

**STATE HIGHWAY  
RELINQUISHMENT AGREEMENT  
Relinquishment No. 038160-X**

This AGREEMENT, effective on December 23, 2021, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of El Dorado, a political subdivision of the State of California, referred to hereinafter as COUNTY.

**RECITALS**

1. CALTRANS and COUNTY, pursuant to California Streets and Highways Code Section 73, are authorized to enter into a cooperative agreement in order to relinquish to COUNTY a portion of a State Highway within COUNTY's jurisdiction.
2. CALTRANS intends to relinquish to COUNTY that portion of US Highway 50 (US 50) described below as Segment 1 and as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as RELINQUISHED FACILITIES.

**Segment 1:**

Camino Heights Drive and adjacent property lying north of Sierra Blanca Road;  
TOGETHER with;  
Sierra Blanca Road and adjacent property between Camino Heights Drive and Ponderado Drive;  
TOGETHER with;  
that portion of Vista Tierra Drive between Camino Hills Drive and Sierra Blanca Road.

This relinquishment is based on collateral facilities. COUNTY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.

3. CALTRANS and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.

4. CALTRANS and COUNTY, collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

## SECTION I

### COUNTY AGREES:

1. Execution of this AGREEMENT constitutes COUNTY's waiver of CALTRANS' obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
2. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
3. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in excess lands disclosure initial site assessment (ISA), dated August 19, 2021. COUNTY has received and reviewed a copy of the above-referenced ISA. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

## SECTION II

### CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. Upon COUNTY's specific request, to transfer to COUNTY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
2. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.
3. CALTRANS reserves the right to enter, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. COUNTY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES.
4. COUNTY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the updated ISA, dated August 19, 2021, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
5. CALTRANS shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the updated ISA, dated August 19, 2021, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

7. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
8. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
9. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary Agreement contact person for CALTRANS is:

**Robert Nguyen, Project Manager**

**703 B Street**

**Marysville, CA 95901**

**Mobile Phone: (916) 682-6333**

**Email: Robert.nguyen@dot.ca.gov**

The primary Agreement contact person for COUNTY is:

**Matthew Smeltzer, Deputy Director, Engineering**

**2850 Fairlane Court**

**Placerville, CA 95667**

**Phone: (530) 621-5912**


**Email: matt.smeltzer@edcgov.us**

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

  
\_\_\_\_\_  
For/Greg Wong  
Deputy District Director  
D3 Program, Project and Asset Management

**Verification of funds and authority:**

 For  
\_\_\_\_\_  
Varinder K. Gurcha  
District Project Control Officer


**COUNTY OF EL DORADO**

  
\_\_\_\_\_  
John Midahl  
Chair, Board of Supervisors

**Attest:**

  
\_\_\_\_\_  
Kim Dawson  
Clerk, Board of Supervisors

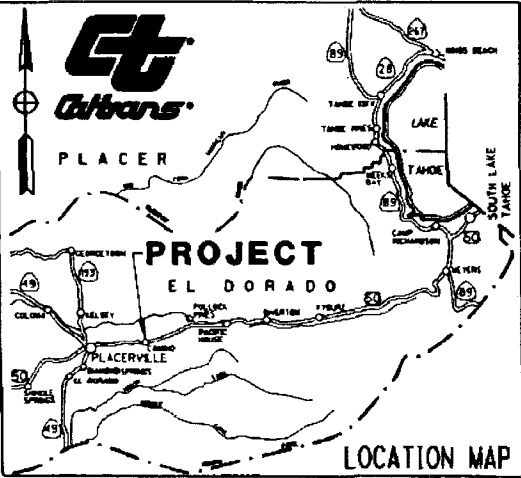
**Approved as to form and procedure:**

  
\_\_\_\_\_  
Daniel Vandekopelwyk  
Deputy County Counsel  
El Dorado County Counsel



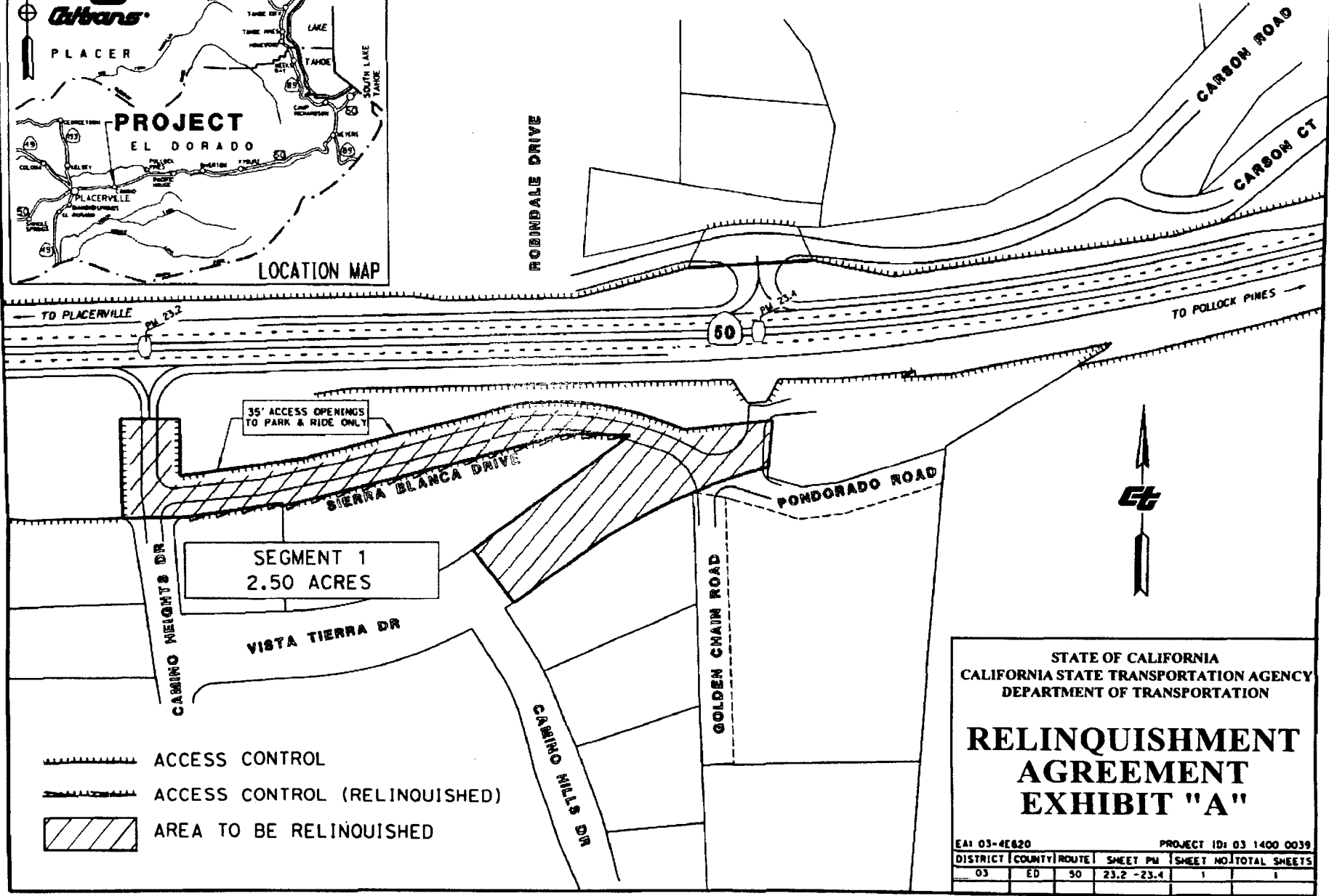
03-ED-50 PM 23.45  
EA: 4E620  
Project Number: 031400039  
Agreement: 03-0700




**EXHIBIT A – Relinquishment Map**



**T10N R11E MDM**  
SECTION 12

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.



-  ACCESS CONTROL
-  ACCESS CONTROL (RELINQUISHED)
-  AREA TO BE RELINQUISHED

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

**RELINQUISHMENT AGREEMENT EXHIBIT "A"**

EAI 03-4E620 PROJECT ID: 03 1400 0039

DISTRICT	COUNTY	ROUTE	SHEET NO	TOTAL SHEETS
03	ED	50	23.2 - 23.4	1





**RESOLUTION NO. 177-2021**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**  
**STATE HIGHWAY RELINQUISHMENT AGREEMENT 03-0700 FOR**  
**RELINQUISHMENT NO. 038160-X**

**WHEREAS**, California Department of Transportation (Caltrans) and the County of El Dorado (County) are authorized to enter into a cooperative agreement pursuant to California Streets and Highways Code Section 73; and

**WHEREAS**, State Highway Relinquishment Agreement 03-0700 for Relinquishment No. 038160-X (Agreement) sets forth the relinquishment of the State Right-of-Way for the operation of the U.S. 50 / Camino Area Safety Project, County Capital Improvement Project number 71319/36104015, in order to relinquish a portion of a State Highway within County's jurisdiction to the County; and

**WHEREAS**, the portion of State Highway to be relinquished to County is shown as Exhibit A of the Agreement; and

**WHEREAS**, the County is willing to accept the relinquishment in its current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the final Initial Site Assessment #038160-X. The County has received and reviewed a copy of the above-referenced document. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, Caltrans will not be responsible for any present or future remediation of said hazardous materials; and

**WHEREAS**, the County agrees to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways; and

**WHEREAS**, the County Board of Supervisor Chair is authorized to sign the Agreement as presented and approved by the Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED** that the Board Chair of the County of El Dorado Board of Supervisors is authorized to sign State Highway Relinquishment Agreement 03-0700 for Relinquishment No. 038160-X, in order to relinquish a portion of a State Highway within County's jurisdiction as shown in Exhibit A to the Agreement, to the County for the U.S. 50 / Camino Area Safety Project, County Capital Improvement Project number 71319/36104015.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 7th day of December, 2021, by the following vote of said Board:

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

Ayes: Hidahl, Turnboo, Thomas, Parlin, Novasel  
Noes: None  
Absent: None

By: \_\_\_\_\_

Deputy Clerk

Chair, Board of Supervisors

**STATE HIGHWAY  
RELINQUISHMENT AGREEMENT  
Relinquishment No. 038160-X**

This AGREEMENT, effective on December 7, 2021, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of El Dorado, a political subdivision of the State of California, referred to hereinafter as COUNTY.

**RECITALS**

1. CALTRANS and COUNTY, pursuant to California Streets and Highways Code Section 73, are authorized to enter into a cooperative agreement in order to relinquish to COUNTY a portion of a State Highway within COUNTY's jurisdiction.
2. CALTRANS intends to relinquish to COUNTY that portion of US Highway 50 (US 50) described below as Segment 1 and as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as RELINQUISHED FACILITIES.

Segment 1:

Camino Heights Drive and adjacent property lying north of Sierra Blanca Road;  
TOGETHER with;  
Sierra Blanca Road and adjacent property between Camino Heights Drive and Pondorado Drive;  
TOGETHER with;  
that portion of Vista Tierra Drive between Camino Hills Drive and Sierra Blanca Road.

This relinquishment is based on collateral facilities. COUNTY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.

3. CALTRANS and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.

4. CALTRANS and COUNTY, collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

## **SECTION I**

### **COUNTY AGREES:**

1. Execution of this AGREEMENT constitutes COUNTY's waiver of CALTRANS' obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
2. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
3. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in excess lands disclosure initial site assessment (ISA), dated August 19, 2021. COUNTY has received and reviewed a copy of the above-referenced ISA. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

## **SECTION II**

### **CALTRANS AGREES:**

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. Upon COUNTY's specific request, to transfer to COUNTY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
2. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.
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4. COUNTY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the updated ISA, dated August 19, 2021, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
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6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

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The primary Agreement contact person for CALTRANS is:

Robert Nguyen, Project Manager

703 B Street

Marysville, CA 95901

Mobile Phone: (916) 682-6333

Email: Robert.nguyen@dot.ca.gov

The primary Agreement contact person for COUNTY is:

Matthew Smeltzer, Deputy Director, Engineering

2850 Fairlane Court

Placerville, CA 95667

Phone: (530) 621-5912

Email: matt.smeltzer@edcgov.us

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Greg Wong  
Deputy District Director  
D3 Program, Project and Asset Management

**Verification of funds and authority:**

\_\_\_\_\_  
Varinder K. Gurcha  
District Project Control Officer

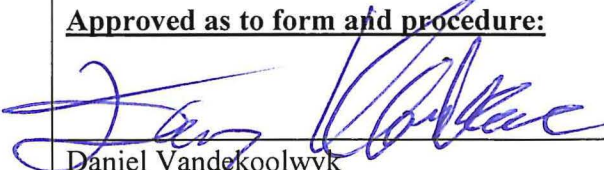
**COUNTY OF EL DORADO**

  
\_\_\_\_\_  
John Hidahl  
Chair, Board of Supervisors

**Attest:**

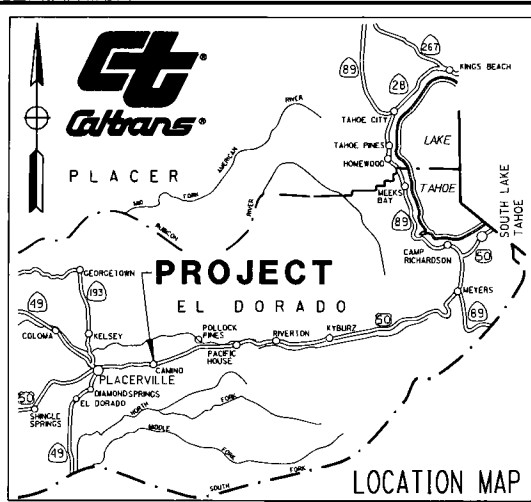
  
\_\_\_\_\_  
Kim Dawson  
Clerk, Board of Supervisors

**Approved as to form and procedure:**

  
\_\_\_\_\_  
Daniel Vandekoolwyk  
Deputy County Counsel  
El Dorado County Counsel

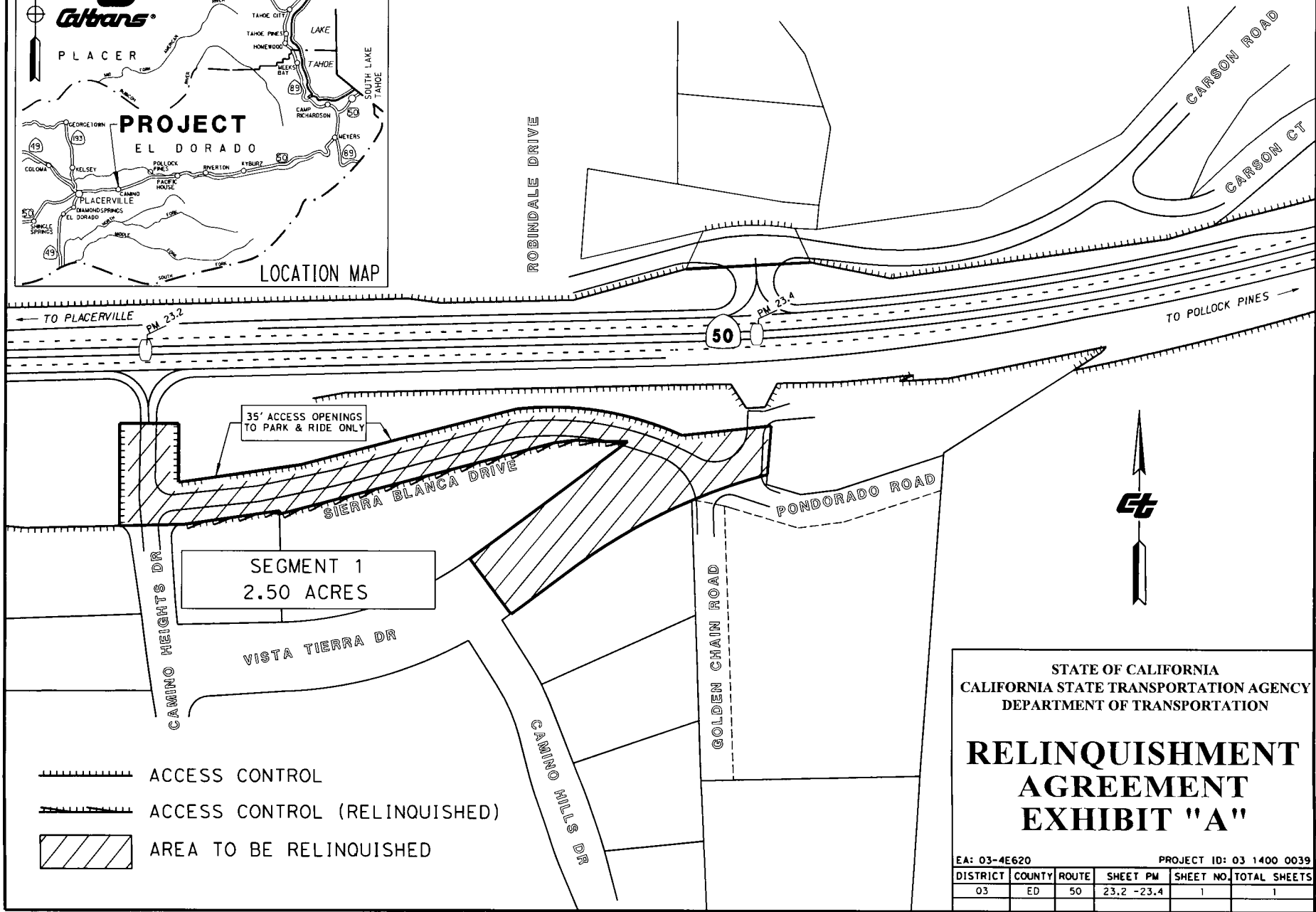
**EXHIBIT A – Relinquishment Map**



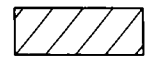




T10N R11E MDM  
SECTION 12

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.



-  ACCESS CONTROL
-  ACCESS CONTROL (RELINQUISHED)
-  AREA TO BE RELINQUISHED

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

**RELINQUISHMENT  
AGREEMENT  
EXHIBIT "A"**

EA: 03-4E620		PROJECT ID: 03 1400 0039			
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
03	ED	50	23.2 -23.4	1	1