all other actions necessary to accept and record said Grant Deeds on behalf of the City of Marina, and;
3. Authorize the Finance Director to transfer funds per purchase agreements and make the necessary accounting and budgetary entries.

BACKGROUND:

At the regular meeting of October 4, 2016, the City Council adopted Resolution No. 2016-142, Approving an agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Imjin Road and Reservation Road.

As improvements to Imjin Parkway impact adjacent private and publicly owned parcels, Kimley Horn utilized their sub-consultant Associated Right of Way Services (AR/WS) to prepare partial acquisition appraisals for the value of the proposed right of way acquisitions and easements for various locations along the corridor which are necessary for the construction and operation of the Imjin Parkway project. The City utilized the appraisal information to negotiate the sale of the portions of the properties owned by Monterey Salinas Transit (MST) and the Sea Haven Community Association (Sea Haven).

Offer packages that included legal descriptions of property needed for the project, appraisal summaries, and draft purchase and sale agreements were sent to MST, Sea Haven, and The Regent of the University of California (UC) in November of 2019. The appraisals were prepared in accordance with state requirements and the draft purchase and sale agreements included language required by Caltrans (see “**EXHIBIT A**”).

ANALYSIS:

Construction funding for the project is subject to approval by the California Transportation Commission (CTC). The CTC extended funding deadlines by 6 months to account for the impacts of COVID-19. The Imjin Parkway Widening Project funding must be approved at the December 2020 meeting of the CTC. To be on the agenda for the December CTC meeting, the right-of-way certification must be submitted to Caltrans by October 5, 2020.

The purchase agreements and grant deeds provide for the purchase, conveyance, and acceptance of the portions of the following properties as shown in the Legal Descriptions and Plats in “**EXHIBIT B**”:

- Sea Haven
 - APN 031-272-059
 - Temporary Construction Easement
 - Permanent Slope Easement
- MST
 - APN 031-201-013
 - Temporary Construction Easement
 - Permanent Slope Easement
 - Right-of-Way Acquisition
- UC
 - APN 031-121-003
 - Temporary Construction Easement
 - Permanent Slope Easement
 - APN 031-121-018
 - Temporary Construction Easement
 - Permanent Slope Easement
 - Right-of-Way Acquisition

Response to COVID-19 has affected right-of-way negotiations with UC who had to direct their planning and land management functions to the new learning environment and subsequently responding to fires in the Santa Cruz area. Staff is still coordinating the transfer of the easements and right-of-way with UC. Given the short timeframe for meeting the CTC deadline, staff is recommending that City Council delegate some level of negotiation authority to the City Manager should the need arise to settle the transfers from UC.

FISCAL IMPACT:

Should the City Council approve this request, funding for the acquisitions and escrow closing costs will be appropriated from the City Capital Improvement Projects Fund 462, Imjin Parkway Widening Project.

The appraised and accepted value for the Sea Haven acquisitions is \$500.

The negotiated and accepted value of the MST acquisitions is \$27,000.

The appraised value for UC acquisitions is \$3,600 (APN 031-121-003) and \$39,700 (APN 031-121-018). Staff is still coordinating the transfer of the easements and right-of-way with UC. At the time of this report, UC has not indicated whether they are accepting the appraised value for the property.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina