

**MEMORANDUM OF UNDERSTANDING (MOU)
STORM DRAINAGE BASIN PROPERTY TRANSFER**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2016, by and between the COUNTY of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), located at 2222 "M" Street, Merced California, and the CITY of Merced, (hereinafter referred to as "City").

WITNESSETH THAT :

The County owns property located on the northwest corner of Childs Avenue and B Street within the City, also known as APN 035-010-071. This property has been used by the Mental Health Department.

The City plans to construct a project to improve the storm drainage system along B Street. This project includes the total reconstruction of B Street including the construction of curb, gutter, sidewalk, and a storm drainage system.

The City would like to acquire a portion of the property to accommodate runoff from the B Street reconstruction project. The portion of property to be acquired already includes a storm drainage basin that serves the County property.

The reconstruction of B Street will significantly improve the remaining portion of the property owned by the County. The value of the improvements to be constructed along B Street will exceed the value of the portion of the property to be acquired by the City.

This transfer of property from the County is being done in exchange for the value of the improvements to be constructed by the City along the B Street and Childs Avenue frontage of the property owned by the County.

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall commence from the date it is fully executed by both the CITY and COUNTY and continue until June 30, 2019. This agreement may be extended through execution of an amendment by both the City and County.

2. COUNTY RESPONSIBILITIES

The County will execute a deed granting approximately 1.24 acres to the City of Merced as described and depicted in Exhibits A and B, which is attached and made a part of this agreement.

3. CITY RESPONSIBILITIES

The City, at their own cost, will reconstruct the B Street and Childs Avenue frontage of the County property as shown on the plans for Project No. 116013, "B" Street Improvements. The City will perpetuate the existing connection serving APN 035-010-071 into the storm drainage basin. The improvements shall be completed prior to the expiration of this agreement.

4. COMPLETENESS OF AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.

5. WAIVER OF TERMS

No waiver of any term, condition, or covenant of this Agreement, by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

6. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of the Agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law.

7. CAPTIONS

The captions of each paragraph in the Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

8. COPIES OF AGREEMENT

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

COUNTY OF MERCED

CITY OF MERCED

By _____
Hubert Walsh Jr., Chairman
Merced County Board of Supervisors

By _____

Date _____

Date _____

APPROVED AS TO FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

By _____
Deputy
Michael Linden

APPROVED AS TO FORM:

Kenn Rozell 5/18/16

KENNETH ROZELL
Senior Deputy City Attorney

EXHIBIT A

A parcel of land situated in the Southeast One Quarter (SE1/4) of Section 30, Township 7 South, Range 14 East, M.D.B. & M., City of Merced, County of Merced, State of California, said parcel of land being a portion of Parcel A, as said Parcel A is delineated on that certain map entitled " PARCEL MAP FOR RAYMOND A. BESSEMER M.D.", filed for record on March 2, 2000, in the office of the County Recorder of Merced County, in Book 86 of Parcel Maps, at Pages 22-23, said parcel of land being more particularly described as follows:

BEGINNING at the southwest corner of said Parcel A; thence N24°39'01"E, along the west line of said Parcel A, a distance of 238.00 feet; thence S65°21'00"E, to the easterly line of said Parcel A, a distance of 320.00 feet; thence S24°39'01"W, along said easterly line, a distance of 89.35 feet to the beginning of a tangent curve concave to the northwest, having a radius of 15.00 feet; thence southwesterly along said curve, through a central angle of 66°33'00", an arc distance of 17.42 feet to a point of tangency on the south line of said Parcel A; thence N88°48'00"W, along said south line, a distance of 338.97 feet to POINT OF BEGINNING.

The above-described parcel of land is delineated on Exhibit B, attached hereto, and made a part hereof.

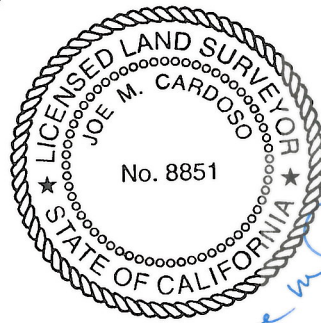
The above-described parcel of land contains 1.24 acres, more or less, is subject to any liens, encumbrances, covenants, restriction, and rights-of-way or easements of record or legally acquired.



PARCEL 2
94 P.M. 33

15 R.S. 11

PARCEL 1
94 P.M. 33



COUNTY OF MERCED
GRANT DEED
2009-061427, M.C.R.

PARCEL A
86 P.M. 22

MERCED CEMETERY
DISTRICT



SCALE: 1" = 100'

AREA OF
ACQUISITION
1.24 ACRES
53,934 Sq. Ft.

DELTA = 66°33'00"
RAD. = 15.00'
LEN. = 17.42'
TAN. = 9.84'

B STREET

COUNTY OF MERCED

P.O.B.

N88°48'00"W 338.97'

CHILDS AVENUE

4 O.P. 24



City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

EXHIBIT B

DR. BY: CARDOSO
DATE: 4/19/16
CH. BY:
DATE:
File No.
SCALE: 1"=100'