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20181239869



Pages:  
0034

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Recorder's Office, Los Angeles County,  
California

12/07/18 AT 03:05PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
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PAID:	0.00



LEADSHEET



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SEQ:  
03

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

NAME City of Redondo Beach

MAILING ADDRESS

PO BOX 270

CITY, STATE and ZIP CODE

Redondo Beach, CA 90277

12/07/2018



\*20181239869\*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Covenant and Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Southern California Gas Company  
8101 Rosemead Blvd., SC722K  
Pico Rivera, California 90660-5100  
Attn.: Land & Right of Way

APN(s): 7520-001-901  
& 7520-001-902

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **GAS FACILITIES EASEMENT**

THIS GAS FACILITIES EASEMENT (this "Agreement") is dated August 14, 2018 (the "Effective Date") and is entered into by and between CITY OF REDONDO BEACH ("Grantor") and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantee"). Grantor and Grantee are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

#### RECITALS

A. Grantor owns that certain parcel of real property commonly described as the Redondo Beach Dog Park (portions of Assessor's Parcel Number 7520-001-901 and 7520-001-902) located at 200 North Flagler Lane, in the City of Redondo Beach, California 90278 and described in Exhibit A attached hereto and incorporated by this reference (the "Real Property").

B. Grantee has requested from Grantor, and Grantor has agreed to grant to Grantee and its employees, contractors, agents and representatives (the "Grantee Parties"), the rights to use certain portions of the Real Property as more particularly described in Paragraph 1 below, subject to and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement:

Grantor hereby grants to Grantee and the Grantee Parties the following rights to use the following portions of the Real Property for the following limited purposes, subject to and upon the terms and conditions set forth in this Agreement:

(a) Exclusive right to use Parcel A (comprising approximately 5,724 square feet), and non-exclusive right to use Parcel B (comprising approximately 5,276 square feet) to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with metering, measuring, regulating, cathodic protection, communications, electrical service and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation of natural gas over, under, through, along, and for all other



purposes connected therewith, described in Exhibit B and depicted in Exhibit C, attached hereto and made a part hereof.

(b) The right and obligation to make the improvements to Parcel A and Parcel B described in Exhibit D. Notwithstanding the forgoing, Grantee shall have the right to reconstruct, relocate, reconfigure and modify its Facilities, from time to time, as Grantee deems necessary within Parcel A as regulated by the California Public Utilities Commission (“PUC”). Any work not under the jurisdiction of the PUC shall be subject to approval by the Grantor.

(c) **The non-exclusive right to use Parcel C** (comprising approximately 10,120 square feet) **for ingress and egress to and from Parcel A and Parcel B to access** the Facilities, described in Exhibit B and depicted in Exhibit C.

(d) **The exclusive right to use a temporary construction easement** (comprising an area approximately 4,312.5 square feet ) described on Exhibit E solely for the purpose of staging, laydown and parking related to the **initial construction of facilities** contemplated by this Agreement. **Grantee shall provide temporary screened fencing for all project areas during the relocation project.**

(e) The **non-exclusive right to use a temporary construction easement** (comprising an area approximately **23,500 square** feet) described on Exhibit E solely for the purpose of staging, **laydown and parking related to the initial construction of facilities contemplated** by this Agreement. Grantee shall provide temporary screened fencing for all project areas during the relocation project.

The foregoing rights are collectively referred to herein as the “Easement”; those portions of the Real Property described above are collectively referred to herein as the “Easement Area”; and the foregoing described uses are hereinafter collectively referred to as the “Permitted Purposes.”

## 2. Term of Easement:

The term of the **easement as** to the rights granted in Sections 1(a) - (c) above shall commence on August 14, 2018 and expire on **August 13, 2117**. The term of the easement as to the rights granted in Section 1(d) above shall commence on the date specified herein and shall expire 18 months later. Upon the expiration or earlier termination of this Agreement, Grantee shall at its cost, remove its improvements and restore the portions of the Real Property on which they are located to substantially the condition they were in prior to installation of the improvements, and the applicable terms of Section 8 shall apply.

## 3. Easement Fee:

Within forty-five (45) days following Grantee’s receipt of the SCE’s Grant of the Additional Access Rights as provided in Section 5 below, Grantee shall pay to Grantor a one-time payment for credit to the City of Redondo Beach’s Open Space Acquisition Fund in the sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) (the “Easement Fee”).

## 4. Condition of Easement Area:

Grantee hereby accepts the Easement Area “as is” with all faults, without representation or warranty, express or implied, subject to all matters of record and all matters visible or ascertainable

from a diligent inspection.

5. Access to Easement Area:

Grantor holds an exclusive license over certain property owned by Southern California Edison (“SCE”) adjacent to the Real Property (the “SCE Property”). The effectiveness of this Agreement is conditioned upon SCE’s agreement to provide Grantee with access over and across the SCE Property for the term of this Easement via the routes identified as Parcel C and Parcel D, collectively, in Exhibit D (“Additional Access Rights”). Immediately upon execution of this Agreement, Grantor shall provide a letter of consent and/or such other documentation reasonably required by SCE for SCE to grant the Additional Access Rights to Grantee.

6. Use of Easement Area:

(a) Grantee shall use the Easement Area for the Permitted Purposes, as described in Paragraph 1 above. Grantee shall permanently enclose Grantee’s above-ground Facilities on Parcel A per obligations described in Exhibit D. Grantee shall have the right, but not the obligation, from time to time during the term of this Agreement, to erect a temporary screened fence around all or any portion of Grantee’s Facilities on Parcel B.

(b) Grantee shall obtain any permits and approvals required by all federal, state, county or local governmental authorities (each, a “Governmental Authority”) in connection with the Permitted Purpose (collectively, the “Permits and Approvals”). Grantee shall obtain any necessary permits from Grantor, including, but not limited to building and engineering permits not under the jurisdiction of the California Public Utilities Commission. Design of the facilities in Exhibit B that is not under the jurisdiction of the PUC is subject to approval by the City of Redondo Beach. At all times during the term of the Easement, Grantee shall conduct the Permitted Purpose in a manner that does not violate (i) the terms and conditions of any Permits and Approvals, or (ii) any applicable federal, state or local laws, statutes, codes, ordinances, or regulations (collectively, “Applicable Laws”).

(c) At all times during the term of the Easement, Grantee shall conduct (and shall cause the Grantee Parties to conduct) all activities in respect of the Easement and the Easement Area in a manner designed to minimize any unreasonable interference with the activities of Grantor in respect of the Real Property and with the use of the Real Property as a park. Grantee shall promptly repair any damage caused by Grantee to Grantor’s property to the reasonable satisfaction of the City Engineer.

(d) Except in its operation as a natural gas utility, neither Grantee nor the Grantee Parties shall cause or authorize (i) any activity to occur on the Easement Area that constitutes waste or public or private nuisance, (ii) any explosive or highly flammable substances or materials to be stored, released, generated, placed, handled or used within the Easement Area, (iii) any trailers or recreational vehicles to be parked within the Easement Area, or (iv) any party to live or reside within the Easement Area. This Agreement has no bearing on whether or not Grantee must apply for and obtain a franchise from Grantor for Grantee’s facilities within Grantor’s City limits.

(e) Grantee shall promptly discharge any liens arising from any work performed, material furnished, obligations incurred or any other thing done or permitted by Grantee and/or the Grantee Parties in respect of the Easement Area; provided that Grantee may



dispute any such lien so long as Grantee first posts a bond for such lien in the amount required under and otherwise in accordance with all Applicable Law.

(f) Grantee acknowledges that a former landfill existed at parts of the Real Property. Grantee shall be solely responsible for characterization and disposal of any soil, waste or debris arising out of the construction of improvements related to this Agreement and ensuring that any disturbance of soil or former refuse at the site does not violate any Applicable Laws.

7. Maintenance.

Grantee shall perform the maintenance as set forth in **Exhibit F** and incorporated herein by reference as though fully set forth herein.

8. Default, Termination and Other Remedies

If a Party is in default under this Agreement, the other Party may seek injunctive relief, if applicable, without notice or opportunity for the Party in default to cure the default, except as expressly set forth herein.

If a Party defaults with respect to the payment of money, and the other Party gives the defaulting Party written notice of such default, and the defaulting Party fails to cure the default within ten (10) days after such notice is given, then the non-defaulting Party may terminate this Agreement by additional written notice.

If a Party defaults with respect to any obligation that does not require the payment of money, and the other Party gives the defaulting Party written notice of such default, and the defaulting Party fails to cure the default within thirty (30) days after such notice is given, then the non-defaulting Party may terminate this Agreement by additional written notice.

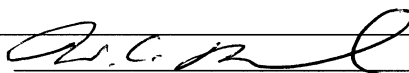
If Grantee fails to comply with the maintenance obligations in Exhibit F, Paragraphs 1 through 3, then Grantor may elect: (i) to cure Grantee's failure, and Grantee shall then reimburse Grantor from time to time within ninety (90) days after written demand from time to time (enclosing evidence of the applicable costs) for the costs incurred by Grantor in performing Grantee's obligations. The foregoing obligations shall survive the expiration or earlier termination of this Agreement.

If Grantor terminates this Agreement in accordance with the foregoing, or if this Agreement expires, Grantee shall commence to remove its improvements and restore the portions of the Property on which they were located to substantially their condition prior to the installation of the improvements within ninety (90) business days after the termination, and after commencing removal/restoration, shall diligently prosecute such removal/restoration to completion (subject to force majeure delays not including inadequacy of funds). If Grantee fails to do so, then Grantor may elect: (i) to cure Grantee's failure, and Grantee shall then reimburse Grantor from time to time within ten (10) days after written demand from time to time (enclosing evidence of the applicable costs) for the costs incurred by Grantor in performing Grantee's obligations; or (ii) to be paid the liquidated damages below until such period of time as Grantor elects in its sole and absolute discretion to cure Grantee's default (in which case the reimbursement provisions of clause (i) shall apply, but Grantee shall also be obligated to pay the liquidated damages for the period prior to Grantor's commencing to cure Grantee's failure). The foregoing obligations shall survive the



expiration or earlier termination of this Agreement. IF GRANTEE FAILS TO COMPLY WITH THE REMOVAL AND RESTORATION OBLIGATIONS, THEN DURING THE PERIOD OF SUCH FAILURE (ENDING WHEN GRANTOR ELECTS TO CURE SUCH FAILURE), GRANTOR WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN. GRANTEE DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH GRANTEE MIGHT BE LIABLE AND BOTH GRANTEE AND GRANTOR WISH TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF GRANTOR FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR SUCH GRANTEE BREACH OF THIS AGREEMENT. CONSEQUENTLY, THE SUM OF \$ 100,000 PER THIRTY DAYS OF SUCH PERIOD OF FAILURE SHALL BE DEEMED TO CONSTITUTE A REASONABLE AND FINAL ESTIMATE OF GRANTOR'S DAMAGES AND SHALL BE PAYABLE BY GRANTEE TO GRANTOR AS LIQUIDATED DAMAGES AS GRANTOR'S SOLE AND EXCLUSIVE DAMAGES REMEDY. GRANTOR AND GRANTEE ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO GRANTOR PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671. THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

 GRANTOR'S INITIALS	_____ GRANTEE'S INITIALS
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Subject to any applicable notice and cure provisions above, the remedies of a non-defaulting Party shall be cumulative.

9. Grantor Reservations.

(a) Grantor or its heirs, successors and assigns, agrees that, except for Grantor's exercise of its rights and powers as a government entity, no change of grade of the Easement Area shall be made, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), that nothing shall be done to impair Grantee's vehicular access to or along Parcel E, and that nothing shall be done that violates or unreasonably or substantially interferes with rights granted to Grantee and the Grantee Parties in this Agreement Grantee's use of the Easement Area. Provided, however, in the event that Grantor modifies the park design or layout at a future date, Grantor may relocate at its own cost the portion of the easement as to Parcel C for ingress and egress and provide alternate and equivalent access to Grantee.

(b) Grantee shall have the right, but not the duty, to trim trees, brush or material from the Easement whenever Grantee deems it necessary. Grantee shall have the right, but not the duty, following consultation with and approval from Grantor, to remove roots and trees from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as

expiration or earlier termination of this Agreement. IF GRANTEE FAILS TO COMPLY WITH THE REMOVAL AND RESTORATION OBLIGATIONS, THEN DURING THE PERIOD OF SUCH FAILURE (ENDING WHEN GRANTOR ELECTS TO CURE SUCH FAILURE), GRANTOR WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN. GRANTEE DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH GRANTEE MIGHT BE LIABLE AND BOTH GRANTEE AND GRANTOR WISH TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF GRANTOR FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR SUCH GRANTEE BREACH OF THIS AGREEMENT. CONSEQUENTLY, THE SUM OF \$ 100,000 PER THIRTY DAYS OF SUCH PERIOD OF FAILURE SHALL BE DEEMED TO CONSTITUTE A REASONABLE AND FINAL ESTIMATE OF GRANTOR'S DAMAGES AND SHALL BE PAYABLE BY GRANTEE TO GRANTOR AS LIQUIDATED DAMAGES AS GRANTOR'S SOLE AND EXCLUSIVE DAMAGES REMEDY. GRANTOR AND GRANTEE ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

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_____ GRANTOR'S INITIALS	<u>  A  </u> _____ GRANTEE'S INITIALS
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(a) Grantor or its heirs, successors and assigns, agrees that, except for Grantor's exercise of its rights and powers as a government entity, no change of grade of the Easement Area shall be made, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), that nothing shall be done to impair Grantee's vehicular access to or along Parcel E, and that nothing shall be done that violates or unreasonably or substantially interferes with rights granted to Grantee and the Grantee Parties in this Agreement Grantee's use of the Easement Area. Provided, however, in the event that Grantor modifies the park design or layout at a future date, Grantor may relocate at its own cost the portion of the easement as to Parcel C for ingress and egress and provide alternate and equivalent access to Grantee.

(b) Grantee shall have the right, but not the duty, to trim trees, brush or material from the Easement whenever Grantee deems it necessary. Grantee shall have the right, but not the duty, following consultation with and approval from Grantor, to remove roots and trees from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as





owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons. Grantor shall have the right to enter the unenclosed portions of Parcel A to perform necessary landscaping and maintenance work in accordance with this section and Exhibit F.

(c) Excepting the enclosed above-ground facility within Parcel A, Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not violate or unreasonably or substantially interfere with the rights granted to Grantee and the Grantee Parties in this Agreement; (2) improve the Easement Area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with USA (“dig-alert”) notification requirements pursuant to Government Code Sections 4216 and following.

(d) Grantor hereby reserves the right, during the term of this Agreement, to (i) grant, transfer, sell, convey or otherwise dispose of all or any portion of the Real Property (each, a “Disposition”), or (ii) grant any easement, deed of trust, security instrument, lease, license, encumbrance or lien affecting all or any portion of the Real Property (each, a “Grant”); provided, however, any such Disposition or Grant shall continue to be subject to the Easement and this Agreement and any person or entity having any fee, leasehold, financing or other interest in any portion of the Easement Area at any time or from time to time during the term hereof shall be bound to the terms, provisions and restrictions of this Agreement to the extent applicable to portion of the Easement Area.

10. Taxes:

Grantee shall not be responsible for payment of any taxes, including without limitation ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee or the Grantee Parties and any possessory interest taxes assessed to Grantee on the possessory interest and/or rights under this Agreement.

11. Insurance:

(a) At all times during the term of the Easement, Grantee shall maintain in effect the following insurance coverages in amounts not less than the following minimum limits:

(i) workers’ compensation insurance and employer’s liability insurance in accordance with statutory requirements and limits, (ii) comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, and (iii) automobile liability insurance, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Grantor shall be named as an additional insured as to such insurance. Grantor shall be provided with insurance certificates evidencing such insurance and shall be entitled to inspect copies of the policies upon request. Such insurance shall not be canceled or modified without one-month prior notice to Grantor.

(b) Grantee may elect to self-insure all or any portion of the risks that would otherwise be covered by the insurance policies required to be carried by Grantee under Paragraph 11(a) above, in which case Grantee shall assume and pay from its assets the costs, expenses, damages, claims, losses and liabilities arising from such self-insured risks to the same extent that the insurance company or companies would have insured such risks under the insurance policies



required to be carried by Grantee under Paragraph 11(a) above. In the instances where Grantee's self-insured retention is in excess of the required limits of liability under Paragraph 11(a), Grantee is self-insured and shall be solely responsible for payment of all deductibles or self-insured retentions that are applicable to any claims made against Grantor that are covered by Grantee's insurance policies or contemplated by this Lease. The provisions of Paragraph 11(c) below shall apply to any loss or damage covered by such self-insurance.

(c) Notwithstanding anything to the contrary contained herein, Grantor and Grantee hereby waive any rights each may have against the other on account of any loss or damage occasioned to Grantor or Grantee, their respective property, the Easement Area or the Real Property, arising from any risk to the extent covered by the insurance required hereunder. The parties each, on behalf of their respective insurance companies insuring the property of either Grantor or Grantee against any such loss, waive any right of subrogation that it may have against Grantor or Grantee, as the case may be. The foregoing waivers of subrogation shall be operative only so long as available without invalidating either Grantor's or Grantee's policy of insurance.

12. Indemnification:

(a) Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all third party claims, causes of action, lawsuits, damages, losses or expenses, including, without limitation, reasonable attorneys' fees ("Claims"), arising from or related to (i) Grantee's or any Grantee Party's actions at the Real Property; (ii) performance of the Permitted Purposes or exercise of the rights granted in this Agreement; (iii) the negligence of Grantee or any Grantee Party; except to the extent caused by the sole negligence or willful act or omission of Grantor any of Grantor's employees, contractors, agents, representatives or invitees (each, a "Grantor Party"); (iv) any violation of any matter of record arising out of Grantee's or any Grantee Party's use of the Real Property; and (v) any violation of any Applicable Laws by Grantee or any Grantee Party, including but not limited to any disturbance of waste by Grantee or any Grantee Party associated with the former landfill at the Real Property and disposal of any soil removed by Grantee or any Grantee Party from the Real Property.

Grantor hereby agrees to indemnify, defend and hold harmless Grantee and its officers, directors, employees, shareholders, partners and affiliates from and against any and all Claims arising from personal injury, death or property damage caused by (i) Grantor's and/or any Grantor Party's use, maintenance, presence on or occupation of the Real Property, and/or (ii) the negligence of Grantor or any Grantor Party; except to the extent caused by the sole negligence or willful act or omission of Grantee or the Grantee Parties.

(b) Notwithstanding anything to the contrary contained in this Agreement, neither Grantee nor Grantor shall be liable under any circumstances for, and each hereby releases the other from all liability for, consequential, punitive, exemplary or special damages and injury or damage to, or interference with, the other party's business, loss of profits, loss of business opportunity, loss of goodwill or loss of use, in each case however occurring.

13. Notices:

(a) All notices to be given under this Agreement shall be in writing, addressed to the recipient Party at the address listed in Paragraph 13(b) below, and:



(i) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; or

(ii) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier; or

(iii) Sent by email or similar means, provided that a copy of the notice is also sent by one of the methods set forth in Paragraphs 13(a)(i) or 13(a)(ii) above, in which case notice shall be deemed delivered on transmittal by email or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices.

(b) Each Party's address for notices under this Agreement is set forth below:

(i) If to Grantor:

**CITY OF REDONDO BEACH**  
**415 Diamond Street**  
**Redondo Beach, CA 90277**  
**Attention: City Engineer**  
**Telephone: (310) 318-0661**

(ii) If to Grantee:

SOUTHERN CALIFORNIA GAS COMPANY  
8101 Rosemead Blvd., SC722K  
Pico Rivera, CA 90660 Attention:  
Land and Right of Way Telephone:  
(213) 244-5628

With a copy to:

SOUTHERN CALIFORNIA GAS COMPANY  
555 W. Fifth Street, 14th Floor Los  
Angeles, CA 90013  
Attention: Commercial Law Department

14. Assignment:

Subject to the provisions of Paragraph 9(c) above, Grantor may assign this Agreement at any time to any third party without the prior consent of Grantee, and Grantor shall deliver written notice thereof to Grantee within ten (10) business days after the effective date of such assignment. Grantee shall not assign this Agreement or permit third parties to use the Easement Area without the prior written consent of Grantor, in its sole and absolute discretion; provided, however, the foregoing shall not apply to an affiliate of Grantee or to a successor to all of the assets, rights and obligations of the Grantee, in which case such affiliate or successor shall be bound hereunder and by the terms of this Agreement in the same manner as Grantee.



15. Attorneys' Fees:

If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the Prevailing Party shall be entitled to recover from the other Party (as an element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorneys' fees), costs and expenses incurred by the Prevailing Party in such action or proceeding (including any appeals). For the purposes of this Paragraph 15, the term "Prevailing Party" shall mean the Party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. The Party not entitled to recover its costs shall not recover any attorneys' fees, costs or expenses.

16. Time of Completion of Improvements:

Grantor shall complete the improvements referenced in Exhibit D hereto within 18 months after the Effective Date of this Agreement and the approval of the Additional Access Rights by SCE. Except as may be otherwise provided herein, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party (financial inability excepted) such as but not limited to war; insurrection; acts of terrorism; riots; floods; earthquakes; fires; casualties; acts of nature; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; litigation that directly prevents performance; weather; and other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform that are not excluded above (collectively, "Enforced Delays"); provided, however, that the party claiming the extension notify the other party in writing of the nature of the matter constituting the Enforced Delay within thirty (30) days after the party claiming the extension has notice of the occurrence of the Enforced Delay. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of time reasonable in light of the Enforced Delay and shall commence to run from the time of the commencement of the cause.

17. Time of the Essence:

Time is of the essence of each and all of the terms and provisions of this Agreement.

18. Governing Law and Venue:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law principles.

(b) The Parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in Los Angeles, California. By execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits to the jurisdiction of such courts, generally and unconditionally, in connection with any such legal action or proceeding.



19. Severability:

If any part, paragraph or provision of this Agreement should be invalid, then all the remaining parts, paragraphs and provisions of this Agreement shall continue in full force and effect.

20. Rules of Construction:

(a) Headings contained in this Agreement are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form of any word shall include the plural form and vice versa.

(b) This Agreement has been prepared, examined, negotiated and revised by each Party and its counsel, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Agreement.

21. Entire Agreement; Amendment:

This Agreement contains the entire agreement of the Parties with respect to the Easement and the other matters set forth in this Agreement and supersedes all prior agreements, oral or written, between the Parties with respect to the Easement and/or any other matters set forth in this Agreement. This Agreement may not be amended except by a written instrument signed by all Parties.

22. Execution and Binding Authority.

Each person executing this Agreement represents, warrants and covenants that he/she has the full right and authority to enter into this Agreement on behalf of the Party on whose behalf such execution is made and to bind fully said Party to the terms and obligations of this Agreement.

23. Runs with Land. This Agreement shall bind the Easement Area, Grantor and Grantee and their successors, assigns and successors-in-interest.


[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

**GRANTOR:**

CITY OF REDONDO BEACH


By:   
Name: William C. BRAND  
Title: Mayor

**GRANTEE:**

SOUTHERN CALIFORNIA GAS  
COMPANY,  
a California corporation

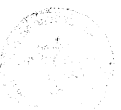
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney

ATTEST:

  
Eleanor Manzano, City Clerk



IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

**GRANTOR:**

CITY OF REDONDO BEACH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

SOUTHERN CALIFORNIA GAS  
COMPANY,  
a California corporation

By: Andrew L. Thompson  
Name: Andrew L. Thompson  
Title: Land Services Manager

APPROVED AS TO FORM:

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

ATTEST:

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



**CALIFORNIA ALL-PURPOSE 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 8/23/18 before me, Jennifer Ann Igercic, Notary Public.  
Date Here Insert Name and Title of the Officer  
personally appeared William Cabell Brond  
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.

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Grant Easement  
Document Date: \_\_\_\_\_ Number of Pages: 11  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William C. Brond  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: City of Medondo  
Beach

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



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 August 13<sup>th</sup>, 2018, before me, Megan Regoli, Notary Public  
(insert name and title of the officer)

Notary Public, personally appeared Andrew I. Thompson,  
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 Megan Regoli (Seal)



**EXHIBIT A**

**Property Description**

## **EXHIBIT "A"**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

That portion of the 1028.61 acre parcel of land allotted to Maria de los Reyes Dominguez in the partition of part of the Rancho San Pedro, in the City of Redondo Beach, County of Los Angeles, State of California, as shown on map filed in Case No. 3284 of the Superior Court of the State of California, more particularly described in that certain deed recorded July 16, 1914 as Instrument No. 102 in Book 5846 Page 232 of Deeds, and furthermore lying within Assessor's Parcel No. 7520-001-901 and 902.

**EXHIBIT B**

**Legal**

**Parcel A – Exclusive Valve Station easement**

**Parcel B – Pipeline easement**

**Parcel C – Access Roads**



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SOUTHERN CALIFORNIA GAS COMPANY EASEMENT**  
**(APN:7520-001-801, 7520-001-901, 7520-001-902)**

THREE (3) PARCELS LOCATED IN THAT PORTION OF RANCHO SAN PEDRO IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL A (EXCLUSIVE RIGHTS EASEMENT)**

**COMMENCING** AT THE CENTERLINE INTERSECTION OF BLOSSOM STREET AND 190<sup>TH</sup> STREET AS SHOWN ON TRACT MAP 29156 FILED IN BOOK 798, PAGES 10 AND 11 OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTERLINE OF 190<sup>TH</sup> STREET SOUTH 89°56'33" WEST 279.01 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 00°09'48" EAST 50.00 FEET TO A POINT KNOWN TO BE **POINT "A"** FOR FUTURE REFERENCE; THENCE CONTINUING ALONG SAID LINE SOUTH 00°09'48" EAST 113.27 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 10°53'58" EAST 100.00 FEET TO THE NORTHERLY LINE OF AN EDISON EASEMENT RECORDED JUNE 6, 1966 AS GRANT DEED NUMBER 431, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS SHOWN ON ASSESSOR'S MAP BOOK 7520 PAGE 1 KNOWN TO BE **POINT "B"** FOR FUTURE REFERENCE; THENCE ALONG SAID NORTHERLY LINE NORTH 72°50'24" WEST 53.26 FEET TO A LINE PARALLEL WITH AND 47.00 FEET WESTERLY OF SAID PREVIOUSLY STATED COURSE WHICH BEARS SOUTH 10°53'58" EAST; THENCE ALONG SAID PARALLEL LINE NORTH 10°53'58" WEST 24.68 FEET; THENCE SOUTH 79°05'57" WEST 13.00 FEET TO A LINE PARALLEL WITH AND 60.00 FEET WESTERLY OF PREVIOUSLY STATED COURSE WHICH BEARS SOUTH 10°53'58" EAST; THENCE ALONG SAID PARALLEL LINE NORTH 10°53'58" WEST 82.25 FEET; THENCE SOUTH 72°50'24" EAST 67.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5724 SQ. FT. OR 0.131 ACRES, MORE OR LESS.

**PARCEL B (NONEXCLUSIVE EASEMENT)**

**BEGINNING** AT THE AFORMENTIONED **POINT "A"** REFERENCED IN PARCEL A; THENCE SOUTH 00°09'48" EAST 113.27 FEET; THENCE NORTH 72°50'24" WEST 52.38 FEET TO A LINE PARALLEL WITH AND 50.00 FEET WESTERLY OF PREVIOUSLY STATED COURSE WHICH BEARS SOUTH 00°09'48" EAST; THENCE ALONG SAID PARALLEL LINE NORTH 00°09'48" WEST 97.77 FEET TO A LINE 50 SOUTHERLY AND PARALLEL TO THE CENTERLINE OF 190<sup>TH</sup> STREET; THENCE ALONG SAID LINE NORTH 89°56'33" EAST 50.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,276 SQ. FT. OR 0.121 ACRES, MORE OR LESS.



**PARCEL C (ACCESS EASEMENT)**

**BEGINNING** AT THE AFORMENTIONED POINT "B" REFERENCED IN PARCEL A;  
THENCE SOUTH 72°50'2" EAST, 17.51 FEET; THENCE SOUTH 6°49'26" EAST, 21.89 FEET;  
THENCE NORTH 72°50'22" WEST, 60.85 FEET; THENCE SOUTH 20°39'30" WEST, 94.98 FEET  
TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A  
RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 26°57'12" AN ARC DISTANCE OF 56.45 FEET; THENCE SOUTH  
47°36'42" WEST, 7.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE  
NORTHWESTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY  
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°26'15" AN ARC DISTANCE OF  
26.26; THENCE SOUTH 81°02'57" WEST, 57.15 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5.00 FEET; THENCE  
SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°54'58" AN  
ARC DISTANCE OF 4.36; THENCE SOUTH 31°07'59" WEST, 30.04 FEET TO THE  
SOUTHERLY LINE OF AN EDISON EASEMENT RECORDED JUNE 6, 1966 AS GRANT DEED  
NUMBER 431, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE  
SOUTH 31°07'59" WEST, 15.21 FEET TO THE BEGINNING OF A TANGENT CURVE  
CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG  
SAID CURVE THROUGH A CENTRAL ANGLE OF 50°39'56" AN ARC DISTANCE OF 44.21  
FEET; THENCE SOUTH 19°31'57" EAST, 55.57 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE WESTERLY HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHERLY  
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°36'21" AN ARC DISTANCE OF  
99.08 FEET; THENCE SOUTH 32°04'24" WEST, 71.99 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET  
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°46'05" AN ARC DISTANCE OF  
111.30 FEET; THENCE NORTH 84°09'36" WEST, 8.36 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 120.00 FEET; THENCE  
WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°15'11" AN ARC  
DISTANCE OF 98.97 FEET; THENCE SOUTH 48°35'13" WEST, 95.91 FEET TO THE  
BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF  
35.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
81°35'00" AN ARC DISTANCE OF 49.84 FEET; THENCE NORTH 49°49'47" WEST, 39.52 FEET  
TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A  
RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 40°08'18" AN ARC DISTANCE OF 24.52 FEET; THENCE NORTH  
9°41'29" WEST, 179.97 FEET; THENCE SOUTH 80°18'31" WEST, 6.17 FEET; THENCE NORTH  
9°41'29" WEST, 10.00 FEET; THENCE NORTH 80°18'31" EAST, 16.17 FEET; THENCE SOUTH  
9°41'29" EAST, 189.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE  
NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY  
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°08'18" AN ARC DISTANCE OF  
17.51 FEET; THENCE SOUTH 49°49'47" EAST, 39.52 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE

EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $81^{\circ}35'00''$  AN ARC DISTANCE OF 35.60 FEET; THENCE NORTH  $48^{\circ}35'13''$  EAST, 95.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 130.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $47^{\circ}15'11''$  AN ARC DISTANCE OF 107.21 FEET; THENCE SOUTH  $84^{\circ}09'36''$  EAST, 8.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $63^{\circ}46'00''$  AN ARC DISTANCE OF 100.16 FEET; THENCE NORTH  $32^{\circ}04'24''$  EAST, 71.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $51^{\circ}36'21''$  AN ARC DISTANCE OF 90.07 FEET; THENCE NORTH  $19^{\circ}31'57''$  WEST, 73.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $50^{\circ}39'56''$  AN ARC DISTANCE OF 44.21 FEET; THENCE NORTH  $31^{\circ}07'59''$  EAST, 6.77 FEET TO THE SOUTHERLY LINE OF AN EDISON EASEMENT RECORDED JUNE 6, 1966 AS GRANT DEED NUMBER 431, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH  $31^{\circ}07'59''$  EAST, 35.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $49^{\circ}54'58''$  AN ARC DISTANCE OF 21.78 FEET; THENCE NORTH  $81^{\circ}02'57''$  EAST, 57.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $33^{\circ}26'15''$  AN ARC DISTANCE OF 14.59 FEET; THENCE NORTH  $47^{\circ}36'42''$  EAST, 7.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $26^{\circ}57'12''$  AN ARC DISTANCE OF 47.04 FEET; THENCE NORTH  $20^{\circ}39'30''$  EAST, 93.76 FEET; THENCE NORTH  $72^{\circ}50'22''$  WEST, 148.36 FEET; THENCE NORTH  $64^{\circ}30'41''$  WEST, 40.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $47^{\circ}34'58''$  AN ARC DISTANCE OF 29.07 FEET; THENCE SOUTH  $67^{\circ}54'21''$  WEST, 130.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $52^{\circ}37'35''$  AN ARC DISTANCE OF 13.78 FEET; THENCE SOUTH  $27^{\circ}00'27''$  WEST, 58.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 84.92 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $105^{\circ}54'38''$  AN ARC DISTANCE OF 156.97 FEET; THENCE NORTH  $47^{\circ}09'10''$  WEST, 17.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 79.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $70^{\circ}13'44''$  AN ARC DISTANCE OF 97.45 FEET; THENCE SOUTH  $62^{\circ}37'06''$  WEST, 10.08 FEET TO THE SOUTHERLY LINE OF AN EDISON EASEMENT RECORDED JUNE 6, 1966 AS GRANT DEED NUMBER 431, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH  $62^{\circ}37'06''$  WEST, 33.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF

24.43 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°22'59" AN ARC DISTANCE OF 25.75 FEET; THENCE NORTH 33°00'06" EAST, 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 14.43 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 33°00'06" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°23'01" AN ARC DISTANCE OF 15.21 FEET; THENCE NORTH 62°37'06" EAST, 23.38 FEET THE SOUTHERLY LINE OF AN EDISON EASEMENT RECORDED JUNE 6, 1966 AS GRANT DEED NUMBER 431, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 62°37'06" EAST, 20.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 89.50 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°13'43" AN ARC DISTANCE OF 109.71 FEET; THENCE SOUTH 47°09'10" EAST, 17.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 117°34'03" AN ARC DISTANCE OF 153.90 FEET; THENCE NORTH 15°16'47" EAST, 39.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°37'35" AN ARC DISTANCE OF 32.15 FEET; THENCE NORTH 67°54'21" EAST, 130.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°34'58" AN ARC DISTANCE OF 45.68 FEET; THENCE SOUTH 64°30'32" EAST, 39.04 FEET; THENCE SOUTH 72°50'24" EAST, 201.38 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING ANY PORTION OF THE PREVIOUSLY DESCRIBED AREA THAT LIE WITHIN ACCESSOR PARCEL NUMBER 7520-001-801

CONTAINING 10,120 SQ. FT. OR 0.232 ACRES, MORE OR LESS.

AND AS SHOWN ON THE PLAT ATTACHED HERETO AS EXHIBIT "C" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



\_\_\_\_\_  
AARON M HAVENS, P.L.S. 8786

08/07/2018  
DATE

LICENSE EXPIRES 12/31/2018





**EXHIBIT C**

**Plat**





APN: 7520-009-027

TRACT NO. 53318

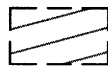
M.B. 1272/3-4

**P.O.C.**

CL INTERSECTION OF  
BLOSSOM ST. AND 190TH ST.  
PER TRACT MAP 29156 BK  
798 PG'S 10 & 11

BLOSSOM LANE

BERYL STREET



INDICATES SOUTHERN CALIFORNIA GAS  
COMPANY EASEMENT  
(PARCEL A: 5724 SQ. FT. OR 0.131 ACRES)  
(PARCEL B: 5276 SQ. FT. OR 0.121 ACRES)  
(PARCEL C: 10120 SQ. FT. OR 0.232 ACRES)

APN: 7520-001-007

TRACT NO. 29516

M.B. 798/10-11

APN: 7520-001-901  
REDONDO BEACH  
DOG PARK

NORTHERLY LINE OF  
EXISTING EASEMENT  
DEDICATED IN GRANT  
DEED NO. 431, JUNE  
6, 1966

POINT 'A'

P.O.B. POINT 'B'

CLUSTER LANE

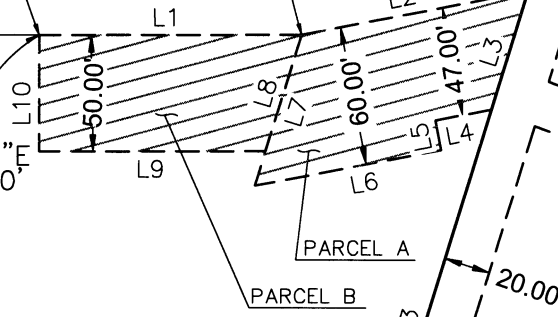
190TH STREET  
589° 56' 33"W 279.01'

162

163

174

500° 09' 48"E  
50.00'



PARCEL A

PARCEL B

PARCEL C

SAN PASCUAL RANCHO  
BOOK 1/19-20  
SURVEYED BY  
HENRY HANCOCK

APN: 7520-001-801  
SOUTHERN  
CALIFORNIA EDISON

MATCH LINE  
SEE SHEET 2

MATCH LINE 2  
SEE SHEET 2

**EXHIBIT "C"**

**SOUTHERN CALIFORNIA GAS COMPANY**

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PREPARED BY:

AARON HAVENS

PROFESSIONAL  
LAND SURVEYOR

P.L.S. 8786

SCALE: 1"=80'

DATE: 08/07/18

PREPARED BY: AHM

W.R.#:

ACT. #:

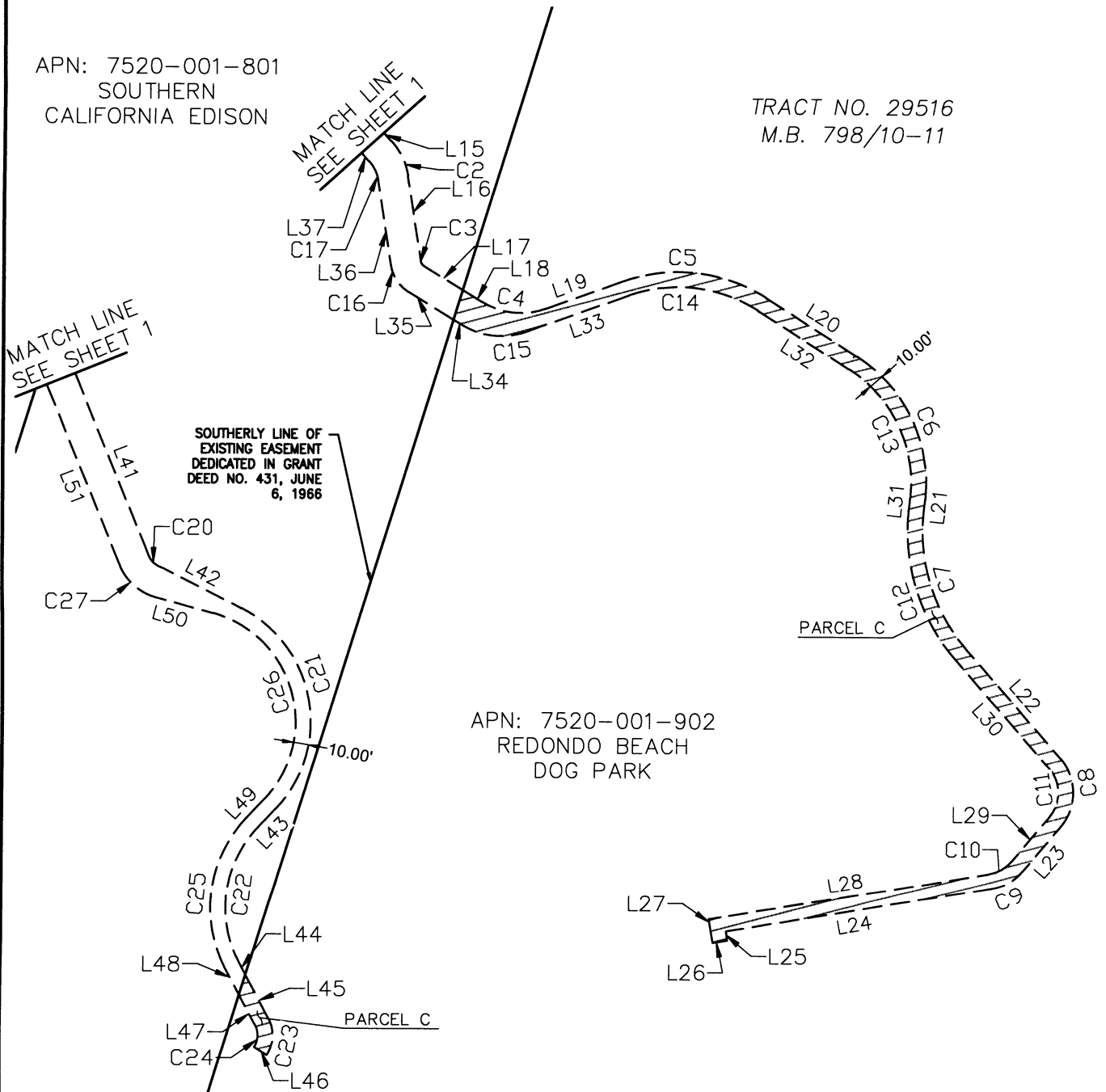
A.P.N.: 7520-001-901

FILE: 2018-103



APN: 7520-001-801  
SOUTHERN  
CALIFORNIA EDISON

TRACT NO. 29516  
M.B. 798/10-11



APN: 7520-001-902  
REDONDO BEACH  
DOG PARK

**EXHIBIT "C"**

**SOUTHERN CALIFORNIA GAS COMPANY**

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PREPARED BY:

AARON HAVENS

P.L.S. 8786

PROFESSIONAL  
LAND SURVEYOR

SCALE: 1"=100'

DATE: 08/07/18

PREPARED BY: AHM

W.R.#:

ACT. #:

A.P.N.: 7520-001-902

FILE: 2018-103

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
C1	56.45'	26°57'12"	120.00'
C2	26.26'	33°26'15"	45.00'
C3	4.36'	49°54'58"	5.00'
C4	44.21'	50°39'56"	50.00'
C5	99.07'	51°35'56"	110.01'
C6	111.30'	63°46'05"	100.00'
C7	98.97'	47°15'11"	120.00'
C8	49.84'	81°35'00"	35.00'
C9	24.52'	40°08'18"	35.00'
C10	17.51'	40°08'18"	25.00'
C11	35.60'	81°35'00"	25.00'
C12	107.21'	47°15'11"	130.00'
C13	100.16'	63°46'00"	90.00'
C14	90.07'	51°36'21"	100.00'
C15	44.21'	50°39'56"	50.00'
C16	21.78'	49°54'58"	25.00'
C17	14.59'	33°26'15"	25.00'
C18	47.04'	26°57'12"	100.00'
C19	29.07'	47°34'58"	35.00'
C20	13.78'	52°37'35"	15.00'
C21	156.97'	105°54'38"	84.92'
C22	97.45'	70°13'44"	79.50'
C23	25.75'	60°22'59"	24.43'
C24	15.21'	60°23'01"	14.43'
C25	109.71'	70°13'43"	89.50'

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
C26	153.90'	117°34'03"	75.00'
C27	32.15'	52°37'35"	35.00'
C28	45.68'	47°34'58"	55.00'
L1	113.27'	S00°09'48"E	
L2	100.00'	S10°53'58"E	
L3	53.26'	N72°50'24"W	
L4	24.68'	N10°53'58"W	
L5	13.00'	S79°05'57"W	
L6	82.25'	N10°53'54"W	
L7	67.99'	S72°50'24"E	
L8	52.38'	N72°50'24"W	
L9	97.77'	N00°09'42"W	
L10	50.00'	N89°56'33"E	
L11	17.51'	S72°50'24"E	
L12	21.89'	S06°49'26"E	
L13	60.85'	N72°50'22"W	
L14	94.98'	S20°39'30"W	
L15	7.55'	S47°36'42"W	
L16	57.15'	S81°02'57"W	
L17	30.04'	S31°07'59"W	
L18	15.21'	S31°07'59"W	
L19	55.57'	S19°31'57"E	
L20	71.99'	S32°04'24"W	
L21	8.36'	N84°09'36"W	
L22	95.91'	S48°35'13"W	

**EXHIBIT "C"**

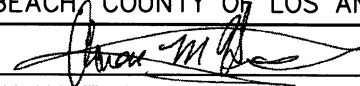
**SOUTHERN CALIFORNIA GAS COMPANY**

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PREPARED BY:

AARON HAVENS



P.L.S. 8786

PROFESSIONAL  
LAND SURVEYOR

SCALE: NTS

DATE: 08/07/18

PREPARED BY: AHM

W.R. #:

ACT. #:

A.P.N.:

FILE: 2018-103

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L23	39.52'	N49°49'47"W	
L24	179.97'	N09°41'29"W	
L25	6.17'	S80°18'31"W	
L26	10.00'	N09°41'29"W	
L27	16.17'	N80°18'31"E	
L28	189.97'	S09°41'29"E	
L29	39.52'	S49°49'47"E	
L30	95.91'	N48°35'13"E	
L31	8.36'	S84°09'36"E	
L32	71.99'	N32°04'24"E	
L33	73.24'	N19°31'57"W	
L34	6.77'	N31°07'59"E	
L35	35.02'	N31°07'59"E	
L36	57.15'	N81°02'57"E	
L37	7.55'	N47°36'42"E	
L38	93.76'	N20°39'30"E	
L39	148.36'	N72°50'22"W	
L40	40.50'	N64°30'41"W	
L41	130.39'	S67°54'21"W	
L42	58.03'	S27°00'27"W	
L43	17.22'	N47°09'10"W	
L44	10.08'	S62°37'06"W	
L45	33.54'	S62°37'06"W	
L46	10.00'	N33°00'06"E	
L47	23.38'	N62°37'06"E	

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
L48	20.24'	N62°37'06"E	
L49	17.22'	S47°09'10"E	
L50	39.44'	N15°16'47"E	
L51	130.39'	N67°54'21"E	
L52	39.04'	S64°30'32"E	
L53	201.38'	S72°50'24"E	

**EXHIBIT "C"**

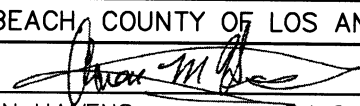
**SOUTHERN CALIFORNIA GAS COMPANY**

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PREPARED BY:

AARON HAVENS



P.L.S. 8786

PROFESSIONAL  
LAND SURVEYOR

SCALE: NTS

DATE: 08/07/18

PREPARED BY: AHM

W.R. #:

ACT. #:

A.P.N.:

FILE: 2018-103



## **EXHIBIT D**


### **Facility Drawing**

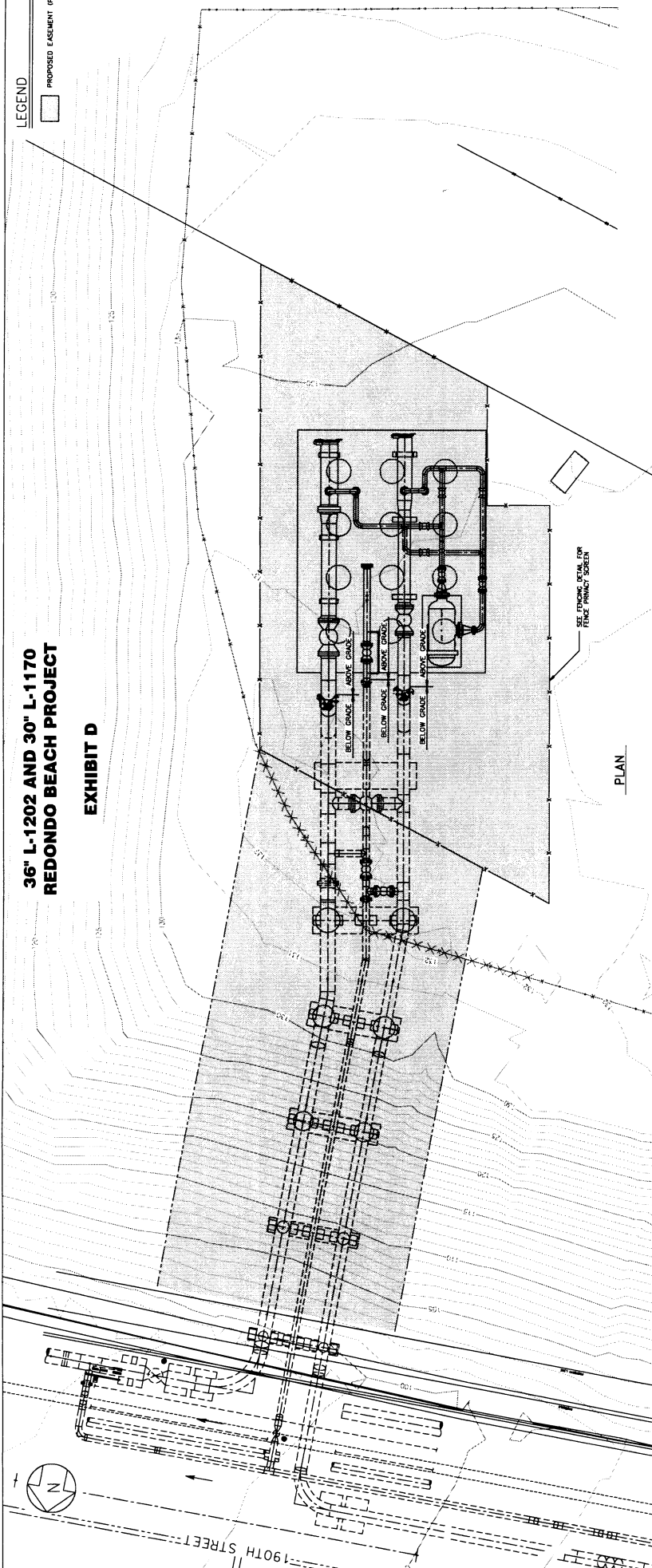
Exhibit D Facility Drawing Facility shall include a solid wall structure surrounding the pipeline facility. Facility shall be entirely surrounded, exceptions for egress/ingress, by vegetative screening and other landscaping.



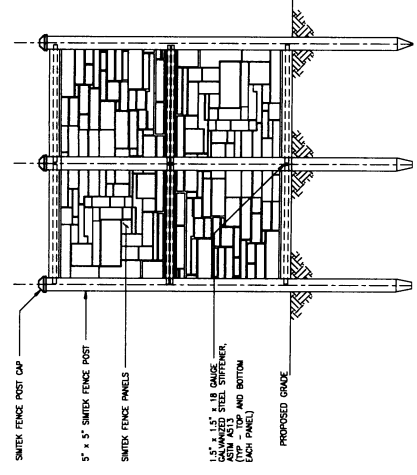
**36" L-1202 AND 30" L-1170  
REDONDO BEACH PROJECT**

**EXHIBIT D**

LEGEND  
 PROPOSED EASEMENT (PE)



PLAN

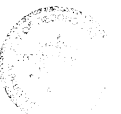


SMITEX FENCE POST CAP  
 5' x 5' SMITEX FENCE POST  
 SMITEX FENCE PANELS  
 1.5" x 1.5" x .18 GAUGE GALVANIZED STEEL STIFFENER (TOP AT TOP AND BOTTOM OF EACH PANEL)  
 PROPOSED GRADE

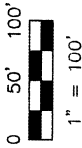
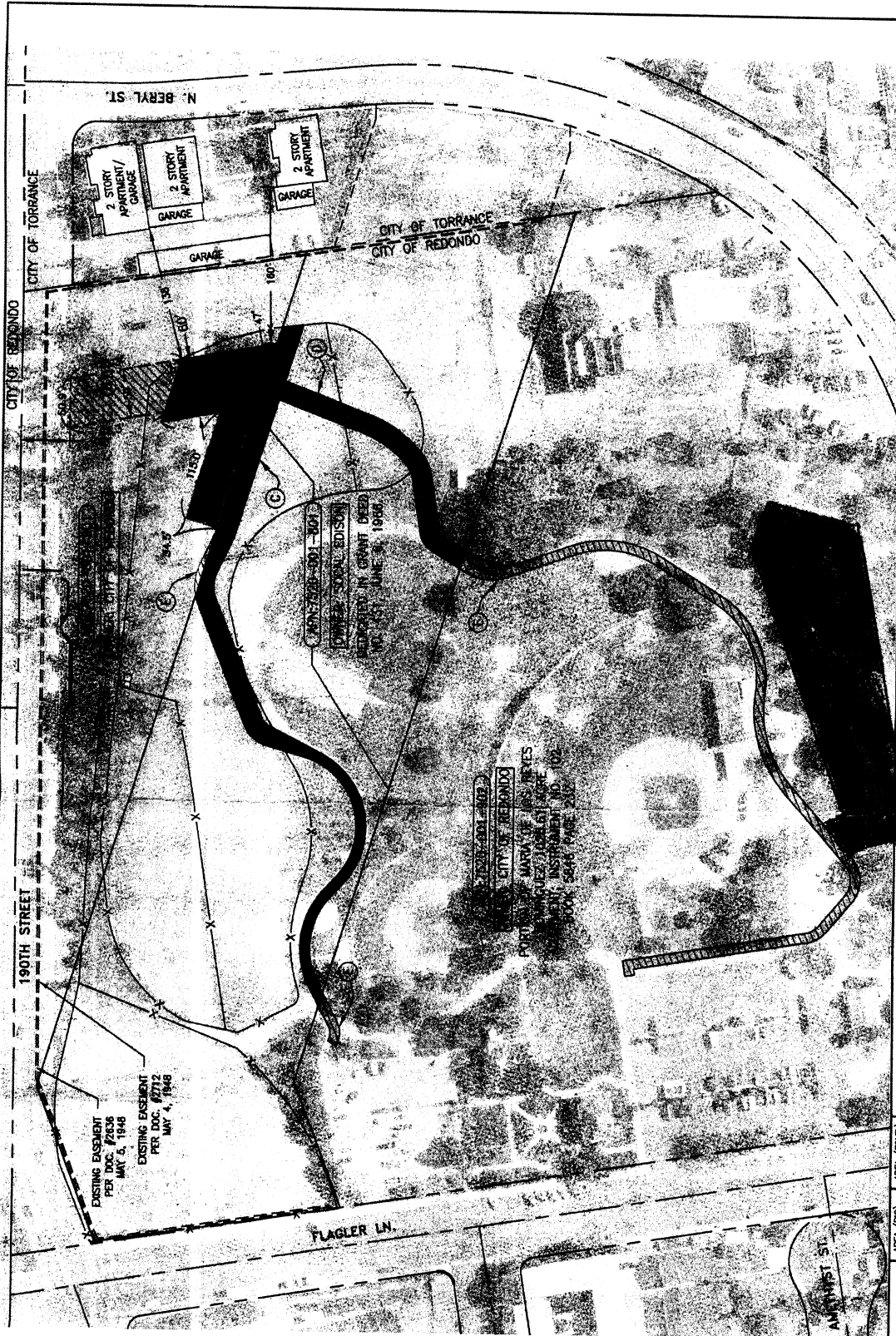
DETAIL  
 SMITEX FENCE  
 FINANCIAL SCREEN

**EXHIBIT E**

**Land Exhibit Map**







- GENERAL NOTES:**
- BOUNDARY LINES SHOWN HEREON WERE DEVELOPED FROM RECORD DATA, COUNTY GIS NETWORK, AND BASED UPON RECOVERED CITY, COUNTY AND/OR SO CAL GAS DOCUMENTS.
  - ALL DIMENSIONS ARE APPROXIMATE. EASEMENTS SHOWN HEREON ARE GRAPHICAL IN NATURE.
  - A SURVEY WILL NEED TO BE PERFORMED TO DETERMINE THE PRECISE LOCATION OF ANY EASEMENTS AND/OR BOUNDARY LINES.

**LEGEND:**

- EXISTING PIPE
- PROPERTY IN QUESTION (PIO)
- PROPERTY LINE
- EXISTING EASEMENT
- STREET CENTER LINE
- RIGHT OF WAY LINE
- FENCE LINE
- PROPOSED EXCLUSIVE EASEMENT (PEE) [CITY]
- PROPOSED ACCESS EASEMENT (PAE) FOR MONTHLY MAINTENANCE [EDISON]
- PROPOSED PIPELINE EASEMENT (PPE) [CITY]
- PROPOSED ACCESS EASEMENT (PAE) EVERY 6 YEARS [EDISON]
- PROPOSED ACCESS EASEMENT (PAE) [CITY]
- PROPOSED TEMPORARY STAGING, LAYDOWN & PARKING AREA

PARCEL	GRANTOR	AREA (PFO)	AREA (ESMT.)	COMMENTS	ESMT. TYPE	RECORDING DATE	RECORDING INSTRUMENT NO.
A	CITY OF REDONDO BEACH	3.21 AC.	5,724 SQ. FT.	PIO AREA TAKEN FROM APN MAP 7520-001	PEE		
B	CITY OF REDONDO BEACH	3.21 AC.	5,540 SQ. FT.	PIO AREA TAKEN FROM APN MAP 7520-001	PE		
C	SOUTHERN CALIFORNIA EDISON	6.24 AC.	12,067 SQ. FT.	PIO AREA TAKEN FROM APN MAP 7520-001	PAE		
D	SOUTHERN CALIFORNIA EDISON	6.24 AC.	5,938 SQ. FT.	PIO AREA TAKEN FROM APN MAP 7520-001	PAE		
E	CITY OF REDONDO BEACH	3.21 AC.	10,018 SQ. FT.	PIO AREA TAKEN FROM APN MAP 7520-001	PAE		

FOR INFORMATIONAL PURPOSES ONLY  
 Southern California Gas Company  
 PIPELINE INTEGRITY PROJECT  
 LAND EXHIBIT MAP E  
 LINE 1170 & 1202 PERM. RECEIVERS  
 APN 7520-001-901  
 SHEET 1170-11 CLASS DRAWING  
 1 OF 11 X  
 11-1170A-1102-APPRAISAL.DWG  
 REV. 0

## **EXHIBIT F** **MAINTENANCE**

Grantee shall perform all maintenance on its Facilities as required by the California Public Utilities Commission. The following other actions related to this Agreement will be required. Grantee shall notify Grantor in advance of pipeline, valve and station maintenance **and other actions that require the activation and use of the Parcel A extension and lay down area**, i.e. Smart Pigging inspection operations.

1. Grantee shall provide temporary **screened fencing as required by the Grantor for all project areas, including Parcel A, during Smart Pigging inspection operations or any maintenance activities.**
2. **Grantee shall repair and restore any damage to roadways after each** Smart Pigging operation or maintenance activities in the Dominguez Park, including but not limited to, decomposed granite surfacing, flexible curbs, concrete surfaces, asphalt surfaces and bender boards, and shall repair the Dominguez Park roadways to the extent damage caused by Grantee's (or Grantee's contractor's) heavy equipment vehicles, including concrete driveways, to the satisfaction of the City Engineer as to any damage to City property.
3. Grantee shall provide permanent landscaping to surround the outside of the pipeline facility within Parcel A, exceptions for egress/ingress, and to the affected berm area located between 190th Street and the northern side of the Dominguez Park Dog Park, including within Parcel B. Grantor shall provide Grantee with established guidelines for the species, size and quantity of landscaping plants and materials to be used at the site. Grantor shall have the right to approve the installation of the landscaping surrounding the outside of the pipeline facility within Parcel A and at the 190th Street and northern berm slope within Parcel B.
4. Grantee shall provide and maintain, immediately adjacent to the exterior wall of the enclosure around the pipeline facility within Parcel A, a permanent vegetative screening of the exterior wall of the pipeline facility. Grantor shall provide Grantee with access to Grantor's existing irrigation system for the purpose of irrigation of the vegetative screening within Parcel A. Grantee shall provide irrigation valves, laterals and fixtures necessary to irrigate the vegetative screening. Grantor shall provide water free of charge to Grantee for the purpose of irrigation within Parcel A. Once established, the vegetative screening surrounding the outside of the pipeline facility exterior wall within Parcel A shall be maintained by the Grantee.
5. The pipelines access enclosure in the Dominguez Park Dog Park, including but not limited to fencing, walls, and vegetative screening shall be maintained by the Grantee.
6. The remaining landscaping within Parcel A shall be maintained by the Grantor. Grantor shall have access to the landscaping within Parcel A that is not maintained by Grantee as noted above for maintenance purposes.
7. Once established, the landscaping at the 190th Street and northern berm slope within Parcel B shall be maintained by the Grantor. In the event that the landscaping in Parcel A and/or Parcel B is removed or destroyed by Grantee's operation or maintenance, the landscaping shall be replaced by Grantee to the reasonable satisfaction of the Grantor.

