

- 8M.** City Manager - Approve Amendment to Grant of Easement for Water Facilities on a Portion of City-Owned Property Located at 20500 Madrona Avenue. Expenditure: None.
Recommendation of the City Manager that City Council approve an Amendment to Grant of Easement to California Water Service Company for new water facilities on a portion of city-owned property located at 20500 Madrona Avenue.



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Carlos Huizar, Management Associate | CHuizar@TorranceCA.gov

Subject: City Manager - Approve Amendment to Grant of Easement for Water Facilities on a Portion of City-Owned Property Located at 20500 Madrona Avenue. Expenditure: None.

RECOMMENDATION

Recommendation of the City Manager that City Council approve an Amendment to Grant of Easement to California Water Service Company for new water facilities on a portion of city-owned property located at 20500 Madrona Avenue.

FUNDING

None Required.

DISCUSSION

On April 9, 2024, the City Council approved the grant of a 12-foot wide permanent, non-exclusive easement to California Water Service (Cal Water) for the installation of a new water main alignment within the City Yard property, located at 20500 Madrona Avenue. This easement was part of Cal Water's efforts to replace an existing 20-inch water pipeline that serves the Dominguez Torrance Station at 405 Maple Avenue. The replacement is a critical component of the Water Replenishment District (WRD) Goldsworthy Desalter Facility Expansion Project, which aims to enhance regional water sustainability.

During the course of construction for the water main project, it became evident that additional easement area would be required to accommodate the installation of infrastructure needed to provide fire service for the expanded Desalter Facility. This fire service infrastructure is essential to meet regulatory requirements and ensure the safe operation of the facility.

As a result, Cal Water is requesting the City Council's approval to grant additional easement area within the City Yard property to facilitate the fire service installation. This expansion will ensure the new water main project meets all operational and safety requirements and supports the goals of the WRD Desalter Expansion Project.

The proposed easement adjustments will help support the timely completion of the project, which is expected to begin in July 2025.

8M

City Council
January 14, 2025
Page 2

ATTACHMENTS

1. Amendment to Grant of Easement
2. Original Grant of Easement

EXEMPT FROM RECORDING FEES PURSUANT TO
GOV'T CODE §§ 27383 AND 27388.1

RECORDING REQUESTED BY:

NAME City of Torrance
ADDRESS 3031 Torrance Boulevard
CITY Torrance
STATE CA
ZIP 90503

WHEN RECORDED MAIL TO:

NAME Engineering Dept (jwh)
California Water Service Company
ADDRESS 1720 N First Street
CITY San Jose
STATE CA
ZIP 95112

Title:

Space above this line for Recorder's Use

AMENDMENT TO GRANT OF EASEMENT
(DOM 128_232/Torrance Yard)

Parties:

(Pages)

GRANTOR: CITY OF TORRANCE, a municipal corporation, 3031 Torrance Boulevard,
Torrance, CA 90503

GRANTEE: CALIFORNIA WATER SERVICE COMPANY, a California corporation, 1720 N
First Street, San Jose, CA 95112

Affected APNs: 7352-012-909 (Burdened Parcel)
7352-012-019 (Benefited Parcel)

The Grantor declares that the documentary transfer tax is: Cnty: \$-0- and City: -\$0-; and is

- ☒ Computed on the full value of the interest or property conveyed;
(Consideration and value less than \$100.00. R&T Code § 11911)
- ☐ Computed on the full value less the value of liens or encumbrances remaining thereon
at the time of sale.

The land, tenements, or realty is in: ☐ unincorporated area of; ☒ **City of Torrance.**

AMENDMENT TO GRANT OF EASEMENT
(DOM 128_232/Torrance Yard)

This AMENDMENT TO GRANT OF EASEMENT, dated November 26, 2024 (the **Effective Date**), is made by and between the CITY OF TORRANCE, a municipal corporation (**Grantor**), and CALIFORNIA WATER SERVICE COMPANY, a California corporation and public water utility (**Grantee**), who may each be referred to as a **Party** and together as the **Parties**.

BACKGROUND

A. Grantor is the "Grantor" and Grantee is the "Grantee" under that *Grant of Easement*, dated April 9, 2024 and recorded on June 13, 2024 in the Official Records of the Recorder's Office of the County of Los Angeles, State of California as Document No. **20240386708** (the **Grant of Easement**).

B. Under that Grant of Easement, Grantor granted and conveyed to Grantee a perpetual, non-exclusive easement over Grantor's property in the City of Torrance, County of Los Angeles, State of California, located at 20500 Madrona Avenue, currently identified by APN 7352-012-909 (the **Burdened Parcel**) for the benefit of an serving Grantee's property in the City of Torrance, County of Los Angeles, State of California, located at 405 Maple Avenue, currently identified by APN 7352-012-019 (the **Benefited Parcel**, also referred to by Grantee as Station DOM 128_232), and for the permitted uses further defined under that Grant of Easement.

C. The Parties desire to amend the Grant of Easement to add to the Easement Area as defined under the Grant of Easement, under and subject to the terms and conditions of this Amendment to Grant of Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of \$10.00 and the covenants below, the Parties agree as follows:

1. **Easement Area.** Exhibit A attached to the Grant of Easement is deleted in its entirety and replaced with the Exhibit A attached to this Amendment to Grant of Easement. Exhibit B attached to the Grant of Easement is deleted in its entirety and replaced with the Exhibit B attached to this Amendment to Grant of Easement.
2. **No Other Amendment.** This Amendment to Grant of Easement does not affect, modify, cancel, release, or waive any of Grantor or Grantees rights or responsibilities under the Grant of Easement. Except to the extent modified by this Amendment to Grant of Easement, all of the terms and conditions of the Grant of Easement are unaffected and remain in full force and effect.
3. **Completion of Blanks.** For convenience, the Parties authorize the notary or notaries notarizing this instrument to complete or fill in blank spaces or lines left for recording information, page numbers or page counts, and dates.
4. **Counterparts.** This instrument can be executed in one or more counterparts. Each counterpart will be deemed an original, and all counterparts when taken together will constitute one and the same instrument.

[Remainder of page intentionally left blank. Signatures on following page(s).]

IN WITNESS WHEREOF, the Parties have executed this Grant of Easement as of the date written above.

Grantor:

CITY OF TORRANCE
a municipal corporation

ATTEST:

Rebecca Poirier, MMC
City Clerk

By: _____
George K. Chen
Its: Mayor

APPROVED AS TO FORM:
Patrick Q. Sullivan
City Attorney

Tatia Y. Strader
Assistant City Attorney

Grantee:

CALIFORNIA WATER SERVICE COMPANY
a California corporation

By: _____
James P. Lynch
Its: SVP, Treasurer & CFO

By: _____
Michelle Mortensen
Its: VP, Chief of Staff & Corporate Secretary

CALIFORNIA 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

Santa Clara

On December 18, 2024 before me,

Isin Gallmann, Notary Public

Date

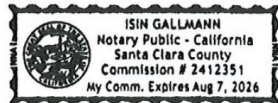
Here Insert Name and Title of the Officer

personally appeared

James P. Lynch and Michelle R. Mortensen

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

Isin Gallmann

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Exhibit A
Description of Easement Area

A STRIP OF LAND 12.00 FEET WIDE WITHIN A PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 15380, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP FILED IN BOOK 226, PAGES 59 AND 60, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 00° 04' 00" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MADRONA AVENUE, 180.78 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 89° 52' 47" EAST, 94.42 FEET; THENCE SOUTH 45° 16' 53" EAST, 24.05 FEET; THENCE SOUTH 89° 57' 47" EAST, 116.59 FEET; THENCE NORTH 45° 04' 01" EAST, 28.01 FEET; THENCE NORTH 89° 56' 12" EAST, 90.78 FEET; THENCE SOUTH 44° 55' 59" EAST, 161.63 FEET; THENCE SOUTH 89° 59' 51" EAST, 17.52 FEET TO THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE WESTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2.

CONTAINING 6398 SQUARE FEET, 0.147 ACRES OF LAND, MORE OR LESS.


ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF MADRONA AVENUE, BEING NORTH 00° 04' 00" EAST AS SHOWN ON PARCEL MAP NO. 15380, IN THE CITY OF TORRANCE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP FILED IN BOOK 226, PAGES 59 AND 60, RECORDS OF SAID COUNTY.

Prepared under my supervision:


Armando D. DuPont, L.S. 7780

04/04/2024



A STRIP OF LAND 32.00 FEET WIDE WITHIN A PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 15380, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP FILED IN BOOK 226, PAGES 59 AND 60, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 00° 04' 00" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MADRONA AVENUE, 180.78 FEET; THENCE SOUTH 89° 52' 47" EAST ALONG THE CENTERLINE OF A 12.00 FEET WIDE WATER EASEMENT RECORDED JUNE 13, 2024 AS INSTRUMENT NO. 20240386708 OF OFFICIAL RECORDS OF SAID COUNTY, 94.42 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF SAID WATER LINE EASEMENT SOUTH 45° 16' 53" EAST, 24.05 FEET; THENCE SOUTH 89° 57' 47" EAST, 116.59 FEET; THENCE NORTH 45° 04' 01" EAST, 28.01 FEET; THENCE NORTH 89° 56' 12" EAST, 46.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 03' 48" EAST 36.85 FEET TO A POINT OF TERMINATION.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID 12.00 FEET WIDE WATER EASEMENT.

CONTAINING 987 SQUARE FEET, 0.023 ACRES OF LAND, MORE OR LESS.

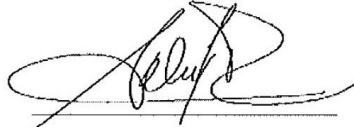
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

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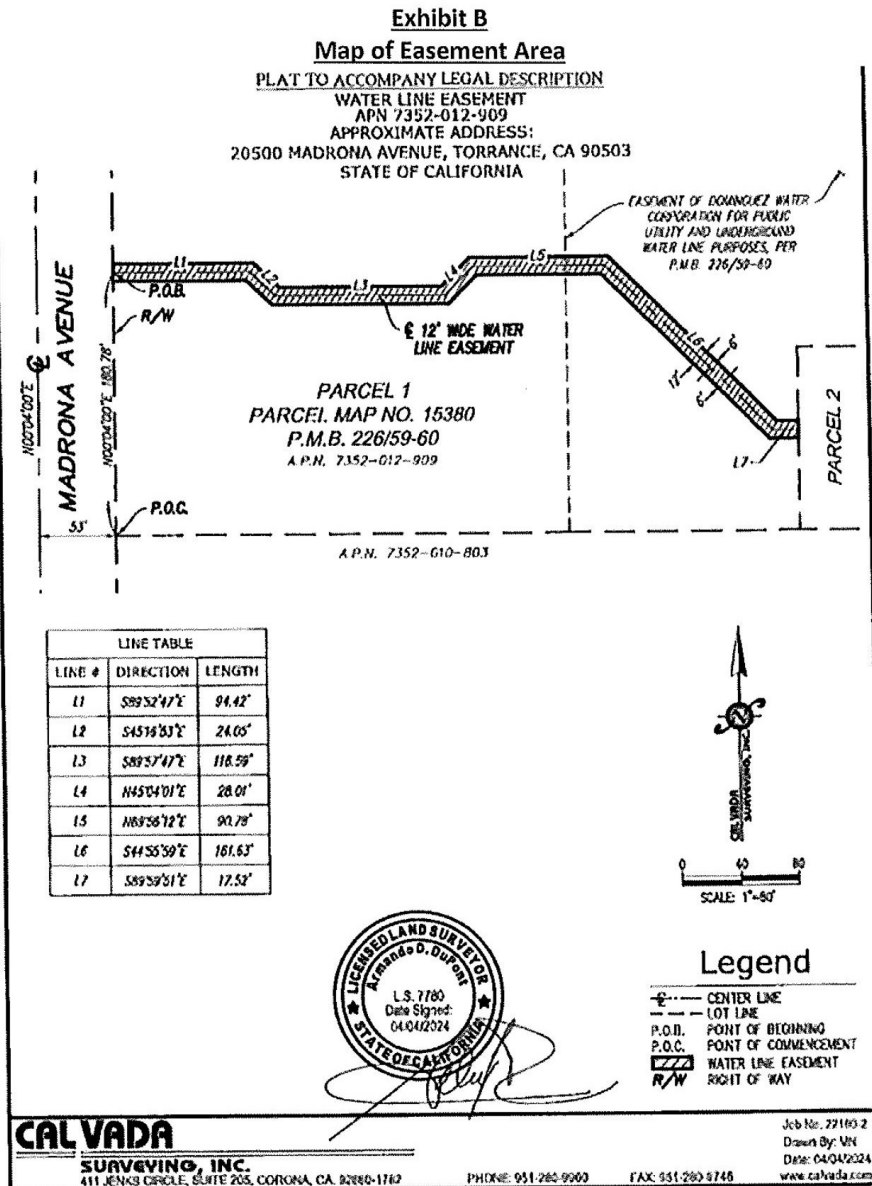
Prepared under my supervision:

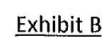


Armando D. DuPont, L.S. 7780

11/20/2024







This page is part of your document - DO NOT DISCARD



20240386708



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/13/24 AT 09:30AM

Pages:
0016

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/> PAID:	0.00



LEADSHEET



202406133330013

00024532424



014732110

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

EXEMPT FROM RECORDING FEES PURSUANT
TO GOV'T CODE §§ 27383 AND 27388.1

RECORDING REQUESTED BY:

NAME City of Torrance
ADDRESS 3031 Torrance Boulevard
CITY Torrance
STATE CA
ZIP 90503

WHEN RECORDED MAIL TO:

NAME Engineering Dept (jwh)
California Water Service Company
ADDRESS 1720 N First Street
CITY San Jose
STATE CA
ZIP 95112



Title:

Space above this line for Recorder's Use

GRANT OF EASEMENT
(DOM 128_232/Torrance Yard)

Parties:

(Pages)

GRANTOR: CITY OF TORRANCE, a municipal corporation, 3031 Torrance
Boulevard, Torrance, CA 90503

GRANTEE: CALIFORNIA WATER SERVICE COMPANY, a California corporation,
1720 N First Street, San Jose, CA 95112

Affected APNs: 7352-012-909 (Burdened Parcel)
7352-012-019 (Benefited Parcel)

The Grantor declares that the documentary transfer tax is: Cnty: \$-0- and City: \$-0-; and is

- ☒ Computed on the full value of the interest or property conveyed;
(Consideration and value less than \$100.00. R&T Code § 11911)
- ☐ Computed on the full value less the value of liens or encumbrances remaining
thereon at the time of sale.

The land, tenements, or realty is in: ☐ unincorporated area of; ☒ City of Torrance.

C 2024-070

GRANT OF EASEMENT
(DOM 128_232/Torrance Yard)

This GRANT OF EASEMENT, dated April 9, 2024 (the *Effective Date*), is made by and between the CITY OF TORRANCE, a municipal corporation (*Grantor*), and CALIFORNIA WATER SERVICE COMPANY, a California corporation and public water utility (*Grantee*), who may each be referred to as a *Party* and together as the *Parties*.

BACKGROUND

A. Grantor owns an approximately 23.15-acre parcel in the City of Torrance, County of Los Angeles, State of California, located at 20500 Madrona Avenue, currently identified by APN 7352-012-909 (the *Burdened Parcel*).

B. Grantee owns an approximately 1.92-acre parcel in the City of Torrance, County of Los Angeles, State of California, located at 405 Maple Avenue, currently identified by APN 7352-012-019 (the *Benefited Parcel*). The Benefited Parcel, also referred to by Grantee as Station DOM 128_232, is adjacent to and borders the Burdened Parcel.

C. Grantee is a public utility water company that provides water service to the Burdened Parcel and has or will install facilities through the Burdened Parcel to provide water service to customers in its service area in and around the City of Torrance.

D. Grantee desires to obtain, and Grantor is willing to grant, a perpetual, non-exclusive easement to Grantee through the Burdened Parcel and benefitting the Benefited Parcel, under and subject to the terms and conditions of this Grant of Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of \$10.00 and the covenants below, the Parties agree as follows:

1. Easement Area

1.1. Pipeline Easement. Grantor grants to Grantee a permanent non-exclusive easement to construct, reconstruct, install, operate, use, inspect, maintain, repair, replace, relocate, patrol, change the size of, add to, or remove such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities as Grantee deems necessary or convenient in connection with Grantee's business as a public utility water company (collectively, the *Facilities*) and for any other legally permitted purpose for the conveyance, distribution, and storage of water, which easement will be no more than 12-feet wide, but is more particularly described in Exhibit A and depicted in Exhibit B attached (the *Easement Area*).

1.2. Access. Grantor grants to Grantee a perpetual, non-exclusive easement on, in, over, and through the Burdened Parcel for pedestrian and vehicular access to and from the

Easement Area to a public road or right of way, including the right to temporarily park vehicles and equipment; provided that the vehicular access and temporary parking of vehicles and equipment does not unreasonably interfere with Grantor's use of the Burdened Parcel.

1.3. As-Is; Where-Is. Grantee takes the Easement Area as-is and where-is, with all physical faults, conditions, and defects, whether patent or latent, known or unknown, subject only to the terms and conditions of this Grant of Easement.

1.4. Running. The terms of this Grant of Easement constitute covenants and servitudes touching and concerning the Burdened Parcel, will run with the Burdened Parcel until terminated according to the terms of this Grant of Easement, and inure to and bind the Parties' respective successors in interest and assigns.

1.5. Reserved Rights. Grantor reserves the right to use the Easement Area for driving, parking, landscaping, walkways, signs, and driveways, and other uses that do not unreasonably interfere with the Grantee's use of the Easement Area or Facilities and which comply with all Applicable Laws, subject to the terms, conditions, and limitations below (collectively, the *Permitted Uses*).

1.6. Emergency Access. Grantee, its employees, contractors, subcontractors, agents, and representatives may access the Easement Area at all times in the event of an emergency, provided that Grantee will take reasonable steps to provide as much advance notice to Grantor as practical under the circumstances.

2. Improvements and Maintenance

2.1. Grantor Consent. Grantee may not build, place, install, or affix a Facility on the Burdened Parcel, except with Grantor's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Grantee will provide Grantor no less than 45 days prior written notice of its intent to place or install any Facilities, together with drawings, measurements, plans, specifications, schematics, and other documentation reasonably requested by Grantor to describe Grantee's intended plans. Grantor's failure to respond after 45 days of Grantor's receipt of Grantee's request will be deemed consent to Grantee's request. Grantor's consent will not be deemed or construed as a representation or warranty of the fitness or suitability of the Facility or that any plans or specifications prepared or presented to Grantor comply with any Applicable Laws.

2.2. Maintenance. Grantee will keep the Facilities in reasonably safe, neat, and clean condition, according to all Applicable Laws, reasonable wear and tear excepted. Grantee may at its cost and with at least 45 days prior notice to Grantor, trim or remove trees, brush, shrubs, roots, or any property that unreasonably interferes with or are encroaches on, over, above, or around the Easement Area. Grantee's exercise of its right will not relieve Grantor of its duties or liabilities (defined below), provided that Grantee shall perform said work in a safe and workmanlike manner and shall indemnify Grantor (as provided below).

2.3. Cost and Expense. Grantee will bear the costs and expenses for repairing and maintaining the Facilities, and any Grantee improvements, except for any Grantor Damage or as otherwise provided at law or in equity.

3. Grantor Responsibilities

3.1. Grantor Damage. Grantor will promptly repair or replace any Facility (in whole or part) damaged or destroyed by its use of the Burdened Parcel. If Grantor fails or refuses to commence or diligently pursue the repair or replacement of any such Facility after no less than 15 days' notice from Grantee, Grantee may undertake or cause the repairs or replacements as it deems necessary or appropriate on Grantor's account and at Grantor's sole cost and expense. Grantor will promptly reimburse Grantee for all costs and expenses that Grantee incurs, including the costs of enforcement, attorneys' fees and costs, and collection fees.

3.2. Maintenance. Grantor will reasonably keep, maintain, and repair the surface of the Easement Area in reasonably safe and neat condition.

3.3. Lateral and Subjacent Support. Grantor will not engage in, cause, permit or suffer activities in, on, over, or through the Easement Area that damage or are reasonably likely to damage a Facility. In addition, Grantor will not perform or permit any digging, tunneling, boring, or other forms of construction or destructive activity in, on, over, or through the Easement Area that disturb or undermine, or are likely to disturb or undermine, the compaction, stability, or support of the ground under, above, or around any Facility, except with Grantee's prior consent, which consent will not be unreasonably withheld, conditioned, or delayed.

3.4. No Interference. Grantor will not use or cause or permit others to use the Burdened Parcel in ways that interferes with Grantee's use of the Easement Area, any Facility, Grantee improvement, or Grantee's operations as a regulated public water utility. Grantor will not cause or permit others to inundate, flood, or allow flowage over the Easement Areas and will not plant trees or deep-rooted shrubs in the Easement Area. If the removal of a Permitted Use is necessary for Grantee to exercise its rights under this Grant of Easement, Grantor will be solely responsible for the costs of removal of such Permitted Use, and Grantee will have no obligation to repair or replace any such Permitted Use.

3.5. No Change of Elevation. Unless Grantor and Grantee otherwise agree in writing, Grantor may not change the finished grade or elevation of the surface of the Easement Area.

3.6. No Unilateral Relocation. Grantor may not reduce, relocate, or substitute any of the Easement Area, nor move, relocate, or re-align any Facility or Grantee improvements, except by written agreement signed by Grantor and Grantee. If Grantor requests or requires any Facility or the Easement Area to be removed or relocated, Grantor will bear all of the costs and expenses of such relocation or removal, including any costs or expenses for substitute or replacement property. Any substitute or replacement easement will be on terms and conditions no less favorable as this Grant of Easement.

3.7. Utility Damage Prevention Act. Before commencing construction or installation of any such Permitted Uses, Grantor will notify and obtain written approval from Grantee in advance, which approval Grantee will not unreasonably condition, withhold, or delay. In addition, Grantor must comply with DigAlert notification requirements pursuant to Government Code §§ 4216 to 4216.9, as the same may be amended, restated, or recodified.

4. Grantee Responsibilities

4.1. Grantee Damage. Grantee will promptly repair or replace Grantor's property or improvements on the Burdened Parcel damaged or destroyed by Grantee's use or access of the Easement Area. If Grantee fails or refuses to commence or diligently pursue the repair or replacement of any such property or improvements on the Burdened Parcel after no less than 15 days' notice from Grantor, Grantor may undertake or cause the repairs or replacements as it deems necessary or appropriate on Grantee's account and at Grantee's sole cost and expense. Grantee will promptly reimburse Grantor for all costs and expenses that Grantor reasonably and incurs under this section, including the costs of enforcement, attorneys' fees and costs, and collection fees.

4.2. Compliance with Applicable Laws. Grantee will comply with all laws applicable to using the Easement Area, including any requirements or conditions of applicable government permit(s) and any federal, state, or local law (collectively, the **Applicable Laws**).

4.3. Liens; Encumbrances. Grantee will not permit, cause, or suffer any voluntary or involuntary lien, charge, or encumbrance (a **Lien**) to attach to the Burdened Parcel. This section will survive the termination of this Grant of Easement.

5. Indemnification

5.1. Mutual Indemnity. Grantor and Grantee (as an **Indemnitor**) will defend, indemnify, and hold harmless the other, their affiliates, and their respective officers, directors, employees, agents, and representatives, and the successors in interest and permitted assigns (as an **Indemnitee**) from and against all liabilities and obligations asserted or other claims, actions, judgments, assessments, taxes (including without limitation federal, state and local income taxes and property taxes), charges, fines, penalties, debts, damages, costs or expenses of any kind, including legal fees and costs (each a **Claim**) suffered, incurred, or accrued by the Indemnitee and caused by the Indemnitor's: (a) a breach of the terms of this Grant of Easement, (b) breach or violation of an Applicable Law; or (c) negligent and willful acts or omissions. The Parties understand and acknowledge that the intent of this section is for each Party to bear responsibility for their own fault(s) and in proportion to its respective fault if there are multiple tortfeasors or responsible parties.

5.2. Notice and Cooperation. The Indemnitor's obligation to indemnify the Indemnitee is subject to the Indemnitee: (a) promptly notifying the Indemnitor of a Claim; (b) permitting the Indemnitor to control (at its cost) the defense of the Claim; (c) permitting the Indemnitor to participate (at its cost) in the defense of the Claim; and (d) receiving the

Indemnitee's reasonable cooperation. An Indemnitee will not agree to settle any Claim without an Indemnitor's written consent, which will not be unreasonably withheld, conditioned, or delayed.

5.3. No Joint and Several Liability. The Parties intend to the greatest extent possible for all liabilities, costs, and expenses arising under this Easement that must be born or assumed by that Party to be individual and not joint and several.

5.4. Limitation on Liability. No Party will be liable to the other Party for any special, consequential, incidental, punitive, or indirect damages arising under this Grant of Easement.

6. Termination

This Grant of Easement may only be terminated: (1) by mutual agreement of the Parties; (b) by merger; or (c) by condemnation.

7. General Terms

7.1. Notice. Any notice, request, offer, approval, consent, or other communication required or permitted to be given by or on behalf of a Party to the other will be delivered in writing by personal delivery, overnight courier service which keeps receipts of deliveries (i.e., Federal Express), United States certified mail (return receipt requested with postage fully prepaid), express mail service, or email, addressed to the other Party at the addresses and to the persons below, or as a Party may otherwise designate to the other, in writing.

To Grantor: City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Attn: City Clerk
E: CityClerk@TorranceCA.gov

Copy To: City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Attn: City Manager's Office
E: LandManagement@TorranceCA.gov

To Grantee: Dominguez District
California Water Service Company
2632 West 237th Street
Torrance, CA 90505
Attn: District Manager

Copy To: Legal Department
California Water Service Company
1720 N First Street

San Jose, CA 95112
 Attn: Assoc. General Counsel
 E: LegalDepartment@calwater.com

7.2. Deemed Consent. Except as elsewhere set forth herein, any Consent required or requested of either Party will be deemed obtained or given to the other Party if the Party from whom consent has been requested has not responded to or given such consent after 30 days of the requesting Party's notice or request.

7.3. Title. Grantor represents and warrants that Grantor has good right and title to grant the easements under this Grant of Easement, and that Grantor and its successors and assigns will warrant and defend the same unto Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

7.4. No Waiver. A Party's waiver of or delay, failure, or refusal to demand or pursue a breach or claim under this Grant of Easement is not a waiver of such breach or claim or of a subsequent breach of the same or any other term, covenant, or condition of this Grant of Easement.

7.5. Exhibits; Order of Interpretation. The exhibits, attachments, and schedules referred to above and attached to this Grant of Easement form part of the Easement. If the terms of an exhibit, attachment, or schedule to this Grant of Easement conflict, the more specific or restrictive term will control.

7.6. No Third-Party Beneficiaries. This Grant of Easement does not create or confer any rights or interests in third-party beneficiaries, and no person or party claiming by through or under Grantor or Grantee is or may be deemed a third-party beneficiary with any rights, interest, or claim to enforce this Grant of Easement.

7.7. Headings and Terms. Headings and captions are for convenience only and will not affect the construction or interpretation of this Grant of Easement.

7.8. Amendment. This Grant of Easement may not be modified or amended except by a written instrument signed by Grantor and Grantee.

7.9. Reasonable Cooperation. Each Party will reasonably cooperate with the other to prepare, negotiate, or execute, deliver, and record any instrument reasonably requested or required to effectuate the purpose and terms of this Grant of Easement.

7.10. Severability. If any provision of this Grant of Easement is deemed by a court to be invalid, illegal, or unenforceable, such provisions will be ineffective only to the extent of its invalidity, illegality, or unenforceability; and the remaining portion of the provision not affected will be enforceable to its fullest extent.

7.11. Venue; Waiver of Jury Trial. Any claim, cause, suit, or action arising under this Grant of Easement must be filed in state trial court of Pierce County, State of Washington.

7.12. Completion of Blanks. For convenience, the Parties authorize the notary or notaries notarizing this instrument to complete or fill in blank spaces or lines left for recording information, page numbers or page counts, and dates.

7.13. Counterparts. This Grant of Easement can be executed in one or more counterparts. Each counterpart will be deemed an original, and all counterparts when taken together will constitute one and the same instrument.


[Remainder of page intentionally left blank. Signatures on following page(s).]

IN WITNESS WHEREOF, the Parties have executed this Grant of Easement as of the date written above.

Grantor:

CITY OF TORRANCE
a municipal corporation

ATTEST:

 6/7/21

Rebecca Poirier, MMC
City Clerk

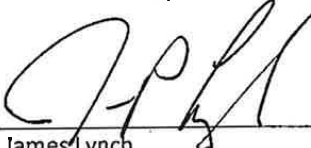
By:  _____
George K. Chen
Its: Mayor

APPROVED AS TO FORM:
Patrick Q. Sullivan
City Attorney

 _____
Fatia Strader
Assistant City Attorney

Grantee:

CALIFORNIA WATER SERVICE COMPANY
a California corporation

By:  _____
James Lynch
Its: SVP, Treasurer & CFO

By:  _____
Michelle Mortensen
Its: VP, Chief of Staff & Corporate Secretary

CALIFORNIA 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

Santa ClaraOn April 17, 2024

Date

before me, Isin Gallmann, Notary Public

Here Insert Name and Title of the Officer

personally appeared

James Lynch and Michelle Mortensen

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.



Place Notary Seal and/or Stamp Above

Signature Isin Gallmann
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

CALIFORNIA 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 6/7/24 before me, Theresa Elizabeth Yniguez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Tatia K. Strader
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.



Place Notary Seal and/or Stamp Above

Signature Theresa Elizabeth Yniguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Grant of EasementDocument Date: _____ Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CALIFORNIA 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

6/7/24

Date

before me,

Theresa Elizabeth Yniguez Notary Public

Here Insert Name and Title of the Officer

personally appeared

George K. Chen, Mayor

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.



Place Notary Seal and/or Stamp Above

Signature

Theresa Elizabeth Yniguez

Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document:

Grant of Easement

Document Date:

Number of Pages:

9

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer – Title(s):☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other:

Signer is Representing:

CALIFORNIA 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 AngelesOn 6/7/24 before me, Theresa Elizabeth Yniguez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Rebecca Parrier, MNC
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.



Place Notary Seal and/or Stamp Above

Signature Theresa Elizabeth Yniguez
Signature of Notary Public

OPTIONAL

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Description of Attached DocumentTitle or Type of Document: Grant of EasementDocument Date: _____ Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

WATER LINE EASEMENT

A STRIP OF LAND 12.00 FEET WIDE WITHIN A PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 15380, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP FILED IN BOOK 226, PAGES 59 AND 60, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 00° 04' 00" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MADRONA AVENUE, 180.78 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 89° 52' 47" EAST, 94.42 FEET; THENCE SOUTH 45° 16' 53" EAST, 24.05 FEET; THENCE SOUTH 89° 57' 47" EAST, 116.59 FEET; THENCE NORTH 45° 04' 01" EAST, 28.01 FEET; THENCE NORTH 89° 56' 12" EAST, 90.78 FEET; THENCE SOUTH 44° 55' 59" EAST, 161.63 FEET; THENCE SOUTH 89° 59' 51" EAST, 17.52 FEET TO THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP AND THE END OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE WESTERLY LINE OF PARCEL 1 AND THE WESTERLY LINE OF PARCEL 2.

CONTAINING 6398 SQUARE FEET, 0.147 ACRES OF LAND, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF MADRONA AVENUE, BEING NORTH 00° 04' 00" EAST AS SHOWN ON PARCEL MAP NO. 15380, IN THE CITY OF TORRANCE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP FILED IN BOOK 226, PAGES 59 AND 60, RECORDS OF SAID COUNTY.

Prepared under my supervision:



Armando D. DuPont, L.S. 7780

04/04/2024



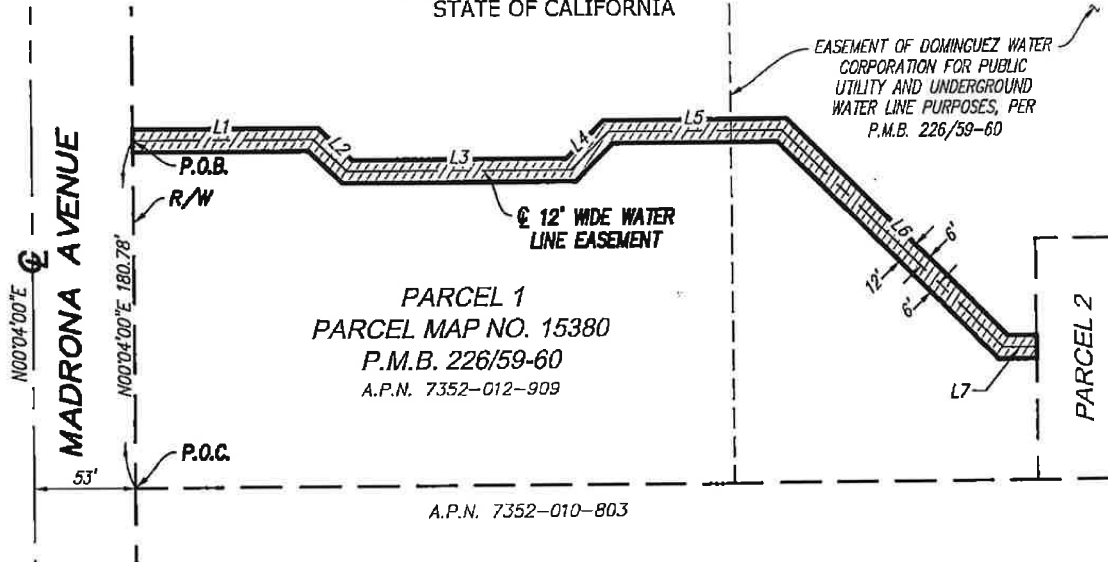
EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

WATER LINE EASEMENT

APN 7352-012-909

APPROXIMATE ADDRESS:

20500 MADRONA AVENUE, TORRANCE, CA 90503
STATE OF CALIFORNIA

PARCEL 1
PARCEL MAP NO. 15380
P.M.B. 226/59-60
A.P.N. 7352-012-909

A.P.N. 7352-010-803

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S89°52'47"E	94.42'
L2	S45°16'53"E	24.05'
L3	S89°57'47"E	116.59'
L4	N45°04'01"E	28.01'
L5	N89°56'12"E	90.78'
L6	S44°55'59"E	161.63'
L7	S89°59'51"E	17.52'

**Legend**

- CENTER LINE
- - - LOT LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- /// WATER LINE EASEMENT
- R/W RIGHT OF WAY

CAL VADA**SURVEYING, INC.**

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 22160-2

Drawn By: MN

Date: 04/04/2024

www.calvada.com

Sheet 2 of 2



Date: January 14, 2024

To: Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Carlos Huizar, Management Associate | CHuizar@TorranceCA.gov

Subject: **Supplemental Material #1 for Item 8M**

DISCUSSION

Staff received a request from Councilmember Gerson to provide an exhibit displaying the updated easement area overlayed onto satellite imagery, which is included as Attachment 1.

ATTACHMENT

1. Exhibit B – Overlayed onto Satellite Imagery

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

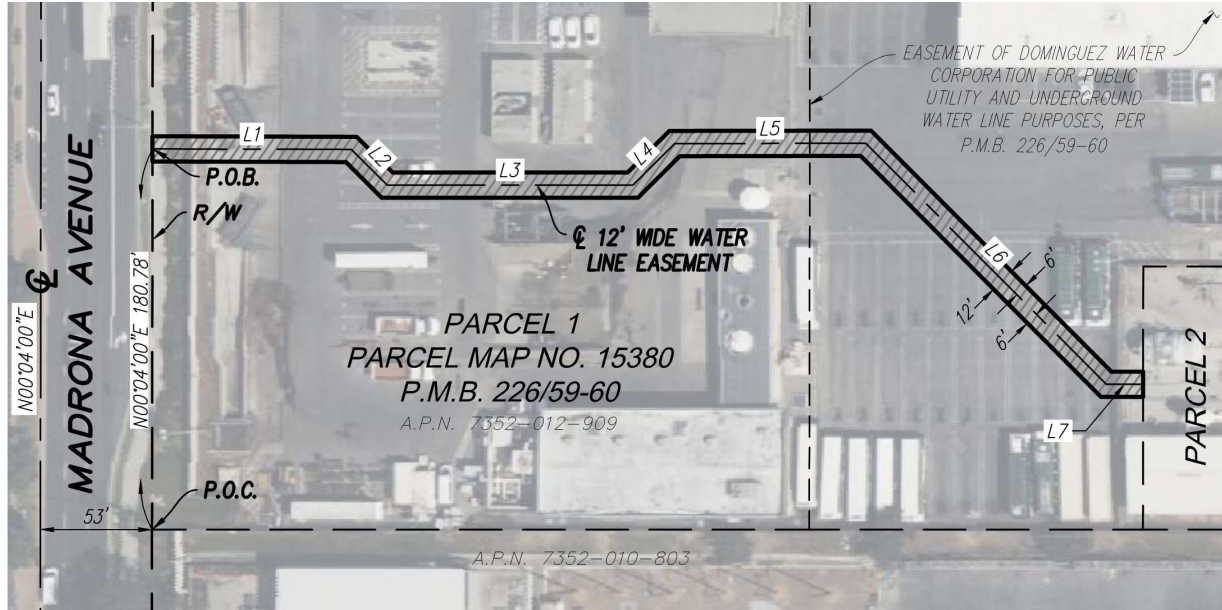
WATER LINE EASEMENT

APN 7352-012-909

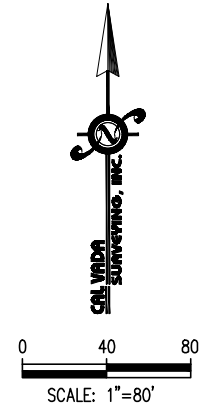
APPROXIMATE ADDRESS:

20500 MADRONA AVENUE, TORRANCE, CA 90503

STATE OF CALIFORNIA



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°52'47"E	94.42'
L2	S45°16'53"E	24.05'
L3	S89°57'47"E	116.59'
L4	N45°04'01"E	28.01'
L5	N89°56'12"E	90.78'
L6	S44°55'59"E	161.63'
L7	S89°59'51"E	17.52'

**Legend**

—●—	CENTER LINE
---	LOT LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	WATER LINE EASEMENT
R/W	RIGHT OF WAY

CAL VADA**SURVEYING, INC.**

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 22160-2

Drawn By: MN

Date: 01/13/2025

www.calvada.com

EXHIBIT "B"

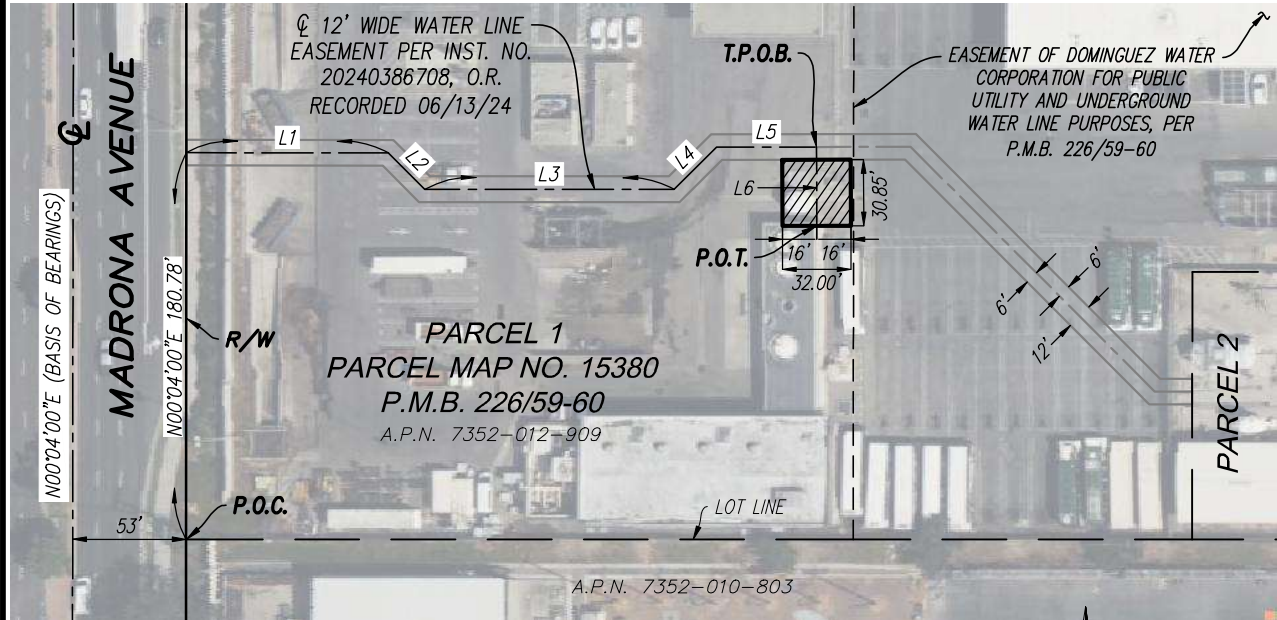
PLAT TO ACCOMPANY LEGAL DESCRIPTION

WATER LINE EASEMENT

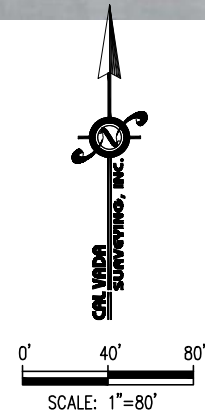
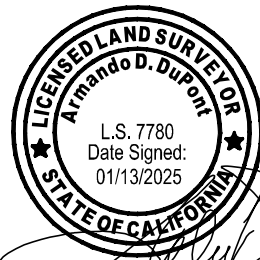
APN 7352-012-909

APPROXIMATE ADDRESS:

20500 MADRONA AVENUE, TORRANCE, CA 90503
STATE OF CALIFORNIA



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°52'47"E	94.42'
L2	S45°16'53"E	24.05'
L3	S89°57'47"E	116.59'
L4	N45°04'01"E	28.01'
L5	N89°56'12"E	46.85'
L6	S00°03'48"E	36.85'



Legend

	CENTER LINE
	LOT LINE
	TRUE POINT OF BEGINNING
	POINT OF COMMENCEMENT
	POINT OF TERMINATION
	WATER LINE EASEMENT
	RIGHT OF WAY

CAL VADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92878-5038

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 22160-3

Drawn By: CE

Date: 01/13/2025

www.calvada.com