

RESOLUTION NO. 25-0006

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL ACCEPTING A GRANT OF EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT AT 1800 ROSECRANS AVENUE (APN 4138017016) FOR THE AVIATION BOULEVARD SIDEWALK GAP PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City of Manhattan Beach ("City") has undertaken a sidewalk improvement project ("Project") to provide ADA ramps and close the sidewalk gap on the west side of Aviation Boulevard between 33rd Street and approximately 575 feet north of 33rd Street. In connection with this Project, the City requires below easements, in and to portion of the property commonly known as 1800 Rosecrans Avenue APN 4138017016 ("Property") owned by Recreational Equipment, Inc. a Washington corporation ("Owner"), in the City of Manhattan Beach.

1. Grant of Easement Deed Concerning Real Property for 1800 Rosecrans Avenue APN 4138017016, dated October 24, 2024, made by Recreational Equipment, Inc. a Washington corporation. [See Attachment A]
2. Temporary Construction Easement Deed for 1800 Rosecrans Avenue APN 4138017016, dated October 24, 2024, made by Recreational Equipment, Inc. a Washington corporation [See Attachment B]

SECTION 2. Owner authorized and approved the Owner to execute the Grant of Easement Deed that grants certain property rights to the City and the Temporary Construction Easement Deed. True and correct copies of the Grant Easement Deed and Temporary Construction Easement Deed are attached hereto as Attachment A and B and are hereby incorporated by this reference.

SECTION 3. The City Council hereby accepts and consents to the conveyances of the above referenced Grant of Easement Deed and Temporary Construction Easement rights to the City for public purposes.

SECTION 4. The City Council hereby authorizes the City Manager and/or his or her designee to cause the City to accept the Owner conveyance of the above referenced Grant of Easement Deed and Temporary Construction Easement rights on behalf of the City and to record said grant of rights to the City by executing Owner Agreement Containing Grant of Easement Deed and Temporary Construction Easement Deed with the Owner (Attachment A and B) and any other forms necessary to effectuate the acceptance and recordation of the Grant of Easement Deed and Temporary Construction Easement rights.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on January 21, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

AMY THOMAS HOWARTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ATTACHMENT A

GRANT OF EASEMENT DEED,
EXHIBIT A LEGAL DESCRIPTION,
AND
EXHIBIT B PLAT

NO FEE DOCUMENT

Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 60266

The Above Space For Recorder's Use Only

APN: 4138-017-016

GRANT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, RECREATIONAL EQUIPMENT, INC., a Washington corporation ("Grantor"), does hereby grant to the CITY OF MANHATTAN BEACH, a municipal corporation of Los Angeles County, State of California ("Grantee"), a permanent non-exclusive easement and right of way for construction, operation, and maintenance of a sidewalk and other related improvements for pedestrian ingress, egress and access upon, over and across that certain real property, situated in the City of Manhattan Beach, County of Los Angeles, State of California, (the "Easement"), which is more particularly described on Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by reference.

This Easement is made subject to the following terms and conditions:

1. The Easement will contain approximately one thousand thirteen (1,013) square feet, more or less.
2. Concurrently herewith, Grantor and Grantee have entered into that certain Right of Entry and Access Agreement (the "Agreement") concerning Grantee's initial construction of "Improvements" as described and defined in the Agreement.
3. By its execution below, Grantor and Grantee accept the terms of this Easement. This Easement shall inure to the benefit of and bind Grantor and any successor owner of the real property on which the Easement and Improvements constructed thereupon are located. This Easement shall be construed, enforced and interpreted in accordance with the laws of the State of California. This Easement may be executed in several counterparts, and all of such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____ 2024.

GRANTEE:

CITY OF MANHATTAN BEACH,
a municipal corporation

By: _____

Print Name: _____

Title: _____

GRANTOR:

RECREATIONAL EQUIPMENT INC.,
a Washington corporation

By:  _____

Print Name: ROBERT T. KOETT

Title: DIRECTOR, REAL ESTATE

[NOTARY ACKNOWLEDGEMENTS BEGIN ON FOLLOWING PAGE]

ACKNOWLEDGEMENT FOR GRANTEE

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 _____) SS

On _____ 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 is true and correct.

Witness my hand and official seal.

(Signature) (SEAL)

[NOTARY ACKNOWLEDGEMENT CONTINUED ON FOLLOWING PAGE]

ACKNOWLEDGEMENT FOR GRANTOR

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 North Carolina)
) ss.
COUNTY OF Guilford)

On 10-24-2024 before me, Shamel Anderson, a Notary Public in and for the State of North Carolina, personally appeared Robert T. Koch who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as Director, Real Estate of RECREATIONAL EQUIPMENT, INC., a Washington corporation, and that by their signature on this instrument, the corporation upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

[Signature]
Notary Public Signature
Printed Name: Shamel Anderson
Residing at Greensboro, North Carolina
My Commission Expires: 7-31-29

(NOTARY SEAL)

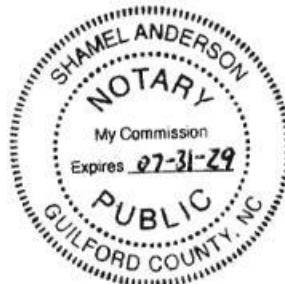


EXHIBIT "A"

LEGAL DESCRIPTION OF THE EASEMENT AREA

Right-of-Way Dedication

A portion of that certain Grant Deed, recorded in instrument number 98-2279471 Official Records of Los Angeles County, located in the City of Manhattan Beach, County of Los Angeles, State of California, more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 3 of Parcel Map No. 24240, In Book 269, Pages 62 through 64 inclusive of Parcel Maps Official Records of said County; thence coincident with the northerly line of said Parcel 3 North 89°49'21" West, 12.00 feet; thence leaving said northerly line North 00°08'17" East, 1.41 feet; thence North 14°08'07" East, 8.27 feet; thence North 00°08'17" East, 73.16 feet; thence North 15°57'45" East, 36.67 feet to the westerly right of way line of Aviation Boulevard having a half width of 44' as shown on said Parcel Map; thence along said westerly right of way line South 00°08'17" West, 117.88 feet to the **POINT OF BEGINNING**.

Containing 1,013 square feet acres, more or less.

Exhibit "B" attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System (CCS83), Zone 5, North American Datum 1983, constrained to Continuously Operating Reference Stations (CORS) P799 and P800, on the 2017.50 epoch.

END OF DESCRIPTION



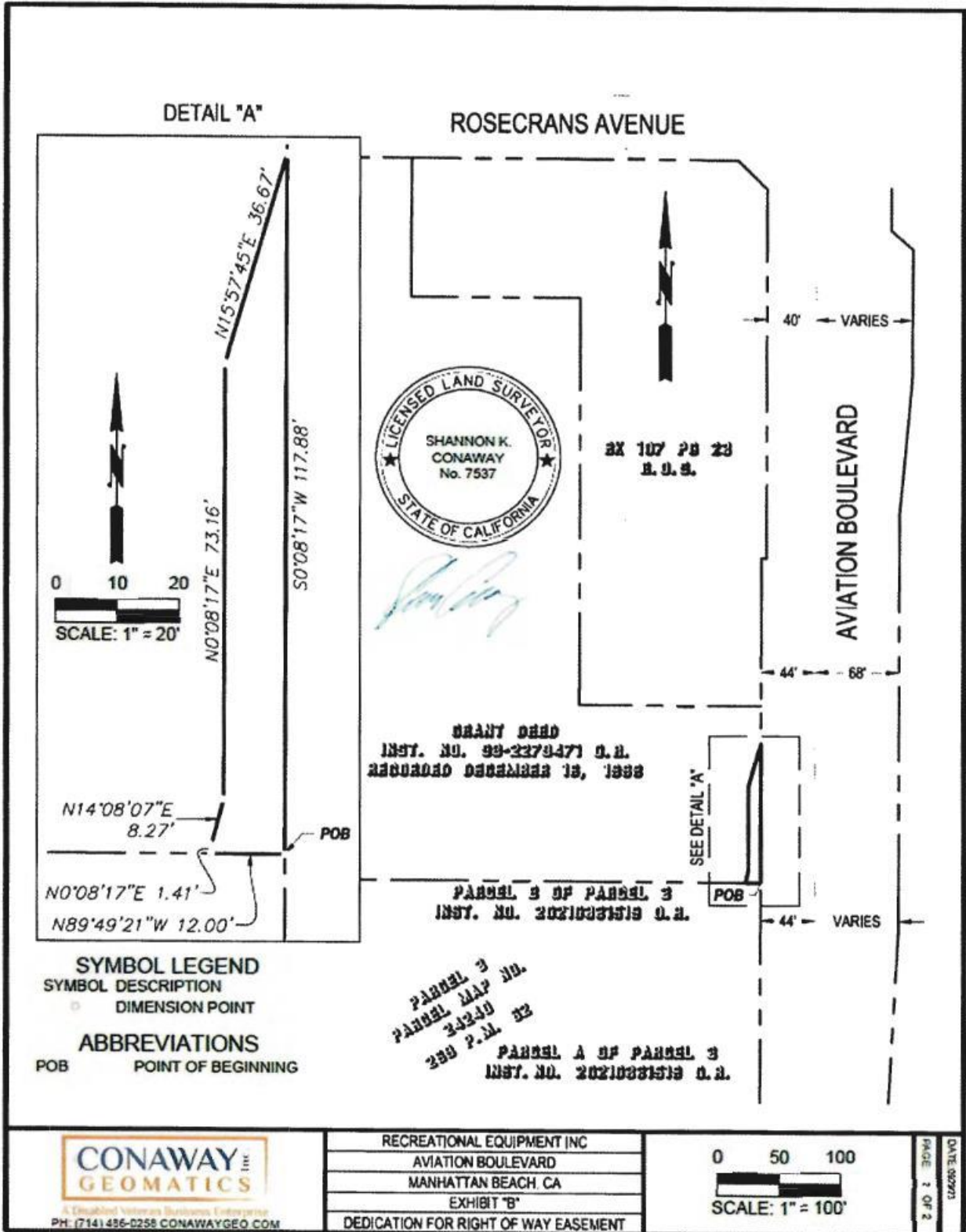
Shannon K. Conaway

Licensed Land Surveyor
California No. 7537



September 29, 2023
Date

EXHIBIT "B"
DEPICTION OF THE EASEMENT AREA



Res. 25-0XXX

ATTACHMENT B

TEMPORARY CONSTRUCTION EASEMENT DEED,

EXHIBIT A LEGAL DESCRIPTION,

AND

EXHIBIT B PLAT

RIGHT OF ENTRY AND ACCESS AGREEMENT

Aviation Boulevard Sidewalk Gap Project No. P-924

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____ (the "Effective Date"), by RECREATIONAL EQUIPMENT INC, a Washington company ("Licensor"), and the CITY OF MANHATTAN BEACH ("Licensee").

WITNESSETH:

WHEREAS, Licensor owns that certain property in the City of Manhattan Beach as described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, concurrently herewith, Licensor has granted Licensee a Pedestrian Access Easement;

WHEREAS, Licensee desires to install certain improvements ("Improvements") on the Property for the Pedestrian Access Easement, as more particularly described herein; and

WHEREAS, Licensee needs the right of entry upon and access to the portion of the Property as outlined on Exhibit "B" (the "License Area") and called out as Temporary Construction Easement in Exhibit "D", for the purpose of undertaking the Improvements;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a license (the "License") to enter upon the portion of the Property as outlined on Exhibit B to install the Improvements for the Pedestrian Access Easement in accordance with the terms and provisions of this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and agreements contained herein, and other consideration, the sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Access by Licensee. Licensee and Licensee's employees, agents, contractors and consultants designated in writing by Licensee (herein collectively called "Licensee's Designees") shall have the right to enter upon that portion of the Property as outlined on Exhibit B attached hereto, for the purpose of constructing the Improvements at Licensee's expense.

2. Term. The term of the License shall commence on the Effective Date and continue (i) until terminated automatically with no further notice to Licensee on December 31, 2026, if Licensee does not commence construction of the Improvements on or before December 31, 2026, (ii) upon completion of the construction of the Improvements in accordance with the terms and conditions of this Agreement. No termination of the License shall release Licensee from any obligations or liabilities which arise hereunder prior to the date of such termination. Upon request, Licensee shall confirm in writing with Licensor the termination of this Agreement.

3. Improvements.

A. The Improvements consist generally of sidewalk and related improvements such as: (1) clearing and grubbing of landscaping, tree removal, irrigation systems, and other materials; (2) demolition and removal of existing curb, gutter, gross gutter, and driveway approach;; (3) forming and construction of new sidewalk, ADA ramps, and associated curb and gutter; (4) forming and construction of new driveway approach, cross gutter and associated asphalt paving; (5) demolition and re-construction of concrete channel; (6) relocation and/or grade readjustment of existing utilities; and (7) painting curb and are more specifically shown on the final plans approved by Licensor. A conceptual drawing of the Improvements by RICK Engineering Company is attached hereto as Exhibit "C". Upon completion of the Improvements, the City Engineer shall certify in writing to Licensor that the Improvements have been constructed in accordance with the approved final plans, and that the Improvements were designed and constructed in accordance with all applicable laws, statutes, codes, rules and/or regulations of any governmental entity or agency having jurisdiction over such matters ("Applicable Laws"), including without limitation current requirements of ADA or any other accessibility laws.

B. Prior to commencing the Improvements and additional work, Licensee shall advise Licensor of the estimated length of time to complete the Improvements and once commenced, Licensee shall proceed continuously and diligently to complete the Improvements and the additional work within the estimated time frame.

4. Licensee Indemnity. Licensee shall, at its expense, protect, defend, indemnify and hold Licensor harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees and court costs), claims, damages, liens and stop notices against Licensor or the Property (collectively, the "Claims") arising out of or in connection with the design, construction and/or installation of the Improvements or additional work by Licensee, or nonobservance or nonperformance by Licensee of any Applicable Laws relating to this License or Licensee's obligations hereunder, or any negligence or willful act or failure to act by Licensee with respect to the design, construction and/or installation of the Improvements and/or additional work and/or this License, except to the extent caused by the negligence or willful misconduct of Licensor, or its members, employees, agents, contractors, or invitees. This indemnity shall survive any termination of this Agreement.

5. Entire Agreement. This Agreement is the entire agreement between the Licensor and Licensee with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all parties herein.

6. Jointly Drafted Agreement. In executing this Agreement, each party acknowledges that it had the opportunity to consult with and to receive the advice and counsel of an attorney duly admitted to practice in the State of California, and each party further acknowledges that it has executed this Agreement after independent investigation, of its own free choice and will, and without fraud, duress or undue influence. The terms of this Agreement have been completely read and explained by such attorneys, and such terms are fully understood and voluntarily accepted by each of the parties. All parties have cooperated in the drafting and preparation of this Agreement. Consequently, the interpretation of this Agreement shall not be construed against any party but rather shall be interpreted in accordance with its fair meaning as a whole.

7. Successors-in-Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns.

8. Licensor Representations. Licensor represents and warrants that the person signing this Agreement has the authority to bind the Licensor.

9. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed and sealed, on the day and year first written above.


LICENSEE:

CITY OF MANHATTAN BEACH,
a municipal corporation

By: _____
Print Name: _____
Title: _____

LICENSOR:

RECREATIONAL EQUIPMENT INC,
a Washington corporation

By: 
Print Name: ROBERT T. KOCH
Title: DIRECTOR, REAL ESTATE

ACKNOWLEDGEMENT FOR GRANTOR

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 North Carolina)
) ss.
COUNTY OF Guilford)

On 10-24-2024 before me, Shamel Anderson, a Notary Public in and for the State of North Carolina, personally appeared Robert T. Koch who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as Director, Real Estate of RECREATIONAL EQUIPMENT, INC., a Washington corporation, and that by their signature on this instrument, the corporation upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

[Signature]
Notary Public Signature
Printed Name: Shamel Anderson
Residing at Greensboro, North Carolina
My Commission Expires: 07-31-29

(NOTARY SEAL)



ACKNOWLEDGEMENT FOR GRANTEE

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 _____) SS

On _____ 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 is true and correct.

Witness my hand and official seal.

(Signature)

(SEAL)

[NOTARY ACKNOWLEDGEMENT CONTINUED ON FOLLOWING PAGE]

DESCRIPTION OF THE PROPERTY

ASSESSOR'S PARCEL NUMBER: 4138-017-016

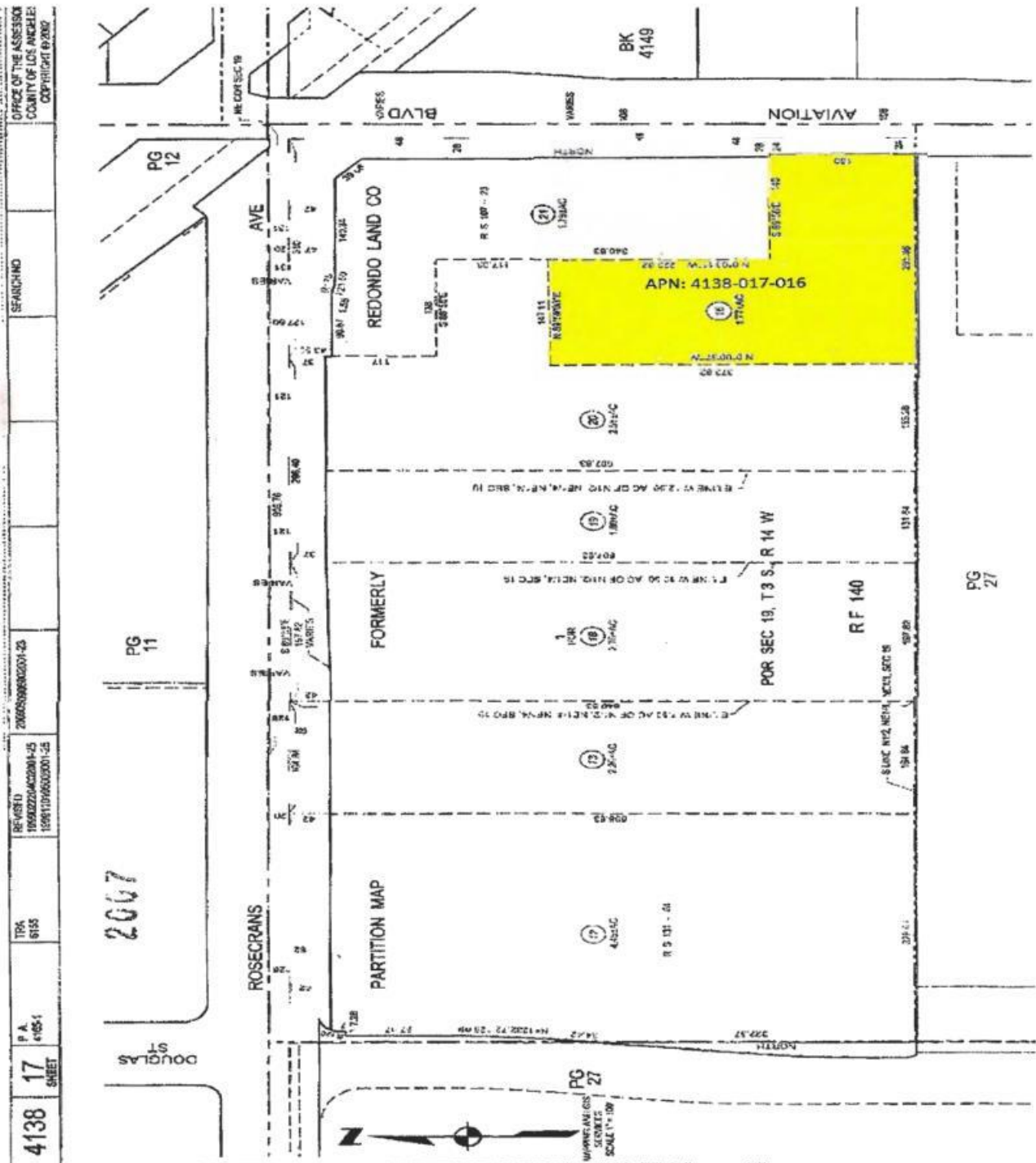


EXHIBIT "B"

LICENSE AREA

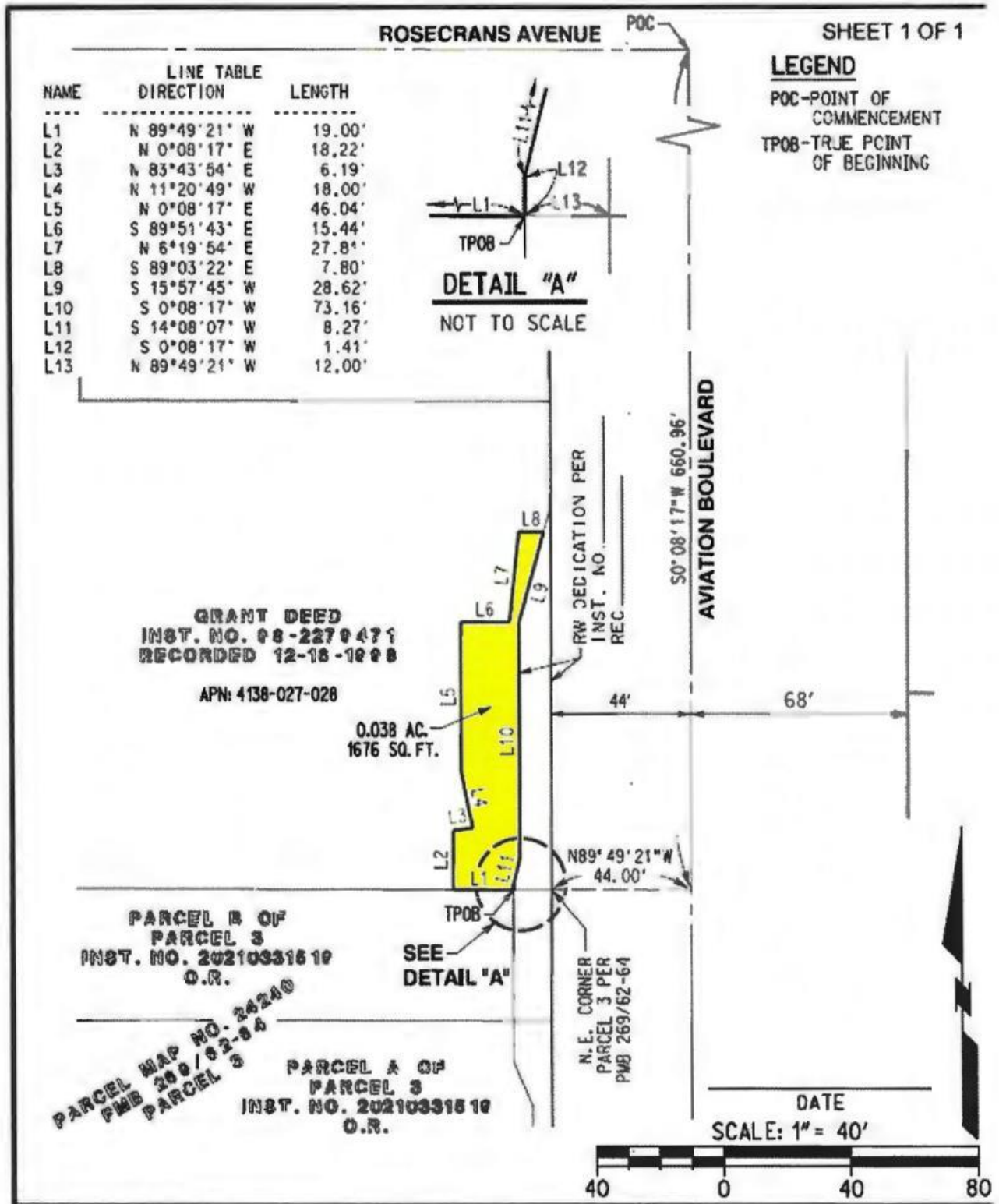


EXHIBIT "C"

CONCEPTUAL DRAWING - IMPROVEMENTS

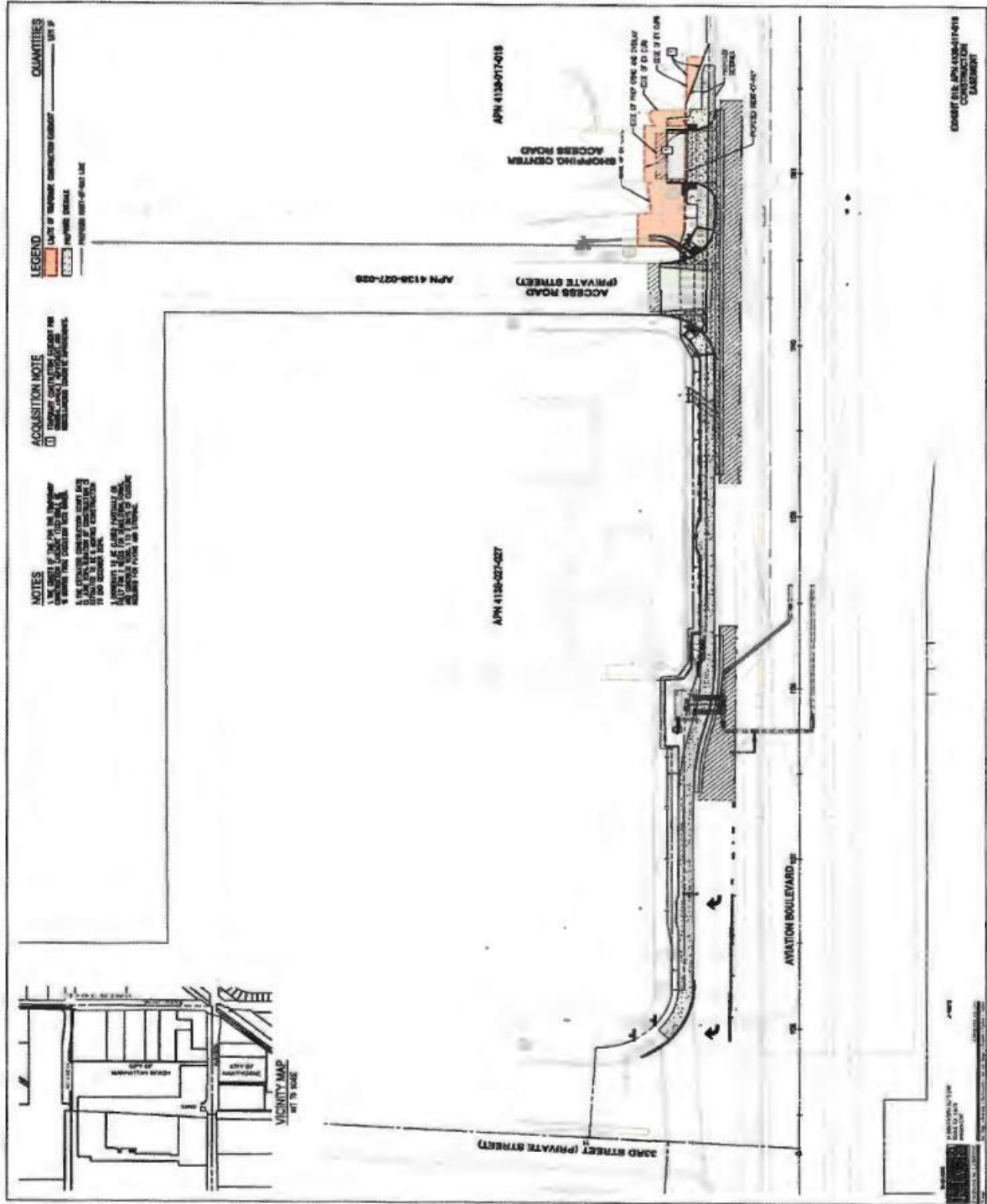


EXHIBIT "D"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION AND PLAT

A portion of the North Half of the Northeast Quarter of the Northeast Quarter of Section 19, Township 3 South, Range 14 West, in the Rancho Sausal Redondo, in the City of Manhattan Beach, County of Los Angeles, State of California, as shown on the partition map showing property formerly of the Redondo Land Company, filed on September 3, 1897, as recorders filed Map No. 140, in the Office of the County Recorder of said County said portion more particularly described as follows:

COMMENCING at the centerline intersection of Rosecrans Avenue and Aviation Boulevard as shown on Parcel Map No. 24240, as filed in Book 269, Pages 62 through 64, inclusive, of Parcel Maps, in the Office of the County Recorder of said County;

THENCE along the centerline of said Aviation Boulevard, South $00^{\circ}08'17''$ West, a distance of 660.96 feet;

THENCE North $89^{\circ}49'21''$ West, a distance of 44.00 feet to the Northeasterly corner of Parcel 3 as shown on said Parcel Map No. 24240, said point being the Southeasterly corner of a Right of Way Dedication recorded _____ as Instrument No. _____, Official Records of said County;

THENCE along the Northerly line of said Parcel 3 and the Southerly line of said Right of Way Dedication, North $89^{\circ}49'21''$ West, a distance of 12.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE continuing along the Northerly line of said Parcel 3, North $89^{\circ}49'21''$ West, a distance of 19.00 feet;

THENCE North $00^{\circ}08'17''$ East, a distance of 18.22 feet;

THENCE North $83^{\circ}43'54''$ East, a distance of 6.19 feet;

THENCE North $11^{\circ}20'49''$ West, a distance of 18.00 feet;

THENCE North $00^{\circ}08'17''$ East, a distance of 46.04 feet;

THENCE South $89^{\circ}51'43''$ East, a distance of 15.44 feet;

THENCE North $06^{\circ}19'54''$ East, a distance of 27.81 feet;

THENCE South $89^{\circ}03'22''$ East, a distance of 7.80 feet to a point on the Westerly line of said Right of Way Dedication;

THENCE along the Westerly line of said Right of Way Dedication the following 4 courses:

1. THENCE South 15°57'45" West, a distance of 28.62 feet;
2. THENCE South 00°08'17" West, a distance of 73.16 feet;
3. THENCE South 00°08'17" West, a distance of 73.16 feet;
4. THENCE South 14°08'07" West, a distance of 8.27 feet;
5. THENCE South 00°08'17" West, a distance of 1.41 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.038 acres, 1676 square feet more or less.

This description was prepared by me or under my direction.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

The Basis of Bearings for this description is the California State Plane Coordinate System (CCS83), Zone 5, North American Datum 1983, constrained to Continuously Operating Reference Stations (CORS) P799 and P800, on the 2017.50 epoch.


Jeffrey S. Boydston P.L.S. 8835

4-3-24
Date

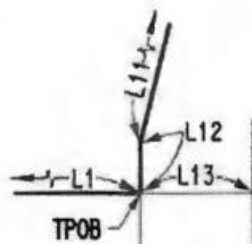


ROSECRANS AVENUE

POC

SHEET 1 OF 1

NAME	LINE TABLE DIRECTION	LENGTH
L1	N 89°49'21" W	19.00'
L2	N 0°08'17" E	18.22'
L3	N 83°43'54" E	6.19'
L4	N 11°20'49" W	18.00'
L5	N 0°08'17" E	46.04'
L6	S 89°51'43" E	15.44'
L7	N 6°19'54" E	27.81'
L8	S 89°03'22" E	7.80'
L9	S 15°57'45" W	28.62'
L10	S 0°08'17" W	73.16'
L11	S 14°08'07" W	8.27'
L12	S 0°08'17" W	1.41'
L13	N 89°49'21" W	12.00'



DETAIL "A"

NOT TO SCALE

LEGEND

POC-POINT OF
COMMENCEMENTTPOB-TRUE POINT
OF BEGINNING

GRANT DEED
INST. NO. 98-2279471
RECORDED 12-16-1998

APN: 4138-027-028

0.038 AC.
1676 SQ. FT.

PARCEL 5 OF
PARCEL 3
INST. NO. 202103315 1P
O.R.

PARCEL MAP NO. 34240
PMB 269/62-64
PARCEL 3

PARCEL 2 OF
PARCEL 3
INST. NO. 202103315 1P
O.R.

SEE
DETAIL "A"

RW DEDICATION PER
INST. NO. _____
REC. _____

S 0°08'17" W 660.96'

AVIATION BOULEVARD

44'

68'

N.E. CORNER
PARCEL 3 PER
PMB 269/62-64

40

0

40

80



4324

DATE

SCALE: 1" = 40'

RICK
ENGINEERING COMPANY

36 DISCOVERY - SUITE 240
IRVINE, CA 92618
949-588-0707

rickengineering.com

Riverside

San Diego

Orange • Sacramento • Santa Clara • San Jose • San Luis Obispo • Phoenix • Tucson • Las Vegas • Denver

CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT

TEMPORARY CONSTRUCTION EASEMENT
PROPERTY OF: RECREATIONAL
EQUIPMENT INC

SCALE: 1"=40'

DATE: FEB. 28, 2024

ATTACHMENT C

CERTIFICATE OF ACCEPTANCE
Grant Easement Deed and Temporary Construction Easement

This is to certify that the interest in real property 1800 Rosecrans Avenue (APN 4138017016) conveyed by the deed or grant dated October 24, 2024 from Recreational Equipment, Inc. a Washington corporation, is hereby accepted by the undersigned agent on behalf of the City of Manhattan Beach pursuant to authority conferred by Resolution No. 25-0XXX of the City Council of the City of Manhattan Beach, adopted on January 21, 2024, and the grantee consents to the recordation thereof by its duly authorized agent.

Dated: _____

By: _____

Title