

RESOLUTION NO. 17-23-24

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
ORANGE UNIFIED SCHOOL DISTRICT
DECLARING ITS INTENTION TO CONVEY EASEMENT**

WHEREAS, the Orange Unified School District (the “District”) owns and operates its Maintenance and Operations facilities on that certain real property located at 726 W Collins Avenue, in the City of Orange, County of Orange, State of California (the "M&O Site"); and

WHEREAS, the District desires to expand its EV bus infrastructure on the M&O Site and is in need of electrical power for its proposed EV charging stations; and

WHEREAS, the District desires to grant to Southern California Edison Company (“SCE”) an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove the overhead and underground electrical supply systems and internal communication systems for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across, and along those portions of the M&O Site as more particularly described in the Grant of Easement discussed below (the “Electric Easement”); and

WHEREAS, the Electric Easement will be of direct benefit to the District as it will be used to expand the District’s EV bus infrastructure that serves the District’s facilities and schools; and

WHEREAS, the District is authorized to convey the Electric Easement to SCE pursuant to Education Code section 17556 et seq.

NOW, THEREFORE, the Board of Education of the Orange Unified School District does hereby resolve, determine and order as follows:

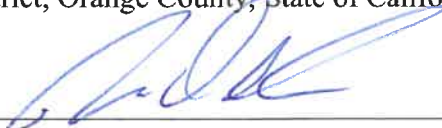
1. The Board does hereby announce its intention to convey to SCE, the Grant of Easement in the form attached hereto as Exhibit “A”.

2. At the Regular Board meeting to be held on February 8, 2024 starting at 7:00 p.m. in the District Board Room located at 1401 North Handy Street, Orange, California, a public hearing will be held upon the question of conveying the proposed Electric Easement to SCE.

3. The Superintendent of this District or his designee is hereby authorized and directed to give notice of the Board’s intent to convey the Electric Easement by posting copies of this Resolution signed by the Board or a majority of it, in three (3) public places in the District no less than ten (10) days before the date of the public meeting, and by publishing the notice once at least five (5) days before the date of the public meeting in a newspaper of general circulation, published in the District, if there is one, or, if there is no such newspaper published

in the District, then in a newspaper published in Orange County having a general circulation in the District.

PASSED AND ADOPTED, by the Board of Education of the Orange Unified School District, Orange County, State of California, on January 18, 2024.



President



Clerk



Member



Member



Member



Member



Member

CLERK'S CERTIFICATE

I, Madison Miner, Clerk of the Board of Education of the Orange Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted at a regular meeting placed thereof on the 18th day of January, 2024, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

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

An agenda of said meeting was posted at least 72 hours before said meeting at Orange, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution and ordinance has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: January 18, 2024



Madison Miner
Clerk of the Board of Education
of the Orange Unified School District

EXHIBIT "A"

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF
EASEMENT
Vehicle Charging Station**

<u>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u>		DISTRICT Central OC	SERVICE ORDER TD2171813	SERIAL NO.	MAP SIZE
SCE Company		GVM MT-2040-C4	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/CG	DATE 12/07/23
SIG. OF DECLARANT OR AGENT DETERMINING TAX		FIRM NAME APN 386-581-19			

ORANGE UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems for SCE's sole use (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, solely for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN LOT 2, IN BLOCK "G" OF A.B. CHAPMAN TRACT, AS PER MAP RECORDED IN BOOK 102, PAGE 15 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE, HAVING A BEARING AND LENGTH OF "NORTH 89°39'30" WEST 151.81 FEET", IN THE CENTERLINE OF STRIP #2 OF THAT CERTAIN GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 06, 2021 AS INSTRUMENT NO. 2021000435619, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID CERTAIN COURSE, NORTH 89°39'30" WEST 101.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CERTAIN COURSE, NORTH 89°39'30" WEST 20.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 12.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°12'40" AN ARC DISTANCE OF 19.68 FEET; THENCE SOUTH 00°07'50" WEST 403.49 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 42°33'46" EAST 52.00 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THAT CERTAIN GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 06, 2021 AS INSTRUMENT NO. 2021000435619, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER.

STRIP #2 (17.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B"; THENCE NORTH 47°26'14" EAST 0.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 42°33'46" EAST 14.00 FEET TO A POINT OF ENDING.

STRIP #3 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE NORTH 42°33'46" WEST 6.65 FEET; THENCE NORTH 89°38'10" WEST 34.78 FEET TO A POINT OF ENDING IN THE WEST LINE OF THE EAST 3 ACRES OF THE NORTHWEST QUARTER OF SAID LOT 2, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "C".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN SAID WEST LINE, AND TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #4 (14.00 FEET WIDE)

THE WESTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "C"; THENCE ALONG THE WEST LINE OF THE EAST 3 ACRES OF THE NORTHWEST QUARTER OF SAID LOT 2, NORTH 00°07'50" EAST 199.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #3 DESCRIBED HEREINABOVE.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement and Grantee shall execute a quitclaim on a mutually acceptable form. However, in no event will the vehicle charging stations be removed for a period of ten (10) years from the date of execution below. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

EXECUTED this ____ day of _____, 20__.

GRANTOR

ORANGE UNIFIED SCHOOL DISTRICT OF
ORANGE COUNTY

By _____
Name _____
Title _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a Notary Public, 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)

EXECUTED this ____ day of _____, 20 ____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____

Name _____

Title _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

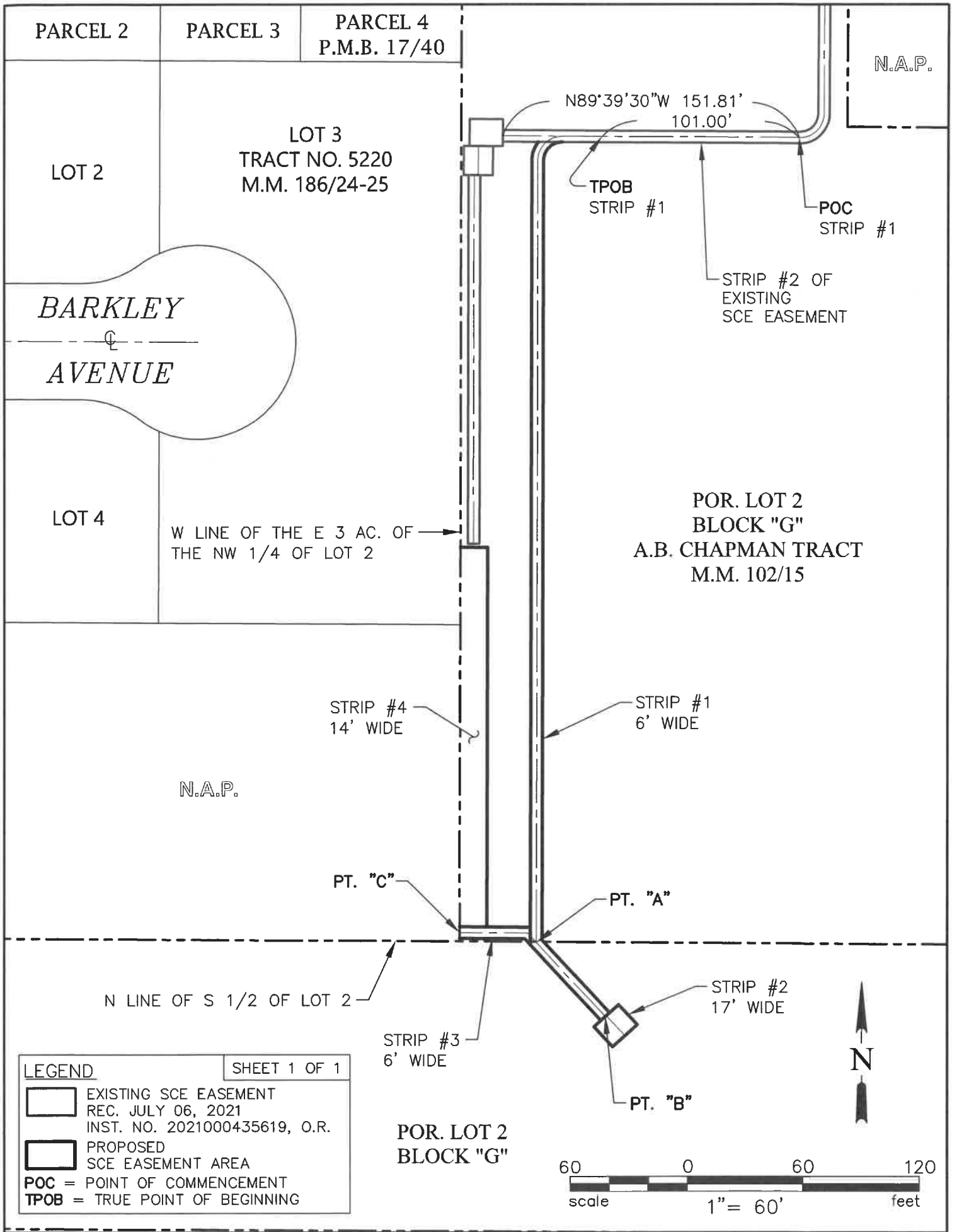
On _____ before me, _____, a Notary Public, personally appeared

_____, 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)



LEGEND	SHEET 1 OF 1
	EXISTING SCE EASEMENT REC. JULY 06, 2021 INST. NO. 2021000435619, O.R.
	PROPOSED SCE EASEMENT AREA
POC = POINT OF COMMENCEMENT TPOB = TRUE POINT OF BEGINNING	

POR. LOT 2
BLOCK "G"

60 0 60 120

scale 1" = 60' feet

N