

CITY OF YUBA CITY
STAFF REPORT

Date: June 2, 2020
To: Honorable Mayor & Members of the City Council
From: Community Services Department
Presentation By: Brad McIntire, Community Services Director

Summary:

Subject: Consider entering into a Right of Way Contract with the State of California Department of Transportation (Caltrans) to convey a Temporary Construction Easement (TCE) Feather River Parkway (identified as Parcel No. 37603-1)

Recommendation: Authorize the Community Services Director to enter into Right of Way Contract with Caltrans on behalf of the City of Yuba City.

Fiscal Impact: There is no cost to the City to enter into the agreement. The fair market value of the TCE is \$29,562. Staff recommends the City waive the fair market value compensation in lieu of a new paved 160' x 180' parking lot in the Feather River Parkway (estimated value of \$158,938).

Purpose:

Enter into an agreement to improve the Feather River Parkway.

Background:

The State of California, Department of Transportation is planning a Hwy 20 improvement project to reinforce the north side of State Route 20, Feather River Bridge (10th Street Bridge) support structures. The project is set to begin in August 2020 and last 39 months. The project involves several local public agencies including City of Marysville, Levee District 1 and the City of Yuba City. Caltrans is requesting the City of Yuba City convey a Temporary Construction Easement (TCE) to use portions of the Feather River Parkway to divert water. Caltrans has met with staff over the course of several months and at least twice on site to discuss the project and impacts to Feather River Parkway users.

Analysis:

The Caltrans project requires diversion of Feather River water to two (2) large dewatering ponds (former City sewer ponds) in the Feather River Parkway. Caltrans will divert water from the Feather River via a 12" above ground pipeline, into the Temporary Construction Easement area for holding during the construction period. Caltrans will also have a non-exclusive use of the current Feather River Parkway gravel parking lot for ingress and egress during the project.

Caltrans has identified 18.95 acres (825,359 square feet) of land required for the TCE. The appraised value of the TCE is \$29,562. In lieu of payment of the fair market value of the TCE, Staff recommends, and Caltrans has agreed, to pave the existing gravel parking lot.

During the construction project the Feather River Parkway will be open to the public and have full access.

Fiscal Impact:

There is no cost to the City to enter into the agreement. The fair market value of the TCE is \$29,562. Staff recommends the City waive the fair market value compensation in lieu of a new paved 160' x 180' parking lot in the Feather River Parkway (estimated value of \$158,938).

Alternatives:

Do not enter into the agreement.

Recommendation:

Authorize the Community Services Director to enter into Right of Way Contract with Caltrans on behalf of the City of Yuba City.

Attachments:

1. Right of Way Contract
2. Map of Project and Land Use

Prepared By:

/s/ Brad McIntire
Brad McIntire
Community Services Director

Submitted By:

/s/ Diana Langley
Diana Langley
Interim City Manager

Reviewed By:

Finance
City Attorney

SM
SLC by email

ATTACHMENT 1

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

CONFIDENTIAL

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	YUB/SUT	20	0.10/17	3F5609/0313000033	SHOPP	N/A	City of Yuba City	37603-1

_____, California

_____, 2020

City of Yuba City

Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This document conveying one (1) **Temporary Construction Easement** identified as **Parcel No. 37603-1**, particularly described in Clause No. 8 below, covering the property as delineated in color on the attached map identified as Exhibit "A", has been executed and delivered to **TAREY TOWNSEND**, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The State shall accept delivery for the following property right conveyed in this transaction:

Parcel 37603 -1 18.95 Acres (825,359 SF) Temporary Construction Easement

Grantor has been informed of the right to compensation for the property and hereby waives such right to compensation.

3. The undersigned Grantor warrants that **City of Yuba City** is the owner in fee simple of the property affected by the Temporary Construction Easement conveyed in this transaction, and that it has the exclusive right to grant this right.

4. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, all the parties, their respective heirs, personal representatives, successors, and assignees.

5. State shall take title subject to all matters recorded and/or unrecorded.
6. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month.
7. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises.
8. It is understood and agreed that the property right described in Clause No. 2 above comprises the actual possession and use of the Temporary Construction Easement (**TCE**), identified as **Parcel No. 37603-1**, for the period **commencing on August 15, 2020** and **terminating on November 15, 2023**. If said parcel is no longer necessary for construction purposes, the TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

The **TCE** identified as **Parcel No. 37603-1** is located on the north side of State Route 20, Feather River Bridge (Bridge No. 18-0009), and consists of level river bottom acreage which will be used as two (2) large dewatering ponds. State will divert water from the Feather River, via a 12" above ground pipeline, into the TCE area for holding during the construction period. It is further understood and agreed, the existing 180' X 160' parking lot located on the southerly border of the TCE will be shared by the Grantor and the State for ingress and egress during the project known as 03 YUB/SUT 20, EA: 3F5609, Project: 0313000033, and the State shall at no expense to the Grantor and at the time of construction, pave the 180' x 160' parking lot. Said easement shall be for a period of **thirty-nine (39) months**. *(Outside the construction area, the park will be fully open to the public during the construction.)*

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose as described above. State's Resident Engineer assigned to said project shall provide Grantor at least 72 hours notification prior to commencement of construction.

9. Grantor understands and agrees that after completion of the pavement work to the existing parking lot (180' X 160') as described in Clause No. 8 above, said facility will be considered as Grantor's sole property and Grantor will be responsible for any necessary maintenance and repair.
 10. It is understood and agreed by and between parties hereto that no consideration will be disbursed for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including but not limited to, any expense which may be entailed by Grantor in restoring the utility of its remaining property.
 11. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
-

12. State agrees to indemnify and hold harmless **City of Yuba City** from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damages.

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

Title vested as
City of Yuba City

BRAD MCINTIRE DATE
Community Services Director
City of Yuba City

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
TAREY TOWNSEND
Associate Right of Way Agent
Marysville

By _____
TADJ A. RATAJCZAK
Senior Right of Way Agent
Acquisition, RAP, Railroad &
State Lands Branch
Marysville

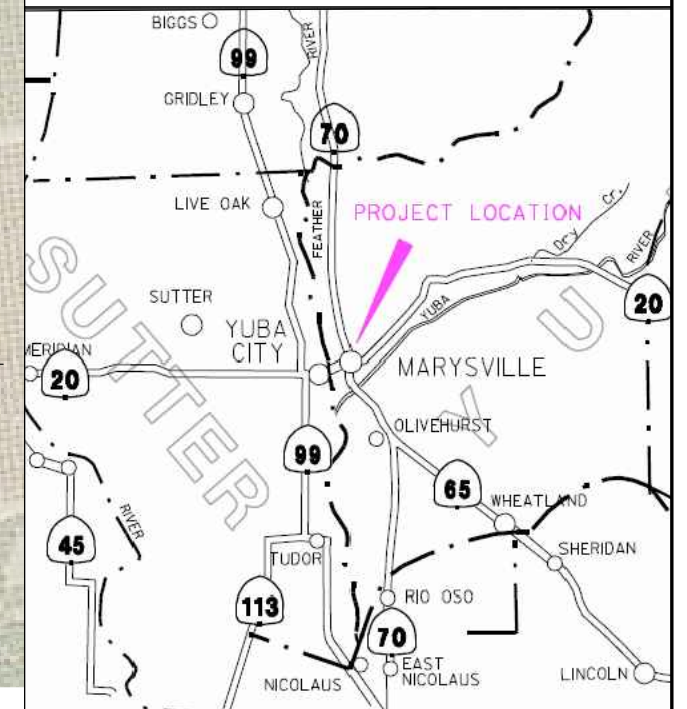
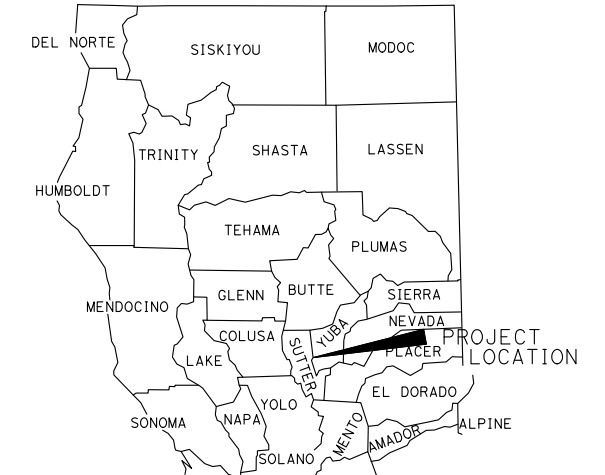
No Obligation Other Than Those Set Forth Herein Will Be Recognized

ATTACHMENT 2

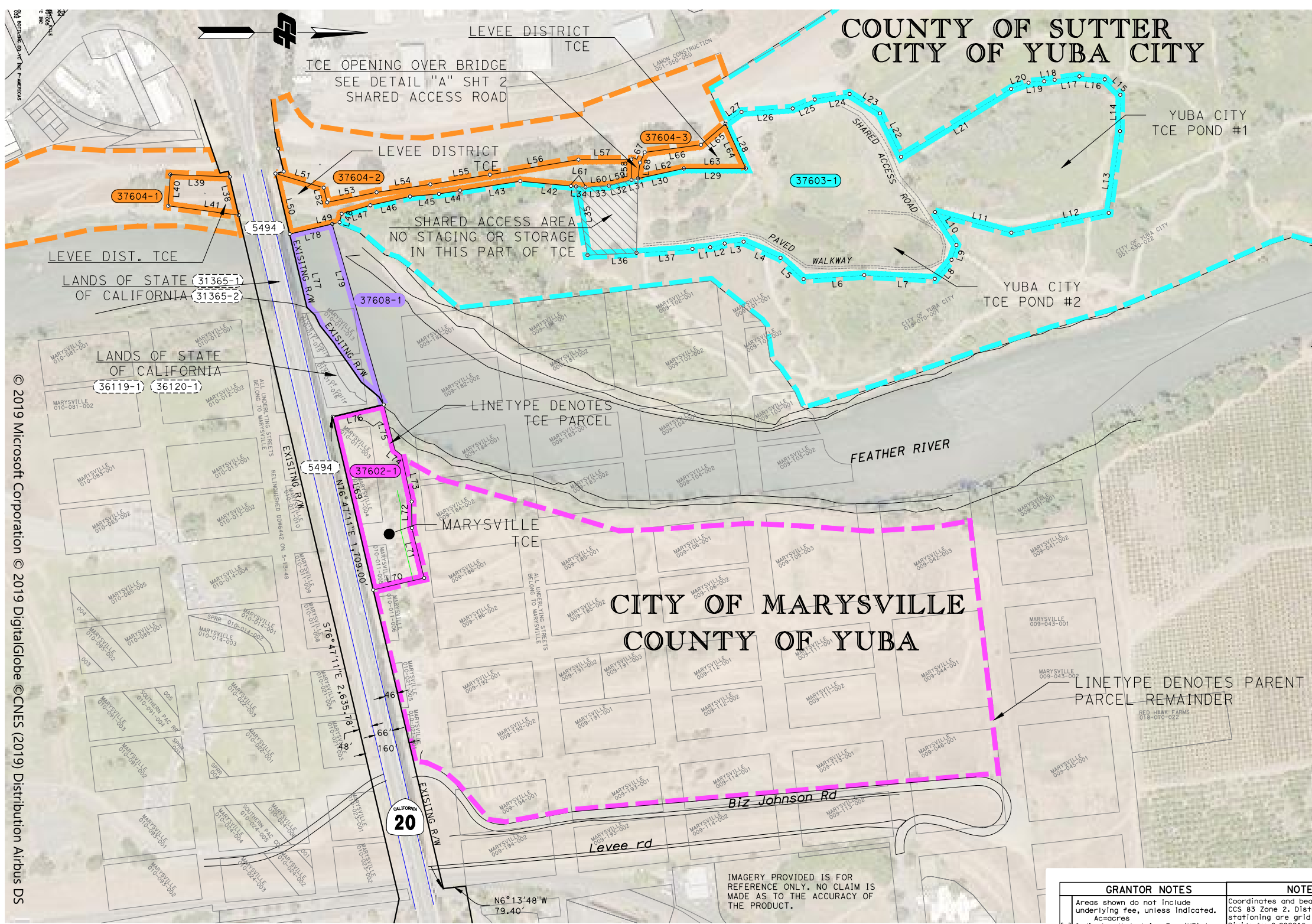
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



LOCATION MAP



PROJECT DATE	REVISIONS	LICENSE	DATE	REVISIONS	LICENSE	DATE	REVISIONS	LICENSE	DATE	REVISIONS	LICENSE	DATE	REVISIONS	LICENSE	DATE	REVISIONS	LICENSE	DATE		
5-13-19	1	7257	11-14-19	1	7257	11-14-19	1	7257	11-14-19	1	7257	11-14-19	1	7257	11-14-19	1	7257	11-14-19	1	
7-16-2019	2	7257	4-13-20	2	7257	4-13-20	2	7257	4-13-20	2	7257	4-13-20	2	7257	4-13-20	2	7257	4-13-20	2	7257
9-9-19	3	7257		3	7257		3	7257		3	7257		3	7257		3	7257		3	7257
10-02-19	4	7257		4	7257		4	7257		4	7257		4	7257		4	7257		4	7257
11-01-19	5	7257		5	7257		5	7257		5	7257		5	7257		5	7257		5	7257



CITY OF MARYSVILLE
COUNTY OF YUBA

IMAGERY PROVIDED IS FOR REFERENCE ONLY. NO CLAIM IS MADE AS TO THE ACCURACY OF THE PRODUCT.

PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED	[UF] EXCESS	[UF] REMAINDER		TYPE	DATE	DOC.#
37602-1	TCE	CITY OF MARYSVILLE	2166363	120340		2046023	INCLUDES STAGING AND DEWATERING POND AND/OR TANK AREA			
37603-1	TCE	CITY OF YUBA CITY	6061444	825359		5236085	(2) DEWATERING PONDS, TANKS AREA, SHARED ACCESS AND PARKING			
37604-1	TCE	LEVEE DISTRICT NO 1	LARGE	27846		LARGE	AREA INCLUDES LEVEE PORTION SOUTH OF BRIDGE			
37604-2	TCE	LEVEE DISTRICT NO 1	LARGE	85850		LARGE	LEVEE PORTION NORTH OF 20 AND SOUTH OF PARKING BRIDGE			
37604-3	TCE	LEVEE DISTRICT NO 1	LARGE	33461		LARGE	LEVEE PORTION NORTH OF PARKING BRIDGE			
37608-1	TCE	STATE LANDS COMMISSION	LARGE	77496		LARGE	AREA INCLUDES WATERWAY NORTH OF BRIDGE			

GRANTOR NOTES	NOTES
Areas shown do not include underlying fee, unless indicated.	Coordinates and bearings are on CCS 83 Zone 2. Distances and stationing are grid distances. Divide by 0.999916 to obtain ground distances. All distances are in feet unless otherwise noted.
Ac=acres	
Indicates Underlying Fee (UF) Area	
Indicates Indeterminate UF	
TITLE CODES:	
A=Access Rights Only	
F=Fee	
E=Easement (Ease)	
TCE=Temp Construction Ease	
T=Other Temp Ease (see Remarks)	
O=Other (see Remarks)	
TYPE:	
GD=Grant deed	
ED=Easement deed	
QC=Quitclaim	
DD=Director's deed	
DE=Director's easement deed	
DK=Director's quitclaim deed	
FOC=Final Order of Condemnation	
HE=Highway easement deed	
REL=Relinquishment	
VAC=Vacation	
JUA=Joint use agreement	
CCUA=Consent to common use agreement	
Document or Instrument number	

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY APPRAISAL MAP
A-3F560.1

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FOR PREVIOUS R/W INFORMATION SEE MAP(S) 2F680

FULL SIZE MAP SCALE: 1" = 200'

FEET 0 100 200 400 600

TO DESIGN: 5-13-2019 EA(s):3F560 FA#:#
DRAFTED BY: ROGER KEY CHECKED BY:###

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
3	YUBA	ROGER	0.1	1	2
3	SUT	20	17		

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

PROJECT DATE	REVISIONS	SURVEYOR	LICENSE	DATE	REVISIONS	SURVEYOR	LICENSE
5-13-19	MODIFY MAP TO INCLUDE STATE LANDS	ROGER KEY	7257	11-14-19	REVISE RW, PARCEL 37602-1 SIZE INCREASE	ROGER	7257
7-16-2019	Add AP numbers, parent parcels	ROGER	7257	4-13-20	37603-1 adjusted to contain parking lot	ROGER	7257
9-9-19	MODIFY 37602-1 & REMAINDER TO MATCH LEASE	ROGER	7257				
10-02-19	PROVIDE UNDERLYING FEE SOUTH OF BRIDGE	ROGER	7257				
11-01-19	MODIFY TCE'S PER DESIGN, ADD TABLES SH1	ROGER	7257				

YUBA CITY 37603-1

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N05°15'28"W	63.20'
L2	N14°18'52"W	52.64'
L3	N05°50'30"W	66.99'
L4	N23°46'58"E	142.23'
L5	N42°28'33"E	110.36'
L6	N03°49'47"W	214.45'
L7	N03°07'16"E	249.10'
L8	N48°40'30"W	89.21'
L9	N71°37'24"W	54.85'
L10	S57°03'03"W	138.57'
L11	N15°04'41"E	278.74'
L12	N11°29'04"W	350.35'
L13	N82°05'52"W	290.89'
L14	N89°28'29"W	128.00'
L15	S44°50'10"W	77.86'
L16	S06°46'56"W	89.47'
L17	S07°49'32"E	88.76'
L18	S08°18'28"E	36.83'
L19	S05°05'24"E	55.50'
L20	S19°40'21"E	65.17'
L21	S31°40'32"E	456.33'
L22	S64°04'46"W	170.22'
L23	S32°41'27"W	127.20'
L24	S09°01'04"E	124.41'
L25	S22°10'21"E	84.44'
L26	S03°53'46"E	180.77'
L27	S36°38'38"E	70.47'
L28	N65°22'33"E	173.12'
L29	S00°01'19"W	218.89'
L30	S12°22'01"E	165.49'
L31	S12°22'01"E	23.79'
L32	S14°00'12"E	82.14'
L33	S04°04'28"E	82.57'
L34	S05°23'40"W	33.58'
L35	N80°26'52"E	245.40'
L36	N02°28'05"W	173.05'
L37	N04°05'43"W	197.56'

LEVEE DISTRICT 37604-1

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L38	S76°47'11"W	139.09'
L39	S02°13'54"W	209.52'
L40	S86°14'38"E	110.40'
L41	N07°39'35"E	250.62'

LEVEE DISTRICT 37604-2

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L42	N05°23'40"E	179.50'
L43	N08°50'11"W	215.13'
L44	N08°50'11"W	75.38'
L45	N05°12'01"W	102.40'
L46	N12°34'43"W	143.41'
L47	N16°23'50"W	105.34'
L48	N75°46'12"W	31.18'
L49	N13°12'30"W	180.46'
L50	N76°47'11"E	219.29'
L51	S16°23'26"W	177.43'
L52	S76°52'34"W	53.30'
L53	S11°33'05"E	177.74'
L54	S08°24'03"E	191.88'
L55	S09°16'22"E	212.61'
L56	S09°37'38"E	316.81'
L57	S00°07'43"E	186.04'
L58	S89°27'48"W	72.40'
L59	N14°00'12"W	82.14'
L60	N04°04'28"W	82.57'
L61	N05°23'40"E	51.11'

LEVEE DISTRICT 37604-3

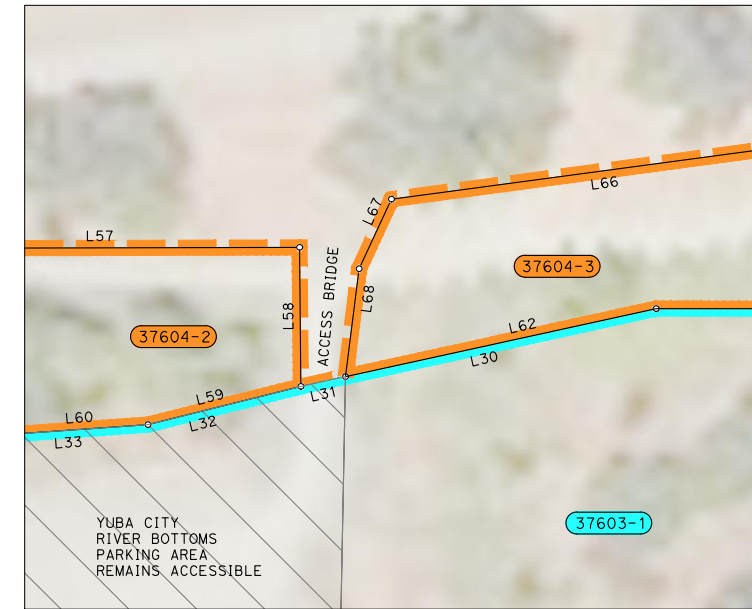
LINE DATA TABLE		
NO.	BEARING	DISTANCE
L62	N12°22'01"W	165.49'
L63	N00°01'19"E	218.89'
L64	S65°22'33"W	173.12'
L65	S40°32'52"E	113.41'
L66	S07°38'17"E	200.13'
L67	S65°07'28"E	39.94'
L68	S82°48'55"E	56.62'

MARYSVILLE 37602-1

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L69	N76°47'11"E	627.51'
L70	N13°12'50"W	184.62'
L71	S76°12'50"W	181.32'
L72	S89°12'20"W	93.39'
L73	S77°45'49"W	168.37'
L74	S37°52'33"W	28.89'
L75	S76°01'15"W	164.19'
L76	S13°12'49"E	185.43'

STATE LANDS 37608-1

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L77	N76°47'11"E	265.73'
L78	S13°12'30"E	154.25'
L79	S74°05'21"W	662.43'



DETAIL "A"

1"=50'

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F	Fee
E	Easement (Ease)
TCE	Temp Construction Ease
T	Other Temp Ease (see Remarks)
O	Other (see Remarks)
TYPE:	
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ED	Easement deed
QC	Quitclaim
DD	Director's deed
DE	Director's easement deed
DK	Director's quitclaim deed
FOC	Final Order of Condemnation
HE	Highway easement deed
REL	Relinquishment
VAC	Vacation
JUA	Joint use agreement
CCUA	Consent to common use agreement
③	Document or Instrument number

NOTES	
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LEGEND	
	Access Prohibited
	Access Superseded
	Existing R/W Superseded
	Access Opening (Private)
	Indicates Radial Bearing
	Indicates Found Monument as noted
	Indicates calculated point. (Does not imply monument set)
	Title to State
	Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY APPRAISAL MAP
A-3F560.2

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FOR PREVIOUS R/W INFORMATION SEE MAP(S) 2F680

FULL SIZE MAP SCALE: 1" = 50'

FEET 0 25 50 100 150

TO DESIGN: 5-13-2019 EA(s):3F560 FA#:#
DRAFTED BY: ROGER KEY CHECKED BY:#

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
3	YUBA	20	0.1	2	2
3	SUT	20	1.7		