

**SOUTHERN PACIFIC RAILROAD RIGHT OF WAY
DEVELOPMENT AGREEMENT BETWEEN
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE CITIES OF MONTEREY AND SEASIDE**

**THIS AGREEMENT, MADE AND ENTERED INTO THIS 26th DAY
OF January, 2000.**

BETWEEN:

**CITIES OF MONTEREY AND
SEASIDE, hereinafter
referred to as "CITIES"**

AND

**STATE OF CALIFORNIA,
acting by and through its'
Business and Transportation
Agency, Department of
Transportation,
District 5, hereinafter
referred to as "STATE"**

RECITALS

1. STATE and CITIES have entered into Cooperative Agreement No. 5365-V on the 19th day of November 1980, concerning the purchase of abandoned railroad lines that can be developed for busway or exclusive public mass transit guideway projects.
 2. The CITIES acquired the abandoned S.P. right of way between mileposts 123.30 and 125.81, using SB 620 monies, on June 29, 1982. The acquisition was predicated on the execution by June 29, 1985 of a satisfactory "development agreement" for a busway or exclusive public mass transit guideway project per Section 99318(a) of the Public Utilities Code. (Since agreement could not be reached by that date, the deadline was extended until June 1987 by a 1985 amendment to the agreement).
 3. Mello SB 1003, September 1986, permitted development of the right of way for "...transportation or recreational purposes generally including use as a bicycle or hiking trail, instead of being developed exclusively as a busway or exclusive public mass transit guideway project." * Further, the bill extended the deadline for the development agreement to June 29, 1989.
 4. On August 7, 1989, a development agreement was executed between the STATE and CITIES for the use of the abandoned right of way that satisfy the requirements of Section 99318 (a) of the Public Utilities Code and Mello SB 1003. The agreement terminates on June 29, 1999.
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- Amendment 1 to SB 1003, June 18, 1985.

AGREEMENT

WHEREAS, the STATE and the CITIES desire to adopt a Development Agreement for the city owned portions of the railroad right of way,

NOW, THEREFORE, the STATE and the CITIES agree that the uses and development of the subject right of way shall be in accordance with the following stipulations, and that said stipulations satisfy all the requirements of Section 99318(a) of the Public Utilities Code (repealed 1997) and Mello SB 1003.

STIPULATIONS – CITY OF MONTEREY

The CITY OF MONTEREY will use the right of way for public transportation and public recreation purposes, as follows:

1. For future passenger rail service between San Francisco and Monterey. Consequently, the City of Monterey agrees to restrict use and development of the right of way activities compatible with rail service or to activities readily relocated to accommodate it. Monterey will continue to support for the reestablishment of subject rail service.

It is agreed that removal of tracks and ties does not, in and of itself, preclude return of rail service considering the condition of the rails and ties and the evolving technology in rail transportation. However, extensive removal or alternation of the rail bed will be coordinated in advance with CALTRANS.

2. For future busways or exclusive mass transit other than rail service. The stipulation would be the same as for rail service (above) except that the provisions of satisfactory bus service along the adjacent Del Monte Avenue would satisfy this requirement and free the right of way for the other uses identified herein.
3. For future widening of Del Monte Avenue. It is agreed that since the railroad right of way is 100 feet or more in width, there is sufficient area for both the future rail service and the widening of Del Monte Avenue. A widened Del Monte Avenue can satisfy not only the increasing volume of personal and commercial traffic requirements but bus transportation to a level equivalent to a dedicated busway on the right of way.
4. For a segment of the Monterey Peninsula Recreation Trail. It is agreed that the development of portions of the right of way as recreational trail bicycle/pedestrian paths is an acceptable use. Monterey will continue to improve the recreation trail as a safe and scenic route for bicycle and pedestrian traffic adjacent to Del Monte Avenue on the most heavily traveled arterial roadways linking Seaside, Monterey, and Pacific Grove.

5. For beautification and environmental preservation of the major entrance to state historical and recreational opportunities. It is agreed that park development, scenic overlooks, picnic areas, landscaping, environmental protection measures, etc. are not inconsistent or incompatible with the rail or bus transit activities outlined herein. Such development, in fact, should support the use and enjoyment of future rail travel to and from the Peninsula.

STIPULATIONS – CITY OF SEASIDE

The CITY OF SEASIDE will use the right of way for public transportation and public recreation purposes as described above, with the following stipulations:

1. That Seaside will hold the property in public domain and can lease out approximately 30 feet of the railroad right of way along both sides of the existing 100' right of way. This would leave approximately 40 feet of clear area for preservation of the railroad tracks and future clearance for the trains.
2. Seaside's use of the railroad right of way shall be compatible with public transportation and public recreation purposes and consistent with the certified Land Use Plan and the Coastal Implementation Plan policies.

CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION (CALTRANS)
agrees to the following:

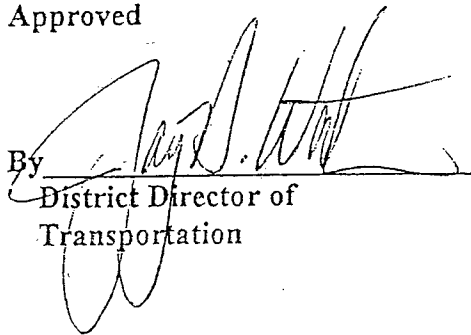
1. Accept the provisions of bus service along Del Monte Avenue as a substitute for a dedicated busway along the right of way, provided it is deemed acceptable by the CITIES and by the Monterey- Salinas Transit Authority.
2. Cooperate with reasonable removal of rail bed where it will have minimal impact on the return of rail service but where it is needed for temporary uses or development.

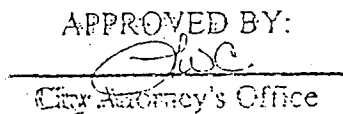
ALL PARTIES AGREE to meet periodically to discuss problems and future development plans or activities that would impact this agreement.

ALL PARTIES AGREE to extend the conditions of the original Cooperative Agreement No. 5365-V and all amendments thereto and with these stipulations for a period of 50 years from the date of this Agreement, with an option to extend for an additional 50 years.

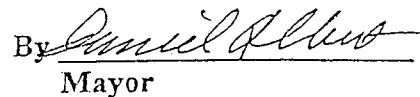
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

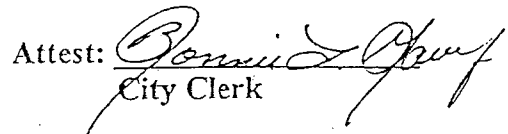
Approved

By 
District Director of
Transportation

APPROVED BY:

City Attorney's Office

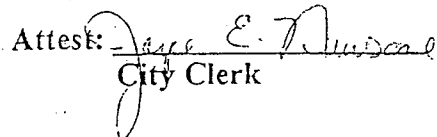
CITY OF MONTEREY

By 
Mayor

Attest: 
City Clerk

CITY OF SEASIDE

By 
Mayor

Attest: 
City Clerk

*My Clerk
cc CA
11/26
letter only cc PLD, Cooper, F.*

DEPARTMENT OF TRANSPORTATION

P.O. BOX 1, SAN LUIS OBISPO 93406
TELEPHONE: (805) 549-3111



November 21, 1980

R/W-05-Mon
Abandoned Railroad
R/W-Monterey Branch
Monterey to Seaside
64190 - 634510

Mr. John Dunn
City Manager
City of Monterey
City Hall
Monterey, CA 93940

Dear John:

Attached is a fully executed copy of the Agreement to Provide Funds for the Acquisition of Abandoned Railroad Right of Way - Monterey Branch.

The funds have been scheduled through the State Controller's Office. You should be receiving it in two to three weeks.

Please give me a call if you have any questions.

Sincerely,

H. L. Bentzinger
Deputy District Director
Right of Way

cc-Roger Kemp, Seaside

NOV 24 1980

District 05

Southern Pacific
Transportation Company
Monterey Branch
Abandoned rail line
right of way

District Agreement
No. 5365-V

AGREEMENT TO
PROVIDE FUNDS FOR ACQUISITION
OF ABANDONED RAILROAD RIGHT OF WAY

THIS AGREEMENT, MADE AND ENTERED INTO THIS 19th DAY
OF NOVEMBER, 1980.

BETWEEN:

CITIES OF MONTEREY AND
SEASIDE, hereinafter
referred to as "CITIES"

AND

STATE OF CALIFORNIA, acting
by and through its Business
and Transportation Agency,
Department of Transportation,
District 05, hereinafter
referred to as "STATE"

WITNESSETH

WHEREAS, Section 99318 of the Public Utilities Code requires the STATE to allocate funds for the acquisition of rights of way of abandoned railroad lines selected by the California Transportation Commission that can be developed for busway or exclusive public mass transit guideway projects; and

WHEREAS, the California Transportation Commission adopted Resolution No. MT-80-8 on May 9, 1980 selecting the abandoned rail line of the Southern Pacific Transportation Company property known as the Monterey Branch Line, depicted on the S. P. Right of Way Map attached hereto and made a part hereof from M. P. 123.30 to M. P. 125.81 (excluding the Southern Pacific Transportation Company Monterey depot) hereinafter referred to as PROPERTY; and

WHEREAS, State funds have been encumbered to acquire all the property pursuant to Subdivision (c)(2)(D) of Section 71 of Chapter 161, Statutes of 1979; and

WHEREAS, the CITIES and STATE are required to enter into an agreement defining the rights and responsibilities of the parties; and

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES

1. To contribute \$2,961,000.00 toward the capital expenditure costs for the acquisition of PROPERTY by the CITIES either by contract or condemnation.
2. To deposit with CITIES upon execution of this Agreement and within 90 days of receipt of billing therefor from the CITIES the amount of \$2,961,000.00, as stated in Paragraph 1 above.
3. To review the CITIES acquisition process to ensure compliance with the State of California Relocation Assistance and Real Property Acquisition Policies Act, Government Code Section 7260-7276 inclusive.

SECTION II

CITIES AGREE

1. That the acquiring of the PROPERTY for said project shall be performed in accordance with the provisions of the applicable State Uniform Relocation Assistance and Real Property Acquisition Policies Act, Government Code Section 7260-7276 inclusive.
2. To provide the support costs necessary for acquisition of the PROPERTY as a portion of the CITIES contribution for the PROPERTY. Support costs are defined as all labor and other associated expenses incidental to the expenditure of capital funds for the purchase of the PROPERTY. Should the \$2,961,000.00 referred to herein be fully expended to

acquire the PROPERTY within the time specified, in the amount on said amount may be utilized to pay substantial operational and support costs.

3. That all of the PROPERTY will be acquired within three years of the encumbrance date of May 9, 1980. Should all or a portion of the STATE's contribution of \$2,961,000.00 not be expended within three years of said date, the CITIES further agree to return any unexpended funds plus any accrued interest to the STATE.
4. That the CITIES intend that the PROPERTY will be developed in accordance with the provisions of Section 99318(a) of the Public Utilities Code which specifies that the PROPERTY be developed for busways or exclusive public mass transit guideway projects. Development is to be in accordance with an agreement between the CITIES and the STATE for development for such purposes. If no agreement is reached within three years of the acquisition of the PROPERTY by the CITIES, the PROPERTY shall be sold to the highest bidder and the money received shall be returned to the STATE.
5. That in the performance of their obligations under this Agreement, the CITIES shall indemnify, defend, and save STATE, its officers, agents, and employees, harmless from any and all liability for death or injuries to persons or damages to property caused, or resulting from, the activities undertaken by the

CITIES pursuant to this Agreement, excepting therefrom liability for death or injuries to persons or damages to property caused or resulting from the negligence or willful misconduct of STATE, its officers, agents, and employees.

SECTION III

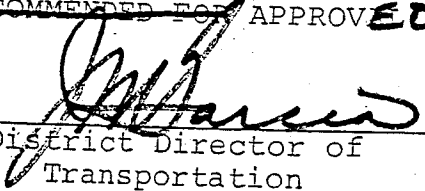
IT IS MUTUALLY UNDERSTOOD AND AGREED

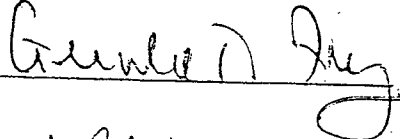
1. That the provisions of this Agreement may be modified, altered, or revised in writing, with the written consent of both parties hereto.
2. The funds mentioned in Section I, paragraph 1 will be used for the purchase of the abandoned rail line property of the Southern Pacific Transportation Company property known as the Monterey Branch.
3. All relevant procedures and policies relating to the use of State funds shall apply, except that should any portion of the project be financed with Federal funds there shall be priority of Federal law where applicable.
4. That the Fair Employment Practices Addendum attached hereto is made an express part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month, and year hereinabove written.

STATE OF CALIFORNIA
Department of Transportation
~~RECOMMENDED FOR APPROVAL~~ ED


CITY OF MONTEREY

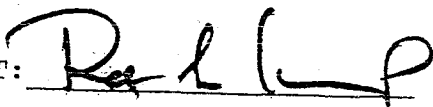
BY 
District Director of
Transportation

BY 

ATTEST: 

CITY OF SEASIDE

BY 

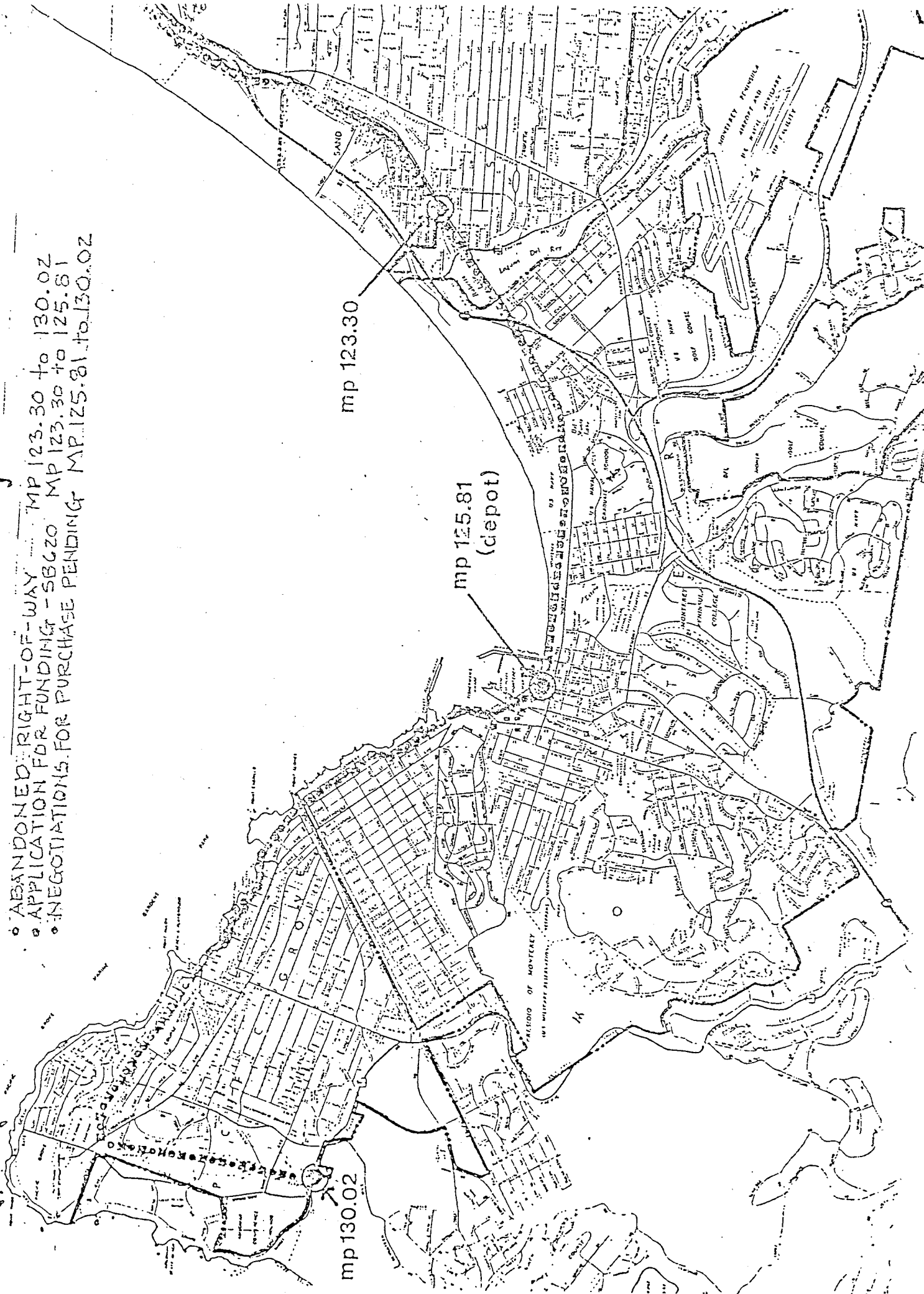
ATTEST: 

10000000

S.F. Right-of-Way

mp = milepost

- o ABANDONED RIGHT-OF-WAY
- o APPLICATION FOR FUNDING - SB620 MP 123.30 to 130.02
- o NEGOTIATIONS FOR PURCHASE PENDING MP 125.81 to 130.02



mp 130.02

mp 125.81
(depot)

mp 123.30