

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

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

APN: 4167-015-076

[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.

Smail Nayebdadash and Nadi Nayebdadash, as Trustees of the Nayebdadash Family Trust, Dated June 18, 1999, hereinafter referred to as "GRANTOR," is the owner of, and Kinecta Federal Credit Union, a Federally Chartered Credit Union currently leases "LESSEE", that real property in the City of Manhattan Beach, County of Los Angeles, State of California, on the property commonly known as 1120 N. Sepulveda Blvd., Manhattan Beach, CA 90266, identified as County Assessor's Parcel Number 4167-015-076 (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 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 "A" and "B", attached hereto and incorporated herein ("Temporary Construction Easement Area") and that LESSEE is aware of the intended use by the GRANTOR and approves all uses as described in this document.

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.

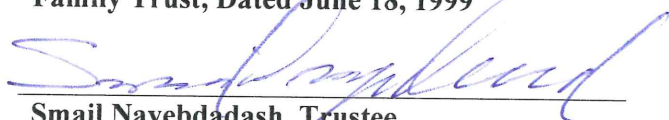
GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict 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 and approved by LESSEE as of the date set forth below. Signatures may be obtained and assembled in counterpart to complete the document.

**GRANTOR: Smail Nayebdadash and Nadi
Nayebdadash, as Trustees of the Nayebdadash
Family Trust, Dated June 18, 1999**

Dated: 9, 20, 2022


Smail Nayebdadash, Trustee

Dated: 9, 20, 2022


Nadi Nayebdadash, Trustee

**LESSEE: Kinecta Federal Credit Union, a
Federally Chartered Credit Union**

Dated: _____

Sign

Print

Title

NOTARY ACKNOWLEDGEMENTS ATTACHED for all SIGNATURES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

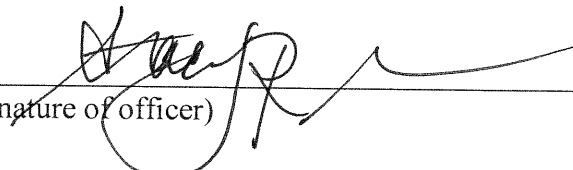
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On September 20, 2022 before me, Stacy R. Straus, Notary Public, personally appeared Smail Nayebedadash and Nadi Nayebedadash who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~hers~~/their authorized capacity(ies), and that by his/~~hers~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

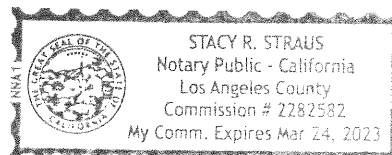
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


(Signature of officer)

(Seal)

Stacy R. Straus, Notary Public - California
Los Angeles County
Commission # 2282582
Commission expires on: March 24, 2023



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.

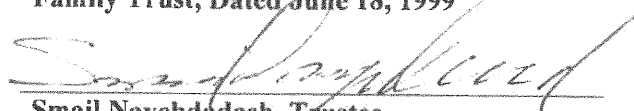
GRANTOR hereby warrants and represents that they are the sole owner of the Real Property upon which this Temporary Construction Easement is located, and that GRANTOR holds sufficient title in said property to fully grant to GRANTEE the Temporary Construction Easement described herein without conflict 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 and approved by LESSEE as of the date set forth below. Signatures may be obtained and assembled in counterpart to complete the document.

**GRANTOR: Smail Nayebdadash and Nadi
Nayebdadash, as Trustees of the Nayebdadash
Family Trust, Dated June 18, 1999**

Dated: 9,20,2022



Smail Nayebdadash, Trustee

Dated: 9,20,2022

Nadi Nayebdadash
Nadi Nayebdadash, Trustee

**LESSEE: Kinecta Federal Credit Union, a
Federally Chartered Credit Union**

Dated: 9-28-2022


Sign

Mark Holbrook
Print

SVP-CRO
Title

NOTARY ACKNOWLEDGEMENTS ATTACHED for all SIGNATURES

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 Los Angeles

On September 28, 2022 before me, Rigoberto Perez Jr. Notary Public
(insert name and title of the officer)

personally appeared Mark D. Holbrook,
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)

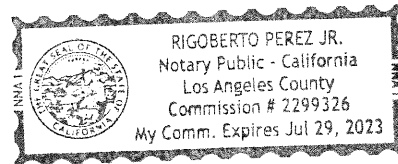


EXHIBIT 'A'

LEGAL DESCRIPTION

BEING A PORTION OF LOTS 12 AND 15 IN BLOCK 2 OF TRACT NO. 142, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF SEPULVEDA BOULEVARD BEING 90 FEET WIDE;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 15 NORTH 00°01'45" EAST 69.98 FEET;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 89°41'57" EAST 10.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH AND 10 FEET EASTERLY OF SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°01'45" EAST 127.02 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 49°20'01" EAST 35.51 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANHATTAN BEACH BOULEVARD, HAVING A HALF WIDTH OF 50 FEET;


THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 89°45'37" EAST 1.53 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 49°20'01" WEST 36.20 FEET TO A POINT ON A LINE PARALLEL TO AND EASTERLY 11.00 FEET FROM THE EASTERLY RIGHT-OF-WAY LINE OF SAID SEPULVEDA BOULEVARD;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE SOUTH 00°01'45" WEST 126.57 FEET;

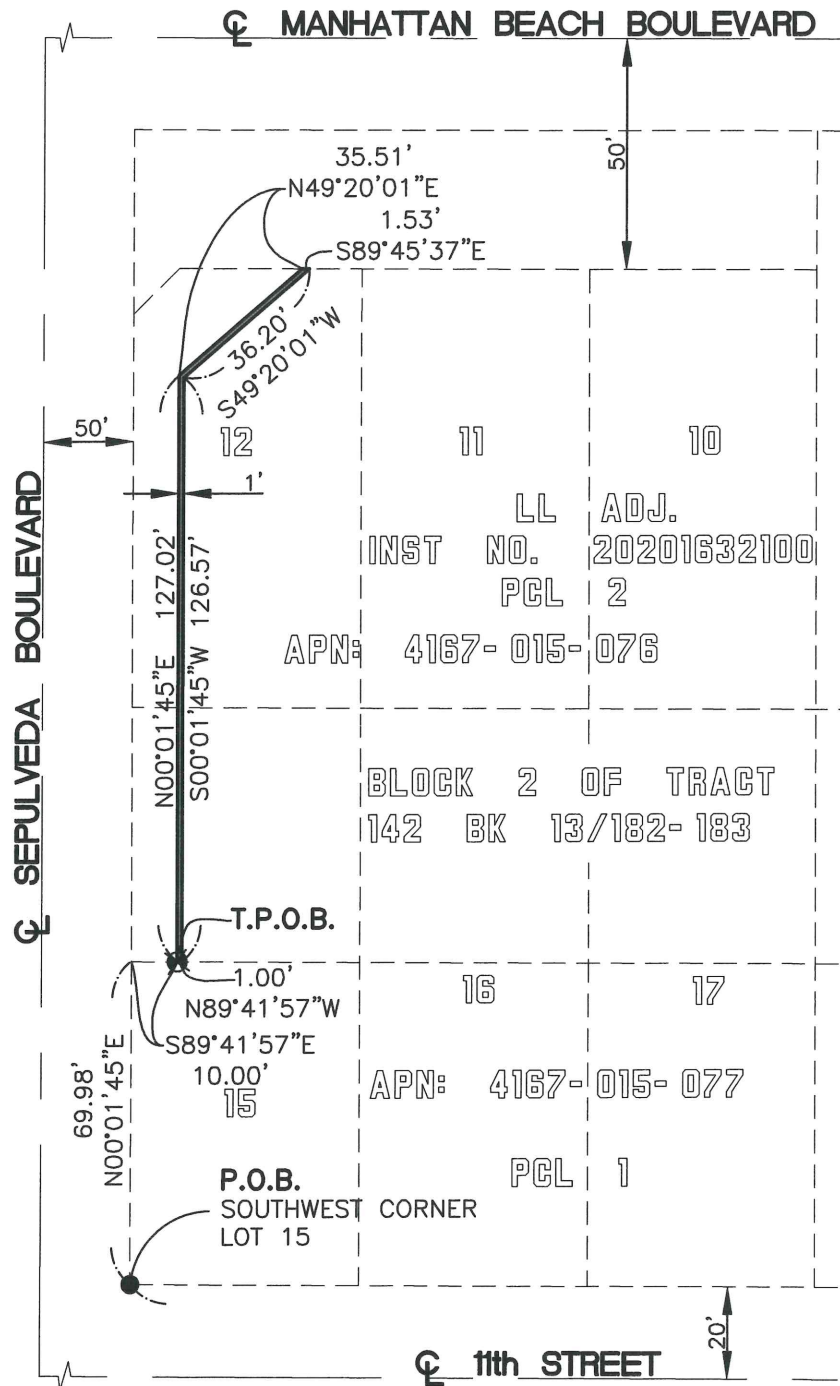
THENCE NORTH 89°41'57" WEST 1.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 162.7 SQUARE FEET, MORE OR LESS


DAVID R. CHAPIN 9-23-22
PLS 6761 DATE



SCALE : 1"=40'



AREA OF DEDICATION CONTAINING
162.7 SQFT, MORE OR LESS

TEMPORARY CONSTRUCTION EASEMENT PLAT - EXHIBIT "B"

DC ENGINEERING, INC.

1150 NORTH RICHFIELD ROAD, SUITE B
ANAHEIM, CA 92807
PHONE : (714) 779-3828

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S)
DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF
THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=40'

DRAWN BY: JDF DATE: 08/08/2022

SUBJECT: TEMP. CONS. EASEMENT