

District	County	Route	P.M. (KP)	E. A.	Fed. Ref.	Name	APN
7	LA	47		318501		Hunt Enterprises, Inc.	7449-005-010

RIGHT-OF-WAY CONTRACT

Hunt Enterprises, Inc. (hereinafter, "Grantor"), owns the real property located at Address: 661 N Harbor Blvd., San Pedro, California 90731 in the County of Los Angeles, Assessor Parcel Number 7449-005-010 (the "Property"). A portion of the Property is needed for construction of the SR-47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Project (the "Project"). The Project will remove the existing westbound SR-47 off-ramp with Harbor Boulevard and construct a new off-ramp with Front Street, realign the existing eastbound SR-47 on-ramp from Harbor Boulevard and modify the eastbound off-ramp/auxiliary lane from the I-110 connector and Gaffey Street. The City of Los Angeles, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners, seeks to acquire certain "Property Interests" (defined below) consisting of a 133 square foot acquisition and two Temporary Construction Easements totaling 1,370 square feet by means of a Grant Deed (Exhibit "1") and Temporary Construction Easement Deed (Exhibit "2") to the City covering the property interest as described and depicted in Exhibits "A" and "B" attached to Exhibit "1" and Exhibits "A" and "B" attached to Exhibit "2" (collectively, the "Property Interests").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve the City of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) The City requires said Property Interests described in Exhibit "1" and Exhibit "2" for the Project, a public use.
 - (C) It is agreed that the City may open an escrow in accordance with this Agreement at an escrow company of the City's choice or open an internal escrow within sixty days of execution of this Agreement. This Agreement constitutes the joint escrow instructions of the City and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow. The escrow instructions may be supplemented, altered, amended, modified or revoked in writing only signed by all of the parties.
2. (A) The City shall pay the undersigned Grantor the sum of SIXTY-FIVE THOUSAND DOLLARS and NO CENTS (\$65,000.00) for the Property Interests conveyed by Exhibit "1" and Exhibit "2" when title to said Property Interests vests in the City free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - ii. Covenants, conditions, restrictions and reservations of record as contained in the title report (Commonwealth Land Title Company order number 92017018).

- iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Should the City elect to open an external escrow, the City shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction may be handled through an external escrow with Commonwealth Land Title Company or another selected escrow company, Escrow No. to be determined.
 - (C) The City shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
 - (D) The City shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. **FULL AND COMPLETE SETTLEMENT.** Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against the City, and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interests, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under any law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interests.
4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:
 - (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
 - (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.
5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor

with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interests. Grantor will defend and indemnify the City, its successors and/or assigns if it turns out that a claim is made or legal action is filed against the City, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants that it will defend and indemnify the City, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.
7. Grantor acknowledges that there are tenants on the Property. Grantor agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement.
8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements, including but not limited to: temporary loss of 9 parking spaces. Grantor agrees that it is not entitled to compensation for any other improvements located within the area of the Property Interests being purchased pursuant to this agreement.
9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interest will be protected in place: paving, wheel stops, striping and concrete sign. It is further understood and agreed to by and between the parties hereto that the following improvements within the Property Interests will be relocated: None.
10. The City shall not take actual/physical possession of the Property Interests until thirty (30) day advance notice by the City or the City's contractor is given to Grantor of the City's taking actual/physical possession of the Property Interests. Prior to the City's actual/physical possession of the Property Interests, Grantor agrees to hold harmless, defend and indemnify the City its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. The City shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time the City or the City's contractor take actual/physical possession of the Property Interests. Upon City's actual/physical possession of the Property Interests as they pertain to the TCE's, City shall add Grantor as additional insured to its General Liability Policy with waiver of subrogation, and will provide evidence of coverage at the time it takes possession of the TCE property interest.
11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.
13. It is agreed between the parties hereto that the City is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title report (Commonwealth Land Title Company order number

92017018). Grantor acknowledges that it has received and reviewed the Preliminary Title Report. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction are to be free and clear of any liens, bonds and/or assessments at the close of escrow.

14. The Temporary Construction Easement shall be for a period of three (3) years ("TCE Term"). The TCE Term shall commence upon the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The actual/physical construction activities within the TCE area shall be limited to a period of six (6) days (the "Construction Period"). The City or the City's contractor shall provide thirty (30)-days written notice as to when the Construction Period will commence. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris during the TCE Term. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the TCE area that remains after commencement of work within the TCE area may be removed by the City and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed during the TCE Term shall be the sole responsibility of Grantor. The TCE shall be terminated by the City either prior to the three-year period upon completion of the reconstruction of the two existing driveways or upon the termination of the TCE by its terms, whichever occurs first, by recording a "Termination of Temporary Construction Easement" or similar document with the County Recorder's Office.
15. Any notice either party may or is required to give the other shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantor:

Hunt Enterprises, Inc.
c/o Richard Greenberg
4416 W 154th St.
Lawndale, CA 90260-2003

To City:

425 S. Palos Verdes Street
San Pedro, CA 90731
Attn: Marisa Katnich, Director of Cargo and Industrial Real Estate

With a copy to:

425 S. Palos Verdes Street, 5th Floor
San Pedro, CA 90731
Attn: Estelle Braaf, Deputy City Attorney

16. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. The City may freely assign any or all of its interests or rights under this Agreement.
17. Grantor agrees to immediately notify Grantee in the event that Grantor intends to list for sale or enter into escrow.
18. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

RIGHT OF WAY CONTRACT

CONFIDENTIAL

This document contains personal information, and pursuant to Civil Code section 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired are found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

19. It is understood and agreed that the fully executed Grant Deed and Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Los Angeles.
20. The City reserves the right to cancel escrow and terminate this Agreement if at any time the City determines that the Property Interests are no longer needed for the Project.
21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
22. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
23. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity will thereby be obligated to perform the terms of this Agreement.
24. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
25. This Agreement may be subject to approval by the City of Los Angeles' Board of Harbor Commissioners.
26. The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.
27. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
--SIGNATURES FOLLOW--**

City of Los Angeles
RIGHT OF WAY CONTRACT

CONFIDENTIAL
This document contains personal information, and pursuant to Civil Code section 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

Hunt Enterprises, Inc.

By: 

Name: PRISCILLA HUNT

Its: President

Date: Nov. 11, 2022

By: 

Name: RALPH MOORE JR

Its: Executive Vice President

Date: NOV. 11, 2022

**The City of Los Angeles, a municipal corporation
Acting by and through its Board of Harbor Commissioners**

By: _____
Eugene D. Seroka
Executive Director

Date: _____

APPROVED AS TO FORM: *and legality*


By: 
Estelle Braaf
Deputy City Attorney

EXHIBIT "1"
Grant Deed

EXHIBIT "2"
Temporary Construction Easement

EXHIBIT 1

**RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:**

Port of Los Angeles
425 South Palos Verdes Street
San Pedro, California 90731
Attention: Marisa Katnich

(Space above this line for Recorder's Use)

Portion(s) APN(s): 7449-005-010

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hunt Enterprises, Inc. does hereby **GRANT** to the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners, all right, title and interest to that real property in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described in:

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Hunt Enterprises, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____, 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)

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____, 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)

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the real property situate in the City of San Pedro, County of Los Angeles, State of California, being described in that certain Grant Deed, recorded August 19, 1971 as Instrument Number 438, in the Official Records of said County, more particularly described as follows:

COMMENCING at a 3-1/4" brass disk, stamped "FIRST ORDER SURVEY CONTROL TRAVERSE STATION WILMINGTON-C-7-A 1954 BUREAU OF ENGR. SURVEY DIVISION LA CITY DEPT OF PUBLIC WORKS", being a point on the centerline of Harbor Boulevard as shown in County Engineers Field Book 12609, at page 68, of official records of said county, as "Traverse Monument WIL-C7A";

Thence along said centerline North 23°12'23" West, 263.94 feet to the beginning of a curve;

Thence continuing along the prolongation of said centerline North 23°12'23" West, 37.51 feet to its point of perpendicular intersection with the most northerly corner of said property;

Thence South 66°47'37" West, 68.26 feet the **POINT OF BEGINNING**, being the said most northerly corner, also being a point on the westerly Right of Way of Harbor Boulevard;

Thence along the northerly line thereof, South 73°48'53" West, 2.43 feet;

Thence leaving said northerly line, in a southerly direction along a non-tangent curve to the right, having a radius of 1337.71 feet, with a radial bearing of North 61°10'32" East;

Thence through a central angle of 03°41'18", an arc distance of 86.11 feet to a point on said Right of Way;

Thence along said Right of Way, North 23°12'23" West, 21.37 feet to the beginning of a curve to the left;

Thence continuing along said westerly Right of Way along said curve through a central angle of 05°48'26", an arc distance of 64.36 feet to the **POINT OF BEGINNING**.

Containing 133 square feet, more or less.

This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

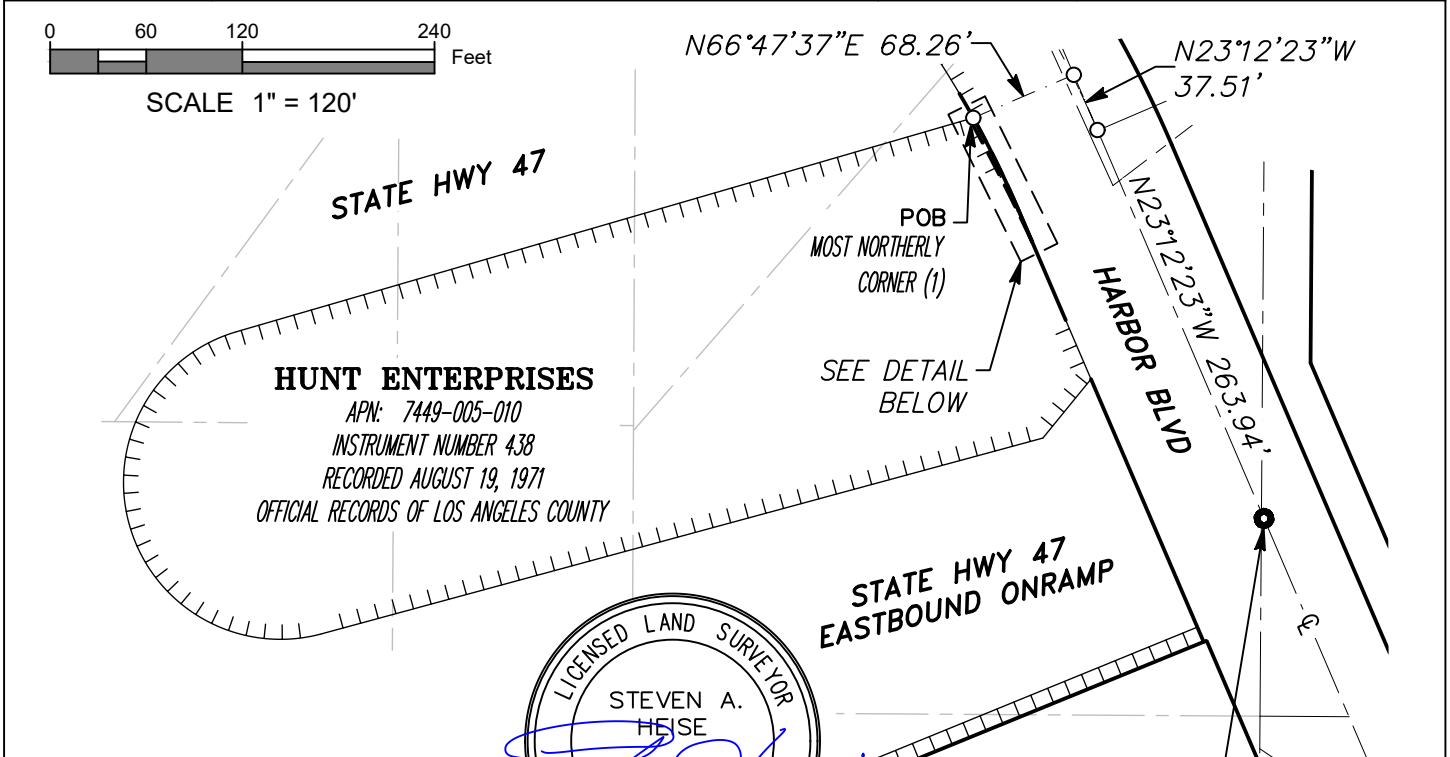
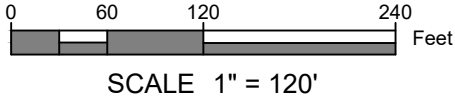

STEVE A. HEISE, LS. 8788



08/05/2022
DATE

EXHIBIT B

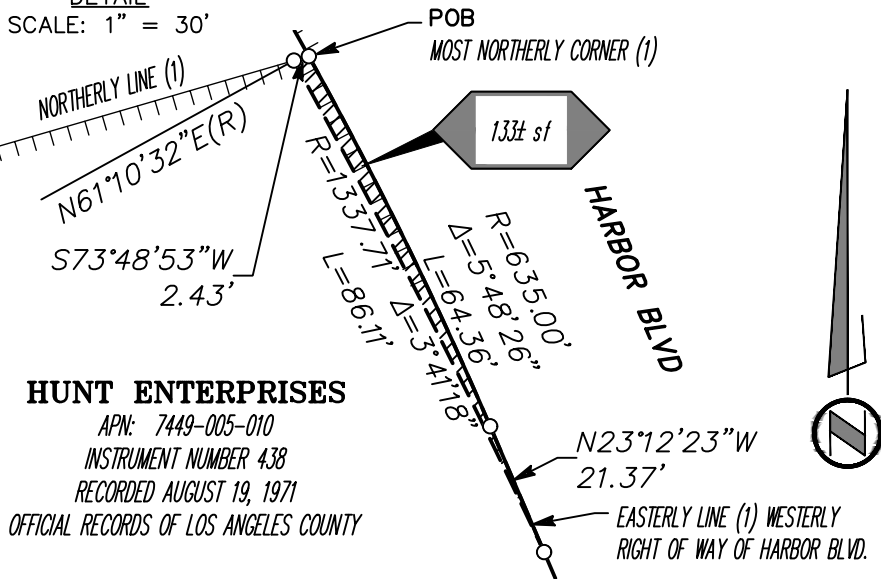
PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	FEE ACQUISITION	133± SF	7449-005-010



3-1/4" BRASS DISK, STAMPED "FIRST ORDER SURVEY CONTROL TRAVERSE STATION WILMINGTON-C-7-A 1954 BUREAU OF ENGR. SURVEY DIVISION LA CITY DEPT OF PUBLIC WORKS" ON THE CENTERLINE OF HARBOR BLVD

LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	TIE LINE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
○	DIMENSION POINT
●	MONUMENT AS NOTED
℄	CENTERLINE
(1)	RECORD DATA PER INSTRUMENT NUMBER 438 RECORDED AUGUST 19, 1971, OFFICIAL RECORDS OF LOS ANGELES COUNTY
(R)	RADIAL BEARING

DETAIL
SCALE: 1" = 30'



HUNT ENTERPRISES
APN: 7449-005-010
INSTRUMENT NUMBER 438
RECORDED AUGUST 19, 1971
OFFICIAL RECORDS OF LOS ANGELES COUNTY

NOTES
THE BASIS OF BEARINGS FOR THIS SURVEY IS CSRS, ZONE V, NAD83, (EPOCH 1991.35). DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00015549.

 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	08/05/2022	1	BPK	1	1

Hunt Enterprises, Inc.
TO
The City of Los Angeles
Grant Deed

Project: SR-47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Project, Portion of APN 7449-005-010, Consisting of 133 SF.

CHECKED AS TO PARTIES, STATUS, DATES, SIGNATURES, AND ACKNOWLEDGMENTS

Dated:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within quitclaim, deed or grant to the City of Los Angeles, a municipal corporation, is hereby accepted under the authority of the Harbor Department of The City of Los Angeles, pursuant to Order No. 2950 (effective July 21, 1959) and Resolution No. _____, dated _____, 2022, and the grantee consents to the recordation thereof by its duly authorized officer.

HARBOR DEPARTMENT

By: _____

Approved as to Authority : ___ / ___ /2022

HARBOR DEPARTMENT

By: _____

Michael DiBernardo
Deputy Executive Director

Approved as to Description ___ / ___ /2022

HARBOR DEPARTMENT

By: _____

Approved. ___ / ___ /2022

Michael N. Feuer, City Attorney

By: _____

Estelle Braaf , Deputy City Attorney

**RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:**

Port of Los Angeles
425 South Palos Verdes Street
San Pedro, California 90731
Attention: Marisa Katnich

EXHIBIT 2

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 7449-005-010

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Temporary Construction Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by Hunt Enterprises, Inc. (“**Grantor**”), Grantor does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners (“**Grantee**”), and its successors and assigns, a temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor’s real property located in the City of Los Angeles, County of Los Angeles, State of California (“**Property**”) for the reconstruction of the two existing driveways from Harbor Blvd. in connection with the SR-47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Project (“**Project**”). The portion(s) of the Property impacted by and subject to the Temporary Construction Easements are more particularly described in the legal description attached hereto as EXHIBIT A and depicted or illustrated on the map or drawing attached hereto as EXHIBIT B and incorporated herein by reference (“**TCE Area**”).

The purpose of the TCE is to reconstruct the existing driveways. The Temporary Construction Easement within the TCE Area shall continue for a period of up to three (3) years. The actual construction work required will occur over a period of 2 to 3 days, for each driveway, and that one driveway apron will remain open at all times to provide access to the Property at all times. The work may occur anytime during the larger three (3) year term. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee’s intent to commence utilization of the TCE Area and such construction and term shall terminate on the earliest of (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area, (b) three (3) years from the commencement date of the TCE or (c) December 31, 2026 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion),

erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee's use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee's sole and unfettered discretion.

Grantee's use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to match similar conditions prior to commencement of construction including paving, wheel stops, striping and concrete sign.

(b) construction activities within the TCE Area may include, without limitation, grading, construction and/or installation of new pavement for driveway repair;

(c) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee's contractors, agents and representatives as well as the employees of Grantee and Grantee's contractor(s), agent(s) and representative(s) (collectively, "**Contractor**")) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of each TCE Area will be for up to three (3) consecutive workdays from initial commencement of activities through final construction and demobilization of work within the TCE Area.

(d) during the construction of Driveway 1 (TCE 2) eight (8) parking spaces will be lost, for 2 to 3 days, to allow for an appropriate drive aisle around the TCE area.

(e) during the construction of Driveway 2 (TCE 1) five (5) parking spaces will be lost, for an additional 2 to 3 days, to allow for an appropriate drive aisle around the TCE area.

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Los Angeles and Los Angeles Department of Transportation standards for traffic management.

(h) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(i) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the

extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements.

The covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Hunt Enterprises, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____, 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)

ACKNOWLEDGEMENT

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)

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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)

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of the real property situate in the City of San Pedro, County of Los Angeles, State of California, being described in that certain Grant Deed, recorded August 19, 1971 as Instrument Number 438, in the Official Records of said County, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT 1 (TCE 1)

COMMENCING at a 3-1/4" brass disk, stamped "FIRST ORDER SURVEY CONTROL TRAVERSE STATION WILMINGTON-C-7-A 1954 BUREAU OF ENGR. SURVEY DIVISION LA CITY DEPT OF PUBLIC WORKS", being a point on the centerline of Harbor Boulevard as shown in County Engineers Field Book 12609, at page 68, of official records of said county, as "Traverse Monument WIL-C7A";

Thence along said centerline, North 23°12'23" West, 198.85 Feet;

Thence leaving said centerline, South 66°47'37" West, 65.00 feet to a point on the easterly line of said property, also being on the westerly Right of Way of Harbor Boulevard and **POINT OF BEGINNING (TCE 1)**, said point hereinafter referred to as **POINT "A"**;

Thence along said westerly line, South 23°12'23" East, 38.04 feet;

Thence leaving said westerly line, South 67°07'53" West, 23.02 feet;

Thence North 22°52'07" West, 38.02 feet;

Thence North 67°03'26" East, 22.80 feet to the **POINT OF BEGINNING (TCE 1)**.

Containing 871 square feet or 0.02 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT 2 (TCE 2)

COMMENCING at said **POINT "A"**;

Thence North 24°10'15" West, 30.12 feet to the **POINT OF BEGINNING (TCE 1)**;

Thence northerly along the arc of a curve to the left, having a radius of 1337.71 feet, with a radial bearing of North 64°18'05" East, through a central angle of 02°07'22", an arc distance of 49.56 feet;


Thence South 62°58'06" West, 9.92 feet;

Thence South 26°45'32" East, 49.51 feet;

Thence North 63°14'28" East, 9.92 feet to the **POINT OF BEGINNING (TCE 2)**.

Containing 499 square feet or 0.01 acres, more or less.

This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

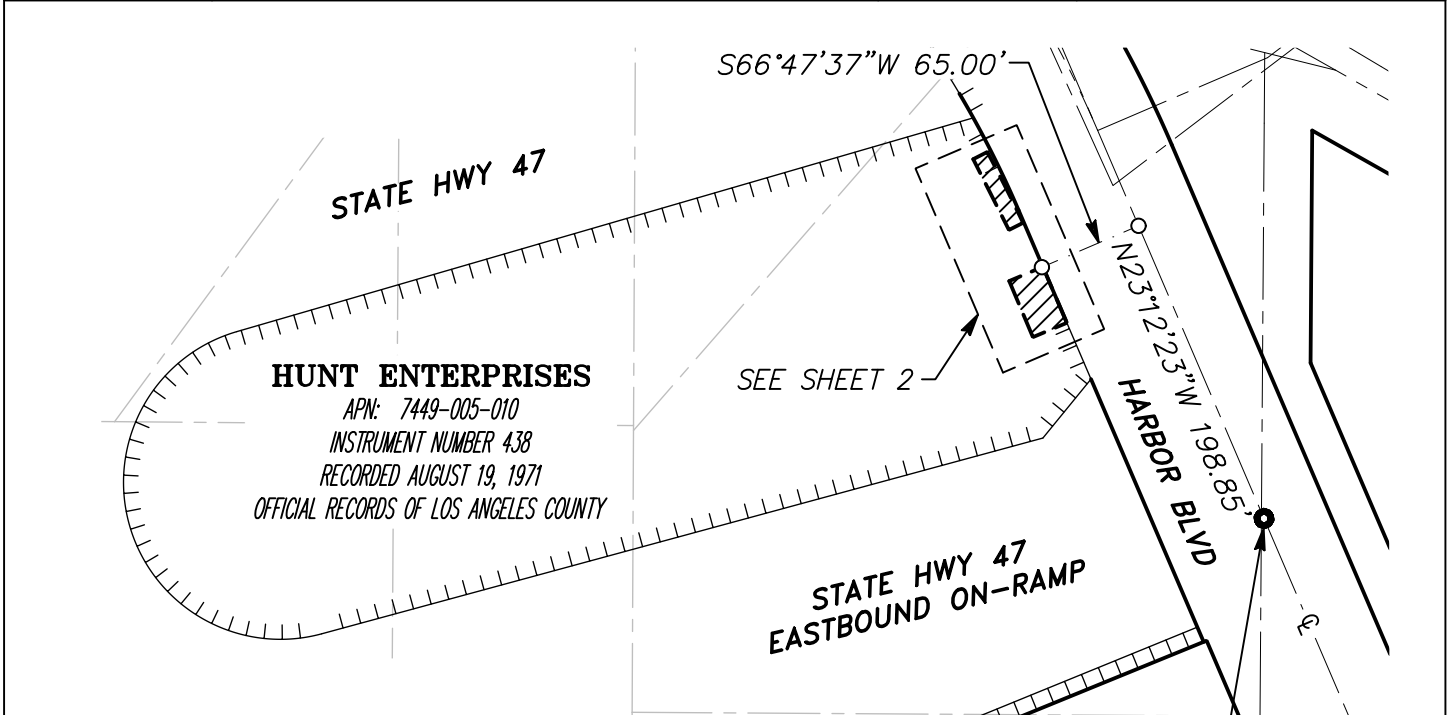

STEVE A. HEISE, LS. 8788



08/05/2022
DATE

EXHIBIT B

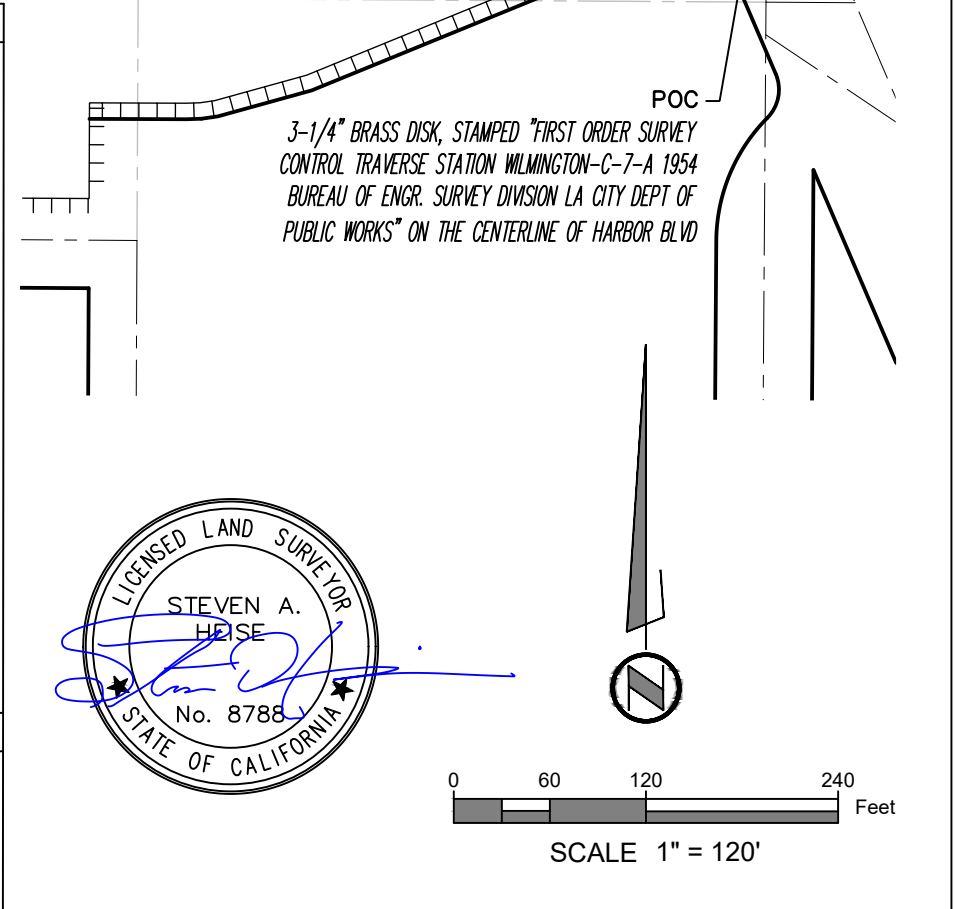
PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	TEMPORARY CONSTRUCTION EASEMENT	1,370± SF	7449-005-010



LEGEND	
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	TIE LINE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
○	DIMENSION POINT
●	MONUMENT AS NOTED
⊕	CENTERLINE
(1)	RECORD DATA PER INSTRUMENT NUMBER 438 RECORDED AUGUST 19, 1971 OFFICIAL RECORDS OF LOS ANGELES COUNTY
(R)	RADIAL BEARING

NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS CSRS, ZONE V, NAD83, (EPOCH 1991.35). DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.000015549.

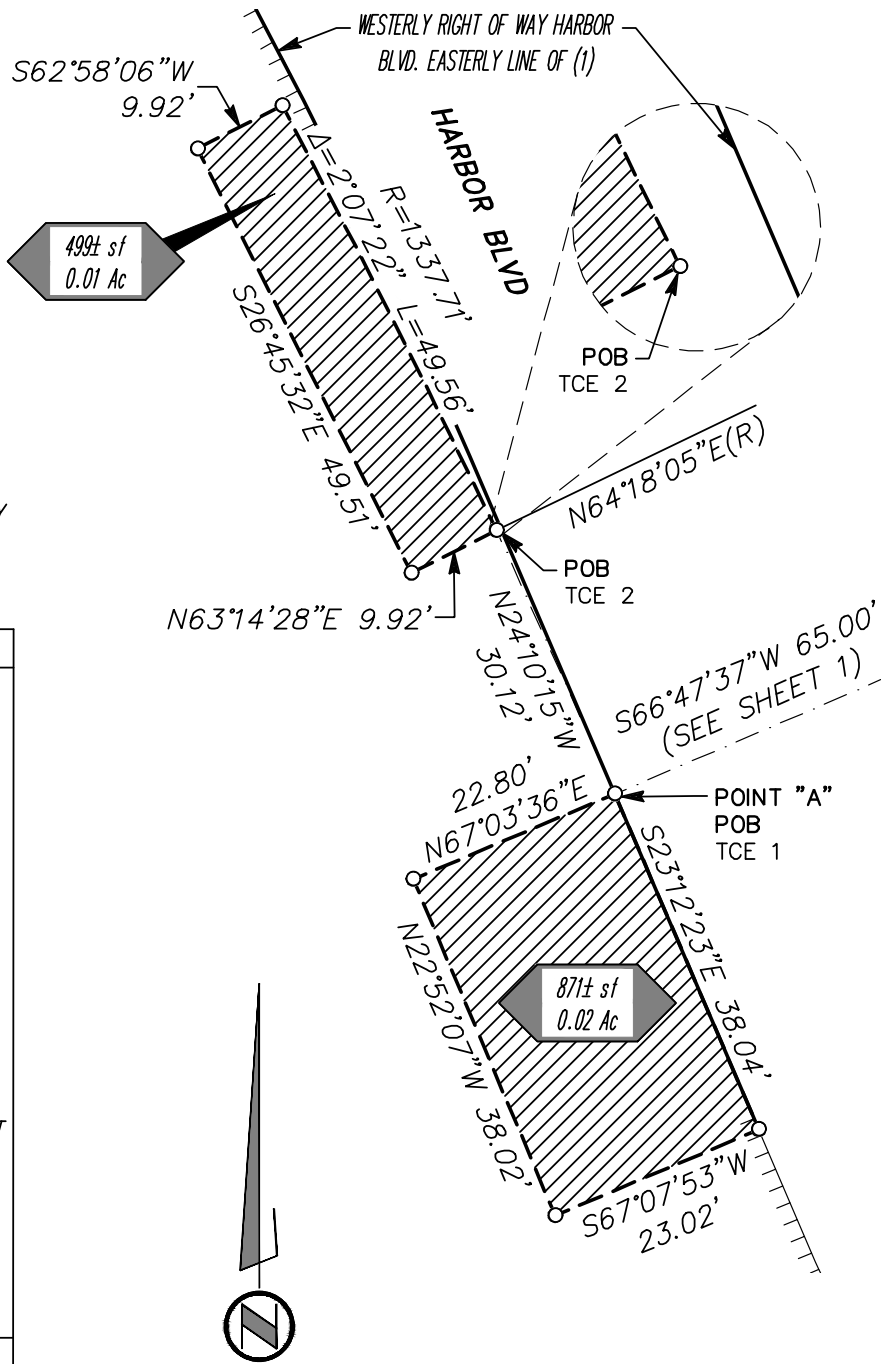


 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	08/05/2022	2	BPK	1	2

EXHIBIT B

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	TEMPORARY CONSTRUCTION EASEMENT	1,370± SF	7449-005-010

HUNT ENTERPRISES
 APN: 7449-005-010
 INSTRUMENT NUMBER 438
 RECORDED AUGUST 19, 1971
 OFFICIAL RECORDS OF LOS ANGELES COUNTY

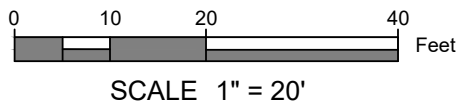


LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE
- TIE LINE
- POC POINT OF COMMENCEMENT
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NOTES

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MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	08/05/2022	2	BPK	2	2

Hunt Enterprises, Inc.
TO
The City of Los Angeles

Easement Deed

Grant of Temporary Construction Easement

Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within quitclaim, deed or grant to the City of Los Angeles, a municipal corporation, is hereby accepted under the authority of the Harbor Department of The City of Los Angeles, pursuant to Order No. 2950 (effective July 21, 1959) and Resolution No. _____, dated _____, 2022, and the grantee consents to the recordation thereof by its duly authorized officer.

Project: SR-47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Project, Portion of APN 7449-005-010, Consisting of 871 and 499 SF.

CHECKED AS TO PARTIES, STATUS, DATES, SIGNATURES, AND ACKNOWLEDGMENTS

HARBOR DEPARTMENT

By: _____

Approved as to Authority : ___ / ___ /2022

HARBOR DEPARTMENT

By: _____

Michael DiBernardo
Deputy Executive Director

Approved as to Description ___ / ___ /2022

HARBOR DEPARTMENT

By: _____

Approved. ___ / ___ /2022

Michael N. Feuer, City Attorney

By: _____

Estelle Braaf , Deputy City Attorney