



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

October 08, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**GRANT OF EASEMENTS
FROM THE COUNTY OF LOS ANGELES
TO SOUTHERN CALIFORNIA EDISON COMPANY
PARCEL 125I – MARINA CITY CLUB, MARINA DEL REY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

The recommended actions will grant easements to install, operate, and maintain the proposed Electrical Vehicle Chargers (EVs) and appurtenant structures, from the County of Los Angeles (County) to Southern California Edison Company (SCE), within a portion of land at Parcel 125I, the Marina City Club (MCC), located in Marina del Rey.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed grant of easements is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Find that the grant of easements to SCE for installation and operation of EVs, and their appurtenant structures within Parcel 125I, is in the public interest and will not interfere with the current use of the property by the County.
3. Approve the proposed grant of easements to SCE to install, operate, and maintain the proposed 30 EVs and appurtenant structures within a portion of land at Parcel 125I.
4. Approve and authorize the Director of the Department of Beaches and Harbors (DBH) to execute

the proposed easements and any other ancillary documentation approved as to form by County Counsel and to take actions necessary to consummate easements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed grant of easements will allow Southern California Edison (SCE) to install, operate, and maintain 30 EVs comprised of 10 EVs at 4314 Marina City Drive, and 20 EVs at 4265 Marina City Drive, Marina del Rey, California, 90292.

The Southern California Edison Ready Charge Program (Program) is designed for light-duty passenger vehicles, and provides financial incentives, infrastructure, and technical support to facilitate the installation and maintenance of EVs. With greater ease and affordability, property owners and public entities can now meet the growing demand for clean energy charging options from their communities.

SCE is solely responsible for all costs associated with the proposed EV installation, its daily operation, and the ongoing maintenance of equipment. The proposed EVs will support the public interest by providing the MCC residents and its visitors easy access to alternative clean energy in their efforts to decrease the impact of climate change by reducing the use and emissions of fossil fuels, which results in cleaner air for all County residents.

Parcel 125I, commonly known as the MCC, consists of 101 apartment units, 303 boat slips marina, three high-rise towers containing 600 condo units, a club facility, a free-standing low-rise building, several commercial unit spaces, promenade, and a covered parking structure. The County is the fee owner of the land underlying Parcel 125I.

This recommendation is at no cost to the County and supports your Board's adoption of County's 2045 Climate Action Plan on April 16, 2024, and your Board's Motion dated April 23, 2024, A Zero-Emission Vehicle Master Plan for Los Angeles County.

Approval of the recommended actions will find that the project is exempt from the CEQA and allow DBH to execute easements.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star Goal #3, Realize Tomorrow's Government Today; Focus Area Goal F. - Flexible and Efficient Infrastructure.

In furtherance of County North Star Goal #3, "Realize Tomorrow's Government Today," Focus Area Goal G, "Internal Controls and Processes," Strategy ii, "Manage and Maximize County Assets."

FISCAL IMPACT/FINANCING

Granting the easements will provide a public benefit to the County residents with access to alternative clean energy and are being granted to SCE at no cost. If there is any revenue generated, Essex Marina City Club, L.P., a California limited partnership (Lessee) will report any revenue generated from the use of the EVs and pay rent to the County pursuant to the terms of the Ground

Lease agreement.

Operating Budget Impact

The proposed easements will have no impact on DBH's operating budget. There is no impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code section 25526.6 authorizes counties to grant easements to a public utility if the Board finds that such conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County.

The County and Marina City Club, L.P., a California Limited Partnership (f/k/a J. H. Snyder Company, a California Limited Partnership) entered into the Second Amended and Restated Lease on October 27, 1987 ("Lease") with an 80-year term that included establishing a sub-leasehold condominium regime for the high-rise apartment units on a long-term prepaid basis. The Lease was later assigned to the current lessee, Essex Marina City Club. The term of the lease expires on July 29, 2067.

The MCC Condo Owners Association (COA) requested the proposed easements under the SCE's Ready Charge Program. Following a request from the COA to install EVs on the leased property, Lessee submitted plans and structural design reports for the proposed EVs installation, a draft of the proposed easements, its legal descriptions, and drawings for County's review and approval. Under the terms of the Lease, the County retains the right to grant utility easements.

DBH has reviewed and conditionally approved Lessee's submittals for the proposed EVs; the Department of Public Works has reviewed and approved the legal descriptions; and Lessee has consented to the easements. Approval by the Department of Regional Planning is pending.

Easements provide the County the right to terminate easements at any time after the 10th year from the date the County grants the easements. The proposed easements have been approved as to form by County Counsel. At its regular meeting on September 11, 2024, the County's Small Craft Harbor Commission voted to endorse DBH's recommendations as set forth herein.

ENVIRONMENTAL DOCUMENTATION

The proposed SCE easement project is exempt from CEQA. The Project, to grant easements to renovate and upgrade existing facilities by installing electric vehicle charging stations in existing parking areas, is within a class of projects that have been determined not to have a significant effect on the environment which meets the criteria set forth in section 15301 of the State CEQA Guidelines ("Guidelines") and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return one certified copy of the Minute Order and an adopted-stamped copy of this Board letter to DBH, Asset Management Division at 13837 Fiji Way, Marina del Rey, CA 90292, for further processing. Should you have any questions, please contact Natasha Robinson at (424) 526-7742 or NRobinson@bh.lacounty.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Jones', with a stylized flourish at the end.

GARY JONES

Director

GJ:AC:LTA:SP:MAC:nr

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF
EASEMENT
Vehicle Charging Station**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Santa Monica	SERVICE ORDER TD2175420	SERIAL NO.	MAP SIZE
	GVM LT-6561-F1 APN 4224-006-911	APPROVED: VEGETATION & LAND MANAGEMENT/LAW DEPARTMENT (M.A.R.)	BY SLS/BT	DATE 08/23/2024
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME				

COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, solely for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the City of Marina del Rey, County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" BOTH ATTACHED HERETO AND MADE A PART OF.

Subject to all matters of record and the following reservations and conditions which Grantee by acceptance of this Easement agrees to keep and perform:

a) Grantor reserves the right to use the Easement area for any and all purposes consistent with the enjoyment of the Easement herein granted, provided that such use does not interfere with Grantee's use as set forth herein;

b) This Easement is subject to all existing covenants, restrictions, reservations, easements, rights, and rights-of way of record on the Grantor's property, if any.

c) AS-IS WHERE IS. Grantee has personally inspected the Easement area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Easement. Grantee accepts the Easement in its AS-IS-WHERE-IS with all faults physical condition, including, without limitation, its soils, geological stability, susceptibility to settlement and potential presence of hazardous materials and substances affecting the soils, groundwater, or gases in, on, and under the Easement TD2175420 and without regard to habitability, merchantability, suitability, or fitness for human or animal uses. Grantee shall not make any demands upon Grantor for any improvements or alterations thereof.

d) It is expressly understood Grantor will not be called upon and is not obligated to maintain, repair, or otherwise improve the Property which is subject to this Easement;

e) Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described Easement area. The Grantee, and its contractors, agents and employees, shall have the right, consistent with the Local Coastal Program, to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable. Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its contractors, agents, or employees while exercising the rights granted herein;

f) Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given replacement rights in a form acceptable, acceptance of which shall not be unreasonably withheld, to Grantee over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this Easement on terms reasonably acceptable to Grantor and Grantee;

g) Notwithstanding Paragraph (f), Grantor may, at Grantor's cost, remove the charging stations upon sixty (60) days written notice and terminate this Easement (the "Termination Right").

h) In no event shall the Termination Right be exercised within the first ten (10) years following the date of execution set forth below. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this Easement on terms reasonably acceptable to Grantee and Grantor;

i) To the extent Grantee has not commenced the installation of the facilities within one (1) year of the execution date, this Easement shall become null and void;

j) Grantee shall indemnify, defend and hold harmless the Grantor, and its special districts, elected and appointed officers, employees, and agents (collectively the "Grantor's Agents"), from and against any and all liability and expense, including without limitation claims and lawsuits for injuries or damages of any nature whatsoever, including without limitation bodily injury, death, personal injury, or property damage, including property of the Grantor and Grantee, and including without limitation pollution liability, defense costs, expert witness fees, legal fees, and workers' compensation benefits (each, a "Claim"), based upon, arising from, or relating to either the Grantee's operations, equipment, or the services provided by the Grantee, its officers, employees, agents, servants, receivers, invitees, contractors, subcontractors, successors, or assignees (collectively, the "Grantee's Agents"), in connection with this Easement, and/or the acts or omissions of Grantee, Grantee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Easement, and arising out of such activities or work. However, Grantee shall not have to indemnify, defend and hold harmless Grantor or Grantor's Agents for a Claim to the extent caused by the negligence or wilful misconduct of Grantor or Grantor's Agents. Notwithstanding the foregoing, Grantee shall have an immediate and independent duty to defend Grantor until such Claim is resolved, whether by settlement, judgment or otherwise, unless and until Grantor and Grantee mutually agree or a court of competent jurisdiction determines, that the Claim was caused by the sole negligence, sole gross negligence or sole willful misconduct of Grantor or the claim by its terms only alleges the sole negligence, gross negligence, or willful misconduct of Grantor .

EXECUTED this _____ day of _____, 20____.

GRANTOR

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____

Name _____

Title _____

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, _____, a 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)

EXECUTED this ____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____

Name _____

Title _____

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, _____, a 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

PROJECT NAME: Marina City Club – SCE Easements

File with: **MARINA DEL REY 1-3GE.1**

A.I.N. 4224-006-911

I.M. 099-137

Second District

M24DBH0002

LEGAL DESCRIPTION

PARCEL NO. 1-3GE.1 (Grant of Easement for Vehicle Charging Stations):

VARIOUS STRIPS OF LAND, DESCRIBED BELOW, LYING WITHIN LOT 1, TRACT NO. 45545, AS SHOWN ON MAP FILED IN BOOK 1100, PAGES 36 THROUGH 38, OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANEGELES, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, NORTH 72°24'01" WEST 158.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 1, SOUTH 06°03'00" EAST 21.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 06°03'00" EAST 2.77 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID LOT 1.

AREA=144± SQUARE FEET

STRIP #2

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID POINT "A"; THENCE NORTH 46°10'42" WEST 22.11 FEET; THENCE SOUTH 80°49'54" WEST 22.74 FEET; THENCE SOUTH 72°39'44" WEST 23.93 FEET; THENCE SOUTH 67°02'36" WEST 15.70 FEET; THENCE SOUTH 35°47'56" EAST 60.34 FEET TO A POINT HERINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 76°26'00" EAST 13.33 FEET; THENCE SOUTH 13°34'00" EAST 10.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

AREA=981± SQUARE FEET.

STRIP #3

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID POINT "B"; THENCE SOUTH 62°21'35" WEST 34.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #2 DESCRIBED HEREINABOVE.

AREA=186± SQUARE FEET.

TOTAL AREA=1,311± SQUARE FEET.

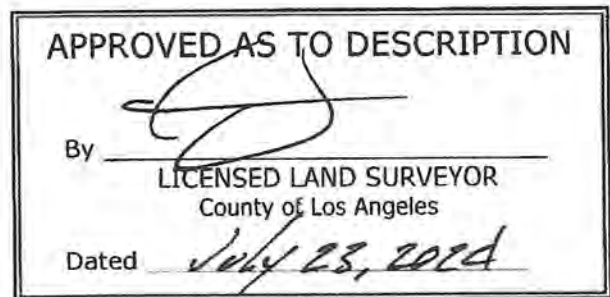


EXHIBIT B

ADMIRALTY



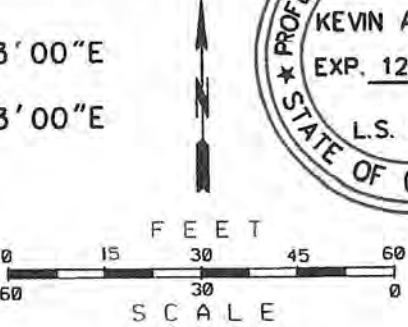
TR NO 45545

MB 1100 - 36 - 38

1



* S $6^{\circ}03'00''$ E 21.23
** S $6^{\circ}03'00''$ E 2.77



BY: LICENSED SURVEYOR
DATE: 7.23.2024

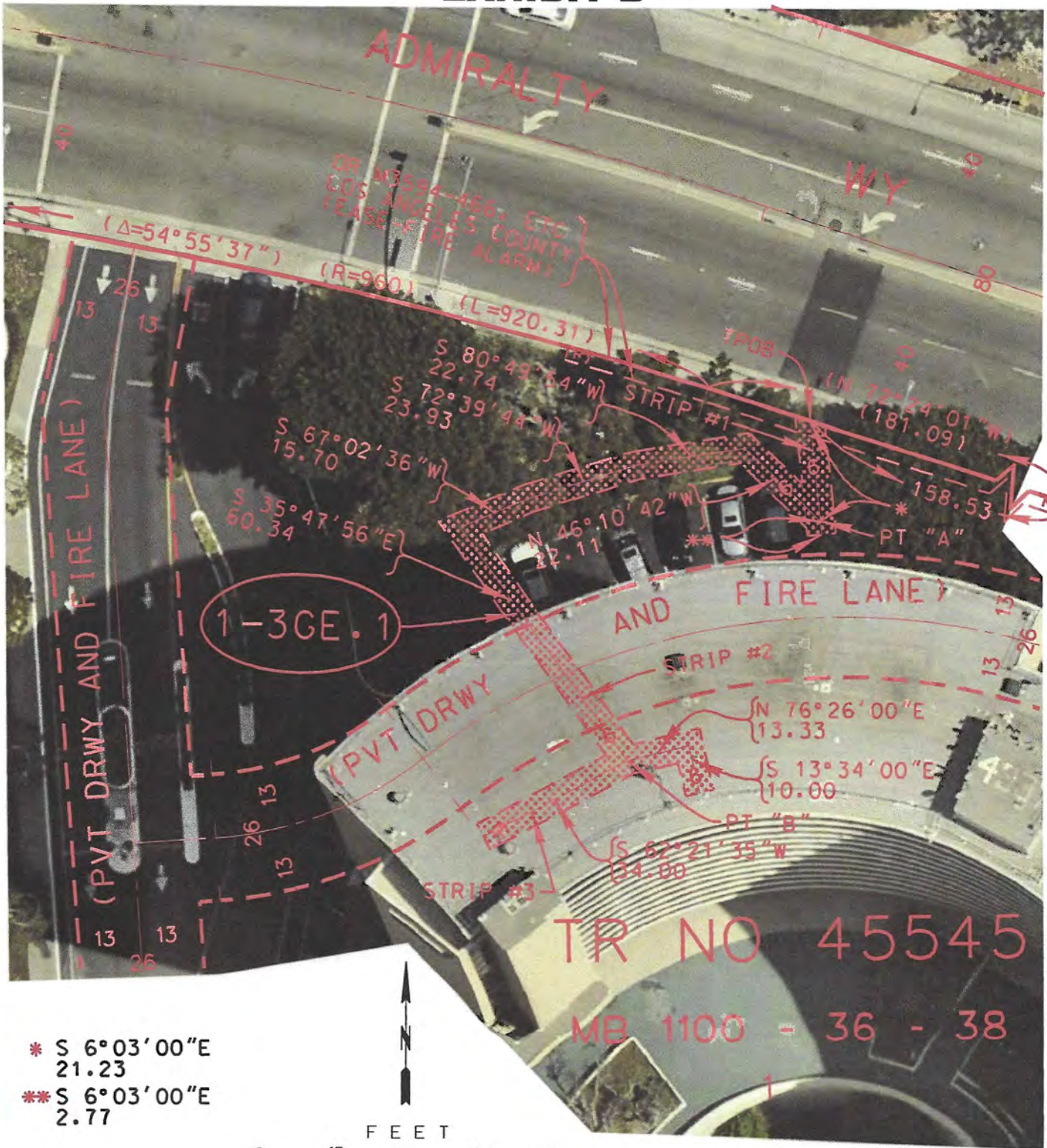
LEGEND:

- GRANT OF EASEMENT - VEHICLE CHARGING STATION
- POC DENOTES POINT OF COMMENCEMENT AT THE NORTHEAST CORNER LOT 1.
- TPOB DENOTES TRUE POINT OF BEGINNING.
- RECORD DIMENSIONS SHOWN IN ().
- DISTANCES SHOWN IN FEET.

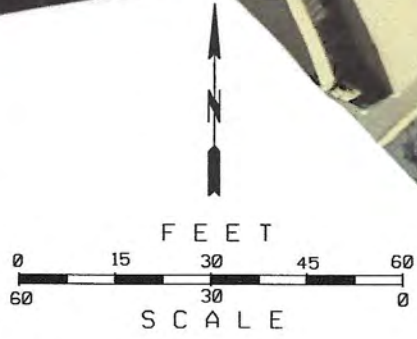
UNINCORPORATED LOS ANGELES COUNTY (MARINA DEL REY)

REFERENCE:		LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION	
IM 099-137 A.I.N. 4224-006-911		PROJECT: Marina City Club - 9 SCE Easements	
FILE WITH: MARINA DEL REY (I)			
PROJECT I.D. MPM0001133	PREPARED BY J BURGESS	DATE 7/15/2024	SHEET 1-3GE.1

EXHIBIT B



- * S 6° 03' 00" E 21.23
- ** S 6° 03' 00" E 2.77



LEGEND:

- GRANT OF EASEMENT - VEHICLE CHARGING STATION
- POC DENOTES POINT OF COMMENCEMENT AT THE NORTHEAST CORNER LOT 1.
- TPOB DENOTES TRUE POINT OF BEGINNING.
- RECORD DIMENSIONS SHOWN IN ().
- DISTANCES SHOWN IN FEET.

FOR REFERENCE PURPOSES ONLY.

UNINCORPORATED LOS ANGELES COUNTY (MARINA DEL REY)

LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION	
PROJECT: Marina City Club - 9 SCE Easements	
FILE WITH: MARINA DEL REY (I)	
REFERENCE: IM 099-137 A.I.N. 4224-006-911	PROJECT I.D. MPM0001133
PREPARED BY J BURGESS	DATE 7/22/2024
SHEET 1-3GE.1	

TR NO 45545
MB 1100 - 36 - 38

**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

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)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Deputy County Clerk, 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.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles
State of California

By _____
Deputy County Clerk

(Seal)



RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF
EASEMENT
Vehicle Charging Station**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	SERVICE ORDER	SERIAL NO.	MAP SIZE
	Santa Monica	TD2175620		
SCE Company	GVM LT-8561-F1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 4224-006-911	VEGETATION & LAND MANAGEMENT/LAW DEPARTMENT (M.A.R.)	SLS/BT	08/23/2024

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FOR LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" BOTH ATTACHED HERETO AND MADE A PART OF,

Subject to all matters of record and the following reservations and conditions which Grantee by acceptance of this Easement agrees to keep and perform:

a) Grantor reserves the right to use the Easement area for any and all purposes consistent with the enjoyment of the Easement herein granted, provided that such use does not interfere with Grantee's use as set forth herein;

b) This Easement is subject to all existing covenants, restrictions, reservations, easements, rights, and rights-of way of record on the Grantor's property, if any.

c) AS-IS WHERE IS. Grantee has personally inspected the Easement area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Easement. Grantee accepts the Easement in its **AS-IS-WHERE-IS** with all faults physical condition, including, without limitation, its soils, geological stability, susceptibility to settlement and potential presence of hazardous materials and substances affecting the soils, groundwater, or gases in, on, and under the Easement TD2175620 and without regard to habitability, merchantability, suitability, or fitness for human or animal uses. Grantee shall not make any demands upon Grantor for any improvements or alterations thereof.

d) It is expressly understood Grantor will not be called upon and is not obligated to maintain, repair, or otherwise improve the Property which is subject to this Easement;

e) Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described Easement area. The Grantee, and its contractors, agents and employees, shall have the right, consistent with the Local Coastal Program, to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable. Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its contractors, agents, or employees while exercising the rights granted herein;

f) Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given replacement rights in a form acceptable, acceptance of which shall not be unreasonably withheld, to Grantee over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this Easement on terms reasonably acceptable to Grantor and Grantee;

g) Notwithstanding Paragraph (f), Grantor may, at Grantor's cost, remove the charging stations upon sixty (60) days written notice and terminate this Easement (the "Termination Right").

h) In no event shall the Termination Right be exercised within the first ten (10) years following the date of execution set forth below. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this Easement on terms reasonably acceptable to Grantee and Grantor;

i) To the extent Grantee has not commenced the installation of the facilities within one (1) year of the execution date, this Easement shall become null and void;

j) Grantee shall indemnify, defend and hold harmless the Grantor, and its special districts, elected and appointed officers, employees, and agents (collectively the "Grantor's Agents"), from and against any and all liability and expense, including without limitation claims and lawsuits for injuries or damages of any nature whatsoever, including without limitation bodily injury, death, personal injury, or property damage, including property of the Grantor and Grantee, and including without limitation pollution liability, defense costs, expert witness fees, legal fees, and workers' compensation benefits (each, a "Claim"), based upon, arising from, or relating to either the Grantee's operations, equipment, or the services provided by the Grantee, its officers, employees, agents, servants, receivers, invitees, contractors, subcontractors, successors, or assignees (collectively, the "Grantee's Agents"), in connection with this Easement, and/or the acts or omissions of Grantee, Grantee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Easement, and arising out of such activities or work. However, Grantee shall not have to indemnify, defend and hold harmless Grantor or Grantor's Agents for a Claim to the extent caused by the negligence or willful misconduct of Grantor or Grantor's Agents. Notwithstanding the foregoing, Grantee shall have an immediate and independent duty to defend Grantor until such Claim is resolved, whether by settlement, judgment or otherwise, unless and until Grantor and Grantee mutually agree or a court of competent jurisdiction determines, that the Claim was caused by the sole negligence, sole gross negligence or sole willful misconduct of Grantor or the claim by its terms only alleges the sole negligence, gross negligence, or willful misconduct of Grantor.

EXECUTED this _____ day of _____, 20____,

GRANTOR

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Name _____
Title _____

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, _____, a 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)

EXECUTED this _____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____

Name _____

Title _____

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, _____, a 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

PROJECT NAME: Marina City Club – SCE Easements

File with: **MARINA DEL REY 1-3GE**

A.I.N. 4224-006-911

I.M. 099-137

Second District

M24DBH0002

LEGAL DESCRIPTION

PARCEL NO. 1-3GE (Grant of Easement for Vehicle Charging Stations):

VARIOUS STRIPS OF LAND, DESCRIBED BELOW, LYING WITHIN LOT 1, TRACT NO. 45545, AS SHOWN ON MAP FILED IN BOOK 1100, PAGES 36 THROUGH 38, OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANEGELES, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, NORTH 52°40'22" EAST 291.32 FEET TO THE BEGINNING OF A TANGENT CURVE IN THE NORTHWESTERLY LINE OF SAID LOT 1, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 960.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°46'35" AN ARC DISTANCE OF 46.52 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID CURVE, SOUTH 34°38'39" EAST 20.33 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID LOT 1 AND SOUTHEASTERLY IN THE NORTHWESTERLY LINE OF STRIP #2 DESCRIBED HEREINBELOW.

AREA=122± SQUARE FEET.

STRIP #2

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 14 FEET WIDE, LYING 7 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID POINT "A"; THENCE NORTH 52°47'33" EAST 2.59 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 37°12'27" EAST 17.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

AREA=238± SQUARE FEET.

STRIP #3

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID POINT "B"; THENCE SOUTH 52°47'33" WEST 2.90 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 35°13'53" EAST 77.60 FEET; THENCE SOUTH 89°54'58" EAST 11.68 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING SOUTH 89°54'58" EAST 4.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE SOUTHEASTERLY LINE OF STRIP #2 DESCRIBED HEREINABOVE AND TO JOIN AT THE ANGLE POINT.

AREA=560± SQUARE FEET.

STRIP #4

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID POINT "C"; THENCE NORTH 04°01'12" WEST 6.22 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE SOUTH 85°58'48" WEST 8.82 FEET; THENCE NORTH 03°47'14" WEST 80.80 FEET; THENCE NORTH 86°08'16" EAST 80.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #3 DESCRIBED HEREINABOVE.

AREA=1,031± SQUARE FEET.

STRIP #5

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID POINT "D"; THENCE NORTH 85°58'48" EAST 17.38 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING NORTH 85°58'48" EAST 25.88 FEET; THENCE NORTH 03°50'29" WEST 80.66 FEET TO A POINT OF ENDING IN THE CENTERLINE OF STRIP #4 DESCRIBED HEREINABOVE.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THOSE PORTIONS INCLUDED WITHIN STRIP #4 DESCRIBED HEREINABOVE.

AREA=708± SQUARE FEET.

STRIP #6

THAT PORTION OF SAID LOT 1, WITHIN A STRIP OF LAND, 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID POINT "E"; THENCE NORTH 03°56'44" WEST 80.73 FEET TO A POINT OF ENDING IN THE CENTERLINE OF STRIP #4 DESCRIBED HEREINABOVE.

EXCEPTING THEREFROM THOSE PORTIONS INCLUDED WITHIN STRIPS #4 AND #5 DESCRIBED HEREINABOVE.

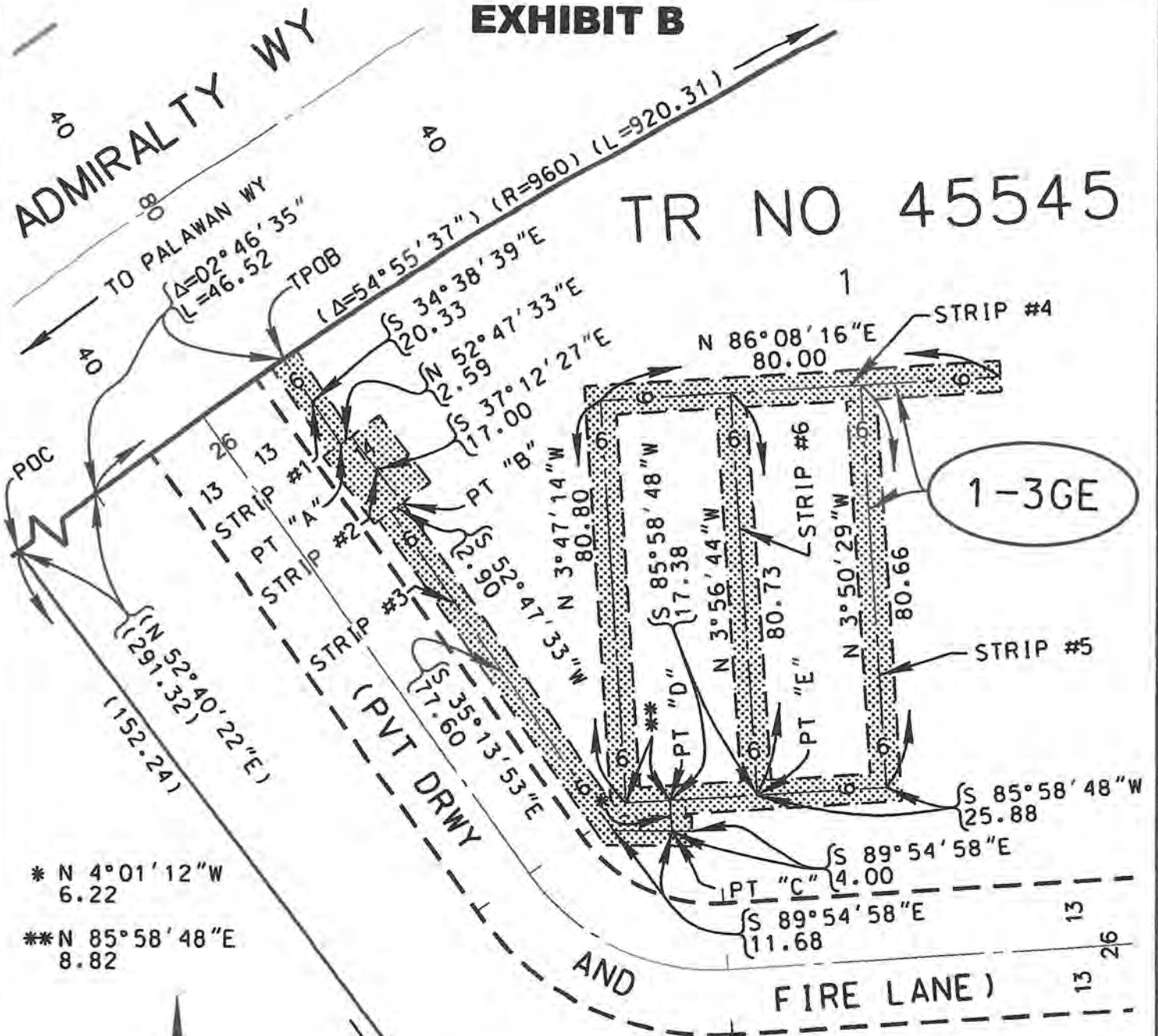
AREA=448± SQUARE FEET.

TOTAL AREA=3,107± SQUARE FEET.



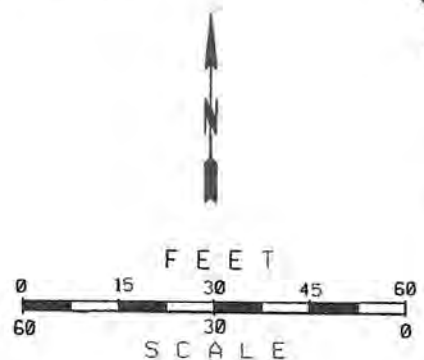
EXHIBIT B

TR NO 45545



* N 4°01'12"W
6.22

** N 85°58'48"E
8.82



MB 1100 - 36 - 38

BY: *[Signature]*
LICENSED SURVEYOR

DATE: 7.23.2024

LEGEND:
 GRANT OF EASEMENT - VEHICLE CHARGING STATION
 POC DENOTES POINT OF COMMENCEMENT AT THE MOST WESTERLY CORNER LOT 1.
 TPOB DENOTES TRUE POINT OF BEGINNING.
 RECORD DIMENSIONS SHOWN IN ().
 DISTANCES SHOWN IN FEET.

UNINCORPORATED LOS ANGELES COUNTY (MARINA DEL REY)

REFERENCE:		LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION	
IM 099-137	A.I.N. 4224-006-911	PROJECT: Marina City Club - 9 SCE Easements	
		FILE WITH: MARINA DEL REY (I)	
PROJECT I.D. MPM0001133	PREPARED BY J BURGESS	DATE 7/15/2024	SHEET 1-3GE

