

RESOLUTION NO. 23-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ACCEPTING EASEMENTS OVER REAL PROPERTY OWNED BY CARSON HARBOR VILLAGE, LTD. AND COLONY COVE PROPERTIES, LLC FOR TRAFFIC SIGNAL SYNCHRONIZATION

WHEREAS, Carson Harbor Village, Ltd. owns certain real property located at 17701 Avalon Boulevard in the City of Carson, California, having Assessor's Parcel Number 7339-001-005 ("CHV Property"), and Colony Cove Properties, LLC owns certain real property located at 17700 Avalon Boulevard in the City of Carson, California, having Assessor's Parcel Number 7319-017-103 ("CCP Property"); and

WHEREAS, in order for the City of Carson ("City") to facilitate and further the objectives of the Los Angeles County traffic signal synchronization project known as Project No. TSM 0010252 near the intersection of Avalon Boulevard and Victory Avenue, (i) City seeks from Carson Harbor Village, Ltd., and Carson Harbor Village, Ltd. desires to grant to City, an easement over, across, and under certain portions of the CHV Property, and (ii); and City seeks from Colony Cove Properties, LLC, and Colony Cove Properties, LLC desires to grant to City, an easement over, across, and under certain portions of the CCP Property; and

WHEREAS, Section 319 of the City Charter provides that any real property which is sold, dedicated, or transferred to City must be accepted by resolution of the City Council; and

WHEREAS, the City Council now sees fit to accept the grants of easement for easements over, across, and under certain portions of the CHP Property and CCP Property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are incorporated herein by this reference.

SECTION 2. This Resolution is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because it involves minor alterations to land (14 Cal. Code Regs. § 15304). This Resolution is also exempt from the requirements of CEQA pursuant to State CEQA Guidelines because there is no possibility that this Resolution or its implementation would have a significant negative effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. The City Council hereby accepts Carson Harbor Village, Ltd.'s grant of easement ("CHV Easement") for an easement over, across, and under certain portions of the CHV Property, in accordance with the Grant of Easement, attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 4. The City Council hereby accepts Colony Cove Properties, LLC's grant of easement ("CCP Easement") for an easement over, across, and under certain portions of the CCP Property, in accordance with the Grant of Easement, attached hereto and incorporated herein by this reference as Exhibit "B."

SECTION 5. The City Manager, or designee, is hereby authorized, on behalf of the City, to sign all documents necessary and appropriate to carry out and implement City's acceptance of the CHV Easement and CCP Easement over, across, and under certain portions of the CHP Property and CCP Property, as described in the Grants of Easement attached as Exhibits A and B, and to administer the City's obligations, responsibilities and duties in connection therewith.

SECTION 6. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

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PASSED, APPROVED and ADOPTED, this 21st day of November, 2023.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EXHIBIT "A"
GRANT OF EASEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
City Clerk
701 E. Carson Street
Carson, California 90745

APN: 7339-001-005

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

GRANT OF EASEMENT

(Street and Utility)

This Grant of Easement (“Grant of Easement”) is entered into this _____ day of _____, 2023 by Carson Harbor Village, Ltd., a California limited partnership (“Grantor”) in favor of the City of Carson, a California charter city (“Grantee”), with reference to the following.

RECITALS

WHEREAS, Grantor is the owner of certain real property located at 17701 Avalon Boulevard in the City of Carson, California, having Assessor’s Parcel Number 7339-001-005 (the “Subject Property”); and

WHEREAS, in order for Grantee to facilitate and further the objectives of the Los Angeles County traffic signal synchronization project known as Project No. TSM 0010252 near the intersection of Avalon Boulevard and Victory Avenue, Grantee seeks from Grantor, and Grantor desires to grant to Grantee, an easement over, across, and under certain portions of the east side of the Subject Property.

NOW, THEREFORE, for a valuable consideration the receipt of which is hereby acknowledged, the Grantor and Grantee agree as follows:

Section 1. Recitals

The above Recitals are true and correct and are incorporated herein.

Section 2. Grant of Non-Exclusive Right of Way Easement

Grantor hereby grants to Grantee a non-exclusive right of way easement approximately 12.5 feet wide along the east side of the Subject Property (the "Right of Way Easement"), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference, over, across, and under the Subject Property for the purpose of using it as a public right-of-way, and constructing, maintaining, operating, repairing, altering, replacing, and removing utilities over, under, along and across the Right of Way Easement, and for reasonable access incidental thereto, for public ingress and egress to and from said Right of Way Easement.

Section 3. Maintenance of Right of Way Easement

Grantee shall be responsible for (a) maintenance of the Right of Way Easement area and all related equipment and improvements in good order, condition and repair, and (b) promptly repairing any and all damage to the Subject Property and improvements thereon arising from Grantee's use of the Right of Way Easement area, including restoring the Subject Property and such improvements to their prior condition, and constructing, maintaining, operating, repairing, altering, replacing, and removing utilities over, under, along and across the Right of Way Easement.

Section 4. Non-Interference

Grantor agrees not to construct or permit the construction of any building, structures, permanent or temporary barriers, fences, or obstructions of any kind or nature that interfere with or obstruct the function or use of the Right of Way Easement.

Section 5. Term

The rights and obligations granted herein shall remain in effect in perpetuity, subject to the terms of this Grant of Easement and applicable law.

Section 6. Covenants Run with the Land

All agreements, conditions, covenants, and restrictions contained in this Grant of Easement shall be covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their respective heirs, successors, and assigns, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantee and its successors and assigns, against Grantor, its successors, assigns, heirs and/or devisees to the Subject Property

or any portion thereof or any interest therein, and any party in possession or occupancy of the Subject Property or portion thereof. The rights and remedies of the Grantee hereunder are cumulative, and the exercise by it of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any owner or possessor of the Subject Property. It is intended and agreed that the Grantee shall be deemed the beneficiary of the covenants provided herein for the purposes of protecting the interests of the community, and shall have the right to exercise any and all rights and remedies and to maintain any action at law or suit in equity or other proper proceedings to enforce the covenants of this Grant of Easement.

[SIGNATURES FOLLOW ON NEXT PAGE]

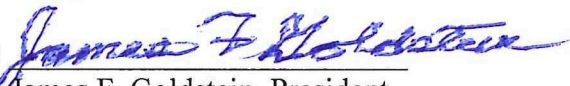
IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed as of the date first written above.

GRANTOR:

CARSON HARBOR VILLAGE, LTD.,
a California limited partnership

By: California Harbor General Partner, LLC,
a Delaware limited liability company,
Its General Partner

By: Goldstein Properties, Inc.,
a California corporation
Its Manager

By: 
James F. Goldstein, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 ^{6/13} November, 2023 before me, Brigitte Knerr, Notary Public, personally appeared James F. Goldstein, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: Brxnen

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr style="width: 50%; margin-left: 0;"/> <p style="text-align: center;">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">NUMBER OF PAGES</p> <p>_____</p> <p style="text-align: center;">DATE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">SIGNER(S) OTHER THAN NAMED ABOVE</p>
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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

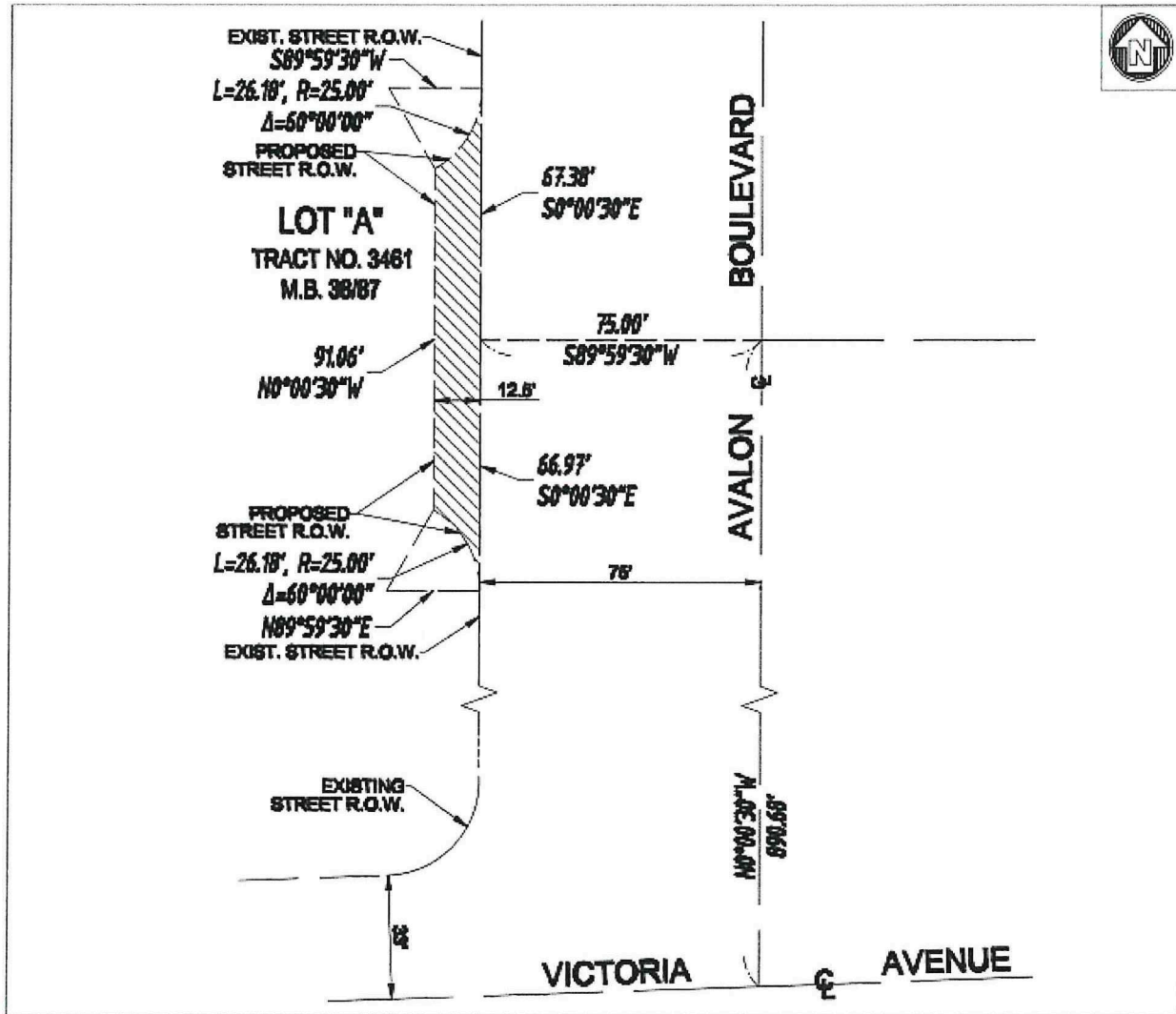
The land referred to herein below is situated in the County of Los Angeles, State of California, and is described as follows:

THAT PORTION OF LOT 'A' OF TRACT NO. 3461 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 38, PAGE 87 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF AVALON BOULEVARD WITH VICTORIA STREET AS SHOWN ON PARCEL MAP NO. 67049 AS PER MAP RECORDED IN BOOK 374, PAGE 50 THROUGH 58, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 00°00'30" WEST 890.68 FEET ALONG THE CENTERLINE OF SAID AVALON BLVD; THENCE SOUTH 89°59'30" WEST 75.00 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN RIGHT OF WAY DEDICATION RECORDED WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE ON OCTOBER 24, 2023 HAVING DOCUMENT NUMBER 20230724722 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 00°00'30" EAST 66.97 FEET ALONG SAID WEST LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 89°59'30" EAST; THENCE NORTHWESTERLY 26.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00" TO A POINT DISTANT 12.50 FEET WEST AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE; THENCE ON A NON-TANGENT LINE NORTH 00°00'30" WEST 91.06 FEET PARALLEL WITH SAID WEST LINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 30°00'30" EAST, MORE OR LESS; THENCE NORTHEASTERLY 26.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'00" TO A POINT OF TANGENCY WITH SAID WEST LINE; THENCE SOUTH 00°00'30" EAST 67.38 FEET TO THE TRUE POINT OF BEGINNING.

APN: 7339-001-005

DEPICTION OF SUBJECT PROPERTY



CERTIFICATE OF ACCEPTANCE
PURSUANT TO SECTION 27281 OF THE CALIFORNIA GOVERNMENT CODE

This is to certify that the easement interest in real property conveyed by the Grant of Easement to which this Certificate of Acceptance is attached, from Carson Harbor Village, Ltd to the City of Carson (“Grantee”), is hereby accepted by the undersigned officer on behalf of Grantee, and Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

Date: _____, 2023

EXHIBIT "B"
GRANT OF EASEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
City Clerk
701 E. Carson Street
Carson, California 90745

APN: 7319-017-103

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

GRANT OF EASEMENT

(Street and Utility)

This Grant of Easement ("Grant of Easement") is entered into this ____ day of _____, 2023 by Colony Cove Properties, LLC, a Delaware limited liability company ("Grantor") in favor of the City of Carson, a California charter city ("Grantee"), with reference to the following.

RECITALS

WHEREAS, Grantor is the owner of certain real property located at 17700 Avalon Boulevard in the City of Carson, California, having Assessor's Parcel Number 7319-017-103 (the "Subject Property"); and

WHEREAS, in order for Grantee to facilitate and further the objectives of the Los Angeles County traffic signal synchronization project known as Project No. TSM 0010252 near the intersection of Avalon Boulevard and Victory Avenue, Grantee seeks from Grantor, and Grantor desires to grant to Grantee, an easement over, across, and under certain portions of the west side of the Subject Property.

NOW, THEREFORE, for a valuable consideration the receipt of which is hereby acknowledged, the Grantor and Grantee agree as follows:

Section 1. Recitals

The above Recitals are true and correct and are incorporated herein.

Section 2. Grant of Non-Exclusive Right of Way Easement

Grantor hereby grants to Grantee a non-exclusive right of way easement approximately 11 feet wide along the west side of the Subject Property (the "Right of Way Easement"), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference, over, across, and under the Subject Property for the purpose of using it as a public right-of-way, and constructing, maintaining, operating, repairing, altering, replacing, and removing utilities over, under, along and across the Right of Way Easement, and for reasonable access incidental thereto, for public ingress and egress to and from said Right of Way Easement.

Section 3. Maintenance of Right of Way Easement

Grantee shall be responsible for (a) maintenance of the Right of Way Easement area and all related equipment and improvements in good order, condition and repair, and (b) promptly repairing any and all damage to the Subject Property and improvements thereon arising from Grantee's use of the Right of Way Easement area, including restoring the Subject Property and such improvements to their prior condition, and constructing, maintaining, operating, repairing, altering, replacing, and removing utilities over, under, along and across the Right of Way Easement.

Section 4. Non-Interference

Grantor agrees not to construct or permit the construction of any building, structures, permanent or temporary barriers, fences, or obstructions of any kind or nature that interfere with or obstruct the function or use of the Right of Way Easement.

Section 5. Term

The rights and obligations granted herein shall remain in effect in perpetuity, subject to the terms of this Grant of Easement and applicable law.

Section 6. Covenants Run with the Land

All agreements, conditions, covenants, and restrictions contained in this Grant of Easement shall be covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their respective heirs, successors, and assigns, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantee and its successors and assigns, against Grantor, its successors, assigns, heirs and/or devisees to the Subject Property

or any portion thereof or any interest therein, and any party in possession or occupancy of the Subject Property or portion thereof. The rights and remedies of the Grantee hereunder are cumulative, and the exercise by it of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any owner or possessor of the Subject Property. It is intended and agreed that the Grantee shall be deemed the beneficiary of the covenants provided herein for the purposes of protecting the interests of the community, and shall have the right to exercise any and all rights and remedies and to maintain any action at law or suit in equity or other proper proceedings to enforce the covenants of this Grant of Easement.

[SIGNATURES FOLLOW ON NEXT PAGE]

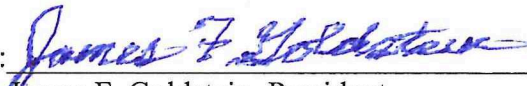
IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed as of the date first written above.

GRANTOR:

COLONY COVE PROPERTIES, LLC,
a Delaware limited liability company

By: El Dorado Palm Springs, L.P.,
a California limited partnership
Its Manager

By: Goldstein Properties, Inc.,
a California corporation
Its Sole General Partner

By: 
James F. Goldstein, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 November 6th, 2023 before me, Brigitte Knerr, Notary Public, personally appeared James F. Goldstein, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: *B Knerr*



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE
_____	_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

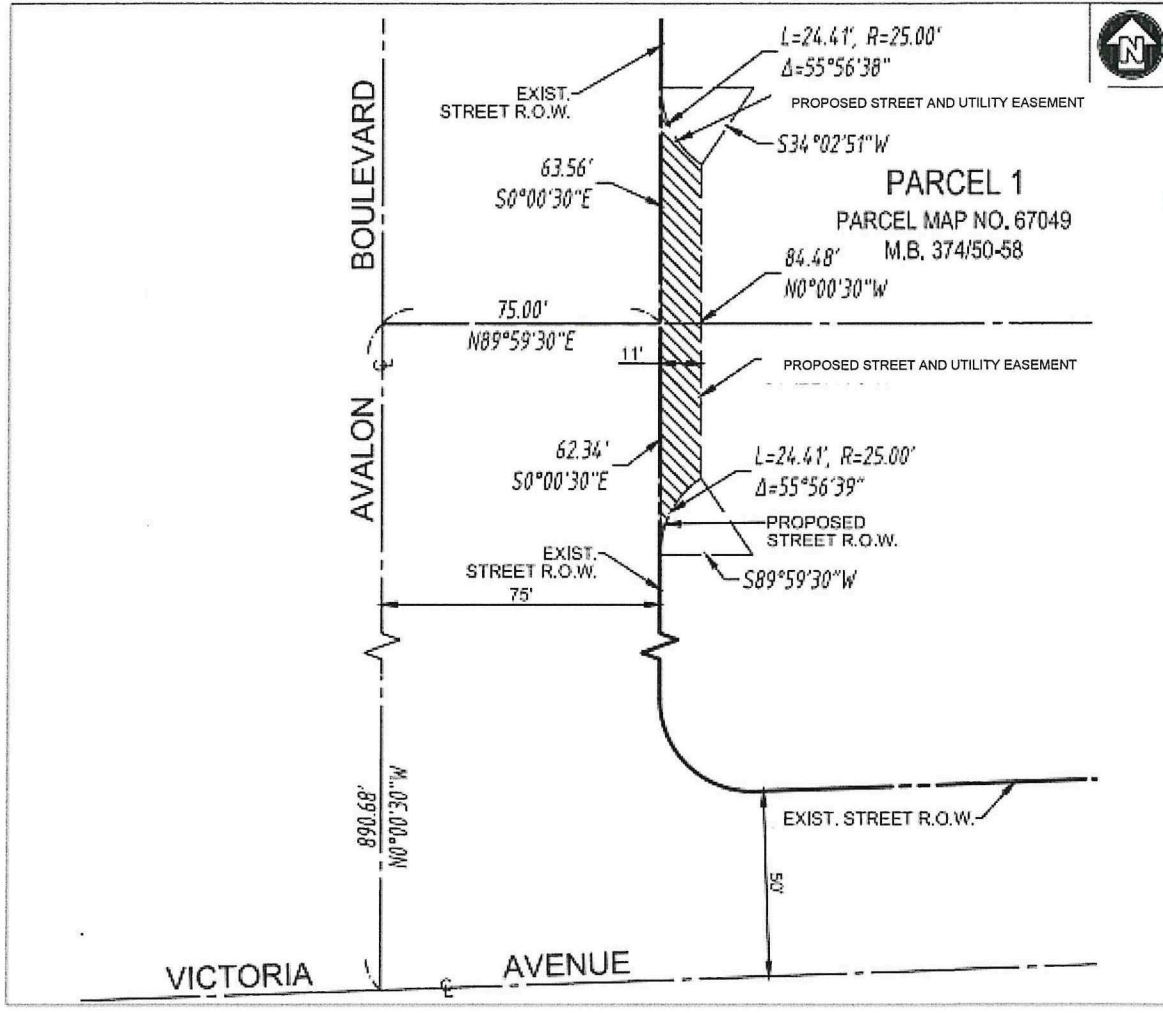
The land referred to herein below is situated in the County of Los Angeles, State of California, and is described as follows:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 67049 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 374, PAGE 50 THROUGH 58, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF AVALON BOULEVARD WITH VICTORIA STREET AS SHOWN ON SAID PARCEL MAP; THENCE NORTH 00°00'30" WEST 890.68 FEET ALONG THE CENTERLINE OF SAID AVALON BOULEVARD; THENCE NORTH 89°59'30" EAST 75.00 FEET TO THE EAST LINE OF SAID AVALON BOULEVARD AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 00°00'30" EAST 62.34 FEET ALONG SAID EAST LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 89°59'30" WEST; THENCE NORTHEASTERLY 24.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°56'39" TO A POINT DISTANT 11.00 FEET EAST AS MEASURED AT RIGHT ANGLES FROM SAID EAST LINE; THENCE ON A NON-TANGENT LINE NORTH 00°00'30" WEST 84.48 FEET PARALLEL WITH SAID EAST LINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 34°02'51" WEST, MORE OR LESS; THENCE NORTHWESTERLY 24.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°56'38" TO A POINT OF TANGENCY WITH SAID EAST LINE; THENCE SOUTH 00°00'30" EAST 63.56 FEET TO THE TRUE POINT OF BEGINNING.

APN: 7319-017-103

DEPICTION OF SUBJECT PROPERTY



CERTIFICATE OF ACCEPTANCE
PURSUANT TO SECTION 27281 OF THE CALIFORNIA GOVERNMENT CODE

This is to certify that the easement interest in real property conveyed by the Grant of Easement to which this Certificate of Acceptance is attached, from Colony Cove Properties, LLC to the City of Carson (“Grantee”), is hereby accepted by the undersigned officer on behalf of Grantee, and Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

Date: _____, 2023