

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

RW 8-3 (Rev. 6/1995)

DIST 07	CO LA	RTE SR 1	POST 22.895	EXP AUTH
			DATE	

GRANTOR  
Mann Enterprises Inc., a Delaware Corporation

**Grant of Easement Deed attached as Exhibit “A” and a Temporary Construction Easement Deed (TCE) attached as Exhibit “B”** covering the property particularly described in the above instruments has been executed and delivered to **Interwest Consulting Group**, Right of Way Consultant for the City of Manhattan Beach by **Mann Enterprises Inc., a Delaware Corporation (“Grantor”)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of Manhattan Beach (“City/Grantee”) all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in **Exhibits “A” and “B”** to provide the continuity of pedestrian accessible facilities along Manhattan Beach Blvd. and Sepulveda Blvd. by upgrading and reconstructing existing sidewalks, driveways, and curb ramps to meet current Americans with Disabilities Act (ADA) standards, for City/State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The City shall:

- (A) Pay the undersigned grantor(s) the sum of **One Hundred Thirty-Eight Thousand Dollars and 0/100 (\$138,000)** for the property or interest conveyed by above document(s) (including all trees, growths (growing or that may hereinafter grow) and road building materials within said property being conveyed including the right to take water, together with the right to use same in such manner and at such location as the State of California may deem proper, needful or necessary for the construction, reconstruction, improvement or maintenance of the highway) when title to said property vests in the City free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
  - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
  - b. Covenants conditions, restrictions and reservations of record, or contained in the above-referenced document.
  - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

## RIGHT OF WAY CONTRACT – STATE HIGHWAY

RW 8-3 (Rev. 6/1995)

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- d. Mineral of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relation thereto, whether or not appearing in the Public Records.
  - (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
  - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Permission is hereby granted to the City or its authorized agent to enter upon Grantor's land where necessary within the certain area shown in the Temporary Construction Easement as Exhibit "B" attached hereto and made a part hereof, for the purpose of providing the continuity of pedestrian accessible facilities along Manhattan Beach Blvd. and Sepulveda Blvd. by upgrading and reconstructing existing sidewalks, driveways, and curb ramps to meet current Americans with Disabilities Act (ADA) standards.
  4. This Temporary Construction Easement shall commence following approval of Caltrans certification and terminate 36 months following certification approval or completion of the project, whichever occurs first.
  5. The undersigned Grantor(s) warrant(s) that they are owner(s) in fee simple of the property affected by this Temporary Easement as described in **Clause 3 & 4** above and that they have the exclusive right to grant this Temporary Construction Easement.
  6. It is understood and agreed by and between the parties hereto that the payment in Clause 2 (A) includes the sum of **One Hundred Thirty-Eight Thousand Dollars (\$138,000) for the Grant of Easement, Temporary Construction Easement, and Improvements.**
  7. Permission is hereby granted to City or its authorized agent to enter on my/our land, where necessary, to (relocate or reconstruct driveway approaches, sidewalks, utilities, etc.), as shown on the attached map(s) and as described in **Clause Six (6)** of this Contract. I (we) understand and agree that after completion of the work described in **Clause Six (6)**, said facility(ies) will be considered as my/our sole property and I (we) will be responsible for its/their maintenance and repair.
  8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
  9. The Grantor agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the City.

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

RW 8-3 (Rev. 6/1995)

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10. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

11. In consideration of the City's waiving the defects and imperfections in the record title, as set forth in Paragraph 2(a), the undersigned Grantor covenants and agrees to indemnify and hold the City of Manhattan Beach harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the City shall not exceed the amount paid to the Grantor under this contract.

12. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City, shall be left in as good condition as found.

13. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the grantor agrees to hold City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month.

14. It is agreed that the net proceeds of the amount payable under Clause 2(A) above shall be paid as follows:

**Mann Enterprises Inc., a Delaware Corporation**

This transaction will be handled through an internal escrow with the Orange Coast Title Company:

**Orange Coast Title Co.**  
**Escrow Officer Claudia Holcomb**  
**(909) 987-5433, ext. 1511**  
[Claudiah@octitle.com](mailto:Claudiah@octitle.com)  
**2151 E. Convention Center Way, Suite 102**  
**Ontario, CA 91764**

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

RW 8-3 (Rev. 6/1995)

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

**GRANTOR:**

**Mann Enterprises Inc., a Delaware Corporation**

By: Todd Holzer Date: 2-2-2024

Print Name: TODD HOLZER

Title: PRESIDENT

By: Stacey Hudson Date: 2-2-2024

Print Name: Stacey Hudson

Title: Senior Vice President

**GRANTEE:**

**CITY OF MANHATTAN BEACH, a municipal corporation of the State of California,**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.**

**EXHIBIT "A"**

**Grant of Easement Deed**

Recorded at the request of  
City of Manhattan Beach

When Recorded Mail to:

City of Manhattan Beach  
Engineering Department  
Attn: Helen Shi, Sr. Civil Engineer  
3621 Bell Avenue  
Manhattan Beach, CA 90266

Space above this line for Recorder's Use

APN 4166-024-021

## GRANT OF EASEMENT

District	County	Route	Postmile	Number
7	LA	SR 1	22.895	

This instrument is exempt from Filing Fees (Govt. Code § 6103), Recording Fees (Govt. Code § 27383), and from Documentary Transfer Tax (Rev. & Tax Code § 11922).

**Mann Enterprises Inc., a Delaware Corporation** hereinafter called ("**Grantor**"), hereby grants to the **City of Manhattan Beach, a municipal corporation of the State of California**, ("**Grantee**"), and their assigns, a permanent exclusive easement for public use for sidewalk, roadway and utility purposes, upon, over and across that real property in the City of Manhattan Beach, County of Los Angeles, State of California, described as follows:

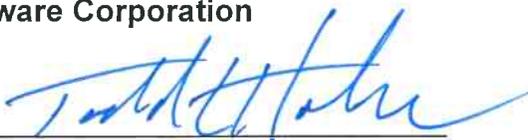
See Exhibit "A" and "B", attached.

The GRANTOR hereby further grants to STATE all trees, growths (growing or that may hereinafter grow) and road building materials within the right of way including the right to take water, together with the right to use same in such manner and at such location as the STATE may deem proper, needful or necessary for the construction, reconstruction, improvement or maintenance of the highway.

The GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway.

**GRANTOR: Mann Enterprises Inc., a Delaware Corporation**

Date: 2/2/2024

By: 

Print Name: TODD HOLZER

Title: PRESIDENT

Date: 2/2/2024

By: 

Print Name: Stacey Hudson

Title: Senior Vice President

## ACKNOWLEDGMENT

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 San Diego

On February 2, 2024 before me, Melissa J. Tadayon  
(insert name and title of the officer)

personally appeared Todd Holzer and Stacey A. Hudson,  
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

Melissa J. Tadayon

(Seal)





September 26, 2023  
BKF Job No: 20212007-50

**EXHIBIT "A"**  
**Legal Description**

BEING A PORTION OF LOT 7, SECTION 19, PARTITION OF PROPERTY FORMERLY OF REDONDO LAND COMPANY, RECORDER'S FILE NO. 140, RECORDS OF LOS ANGELES COUNTY, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE EAST LINE OF SEPULVEDA BOULEVARD WITH THE NORTH LINE OF MANHATTAN BEACH BOULEVARD, AS THE STREET EXISTED ON OCTOBER 24, 1946, AS SHOWN IN DOCUMENT NO. 97-57412, RECORDED APRIL 16, 1997 IN SAID COUNTY RECORDER'S OFFICE.

THENCE ALONG SAID NORTHERLY LINE, **SOUTH** 89° 48' 00" EAST, 29.05 FEET;

THENCE PERPENDICULAR TO SAID NORTHERLY LINE NORTH 00° 12' 00" EAST, 10.00 FEET TO THE NORTHERLY LINE OF A RIGHT-OF-WAY EASEMENT RECORDED NOVEMBER 24, 1961 AS DOCUMENT NO. 3628, **RECORDS** OF SAID COUNTY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE NORTH 43° 34' 06" WEST, 39.86 FEET;

THENCE NORTH 00° 02' 45" EAST, 6.21 FEET;

THENCE NORTH 89° 57' 15" WEST, 1.58 FEET TO A POINT ON THE EAST LINE OF SEPULVEDA BOULEVARD, SAID POINT BEING PARALLEL TO AND 70.00 FEET EASTERLY TO THE WESTERLY LINE OF SAID **SECTION 19**;

THENCE ALONG SAID EAST LINE OF SEPULVEDA BOULEVARD SOUTH 00° 02' 45" WEST, 9.40 FEET TO THE NORTHERLY LINE OF A CALTRANS **HIGHWAY EASEMENT DEED** RECORDED DECEMBER 29, 2022 AS **INSTRUMENT** NO. 20221208075, RECORDS OF SAID COUNTY, SAID NORTHERLY LINE BEING PERPENDICULAR TO THE CENTERLINE OF SEPULVEDA BOULEVARD AND SAID WESTERLY LINE OF **SECTION 19**;

THENCE ALONG SAID NORTHERLY LINE OF SAID EASEMENT DEED SOUTH 89° 57' 15" EAST, 2.95 FEET TO THE BEGINNING OF A NON-TANGENT **CURVE** CONCAVE **NORTHEASTERLY** WITH A RADIUS OF 24.50 FEET, AND A RADIAL LINE TO SAID POINT HAVING A BEARING OF NORTH 89° 57' 15" WEST;

THENCE **SOUTHEASTERLY** ALONG SAID CURVE AND SAID EASEMENT DEED A DISTANCE 28.21 FEET THROUGH A CENTRAL ANGLE OF 65° 57' 48";

THENCE SOUTH 53° 27' 48" EAST, 5.51 FEET TO THE NORTHERLY LINE OF SAID RIGHT-OF-WAY EASEMENT;

THENCE EASTERLY **ALONG** SAID NORTHERLY LINE SOUTH 89° 48' 00" EAST, 7.18 FEET TO THE **TRUE POINT OF BEGINNING**;



September 26, 2023  
BKF Job No: 20212007-50

CONTAINING AN AREA, MORE OR LESS, OF 230 SQUARE FEET.

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER **MATTERS** OF RECORD, IF ANY.

APN: 4166-024-021

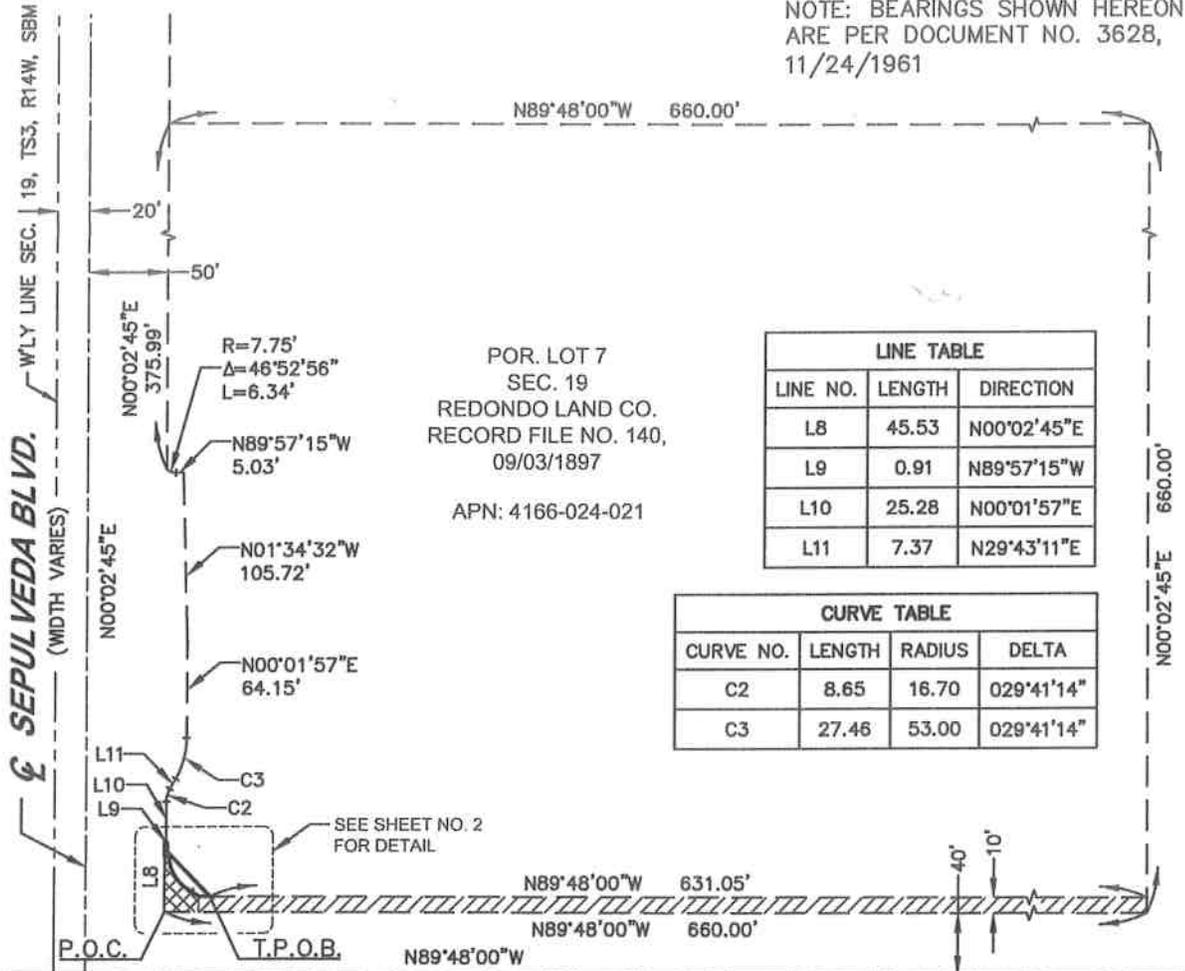
THIS **DOCUMENT** WAS PREPARED BY ME OR UNDER MY **DIRECTION** IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.

  
Nate Parker, P.L.S. No. 9813

9/27/2023  
Dated



NOTE: BEARINGS SHOWN HEREON ARE PER DOCUMENT NO. 3628, 11/24/1961



POR. LOT 7  
SEC. 19  
REDONDO LAND CO.  
RECORD FILE NO. 140,  
09/03/1897

APN: 4166-024-021

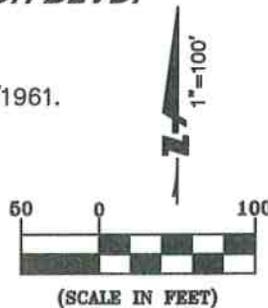
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L8	45.53	N00°02'45"E
L9	0.91	N89°57'15"W
L10	25.28	N00°01'57"E
L11	7.37	N29°43'11"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C2	8.65	16.70	029°41'14"
C3	27.46	53.00	029°41'14"

**LEGEND**

- = RIGHT-OF-WAY EASEMENT PER DOCUMENT 3628, RECORDED 11/24/1961.
- = CALTRANS HIGHWAY EASEMENT DEED PER INST. NO. 20221208075, RECORDED 12/29/2022.
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- (R) = RADIAL

- = CENTERLINE
- - - - - = SECTION LINE
- = PARCEL LIMITS
- - - - - = LOT LINE



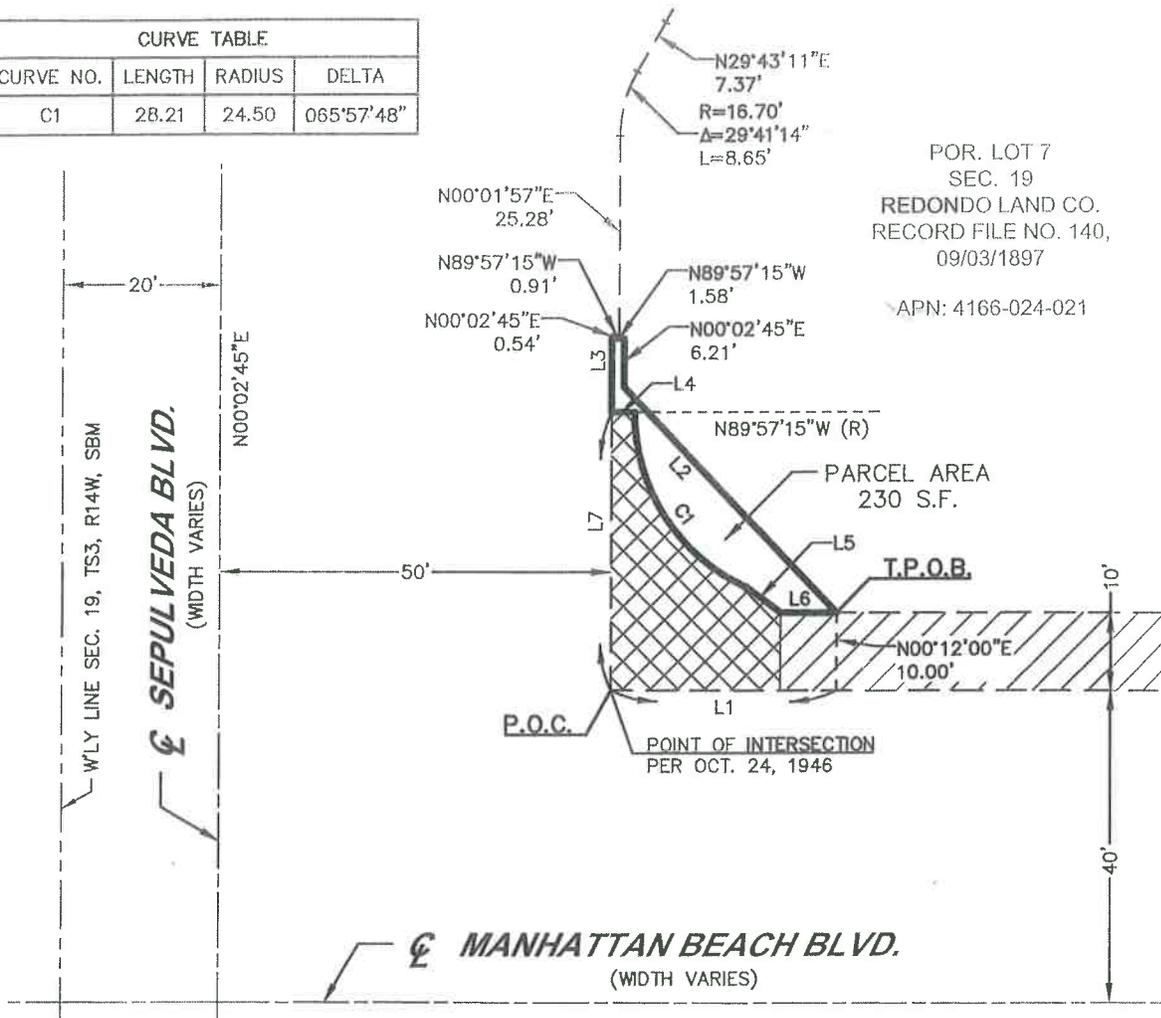
APN: 4166-024-021  
1200 N. SEPULVEDA BLVD  
IN THE CITY OF MANHATTAN BEACH,  
COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "B"  
Job No. 20212007-50  
By IF Date 9/26/23 Chkd. NP  
SHEET 1 OF 2

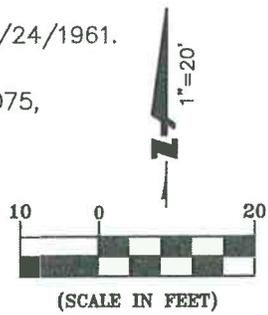
CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	28.21	24.50	065°57'48"



POR. LOT 7  
 SEC. 19  
 REDONDO LAND CO.  
 RECORD FILE NO. 140,  
 09/03/1897  
 APN: 4166-024-021

**LEGEND**

- = RIGHT-OF-WAY EASEMENT PER DOCUMENT 3628, RECORDED 11/24/1961.
- = CALTRANS HIGHWAY EASEMENT DEED PER INST. NO. 20221208075, RECORDED 12/29/2022.
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- (R) = RADIAL
- = CENTERLINE
- - - = SECTION LINE
- = PARCEL LIMITS
- - - = LOT LINE



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	29.05	S89°48'00"E
L2	39.86	N43°34'06"W
L3	9.40	S00°02'45"W
L4	2.95	S89°57'15"E
L5	5.51	S53°27'48"E
L6	7.18	S89°48'00"E
L7	35.59	N00°02'45"E



4675 MACARTHUR COURT  
 SUITE 400  
 NEWPORT BEACH, CA 92660  
 949-526-8460  
 949-526-8499 (FAX)

Subject EXHIBIT "B"  
 Job No. 20212007-50  
 By IF Date 9/26/23 Chkd. NP  
 SHEET 2 OF 2



**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Manhattan Beach by that certain Grant of Easement Deed dated \_\_\_\_\_, 2023, executed by : **Mann Enterprises Inc., a Delaware Corporation**, hereby accepted by the undersigned office on behalf of the City of Manhattan Beach pursuant to the authority conferred by the City of Manhattan Beach at the City Council closed session meeting held on \_\_\_\_\_, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2023

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “B”**

**Temporary Construction Easement Deed**

**RECORDING REQUESTED BY,**  
**AND WHEN RECORDED RETURN TO:**

City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
Attn: City Clerk

APN: 4166-024-021

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[SPACE ABOVE FOR RECORDER'S USE ONLY]

**TEMPORARY CONSTRUCTION EASEMENT DEED**

This transfer is exempt from Documentary Transfer Tax as a conveyance for no consideration, and is exempt from Recording Fees pursuant to California Government Code Section 6103.

**Mann Enterprises Inc., a Delaware Corporation**, hereinafter referred to as "GRANTOR," is the owner of that real property in the City of Manhattan Beach, County of Los Angeles, State of California, on the property commonly known as 1200 N. Sepulveda Blvd., Manhattan Beach, CA 90266, identified as County Assessor's Parcel Number 4166-024-021, and described in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as the "Property").

For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to the City of Manhattan Beach, a municipal corporation in the County of Los Angeles, State of California, and its contractors, successors and assigns, referred to collectively as "GRANTEE", a thirty-six (36) month Temporary Construction Easement for the Sepulveda Blvd. & Manhattan Beach Blvd. Project (Project) and to utilize said Temporary Construction Easement for all project related activities and purposes in, on, over, under, through, and across that certain parcel of land described and depicted in Exhibits "B" and "C", attached hereto and incorporated herein ("Temporary Construction Easement Area").

Such use shall include the right to temporarily place equipment, materials and vehicles, and pile earth thereon during periods of active construction, and the right to conduct grading and pavement and curb restoration work and other related activities in conjunction with the construction of the Project. GRANTOR may jointly traverse the Temporary Construction Easement Area for ingress and egress purposes whenever clear and safe access routes are available. GRANTOR acknowledges herein that there will be some access delays and obstructions within the Temporary Construction Easement Area from time to time as Project construction work is underway.

This Temporary Construction Easement shall be for a period not to exceed thirty-six (36) months, commencing upon the date the project receives right of way certification by Caltrans. This Temporary Construction Easement shall expire and all rights to the above-described property

conveyed herein shall cease and terminate no later than Thirty-six (36) months after Caltrans approves the right of way certification of this project. Such rights may also be terminated prior to the expiration of this period by City upon written notice to Grantor.

GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict with any other interests.

This Grant of Temporary Construction Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto. GRANTEE'S rights and obligations herein are assignable and transferable by GRANTEE, in whole or in part, to GRANTEE'S contractor(s), successors and assignees.

IN WITNESS WHEREOF, the undersigned grantor has executed this Temporary Construction Easement Deed as of the date set forth below.

Dated: 2/2/2024

**GRANTOR:**

**Mann Enterprises Inc., a Delaware Corporation**

By: Todd Holzer

Print Name: TODD HOLZER

Title: President

Date: 2-2-2024

By: Stacey Hudson

Print Name: Stacey Hudson

Title: senior vice president

Date: 2-2-2024

NOTARY ACKNOWLEDGEMENT ATTACHED

## ACKNOWLEDGMENT

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 San Diego

On February 2, 2024 before me, Melissa J. Tadayon  
(insert name and title of the officer)

personally appeared Todd Holzer and Stacey A. Hudson,  
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

Melissa J. Tadayon

(Seal)



## EXHIBIT "A"

### Legal Description of Subject Parcel

**The land referred to in this report is situated in the City of Manhattan Beach, the County of Los Angeles, State of California, and is described as follows:**

That portion of [Lot 7](#) in Section 19, as shown on the partition map showing property formerly of the Redondo Land Company, in the City of Manhattan Beach, as subdivided by James F. Towall G. A. Edward and P. F. Wilcox, Commissioners, Surveyed August 1897, by L. Friel and filed in the office of the county recorder of said County on September 3, 1897, described as follows:

Beginning at the intersection of the East line of Sepulveda Boulevard with the North line of Canter Street, now Manhattan Beach Boulevard, as said Boulevard and Street existed on October 24, 1946 thence Easterly along said North line, a distance of 660 feet; thence Northerly parallel with the west line of said lot, a distance of 660 feet, thence Westerly parallel with said North line, a distance of 660 feet to said west line of Sepulveda Boulevard, thence Southerly along said East line, a distance of 660 feet to the point of beginning.

Except therefrom that portion of said land as shown in the deed recorded [April 16, 1997 as Instrument No. 97-572412](#), described as follows:

Beginning at the intersection of the East line of Sepulveda Boulevard with the North line of Center Street, now Manhattan Beach Boulevard, as said Boulevard and Street existed on October 24, 1946; thence North  $0^{\circ} 02' 17''$  West along said East line, a distance of 45.56 feet to the true point of beginning; thence continuing along said East line North  $0^{\circ} 02' 17''$  West, a distance of 238.32 feet to a point of non-tangency with a curve concave to the Northeast and having a radius of 7.75 feet and to which point a radial line bears South  $45^{\circ} 12' 07''$  West; thence Southeasterly along last said curve through a central angle of  $46^{\circ} 24' 15''$ , a distance of 6.28 feet to a tangent line; thence North  $89^{\circ} 57' 43''$  East along said tangent line, a distance of 5.03 feet; thence South  $1^{\circ} 39' 34''$  East, a distance of 105.72 feet; thence South  $0^{\circ} 03' 05''$  East, a distance of 64.15 feet to the beginning of a tangent curve concave to the northwest and having a radius of 53.00 feet; thence Southerly and Southwesterly along last said curve through a central angle of  $29^{\circ} 41' 14''$ , a distance of 27.46 feet to a tangent line; thence South  $29^{\circ} 38' 09''$  West along said tangent line, a distance of 7.37 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 16.70 feet; thence Southerly and Southwesterly along last said curve through a central angle of  $29^{\circ} 41' 14''$ , a distance of 8.65 feet to a tangent line; thence South  $0^{\circ} 03' 05''$  East along said tangent line, a distance of 25.28 feet; thence South  $89^{\circ} 57' 43''$  West a distance of 0.91 feet to the true point of beginning.

Assessor's Parcel Numbers(s): 4166-024-021

## EXHIBIT "B"

### Legal Description of Temporary Construction Easement



September 26, 2023  
BKF Job No: 20212007-50

#### **EXHIBIT "A"** **Legal Description** **Temporary Construction Easement**

BEING A PORTION OF LOT 7, SECTION 19, PARTITION OF PROPERTY FORMERLY OF **REDONDO** LAND COMPANY, RECORDER'S FILE NO. 140, RECORDS OF LOS ANGELES COUNTY, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE EAST LINE OF SEPULVEDA BOULEVARD WITH THE NORTH LINE OF MANHATTAN BEACH BOULEVARD, AS THE STREET EXISTED ON OCTOBER 24, 1946, AS SHOWN IN DOCUMENT NO. 97-57412, **RECORDED** APRIL 16, 1997 IN SAID COUNTY RECORDER'S OFFICE.

THENCE ALONG SAID NORTHERLY LINE OF MANHATTAN BEACH, SOUTH 89° 48' 00" EAST, 29.05 FEET;

THENCE PERPENDICULAR TO SAID NORTHERLY LINE NORTH 00° 12' 00" EAST, 10.00 FEET TO THE NORTHERLY LINE OF A RIGHT-OF-WAY **EASEMENT RECORDED** NOVEMBER 24, 1961 AS DOCUMENT NO. 3628, RECORDS OF SAID COUNTY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

**THENCE** ALONG SAID NORTHERLY LINE SOUTH 89° 48' 00" EAST, 252.25 FEET;

THENCE LEAVING SAID NORTHERLY LINE NORTH 00° 12' 00" EAST, 1.00 FEET;

**THENCE** NORTH 89° 48' 00" WEST, 182.19 FEET;

THENCE NORTH 00° 12' 00" EAST, 3.84 FEET;

THENCE NORTH 89° 48' 00" WEST, 5.94 FEET;

**THENCE** SOUTH 00° 12' 00" WEST, 3.84 FEET;

THENCE NORTH 89° 48' 00" WEST, 63.69 FEET;

THENCE NORTH 43° 34' 06" WEST, 39.03 FEET;

THENCE NORTH 00° 02' 45" EAST, 5.81 FEET;

**THENCE** NORTH 89° 57' 15" WEST, 1.00 FEET;

THENCE SOUTH 00° 02' 45" WEST, 6.21 FEET;

THENCE SOUTH 43° 34' 06" EAST, 39.86 FEET TO THE **TRUE POINT OF BEGINNING**;

4675 MacArthur Ct  
Suite 400  
Newport Beach  
California 92660  
phone 949.526.8460  
fax 949.526.8499  
www.bkf.com



September 26, 2023  
BKF Job No: 20212007-50

CONTAINING AN AREA OF APPROXIMATELY 320 SQUARE FEET.

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART **HEREOF**.

SUBJECT TO **EASEMENTS**, COVENANTS, CONDITIONS, **RESTRICTIONS**, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND **OTHER MATTERS** OF RECORD, IF ANY.

APN: 4166-024-021

THIS **DOCUMENT** WAS **PREPARED** BY ME OR **UNDER MY DIRECTION** IN CONFORMANCE WITH **THE REQUIREMENTS** OF THE **LAND SURVEYOR'S ACT**.

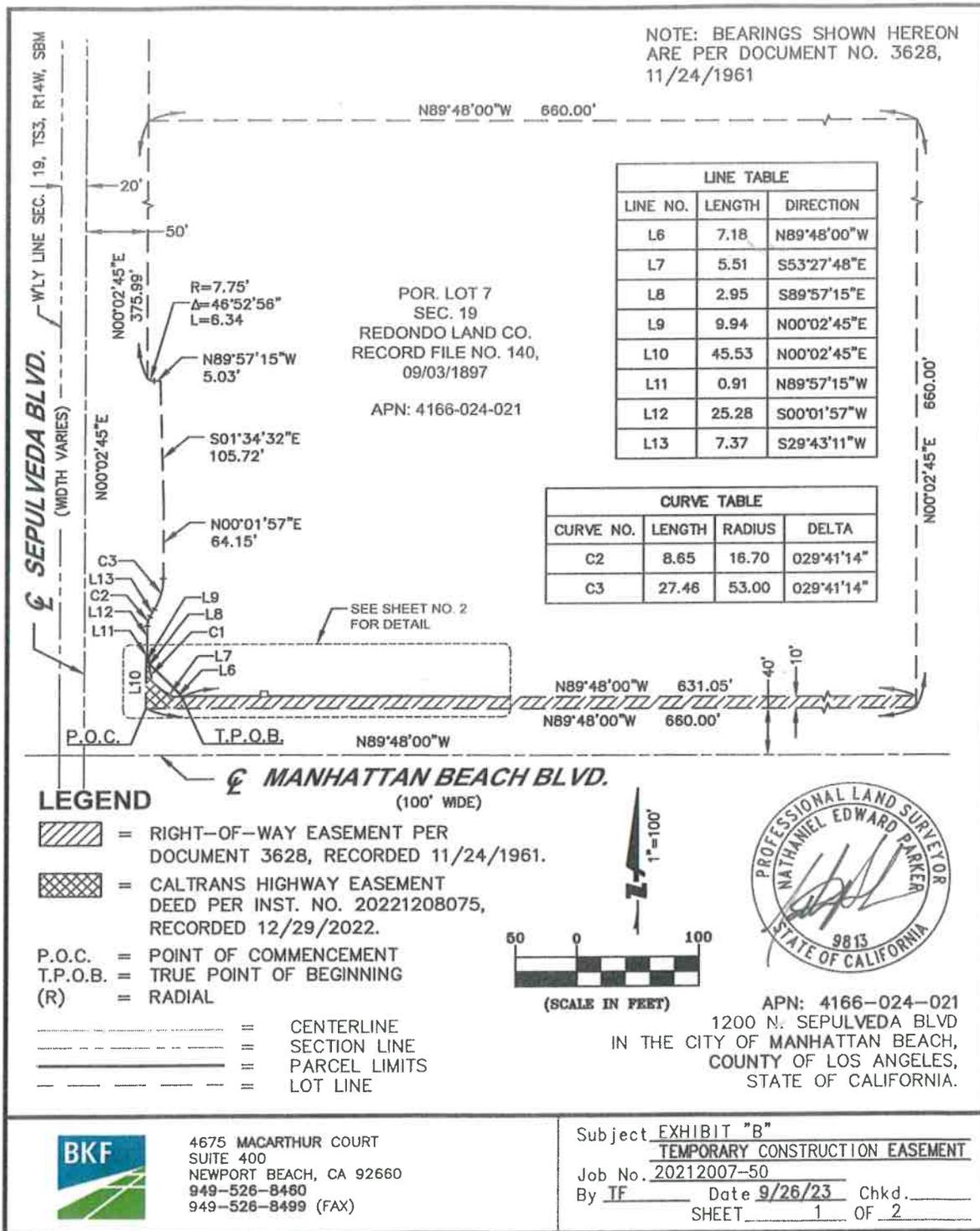
  
\_\_\_\_\_  
Nate Parker, P.L.S. No. 9813

9/27/2023  
\_\_\_\_\_  
Dated



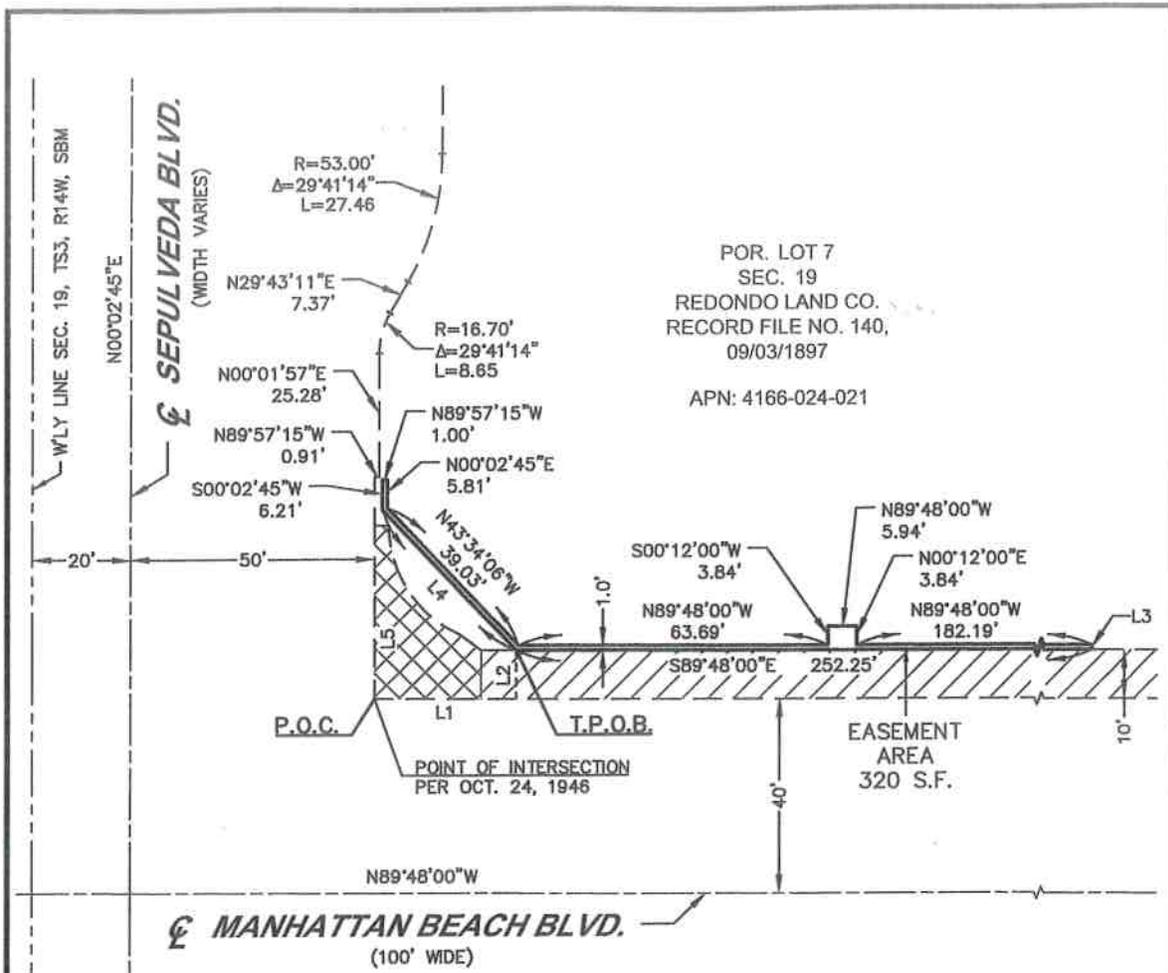
# EXHIBIT "C"

## Map Depiction of Temporary Construction Easement



4675 MACARTHUR COURT  
 SUITE 400  
 NEWPORT BEACH, CA 92660  
 949-526-8480  
 949-526-8499 (FAX)

Subject EXHIBIT "B"  
TEMPORARY CONSTRUCTION EASEMENT  
 Job No. 20212007-50  
 By TF Date 9/26/23 Chkd. \_\_\_\_\_  
 SHEET 1 OF 2

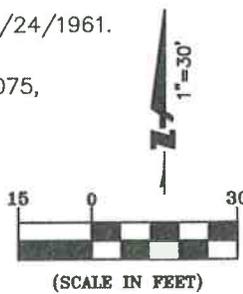


**LEGEND**

- = RIGHT-OF-WAY EASEMENT PER DOCUMENT 3628, RECORDED 11/24/1961.
- = CALTRANS HIGHWAY EASEMENT DEED PER INST. NO. 20221208075, RECORDED 12/29/2022.

P.O.C. = POINT OF COMMENCEMENT  
 T.P.O.B. = TRUE POINT OF BEGINNING  
 (R) = RADIAL

- = CENTERLINE
- = SECTION LINE
- = PARCEL LIMITS
- = LOT LINE



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	29.05	S89°48'00"E
L2	10.00	N00°12'00"E
L3	1.00	N00°12'00"E
L4	39.86	S43°34'06"E
L5	35.59	N00°02'45"E



4675 MACARTHUR COURT  
 SUITE 400  
 NEWPORT BEACH, CA 92660  
 949-526-8460  
 949-526-8499 (FAX)

Subject EXHIBIT "B"  
TEMPORARY CONSTRUCTION EASEMENT  
 Job No. 20212007-50  
 By IF Date 9/26/23 Chkd. \_\_\_\_\_  
 SHEET 2 OF 2

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 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, 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)

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Manhattan Beach by that certain Temporary Construction Easement Deed dated \_\_\_\_\_, 2023, executed by **Mann Enterprises Inc., a Delaware Corporation**, hereby accepted by the undersigned office on behalf of the City of Manhattan Beach pursuant to the authority conferred by the City of Manhattan Beach at the City Council closed session meeting held on \_\_\_\_\_, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2023

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_