

## TEMPORARY CONSTRUCTION AND ACCESS AGREEMENT

**Public Project:** **BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PHASE 1 PROJECT AND KNOB HILL WIDENING IMPROVEMENTS, JOB NO. 40510**  
**Grantor's Property:** **715 KNOB HILL AVENUE, REDONDO BEACH, CA 90277**  
**APN:** **7507-012-011** (the "Property")

This Temporary Construction and Access Agreement ("Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantor**") and the **CITY OF REDONDO BEACH**, a chartered municipal corporation of Los Angeles County, State of California ("**Grantee**"), to grant certain rights in, upon, over, under, and across that certain portion of Grantor's Property located in the City of Redondo Beach, Los Angeles County, California, and more particularly identified as follows:

### **SEE ATTACHED: EXHIBIT "A" (Legal Description of the "Construction Area")**

1. Grantee intends to construct a public improvements project in the public right-of-way (the "Project") adjacent to Grantor's Property and construction of an incidental portion of the Project requires access to and use of the Construction Area on Grantor's adjoining Property.
2. In consideration of the benefits accruing to Grantor and/or in the interest of the public health, safety, and welfare, Grantor hereby grants to Grantee, its agents, employees, and contractors the right to enter upon and utilize that portion of the Property identified in the Construction Area for all purposes necessary or incidental to construction of the Project, including, but not limited to, construction activities such as access, temporary fencing, excavation, grading, backfill, compaction, ingress/egress, paving, and depositing tools, equipment, and materials for all activities incidental to such construction work. Grantee hereby agrees to perform all related construction work in a professional and workmanlike manner in accordance with approved set of plans and specifications for the Project. All work to be performed by the Grantee pursuant to this Agreement shall be at no expense to the Grantor. Grantee, at its sole cost and expense, shall maintain, repair, and restore the Construction Area and Grantor's improvements thereon to a condition comparable to which existed prior to the construction activity. This obligation shall be subject to normal wear and tear and any pre-existing conditions documented prior to the commencement of construction. Grantee's responsibility for maintenance, repair, and restoration shall extend only through the completion of the construction work, as defined in this Agreement. Upon completion of the construction work, the responsibility for any further maintenance, repair, and restoration of the Construction Area shall revert to the Grantor. However, until such completion, the Grantee shall be responsible for any damages, claims or losses occurring on the Construction Area caused by Grantee's or Grantee's agents' negligent use of the Construction Area
3. The rights to utilize the Construction Area shall commence upon the date of execution of this Agreement by the Grantor and its acceptance by the Grantor's authorized representative. This Agreement and Grantee's right to utilize the Construction Area shall cease and be terminated at such time as the construction of improvements for the Project within the Construction Area is completed, or six months from May 1, 2024, whichever first occurs.
4. Grantee, by exercise of the rights hereby granted, agrees to indemnify and hold harmless Grantor from and against any and all claims for damage or liability arising out of the Grantee's exercise of said rights from the date of commencement through completion of the construction work. Further, Grantor shall not seek to recover from Grantee, or any of its officers, agencies, agents, contractors, attorneys, subcontractors and employees, the costs for any commercial inconvenience or losses incurred as a result

of the Project improvements described in this Agreement. Upon completion of the construction work, Grantor shall retain responsibility and liability for all of the real property for which it is the legal owner, including those portions of the Property for which the Agreement was utilized, in the same manner and to the same extent as existed prior to commencement of the construction work or this Agreement.

5. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement.
6. The rights and interest granted herein to the City of Redondo Beach, a governmental agency, is authorized to be accepted by the Mayor, on behalf of the City of Redondo Beach.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Grantor:** THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

**Grantee: City of Redondo Beach**

By: \_\_\_\_\_  
Jim Light, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Michael W. Webb, City Attorney

# EXHIBIT "A"

## Legal Description of the Construction Area

The area between the south boundary lines of Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, Tract No. 10019, Block 58 of the Public Records of Los Angeles County, California and a boundary line five feet north parallel to the south boundary line of said lots.

