

SEWER RELOCATION AGREEMENT
(Duarte High School Gymnasium Project)

This Sewer Relocation Agreement (“**Agreement**”) is dated _____, 2023 (the “**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), and **DUARTE UNIFIED SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of California (the “**School**”). The District and the School are each a “**Party**” and together are the “**Parties**”.

The School is fee title owner of approximately 38 acres of real property in the City of Duarte, identified as Los Angeles County Assessor’s Parcel Number 8530-021-905 (the “**Property**”). Duarte High School and Duarte Sports Park are located on the Property.

The District and County Sanitation District No. 15 of Los Angeles County (“**District No. 15**”), among others, are parties to a Joint Outfall Agreement, dated July 1, 2022, pursuant to which the District has been delegated authority to manage and operate the Joint Outfall System facilities, including the Existing Sewer (as defined below). By signing below, District No. 15 approves this Agreement, which will be administered by the District.

District No. 15 is the vested owner of permanent easements for sewer facilities in and under the Property, which were recorded on August 25, 1955 as Instrument No. 4295 in Book 48769, Page 103 of Official Records in the Office of the Recorder of Los Angeles County, and on October 15, 1962 as Instrument No. 3697 (titled City of Duarte Resolution No. 62-3) in Book D1788, Page 377 of Official Records in the Office of the Recorder of Los Angeles County (the “**Sewer Easements**”).

The District owns and maintains the Joint Outfall “B” Unit 8H Trunk Sewer, which traverses the Property within the areas identified in the Sewer Easements (the “**Existing Sewer**”). District No. 15 constructed the Existing Sewer in 1959, and the District subsequently took over ownership and maintenance of the Existing Sewer.

The School has informed the District that it is preparing plans and specifications to construct a new gymnasium for Duarte High School at the Property (“**Project**”). The proposed Project footprint provided by the School to the District is over the alignment of the Existing Sewer and the Sewer Easements.

Construction of the Project will impair the District’s ability to operate and maintain the Existing Sewer unless a portion of the Existing Sewer is relocated. To avoid any impact of the Project on the Existing Sewer, the School proposes to relocate approximately 500 feet of the Existing Sewer (the “**Relocated Sewer**”) and to subsequently abandon in place or remove the portion of the Existing Sewer interfering with the Project. The location of the Relocated Sewer is shown on Exhibit A.

The Parties intend by this Agreement to provide for the School’s physical construction of the Relocated Sewer (the “**Relocated Sewer Work**”) and other work related thereto, as more particularly described in this Agreement and for the District’s takeover of the Relocated Sewer, all upon the terms and conditions set forth below.

The District and the School therefore agree as follows:

1. Design and Construction. The School or its agents shall design and construct the Relocated Sewer and perform the Relocated Sewer Work as described in this Agreement at the sole cost of the School and at no cost to the District. The School shall reimburse the District for fees and costs it incurs in connection with the Relocated Sewer Work, as described in Section 9 below.
2. Plans and Specifications. The School shall cause to be prepared detailed engineering plans and specifications for the Relocated Sewer and the Relocated Sewer Work, in accordance with the District's drafting and design standards, and shall submit such plans and specifications to the District for the District's prior review and approval in writing. The plans and specifications will be designated as District's Drawing No. JO-p-477 (the "**Plans**"). After the District has approved, signed and released the Plans to the School, the School shall incorporate the Plans into the bid documents for the Project in order to perform the Relocated Sewer Work. The School shall not perform, and shall not permit to be performed, any Relocated Sewer Work unless and until the District has approved, signed, and released the Plans to the School.
3. Property Rights.
 - a) The School, at its sole cost and expense, shall obtain all temporary and permanent easements, licenses, encroachments, agreements, permits, and other approvals (including governmental approvals) as necessary for the construction, operation, repair and maintenance of the Relocated Sewer and the Relocated Sewer Work (collectively, the "**Approvals**"). The School shall provide true, correct, and complete copies of all Approvals to the District prior to the start of the Relocated Sewer Work. The School shall not perform any Relocated Sewer Work unless and until all Approvals have been obtained by the School, and the School has provided true, correct, and complete copies of such Approvals to the District.
 - b) The School shall grant to the District a 15-foot-wide permanent easement, centered over the Relocated Sewer alignment and over those portions of the Existing Sewer alignment through the Property that are upstream and downstream of the Relocated Sewer that will remain in service, as depicted and identified on Exhibit A attached hereto and made a part hereof (the "**Easement Area**"), for the District to operate, maintain, and if necessary, rehabilitate, repair, reconstruct, or replace the Relocated Sewer and the remaining portion of the Existing Sewer through the Property. The easement document shall be in the form attached hereto as Exhibit B and made a part hereof, and in a final form approved by the District (the "**New Sewer Easement**").
 - c) Following completion of the Relocated Sewer Work, the Sewer Easements will be quitclaimed to the School using in the form attached hereto as Exhibit C and made a part hereof (the "**Existing Sewer Easements Quitclaim**") pursuant to the terms and conditions set forth in this Agreement.
 - d) Prior to the start of the Relocated Sewer Work, the School shall submit to the District a draft of the New Sewer Easement for review and approval, and the New Sewer Easement shall be finalized, executed, notarized, and delivered by the School to the District.

- e) The District will hold the New Sewer Easement in trust until completion of construction and the District's acceptance of the Relocated Sewer pursuant to Section 13. The District will accept and record the New Sewer Easement concurrently with recordation of the Bill of Sale for the Relocated Sewer. The District shall then deliver the Existing Sewer Easements Quitclaim document to the School, and the School shall immediately accept the Existing Sewer Easements Quitclaim and record the Existing Sewer Easements Quitclaim no later than ten (10) days after such acceptance.
4. Schedule. The School shall advise the District, in writing, of the anticipated dates for the Relocated Sewer Work at least thirty (30) days prior to the start of construction, and the District may file and record a *Notice of Non-Responsibility* in accordance with California Civil Code Section 8444. The School shall require its construction contractor to diligently pursue completion of the Relocated Sewer Work. If the Relocated Sewer Work has not commenced within four (4) years after the Effective Date, the District shall have the right to terminate this Agreement by providing written notice to the School (the "**District Termination Notice**"). Upon delivery of the District Termination Notice to the School, this Agreement will immediately, automatically and unconditionally terminate without further notice, and the Parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this Agreement. In addition, no later than fifteen (15) days after any termination of this Agreement, the School shall restore the Existing Sewer and the easement area in which the Existing Sewer is located to their original condition existing as of the Effective Date.
5. Construction.
- a) The School shall ensure that the Relocated Sewer Work is performed by a licensed contractor in strict conformance with the Plans and in compliance with the *Standard Specifications for Public Works Construction, 2018 Edition*, the District's *Amendments to the Standard Specifications for Public Works Construction, 2018 Edition* and *Standard Drawings for Construction, 2018 Edition* (collectively, the "**Amended Standard Specifications**"), the Submittals (as defined below) approved by the District, and all applicable laws, regulations, codes, and ordinances, including, without limitation, prevailing wage laws (collectively, "**Laws**"). The School shall be responsible for the timely payment of all fees and costs arising from or related to the Relocated Sewer Work. Following the District's approval of the Plans as set forth above, any changes in the Plans requested by the District and not directly related to changes in field condition, design error and omission, or changes initiated by the School, its contractors or agents, will be at the District's sole expense. The School shall track the costs for post-approval changes requested by the District, notify the District of the costs before starting work on requested changes, and will invoice the District accordingly upon successful completion of the Relocated Sewer Work. The District will not be responsible for any design errors or omissions in the Plans or any conflicting subsurface utilities or changed field conditions encountered by the School during the performance of the Relocated Sewer Work. The School acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, neither the District, nor any of the District Parties (as defined below) has made or shall make any representations or warranties with respect to the Easement Area, the Existing Sewer, the Relocated Sewer, the Relocated Sewer Work, or the Project.
 - b) At least thirty (30) days prior to the start of the Relocated Sewer Work, the School shall provide to the District for review and approval specific shop drawing and engineering data submittals

(“**Submittals**”) pertaining to the Relocated Sewer Work including, without limitation, Submittals concerning trench shoring, sewer pipe, pipe bedding and sub-bedding materials, concrete mix design for manholes, manhole stacking plans, and other Submittals as may be requested by the District. The District will provide the School a complete list of the required Submittals prior to the start of the performance of the Relocated Sewer Work. The School shall ensure that (i) all Submittals are in accordance with Section 3-8 of the Amended Standard Specifications, and (ii) are submitted to the District using the District’s web-based project management application in accordance with Section 3-14 of the Amended Standard Specifications.

- c) The School shall not restrict or obstruct the District’s access to any of the District’s sewers (including the Existing Sewer) for operation, maintenance, repair, and emergency purposes. The School shall sequence and perform all Relocated Sewer Work in a manner that will maintain the District’s sewers (including the Existing Sewer) in service at all times and shall take all steps to prevent the risk of an overflow or an actual overflow from the District’s sewers. This includes, but is not limited to, minimizing the duration of potentially harmful conditions such as the sewer being unearthed/exposed, and ensuring that temporary support and protection measures are in place, such as operational flow diversion and flow bypass systems. If work is conducted in an area near runoff surface or drainage water, then the School shall ensure that the exposed sewer has temporary protection as necessary to prevent damage by such water. The School shall not commence any Relocated Sewer Work unless and until (a) all necessary materials, equipment and labor are in place to complete the work from start to finish, and (b) the School has confirmed that the forecast reflects that the weather at the Property will be clear for at least five (5) consecutive days from the start of the Relocated Sewer Work. In no event shall the School commence any Relocated Sewer Work within forty-eight (48) hours of a rain event.

- 6. Compliance with Laws. The School shall comply with all Laws in connection with the performance of the Relocated Sewer Work, all obligations of the School under this Agreement, and shall indemnify, defend, and hold harmless the District, District No. 15, all other County Sanitation Districts of Los Angeles County, and all of their respective directors, officers, agents, representatives, and employees (collectively, the “**District Parties**”) from all claims, demands, damages, losses, costs, injuries, suits, liabilities and penalties (including attorneys’ fees) (collectively, “**Claims**”) arising out of any failure by the School or its contractors, employees, agents, or representatives to comply with all Laws in connection with the performance of the Relocated Sewer Work and all other obligations of the School under this Agreement. The School shall assume the defense of all actions arising out of the School’s or its agent’s non-compliance with any Laws. The foregoing indemnity survives the termination of this Agreement and/or the Ownership Effective Date (as defined below).

7. Environmental Compliance. The School and its agents, contractors, employees and representatives shall comply with the requirements of the California Environmental Quality Act, California Public Resources Code Section 21000 *et. seq.* and Title 14 of the California Code of Regulations Section 15000 *et. seq.* (collectively, “**CEQA**”). The School shall prepare any studies and related environmental documents necessary for the Relocated Sewer and the Relocated Sewer Work at no cost to the District. The School and its agents, contractors, employees and representatives are also responsible for securing all other environmental permits and clearances as may be required for the Relocated Sewer and the Relocated Sewer Work, including, without limitation, any necessary permits from the California Department of Fish and Wildlife, United States Department of Fish and Wildlife, the Los Angeles County Regional Water Quality Control Board and the United States Army Corps of Engineers (collectively, the “**Regulatory Permit**”) at no cost to the District. The School shall indemnify, defend, and hold harmless the District and all District Parties from and against all Claims, as well penalties, fines, administrative civil liabilities and remediation costs relating to any CEQA or Regulatory Permit challenges or CEQA or Regulatory Permit proceedings involving the Relocated Sewer or the Relocated Sewer Work. The foregoing indemnity survives the termination of this Agreement and/or the Ownership Effective Date.
8. Insurance. The School or its agents shall require its contractor to obtain comprehensive general liability insurance as required by the Amended Standard Specifications. The School or its agents shall require that the contractor name the District, through appropriate endorsements, as an additional insured on the contractor’s policy of liability insurance. The liability insurance certificate must be in accordance with Section 5-4 of the Amended Standard Specifications. The School shall furnish the District with a true, correct, and complete copy of the policy and all required endorsements for review and acceptance prior to commencing the Relocated Sewer Work.
9. Inspection.
 - a) The School shall provide the District with five (5) business days advanced written notice of a preconstruction meeting which shall be held at least ten (10) business days prior to the start of the Relocated Sewer Work. The District will make an inspector available for the preconstruction meeting and throughout the performance of the Relocated Sewer Work.
 - b) The School hereby authorizes the District to inspect the construction of the Relocated Sewer, specifically the sewer pipe, pipe sub-bedding, pipe bedding, pipe laying, pipe testing and manhole construction at any time during the performance of the Relocated Sewer Work. The District’s inspection is, in part, for the purpose of determining whether the District will accept the Relocated Sewer. All other activities such as trenching, consolidation of backfill, and paving/surface restoration conducted by or on behalf of the School must be performed in accordance with local city, county or other governmental requirements and all Laws, and the inspection related to these activities is the sole responsibility of the School; it being understood that in no event shall the School rely upon the any actions of, or documents prepared by, the District in connection with the Relocated Sewer or the Relocated Sewer Work, including, without limitation, the District’s inspections or performance of any survey.
 - c) The School shall perform all surveying required to perform the Relocated Sewer Work and shall produce as-built drawings that are stamped by a Registered Professional Civil Engineer or Registered Land Surveyor licensed to practice in the State of California. Immediately upon

completion of the Relocated Sewer Work, the School shall submit such as-built drawings to the District for review and approval. During the School's performance of the Relocated Sewer Work, the District, at no cost to the School, may survey the work being performed by the School or its contractor to verify grade and alignment of the Relocated Sewer and conduct a final survey of the Relocated Sewer.

- d) The School shall, upon request from the District, make available for inspection by a District representative the sewer pipe and manholes at the manufacturer's facility. The School agrees that all sewer pipe and manhole shafting must be approved by a District's representative, in writing, prior to delivery to the Property. Any and all pipe materials delivered to the Property without prior inspection by the District will be cause for rejection by the District. If the pipe materials are rejected by the District, the School shall take steps required by the District to ensure that such rejected pipe materials (including, without limitation, sewer pipe and manhole shafting) are replaced or repaired in a manner that is satisfactory to the District.
- e) Upon completion of the Relocated Sewer Work and before placing the Relocated Sewer into service, the School shall conduct, at no cost to the District, a closed-circuit television ("CCTV") inspection of the Relocated Sewer in accordance with Section 500-3.4 of the Amended Standard Specifications and as directed by the District. The School shall immediately submit the CCTV DVDs and printed reports to the District for review and written approval. The School shall replace any and all damaged or poorly constructed pipe and pipe joints, as determined by the District (in its sole and absolute discretion) and at no cost to District. Upon completion of construction and any repairs and/or replacements to the Relocated Sewer to the sole satisfaction of the District, the District will provide the School with written notification approving the Relocated Sewer ("**Relocated Sewer Approval**").
- f) Following Relocated Sewer Approval, the School may request that the District place the Relocated Sewer into service before the District accepts ownership of the Relocated Sewer (as described in Section 13 below). If the Relocated Sewer is placed into service before its acceptance by the District, the School shall indemnify the District as described in Section 14(a)(i).

10. Reimbursement of District's Costs.

- a) Actual District's Costs – Notwithstanding anything to the contrary in this Agreement, the School shall construct the Relocated Sewer and perform all Relocated Sewer Work at no cost to the District and shall reimburse the District for the actual cost of the District's staff to provide inspection, as described in Section 9, as well as the actual cost of the District's staff to review and approve Submittals (collectively, the "**District's Costs**"). The District's Costs will include benefits and overhead added to total salaries, wages, and equipment costs. The District shall maintain records of the District's Costs in accordance with recognized accounting principles.
- b) Deposit of Estimated District's Costs – The District estimates the District's Costs to be approximately \$50,000 ("**Estimated District's Costs**"). Concurrently with the School's execution of this Agreement, the School shall pay to the District the Estimated District's Costs.
- c) Final Invoice – The District will furnish to the School within ninety (90) calendar days after the District approves and accepts the Relocated Sewer, an invoice that provides a final accounting of

the District's Costs, including an itemization of names, number of hours, and hourly wage. If the final invoice shows a balance due to the District, then the School shall pay the balance due to the District within forty-five (45) calendar days after the date of the final invoice. If the final invoice shows any remainder amounts due to the School, then the District shall refund the remaining portion of the Estimated District's Costs to the School within forty-five (45) calendar days after the date of the final invoice.

11. Notice of Completion. Upon receipt of Relocated Sewer Approval from the District, the School shall sign, verify and record a *Notice of Completion* in accordance with California Civil Code Section 8182 and in the general form of Exhibit D and in a final form approved by the District.
12. Bill of Sale. Upon recordation of the *Notice of Completion*, and at no cost to the District, the School shall execute and deliver to the District, free and clear of any claims, liens, or encumbrances, title to the Relocated Sewer and appurtenances by way of a recordable *Bill of Sale* in the general form of Exhibit E and in a final form approved by the District.
13. Acceptance of Relocated Sewer. The District will accept ownership and maintenance of the Relocated Sewer effective on the date the District records the *Bill of Sale* with a *Certificate of Acceptance*, which will be no later than ninety (90) calendar days after recordation of the *Notice of Completion* (the "**Ownership Effective Date**") and only if the District determines that:
 - a) The School and the construction contractor have constructed the Relocated Sewer in strict conformance with the Plans, and in compliance with the Amended Standard Specifications and all Laws; and
 - b) The School has fully performed and satisfied all terms and conditions of this Agreement; and
 - c) No legal actions or stop notice claims are pending or threatened concerning any of the provisions of this Agreement or any work of construction provided for in this Agreement; and
 - d) There are no liens or stop notices filed or recorded in connection with the Relocated Sewer, the School has fully complied with California Civil Code Sections 9356 and 8182, and at least sixty (60) calendar days have elapsed since the recording of the *Notice of Completion*.
14. Indemnity. Except as set forth in Section 14(a)(iii) below, this indemnity provision will survive the termination of this Agreement and will continue in effect for thirty (30) years after the Ownership Effective Date.
 - a) The School shall be responsible for all costs, expenses, losses, fines, penalties, civil administrative liabilities and liabilities relating to or arising from the Relocated Sewer Work and shall indemnify, defend and hold harmless the District and all District Parties from and against any and all Claims, including, without limitation, claims for personal injury or property damages, penalties, fines, administrative civil liabilities and remediation costs arising from or in any way associated with the following:
 - (i) Ownership, operation or maintenance of the Relocated Sewer before the Ownership Effective Date;

- (ii) Construction of the Relocated Sewer and all Relocated Sewer Work before the Ownership Effective Date, including but not limited to trenching, backfill work above the pipe zone and surface restoration work;
 - (iii) Product or design defects in the sewer pipe or related appurtenances in the Relocated Sewer, discovered no more than five (5) years after the Relocated Sewer begins to operate, provided that such defect(s) was/were present prior to the Ownership Effective Date; or
 - (iv) Any overflows or spills of wastewater resulting from the Relocated Sewer prior to the Ownership Effective Date.
- b) The District shall hold the School and its officers, agents and employees harmless from all claims, demands, costs, expenses, liabilities or losses, and assume the defense of all actions for any damages or injuries arising out of the use, ownership, operation, or maintenance of the Relocated Sewer from and after the Ownership Effective, except that the School shall remain liable for claims, demands, costs, expenses and liability or loss relating to or arising from the Relocated Sewer Work as provided in Section 14(a).
- c) The School's duty to defend the District pursuant to Section 14(a) is independent of its duty to indemnify the District, and the duty to defend shall apply immediately upon the School becoming aware of any claims potentially subject to the duty to indemnify, provided such defense shall be provided by counsel selected by the School and reasonably acceptable to the District.
15. No Attribution of Sewer Capacity. This Agreement does not provide the School with any right to sewer capacity in the District's sewerage system or constitute any waiver or reduction of any charge that would otherwise be due to the District.
16. District's Delegation of Authority. The District hereby delegates to the Chief Engineer and General Manager (the "**Chief Engineer**") the authority to act on behalf of the District in carrying out the terms of this Agreement. The Chief Engineer, or his or her designee, may accept without further Board of Directors action, the Bill of Sale for the Relocated Sewer and the New Sewer Easement on behalf of District and make other determinations and approvals on behalf of the District to fulfill all responsibilities of the District under this Agreement.
17. Project Manager. The School designates as its project manager Mr. Jason Shaw, the School's Director of Facilities, 1620 E. Huntington Drive, Duarte, California 91010, (909) 725-6893 (the "**Project Manager**"). The School shall provide the District with immediate written notification of any change to the Project Manager or his/her contact information.
18. School's Delegation of Authority. The School hereby delegates to Mr. Jason Shaw, its Director of Facilities, the authority to act on behalf of the School in carrying out the terms of this Agreement. Mr. Shaw may execute, after direct Board of Education action and approval, this Agreement, the Bill of Sale, the New Sewer Easement, and the Existing Sewer Easements Quitclaim on behalf of the School. Mr. Shaw may execute, without further Board of Education action, the Notice of Completion on behalf of the School, and may make other determinations and approvals on behalf of the School to fulfill all responsibilities of the School under this Agreement.

19. General Provisions.

- a) The Parties shall do additional acts as may be deemed reasonably necessary by the Chief Engineer and Project Manager to carry out the purpose of this Agreement.
- b) This Agreement contains the entire agreement between the Parties concerning the Relocated Sewer and supersedes any prior agreements between the Parties with respect to the Relocated Sewer. Any subsequent representations or modifications will be of no force or effect, except for a subsequent modification in writing executed by both Parties.
- c) If the Project, which precipitated this Agreement, is cancelled or modified to eliminate the necessity of the construction of the Relocated Sewer, the School shall notify the District in writing and may terminate this Agreement at any time prior to the start of construction by providing thirty (30) days prior written notice to the District (the “**School Termination Notice**”). Upon delivery of the School Termination Notice to the District, this Agreement will immediately, automatically, and unconditionally terminate without further notice, and the Parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this Agreement. In addition, no later than fifteen (15) days after such termination, the School shall restore the Existing Sewer to its original condition existing as of the Effective Date.
- d) If any term or provision of this Agreement is held to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected.
- e) Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly.
- f) A waiver of any breach of any provision of this Agreement or of any failure to comply with any requirement of this Agreement will not be deemed a waiver of any other provision or requirement of this Agreement, and no waiver will be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act will not be deemed an extension of time for performance of any other obligation or act. Time is of the essence with respect to the School’s performance of its obligations under this Agreement.
- g) This Agreement is to be executed in duplicate originals to be retained by each Party. This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. A facsimile or electronic signature shall be deemed to be the equivalent of an original signature and shall be effective to bind a party hereto.
- h) The School shall not transfer, assign, convey, or sell any of its obligations under this Agreement without the prior written consent of the District, which consent may be withheld in the District’s sole and absolute discretion. This Agreement will inure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns.
- i) This Agreement is to be governed and construed in accordance with California law.

- j) Each Party shall execute and deliver any instruments, and perform any actions that may be necessary, or reasonably requested, in order to give full effect to this Agreement.
- k) In the event any action is instituted by a Party to interpret or enforce this Agreement, the prevailing Party in such action (as determined by the court, agency or other authority before which such suit or proceeding is commenced), shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the decision maker.
- l) Each individual signing this Agreement warrants and represents that he or she has the full authority to execute the Agreement on behalf of the Party on whose behalf he or she so signs, that he or she is acting within the scope of such authority, and that this Agreement shall be binding upon and enforceable against the Party on whose behalf he or she so signs by virtue of such signature.

[Signatures appear on following page]

The parties are signing this Agreement as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

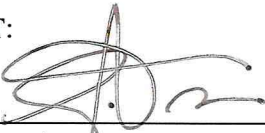
Secretary to the Board

APPROVED BY:

**COUNTY SANITATION DISTRICT NO. 15
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:



Dr. Gordon Amerson
Secretary to the Board

DUARTE UNIFIED SCHOOL DISTRICT

By:  _____

Name: Tiffany Bell

Title: Asst. Superintendent-Business Svcs.

CITY

OF

Bloomdale St

Brycedale Ave

MH B 729

APN 8530-021-905
(DUARTE UNIFIED SCHOOL DISTRICT)

MH B 728A

JOINT OUTFALL B - UNIT 8H

DUARTE





Portion of Existing Sewer to be Abandoned/Removed

HIGH

MH B 728

SCHOOL

Legend

-  Proposed Relocated Sewer
-  Proposed 15 ft Wide Easement Area
-  Existing Joint Outfall B Unit 8H Trunk Sewer
-  Existing 10 ft Wide Easements to be Quitclaimed

Sources: LA County Assessor Parcel Landbase, LA County Public Works CAMS Street Centerline, County Sanitation Districts of Los Angeles County Sewer Base.

DUARTE

Central Ave

MH B 727

SEWER RELOCATION FOR DUARTE HIGH SCHOOL GYM PROJECT

EXHIBIT A



Exhibit B

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

APN 8530-021-905

SEWER EASEMENT

(J.O. "B" Unit 8H Trunk Sewer through Duarte High School Property)

DUARTE UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("**Grantor**"), hereby grants to **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the "**District**"), a perpetual easement ("**Easement**") for sewer purposes, including the right to lay, construct, maintain, rehabilitate, reconstruct, use, and operate sewers and appurtenances, in, on, under, over, through, and across the real property situated in the City of Duarte, County of Los Angeles, described on Exhibit 1 and depicted on Exhibit 2 (the "**Easement Area**").

This Easement includes the right of the District and its agents to enter upon and to pass and repass over and along the Easement Area, the right to deposit tools, implements, and other materials on the Easement Area for the purposes described in this Easement, and the right to enter upon and use the land adjoining and/or adjacent to the Easement Area as necessary for the purpose of ingress/egress.

Grantor shall not: 1) construct, install, demolish or remove any improvements in, on, over, under, across or through the Easement Area without the prior written consent of the District, which shall not be unreasonably withheld; or 2) cause or allow the weight loads over the Easement Area to be increased without the prior written consent of the District, which shall not be unreasonably withheld; or 3) construct or install adjacent to the Easement Area any improvements that may adversely impact the District's sewer without the prior written consent of the District, which shall not be unreasonably withheld.

This Easement runs with the land and will bind the respective successors and assigns of Grantor and the District.

Dated this _____ day of _____, 20__.

DUARTE UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

[Signature must be notarized]
(Exhibits 1 and 2 to be prepared by Grantor)

Exhibit C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

APN 8530-021-905

QUITCLAIM DEED

(J.O. "B" Unit 8H Trunk Sewer through Duarte High School Property)

COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.*, hereby remises, releases, and forever quitclaims to **DUARTE UNIFIED SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of California, all its right, title, and interest acquired under and by virtue of that certain *Sewer Easement*, as described in deed recorded on August 25, 1955 as Document No. 4295 in Book 48769, Page 103 of Official Records in the Office of the Recorder of Los Angeles County, and that certain *City of Duarte Resolution No. 62-3*, recorded on October 15, 1962 as Document No. 3697 in Book D1788, Page 377 of Official Records in the Office of the Recorder of Los Angeles County and as depicted on Exhibit 1.

Dated this _____ day of _____, 20__.

**COUNTY SANITATION DISTRICT NO. 15
OF LOS ANGELES COUNTY**

By: _____
Name: _____
Title: _____

[Signature must be notarized]

(Exhibit 1 to be prepared by District)

Exhibit D

Recording Requested By:
(Owner Name)
(Street Address)
(City, State Zip)

|

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(J.O. "B" Unit 8H Trunk Sewer Relocation Between Manholes B727 and B729)

In accordance with the provisions of California Civil Code Section 8182, **DUARTE UNIFIED SCHOOL DISTRICT**, the owner of the work of improvement hereinafter described, hereby gives the following notice:

1. The date of completion of the work of improvement hereinafter described is (Completion Date).
2. The owner of the work of improvement is (Owner Name), (Owner Address).
3. The nature of the interest or estate of the owner is a fee interest.
4. The work of improvement is located all within the City of Duarte, California and is particularly described as follows:

(Insert description and location of Relocated Sewer)

5. The name of the original contractor for the work of improvement is (All Contractors).

Dated this _____ day of _____, 20__.

DUARTE UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

[Signature must be notarized]

Exhibit E

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION
DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

APN 8530-021-905

BILL OF SALE

(J.O. "B" Unit 8H Trunk Sewer Relocation Between Manholes B727 and B729)

DUARTE UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("**Grantor**"), hereby grants to **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the "**District**"), the following described improvements (the "**Improvements**"):

(Insert description and location of Relocated Sewer)

Grantor hereby represents, warrants and covenants to the District that the Improvements are free and clear of and from all liens, claims, encumbrances, pledges, hypothecations, and security interests and that Grantor has the full right, power, and authority to grant, convey, and sell the Improvements, and Grantor, its successors and assigns, shall warrant and defend the grant, conveyance, and sale of the Improvements against any and all lawful liens, claims, encumbrances, pledges, hypothecations, and security interests of all persons or entities claiming by, under, or through them.

This Bill of Sale inures to the benefit of the District and its successors and assigns and is binding upon Grantor and its successors and assigns.

Dated this _____ day of _____, 20__.

DUARTE UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

[Signature must be notarized]