

**ASSESSOR PARCEL NUMBER:** 4149-006-026

**PROJECT:** Inglewood Avenue at Manhattan Beach Boulevard Southbound Right-Hand Turn Lane Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of January, 2021 by and between the **City of Redondo Beach, a municipal corporation of Los Angeles County**, (hereinafter called "**Buyer**"), and **Redondo Beach Shopping Center, A Joint Venture and K & L Redondo Beach Partnership** (hereinafter collectively called "**Seller**") for acquisition by Buyer of a portion of that certain real property identified as 3615 Inglewood Avenue, Redondo Beach, CA 90278 (APN: 4149-006-026). Buyer and Seller may collectively be referred to as the "Parties."

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the fee interest and ground lease in a portion of the following property and temporary construction easement, which are situated in the City of Redondo Beach, County of Los Angeles, State of California, and is more particularly described in the Grant Deed, **Exhibit "A"** attached hereto and hereinafter referred to as "Property":
2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of **One Hundred Thirty-One Thousand Two Hundred Dollars and 0/100 (\$131,200.00)**.

**Value of Property acquired:**

Fee Acquisition and Ground Lease (portion):	= \$ 110,000
Improvements within Fee Area:	= \$ 19,169
Temporary Construction Easement:	= \$ 1,688
Improvements within TCE Area:	= \$ 343
<b>AMOUNT ESTABLISHED AS JUST COMPENSATION (rounded)</b>	<b>= \$ 131,200</b>

The Purchase Price shall be paid out by escrow, as follows:

Redondo Beach Shopping Center	\$66,000
K&L Redondo Beach Partnership	<u>\$65,200</u>
<b>Total Purchase Price</b>	<b>\$131,200</b>

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Buyer marketable title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. Any assessments (not property taxes) for the current fiscal year prorated as per Section 5 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of

record.

- C. Exceptions A through 26, 28 through 33 appearing on Preliminary Title Report to be provided by Title Company and approved in Escrow. Buyer has the right to disapprove the title report and terminate this Agreement.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of the Grant Deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$110,000 (Partial Fee Value) issued by Commonwealth Land Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy (but without any exception for property taxes). Buyer agrees to pay the premium charged therefore. The title company's commitment to issue the title policy in form and substance acceptable to Buyer is a condition to Buyer's obligation to close.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Commonwealth Land Title Company, 4100 Newport Place, Suite 120, Newport Beach, CA 92660. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds, and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING AS TO PROPERTY TAXES AND ASSESSMENTS TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any property taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property (property taxes are not to be prorated as Buyer is exempt from property taxes; Seller is to pay the current tax period's property taxes; Buyer will cooperate in good faith with Seller in Seller's obtaining any refund of property taxes paid by Seller but allocable to the period after the Close of Escrow). Assessment installments shall be prorated as of the Close of escrow;

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- B. Pay and charge Seller, upon Seller's written approval, for any amount

necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;

- C. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- D. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before Close of Escrow) this escrow is not in condition to close within forty-five (45) days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

6. Temporary Construction Easement. It is understood and agreed by and between Buyer and Seller that this agreement includes a Temporary Construction Easement with a term of six (6) months. Buyer and Seller must deliver executed, acknowledged counterparts of the Temporary Construction Easement to escrow.

Within the TCE Area exists an ADA Compliant concrete ramp connecting the City sidewalk to the Redondo Beach Shopping Center sidewalk in front of the Subway restaurant, as well as power panels and timers that service the shopping center. The City will be fully responsible for all costs and construction related to the replacement of the concrete ramp in compliance with all applicable codes, including any damage to the electrical panels, timers, concrete pad, wiring and conduit located within the TCE area if such facilities are damaged as a result of the construction of the Project by the City. In addition, City shall provide immediate temporary power in the event the power, water and sewer services to tenants is interrupted as a result

of construction during construction.

Should the City need to extend the Temporary Construction Easement to complete the construction of the project, City shall pay an extension fee of \$1,688 per month. Extensions shall be on a month-to-month basis.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. NO TENANTS. Seller represents and warrants that there are no tenants or written or oral leases on all or any portion of the Property other than to K&L Redondo Beach Partnership and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said property held by any undisclosed tenant of Seller.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. It is understood that the buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use. Buyer has the right to disapprove the condition of the Property as a result of any inspection and terminate this Agreement.

10. INTENTIONALLY DELETED

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to their agent, Property Specialists, Inc. (CPSI); purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or

governmental agency, domestic or foreign.

- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311

of the Clean Water Act, (33 U.S.C. Section 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

15. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

16. INDEMNITY. To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to contamination existing at the Property prior to the date this escrow shall close.

17. CONTINGENCY. It is understood and agreed between the Parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereto.

This Agreement contains the entire agreement between both Parties, neither party relies upon any warranty or representation not contained in this Agreement.

18. LEFT INTENTIONALLY BLANK

19. SETTLEMENT, WAIVER AND RELEASE. Excepting those obligations on Buyer's part as set forth herein, Seller for itself and for its agents, successors and assigns fully waives, releases, acquits and discharges Buyer and its officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "Released Parties") from all claims that Seller and its agents, successors and assigns has or may have against the Released Parties arising out of or related to Buyer's acquisition of the Property, including, without limitation, compensation for the loss of improvements, including improvements pertaining to the realty, furniture, fixture, and equipment; compensation for business goodwill, or lost income (past or future); compensation for damages to the remainder (i.e., severance damages); economic or consequential damages; professional consultant fees and attorney's fees and costs; precondemnation damages; any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Interests; any right to relocation benefits under California relocation benefit laws; any right to enforce obligation(s) placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of the Buyer's acquisition of the Property, provided that nothing herein shall release claims of Seller for any liability resulting from the Buyer's breach of any agreement, warranty, or covenant for which it is responsible under this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of the Buyer's agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California ("Section 1542"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision thereof, similar to Section 1542 (hereinafter referred to as a "Similar Provision"). Thus, Seller and its agents, successors and assigns, and any business, enterprise, or venture in which they are involved, may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner the matters released in Section 14 above. Section 1542 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 OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: \_\_\_\_\_, \_\_\_\_\_

## 20. MISCELLANEOUS

1. Survival. Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

2. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by the Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller' and the Buyer's performance hereunder, as appropriate, and any breach thereof by the Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

3. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three business days after the date of posting by the United States post office; or (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section 20. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Redondo Beach Shopping Center  
Attn: Craig Johnson  
3615 Inglewood Avenue  
Redondo Beach, CA 90278

with a copy to: K & L Redondo Beach Partnership  
Attn: Craig Johnson  
1750 14<sup>th</sup> Street, Suite E  
Santa Monica, CA 90404

If to the Buyer: CITY OF REDONDO BEACH  
Attn: Ted Semaan  
415 Diamond Street  
Redondo Beach, CA 90277



with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Default. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten-day period.

5. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

6. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Buyer and Seller.

7. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

8. Time of Essence. Time is of the essence of each provision of this Agreement.

9. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

10. Cooperation. Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

11. Effective Date. This Agreement shall become effective upon the full execution by the Parties (the "**Effective Date**").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth hereinabove .

**BUYER:**

CITY OF REDONDO BEACH

BY: \_\_\_\_\_

Print: William C. Brand

ITS: Mayor

MAILING ADDRESS OF BUYER:

415 Diamond Street  
Redondo Beach, CA 90277

APPROVED AS TO FORM

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

ATTEST

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

DATE: \_\_\_\_\_

**SELLER:**

**REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE**

**MANDEL FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP**

FRANK MANDEL EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

EVA WEISS EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

SHIRLEY LEBOVICS EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

**E.F.S. INVESTMENTS, A CALIFORNIA GENERAL PARTNERSHIP**

FRANK MANDEL, EVA WEISS, and SHIRLEY LEBOVICS

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, MEMBER

Sign: \_\_\_\_\_  
Print: EVA WEISS, MEMBER

**K & L REDONDO BEACH PARTNERSHIP**

Sign: \_\_\_\_\_  
Print: STEVE LEONARD, General Partner  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: CRAIG JOHNSON, General Partner  
Date: \_\_\_\_\_

**MAILING ADDRESS OF SELLER:**

1750 14<sup>th</sup> Street, Suite E  
Santa Monica, CA 90404

## **EXHIBIT “A”**

### **Grant Deed**

Project:  
Inglewood Avenue at Manhattan Beach  
Boulevard Southbound Right-Hand Turn Lane

Recording requested by:  
City Clerk of the City of Redondo Beach

WHEN RECORDED MAIL TO:  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

APN: 4149 -006-026

No charge for recording pursuant to Gov. Code Sec. 6103  
Conveyance to a public entity. R&T 11922

## GRANT DEED

### REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE and K & L REDONDO BEACH PARTNERSHIP

(hereinafter collectively referred to as "Grantor") hereby grants to **City of Redondo Beach, a California Municipal Corporation** (hereinafter referred to as "City"), the following described interests in real property located in the County of Los Angeles, State of California:

**In Fee Simple**, all that portion of certain real property situated at 3615 Inglewood Avenue, City of Redondo Beach, County of Los Angeles, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT "A" AND DEPICTION IN EXHIBIT "B":

GRANTOR:

#### REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE

#### MANDEL FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

FRANK MANDEL EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

EVA WEISS EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

SHIRLEY LEBOVICS EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

**E.F.S. INVESTMENTS, A CALIFORNIA GENERAL PARTNERSHIP**

FRANK MANDEL, EVA WEISS, and SHIRLEY LEBOVICS

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

Print: EVA WEISS, MEMBER

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

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

Print: FRANKLIN B. MANDEL, MEMBER

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

**K & L REDONDO BEACH PARTNERSHIP**

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

Print: STEVE LEONARD, General Partner

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

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

Print: CRAIG JOHNSON, General Partner

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**3615 INGLEWOOD AVENUE**

THAT PORTION OF LOT 12 OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE PARTITION MAP SHOWING PROPERTY FORMERLY OF THE REDONDO LAND COMPANY, AS FILED MAP NO. 140, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ALSO DESCRIBED ON MEMORANDUM OF LEASE DOCUMENT, RECORDED MARCH 15, 1984, AS INSTRUMENT NO. 84-319764 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 12 (BEING ALSO THE WEST LINE OF INGLEWOOD AVENUE, 40 FEET WIDE) WITH THE SOUTH LINE OF SAID LOT 12 (BEING ALSO THE NORTH LINE OF MANHATTAN BEACH BOULEVARD), AS SHOWN ON MAP OF TRACT NO. 11336, RECORDED IN BOOK 317, PAGES 35 TO 41 OF MAPS, RECORDS OF SAID COUNTY;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF INGLEWOOD AVENUE, NORTH  $00^{\circ} 01' 52''$  EAST, 155.29 FEET;

THENCE LEAVING SAID WESTERLY LINE, AND AT RIGHT ANGLE NORTH  $89^{\circ} 58' 08''$  WEST, 30.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INGLEWOOD AVENUE, AS SHOWN ON TRACT NO. 42211, RECORDED IN BOOK 1004, PAGES 84 THROUGH 86 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, AND ALSO THE **POINT OF BEGINNING**.

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, NORTH  $89^{\circ} 49' 13''$  WEST, 6.50 FEET;

THENCE NORTH  $00^{\circ} 01' 52''$  EAST, 54.90 FEET, TO A POINT ON A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, THE RADIAL TO SAID POINT BEARS NORTH  $89^{\circ} 58' 08''$  WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $09^{\circ} 18' 46''$ , AN ARC DISTANCE OF 20.32 FEET TO A POINT IN A TANGENT LINE;

THENCE LEAVING SAID CURVE, NORTHEASTERLY ALONG SAID TANGENT LINE, NORTH  $09^{\circ} 20' 38''$  EAST, 19.81 FEET TO A POINT ON A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET, THE RADIAL TO SAID POINT BEARS NORTH  $80^{\circ} 39' 22''$  WEST;

THENCE LEAVING SAID LINE, NORTHEASTERLY ALONG SAID CURVE,  
THROUGH A CENTRAL ANGLE OF 09° 18' 46", AN ARC DISTANCE OF 20.32  
FEET TO SAID WEST LINE OF INGLEWOOD AVENUE;

THENCE LEAVING SAID CURVE, SOUTHERLY ALONG SAID WEST LINE,  
SOUTH 00° 01' 52" WEST, 114.91 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 552 SQUARE FEET  
MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS  
REFERENCE MADE A PART HEREOF.

PREPARED BY:



  
\_\_\_\_\_  
LAM LE, P.L.S. No. 8231, EXP. 12/31/2019

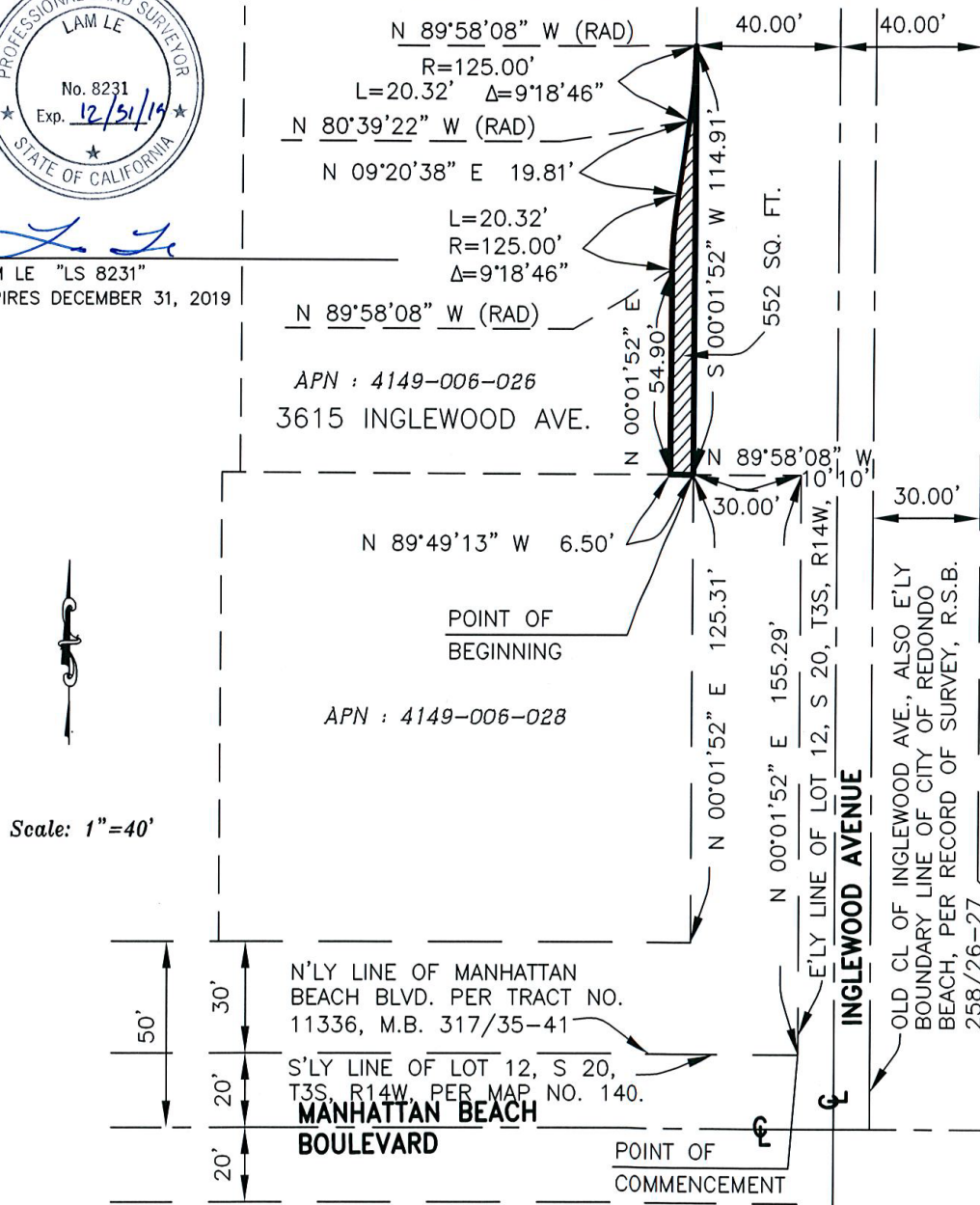
October 26, 2018  
DATE





LAM LE "LS 8231"  
EXPIRES DECEMBER 31, 2019

## EXHIBIT "B"



Prepared in the office of

**CL SURVEYING & MAPPING**

1289 POMONA RD., SUITE 108  
CORONA, CA 92882  
Tel (909) 484-4200  
Fax (909) 484-4229

**CITY OF REDONDO BEACH**

**3615 INGLEWOOD AVENUE  
RIGHT OF WAY DEDICATION  
PORTION OF INSTRUMENT NO. 85-319764,  
RECORDED MARCH 15, 1984, OF O.R.  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.**

SHEET

**1**

OF **1**

JOB No.

2017-ONW-09

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.

(County of \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
(insert name and title of the officer)  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State  
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



PUBLIC WORKS DEPARTMENT – ENGINEERING SERVICES DIVISION

**CERTIFICATE OF ACCEPTANCE**

(GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY THAT THOSE CERTAIN INTERESTS IN THAT CERTAIN REAL PROPERTY CONVEYED BY THE ATTACHED GRANT DEED, DATED \_\_\_\_\_, 2021, FOR PUBLIC STREETS AND HIGHWAYS PURPOSES AND ALL INCIDENTALS THEREOF, FROM REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE, CURRENT RECORD OWNERS OF SAID REAL PROPERTY, TO THE CITY OF REDONDO BEACH, A MUNICIPAL CORPORATION OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS "GRANTEE", IS HEREBY ACCEPTED BY THE CITY ENGINEER ON BEHALF OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 7510 OF REDONDO BEACH CITY COUNCIL, ADOPTED ON SEPTEMBER 22, 1992, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

ACCEPTED BY:

\_\_\_\_\_  
ANDREW S. WINJE, P.E.  
CITY ENGINEER

DATED: \_\_\_\_\_

## **EXHIBIT “B”**

### **Temporary Construction Easement**

Project:

Inglewood Avenue at Manhattan Beach  
Boulevard Southbound Right-Hand Turn Lane

Recording requested by:

City Clerk of the City of Redondo Beach

WHEN RECORDED MAIL TO:

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

FREE RECORDING REQUESTED – Essential to acquisition  
City of Redondo Beach – See Gov't Code 6103  
DOCUMENTARY TRANSFER TAX \$ NONE

Portion of A.P. No. 4149–006–026

## TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

### **REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE and K & L REDONDO BEACH PARTNERSHIP**

hereinafter collectively termed Grantor, does hereby grant to the **CITY OF REDONDO BEACH, a municipal corporation**, hereinafter termed Grantee, an exclusive easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for the removal, clearance, grading, and construction of roadway improvements, or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Redondo Beach, County of Los Angeles, State of California, as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

Grantee shall be responsible for any accident occurring on the Property during the term of this easement caused by Grantee's negligent use of the Property or by the negligent acts or conduct of its officers, employees, agents, contractors or subcontractors. It is further understood and agreed that this easement shall extend for a period of six (6) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee extensions of the Temporary Construction Easement on a month-to-month basis. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery, U.S. Mail, or via email, and will state the additional the number of months required to complete the project. The compensation for any such Temporary Construction Easement extension shall be in the amount of \$1,688 and will be paid for each monthly period the TCE is extended, to be paid upon Grantee notification to Grantor of the need for an extension.

SEE DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT "A"  
**GRANTOR:**

**REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE**

**MANDEL FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP**

FRANK MANDEL EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

EVA WEISS EXEMPT TRUST  
under  
the ANNA MANDEL 2006  
GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

SHIRLEY LEBOVICS EXEMPT TRUST under  
the ANNA MANDEL 2006 GRANTOR  
TRUST, dated May 1, 2009

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, Trustee  
Date: \_\_\_\_\_

**E.F.S. INVESTMENTS, A CALIFORNIA GENERAL PARTNERSHIP**

FRANK MANDEL, EVA WEISS, and SHIRLEY LEBOVICS

Sign: \_\_\_\_\_  
Print: FRANKLIN B. MANDEL, MEMBER  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: EVA WEISS, MEMBER  
Date: \_\_\_\_\_

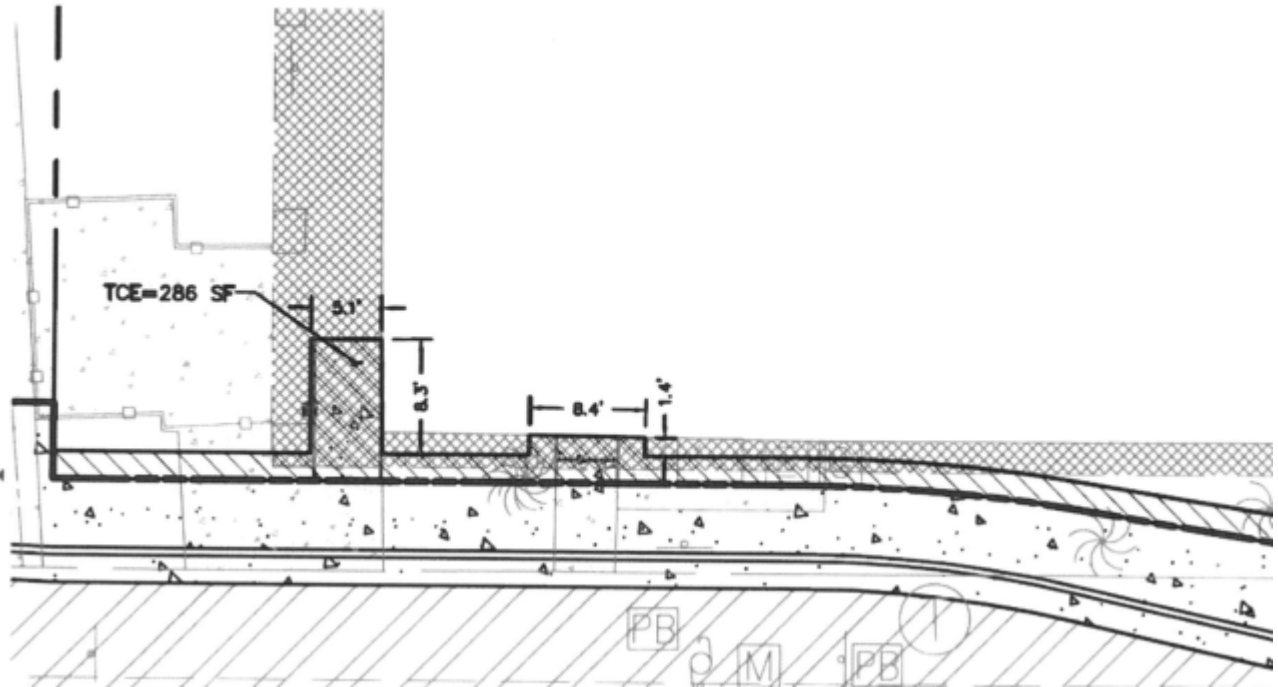
**K & L REDONDO BEACH PARTNERSHIP**

Sign: \_\_\_\_\_  
Print: STEVE LEONARD, General Partner  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: CRAIG JOHNSON, General Partner  
Date: \_\_\_\_\_

# EXHIBIT A

## Depiction of TCE Area



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.

(County of \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_,  
(insert name and title of the officer)  
Notary Public, personally appeared \_\_\_\_\_,  
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WITNESS my hand and official seal.

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## **CITY OF REDONDO BEACH**

**PUBLIC WORKS DEPARTMENT – ENGINEERING SERVICES DIVISION**

### **CERTIFICATE OF ACCEPTANCE**

**(GOVERNMENT CODE SECTION 27281)**

THIS IS TO CERTIFY THAT THOSE CERTAIN INTERESTS IN THAT CERTAIN REAL PROPERTY CONVEYED BY THE ATTACHED EASEMENT, DATED \_\_\_\_\_, 2021, FOR PUBLIC STREETS AND HIGHWAYS PURPOSES AND ALL INCIDENTALS THEREOF, FROM REDONDO BEACH SHOPPING CENTER, A JOINT VENTURE, CURRENT RECORD OWNERS OF SAID REAL PROPERTY, TO THE CITY OF REDONDO BEACH, A MUNICIPAL CORPORATION OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS "GRANTEE", IS HEREBY ACCEPTED BY THE CITY ENGINEER ON BEHALF OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 7510 OF REDONDO BEACH CITY COUNCIL, ADOPTED ON SEPTEMBER 22, 1992, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

ACCEPTED BY:

\_\_\_\_\_  
ANDREW S. WINJE, P.E.  
CITY ENGINEER

DATED: \_\_\_\_\_