

ORANGE UNIFIED SCHOOL DISTRICT

RESOLUTION 21-21-22

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
ORANGE UNIFIED SCHOOL DISTRICT
GIVING NOTICE OF INTENTION TO GRANT
A UTILITY EASEMENT TO
CHARTER COMMUNICATIONS**

WHEREAS, ORANGE Unified School District ("School District") has undertaken the construction of a new, state-of-the-art educational facility on the School District's Villa Park High School site. Part of the improvement requires construction of utilities. This type of improvement requires a conveyance of an easement over the land where the utilities are to be installed to Charter Communications ("Charter");

WHEREAS, Charter and the School District agree that this conveyance is necessary and a legal description and map depicting the location of the Easement is attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, the School District desires to provide an easement to Charter for the construction of utilities during the construction process at the Villa Park High School site, with specifications as shown in Exhibit "B";

WHEREAS, pursuant to Education Code section 17556, the governing board of a school district may convey to a private corporation engaged in the public utility business an easement to lay and operate utility lines upon such terms and conditions as the parties thereto may agree, and the parties have reached the agreement displayed in Exhibit "C";

WHEREAS, pursuant to Education Code Section 17557, the School District's governing board must, prior to conveying an easement, adopt a resolution declaring its intention to convey such easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code Section 17557, the School District's governing board must fix a time at its regular place of meeting for a public hearing upon the question of making the conveyance of the Easement; and

WHEREAS, pursuant to Education Code Section 17558, the School District is required to post copies of this Resolution, signed by the Board, in three (3) public places within the School District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the School District, if there is one, or, if there is no such newspaper published in the School District, then in a newspaper published in the county which has a general circulation in the School District.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

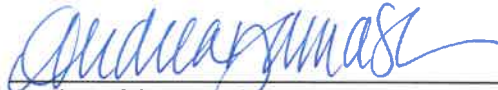
Section 1. That the above recitals are all true and correct.

Section 2. That the School District's governing board ("Board") declares its intent to convey the Easement to Charter Communications upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes February 3, 2022 for a public hearing on the question of the School District's intent to convey the Easement to Charter Communications.

Section 4. The School District staff shall post this Resolution in three (3) public places within the School District's boundaries and publish notice of the adoption of this Resolution in compliance with Education Code Section 17558.

ADOPTED, SIGNED AND APPROVED this 13th day of January, 2022.



Andrea Yamasaki
President of the Governing Board for the
Orange Unified School District

I, Ana Page, clerk of the Board of Education for the Orange Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 13th day of January, 2022, and that it was so adopted by the following vote:

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0



Ana Page
Clerk of the Governing Board for the
Orange Unified School District

Exhibit A: Legal Description

Attached to and Forming a Part of
Easement Agreement
Between

ORANGE UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA
And
SPECTRUM PACIFIC WEST, LLC, as Operator

Legal Description
VILLA PARK HIGH SCHOOL
18042 TAFT AVE
VILLA PARK, CA 92861
APN 372-232-02

THE ABOVE-DESCRIBED EASEMENT SHALL BE LOCATED ON THE FOLLOWING
PORTION OF SAID PROPERTY:

SPECIFIED LIMITS BELOW AND ON THE PROCEEDING EXHIBIT "A" DRAWING.

SOUTH 2° 1' 21" EAST 230 FEET, THENCE SOUTH 69° 53' 30" WEST 60 FEET,
THROUGH A CENTRAL ANGLE OF 37° 48' 51" AN ARC DISTANCE OF 132 FEET,
THENCE SOUTH 1° 29' 49" EAST 50 FEET, THENCE SOUTH 88° 50' 51" WEST 180
FEET, THENCE SOUTH 58° 14' 45" WEST 26 FEET, THENCE SOUTH 88° 35' 42" WEST
22 FEET, THENCE SOUTH 11° 51' 44" WEST 96 FEET, THENCE SOUTH 88° 35' 42"
WEST 20 FEET, THENCE SOUTH 14° 38' 54" WEST, THENCE SOUTH 88° 14' 49" WEST
178 FEET, THENCE SOUTH 1° 45' 11" EAST 2.5 FEET, THENCE SOUTH 88° 27' 17"
WEST 179 FEET, THENCE SOUTH 87° 0' 11" WEST 293 FEET, THENCE SOUTH 74° 21'
58" WEST 27 FEET, THENCE SOUTH 2° 28' 9" EAST 152 FEET, THENCE SOUTH 87° 31'
51" WEST 5 FEET TO THE PARCEL BOUNDARY LINE. NORTH 2° 28' 9" WEST 155
FEET, THENCE NORTH 74° 21' 58" EAST 29 FEET, THENCE NORTH 87° 0' 8" EAST 293
FEET, THENCE NORTH 88° 27' 17" EAST 179 FEET, THENCE NORTH 0° 47' 41" EAST
2.5 FEET, THENCE NORTH 88° 14' 49" EAST 178', THENCE NORTH 14° 38' 54" EAST 34
FEET, THENCE NORTH 88° 35' 42" EAST 20 FEET, THENCE SOUTH 11° 51' 44" WEST
96 FEET, THENCE NORTH 88° 35' 42" EAST 22 FEET, THENCE NORTH 58° 14' 45"
EAST 26 FEET, THENCE NORTH 88° 50' 51" EAST 108 FEET, THENCE NORTH 1° 31'
30" WEST 50 FEET, THROUGH A CENTRAL ANGLE OF 38° 32' 38" AN ARC DISTANCE
OF 132 FEET, THENCE NORTH 69 THROUGH A CENTRAL ANGLE OF 37° 48' 51" AN
ARC DISTANCE OF 132 FEET, 53' 30" EAST 60 FEET, THENCE NORTH 2° 1' 21" WEST
230 FEET, THENCE NORTH 87° 58' 39" EAST 5 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

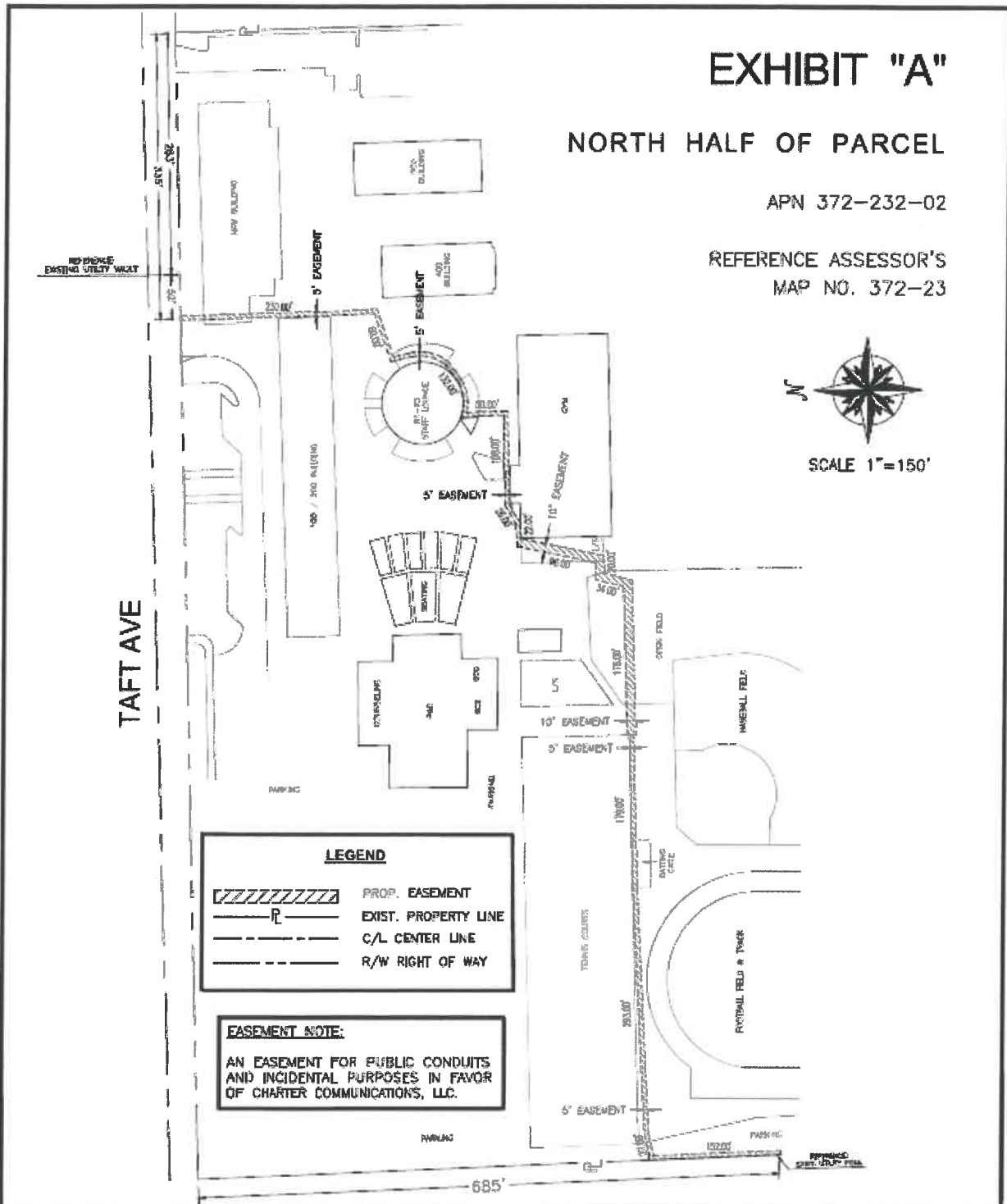
NORTH HALF OF PARCEL

APN 372-232-02

REFERENCE ASSESSOR'S
MAP NO. 372-23



SCALE 1" = 150'



LEGEND

	PROP. EASEMENT
	EXIST. PROPERTY LINE
	C/L CENTER LINE
	R/W RIGHT OF WAY

EASEMENT NOTE:
AN EASEMENT FOR PUBLIC CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF CHARTER COMMUNICATIONS, LLC.

Charter Spectrum
6357 ARIZONA CIR
LOS ANGELES, CA 90045

LES
4160 TONKSCAL CANYON RD, SUITE 205 CORONA, CA 92883
TEL: 951.277.0800 FAX: 951.277.9300

PROJECT ADDRESS:
18042 E TAFT AVE
VILLA PARK, CA 92861
REFERENCE PROJECT: PID# 14537936

Exhibit C: Agreement

Recording Requested By
and When Recorded Mail to:

Orange Unified School District
David Rivera, Assistant Superintendent/CBO
1401 North Handy Street
Orange, CA 92867

GRANT OF EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103

THIS AGREEMENT, made this _____ day of _____, 2022, by and between THE ORANGE UNIFIED SCHOOL DISTRICT, a California school district, hereinafter referred to as “Grantor”, and SPECTRUM PACIFIC WEST, LLC, hereinafter referred to as “Grantee” or “Operator”.

WHEREAS, Grantee desires to acquire a certain easement (“Easement”) in a portion of Grantor’s property commonly known as Villa Park High School (the “Land”), which easement is described and depicted in Exhibit “A” for communications facilities (“Easement Area”).

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement *over/under/on/across* the Land located as described in Exhibit A for so long as the Easement Area is used exclusively for the purposes of installation, maintenance, operation, improvement, removal and repair of Grantee’s cable television system and other communications facilities, including lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment, towers and poles (collectively, “Facilities”). The Facilities shall remain the property of Grantee and are removable at Operator’s option subject to 48 hours written notice and consent as to timing and methodology for removal. Any operations cannot disrupt school operations. The Facilities must be constructed in compliance with the specifications depicted in Exhibit B. Grantor expressly reserves for itself, its successors

and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense. Grantor warrants that it has title to the Easement Area.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee, except to the extent caused by the sole or active negligence or willful misconduct of Grantor. To the fullest extent permitted by law, Grantee hereby agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, or costs arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

10. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On written demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

11. Grantee alone shall pay any and all applicable taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. Grantee may assign this Easement to any entity or individual that is a successor to Grantee as a cable communications franchisee in the Easement Area. Written notice shall be provided to Grantor.

14. All notices to be given by one party to this Easement to the other party hereto shall be in writing, by certified mail to the following addresses:

(i) If to Grantor:
Orange USD, Director of Facilities
1401 North Handy Street
Orange, CA 92867

(ii) If to Grantee:
Charter Communications
3430 E. Miraloma Ave.
Anaheim, CA 92806
Attn: Area Vice President, Field Operations

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attn: Legal Operations

- *Signature page follows* -

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: ORANGE UNIFIED SCHOOL DISTRICT

By _____

Its _____

GRANTEE: SPECTRUM PACIFIC WEST, LLC

BY: CHARTER COMMUNICATIONS INC., ITS MANAGER

By _____

By _____

ACKNOWLEDGMENT

State of California County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
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I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)