

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

APN: 4167-015-076

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording per Gov't Code Sec. 6103

AGREEMENT CONTAINING
IRREVOCABLE OFFER OF DEDICATION
AND COVENANTS CONCERNING REAL PROPERTY
(1120 N. Sepulveda)

THIS AGREEMENT CONTAINING IRREVOCABLE OFFER OF DEDICATION AND COVENANTS CONCERNING REAL PROPERTY (this "Agreement") is made as of September 20, 2022, by **Smail Nayebdadash and Nadi Nayebdadash, as Trustees of The Nayebdadash Family Trust dated June 18, 1999**, ("Owner"), in favor of the **City of Manhattan Beach**, a municipal corporation (the "City").

1. **IRREVOCABLE OFFER OF DEDICATION.** Owner hereby represents and warrants that it is the sole owner of the property described on Exhibit "A" and depicted on Exhibit "B" (the "Property") and that such property is not encumbered by any deeds of trust or other liens (except for liens for property taxes and assessments not yet due), and makes an irrevocable offer (the "Offer") to dedicate to City an easement (the "Easement") for public street and/or alley purposes, as applicable, over the Property.

a. **Term of Offer.** The term (the "Term") of the Offer shall commence on the date of recordation hereof, which date shall be the date the Offer is deemed filed for the purposes of Manhattan Beach Municipal Code Section 10-6-4. The Offer is irrevocable by Owner.

b. **Mode of Acceptance of Offer.** The Offer may be accepted by City any time by adoption of a Resolution of the City Council of the City accepting the dedication of the Easement (the "Resolution of Acceptance"). The Resolution of Acceptance will authorize the appropriate City official to execute an instrument (the "Acceptance") accepting the Offer in substantially the form attached hereto as Exhibit "C", which is incorporated herein by reference.

2. **COVENANTS.** Owner covenants, for itself, its successor and assigns, as follows:

a. **Removal of Encroachments.** To remove, at Owner's sole cost and expense, all improvements and fixtures upon the Property which the City Engineer reasonably determines will constitute encroachments onto the Easement upon City's acceptance of the Easement (the "Encroachments"). The removal shall be performed in accordance with the following:

(1) City shall give a written notice to Owner, which notice shall: (i) describe the Encroachments that must be removed; (ii) direct Owner to remove them; and (iii) specify the date by which the removal must be completed, which date shall be no less than sixty (60) days after the date the notice is given.

(2) The Owner shall remove the Encroachments by the date specified in the notice.

(3) In the event Owner shall fail to remove the Encroachments by that date, or if Owner delays in the removal of the Encroachments such that the removal cannot practicably be completed by that date, City may immediately enter the Property and remove or cause the removal of the Encroachments at Owner's cost. Owner shall, immediately upon demand, reimburse City for City's actual costs incurred in removing the Encroachments.

b. **Construction of Improvements.** To install and complete to the satisfaction of the City Engineer any improvements that the City Engineer determines are required to effectuate the purpose of the Easement.

3. **Covenants Run With the Land.** The covenants made in this Agreement and the Offer shall run with the land and shall burden the Property for the benefit of City. The covenants and the Offer shall inure to the benefit of, or bind, as the case may require, the respective heirs, representatives, successors and assigns of City and Owner. Owner authorizes City to record this Agreement in Official Records of the Recorder's Office of the County of Los Angeles.

4. **Limitation on City Liability and Indemnification.**

a. Owner and City agree that City shall have no liability with respect to the Property or the Easement, whether resulting from the maintenance or failure to maintain same or otherwise, and shall not assume any responsibility for the Property or the Easement or any improvements or fixtures thereon or therein, unless and until both of the following occur:

(1) City adopts the Resolution of Acceptance; and

(2) The removal of all Encroachments and the construction of all Improvements have been completed to the satisfaction of the City Engineer.

b. Owner agrees to continue to maintain the Property and assume all liability for the condition of the Property until both of the conditions set forth in Section 4(a) have occurred. Owner agrees to indemnify, hold harmless, protect and defend City, its Council, and each member thereof, directors, officers, agents, employees and attorneys, from all claims, causes of action, suits, damages or other liabilities occurring in, on or about the Easement and/or the Property until both of the conditions set forth in Section 4(a) have occurred.

5. **Address for Notices.** Any notices, demands or communications under this Agreement shall be given as follows:

To Owner:

To City:

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

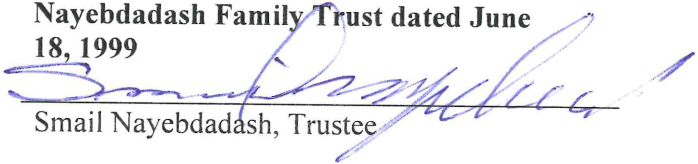
Written notices, demands and communications between City and Owner shall be sufficiently given by personal service or dispatched by first class mail, postage prepaid, return receipt requested, to the addresses set forth above. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Notwithstanding anything to the contrary contained herein, notice personally served shall be presumed to have been received as of the date of such service, and notices sent via mail as provided herein shall be presumed to have been received on the second business day after deposit of same in the mail.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the date first written above.

**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

Approved as to Form:

Approved as to Content:

Quinn M. Barrow
City Attorney

Katherine Doherty
City Engineer

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 ~~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 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

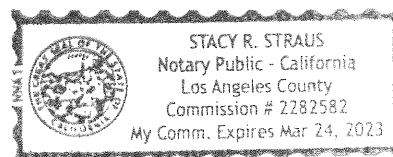


Exhibit "A"

Description of Dedication Area

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 HAVING A HALF WIDTH OF 50.00 FEET WIDE;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°01'45" EAST 69.98 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 00°01'45" EAST 140.26 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 45°08'04" EAST 14.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANHATTAN BEACH BOULEVARD, HAVING A HALF WIDTH OF 50.00 FEET;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 89°45'37" EAST 26.92 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 49°20'01" WEST 35.51 FEET, TO A POINT ON A LINE PARALLEL TO AND EASTERLY 10.00 FEET FROM THE EASTERLY RIGHT-OF-WAY LINE OF SAID SEPULVEDA BOULEVARD;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE SOUTH 00°01'45" WEST 127.02 FEET;

THENCE LEAVING SAID PARALLEL LINE NORTH 89°41'57" WEST 10.00 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING 1,765.6 SQUARE FEET MORE OR LESS

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


DAVID R. CHAPIN PLS 6761

9-23-22
DATE

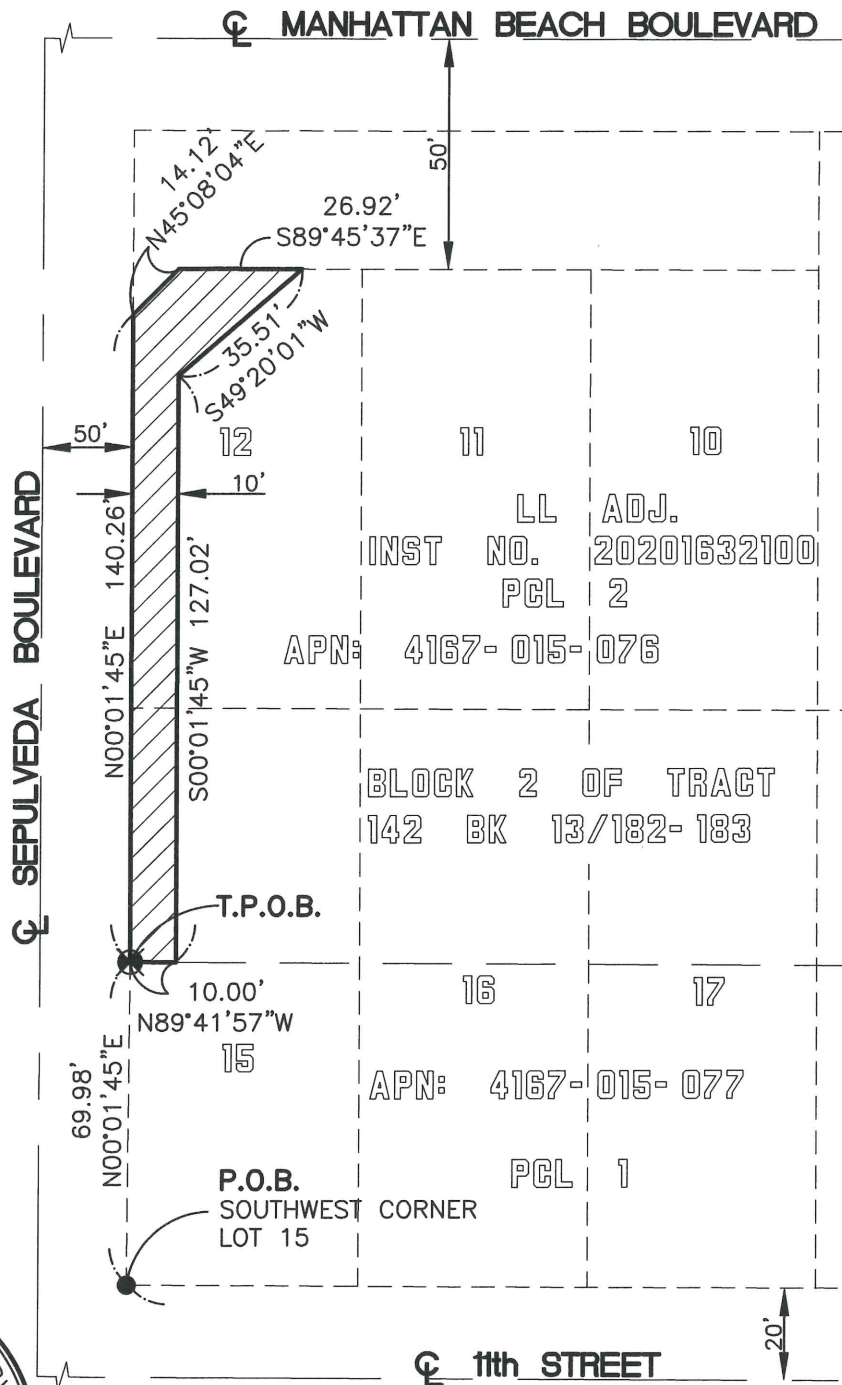


Exhibit "B"

Depiction of Dedication Area

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SCALE : 1"=40'



P.O.B. = POINT OF BEGINNING
T.P.O.B. = TRUE POINT OF BEGINNING



AREA OF DEDICATION CONTAINING 1,765.6 SQFT, MORE OR LESS

STREET DEDICATION 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: STREET DEDICATION

Exhibit "C"

Form of Acceptance of Offer

Recording Requested by
and when recorded return to:

CITY OF MANHATTAN BEACH
455 N. Rexford Drive
Manhattan Beach, CA 90210
Attn: City Clerk

Exempt from recording fees pursuant to G.C. §6103
Exempt from Documentary Transfer Taxes pursuant to R & T Code §11922

ACCEPTANCE OF DEDICATION OF EASEMENT

The CITY OF MANHATTAN BEACH, a municipal corporation ("Grantee"), hereby accepts the offer (the "Offer") of dedication of easement (the "Easement") made by **Smail Nayebdadash and Nadi Nayebdadash, as Trustees of The Nayebdadash Family Trust dated June 18, 1999** ("Grantor") in that certain Agreement Containing Irrevocable Offer of Dedication and Covenants Concerning Real Property (the "Agreement") by and between Grantor and Grantee dated as of _____, 2022, and recorded in Official Records of the Recorder's Office for the County of Los Angeles on _____, 2022 as Instrument No. _____.

The Easement is an easement for public street and/or alley purposes over that certain real property located in the City of Manhattan Beach, County of Los Angeles, State of California, described on Exhibit "A", attached hereto and incorporated herein by reference.

The Offer and this Acceptance of Dedication of Easement arises from and is made pursuant to the Agreement.

The undersigned was authorized to execute and record this Acceptance of Dedication of Easement on behalf of Grantee pursuant to resolution of the City Council of Grantee adopted on _____, 2022.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth below.

"Grantee":

CITY OF MANHATTAN BEACH, a municipal
corporation

By: [EXHIBIT ONLY]

Print Name: _____

Title: _____

Dated: _____, 2022

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 _____, before me, _____,
(insert name and title of the officer)

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)