

RESOLUTION NO. 2020-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ORDERING THE ABANDONMENT AND VACATION OF A PUBLIC SERVICE EASEMENT FOR SEWER AND STORM DRAIN PURPOSES IN A PREVIOUSLY VACATED PORTION OF SECOND STREET EAST OF COLLEGE AVENUE – POMONA COLLEGE**

WHEREAS, in accordance with the Public Streets, Highways, and Service Easements Vacation Law (Cal. Streets and Highways Code § 8300 et seq. [the “Vacation Law”]), on September 7, 1948, the City Council for the City of Claremont adopted Resolution No. 856 vacating a portion of Second Street lying easterly of the east line of College Avenue to the termination of said street (the “Second Street Vacation”); and

WHEREAS, in connection with the Second Street Vacation, the City reserved and excepted from the vacation proceedings, *inter alia*, “the permanent easement and right at any time, or from time to time, to construct maintain, operate, replace, remove, or review sanitary sewers, storm drains, and appurtenances in, upon, over, and across the portion of said street to be vacated” (City Council Resolution No. 856, Section 3) (the “Sewer and Storm Drain Easement”); and

WHEREAS, a site map showing the location of the Sewer and Storm Drain Easement is attached hereto as Exhibit 1, which is incorporated herein by reference; and

WHEREAS, there is an existing public, eight-inch diameter, vitrified clay pipe sewer main in the vacated portion of Second Street (the “Sewer Main”); however, the Sewer Main is an end of the line run that only serves the Pomona College campus (as opposed to the general public); and

WHEREAS, as part of the Pomona College Renwick House relocation project, Pomona College requested to enter into a maintenance agreement with the City of Claremont to assume ownership and maintenance responsibilities of this Sewer Main (Exhibit 2); and

WHEREAS, there is no storm drainpipe on the vacated portion of Second Street; and

WHEREAS, the City of Claremont has no existing or proposed use for the Sewer and Storm Drain Easement; and

WHEREAS, Chapter 3 of the Vacation Law (Cal. Streets and Highways Code § 8320-8325) allows the City Council to vacate a public services easement, like the Sewer and Storm Drain Easement; and

WHEREAS, on July 23, 2019, the City Council of the City of Claremont, County of Los Angeles, State of California adopted a certain Resolution No. 2019-47 declaring the initiation of proceedings to order vacate the Sewer and Storm Drain Easement (“Resolution of Intention”); and

WHEREAS, the Resolution of Intention was duly published and posted in accordance with applicable law; and

WHEREAS, on February 25, 2020, the City Council of the City of Claremont held a public hearing on the proposed vacation of the Sewer and Storm Drain Easement; and

WHEREAS, all actions required to be taken precedent to the City Council's consideration and action on the proposed vacation have been taken in accordance with applicable law.

NOW THEREFORE, THE CLAREMONT CITY COUNCIL OF THE CITY OF CLAREMONT DOES HEREBY RESOLVE, DETERMINE, AND FIND AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The City Council of the City of Claremont does hereby find from all the evidence submitted at the public hearing held on February 25, 2020, that the Sewer and Storm Drain Easement located in that portion of Second Street lying easterly of the east line of College Avenue, described City Council Resolution No. 856, Section 3, and depicted in Exhibit 1 to this Resolution, is unnecessary for the present or prospective public use. Vacation of the Sewer and Storm Drain Easement is consistent with the City's General Plan.

SECTION 3. The City Council hereby orders the vacation of the Sewer and Storm Drain Easement, subject to the reservations and exceptions described in Section 4 of this Resolution.

SECTION 4. As set forth in Section 3 of City Council Resolution No. 856 (adopted September 7, 1948), the City Council continues to reserve and except from the Second Street Vacation and these vacation proceedings "any and all underground waters or water rights which the City may or might have in the property under said street" (i.e., the portion of Second Street lying easterly of the east line of College Avenue to the termination of said street), and the City Council continues to reserve and except from the Second Street Vacation and these vacation proceedings "the permanent easement and right at any time, or from time to time, ... pursuant to any franchises, or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduit, cables, wires, poles, and other convenient structures, equipment and fixtures for operation of gas pipe lines, telegraphic and telephone lines, and for the transportation and distribution of electric energy, and water, and incidental purposes, including the right of access therefor."

SECTION 5. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

SECTION 6. The City Clerk shall cause a certified copy of this Resolution to be recorded in the office of the Recorder of the County of Orange in accordance with the provisions of Section 8325 of the Streets and Highways Code.

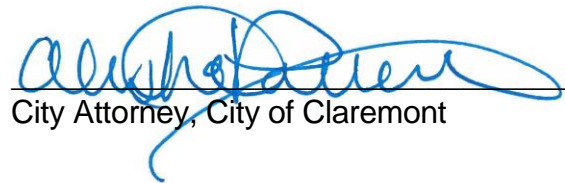
PASSED, APPROVED, AND ADOPTED THIS 25th day of February, 2020.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

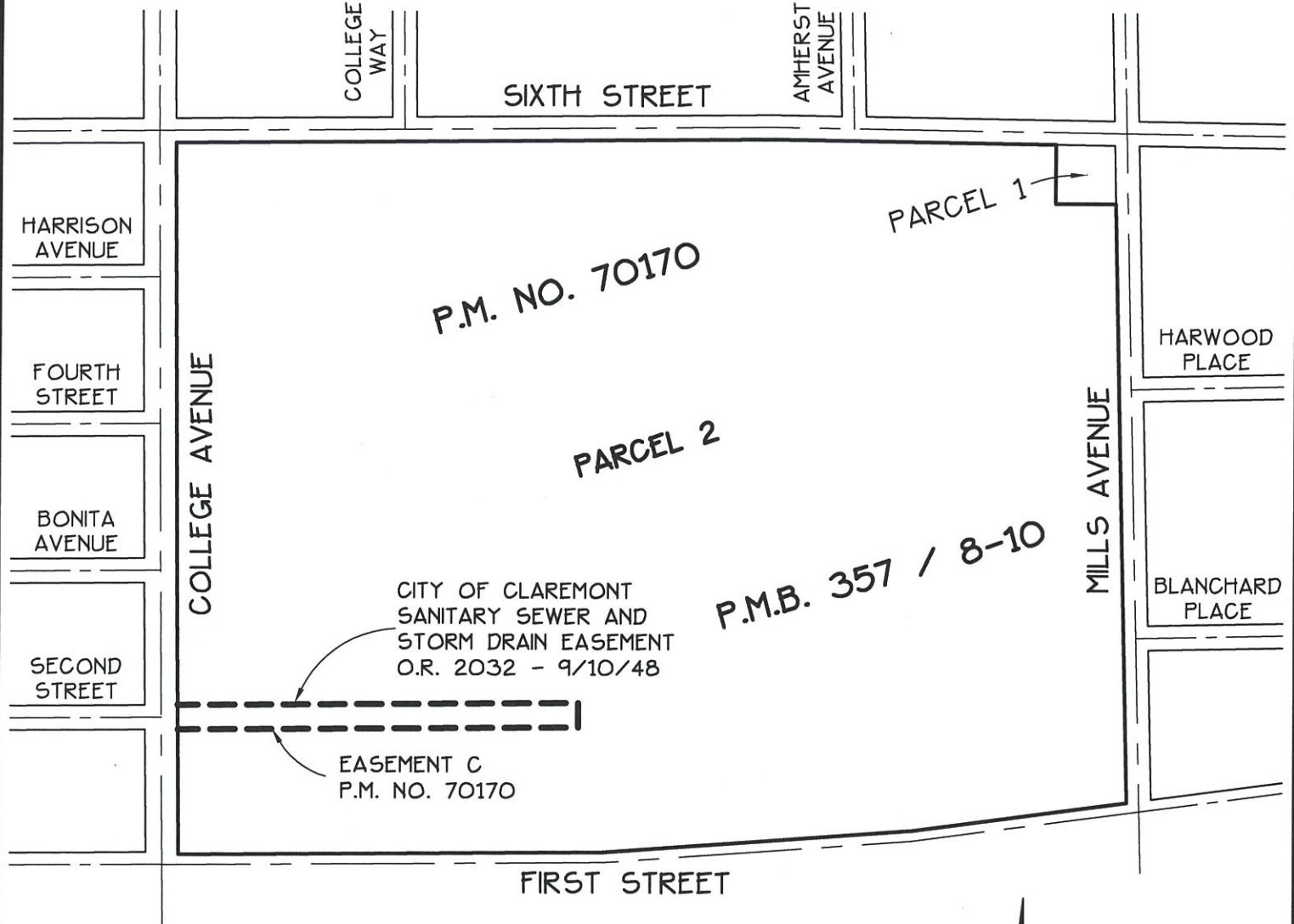
APPROVED AS TO FORM:



City Attorney, City of Claremont

EXHIBIT "B"

VACATION OF SANITARY SEWER AND STORM DRAIN EASEMENT



SCALE: 1" = 400'

James O. Steines
 JAMES O. STEINES, P.L.S. 6086



Stantec

38 TECHNOLOGY DRIVE, SUITE 100
 IRVINE, CA 92618
 949.923.6000 stantec.com

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

CITY OF CLAREMONT
207 Harvard Ave.
Claremont, CA 91711
Attention: City Clerk

[Space Above for Recorder's Use]
[Exempt from Recordation Fee per Gov. Code §§ 6103 and 27383]

333 N. College Way
Claremont, CA 91711
8314-001-006

SEWER MAIN REPAIR AND MAINTENANCE COVENANT

This Declaration of Sewer Main Repair and Maintenance Covenant ("Covenant") is made this 23 day of January, 2020 by Pomona College, a private liberal arts college and ("Owner") in favor of the City of Claremont, a municipal corporation ("City") with respect to the following.

RECITALS

A. Owner is the legal owner of that certain real property in the City of Claremont, County of Los Angeles, State of California, north of First Street and south of Sixth Street between College Avenue and Mills Avenue, commonly known as Second Street (8314-001-006) sanitary sewer and storm drain easement and legally described in Exhibit "A", which is attached hereto and is incorporated herein by this reference ("Property").

B. An eight inch (8") sewer main is located on the Property, generally lying under Second Street easterly of the east line of College Avenue to the termination of Second Street and that sewer main is more particularly depicted in Exhibit "B", which is attached hereto and incorporated herein by reference (the "Sewer Main").

C. Although the City at one time reserved a public service easement over the portion of Second Street that contains the Sewer Main, the Sewer Main is an end of the line run that only serves Owner's campus (as opposed to the general public), and as part of the recent Pomona College Renwick House relocation project, Owner requested to enter into a maintenance agreement with the City to assume ownership and maintenance responsibilities of this Sewer Main. To that end, on February 11, 2020, the City Council adopted Resolution No. 2020-__ vacating the City's interest in the public service easement over the Sewer Main, subject to certain reservations set forth in Section 4 of that Resolution.

D. This Covenant addresses the obligations and restrictions of Owner with respect to, among other things, the repair, maintenance, and replacement of the Sewer Main.

E. The purpose of the Covenant is to establish a restriction as a covenant running with the land against the transfer of the Property without notice to the transferee of the obligations and restrictions contained herein (hereafter, the "Sewer Main Disclosure Requirement").

DECLARATION

1. Owner hereby covenants as follows:

A. Owner understands and acknowledges that Owner is solely responsible for performing, or causing to be performed, all maintenance, repair, and/or replacement for the Sewer Main at Owner's expense.

B. Owner shall own, use, maintain, repair, and/or replace the Sewer Main in compliance with all applicable laws, regulations and requirements of all governmental bodies and authorities, whether federal, state or local.

C. Owner hereby agrees for itself and its successors and assigns to defend, indemnify and hold harmless the City, its officials, officers, employees, representatives, agents, contractors, and subcontractors (collectively, the "City Indemnitees"), against any and all claims, losses, damages or liabilities, including, without limitation, injuries to or death of persons and damage to or destruction of property (collectively, "Claims"), to the extent such Claims arise out of or relate to the ownership, use, maintenance, repair, or replacement by Owner or its officers, officials, employees, agents, representatives, vendees, licensees, lessees, contractors, or subcontractors of the Sewer Main on the Property.

2. Owner further covenants that Owner shall not transfer the Property to an agent, assign, transferee, grantee, lessee, subsequent purchaser or heir (collectively, "Transferee") without notice to the Transferee of the Sewer Main Disclosure Requirement. In order to impart constructive notice of this restriction, Owner covenants that Owner shall provide a true, accurate, and recordable legal description of the Property to City, without cost to City, and upon receipt of same, City may record this Covenant against the Property in accordance with Government Code Section 27281.5, and Owner consents to such recordation.

3. Owner further covenants that Owner shall not transfer the Property to a successor in interest ("Successor") unless that Successor covenants that Successor or Successor's successors in interest shall not transfer the Property to a Transferee without providing notice of the Sewer Main Disclosure Requirement.

4. The City is a third party beneficiary of this Covenant and has the authority to enforce the same. This Covenant may not be released or amended in any fashion without first obtaining written consent to such release or modification from the City, which consent shall not be unreasonably withheld.

5. The obligations and restrictions which have been established pursuant to this

Covenant shall be deemed to be covenants running with the land for the benefit of the City in carrying out its responsibilities.

6. The restrictions contained in this Covenant shall inure to the benefit of the City and its successors, and assigns, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. If Owner's status relating to the Property changes from that of an owner and to any other form of ownership interest (including, but not limited to, owner, joint tenant or tenant in common), Owner agrees to be bound by the terms of this Covenant on behalf of themselves, any co-owners or tenants and on behalf of their heirs, executors, administrators, successors, and assigns. The acceptance of any interest in the Property by any person or entity shall be subject to the provisions of this Covenant.

"Owner"

Pomona College,
a private liberal arts college

By: 

Robert T. Robinson, Assistant Vice
President Facilities and Campus Services

Dated: 1-23 —, 2020

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 Orange)

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

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 [Handwritten Signature] (Seal)

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 ~~Orange~~ Los Angeles)

On January 23, 2020, before me, Candie L. Putnam,
(insert name and title of the officer)

Notary Public, personally appeared Robert T. Robinson,
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~~
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 Candie L. Putnam (Seal)

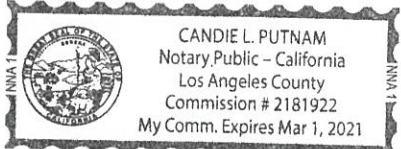


EXHIBIT A

THE EASEMENT FOR SANITARY SEWERS, STORM DRAINS AND APPURTENANCES EXCEPTED FROM THE VACATION OF SECOND STREET LYING EASTERLY OF THE EAST LINE OF COLLEGE AVENUE BY THE CITY OF CLAREMONT PER RESOLUTION NO. 856 RECORDED SEPTEMBER 10, 1948 AS DOCUMENT NO. 2032 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, WITHIN PARCEL 2 OF PARCEL MAP NO. 70170, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 357, PAGES 8 THROUGH 10, INCLUSIVE, OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER.

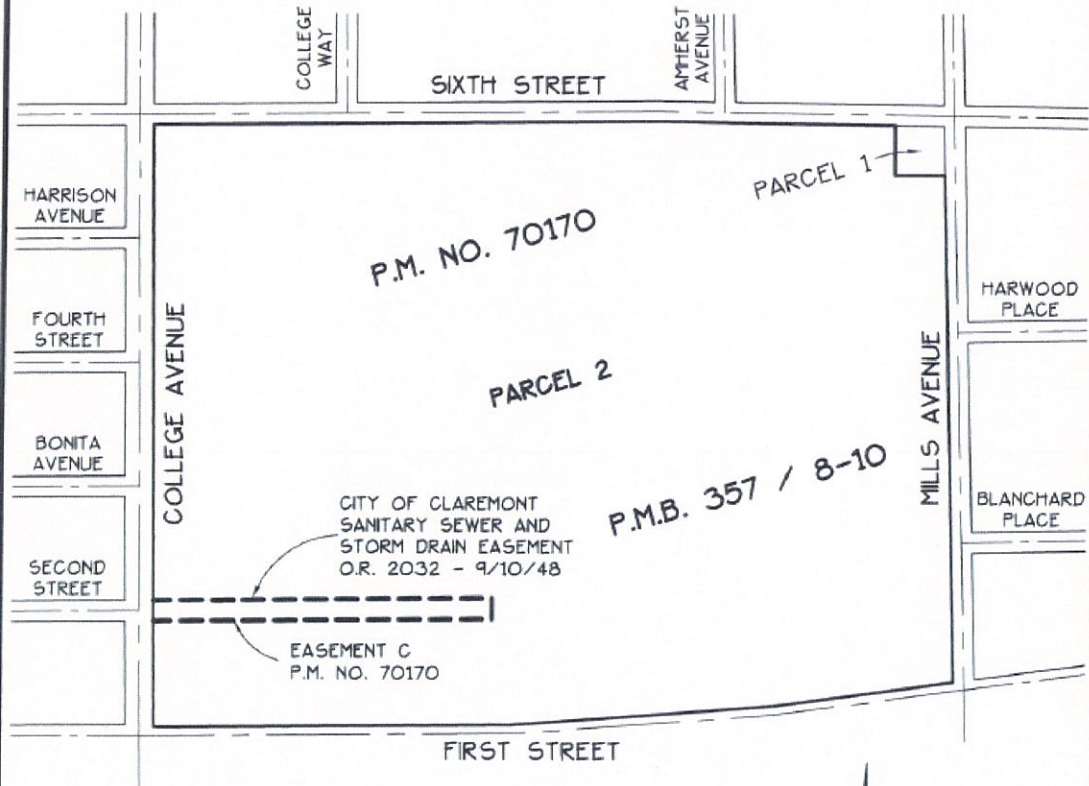
SAID EASEMENT IS SHOWN AS "EASEMENT C" ON SAID PARCEL MAP NO. 70170.

EXHIBIT B

SHEET 1 OF 1

EXHIBIT "B"

VACATION OF SANITARY SEWER AND STORM DRAIN EASEMENT



James O. Steines
JAMES O. STEINES, P.L.S. 6086



SCALE: 1" = 400'



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