

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Carson City Hall
701 E. Carson Street
Carson, CA 90745
Attn: City Clerk

APN: 6125-017-800

The Undersigned Grantor declares that
Documentary Transfer Tax is \$0 per R&T Code §11911

(Space Above This Line for Recorder's Office Use Only)
Exempt from Recording Fee per Gov. Code §6103 & 27383

QUITCLAIM DEED
(Easement Interest)

RECITALS

WHEREAS, Sidney R. Title and Charlotte W. Title, husband and wife ("Prior Owners"), granted to the County of Los Angeles ("County"), an easement recorded June 9, 1960 as Instrument No. 5473, in Book D873, Page 332 of Official Records of Los Angeles County ("Easement 1"), for the right to construct, maintain, operate and use a sanitary sewer and appurtenant structures upon real property located within the County's jurisdiction and described in Exhibit "A" attached hereto and incorporated herein by this reference, owned by Prior Owners; and

WHEREAS, Prior Owners granted to the County an easement recorded October 31, 1960 as Instrument No. 3698, in Book D1022, Page 59 of Official Records of Los Angeles County ("Easement 2"), for the right to construct, maintain, operate and use a sanitary sewer and appurtenant structures upon real property located within the County's jurisdiction and described in Exhibit "B" attached hereto and incorporated herein by this reference, owned by Prior Owners; and

WHEREAS, on February 20, 1968, the City of Carson ("Grantor") became incorporated as a city and since such date of incorporation, the real property that is the subject of Easement 1 and Easement 2 ("Property") has been located within the City's jurisdictional boundaries; and

WHEREAS, B8 Alondra Industrial Owner, LLC ("Grantee"), the current owner of the Property, is requesting that both Easement 1 and Easement 2 be released and quitclaimed to Grantee; and

WHEREAS, Grantor has no need to retain any property or easement interest conferred by Easement 1 or Easement 2, and now desires to quitclaim to Grantee all interest held by Grantor, if any, held in Easement 1 and Easement 2.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and the covenants set forth below, the City of Carson, a municipal corporation hereby remises,

releases, and forever quitclaims to B8 Alondra Industrial Owner, LLC, a Delaware limited liability company, any and all Grantor's right, title and interest in Easement 1 and Easement 2 (together, "Easements").

As material consideration to Grantor for this Quitclaim Deed, Grantee makes the following covenants in favor of Grantor all of which shall run with the Property and bind Grantee and its successors, assigns and transferees:

1. Release. Except with respect to any obligations and covenants in this Quitclaim Deed, Grantee fully and forever waives, releases and discharges Grantor, its employees, agents, representatives, attorneys, officers, successors, assigns, from and against any and all rights, claims, demands, damages, actions, causes of action, costs, expenses, and suits at law or in equity, of whatever kind or nature, whether based in tort, contract, or any other theory of recovery, known or unknown, past or present, anticipated or not anticipated, suspected or not suspected, fixed or contingent, which Grantee now has, or may have in the future, arising from, or in any way related to the Easements. Further, Grantee expressly agrees to waive and relinquish all rights and benefits that it may have under Section 1542 of the Civil Code of the State of California which reads as follows:

"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."

2. Covenants Run With the Land. Grantee's obligations in this Quitclaim Deed constitute covenants in favor of Grantor which shall run with the land and bind Grantee and each owner of the Property and all successors in interest.

3. Miscellaneous. The provisions of this Quitclaim Deed shall be construed in accordance with the laws of the State of California. If an ambiguity arises, the terms of this Quitclaim Deed shall be construed as if drafted jointly by both Grantor and Grantee, and no presumption or burden of proof will arise favoring or disfavoring either party, by virtue of the authorship of this Quitclaim Deed. If any provision of this Quitclaim Deed shall be held invalid, inoperative or unenforceable, the remainder of the provision shall remain in effect. If any action or suit is brought by a party against the other party due to breach of any provision, the prevailing party shall be entitled to recover its attorneys' fees and costs and expenses from the other party.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized, this ____ day of _____, 2023.

GRANTOR:

CITY OF CARSON,
a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

Sunny K. Soltani, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT 1

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

That portion of Lot 33, Gardena Tract, as shown on map recorded in Book 43, pages 5 and 6, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles within a strip of land 8 feet wide, lying 4 feet on each side of the following described center line:

Beginning at a point in the southerly line of that certain parcel of land described as Parcel B in deed to the County of Los Angeles, for Alondra Boulevard, recorded as Document No. 3783, on February 2, 1960, in Book D738, page 41, of Official Records, in the office of said recorder distant North 89°54'00" East thereon 333.97 feet from the intersection of the westerly prolongation of said southerly line with the easterly line of Broadway, 100 feet wide, as same existed on March 14, 1960; thence South 0°00'24" East 517.88 feet.

The side lines of said 8 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said southerly line.

Address: 112 W. Alondra Boulevard

APN: 6125-017-800

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT 2

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

That portion of Lot 33, Gardena Tract, as shown on map recorded in Book 43, pages 5 and 6, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles, within a strip of land 8 feet wide, lying 4 feet on each side of the following described center line:

Beginning at the southerly terminus of that certain course having a distance of 517.88 feet in the center line of that certain 8 foot easement described in deed to County of Los Angeles for sanitary sewer purposes, recorded as Document No. 5473, on June 9, 1960, in Book D 873, page 332, of Official Records, in the office of said recorder; thence southerly along the southerly prolongation of said certain course to the southerly line of said Lot 33; thence continuing southerly along said southerly prolongation a distance of 190.00 feet.

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GRANTEE'S CERTIFICATE OF ACCEPTANCE OF QUITCLAIM DEED

By its acceptance of this Quitclaim Deed, Grantee hereby agrees that the terms of the Quitclaim Deed shall be deemed to be covenants running with the land and shall bind Grantee's Property and all Grantee's successors and assigns.

B8 Alondra Industrial Owner, LLC,
a Delaware limited liability company

Dated: _____, 2023

[illegible]

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

Notary Public

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[illegible]

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

Notary Public

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