

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

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 Workman Mill Road
Whittier, CA 90601
Attention: Property Management Group

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7120-003-900

BUILD OVER AGREEMENT NO. 334

This Buildover Agreement (“**Agreement**”) is dated _____, 2023, (“**Effective Date**”) and is between the City of Long Beach (the “**Owner**”) and County Sanitation District No. 3 of Los Angeles County (the “**District**”). The Owner and the District are collectively referred to in this Agreement as the “**Parties**.”

The Owner is vested with fee title to the following described real property located at 3301 East 65th Street, City of Long Beach, County of Los Angeles, State of California:

A tract of land over a portion of California Cooperative Colony Tract Lot bound North by South line of North 7.6 feet of Lot 31 Block 28, South by 65th St, East by Indiana Ave, and West by Obispo Ave, part of Lots 30 and Lot/Sec 31 Blk/Div/Twn 28 (the “**Property**”).

The District is 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.* and is the holder of two permanent easements (the “**Easement Area**”) for sanitary sewer purposes in and under the Property (the “**Easements**”), located as shown on Exhibit A. Easement No. 200 was recorded May 28, 1928, in Book 7845, Page 377 of Official Records in the office of the County Recorder of Los Angeles County. Easement No. 2975 was recorded April 8, 1997, Record No. 97-537322 of Official Records in the office of the County Recorder of Los Angeles County.

The Owner desires to redevelop the playground and associated underground utilities and surface improvements on the Property (the “**Improvements**”) that will encroach on the Easements in the area shown on Exhibit A as the “**Buildover Area**.”

Construction of the Improvements has the potential to impair the operation of, injure, or damage the District’s sewer and other facilities that are located in the Easement Area unless construction is carried out in strict conformance with the provisions of this Agreement.

The District is willing to permit construction of the Improvements in the Easement Area upon the Owner’s execution of this Agreement.

The Parties therefore agree as follows:

1. The Owner shall prepare and submit detailed plans of the Improvements to the District’s Chief Engineer and General Manager (“**Chief Engineer**”) for review and approval. The

Improvements shall not impede the District's access to any sewer manholes located within the Easement Area. Upon the Chief Engineer's approval of the plans, the Owner may construct the Improvements in the Buildover Area in strict conformance with the approved plans. Upon the Owner's completion of the construction of the Improvements in strict conformance with the approved plans, the Owner may operate and maintain the Improvements in the Buildover Area in accordance with the terms of this Agreement.

2. The District makes no representation to the Owner concerning the nature, type, condition or degree of compaction of the backfill located within the Buildover Area. If the backfill within the Buildover Area settles, or is unstable or unusable for the Owner's proposed use, or if the Owner for any reason removes or treats the backfill, then the Owner shall be solely responsible for the related cost and expense with no right of reimbursement from the District.
3. The Owner shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any claims, actions, cost, liabilities, losses, damages or expenditures sustained or incurred by the District arising from or relating to the construction, operation, or maintenance of the Improvements.
4. The Owner shall not make or prosecute any claims, demands, or actions against the District, or any of its officers, employees, or agents for any injury to or death of any person or damage to property that arises out of the construction of the Improvements or the exercise of the rights provided by this Agreement, including but not limited to damages to or destruction of the Improvements except to the extent that such claims arise from the gross negligence or willful misconduct of the District, its employees, agents and contractors.
5. The Owner (or its contractor performing the work) shall by proper endorsement delivered to the District prior to the commencement of any work, name the District as an additional insured on the general liability insurance policy furnished in conjunction with the construction of the Improvements.
6. The Owner, for itself and its successors and assigns, hereby grants to the District, its agents, representatives, officers and employees all rights of ingress and egress over the Property to the Easement Area including those in the Buildover Area, for any purpose.
7. The Owner shall not perform, or allow to be performed, any grading, soil removal, soil fill, or other construction activities within the Easement Area without on-site oversight, inspection, and approval of the proposed activities by a District inspector. The Owner shall contact the District's Wastewater Collection Systems Manager, at (310) 638-1161, a minimum of two (2) weeks prior to the start of any construction to arrange for inspection. The Owner acknowledges that gravity sewers are not necessarily identified in the state-mandated underground excavation notification system.
8. The Owner shall support and protect the sewer in place during construction of the Improvements, and shall exercise extreme caution during excavation in the vicinity of the District's facilities. The Owner shall hand excavate within two feet vertically or horizontally of any District facility. Methods for supporting and/or protecting the sewer shall be provided for review prior to the start of the work. The Owner shall accept all

liability and will be responsible for all costs and expenses for any repairs of the District's facilities resulting from the Owner's non-compliance with the conditions of this paragraph. The determination of the existence of any damage and the proper method of repair will be at the sole discretion of the Chief Engineer.

9. The benefits and the burdens created by this Agreement touch and concern the land described in the Easements. This Agreement constitutes a covenant running with the land and is binding upon the Owner's heirs, executors, administrators, successors in interest and assigns. The District shall record this Agreement.

The Parties are signing this Buildover Agreement as of the Effective Date.

City of Long Beach

By: _____

Print Name: _____

Title: _____

**COUNTY SANITATION DISTRICT NO. 3
OF LOS ANGELES COUNTY**

By: _____

Robert C. Ferrante
Chief Engineer and General Manager

Signed on behalf of County Sanitation District No. 3 of Los Angeles County by the Chief Engineer and General Manager, pursuant to authority conferred by action of the Board of Directors of said District adopted on October 11, 1967.

(Signatures must be notarized)

CITY OF

Obispo Ave

Indiana Ave

Coolidge St

APN
7120-003-900

Proposed Buildover at
Ramona Park

JOINT OUTFALL A - UNIT 8

OUT OF SERVICE

IN SERVICE

JOINT OUTFALL A - UNIT 8

E 65th Ave

Cade St

Coronado Ave

LONB BEACH

**PROPOSED BUILDOVER
JOINT OUTFALL A - UNIT 8**

**COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY
ROBERT C. FERRANTE - CHIEF ENGINEER & GENERAL MANAGER**

EXHIBIT "A"



No Scale