

## AGREEMENT FOR TERMINATION OF EASEMENT

**THIS AGREEMENT FOR TERMINATION OF EASEMENT** (the “Agreement”) is entered into as of December 9, 2025 (the “Effective Date”), by and between Sandcastle Pacific, LLC, a California limited liability company (“Landowner”), and the City of Redondo Beach, a California municipal corporation (“City”). City and Landowner are collectively referred to herein as the “Parties.”

### RECITALS

A. Landowner is the owner of the real property located at 422 S. Pacific Coast Highway in the City of Redondo Beach, California (the “Property”).

B. In connection with Landowner’s construction of a commercial building and other improvements on the Property, Landowner granted to City an easement for, and the right to construct, operate, maintain, repair and use, the westerly 10 feet of the Property (the “Easement”). The Easement was granted pursuant to that certain “Street Dedication for Street and Highway Purposes,” which was recorded in the Official Records of the County of Los Angeles on July 13, 2021, as Document No. 20211079087.

C. A portion of the commercial building constructed by Landowner on the Property is located within the boundaries of the Easement, and would interfere with City’s use of the Easement.

D. City has determined that, provided Landowner pays City fair compensation for the termination of the Easement, the Easement would no longer be required by City for street and highway purposes. The City Council has approved a “Resolution of Vacation” pursuant to Streets and Highways Code Section 8335 which authorizes the recordation of a termination of the Easement, upon Landowner’s payment of fair compensation to City.

E. By this Agreement, the Parties desire to provide for the termination of the Easement through the street vacation procedure set forth by state law, and Landowner’s payment of fair compensation to City, in exchange for the termination of the Easement and the other obligations set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, City and Landowner hereby agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

## **2. Vacation and Termination of Easement.**

**2.1 Agreement to Terminate Easement.** Subject to the terms and conditions set forth herein, City agrees to vacate and terminate the Easement, and Landowner hereby agrees to compensate City for the vacation and termination of the Easement.

**2.2 Compensation Amount.** Landowner shall pay City the sum of Four Hundred Five Thousand Dollars (\$405,000) as compensation for City's vacation and termination of the Easement (the "Compensation Amount").

## **3. Recordation and Payment of Compensation Amount.**

**3.1 Easement Termination.** The termination of the Easement shall be accomplished through the City's recording of the Resolution of Vacation in the official records of Los Angeles County, California. The termination of the Easement (the "Easement Termination") will occur no later than January 23, 2026 ("Easement Termination Date"), or such other date that the Parties agree in writing. In the event that the Easement Termination has not occurred on or prior to the Easement Termination Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement, and City may rescind the Resolution of Vacation of the Easement. As long as neither Party so elects to terminate this Agreement, the Parties shall terminate the Easement as soon as possible. Upon any such termination of this Agreement, neither Party shall have any further rights or obligations hereunder, except for the rights and obligations expressly provided to survive termination of this Agreement.

**3.2 Landowner's Conditions to Easement Termination.** Landowner's obligation to pay the Compensation Amount to City is subject to the satisfaction of all of the following conditions or Landowner's written waiver thereof (in Landowner's sole discretion) on or before the Easement Termination Date:

(a) City has approved and fully executed a Resolution of Vacation substantially in the form attached hereto as Exhibit "A" and incorporated herein.

(b) City has performed all obligations to be performed by City pursuant to this Agreement.

(c) If desired by Landowner, a title company acceptable to Landowner is irrevocably committed to issue a title insurance policy endorsement to Landowner, at Landowner's cost, insuring that the Easement has been terminated and is of no further force or effect.

**3.3 City's Conditions to Easement Termination.** City's obligation to terminate the Easement is subject to the satisfaction of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Easement Termination Date:

(a) Landowner has delivered to City the Compensation Amount and all costs required by this Agreement to be paid by Landowner.

(b) Landowner has performed all obligations to be performed by Landowner pursuant to this Agreement before the Easement Termination Date.

**3.4 Easement Termination Costs.** Landowner will pay all recording fees, title insurance costs, and governmental fees, if applicable.

#### **4. Investigations and Release of Claims.**

**4.1 Investigations.** Landowner acknowledges that it has been given a full opportunity to inspect and investigate each and every aspect of the portion of the Property which is subject to the Easement (the "Easement Area"), either independently or through agents of Landowner's choosing. Landowner acknowledges that prior to the Effective Date it has used and occupied the Property and is familiar with the physical characteristics and existing conditions of the Easement Area.

**4.2 Disclaimer.** Landowner hereby fully and forever waives, and fully and forever disclaims, all warranties of whatever type or kind with respect to the Easement Area and the Property, whether express, implied or otherwise including, without limitation, those of fitness for a particular purpose, habitability or use.

**4.3 As Is.** Landowner acknowledges and agrees that neither City nor anyone acting on behalf of City has made any representations, warranties, or promises to Landowner concerning any aspect of the Easement Area or the Property. Landowner will be accepting the termination of the Easement based solely upon and in reliance of its own inspections, evaluations, analyses and conclusions, and Landowner will be accepting the termination of the Easement in its "As Is" condition and state of repair inclusive of all faults and defects, whether known or unknown, as may exist as of the Easement Termination Date, and Landowner expressly acknowledges the risk that adverse physical, environmental, financial, legal and other conditions may not be revealed by Landowner's inspection of the Easement Area.

**4.4 Landowner's Waiver of Objections.** Landowner hereby waives any and all objections to, claims, causes of action or complaints (including, without limitation, actions based on federal, state or common law and any private right of action under CERCLA, RCRA or any other state and federal law to which the Easement Area and the Property are or may be subject) regarding physical characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous substances on, under, adjacent to or otherwise affecting the Easement Area and the Property and existing as of the Easement Termination Date. Landowner further hereby acknowledges the risk of changes in applicable laws and regulations including, without limitation, those relating to past, present and future environmental conditions on the Easement Area and the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of hazardous substances or other contaminants, may not be revealed by its investigation.

**4.5 Release of City From Liability.** As of the Easement Termination, Landowner hereby releases City and its officers, employees, agents, representatives, boards and commissions, from all responsibility and liability to Landowner regarding the condition

(including, without limitation, its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous substances or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Easement Area or the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Easement Area and the Property, or its suitability for any purpose whatsoever.

**4.6 Release of Landowner From Liability.** As of the Easement Termination, City hereby releases Landowner and its officers, employees, agents, and representatives, from all responsibility and liability to City regarding any occupancy, use, and improvement of the Easement Area by Landowner and its officers, employees, agents, and representatives, prior to the Easement Termination.

**4.7 Civil Code Section 1542 Waiver.** In connection with the releases and waivers set forth in this Section 4, Landowner and City, on behalf of themselves, their respective successors, assigns and successors-in-interest and such other persons and entities, hereby waive the benefit of California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.”

Landowner:  City: \_\_\_\_\_

**5. Remedies.** In the event of a breach or default under this Agreement by City prior to the Easement Termination, Landowner reserves the right to either (a) seek specific performance from City or (b) do any of the following: (i) to waive in writing the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Easement Termination Date until City is able to perform; or (iii) to terminate this Agreement upon written notice to City, whereupon City shall return to Landowner the Compensation Amount if previously paid to City by Landowner, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. In the event of a breach or default under this Agreement by Landowner prior to the Easement Termination, City shall have all remedies available at law or equity.

**6. Brokers.** Each Party represents that no real estate broker has been retained by it with respect to the termination of the Easement or negotiation of this Agreement. Each Party shall indemnify, hold harmless and defend the other Party from any and all claims, actions and liability and any commission, finder's fee, or similar charges from such Party's broker, and its respective employees, agents, consultants and contractors.

**7. Assignment.** Absent an express signed written agreement between the Parties to the contrary, neither City nor Landowner may assign its rights or delegate its duties under this Agreement without the express written consent of the other.

## **8. Miscellaneous.**

**8.1 Attorneys' Fees.** If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs.

**8.2 Interpretation.** This Agreement has been negotiated at arm's length and each Party has been represented by independent legal counsel in this transaction. This Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

**8.3 Survival.** All indemnities, covenants, representations and warranties contained in this Agreement shall survive the Easement Termination.

**8.4 Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

**8.5 Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

**8.6 Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject hereof, and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

**8.7 Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

**8.8 Notices.** Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested, to the Party's address as set forth below:

City: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: City Manager  
(with copy to City Attorney)

Landowner: Sandcastle Pacific LLC  
318 Avenue I, #502  
Redondo Beach, CA 90277  
Attention: Christopher Farentinos and Vanessa Troyer-Farentinos

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

**8.9 Time.** Time is of the essence to the performance of each and every obligation under this Agreement.

**8.10 Days of Week.** If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

**8.11 Reasonable Consent and Approval.** Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

**8.12 Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

**8.13 Waivers.** Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by

another Party shall not be construed to be consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

**8.14 Signatures/Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

**8.15 Date and Delivery of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between the Parties is effective, executed, or delivered, as of the Effective Date.

**8.16 Representation on Authority of Parties.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**8.18 Approvals.** Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of City, without further authorization required from the City Council. City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of City.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY:**

**CITY OF REDONDO BEACH,**  
A California municipal corporation

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

**ATTEST:**

By: \_\_\_\_\_  
Eleanor Manzano, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Joy A. Ford, City Attorney

**LANDOWNER:**

**SANDCASTLE PACIFIC, LLC,**  
a California limited liability company

By:   
Signed by:  
7B2F7B4BE30E4A2...  
Christopher Farentinos, Managing Member 12/3/2025 | 1:06 PM PST

By:   
Signed by:  
AC0DE78CF792422...  
Vanessa Troyer-Farentinos, Managing Member 12/3/2025 | 2:01 PM PST



**EXHIBIT A**

**RESOLUTION NO. CC-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,  
CALIFORNIA, SUMMARILY VACATING AN EASEMENT FOR STREET AND  
HIGHWAY PURPOSES LOCATED AT 422 S. PACIFIC COAST HIGHWAY, REDONDO  
BEACH, CALIFORNIA**

**WHEREAS**, Sandcastle Pacific, LLC, a California limited liability company (“Landowner”) is the owner of the real property located at 422 S. Pacific Coast Highway in the City of Redondo Beach, California (the “Property”); and

**WHEREAS**, in connection with Landowner’s construction of a commercial building and other improvements on the Property, Landowner granted to the City an easement for, and the right to construct, operate, maintain, repair and use, the westerly 10 feet of the Property, which easement is depicted in Attachment No. 1 hereto (the “422 PCH Easement”); and

**WHEREAS**, the 422 PCH Easement was granted to the City pursuant to that certain “Street Dedication for Street and Highway Purposes,” which was recorded in the Official Records of the County of Los Angeles on July 13, 2021, as Document No. 20211079087; and

**WHEREAS**, a portion of the commercial building constructed by Landowner on the Property is located within the boundaries of the 422 PCH Easement, and would interfere with the City’s use of the 422 PCH Easement; and

**WHEREAS**, the City Council is authorized by California Streets and Highways Code Section 8334 to summarily vacate the excess right-of-way of a street or highway which is not required for street or highway purposes; and

**WHEREAS**, City has determined that, provided Landowner pays the City fair compensation for the termination of the 422 PCH Easement, the 422 PCH Easement is no longer required by the City for street and highway purposes; and

**WHEREAS**, the City and Landowner are concurrently entering into an Agreement for Termination of Easement which will provide for the termination of the 422 PCH Easement through the summary street vacation procedure set forth by California Streets and Highways Code Section 8330, et seq, upon the satisfaction of certain conditions including Landowner’s payment of fair compensation to City; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA,  
DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

**SECTION 2.** The City Council hereby finds and determines that, pursuant to California Streets and Highways Code Section 8334, the 422 PCH Easement is no longer required for street and highway purposes.

**SECTION 3.** The City Council hereby finds that there are no in-place public utility facilities located within the 422 PCH Easement that are in use and would be affected by the vacation of the 422 PCH Easement.

**SECTION 4.** The City Council hereby finds, pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines, that vacation of the 422 PCH Easement is not a project within the meaning of the CEQA because it has no potential for causing a significant effect on the environment.

**SECTION 5.** The 422 PCH Easement is hereby vacated pursuant to the summary street vacation procedure set forth in California Streets and Highways Code Section 8330, et seq.

**SECTION 6.** Upon the satisfaction of all conditions precedent to termination of the 422 PCH Easement pursuant to Section 3.3 of the Agreement to Terminate Easement, the City Clerk is hereby authorized and directed to record in the Office of the Los Angeles County Recorder a certified copy of this Resolution, attested by the City Clerk under seal. The recordation of this Resolution shall be deemed as the City's acknowledgement that such conditions precedent have been satisfied. From and after the date this Resolution is recorded, the 422 PCH Easement shall no longer constitute a street or highway.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joy A. Ford, City Attorney

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES                    )ss  
CITY OF REDONDO BEACH                    )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-\_\_\_\_\_ was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

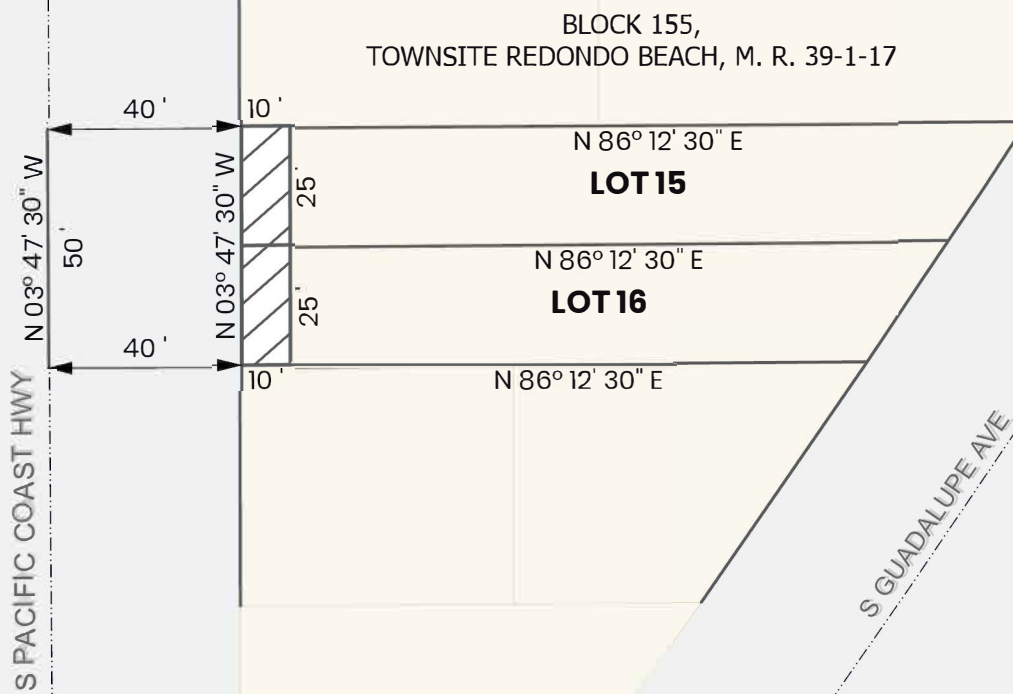
\_\_\_\_\_  
Eleanor Manzano, CMC  
City Clerk

**ATTACHMENT NO. 1**

**MAP OF EASEMENT**

**[To Be Attached]**

**EXHIBIT "A"**  
**PROPOSED 10' STREET VACATION**  
**OF**  
**422 S PACIFIC COAST HWY**



1 inch = 40 feet

MAP SHOWING STREET VACATION OF  
 THE WESTERLY 10 FEET OF LOTS 15 AND 16  
 BLOCK 155, TOWNSITE REDONDO BEACH, M. R. 39-1-17  
 422 S PACIFIC COAST HWY  
 CITY OF REDONDO BEACH  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



11/25/2025

