



## Legislation Text

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**File #:** 10-1269, **Version:** 2

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Department of Transportation recommending the Board:

- 1) Approve the recommendation of the Department of Transportation to allow two crossing easements on the Sacramento Placerville Transportation Corridor Joint Powers Authority Parcel located in Shingle Springs;
  - 2) Approve and authorize the Chair to sign the Easement Agreement with Norman Partners LLC; and
  - 3) Approve and authorize the Chair to sign the Easement Agreement with Ginney-Campoy LLC.
- (Cont'd 3/15/11, Item 12)

Fiscal Impact/Change to Net County Cost:

There is no Net County Cost associated with this agenda item.

### Background:

In December 2008, pursuant to a request by then Supervisor Helen Baumann, the Board of Supervisors considered a request by Ginney-Campoy LLC to create a crossing easement over the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC JPA) Parcel, a portion of the former railroad right-of-way (APN 090-040-40). The need to formalize a crossing easement was to satisfy a condition of approval of a parcel map submitted by Ginney-Campoy LLC, which would serve four commercially zoned parcels. One of the major considerations by the Board at that time was whether there should be only one crossing easement in this general location, or whether two crossing easements would be acceptable, since an additional request for a crossing easement was being processed for Mr. Norm Brown, of NC Brown Development and Norman Partners LLC (refer to Attachment #1 for the locations of both proposed crossing easements).

While there are advantages and disadvantages to having either one crossing or two crossing easements, based on the discussion held at the Board meeting on December 16, 2008, the Board stated its preference that there only be one crossing easement, and directed that County Counsel prepare an Easement Agreement for Ginney-Campoy LLC, which included a provision that in the event Mr. Brown would have a "project" in the future and because the proposed location of the crossing easement to serve Mr. Brown's parcels was in a preferred location opposite the entry to the Shingle Springs Plaza Park/Bradford Park, that Ginney-Campoy LLC could be required to connect to Mr. Brown's crossing easement.

Subsequent to the meeting and action of the Board on December 16, 2008, County Counsel and Ginney-Campoy LLC worked to agree upon the wording and format for a crossing easement that reflected the direction of the Board. Working through that process took considerable time and a final draft was completed around August 2009. Ginney-Campoy LLC did not immediately execute the Easement Agreement. Mr. Brown then came forward with a project, which is a Boundary Line Adjustment of multiple parcels under his ownership or control, which in turn requires that a parcel map be prepared and filed (refer to Attachment #2 for the draft parcel map). One of the conditions of approval for the parcel map is that Mr. Brown must secure a crossing easement to serve his subject parcels.

Once it was known that Mr. Brown would need to have a crossing easement to serve his project, Department of Transportation (Department) staff verbally notified Mr. Ginney that Mr. Brown was moving forward with a project, and that the location of Mr. Brown's crossing easement could necessitate that Mr. Ginney give up his location and connect to Mr. Brown's location. At this point in time, further consideration was made by Department staff as to the fairness and logic of requiring Ginney-Campoy LLC to give up the location of its current crossing easement and connect to the location of the Norman Partners LLC crossing easement. One significant consideration was that Ginney-Campoy LLC has made a considerable investment in rehabilitating the old historical structures on its parcels, and any commercial use of those structures would only generate a limited amount of traffic. Requiring Ginney-Campoy LLC to connect to the Norman Partners LLC crossing easement would require a long-term cooperative operational and maintenance agreement between the two parties, require that additional longitudinal easements be created, and actually may cost more to maintain than if the crossing easements were independent of each other. While having two independent crossing easements does create a condition of two encroachments onto Mother Lode Drive in close proximity (150 +/- feet apart), the encroachment to the Ginney-Campoy LLC parcels would ultimately be limited to right-in, right-out traffic movements, and the encroachment to the Norman Partners LLC parcels would ultimately have a signalized intersection. Therefore, Department staff believes that having two separate encroachments and crossing easements in this location should be acceptable. It is also important to note that the crossing easements contain provisions that require the Grantee(s) to pay for the cost of any specialized railroad crossing appurtenances as may be determined by the County or the California Public Utilities Commission, in the event any sort of rail use is reinstated in the future. Likewise, any development of recreational trail use within the railroad corridor would require appropriate signage and striping where the trail and crossing easements would intersect.

**Reason for Recommendation:**

Department staff has determined that it would not be detrimental to the County to allow two separate crossing easements to serve the Norman Partners LLC and Ginney-Campoy LLC parcels, that traffic operations in this vicinity would not be negatively affected to any significant degree, and that the public interest in use of the railroad right-of-way for recreational trail or rail use would not be compromised.

**Action to be taken by the Department following Board approval:**

Department staff will submit both Easement Agreements to the SPTC JPA staff for concurrence and execution.

**Action to be taken following Board approval:**

- 1) The Board Clerk will obtain the Chair's signature on the Easement Agreement with Norman Partners LLC and on the Easement Agreement with Ginney-Campoy LLC.
- 2) The Board Clerk will record both fully executed Easement Agreements, upon verification by Department staff that all signatures have been secured on both Easement Agreements.

**Contact:**

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Concurrences: County Counsel