



RESOLUTION No. 18-116

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OFFICER TO EXECUTE A RIGHT OF WAY CONTRACT FOR A TEMPORARY PERMIT TO ENTER APN 22-331-05

WHEREAS, the State of California Department of Transportation (Caltrans) has a need to perform archeological excavations as part of the environmental review process for the State Route 49 Widening Project (Caltrans Project No. EA 4E170); and

WHEREAS, archeological excavations are needed on the Nevada County's property at 12627 State Highway 49, APN 22-331-05; and

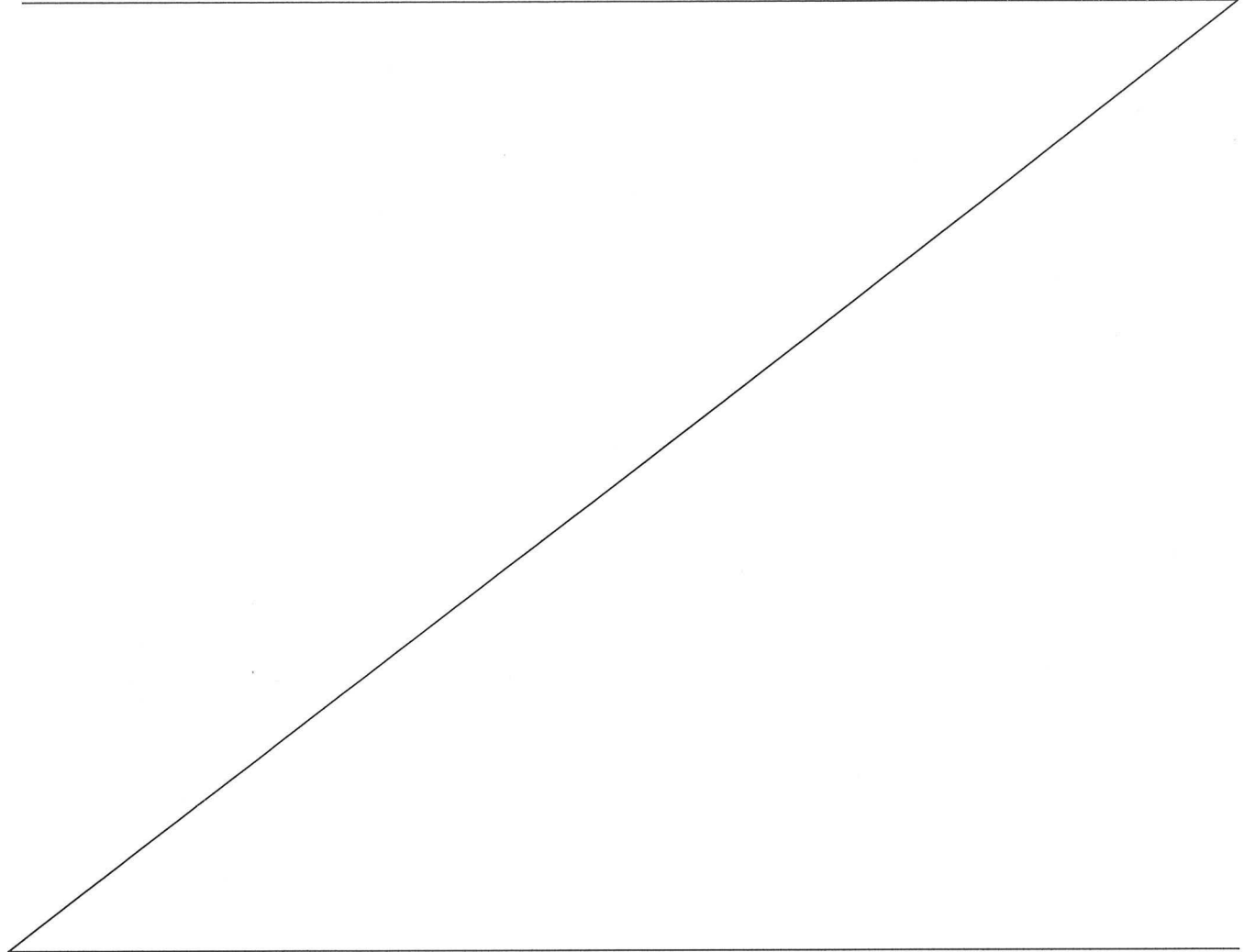
WHEREAS, the proposed archeological excavations are defined in the attached Right of Way contract which shall terminate on January 1, 2019; and

WHEREAS, Caltrans has offered to pay Nevada County \$500.00 for the temporary use of APN 22-331-05; and

WHEREAS, funds for this temporary easement will be deposited into 0101-10702-415-1000/458010; and

WHEREAS, the Department of Public Works recommends that the County Executive Officer be authorized to execute the right of way contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors authorizes the County Executive Officer to execute the Right of Way Contract for a Temporary Permit to Enter APN 22-331-05.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of March, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

3/27/2018 cc: DPW*
AC* (Hold)

3/30/2018 cc: DPW (2)
AC* (Hold)

5/25/2018 cc: DPW*
AC* (Release)

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.

Parcel Count 1 APN: 22-331-05

District	County	Route	P.M.	E. A./Project ID	Program	Fed. Ref.	Name	Parcel PTE #
03	NEV	49	11.1-13.3	4E170/ 0315000064	N/A	N/A	NEVADA COUNTY	209718

Grass Valley, California

March 30, 2018

NEVADA COUNTY

Grantor

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

This Document No. 209718 in the form of a Temporary Permit to Enter, covering the property as delineated on the attached map identified as "Exhibit A," has been executed and delivered to KENTON BEVACQUA, 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 pay the undersigned Grantor the sum of **\$500.00** for this Temporary Permit to Enter.

It is agreed and understood that the State's value estimate for the use of the subject property located at 12627 State Highway 49 in Nevada County is segregated as follows:

Land/Improvements	\$	500.00
Damages	\$	-0-

3. Permission is hereby granted the State or its authorized agent to enter upon Grantor's land, where necessary, within that certain area shown in blue on map 1 marked "Exhibit A" attached hereto and made a part hereof, to perform the following work and/or studies: Archaeological excavations will be conducted by placing a maximum of 5 test pits consisting of holes approximately 1 foot x 1 foot x 6 feet deep as well as 3 test unit 3.3 feet x 3.3 feet x 6.6 feet in size. The holes will be excavated using shovels, picks, trowels, and a power auger mounted on a bobcat or similar piece of equipment. All soil will be screened through a 0.25 inch hardware mesh. Work will be done Monday through Sunday between the hours of 6:00 am to 5:30 pm and will take up to two 10 day rotations to complete. Advance 72 hour or more notice will be given prior to entry. Once complete, the holes will be backfilled and the soil will be compacted in order to minimize settling. Any open holes will be covered each night with ¾ inch plywood.


If any archaeological materials are found during the course of the excavation, they will become the property of the State of California unless otherwise arrange with the land owner.

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, shall commence on March 1, 2018, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
5. This Temporary Permit to Enter shall terminate January 1, 2019 or upon completion of the work described in Clause 3, whichever occurs first.

6. The undersigned Grantor warrants that they are the owners in fee simple of the property affected by this Temporary Permit to Enter as described in Clause 3 above and that they have the exclusive rights to grant this Temporary Permit to Enter.
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. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract
8. It is understood and agreed by and between the parties hereto that this Temporary Permit to Enter inures to the benefit of, and is binding on, the parties, their respective heirs, personal representative, successors, and assigns.
9. State acknowledges that possible additional work may be needed to complete archeological digs. Once access to the property is granted, just compensation, if any, may be adjusted to include additional work that may be needed to complete testing investigation.
10. State agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of the State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of the State's operations under this agreement; and State will, at its option, either repair or pay for such damages.
11. The State will, upon completion of the project, leave the areas described in Clause 3 above in as good or better condition than existed prior to State's operations.

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

NEVADA COUNTY




RICHARD A. HAFHEY
County Executive Officer

3/30/18

Date


RECOMMENDED FOR APPROVAL:

STATE OF CALIFORNIA
Department of Transportation

By 

KENTON BEVACQUA
Right of Way Agent
Marysville

4/3/2018

By 

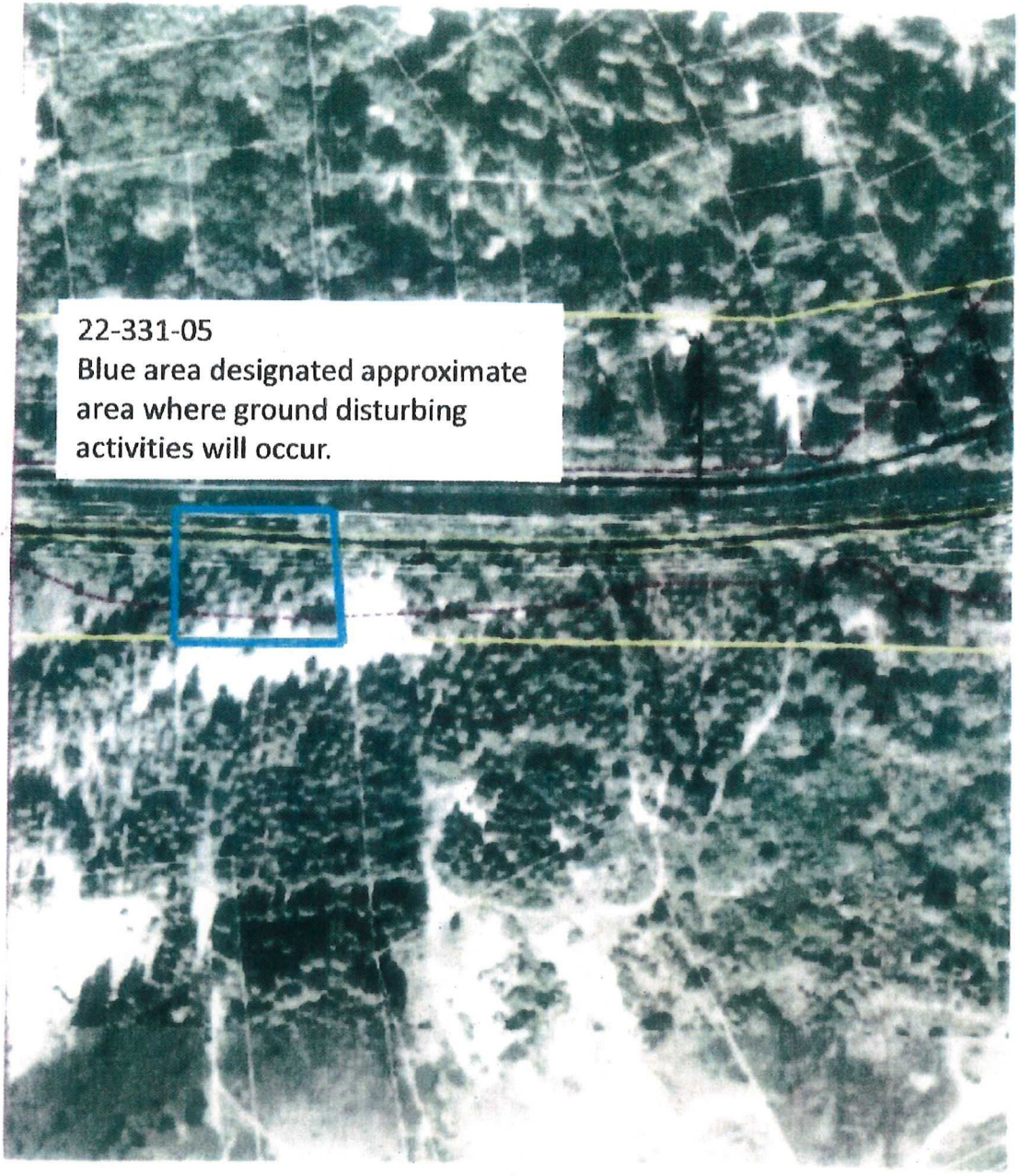
KAREN BASRA
Senior Right of Way Agent
Acquisition, Condemnation & RAP Branch
Marysville

5/17/18

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

EXHIBIT
A

Map of the project area showing the location of the proposed project. The map includes the project location, the project boundary, and the project area. The project area is shown in blue. The project boundary is shown in red. The project location is shown in yellow.



22-331-05
Blue area designated approximate
area where ground disturbing
activities will occur.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
03 DESIGN EAST