

DATE SUBMITTED 09/29/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 10/06/2021

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH SUBDIVISION UNIT 2A – SCHOOL SITE (LOT “E” PER FM 23/31) 1. APPROVAL AND ACCEPTANCE OF EARTH PAD IMPROVEMENTS FOR THE EDIFICATION OF THE SCHOOL ON LOT “E”. 2. AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC.	
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT
BACKGROUND/SUMMARY: City staff conducted regular field inspections during the construction of an earth pad for the future edification of a school on the above-referenced Lot “E”. A final walk through was completed on June 6, 2020. At this time, the earth pad was found to be completed accordingly to the approved improvement plans. On 09/15/2021, per Agenda Item F3, the City Council approved an MOU with El Centro Elementary School District which specifies that the installation of ADA ramps and sidewalks within the City Right-of-Way surrounding the future school site will be built by the school district at its own expenses, on or before December 31, 2023. Since the required improvements have been done and the MOU agreement has been approved, the developer contacted the Community Development Department requesting the partial reconveyance of said Lot “E”. See attached Exhibits 1, 2 & 3 for details.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>VS</u>
STAFF RECOMMENDATION: 1. Staff recommends approval and acceptance of earth pad improvements for the edification of the school on Lot “E”. 2. Staff recommends authorization of partial reconveyance to Imperial Ranch Partners, LLC.	DEPT. INITIALS <u>OM</u>
MANAGER’S RECOMMENDATION: <u>approve</u>	CITY MANAGER’S INITIALS <u>OTM</u>
MOTION: SECONDE D: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

Exhibit 1

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

VR6A
179 Sylvia Ct.
Imperial, CA 92251

ORDER NO. 528794
APN: 044-220-088-000

SPACE ABOVE THIS LINE FOR RECORDERS USE

PARTIAL RECONVEYANCE

The City of Imperial, as Trustee under the Deed of Trust, dated January 14, 2014, executed by Imperial Ranch Partners, LLC, a California Company, Trustor(s), and recorded on January 15, 2014, as Instrument No. 2014000744 of the Official Records in the Office of the County Recorder of Imperial County, State of California, having received from the Beneficiary under said Deed of Trust a written request to reconvey, do hereby reconvey, in accordance with said request and the provisions of said Deed of Trust, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee, in and to the portion of the real property described in said Deed of Trust, located in the County of Imperial, State of California and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 1, 2021

The City of Imperial, a Municipal Corporation,
as Trustee

By: _____
Dennis Morita, City Manager

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
County of Imperial

On _____ before me _____, Notary Public personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are 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(s) 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.

Signature _____

(seal)

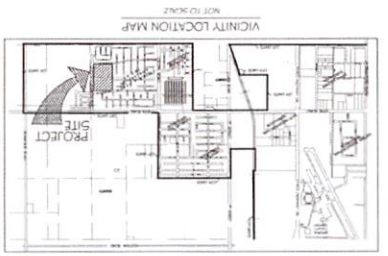
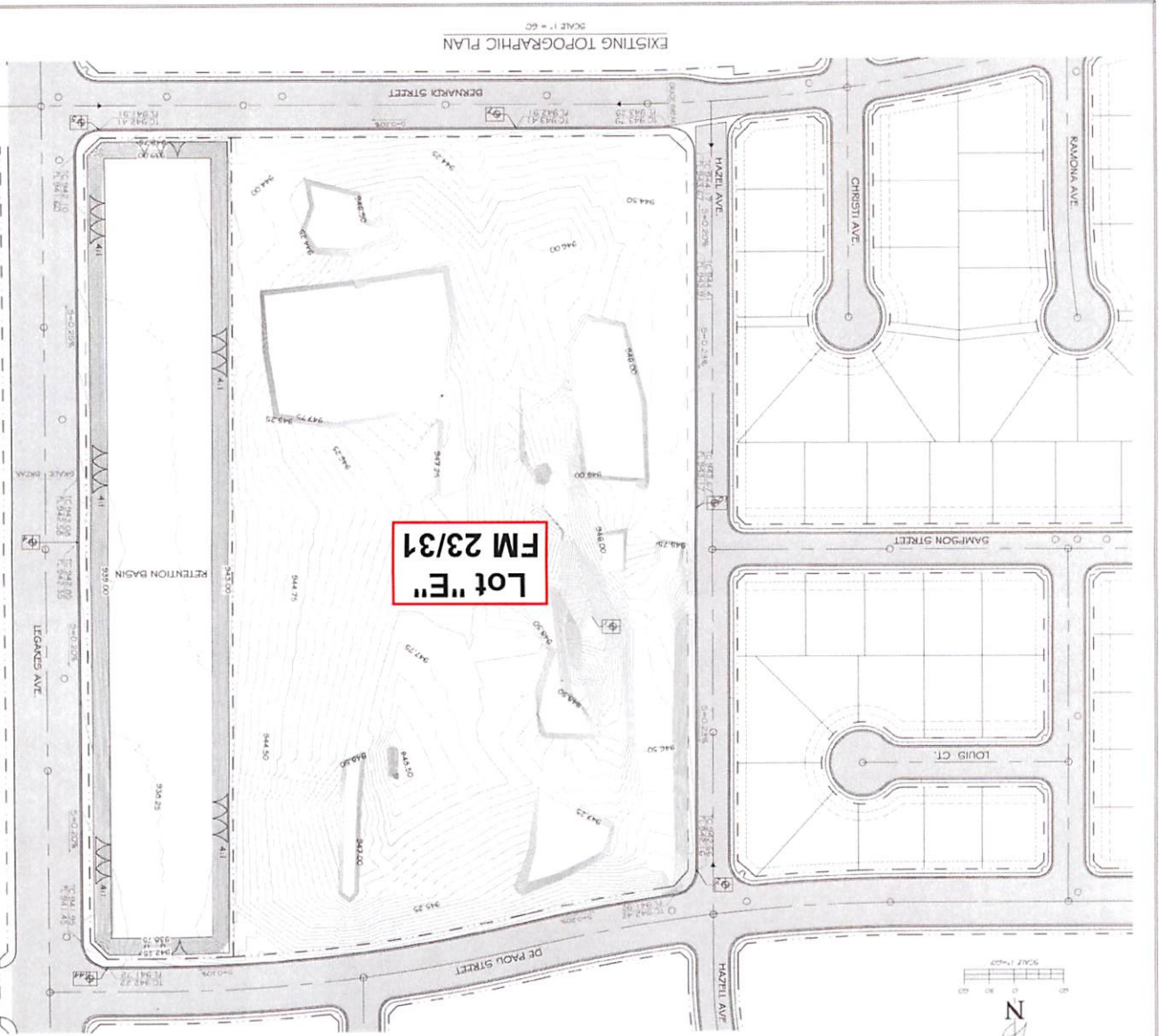
EXHIBIT " A "
LEGAL DESCRIPTION

Lot E of Victoria Ranch Subdivision – Unit No. 2A, in the City of Imperial, County of Imperial, State of California, according to map on file in [Book 23, Page 31](#) of Final Maps on file in the Office of the County Recorder of Imperial County.

APN: 044-220-088-000

Exhibit 2

VICTORIA RANCH SUBDIVISION UNIT 2 SCHOOL SITE



DRAWINGS LIST

NO.	DESCRIPTION	DATE
1	EXISTING TOPOGRAPHIC PLAN	3/14
2	STORMWATER POLLUTION PREVENTION PLAN	3/14
3	PROPOSED GRADING PLAN	3/14
4	SWEEP DETAILS	3/14

LEGEND / EXISTING FEATURES

- PROJECT BOUNDARY
- BOUNDARY OF LOT
- DIRECTION
- DRY DRAINAGE FLOW
- AC FILL/EMPTY
- CONCRETE CURB
- SCHEDULES
- EXISTING FLOW LINE ELEVATIONS
- TOP OF CURB ELEVATIONS
- NATURAL SURFACE ELEVATIONS
- CENTER LINE STREET ELEVATIONS

TOPOGRAHY CONTROL POINTS

BM#	ELEVATION	DESCRIPTION
1	1020.12	CONCRETE
2	1017.93	CONCRETE
3	1017.93	CONCRETE
4	1017.93	CONCRETE
5	1017.93	CONCRETE
6	1017.93	CONCRETE
7	1017.93	CONCRETE
8	1017.93	CONCRETE
9	1017.93	CONCRETE
10	1017.93	CONCRETE
11	1017.93	CONCRETE
12	1017.93	CONCRETE
13	1017.93	CONCRETE
14	1017.93	CONCRETE
15	1017.93	CONCRETE
16	1017.93	CONCRETE
17	1017.93	CONCRETE
18	1017.93	CONCRETE
19	1017.93	CONCRETE
20	1017.93	CONCRETE

EARTHWORK QUANTITIES

ITEM	DESCRIPTION	AMOUNT	UNIT
1	GRAVEL	10,000.00	CU YD
2	CONCRETE	500.00	CU YD
3	ASPHALT	10,000.00	CU YD
4	PAVEMENT	10,000.00	CU YD
5	GRAVEL	10,000.00	CU YD
6	CONCRETE	500.00	CU YD
7	ASPHALT	10,000.00	CU YD
8	PAVEMENT	10,000.00	CU YD
9	GRAVEL	10,000.00	CU YD
10	CONCRETE	500.00	CU YD

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IRVINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IRVINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF IRVINE.

DATE: 12/17/19
DRAWN BY: M. B. B. / M. B. B.

PROJECT: VICTORIA RANCH SUBDIVISION UNIT 2 - PHASE 2C
SCHOOL SITE

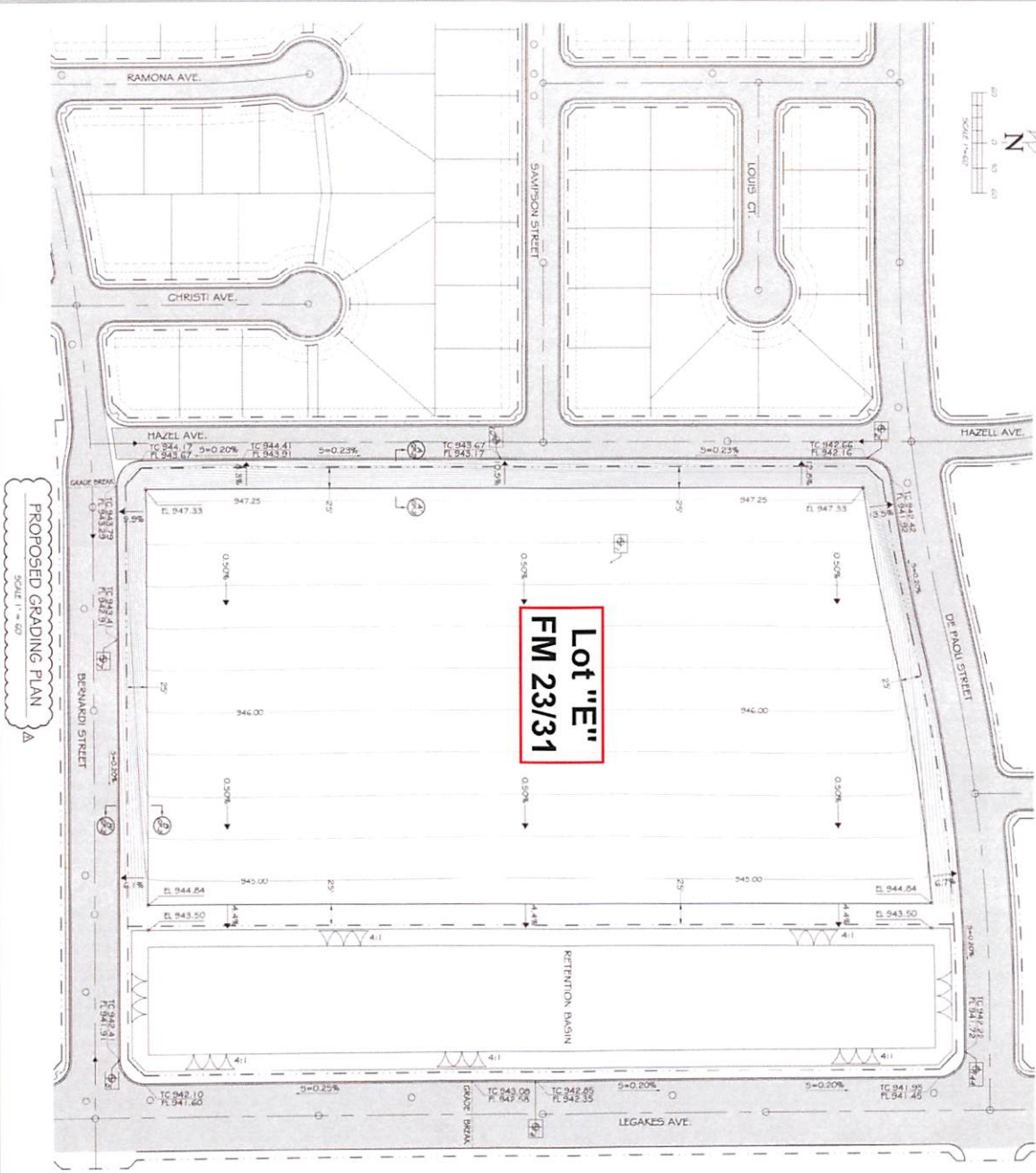
APPROVED BY: [Signature]
DATE: 12/17/19

REGISTERED PROFESSIONAL ENGINEER
CITY OF IRVINE

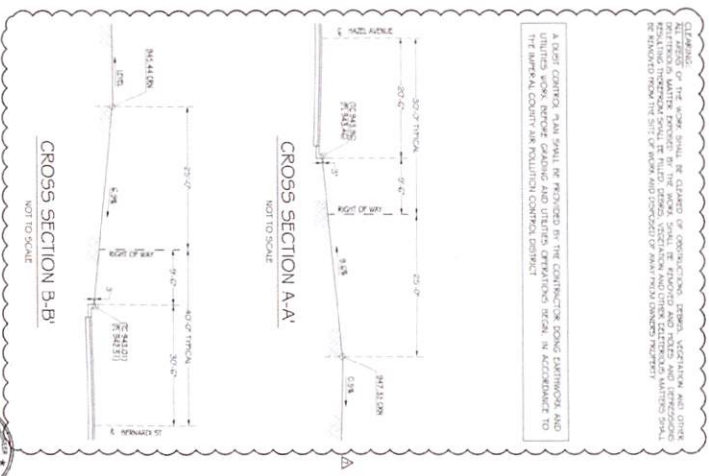
PROJECT NO. 19-010
SHEET: GP-1

DATE: 12/17/19
DRAWN BY: M. B. B. / M. B. B.

VICTORIA RANCH SUBDIVISION UNIT 2
SCHOOL SITE



PROPOSED GRADING PLAN
SCALE 1" = 40'



NOTES:
1. THE GRADING SHALL BE CHECKED BY THE CONTRACTOR DURING CONSTRUCTION AND OTHER PERTINENT MATTER PROVIDED BY THE DRAWING SHALL BE REVISIONS AND CHECKS AND APPROVED BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE GRADING INFORMATION PROVIDED TO THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE GRADING INFORMATION PROVIDED TO THE ARCHITECT.

APPROVED
City of Imperial
DATE: 01-17-10



DRAWING NO. GP-2 DATE: 01-17-10	PROJECT DESCRIPTION VICTORIA RANCH SUBDIVISION UNIT 2 - PHASE 2C SCHOOL SITE	APPROVED BY [Signature] CITY OF IMPERIAL DATE: 01-17-10	PREPARED BY Jose Carlos Romero DATE: 1/17/10
	DRAWING DESCRIPTION PROPOSED GRADING PLAN	CLIENT/OWNER IMPERIAL RANCH PARTNERS, LLC ADDRESS 208 N MARSHALL AVENUE, EL DORADO, CA 92520 TELEPHONE	

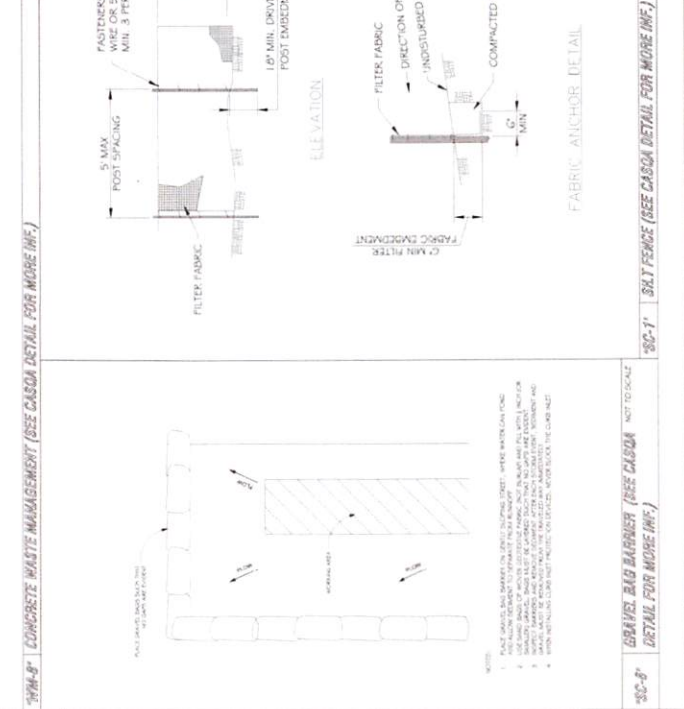
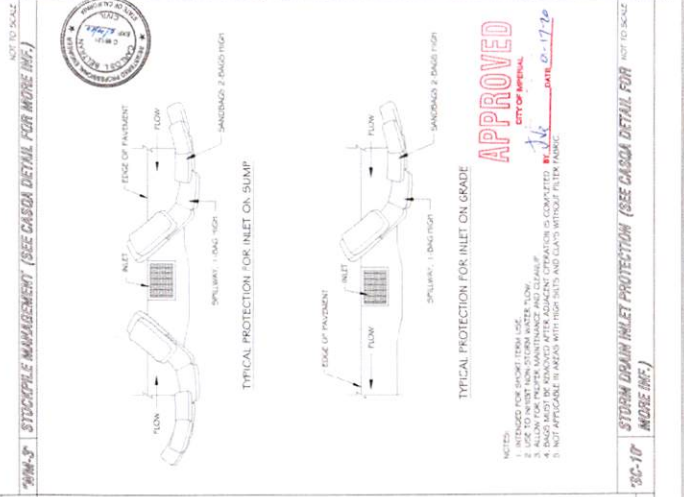
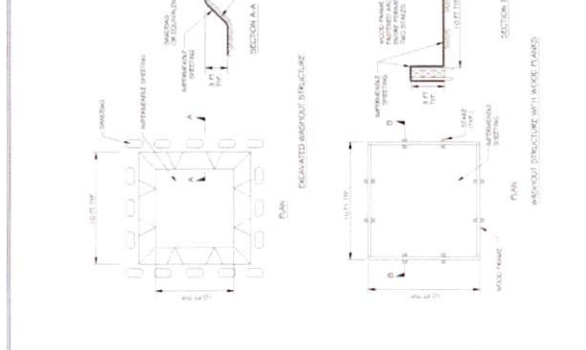
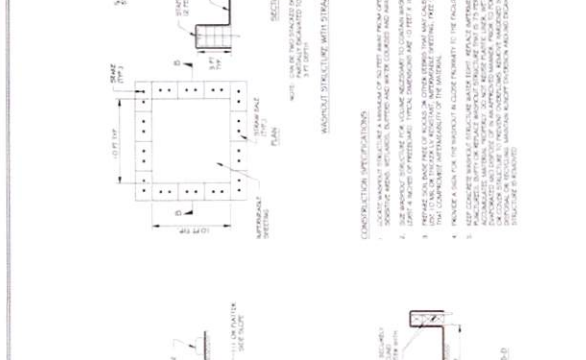
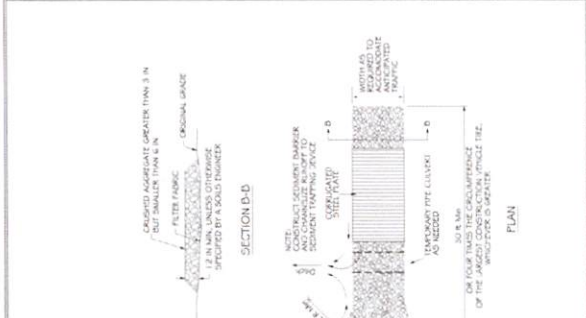
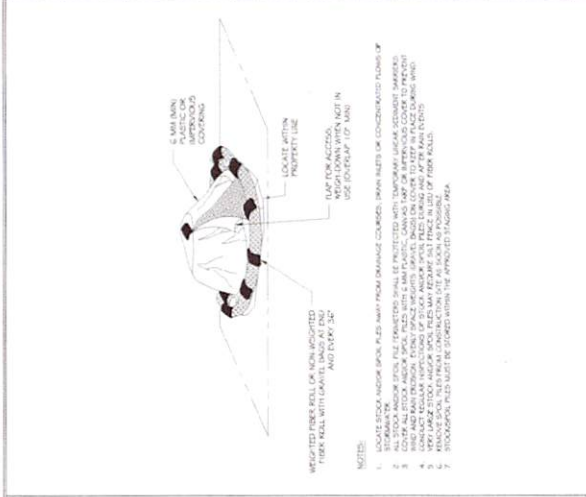


Exhibit 3

Recording Requested by: City of Imperial

When Recorded, Mail to:

Attention: City Manager
City of Imperial
420 S Imperial Ave
Imperial, CA 92251

Assessor's Parcel No. 044-220-088-000

ABOVE SPACE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$0
(EXEMPT RECORDING REQUESTED - Gov. Code Section 6103)

**MEMORANDUM OF UNDERSTANDING REGARDING PUBLIC SIDEWALK
INSTALLATION FOR VICTORIA RANCH SCHOOL SITE
BETWEEN THE EL CENTRO ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF IMPERIAL**

This Memorandum of Understanding ("MOU") is entered into as of July 28, 2021, by and between the EL CENTRO ELEMENTARY SCHOOL DISTRICT ("District") and the CITY OF IMPERIAL ("City") with regard to construction of public sidewalks at the future District school site necessitated by the Victoria Place, LLC development project. The District and the City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on or about July 1, 2005, the District entered into a School Site Transfer Agreement and Escrow Instructions ("Transfer Agreement") with Victoria Place, LLC ("Owner") with regard to the District's need for future school facilities caused by the Owner's development project ("Project").

WHEREAS, the Owner has identified the portion of the Project property that will be dedicated for the District's future public school site ("Subject Property") and transferred to the District pursuant to the terms of the Transfer Agreement.

WHEREAS, the legal description of the Subject Property is attached hereto as **Exhibit A** and incorporated by reference herein.

WHEREAS, pursuant to the terms of the Transfer Agreement, the Owner agreed to make certain improvements to the Subject Property pursuant to the Project, as set forth in "Exhibit B" of the Transfer Agreement, which improvements include, but are not limited to, the construction

of public streets, concrete curbs and gutters, and underground utilities (hereafter, the “Owner Improvements”).

WHEREAS, the Owner has now completed construction of the Project, including construction of the Owner Improvements, and intends to transfer the Subject Property to the District for the future school site.

WHEREAS, after transfer of the Subject Property to the District, the District intends to construct the sidewalks on the Subject Property that border on the public streets that are immediately adjacent to the Subject Property at the future time it undertakes construction of the school facilities for the proposed new school.

WHEREAS, that the District’s obligations pursuant to this MOU, shall only apply to the sidewalks required on the Subject Property which shall be installed along the immediately adjacent public streets to the Subject Property and that certain other sidewalks not on the Subject Property but on the City streets highlighted in the diagram attached as Exhibit “B” have either already been installed by the Owner, and/or are not the responsibility of the District

WHEREAS, before it provides a final acceptance of the Owner’s Project, the City seeks reassurance that the District will complete construction of the sidewalks on the Subject Property within the term of this MOU, unless otherwise mutually agreed to by the City and District.

WHEREAS, the parties intend this MOU to memorialize the District’s commitment to the City that it will complete the construction of the sidewalks in accordance with the then applicable standards at the time it constructs the new school.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and mutually understand as follows:

TERMS

- A. **District’s Obligation/Term of MOU.** The District agrees to complete design and construction of the public sidewalks adjacent to the public streets surrounding the Subject Property, at its own expense, on or before December 31, 2023, subject to the District’s option/right to extend the term of this MOU for one additional two (2) year term if the District has not elected to commence the design and construction of the school site prior to the expiration of the initial term of this MOU. The City and District may also negotiate a mutually agreed upon amendment to this MOU before it expires if necessary to address the District’s potential future design and construction process for the school site. The District shall also coordinate with and obtain the City’s approval of the design and construction of the public sidewalks to be constructed on the Subject Property to ensure they meet all applicable standards and requirements at the time it commences design and construction of same.
- B. **Notices.** All written notices to be given under this MOU shall be given by first class mail, personal delivery, overnight mail or email pdf. to the Parties at the addresses set forth below, or at such address as the Party may provide to the other Parties in writing from time

to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication; (b) 48 hours after deposit in the United States mail, postage prepaid; or (c) otherwise, upon actual receipt. The Parties may, by written notice to the other Parties, from time to time modify the addresses or numbers to which communications are to be given hereunder.

<p>Notices to the District:</p> <p>Attn: Superintendent El Centro Elementary School District 1256 Broadway El Centro, CA 92243 Office: (760) 352-5712</p>	<p>Notices to the City:</p> <p>Attn: City Manager City of Imperial 420 South Imperial Avenue Imperial, California 92251 Office: (760) 355-4373</p>
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- C. **Amendment.** No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- D. **Binding Effect.** All terms and conditions of this MOU shall be binding upon the parties, their successors and assigns. The benefits and burdens herein are intended, and shall, run with the land. This MOU represents the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties and recorded.
- E. **Right To Enforce Following Expiration of the MOU.** If the District has not installed the sidewalks prior to the expiration of this MOU and/or any applicable mutually agreed upon amendment thereto between the parties, then the City shall have the right to demand construction of the sidewalks be commenced within ninety (90) days written notice. The District shall be responsible for any costs incurred by the City incurred in enforcement of this MOU.
- F. **Entire Agreement.** This MOU constitutes the entire agreement between and among the Parties and supersedes all prior written or oral agreements.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first herein above written.

**EL CENTRAL ELEMENTARY
SCHOOL DISTRICT**

By: 
(Authorized Representative)

Printed Name: Jon LeDoux

Title: Superintendent

Dated: 07 / 28 / 2021

CITY OF IMPERIAL

By: _____
(Authorized Representative)

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT A

[LEGAL DESCRIPTION OF SUBJECT PROPERTY]

Remainder Parcel E of Victoria Ranch Subdivision – Unit No. 2A, in the City of Imperial, County of Imperial, State of California, according to map on file in Book 23, Page 31 of Final Maps on file in the Office of the County Recorder of Imperial County.

APN: 044-220-088-000

EXHIBIT B

[RED LINES EQUAL DIAGRAM OF SIDEWALKS CURRENTLY INSTALLED &
YELLOW LINES EQUAL SIDEWALKS TO BE INSTALLED BY DISTRICT
ON SUBJECT PROPERTY]



ifer Rd

Lo

Xavier Ave

Mia Ave

De Paoli St

Hazel Ave

St

Hazel Ave

Mitri King Cir