

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

Carson City Hall
701 E. Carson Street
Carson, CA 90745
Attn: John Raymond, Director of
Community Development

APNs. 7327-001-007 & 7327-001-008
The Undersigned Grantor declares that the
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 Only)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and the covenants set forth below, the CITY OF CARSON, a municipal corporation ("**Grantor**") hereby remises, releases, and forever quitclaims to M. A. MOLLAI HOLDINGS, INC., a Texas corporation ("**Grantee**"), any and all Grantor's right, title and interest in that certain Easement Agreement executed January 15, 1979 recorded on December 27, 1979 as Instrument No. 79-1448192 in the Official Records of Los Angeles County, State of California ("**Easement**"), against that certain real property legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**"). Except for the Easement, this Quitclaim Deed does **not** release, quitclaim or relinquish any right, title or interest that Grantor may have in the Property.

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. Indemnification. Grantee agrees to indemnify, hold harmless and defend Grantor, its related agencies, officers, employees, agents or volunteers, from any and all actions, suits, claims, liens, damages to property or injury to persons, losses, costs, penalties, obligations, or liabilities (including, but not limited to, attorney fees) arising out of Grantee's ownership of and Grantee's activities on the Property, that may be asserted or claimed by any person, firm or entity, including but not limited to those arising directly or indirectly out of or in connection with any release, treatment, use, generation, storage, failure to remediate or disposal of hazardous materials on, under, or from the Property at any time after ownership of the Property was transferred through the trustee's deed recorded as Instrument No. 88-1117686 on July 15, 1988 in the Official Records of Los Angeles County, State of California. This indemnity is intended to be as broad and inclusive as permitted by the law.

2. Release. Except with respect to any obligations and covenants in this Quitclaim Deed, Grantee fully and forever releases and discharges Grantor, its employees, agents, representatives, attorneys, officers, successors, assigns, from 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 Easement. 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:

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"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

3. Limitation. Except as it relates to the removal of any objects, including any methane gas stand pipes and their appurtenant structures, constructed, maintained, operated, or used pursuant to the Easement, the Indemnification and Release contained herein are not applicable to and do not apply to any actions, suits, claims, liens, damages to property or injury to persons, losses, costs, penalties, obligations, or liabilities (including, but not limited to, attorney fees) arising out of Grantor's ownership of and Grantor's activities and liabilities related to the Easement, that may be asserted or claimed by any person, firm or entity, including but not limited to those arising directly or indirectly out of or in connection with any release, venting, treatment, use, installation, storage, failure to remediate or disposal of hazardous materials on, under, or from the Easement at any time during Grantor's ownership of the Easement.

4. 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 Grantor and each owner of the Property and all successors.

5. 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 parties, 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 _____, 2018.

GRANTOR:

CITY OF CARSON,
a municipal corporation

By: _____
Kenneth F. Farfsing, City Manager

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

By: _____
Sunny Soltani, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

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

Parcels 1 and 2, as shown on Parcel Map No. 10797, filed in Book 114, Page 79, of Maps in the Office of the Register-Recorder of the County of Los Angeles.

Except for that certain Easement Agreement executed on January 15, 1979 recorded on December 27, 1979 as Instrument No. 79-1448192 in the Official Records of Los Angeles County, State of California, this Quitclaim Deed does not release, quitclaim or relinquish any right, title or interest that Grantor may have in the above described real property.

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 Grantor's Property and all Grantee's successors and assigns.

M.A. Mollai Holdings, Inc.,
a Texas corporation

Dated: _____, 2018

By: _____
Its: _____

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 _____, 2018 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.

Notary Public

SEAL:

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.

[illegible]

On _____, 2018 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.

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WITNESS my hand and official seal.

Notary Public

SEAL: