

DATE SUBMITTED 07/31/2019
 SUBMITTED BY City Clerk
 DATE ACTION REQUIRED 08/07/2019

Agenda Item No
 CITY COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: ACCEPTANCE OF QUITCLAIM DEED FROM IMPERIAL IRRIGATION DISTRICT FOR MC CALL DRAIN NO 5.	
DEPARTMENT INVOLVED: City Council	
BACKGROUND/SUMMARY: At the City Council meeting of May 15, 2019, Council took action to approve a Memorandum of Understanding with the Imperial Unified School District and an Abandonment Agreement with Imperial Irrigation District for a portion of McCall Drain No. 5 at the Cross Elementary School Site. As it was not clear as to the acceptance of the deed from IID based on approval of the MOU and Abandonment Agreement, staff is seeking formal acceptance of the Quitclaim Deed in order to prepare the Certificate of Acceptance for recordation.	
FISCAL IMPACT None	
STAFF RECOMMENDATION City Council accepts the Quitclaim Deed for the McCall Drain No. 5 from Imperial Irrigation District.	
MANAGER'S RECOMMENDATION:	MANAGER'S INITIAL
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

Recording Requested By:
Imperial Irrigation District

And When Recorded Mail To:

Imperial Irrigation District
Attn: Real Estate Section
P.O. Box 937
Imperial, CA 92251

IID-907A

Space Above This Line For Recorder's Use

APN: 044-200-096

Documentary Transfer Tax \$ R&T §11922; Gov Code §6103

____ Computed on Full Value of Property conveyed, or
____ Computed on Full Value less liens and encumbrances
Remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

Quitclaim Deed

IMPERIAL IRRIGATION DISTRICT, pursuant to and by authority of a resolution of its Board of Directors under date of July 9, 2019, and entered upon the minutes of said Board, to which reference is hereby made, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the CITY OF IMPERIAL, a municipal corporation, and or future owners of record those certain right-of-way easements for the McCall Drain No. 5, as granted to the Imperial Irrigation District by the following deeds:

1. The west 600 feet of that certain right-of-way deed granted to the Imperial Irrigation District by deed recorded August 14, 1936 in Book 360, Page 129 of Official Records on file in the Office of the Imperial County Recorder;
2. The west 300 feet of the certain right-of-way deed granted to the Imperial Irrigation District by deed recorded October 28, 1943 in Book 612, Page 22 of Official Records on file in the Office of the Imperial County Recorder;
3. That certain right-of-way deed granted to the Imperial Irrigation District by deed recorded September 24, 2010 as document number 2010-024137 of Official Records on file in the Office of the Imperial County Recorder.

Said right-of-way deeds affecting Parcel 1 and Parcel A as shown on map recorded in Book 13, Page 55 of Parcel maps on file in the Office of the Imperial County Recorder, also being a portion of Tract 98, Township 15 South, Range 14 East, San Bernardino Meridian within the City of Imperial, County of Imperial, State of California.

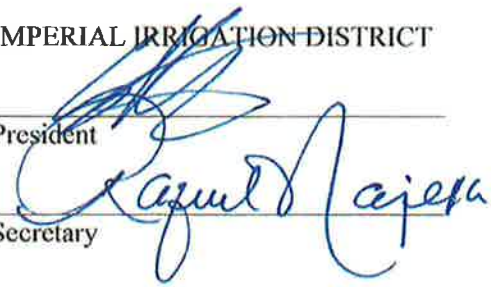
COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

WITNESS our hands this 9th day of July, 2019.

IMPERIAL IRRIGATION DISTRICT

President

Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Imperial)

On July 18, 2019 before me, Irene C. Torres, Notary Public, personally appeared Erik Jose Ortega, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irene C. Torres
Signature



(seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code §1189

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State of California)
) ss.
County of Imperial)

On July 18, 2019 before me, Irene C. Torres, Notary Public, personally appeared Maquel Najera, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Irene C. Torres
Signature



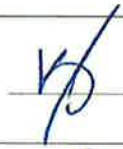


(seal)

Agenda Item No. H.2

DATE SUBMITTED 5/8/2019
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 5/15/2019

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:	
1. APPROVAL OF MOU WITH THE IMPERIAL SCHOOL DISTRICT AND RELINQUISHMENT OF A SEGMENT OF McCALL DRAIN No 5	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: <p>The Imperial School District and the City of Imperial have worked very closely in order to underground a portion of the McCall Drain No 5 at the Cross Elementary site. District will pay all costs associated with design, construction, operation and maintenance of the undergrounded School Drain in accordance with all applicable requirements including, but not limited to, IID and City. Such work shall begin upon execution of this agreement and shall be diligently pursued to completion. It is understood that construction cannot begin until IID abandons and City accepts the School Drain. Surface use of the area over the undergrounded School Drain shall be in accordance with City and IID requirements as well as requirements of the Department of State Architect.</p> <p>The open drainage facility known as McCall Drain Number 5 ("Drain") traverses the northern boundary of the School from its western to eastern boundaries for approximately 600 feet before continuing eastward and is depicted on "Exhibit A"</p>	
FISCAL IMPACT:	ADMIN SERVICES SIGN INITIALS 
STAFF RECOMMENDATION: Staff Recommends City Council give direction to accept the MOU with the Imperial school district and relinquishment of McCall Drain No 5	DEPT. INITIALS 
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED:	APPROVED () REJECTED ()
AYES:	DISAPPROVED () DEFERRED ()
NAYES:	
ABSENT:	REFERRED TO:

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the date set forth below by and between the City of Imperial, a municipal corporation of the State of California ("City") and the Imperial Unified School District ("District").

RECITALS

- A. The District is constructing an elementary school at a location referred to as Cross Elementary School ("School"); and
- B. The School site is depicted on the attached Exhibit A; and
- C. An open drainage facility known as McCall Drain Number 5 ("Drain") traverses the northern boundary of the School from its western to eastern boundaries for approximately 600 feet before continuing eastward and is depicted on Exhibit A; and
- D. The Drain is owned and operated by Imperial Irrigation District ("IID"); and
- E. The City operates a manhole whose common location is referred to as the northerly limits of Cross Street and the Bratton Subdivision ("Manhole"); and
- F. The Manhole currently receives storm water from residential developments known as El Paseo Subdivision and Bratton Subdivision; and
- G. The Manhole is connected to the Drain; and
- H. District wishes to underground that portion of the Drain which is located on the School and thereafter operate and maintain that undergrounded portion of the Drain ("School Drain"); and
- I. Imperial Irrigation District ("IID") will allow the School Drain to be undergrounded but only if City accepts an abandonment of the School Drain by IID; and
- J. City does not object to the undergrounding of the School Drain and will accept the abandoned School Drain from IID so long as it may continue to utilize the School Drain to convey storm water from El Paseo Subdivision, Bratton Subdivision and such other areas as originally designed and intended; and
- K. Further, District agrees to pay all costs associated with undergrounding and pays all costs associated with operation and maintenance of the undergrounded School Drain; and
- L. Further, District releases City from any claims it might have arising from the undergrounding, operation and maintenance of the School Drain and agrees to indemnify, defend and hold City harmless from any third party claims arising from undergrounding, operation and maintenance of the School Drain; and
- M. IID will continue to own, operate and maintain that portion of McCall Drain Number 5 other than the portion on the School site.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. District Responsibilities:

- a. District will pay all costs associated with design, construction, operation and maintenance of the undergrounded School Drain in accordance with all applicable requirements including, but not limited to, IID and City. Such work shall begin upon execution of this agreement and shall be diligently pursued to completion. It is understood that construction cannot begin until IID abandons and City accepts the School Drain. Surface use of the area over the undergrounded School Drain shall be in accordance with City and IID requirements as well as requirements of the Department of State Architect.

b. District releases City from any claims it might have arising from the undergrounding, operation and maintenance of the School Drain and agrees to indemnify, defend and hold City harmless from any third party claims arising from undergrounding, operation and maintenance of the School Drain.

2. City/IID Responsibilities/Access:

Upon execution of this agreement, City will cooperate with IID and District to accept ownership of the abandoned School drain from IID. City may continue to utilize the School Drain to convey storm water from El Paseo Subdivision, Bratton Subdivision and such other areas as originally designed and intended. City and IID shall have access to the undergrounded School Drain upon giving not less than 24 hours' notice to District except in the case of emergency in which case notice will be given as soon as reasonably practicable.

3. Notices:

Any written communication related to this MOU will be provided to the Parties at the following addresses:

City:

City of Imperial
420 South Imperial Avenue
Imperial, California 92251
Attn: City Manager

Imperial Unified School District:

Administration Office
219 North "E" Street
Imperial, California 92251
Attn: Superintendent

General Provisions:

There is no agency relationship between the parties. The employees of each party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing party.

Except as specifically set forth herein, any internal, in-house or administrative costs or expenses incurred by any party related to that party's obligations under this MOU shall be the sole responsibility of the party incurring said costs and expenses.


This instrument and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

City of Imperial

By: 

Attest: 

Imperial Unified School District

By:  4/30/19

Attest:  4/30/19

EXHIBIT 'B'

TRACT 99
599.70'

80.00' DEED TO BE QUITCLAIMED

80.00'

20.00'

CROSS ELEMENTARY SCHOOL
PARCEL 1
PM 13-55

STREET

CROSS

PARCEL A
DEDICATED CITY
RIGHT OF WAY PER
MAP PM 13-55



Raymond Todd Dial

NOTE: ALL DISTANCES AND BEARINGS SHOWN HEREIN
ARE PER RECORDED MAP PM 13-55, AND DO NOT
REPRESENT A FIELD SURVEY.

887.82'

FONZIE AVENUE



SCALE: 1"=125'

LEGEND

PARCEL TO
BE QUITCLAIMED

ABANDONMENT AGREEMENT
BETWEEN
IMPERIAL IRRIGATION DISTRICT
AND
CITY OF IMPERIAL

The Parties to this Abandonment Agreement ("Agreement"), are Imperial Irrigation District, an irrigation district established under the Irrigation District Law (California Water Code sec.'s 20500 et. seq.)("IID"), and the City of Imperial (City), which is the intended successor and assign of the facilities described in this Agreement. This Agreement shall be deemed effective as of the date on which this Agreement is fully executed by the Parties (such date, the "Effective Date").

- 1.0 Abandonment of Drain Facilities: As of the Effective Date, IID does hereby remise, release and forever relinquish all rights, title and interest in the below-described facilities:

That portion of McCall Drain No. 5 as now constructed, including the existing 12-inch diameter pipe discharging from Cross Road, the existing earthen channel extending east from the storm drain 12-inch diameter outlet pipe, for a total length of 600 feet, all of which are located in the North (80) feet of the West (600) feet of the North Half of Tract 98, T.15.S, R.14.E. (As reflected in Preliminary Exhibit, attached hereto and hereby incorporated by this reference).

- 2.0 City Acceptance: City, accepts the aforementioned facilities and, as of the Effective Date, assumes ownership of the abandoned portion of McCall Drain No. 5 described in paragraph 1.0 of this Agreement.
- 3.0 Successors and Assigns: This Agreement shall bind and inure to the benefit of the Parties and their respective successors, successors-in-title and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors, successors-in-title and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the execution date.

IMPERIAL IRRIGATION DISTRICT

Date 6/26/19

By Michael A. Pacheco

Name: Michael A. Pacheco

Title: Water Manager

CITY OF IMPERIAL

Date 5/18/19

By [Signature]

Name: Stefan T. Chatwin

Title: City Manager