Recording Requested By
and When Recorded Mail to:

Manhattan Beach Unified School District
Attn: Deputy Superintendent
325 S. Peck Avenue
Manhattan Beach, CA 90266

GRANT OF EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103

THIS AGREEMENT, made this 6th day of December, 2022, by and between MANHATTAN BEACH UNIFIED SCHOOL DISTRICT, a California public school district, hereinafter referred to as "Grantor", and the CITY OF MANHATTAN BEACH, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of Grantor's property commonly known as Pennekamp Elementary School, (the "Land"), which easement is described in Exhibit "A" and depicted on Exhibit "B" for the sole purpose of constructing, improving, and maintaining a public street, utilities, sidewalks, and driveways ("Easement Area").

NOW, THEREFORE,

1. Grantor hereby grants to Grantee an exclusive easement on the Land located as described in Exhibits A and B for so long as the Easement Area is used exclusively for the purpose constructing, improving, and maintaining a public street, sidewalks, utilities, and driveways. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. The first relocation shall be at Grantee's sole cost and expense. Any subsequent relocation will be at Grantor's expense. Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost to Grantee.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

10. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In

the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

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

GRANTOR: MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

By _____

Its Deputy Superintendent

GRANTEE: CITY OF MANHATTAN BEACH

By _____

By its City Manager

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 January 9, 2023 before me, Martha Angela Alvarez, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Dawnalyn Kiyomi Murakawa-Leopard
Name(s) of Signer(s)

_____,

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.

MARTHA ANGELA ALVAREZ
Notary Public - California
Los Angeles County
Commission # 2335019
My Comm. Expires Oct 8, 2024

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 Martha Angela Alvarez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Los Angeles }

On January 9, 2023 before me, Martha Angela Alvarez, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Bruce Alan Moe
Name(s) of Signer(s)

_____,

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.

MARTHA ANGELA ALVAREZ
Notary Public - California
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Place Notary Seal and/or Stamp Above

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Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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EXHIBIT "A"

STREET DEDICATION
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANHATTAN BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 25 FEET OF PARCEL 1 OF THE LAND DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 6, 1953 AS INSTRUMENT NO. 740, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 350 FEET OF THE NORTH 650 FEET, MEASURED FROM THE SOUTH LINE OF SECOND STREET, 40 FEET WIDE, AS SHOWN ON THE MAP OF REDONDO VILLA TRACT "B" IN BOOK 11, PAGE 110 AND 111 OF MAPS, OF LOT 10, SECTION 30, TOWNSHIP 3 SOUTH, RANGE 14 WEST, S.B.M. OF THE PROPERTY FORMERLY OF THE REDONDO LAND COMPANY, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED AS RECORDER'S MAP 140 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 320 FEET OF SAID LAND.

ALSO EXCEPT THE WEST 660 FEET OF SAID LAND.

TOGETHER WITH THE WESTERLY 25 FEET OF THE LAND DESCRIBED IN THE DOCUMENT RECORDED JUNE 26, 1953 AS INSTRUMENT NO. 750, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 162.5 FEET, OF THE SOUTH 650, OF THE NORTH 1300 FEET EXCEPT THE WEST 660 FEET THEREOF OF LOT 10, SECTION 30, TOWNSHIP 3 SOUTH, RANGE 14 WEST, S.B.M. OF THE PROPERTY FORMERLY OF THE REDONDO LAND COMPANY, IN THE CITY OF MANHATTAN BEACH, AS PER MAP FILED AS RECORDER'S FILED MAP 140, IN THE OFFICE OF THE RECORDER.

CONTAINING A TOTAL AREA OF 12,812 SQUARE FEET, MORE OR LESS.

ALSO SHOWN IN EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

MICHAEL FURLONG, PLS 8899
LICENSE EXPIRES: 12-31-23

9/1/22
DATE

PROFESSIONAL LAND SURVEYOR
MICHAEL FURLONG
No. 8899
STATE OF CALIFORNIA

EXHIBIT "B"

NOTE:
THIS PLAT WAS COMPILED FROM RECORD DATA PER DOCUMENTS RECORDED 02/06/53 AS INSTRUMENT NO. 740 AND RECORDED 06/26/53 AS INSTRUMENT NO. 750, BOTH OF OFFICIAL RECORDS.

PREPARED UNDER MY DIRECTION

MICHAEL FURLONG, PLS 8899

DATE: 9/1/22

PROFESSIONAL LAND SURVEYOR
MICHAEL FURLONG
No. 8899
STATE OF CALIFORNIA

LEGEND:

PARCEL LINE
DEDICATION BOUNDARY
STREET CENTERLINE

STREET DEDICATION
AREA = 12,812 SF +/-

1 OF 1	PLAT CITY OF MANHATTAN BEACH COUNTY OF LOS ANGELES STATE OF CALIFORNIA	TAIT & ASSOCIATES INC. Engineering · Surveying · Environmental 701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705 TEL. (714) 560-8200

City of Manhattan Beach

Legend

- Parcels

Scale:1: 4,540

756.7 0 378.34 756.7 Feet

This map is a user generated static output from the "MB GIS Info" Intranet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Notes

Rowell Avenue Sidewalk Gap Closure between 1st and Curtis Ave