

**BOARD OF TRUSTEES
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**

RESOLUTION No. 2013-08

**Resolution of Intention to Grant Electrical Distribution System Easement
To Southern California Edison Company**

WHEREAS, the Ventura County Community College District ("District") is the owner of the Moorpark College campus located at 7075 Campus Road, Moorpark, California 93021.

WHEREAS, Southern California Edison Company ("SCE") has advised the District that there is a need to make changes to a portion of an electrical circuit owned and operated by SCE that requires the installation of new electrical equipment on a portion of the Moorpark College campus.

WHEREAS, SCE has requested that the District grant an easement to SCE for the purpose of constructing, using, maintaining and operating overhead and underground electrical supply systems and communication systems consisting of poles, wires, underground conduits, cables, vaults, manholes and related equipment and fixtures (collectively, "Electrical Distribution System") along the northerly and northeasterly portions of the Moorpark College campus as depicted in the attached **EXHIBIT "A"**.

WHEREAS, SCE has offered to compensate the District the sum of \$8,600 for an easement to construct, use, maintain and operate the Electrical Distribution System, which amount SCE has determined to be the fair market value of such easement.

WHEREAS, pursuant to Education Code §81310, the District may dedicate or convey to a public or private corporation engaged in the public utility business an easement to construct, reconstruct, maintain and operate electric or telephone lines and access roads used in connection therewith over and upon any land owned by the District upon such terms and conditions as the parties thereto may agree.

WHEREAS, pursuant to Education Code §81311, before ordering such dedication or conveyance of any property, the District's governing board must in regular open meeting by a two-thirds vote of all its members adopt a resolution declaring its intention to dedicate or convey the property. The resolution shall describe the property proposed to be dedicated or conveyed in such manner as to identify it, and shall specify the purposes for which and the terms upon which it will be dedicated or conveyed, and shall fix a time not less than 10 days thereafter for a public meeting of the District's governing board to be held at its regular place of meeting for a public hearing upon the question of making the dedication or conveyance.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT the District's Board of Trustees declares its intention to grant to Southern California Edison Company an easement for the purpose of constructing, using, maintaining and operating the Electrical Distribution System along the northerly and northeasterly portions of the Moorpark College campus as depicted in the attached **EXHIBIT "A"** ("SCE Easement") on the following terms and conditions:

1. SCE shall construct the systems in accordance with SCE's construction specifications and in accordance with industry standards; provided, however, that SCE shall comply with the District's campus construction specifications pertaining to trenching and backfilling, site preparation and grading, and asphalt concrete pavement and agrees to construct, maintain and repair the systems in strict accordance therewith. All construction, maintenance and repairs to the systems shall be at SCE's sole cost and expense. SCE shall ensure that the project meets all applicable and current codes extant at the time of project completion. SCE, 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. SCE 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 the District's property, SCE 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. Plant life, utilities, fixtures and systems damaged or destroyed due to the construction shall be replaced, in like kind, at no cost to the District, by SCE. In the event the systems are not constructed, maintained and repaired in strict accordance with these provisions, the District may elect to terminate the grant of easement in whole or in part.
2. SCE shall pay to the District the sum of \$8,600 as compensation for the SCE Easement within 20 days of the recording of the Grant of Easement and as a condition of the commencement of construction. This amount is based on the appraised fair market value of the easement, as determined by a licensed appraiser in compliance with all State regulations.
3. SCE shall provide the District, in a form and amount satisfactory to the District, liability insurance with the District as named insured, prior to the commencement of any work.

The District will provide inspection testing services as necessary to assure compliance with the specifications, including changes as noted in the specifications SCE CONDUIT SPECIFICATIONS and SCE GENERAL SPECIFICATIONS, with regard to trenching and backfilling, site preparation and grading, and asphalt concrete pavement. SCE agrees to notify the District, in writing, a minimum of twenty-four hours in advance, excluding weekends, of the need for such inspection. In no case shall work be covered over, buried, or otherwise obscured prior to review, testing, and approval as determined by the District's inspector.

The District shall locate all known underground utilities along the proposed construction pathway, which shall be laid out by SCE not less than ten (10) working days prior to the start of any excavation. Such utility marking, which shall be done one time only, is accurate to plus or minus five feet (5') in horizontal plane and three feet (3') in vertical plane. SCE shall pothole all marked utilities to ensure that the exact location of the utility is known prior to trenching. All excavations shall be covered or made secure, to the satisfaction of the District, while work is not active in the immediate area. SCE shall provide traffic signage, barricades, and controls satisfactory to the District.

There are believed to be utilities along the project pathway, on District property, that were installed by others, without benefit of proper record documentation of the installed

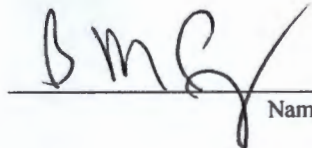
location. These utilities may be, but are not limited to electrical power, telephone, data, natural gas, television, water, irrigation, sanitary sewer, and storm drain. The District will not locate these utilities. SCE shall be responsible for location and, if necessary, repair of any unknown underground utility encountered during the course of the work.

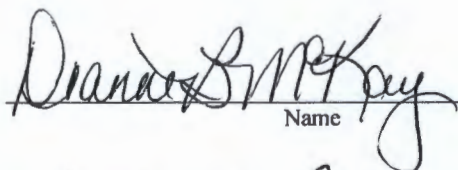
Project construction schedule shall be established by mutual agreement between SCE and the District.

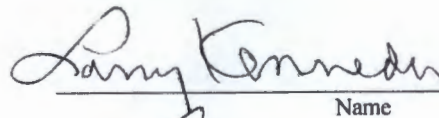
4. It is understood and agreed that the description in the Grant of Easement is approximate only, it being the intention of the District to grant an easement for the systems as constructed. The centerline of the easement shall be coincidental with the centerline of the systems as constructed in, on, over, under, across, and along the District's property. Upon completion of construction of the systems, SCE shall provide the District with a survey prepared by a licensed surveyor describing the true location of the easement for the systems and reflecting the "as-built" condition of the systems.
5. SCE shall coordinate with the District's campus facilities personnel any repair or maintenance work of the systems and shall not access the easement without prior notice to the District's campus facilities personnel. Such notice shall not be required in the event of an emergency. The District agrees 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 SCE easement area.
6. At any time after five (5) years from the completion of the systems, SCE shall relocate all or any portion of the systems and relocate or relinquish all or any portion of the easement at no cost to the District in order to accommodate future development of or improvements to the District's campus that are inconsistent with the location of the systems or any portion thereof and/or the easement.

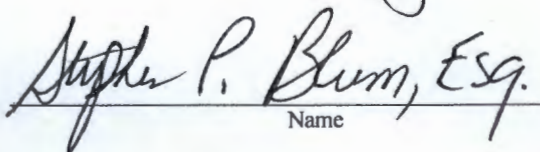
BE IT FURTHER RESOLVED THAT a public hearing of this matter shall be held at the regularly scheduled meeting of the Board of Trustees to be held on November 12, 2013.

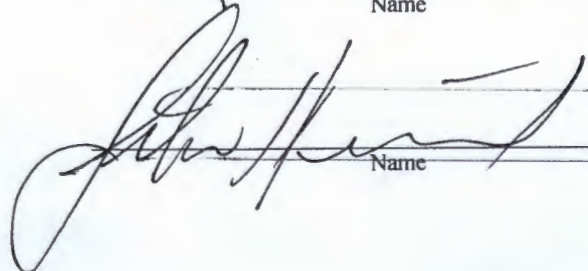
ADOPTED this 8th day of October 2013, by the Ventura County Community College District Board of Trustees in the County of Ventura, State of California.


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