

SEWER RELOCATION AGREEMENT
(Colorado Lagoon Restoration Project)

This Sewer Relocation Agreement (“**Agreement**”) is dated _____, 2021 (the “**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 3 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 the **CITY OF LONG BEACH**, a California municipal corporation (the “**City**”). The District and the City are each a “**Party**” and together are the “**Parties.**”

The District owns, operates and maintains an approximately 5,300-foot long public sanitary sewer in the City that is known as the Marina Relief Trunk Sewer, Section 1B (“**Existing Sewer**”). The City issued the District Excavation Permit No. 3-931.18.10 in 1966 for construction of the Existing Sewer, which the District completed and placed into service in 1969.

A portion of the Existing Sewer alignment is located in Colorado Street, between Orlena Avenue and Nieto Avenue, in what was public right of way at the time of construction of the Existing Sewer. In 2012, the City completed a land swap with the State of California that resulted in the vacation of portions of Colorado Street between Orlena Avenue and Nieto Avenue. However, the City did not reserve an easement in favor of the District for the Existing Sewer.

The City is preparing plans and specifications for construction of the Colorado Lagoon Restoration Project (“**Project**”). The Project includes construction of an open channel under Colorado Street, between Orlena Avenue and Nieto Avenue, to replace an existing underground culvert between the Colorado Lagoon and Marine Stadium.

Construction of the Project would 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 City proposes to construct an approximately 545-foot long inverted sewer siphon under the proposed open-channel storm drain and remove the portion of the Existing Sewer interfering with the Project (together, the “**Relocated Sewer**”). The location of the Relocated Sewer is shown on Exhibit A.

The Relocated Sewer alignment will cross through portions of Colorado Street that are vacated and now property of the City. The City shall grant the District an easement for the Relocated Sewer alignment through the portions of Colorado Street that are City property.

The District has determined that the construction of the Relocated Sewer, if carried out as provided in this Agreement, will not adversely impact the remaining portions of the District’s sewerage system or otherwise adversely affect the District’s operations.

The Parties intend by this Agreement to provide for the District's takeover of the Relocated Sewer, upon certain conditions.

The District and the City therefore agree as follows:

1. Design and Construction. The City or its agents shall design and construct the Relocated Sewer as described in this Agreement at the sole cost of the City and at no cost to the District. The District will not charge the City for (a) review and approval of the Plans (as defined below), (b) review and approval of Submittals (as defined below), or (c) inspection during construction of the Relocated Sewer, as described in Section 9.
2. Plans and Specifications. The City or its agents shall prepare detailed engineering plans and specifications for the Relocated Sewer, in accordance with the City's and District's drafting and design standards, and shall submit those plans and specifications to the District's Chief Engineer and General Manager (the "**Chief Engineer**") for review and approval, in writing. The plans and specifications will be designated as District's Drawing No. 03-p-64 (the "**Plans**"). After the Chief Engineer has approved, signed and released the Plans to the City, the City shall incorporate the Plans into the bid documents for the Project in order to construct the Relocated Sewer.
3. Property Rights.
 - a) The City or its contractors or agents shall obtain all temporary and permanent easements, licenses, encroachments, pipeline agreements, permits, and other approvals (including governmental approvals) as necessary for the construction, operation, repair and maintenance of the Relocated Sewer (collectively, "**Approvals**"). The City shall provide originals or copies of each of those Approvals to the District prior to the start of construction of the Relocated Sewer.
 - b) The Relocated Sewer alignment will be constructed through portions of City property. As described in more detail below, the City shall convey, or cause to be conveyed, to the District permanent easement(s) for the District to assume ownership and to operate, maintain, and if necessary, rehabilitate, repair, reconstruct, or replace the Relocated Sewer. The easement document shall be in a form similar to Exhibit B, and in a final form approved by District Counsel.
 - c) The City shall submit to the District drafts of all easement document(s) for review and approval during the design phase of the Relocated Sewer, and those document(s) shall be finalized, executed, notarized, and delivered by the City to the District prior to the start of construction of the Relocated Sewer. The District shall not sign or release the final Plans for construction of the Relocated Sewer until the District has received all duly executed and notarized easement document(s) from the City. The District will hold on file the easement document(s) until the completion of construction and

District's acceptance of the Relocated Sewer pursuant to Section 13. Upon completion of the Relocated Sewer, the District will accept and record the easement document(s).

4. Schedule. The City shall advise the District of the anticipated dates for construction of the Relocated Sewer 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 City shall require its construction contractor to diligently pursue completion of the construction of the Relocated Sewer. If construction of the Relocated Sewer is not completed within four (4) years after the Effective Date, the Chief Engineer may terminate this Agreement in his or her sole and absolute discretion by providing written notice to the City (the "**District Termination Notice**") and/or may exercise any and all rights and remedies under this Agreement, at law or equity. Upon delivery of the District Termination Notice to the City, 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 City shall restore the Existing Sewer to its original condition existing as of the Effective Date.

5. Construction.
 - a) The City shall ensure that the Relocated Sewer is constructed by an appropriately 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 Drawing for Construction, 2018 Edition* (collectively, the "**Amended Standard Specifications**"), the Submittals as approved, in writing, by the District, and all applicable laws, regulations, codes, and ordinances (collectively, "**Laws**"). The City shall assume all financial responsibility for all fees and costs arising from or related to the construction of the Relocated Sewer. Following the Chief Engineer's approval of the Plans, 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 City, its contractors or agents, will be at the District's sole expense. The City 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 construction of the Relocated Sewer. 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 City during construction.

 - b) The City shall provide to the District for review and approval specific shop drawing and engineering data submittals ("**Submittals**") pertaining to the construction of the

Relocated Sewer such as, trench shoring, sewer pipe, pipe bedding and subbedding materials, concrete mix design for manholes, manhole stacking plan, and the like. The District will provide the City a complete list of the required Submittals prior to the start of construction. The City shall ensure that all Submittals are in accordance with Section 3-8 of the Amended Standard Specifications and must be 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 City 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 City shall sequence and perform construction work related to the Relocated Sewer in a manner that will maintain the District's sewers (including the Existing Sewer) in service at all times and prevent the risk of an overflow from the District's existing sewers. This includes, but is not limited to, minimizing the duration of the following conditions: sewer is unearthed/exposed, temporary supports and protection measures are in place, flow diversion and flow bypass is operational, and the like. If work is conducted in an area near runoff, surface or drainage water, then the City shall ensure that the exposed sewer has temporary protection, as necessary, to prevent damage by such water. The City shall not commence any work for the construction of the Relocated Sewer unless and until (a) all necessary materials, equipment and labor are in place to complete the work from start to finish, and (b) the City has confirmed that the forecast reflects that the weather will be clear for at least five (5) consecutive days from the start of the construction work. In no event shall the City commence any work for the construction of the Relocated Sewer within forty-eight (48) hours of a rain event.
6. Public Work. The City acknowledges that the construction of the Relocated Sewer may be regarded as a public work and that there are legal requirements applicable to a project regarded as a public work including, but not limited to, the payment of prevailing wages, the method of selecting a contractor, the selection of subcontractors and the administration of the construction contract. The City shall identify and comply with all Laws, and shall indemnify, defend, and hold harmless the District, all other County Sanitation Districts of Los Angeles County and their respective directors, officers, agents and employees from all claims, damages, losses, costs, liabilities and penalties (including attorneys' fees) arising out of any failure by the City or its contractors or agents to comply with all Laws. The City shall assume the defense of all actions arising out of the City's or its agent's non-compliance with any Laws. The foregoing indemnity survives the termination of this Agreement and/or the acceptance of the Relocated Sewer by the District.

7. California Environmental Quality Act (“CEQA”). The City or its agents shall comply with CEQA and prepare any environmental documents necessary for the Relocated Sewer and the construction thereof at no cost to the District. The City shall indemnify, defend and hold harmless the District, all other County Sanitation Districts of Los Angeles County and their respective directors, officers, agents and employees, from and against all claims, demands, actions, costs, liabilities, losses, damages, including reasonable attorney’s fees, penalties, fines, administrative civil liabilities and remediation costs relating to any CEQA challenges or CEQA proceedings involving the Relocated Sewer or the construction thereof. The foregoing indemnity survives the termination of this Agreement and/or the acceptance of the Relocated Sewer by the District.
8. Insurance. The City or its agents shall require its contractor to obtain comprehensive general liability insurance as required by the Amended Standard Specifications. The City 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 City shall furnish the District with a true, correct, and complete copy of the policy and all required endorsements for review and acceptance prior to beginning construction of the Relocated Sewer.
9. Inspection.
 - a) The City shall provide the District with five (5) business days advanced notice of a preconstruction meeting which shall be held at least ten (10) business days prior to the start of physical work. The District will make an inspector available for the preconstruction meeting and throughout the duration of construction of the Relocated Sewer.
 - b) The City hereby authorizes the District’s staff to inspect the construction of the Relocated Sewer, specifically the sewer pipe, pipe subbedding, pipe bedding, pipe laying, pipe testing and manhole construction. 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, paving, and street work installed by or on behalf of the City must be performed in accordance with local city, county or other governmental requirements and Laws, and the inspection related to these activities is the sole responsibility of the City.
 - c) The City shall perform all surveying required to construct the Relocated Sewer 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. The City shall, when the construction work has been approved by the District’s Field Engineering Section, submit these as-built drawings for the approval of the Chief Engineer and obtain his or her written approval. During construction, the District, at

no cost to the City, may survey the work being performed by the City or its contractor to verify grade and alignment of the Relocated Sewer and conduct a final survey of the Relocated Sewer.

- d) The City shall, upon request from the District, make available for inspection by a District representative the sewer pipe and manholes at the manufacturer's facility. All sewer pipe and manhole shafting must be approved by a District's representative, in writing, prior to delivery to the job site. Any and all pipe materials delivered to the job site without prior District inspection will be cause for rejection.
- e) Upon completion of construction and before placing the Relocated Sewer into service, the City 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 City shall submit the CCTV DVDs and printed reports to the District's Field Engineering Section for review. The City shall replace any and all damaged or poorly constructed pipe and pipe joints, as determined by the District and at no cost to District. Upon the satisfactory completion of construction and any repairs to the Relocated Sewer, the District will provide the City with written notification approving the Relocated Sewer ("**Relocated Sewer Approval**").
- f) Following Relocated Sewer Approval, the City 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 City shall indemnify the District as described in Section 14(a)(i).

10. Intentionally Omitted.

11. Notice of Completion. Upon receipt of Relocated Sewer Approval from the District, the City shall sign, verify and record a *Notice of Completion* in accordance with California Civil Code Section 8182 and in the general form of Exhibit C.

12. Bill of Sale. Upon recordation of the *Notice of Completion*, and at no cost to the District, the City 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 form and content reasonably acceptable to the Chief Engineer and approved by District's Counsel, and in the general form of Exhibit D.

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* and only if the Chief Engineer determines to his or her reasonable satisfaction that:
- a) The City 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 City 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 City 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 twenty (20) years after acceptance of the Relocated Sewer by the District.
- a) The City shall be responsible for all costs, expenses, losses, fines, penalties, civil administrative liabilities and liabilities relating to the construction of the Relocated Sewer and shall indemnify, defend and hold harmless the District, all other County Sanitation Districts of Los Angeles County and their respective directors, officers, agents, representatives, and employees from all claims, demands, actions, costs, liabilities, losses, suits, damages, including reasonable attorney's fees, 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 its acceptance by the District;
 - (ii) Construction of the Relocated Sewer before its acceptance by the District, including but not limited to trenching, backfill work above the pipe zone and pavement work;
 - (iii) Product or design defects, discovered no more than three (3) years after the Relocated Sewer begins to operate, provided that the condition or circumstance

affecting the Relocated Sewer was present prior to the District's acceptance of the Relocated Sewer;

- (iv) Any overflows or spills of wastewater resulting from the Relocated Sewer prior to its acceptance by the District.
 - b) The District shall hold the City and its officers, agents and employees harmless from all claims, demands, costs, expenses and liability or loss, 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 after the District accepts the Relocated Sewer, except that the City shall remain liable for claims, demands, costs, expenses and liability or loss arising from construction of the Relocated Sewer as provided in Section 14(a).
 - c) The City'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 City becoming aware of any claims potentially subject to the duty to indemnify, provided such defense shall be provided by counsel selected by the City and reasonably acceptable to the District.
15. No Attribution of Sewer Capacity. This Agreement does not provide the City 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 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 action, the Bill of Sale for the Relocated Sewer and any required easements, licenses and/or encroachment permits 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 City designates as its project manager Ms. Angelina Castellanos, whose address is City of Long Beach Public Works Department, 411 W. Ocean Boulevard, Long Beach, California 90802 and telephone number is (562) 570-6256 (the "**Project Manager**"). The City shall provide the District with immediate written notification of any change to the Project Manager or his/her contact information.
18. City's Delegation of Authority. The City hereby delegates to the Project Manager the authority to act on behalf of the City in carrying out the terms of this Agreement. The Project Manager may execute, without further the City Council action, the Notice of Completion, Bill of Sale, and the granting of any required easements on behalf of the City and make other determinations and approvals on behalf of the City to fulfill all responsibilities of the City 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 City shall notify the District in writing and may terminate this Agreement at any time prior by providing thirty (30) days written notice to the District (the “**City Termination Notice**”). Upon delivery of the City 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 City 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.
- 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.
- h) The City 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. 3
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

CITY OF LONG BEACH

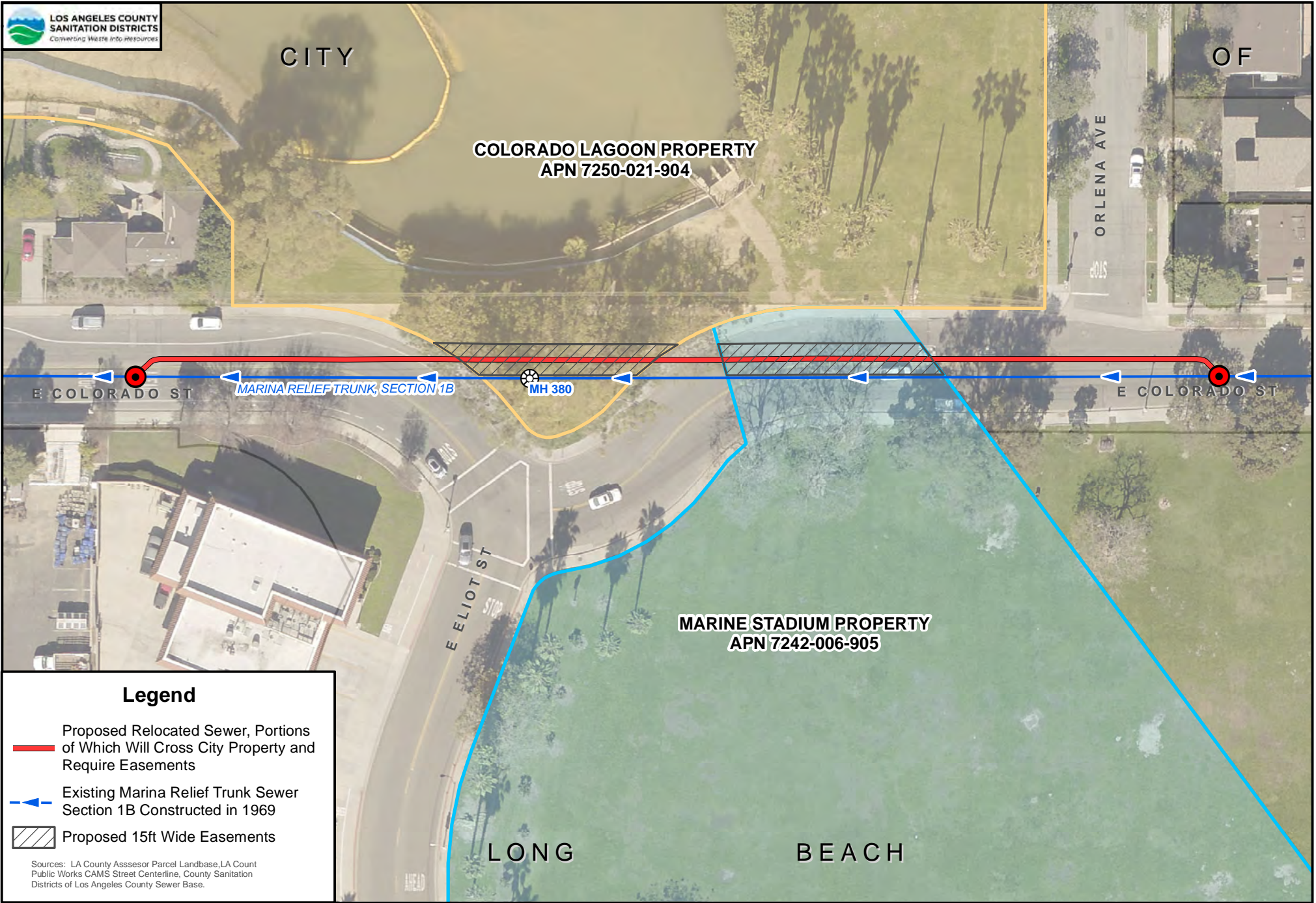
By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Legend

- Proposed Relocated Sewer, Portions of Which Will Cross City Property and Require Easements
- Existing Marina Relief Trunk Sewer Section 1B Constructed in 1969
- Proposed 15ft Wide Easements

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

SEWER RELOCATION FOR COLORADO LAGOON RESTORATION PROJECT EXHIBIT A

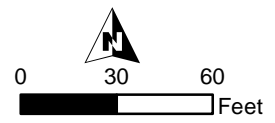


Exhibit B

**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

APNs 7250-021-904 and 7242-006-905

SEWER EASEMENT

CITY OF LONG BEACH, a California municipal corporation, (“**Grantor**”) hereby grants to **COUNTY SANITATION DISTRICT NO. 3 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 Long Beach, County of Los Angeles, legally described on Exhibit 1 and depicted on Exhibit 2 (the “**Easement Area**”).

This Easement also 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 the Easement Area as necessary for the purpose of ingress/egress.

District acknowledges that the Easement Area will contain several other utilities in addition to District’s sewer facilities, and District approves of such utilities as described and depicted in those certain Plans for the Colorado Lagoon Open Channel Phase 2A (R-7176) (“**Approved Utilities**”). After installation of the Approved Utilities, Grantor shall not: 1) construct, install, demolish or remove any improvements in, on, over, under, across or through the Easement Area without the express 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 express 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 express 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.

Grantor is signing this instrument on _____, 20____.

CITY OF LONG BEACH

By: _____
Name: _____
Title: _____

[Signature must be notarized]

[Exhibits 1 and 2 to be prepared by City of Long Beach]

Exhibit C

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



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Marina Relief Trunk Sewer Section 1B Relocation Between Manholes 03 0379 and 03 0381)

In accordance with the provisions of California Civil Code Section 8182, **CITY OF LONG BEACH**, 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 (Long Beach), 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__.

CITY OF LONG BEACH

By: _____

Name: _____

Title: _____

[Signature must be notarized]

Exhibit D

**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

Exempt from Doc. Transfer Tax per R&TC §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

BILL OF SALE

(Marina Relief Trunk Sewer Section 1B Relocation Between Manholes 03 0379 and 03 0381)

CITY OF LONG BEACH, (“Grantor”), hereby grants to **COUNTY SANITATION DISTRICT NO. 3 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__.

CITY OF LONG BEACH

By: _____

Name: _____

Title: _____

[Signature must be notarized]