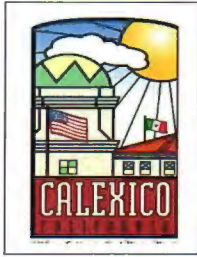


AGENDA
ITEM


13



AGENDA STAFF REPORT

DATE: January 20, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager 

PREPARED BY: J. Carlos Romero, Acting City Engineer

SUBJECT: Authorize City Manager to Sign Release of Surety Agreement Acknowledgement for the Sherman Industrial Park and Authorize Staff to Record Documents

=====

Recommendation:

It is recommended for City Council to authorize City Manager to sign the Release of Surety Agreement Acknowledgement document and authorize City Staff to file these documents at the Imperial County Recorder's Office.

Background

The Release of the Subdivision Surety Agreement Acknowledgment (detailed below) is a request by Stewart Title Company and Rich Volker, Team One Realty through email dated January 4, 2021 on the behalf of the property owners. This release is necessary in order clear the property from this encumbrance and be able to lease or sell the lots created within the 1995 Sherman Industrial Park Subdivision. All the off-site improvements within the project site have been completed.

Discussion and Analysis:

City Staff recommends the release of said document, given that the street improvements and underground utilities were installed and completed pursuant to said Agreement for the Sherman Industrial Park Subdivision.

Fiscal Impact:

There is no adverse fiscal impact to the City of Calexico expected or anticipated by the filing of said release.

There would be a potential positive fiscal impact to the City of Calexico through the generation of sales taxes and other economic activities derived from any new development and business operations within the

AGENDA
ITEM

13

subject subdivision.

Coordinated With:

City Attorney's Office.
City Clerk's Office.
City Manager's Office.
Public Works Department.

Attachment(s):

1. Release Request Email – Sherman Industrial Park.
2. Map of Sherman Industrial Park Subdivision.
3. Subdivision Surety Agreement – Sherman Industrial Park.
4. Release of Subdivision Surety Agreement.

From: rvolker@rfvoffice.com [mailto:rvolker@rfvoffice.com]
Sent: Monday, January 4, 2021 3:53 PM
To: Lilliana Falomir <falomirl@calexico.ca.gov>
Cc: 'Dolores Granillo' <dgranillo@stewart.com>; Sabe D'Amico <damico@dfghlaw.com>; Terry Singleton <terry@terrysingletton.com>; Carol Snyder <teamonebroker@gmail.com>
Subject: FW: Sherman Industrial Park

Hello Lilliana:

I'm following up on our telephone discussion from last week. We discussed the release by the City of the Surety Agreement as described in my email below. We discussed that the release of the Surety Agreement had been pursued (and approved by the City) in 2016 at the same time and as part of the same process as the release of the Improvement Lien, which was part of and accompanied the Surety Agreement; we also discussed that the "Release of Lien" prepared and signed by the City and then recorded in 2016 (again attached for your easy reference only released the Improvement Lien but not the Surety Agreement. Per our discussion I inquired of escrow regarding the document needed to release the Surety Agreement. I'm informed that a "Release of Surety Agreement" prepared and executed in the same form as the attached "Release of Lien" but reciting the Surety Agreement (also filed on July 10, 1995 in Book 1813, but at Page 1685 as Instrument No. 95015069) should be sufficient to remove the item from title once recorded.

Please let me know the foregoing will be sufficient and will be processed by the City or otherwise contact me to further discuss. Thanks again for your help.

Rich Volker

Associate Broker

Team One Realty

(619) 299-6091(o)

(619) 252-0686(c)

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

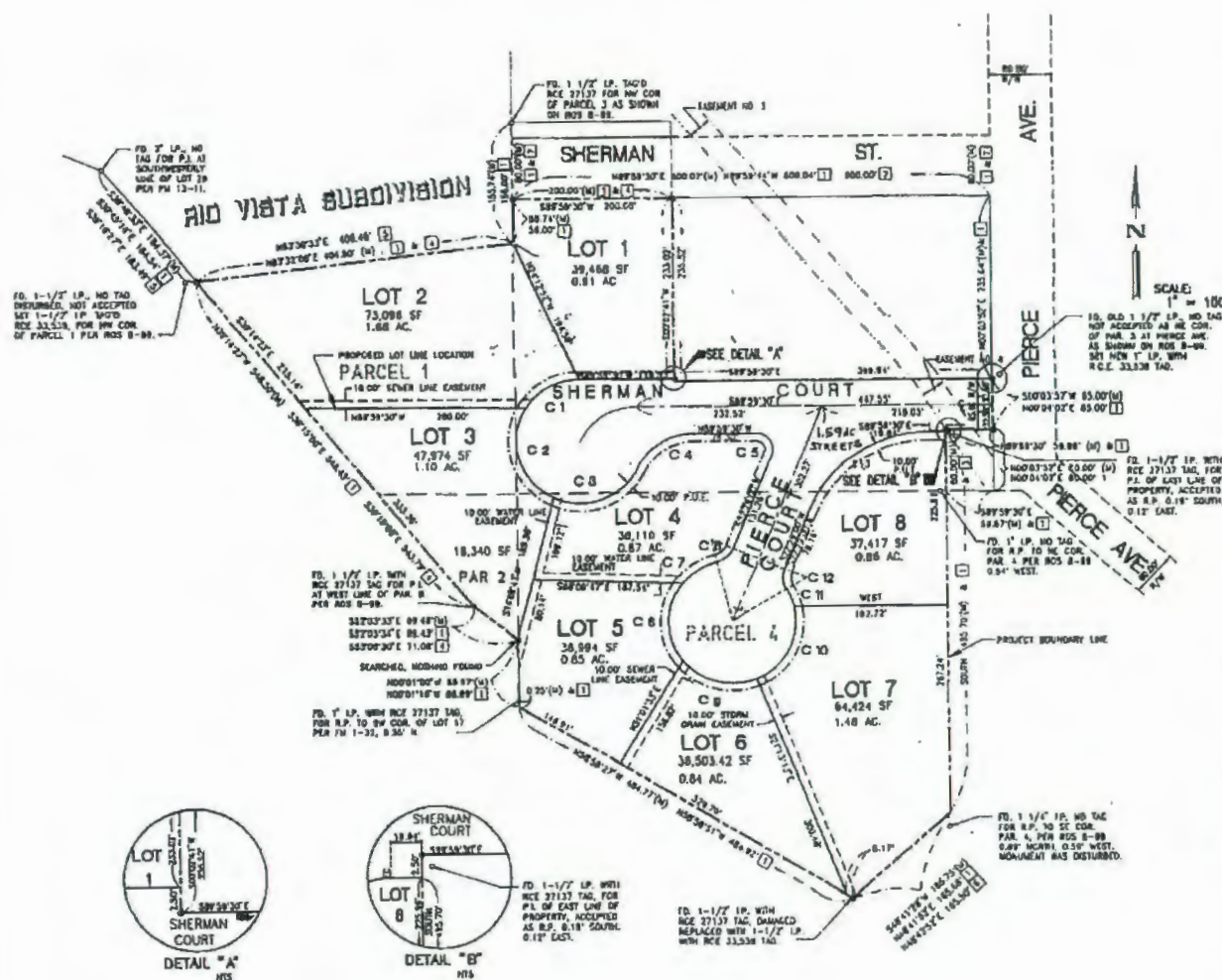
From: rvolker@rfvoffice.com <rvolker@rfvoffice.com>
Sent: Friday, December 18, 2020 11:23 AM
To: 'Lilliana Falomir' <falomirl@calexico.ca.gov>
Cc: 'Dolores Granillo' <dgranillo@stewart.com>; Sabe D'Amico (damico@dfghlaw.com) <damico@dfghlaw.com>; Carol Snyder (teamonebroker@gmail.com) <teamonebroker@gmail.com>
Subject: FW: Sherman Industrial Park

Good Morning Lilliana:

I'm the broker representing the seller in a transaction for the sale of 2 lots in the Sherman Industrial Park which is the subject of your email exchanges with Dolores Granillo (Stewart Title) below. You may remember me from a few years ago on a prior transaction concerning the sale of a lot on this property where we went through a lengthy process to obtain releases of the City's encumbrances (Improvement Lien and Surety Agreement) that included considerable work on the property required by the City (flushing and connection of the sewer system) and multiple presentations to the City Council

SHERMAN INDUSTRIAL PARK SUBDIVISION

BEING A SUBDIVISION OF A PORTION OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.B. & M. IN THE CITY OF CALEXICO, IMPERIAL COUNTY, STATE OF CALIFORNIA.



EASEMENTS OF RECORD:

- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THEREAS AS RESERVED IN A DOCUMENT.
DRAWN: IMPERIAL VALLEY IMPROVEMENT COMPANY
PURPOSE: WATER PIPELINE
RECORDED: IN BOOK 72, PAGE 377 OF DEEDS
AFFECTS: PARCEL 4
- ALL EASEMENT AND RIGHTS OF WAY OF RECORD IN THE NAME OF OR HERETOFORE USED IMPERIAL IRRIGATION DISTRICT, RESERVED BY IMPERIAL IRRIGATION DISTRICT IN VARIOUS DEEDS OF RECORD AFFECTS PARCEL 3 AND 4.
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THEREAS AS SET FORTH IN DOCUMENT.
DRAWN: CITY OF CALEXICO
PURPOSE: WATER PIPELINE
RECORDED: MARCH 1, 1948 IN BOOK 738, PAGE 203 OF OFFICIAL RECORDS
AFFECTS: BLOCK 48
- AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THEREAS AS SET FORTH IN DOCUMENT.
DRAWN: CITY OF CALEXICO
PURPOSE: WATER PIPELINE
RECORDED: MARCH 1, 1948 IN BOOK 738, PAGE 208 OF OFFICIAL RECORDS
AFFECTS: BLOCK 47

95 0 15 0 6 9

RECORDING REQUESTED BY & RETURN TO:

CITY OF CALEXICO
ENGINEERING DEPARTMENT
408 HEBER AVE.
CALEXICO, CA 92231

ATTN: JOSE CARLOS ROMERO, P.E.

DOLORES PROVENCIO

COUNTY RECORDER
BOOK 1813 PAGE 1685

'95 JUL 10 AM 9 01

OFFICIAL RECORDS
IMPERIAL COUNTY, CA

NO FEE

SUBDIVISION SURETY AGREEMENTACKNOWLEDGEMENT

It is hereby acknowledged that RAMCHO DEVELOPERS, INC., SUN W. LOUIE AND RAY LOUIE hereinafter called "Subdivider" has filed with the CITY OF CALEXICO, hereinafter called the "City", a Tentative Map for that certain subdivision known as SHERMAN INDUSTRIAL PARK, hereinafter called "Subdivision", which has been approved by Planning Commission of the City as being in accordance with all State laws and local ordinances and regulations, as well as any rulings applicable thereunder at the time of filing.

Subdivider now desires that the City Council of City give final approval of the Final Map of said subdivision, subject to improvements being made in said subdivision as may be required.

AGREEMENT

IT IS HEREBY AGREED THIS 11 day of June 1995 as follows:

1. In consideration of the City Council's approval of the filing of the Final Map of SHERMAN INDUSTRIAL PARK SUBDIVISION which is submitted herewith, prior to the performance of all work of improvement shown to be done on the Tentative and Final Maps and plans for improvements titled: SHERMAN INDUSTRIAL PARK SUBDIVISION IMPROVEMENT PLANS (11 SHEETS), prepared by South Valley Engineering, Inc., which documents are herein referred to as "Off-Site Improvements" and incorporated and made a part thereof, Subdivider does hereby agree to provide a good and sufficient improvement security to insure that the performance of all works of improvement to be done on said Tentative Map and Final Maps and said plans for improvement are in accordance with the standards established by the laws of the State of California, local ordinances and regulations, and any rulings made thereunder which are applicable at the time of approval of the Tentative Map.

2. All of said work of improvements shall be completed within one (1) year from the date hereof, unless the time is extended in writing by the Council of City, and shall be performed to the satisfaction of the City Engineer.

3. Subdivider warrants and guarantees said work for a period of one (1) year following the completion and acceptance thereof by City against any defective work or labor done, or defective materials furnished and subdivider further agrees to maintain the improvements for said one (1) year period commencing with City's acceptance of same. As security for the promise warranty, an guaranty of this Paragraph 3 for said one (1) year period, Subdivider shall deposit a sum of money with the City equivalent to not less than five (5%) per cent of the estimated cost of said improvements as established herein. As an alternative, subdivider may provide City with an equivalent security such as satisfactory bond, or instrument of credit as described in Government Code Section 66499.

4. The improvement security required hereunder shall be of that kind and type specified in all parts and subsection of section 66599 of the Government Code of the State of California and shall be in the following amounts and for the following purposes:

(a) An amount not less than 100% of the total estimated cost of the improvements for the faithful performance of this agreement; and

(b) An amount not less than 100% of the total estimated cost of the improvements securing payment to the contractor, and his subcontractors, and to persons renting equipment or furnishing labor or materials to them for the improvements.

5. The improvement security required herein for faithful performance of this agreement may be reduced in amount, but not more often than once per month, as the work or improvement is completed. In no event shall this security be reduced in amount until progress reports are submitted to the City and the City determines that the work in fact, has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of work or improvement and the amount by which the security shall be reduced shall be conclusive. In no event, however, shall the amount of this improvement security be reduced to less than ten percent (10%) until that liability established by all parts and subsections of this Agreement (with the exception of Paragraph 3 hereof) is terminated.

The improvement security securing the payment of the contractor, his subcontractor, and to persons renting equipment or furnishing labor or material shall be released only in compliance with all parts and subsection of section 66499 et seq, including section 66499.7 of the Government Code of the State of California.

6. A monument bond or security to be furnished as required, in an amount specified by City Engineer pursuant to Section 66496 and 66499 of the Government Code of the State of California.

7. Subdivider to pay a fee of 2.00% *** (see below) of the estimated construction cost of the "Off-Site" improvements, with a minimum fee of \$20.00 as set out in Ordinance No. 91-4 of the City of Calexico, as inspection fees.

8. The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

9. Subdivider hereby acknowledges that the statements set forth in the foregoing acknowledgement are true and correct; that he has read this agreement and understands the same; the release of security as set forth herein shall be at the discretion of the City and shall be so released only in accordance with the terms of the applicable laws of the State of California, local ordinances and regulations.

Executed this 16 day of June 1995, at Calexico, California.

SUBDIVIDER:

By: Ray Louie - Sum W. Louie
RAY LOUIE SUM W. LOUIE

Address: 610. Horton Dr. KH CENTER CA 92515

CITY OF CALEXICO

By: Alejandro Armenta
ALEJANDRO ARMENTA, CITY MANAGER

APPROVED AS TO FORM:

By: Michael Rodd
MICHAEL RODD, CITY ATTORNEY

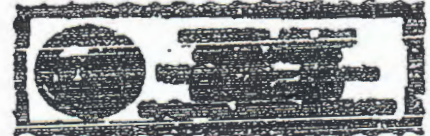
STATE OF CALIFORNIA
COUNTY OF IMPERIAL) S.S.

On 6/16/95 before me, DONALD L. SCOVILLE
a Notary Public in and for said County
and State, personally appeared SUN W. LOUIS + Kay Lewis

personally known to me
(or 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.

WITNESS my hand and official seal

Signature Donald L. Scoville



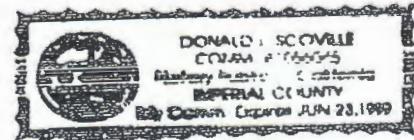
STATE OF CALIFORNIA
COUNTY OF _____) S.S.

On _____ before me,
a Notary Public in and for said County
and State, personally appeared _____

personally known to me
(or 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.

WITNESS my hand and official seal

Signature _____



Recorder's Memo: Poor Record is
due to quality of recording.

STATE OF CALIFORNIA
COUNTY OF _____

On this _____ day of _____, in the year 19__ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ and/or _____ or on behalf of the Corporation therein named and on behalf of the Partnership; and acknowledged that the Corporation executed and the Partnership executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

TO BE APPROVED BY THE CITY ENGINEER *

1.	Amount of faithful performance bond	\$ 253,453.00
2.	Amount of labor and materials bond	\$ 253,453.00
3.	Amount of monument bond	\$ 2,000.00
4.	Inspection fees	\$ 2,000.00
*	Per Record Documents Labeled "Real Property Lien and Contract For Improvements in Public Rights-Of-Way"	

W. W. Fannon
 William Fannon, Acting City Engineer
 City of Calexico

RECORDING REQUESTED BY:

Engineering Department
City of Calexico
608 Heber Avenue
Calexico, CA 92231

AND WHEN RECORDED MAIL TO:

City Clerk
City of Calexico
608 Heber Avenue
Calexico, CA 92231

APN: 058-400-051-000, 058-400-052-000,
058-400-053-000, 058-400-054-000,
058-400-055-000, 058-400-056-000,
058-400-057-000, 058-400-058-000

The undersigned declare(s):

Documentary transfer tax is \$ 0.00

- () computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale
() Unincorporated area: (X) City of Calexico

RELEASE OF SUBDIVISION SURETY AGREEMENT

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AND ACKNOWLEDGED that certain Subdivision Surety Agreement recorded on July 10, 1995, in the Official Records of Imperial County, California, as Document No. 95015069 in Book 1813, Page 1685 is hereby released as to the property described on Exhibit A attached hereto (the "Released Property"), and the Released Property shall no longer be subject to the lien and operation of such Subdivision Surety Agreement.

Except as to the Released Property, the above-referenced Subdivision Surety Agreement remains in full force and effect, and no other property is released.

CITY OF CALEXICO, a municipal corporation of the State of California

BY: _____
Miguel Figueroa, City Manager

Date

CERTIFICATION FOR ACCEPTANCE

THIS IS TO CERTIFY THAT THE SIGNATURES THAT ARE AFFIXED ON BEHALF OF THE CITY OF CALEXICO, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, TO THAT CERTAIN RELEASE OF SUBDIVISION SURETY AGREEMENT RECORDED JULY 10, 1995, IN THE OFFICIAL RECORDS OF IMPERIAL COUNTY, CALIFORNIA, AS DOCUMENT NO. 95015069, HAS BEEN DULY APPROVED PURSUANT TO THE REGULAR CITY COUNCIL MEETING HELD ON JANUARY 20, 2021 AND ATTENDED BY

CITY OF CALEXICO HEREBY CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

THE CITY OF CALEXICO, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

BY: _____ DATED: _____
MIGUEL FIGUEROA, CITY MANAGER

EXHIBIT A

Legal Description

APN 058-400-051: LOT 1 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-052: LOT 2 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-053: LOT 3 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-054: LOT 4 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-055: LOT 5 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-056: LOT 6 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-057: LOT 7 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO

APN 058-400-058: LOT 8 SHERMAN INDUSTRIAL PARK SUB CITY OF CALEXICO