

AMENDMENT NO. 3 TO EXCHANGE AND EASEMENT AGREEMENT

THIS AMENDMENT NO. 3 TO EXCHANGE AND EASEMENT AGREEMENT (this “Amendment”) is entered into as of February 21, 2023, by and among THE CITY OF REDONDO BEACH, a California chartered municipal corporation (“City”), SOUTH BAY CENTER SPE, LLC, a Delaware limited liability company (“South Bay Center”), and SOUTH BAY ASSOCIATES SPE, LLC, a Delaware limited liability company (“South Bay Associates”).

RECITALS:

WHEREAS, South Bay Center, South Bay Associates and City entered into that certain Exchange and Easement Agreement dated as of June 1, 2013, as amended by (i) that certain Amendment to Exchange and Easement agreement among South Bay Center, South Bay Associates and City dated as of May 15, 2018; and (ii) that certain Omnibus Amendment to Ground Lease and Exchange and Easement Agreement dated as of March 16, 2021 (as amended by both of the foregoing amendments, the “Exchange Agreement”).

WHEREAS, South Bay Center, South Bay Associates and City desire to amend the Exchange Agreement to, among other things, change certain closing conditions by providing for the close of escrow (defined in the Exchange Agreement as the “Step Two Close of Escrow”) for the land exchange to occur sooner, in order to facilitate Developer’s final tract map recordation and further other mutual objectives of City and Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree:

1. Defined Terms. All initially capitalized terms used herein but not herein defined shall have the meaning ascribed to such terms under the Exchange Agreement.

2. Amended Provisions.

(a) Step Two Closing Date. The definition of the term “Step Two Closing Date” in Section 1.2 is hereby deleted and replaced with the following sentence: “Step Two Closing Date” means the date which is two business days following Escrow Agent’s receipt of written confirmation (i) from Developer that all conditions to closing in Section 6.2 have been satisfied or waived; and (ii) from City that all conditions to closing in Section 6.3 have been satisfied or waived. The Parties shall use reasonable good faith efforts to (a) satisfy the closing conditions and provide the foregoing confirmations to Escrow Agent on or before March 15, 2023; and (b) achieve the Step Two Close of Escrow on or before March 31, 2023.

(b) Waiver of Future Transit Center Completion as a Closing Condition. In view of the fact that the Future Transit Center construction is now complete, Developer hereby waives condition 6.2(c), which stated: “The City shall have delivered notice to the Developer that the Future Transit Center has been constructed on the FC Kingsdale Parcel.”

(c) Changes to City Demolition and Restoration Obligations. Developer hereby waives condition 6.2(d) as a condition precedent to the Step Two Close of Escrow; provided, however, that City shall remain obligated to perform the “City’s Post-Closing Work” as defined below in this paragraph. The City shall perform City’s Post-Closing Work at City’s sole cost and expense as soon as possible following the Step Two Close of Escrow using reasonable good faith efforts. The City’s Post-Closing Work shall consist of demolition of portions of the Existing Transit Center and installation of a new curb, gutter, interim sidewalk and irrigated interim landscaping as indicated on Exhibit “1” to this Amendment.

(d) Transfer of Bus Operations. The Parties acknowledge and agree that City has transferred transit center operations over to the Future Transit Center prior to the date of this Amendment and will no longer utilize the City Galleria Parcel for transit operations.

(e) Amendment to Section 10.1(c). The first sentence of the second paragraph of Section 10.1(c) is hereby amended as indicated by the following redlining: “Notwithstanding the foregoing, City, at its sole cost and expense, and including all costs of demolition and construction, whether or not anticipated or budgeted, shall perform the City’s Post-Closing Work ~~construct a parking lot~~ on the City Galleria Parcel in compliance with all applicable laws and with good workmanship and materials.” All other references in Section 10.1(c) to City construction of a parking lot on the City Galleria shall be deemed to refer instead to the City’s Post-Closing Work.

(f) Construction Easements Over and Adjacent to the City Galleria Parcel. Paragraph 14.1(d) is hereby amended as indicated by the redlining below:

14.1(d) Developer and South Bay Center hereby grant ~~grants~~ to City temporary access during the period of demolition and construction in, to over under and across such portions of the property owned by the Developer or South Bay Center that are on or adjacent to the City Galleria Parcel ~~Existing Transit Center~~ as necessary for: (i) the City’s installation and maintenance of street lights and any required construction and maintenance of the adjacent interim landscaped area and walkway including, without limitation the right to remove, repair, or relocate water electrical, telephone, power, and other utility lines, and the right of entry and exit over and through Developer’s or South Bay Center’s adjacent property as needed for demolition and installation of street lights, all of which shall expire and be of no further force or effect upon and after the Step Two Closing Date July 1, 2023 except as otherwise provided*; and (ii) the City’s Post-Closing Work. In exercising its rights under the temporary access rights described herein, the City shall use its commercially reasonable efforts to not materially interfere with access to or the business operations of the Galleria Shopping Center. City shall provide notice to Developer’s property manager at least ten (10) calendar days prior to the date City intends to enter the ~~adjacent~~ property. City shall indemnify Developer and South Bay Center for any losses incurred by Developer or South Bay Center as a result of City’s exercise of the rights granted hereunder, and shall require City’s contractors for this work to name South Bay Center as an additional insured on any insurance coverage the contractor is required to maintain for the City, provided that this additional insured requirement does not result in additional cost to the

~~City. maintain insurance and require any agents to maintain insurance in an amount a reasonable person performing work of the type to be performed would carry.~~

*The utility easement and maintenance agreement for the 20-foot strip allows City access to maintain the street light system for the duration of the agreement.

(g) Addresses for Notices. Addresses for notices in Section 16.5 are hereby changed to the following:

If to City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

with copy to Lender: KW South Bay Galleria, LLC
c/o Kennedy Wilson
151 S. El Camino Drive
Beverly Hills, CA 90212

If to Developer or South Bay Center:

South Bay Associates SPE, LLC
1815 Hawthorne Blvd., Suite 201
Redondo Beach, CA 90278
Attention: Stuart Miller

with copy to Lender: [See above]

If to Escrow Agent: Stewart Title Guaranty Company
Attn: Jeanine Weld, Commercial Processor
525 North Brand Boulevard
Glendale CA 91203
Reference: Escrow #12110400 - Title #450459

with copy to Lender: [See above]

(h) City Galleria Parcel Deed. Prior to the Step Two Closing, the Parties shall revise and re-execute Exhibit "E" (City Galleria Parcel Deed) to replace Developer with South Bay Center as the grantee.

(i) Utility Easement and Maintenance Agreement and Exhibits. Exhibit "1" attached to this Amendment is hereby substituted for and shall for all purposes replace: i) Exhibit "P" to the Exchange Agreement; and ii) Exhibits "C" and "D" of the Utility Easement and Maintenance Agreement and Subordination ("UEMAS", also known as Exhibit "U" to the Exchange Agreement). The first sentence of Section 2 of the UEMAS is hereby deleted and replaced with the following two sentences: "No later than 120 days following the recordation of this Agreement, City at its cost shall demolish portions of the prior transit center improvements

on the Developer's Access Area and adjacent City property and install a new curb, gutter, interim sidewalk and irrigated interim landscaping as indicated on Exhibit "C" hereto (collectively, the "City's Post-Closing Work"). As soon as practicable following completion of the City's Post-Closing Work, but in no event later than 12 months after completion of the City's Post-Closing Work, Developer at its cost shall install a permanent meandering walkway, parkways, irrigation and landscaping in the Developer's Access Area as indicated on Exhibit "C".

(j) Other Conforming & Corrective Amendments. The Parties shall reasonably cooperate in executing conforming and corrective amendments to the Exchange Agreement exhibits and other closing documents related to the Step Two Close of Escrow, including but not limited to: (i) preparing one or more alternate versions of Exhibit "1" and other exhibits that are more legible and suitable for recordation; and (ii) updating the closing documents with updated references to the Parties' current addresses and the identity and address of the current Lender as set forth in paragraph 2(g) above.

3. Full Force and Effect/Conflicting Provisions. Except as expressly modified by this Amendment, the terms of the Exchange Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Exchange Agreement and the terms of this Amendment, the terms of this Amendment shall control.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above set forth.

CITY OF REDONDO BEACH,
a California chartered municipal corporation

By: _____
Name: William C. Brand
Title: Mayor

SOUTH BAY CENTER SPE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Attest:

Eleanor Manzano, City Clerk

SOUTH BAY ASSOCIATES SPE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

Approved:

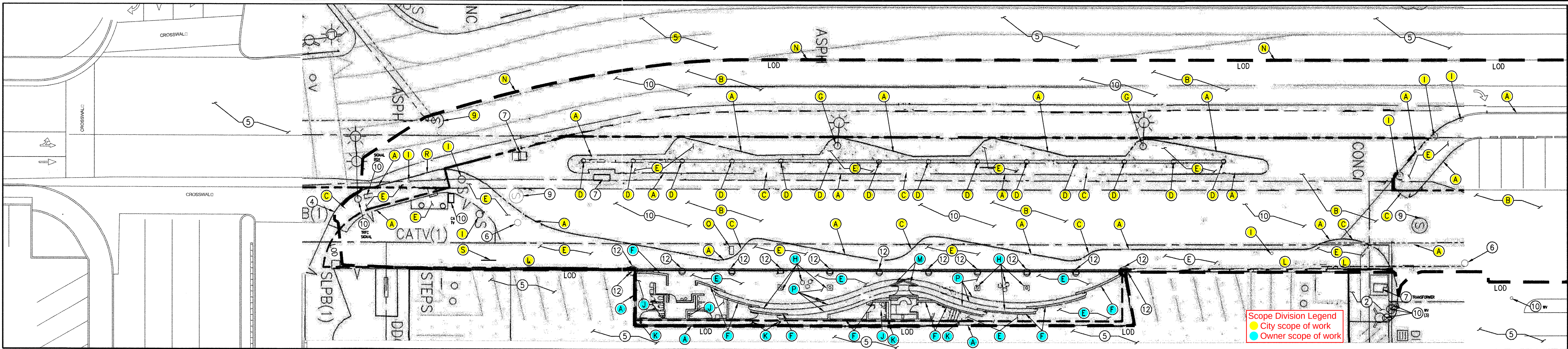
Diane Strickfaden, Risk Manager

Approved as to Form:

Michael W. Webb, City Attorney

EXHIBIT “1”

CITY & DEVELOPER RESPONSIBILITIES FOR DEMO AND IMPROVEMENT



MATCHLINE SEE BELOW

GENERAL ENGINEERING NOTES

- A. MYLAR COPY OF THE RECORDED TRACT MAP/PARCEL MAP SHALL BE SUBMITTED TO THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, PRIOR TO REQUESTING FINAL BUILDING INSPECTION.
- B. RECORDED COPY OF THE REQUIRED COVENANT/EASEMENT/DEED/DEED RESTRICTION SHALL BE SUBMITTED TO THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, PRIOR TO REQUESTING FINAL BUILDING INSPECTION.
- C. ALL EASEMENTS, OIL WELLS, SUBSTRUCTURES, SUPERSTRUCTURES, LANDSCAPE, HARDSCAPE, UTILITY POLES, UTILITY BOXES, UTILITY VENTS, UTILITY VAULTS, UTILITY CABINETS, UTILITY OVERHEAD LINES AND WATER HYDRANTS FROM AVAILABLE RECORDS ARE SHOWN ON THIS SITE PLAN.
- D. CONTRACTOR, AT ITS SOLE COST, SHALL ENSURE THAT PERMITTED WORK WILL NOT CREATE POTENTIAL FLOODING OF NEIGHBORING IMPROVEMENTS, NOR WILL IT ALTER THE EXISTING COURSE OF WATER FLOW.
- E. CONTRACTOR SHALL NOTIFY CITY ENGINEERING DIVISION 48 HOURS PRIOR TO COMMENCING ANY WORK IN PUBLIC RIGHT OF WAY.
- F. WORK IN PUBLIC RIGHT OF WAY, SHALL COMPLY WITH THE LATEST EDITION OF APWA STANDARD PLANS AND SPECIFICATIONS, AND SHALL BE EXECUTED TO THE SATISFACTION OF CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- G. WORK IN PUBLIC RIGHT OF WAY SHALL BE PERFORMED BY LICENSED CONTRACTORS. CONTRACTORS AND SUBCONTRACTORS WHO SHALL POSSESS VALID REDONDO BEACH BUSINESS LICENSES.
- H. CONTRACTOR SHALL MAINTAIN CONSTRUCTION PERMITS AND AN APPROVED SET OF PLANS ON SITE AT ALL TIME. CONTRACTOR SHALL SURRENDER ALL REQUIRED CONSTRUCTION DOCUMENTS TO THE CITY ENGINEER AND/OR HIS REPRESENTATIVE UPON DEMAND.
- I. PRIOR TO ISSUANCE OF THE BUILDING/ENGINEERING PERMIT, CONTRACTOR MUST PROVIDE PROOF OF INSURANCE. CONTRACTOR SHALL MAINTAIN ON CITY FILES APPROVED ONE MILLION DOLLAR GENERAL LIABILITY NAMING THE CITY ADDITIONAL INSURED, WITH 30-DAY CANCELLATION NOTICE. THE INSURANCE POLICY SHALL STATE "THE CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED OFFICIALS, ATTORNEYS, EMPLOYEES, MEMBERS OF BOARDS AND COMMISSIONS, AGENTS AND VOLUNTEERS ARE HEREBY NAMED ADDITIONAL INSURED." THE CERTIFICATE OF INSURANCE MUST STATE THAT THE INSURANCE IS "PRIMARY" AND NOT EXCESS. THE CANCELLATION CLAUSE SHALL STATE "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."
- J. CONTRACTOR SHALL REPLACE AT ITS SOLE COST, DAMAGED SIDEWALK, DRIVEWAYS, CURB, GUTTER AND PAVEMENT TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- K. TRAFFIC DELINEATION SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- L. COMMERCIAL VEHICLES TRANSPORTING SOIL, EQUIPMENT OR CONSTRUCTION MATERIALS, AND HAVING UNLADEN WEIGHT AS DEFINED IN SECTION 660 OF CVC OF 6,000 POUNDS OR MORE OR HAVING MANUFACTURER'S GROSS WEIGHT RATING AS DEFINED IN SECTION 390 OF CVC OF 10,000 POUNDS OR MORE SHALL USE DESIGNATED TRUCK ROUTE TO COMMUTE TO PROJECT SITE. ANY COMMERCIAL VEHICLE HAVING A FULLY LADEN WEIGHT OF 20,000 POUNDS OR MORE SHALL NOT USE CONDITIONAL TRUCK ROUTE.
- M. PUBLIC WORKS INSPECTOR SHALL INSPECT ALL STREET IMPROVEMENTS; ALL SEWER SYSTEMS INCLUDING ALL PIPING, TRENCHING, BACKFILLING AND SEWER EJECTOR; ALL STORM DRAIN SYSTEMS INCLUDING ALL PIPING, TRENCHING, BACKFILLING, CATCH BASINS, SUMP PUMPS AND OIL/WATER SEPARATOR. FIRST INSPECTION SHALL TAKE PLACE AFTER FORMS ARE IN PLACE FOR SIDEWALKS, DRIVEWAYS, ETC. OR AT THE TIME OF CONSTRUCTING THE SEWER LINE SADDLE. SECOND INSPECTION SHALL TAKE PLACE WHILE SIDEWALKS, DRIVEWAYS, ETC., ARE BEING POURED AND FINISHED OR AT THE TIME OF BACKFILLING. BACKFILLING, COMPACTION AND TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH CITY STANDARDS AND TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE. FINAL INSPECTION WILL BE MADE AFTER CITY BUILDING DIVISION HAS MADE THEIR FINAL INSPECTION. AT THAT TIME, IF ALL WORK PERTAINING TO PUBLIC RIGHT OF WAY IS IN GOOD ORDER, THE PERMIT DEPOSITS WILL BE RELEASED, LESS ANY AND ALL CHARGES.
- N. CONTRACTOR SHALL ARRANGE FOR PUBLIC WORKS INSPECTION 24 HOURS IN ADVANCE. CONTRACTOR SHALL CONTACT THE DEPARTMENT OF ENGINEERING AND BUILDING SERVICES AT (310) 937-6653 BEFORE 12:00 NOON FOR ALL INSPECTION REQUESTS. CALLS RECEIVED AFTER 12:00 NOON SHALL NOT BE SCHEDULED FOR NEXT BUSINESS DAY INSPECTION.
- O. DUST CONTROL SHALL BE ENFORCED TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE THROUGHOUT CONSTRUCTION.
- P. NOISE CONTROL SHALL BE ENFORCED TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE THROUGHOUT CONSTRUCTION. ACTUAL CONSTRUCTION ACTIVITIES IN PUBLIC RIGHT OF WAY MAY OCCUR FROM 7:00 A.M. TO 6:00 P.M., MONDAY THROUGH FRIDAY. NO WORK IN PUBLIC RIGHT OF WAY SHALL OCCUR ON SATURDAYS WITHOUT PRIOR AUTHORIZATION FROM THE CITY ENGINEER AND/OR HIS REPRESENTATIVE. AUTHORIZED WORK ON SATURDAYS SHALL OCCUR FROM 9:00 A.M. TO 5:00 P.M. NO WORK IN PUBLIC RIGHT OF WAY SHALL OCCUR ON SUNDAYS OR NATIONAL HOLIDAYS.
- Q. PUBLIC RIGHT OF WAY SHALL BE KEPT CLEAR AND CLEAN TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE THROUGHOUT CONSTRUCTION. NO STORAGE OF DEBRIS, MATERIALS OR EQUIPMENT SHALL BE ALLOWED ON PUBLIC RIGHT OF WAY WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY ENGINEER AND/OR HIS REPRESENTATIVE. SUCH CONSENT SHALL BE RENEWED DAILY. IF CITY CREWS ARE CALLED UPON TO PERFORM WORK OF CONTRACTOR, REGARDING CITY RIGHT OF WAY, CONTRACTOR SHALL BE CHARGED FOR ALL EXPENSES INCURRED BY CITY CREWS.
- R. CONTRACTOR SHALL LOCATE AND PROTECT IN PLACE EXISTING UTILITIES AT ITS SOLE COST. CONTRACTOR SHALL REPAIR, AT ITS COST AND TO THE SATISFACTION OF THE CITY ENGINEER, HIS REPRESENTATIVE AND/OR TO THE UTILITY COMPANIES, ANY DAMAGE INFLECTED BY CONTRACTOR ON EXISTING UTILITIES.
- S. CONTRACTOR SHALL LOCATE AND PROTECT IN PLACE EXISTING SURVEY POINTS AT ITS SOLE COST. CONTRACTOR SHALL RE-ESTABLISH DAMAGED SURVEY POINTS, AT ITS SOLE COST, AND TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- T. CONTRACTOR SHALL REPLACE AT ITS SOLE COST, REMOVED/DAMAGED TREES/LANDSCAPING WITHIN PUBLIC RIGHT OF WAY, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- U. SEE ALSO CITY OF REDONDO BEACH ENGINEERING PERMIT GUIDELINES FOR MORE INFORMATION.

UNAUTHORIZED CHANGES & USES:

Underground Service Alert

Call: TOLL FREE

1-800

422-4133

TWO WORKING DAYS BEFORE YOU DIG

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

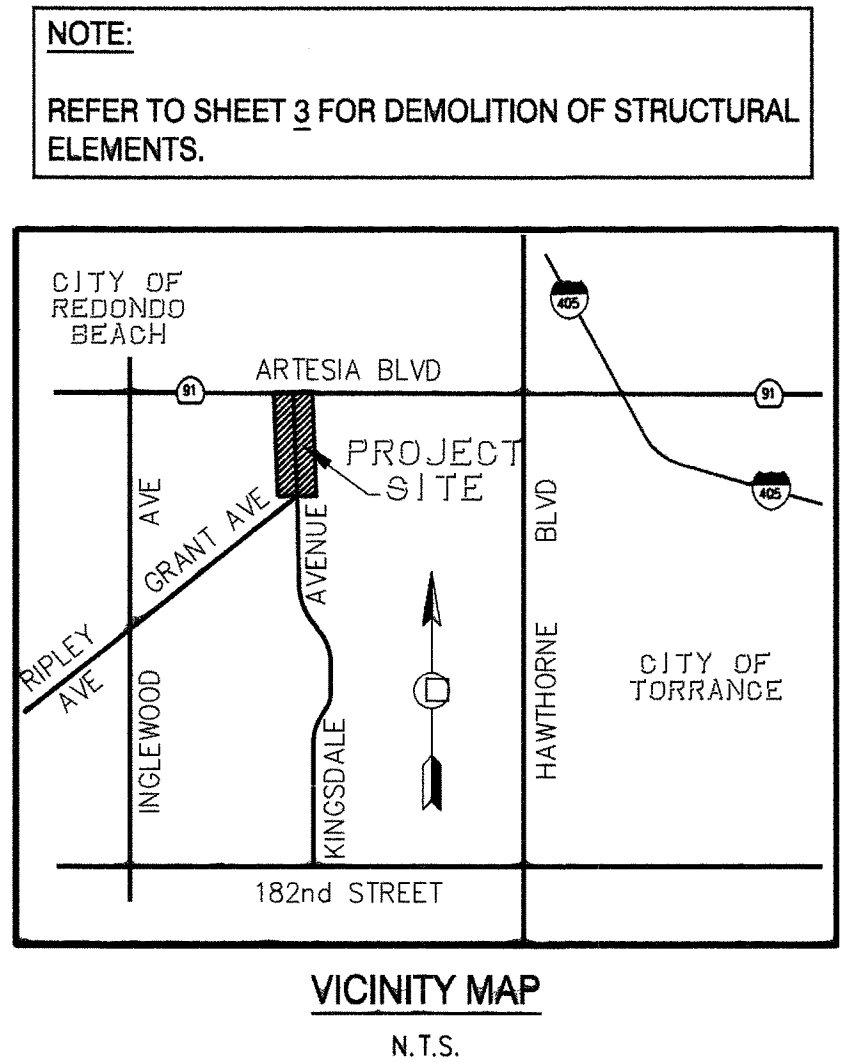
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL

DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, PAOS, WALLS, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE GREENBOOK SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO EXISTING FACILITIES UNTIL FACILITY OPERATIONS ARE CONFIRMED TO BE CEASED. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT APPROVAL FROM THE CONSTRUCTION MANAGER AND COORDINATION THROUGH THE FACILITY OPERATIONS PERSONNEL.
4. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING IRRIGATION SYSTEM IN THE AREAS OF PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL CAP THE EXISTING IRRIGATION SYSTEM TO REMAIN SUCH THAT THE REMAINING SYSTEM SHALL CONTINUE TO FUNCTION PROPERLY.
6. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
7. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DEMOLITION NEARBY THEIR UTILITY STRUCTURES AND LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
8. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
9. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY CONSTRUCTION MANAGER.
10. CONTINUOUS ACCESS SHALL BE MAINTAINED IN PUBLIC RIGHT-OF-WAY AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES. CONTRACTOR TO PROVIDE VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL AS NECESSARY THROUGHOUT THE DURATION OF THE PROJECT.
11. PRIOR TO DEMOLITION OCCURRING, EROSION CONTROL DEVICES ARE TO BE INSTALLED.
12. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FENCING, LIGHTING AND/OR STORM INLET STRUCTURES, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/ STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN, ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
13. CONTRACTOR MAY LIMIT SAW-CUT B PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
14. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE. CONTRACTOR SHALL COORDINATE/PHASE ALL CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF THE BUILDING AND UTILITY INTERRUPTIONS WITH THE STORE MANAGER TO MINIMIZE DISTURBANCE AND INCONVENIENCE TO OPERATIONS.
17. THE CONTRACTOR SHALL COORDINATE ANY WATER MAIN WORK WITH THE FIRE DEPT. AND THE CITY/COUNTY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE STORE AND SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE CITY/COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
18. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
19. CONTRACTOR MUST COORDINATE WITH THE CONSTRUCTION MANAGER AND CITY PRIOR TO ANY DEMOLITION TO ESTABLISH CONTINUOUS ACCESS AND TRAFFIC FLOW DURING ALL PHASES.
20. CONTRACTOR TO COORDINATE WITH OWNER / CONSTRUCTION MANAGER PRIOR DEMOLITION TO CONFIRM ITEMS TO BE SALVAGED FOR REUSE.
21. CONTRACTOR TO CAP ALL EXISTING BUILDING SERVICES PER CITY OF REDONDO BEACH REQUIREMENTS.
22. THE PURPOSE OF THIS DEMOLITION PLAN IS FOR FUTURE DEVELOPMENT. ITEMS NOT NOTED WITHIN THE LIMITS OF DEMOLITION DISCOVERED DURING DEMOLITION THAT MAY PROHIBIT DEVELOPMENT ARE INCLUDED AS PART OF THIS PLAN AND SHOULD BE REPORTED IMMEDIATELY.
23. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION METHOD, SEQUENCE, STRUCTURAL SAFETY, AND MITIGATION OF HAZARDOUS MATERIALS.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY STRUCTURAL ELEMENT OF THE PARKING STRUCTURE TO BE PROTECTED IN PLACE, SUCH AS THE FOUNDATIONS, SHEAR WALLS, COLUMNS, BEAMS, SLABS AND PARAPETS.
25. THE ENGINEER SHALL INSPECT THE STRUCTURAL INTEGRITY OF THE PARKING STRUCTURE AFTER DEMOLITION IS COMPLETED.
26. THE CONTRACTOR SHALL REPAIR, AT HIS OWN COST, ANY DAMAGE AS SPECIFIED BY THE ENGINEER.

BUS STOP DEMOLITION PLAN

SCALE 1"=20'



ENGINEERS NOTE TO CONTRACTOR:

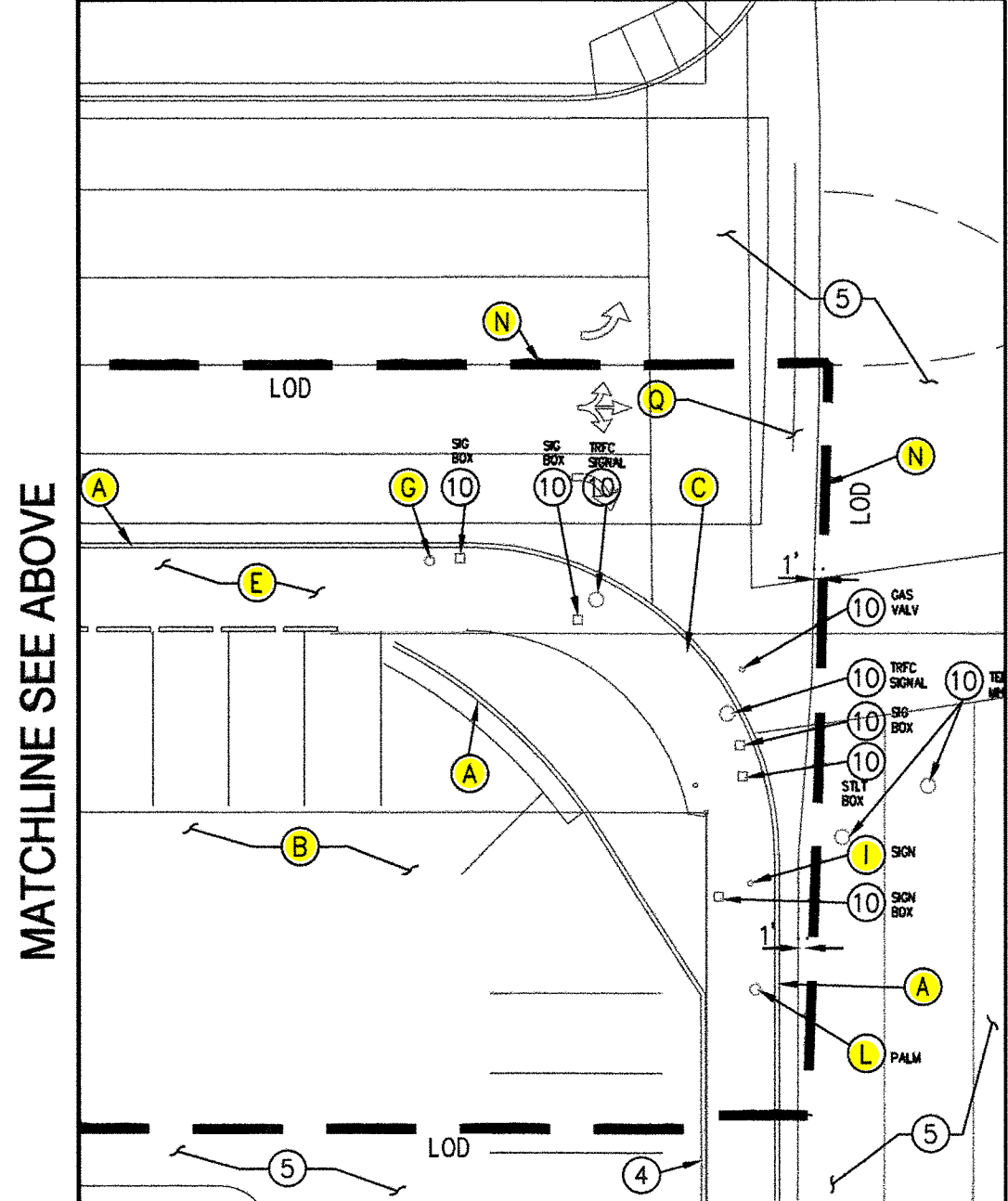
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND /OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

PROTECTION NOTE LEGEND

- ① NOT USED.
- ② PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
- ③ PROTECT IN PLACE EXISTING RAMP.
- ④ PROTECT IN PLACE EXISTING CURB.
- ⑤ PROTECT IN PLACE EXISTING PAVEMENT.
- ⑥ PROTECT IN PLACE EXISTING STORM DRAIN MANHOLE.
- ⑦ PROTECT IN PLACE EXISTING ELECTRIC VAULT / STRUCTURE. CONTRACTOR TO CONFIRM EXTENT OF UNDERGROUND STRUCTURE PRIOR TO DEMOLITION.
- ⑧ NOT USED.
- ⑨ PROTECT IN PLACE EXISTING SEWER MANHOLE.
- ⑩ PROTECT IN PLACE EXISTING UNDERGROUND UTILITIES.
- ⑪ PROTECT IN PLACE EXISTING BIKE RACK.
- ⑫ PROTECT IN PLACE EXISTING COLUMNS AND SHEAR WALLS OF PARKING STRUCTURE.

DEMOLITION NOTE LEGEND

- Ⓐ EXISTING CURB TO BE REMOVED.
- Ⓑ EXISTING PAVING TO BE REMOVED.
- Ⓒ EXISTING RAMP TO BE REMOVED.
- Ⓓ EXISTING EXTERIOR COLUMNS AND OVERHEAD BEAM TO BE REMOVED. ATTACHED SIGNAGE TO BE SALVAGED FOR REUSE BY THE CITY OF REDONDO BEACH. (COLUMNS SUPPORTING PARKING STRUCTURE TO REMAIN.)
- Ⓔ EXISTING SIDEWALK TO BE REMOVED.
- Ⓕ EXISTING MASONRY WALLS TO BE REMOVED UPON CONFIRMATION OF STRUCTURAL SIGNIFICANCE.
- Ⓖ EXISTING STREET LIGHT TO BE REMOVED AND SALVAGED FOR REUSE BY THE CITY OF REDONDO BEACH.
- Ⓗ EXISTING TRASH BINS, TELEPHONE KIOSKS, AND SEATING TO BE REMOVED.
- Ⓘ EXISTING SIGN TO BE REMOVED AND SALVAGED.
- Ⓛ EXISTING BATHROOM FACILITIES TO BE REMOVED.
- Ⓚ EXISTING BOLLARD TO BE REMOVED.
- Ⓛ EXISTING TREES, SHRUBS, LANDSCAPING, AND IRRIGATION TO BE REMOVED. CAP IRRIGATION AT LIMIT OF DEMOLITION.
- Ⓜ EXISTING WALLS TO BE REMOVED UPON CONFIRMATION OF STRUCTURAL SIGNIFICANCE.
- Ⓝ SAWCUT EXISTING CONCRETE PAVING.
- Ⓞ EXISTING WATER METER TO BE REMOVED. COORDINATE CAP AND SEAL OF WATER SERVICE WITH CITY OF REDONDO BEACH WATER DEPARTMENT.
- Ⓟ FACADE CEILING OF BUS STOP TO BE REMOVED.
- Ⓠ EXISTING CROSS GUTTER TO BE REMOVED.
- Ⓡ EXISTING STORM DRAIN INLET TO BE REMOVED.
- Ⓢ EXISTING BIKE RACK TO BE REMOVED.
- LOD LIMIT OF DEMOLITION
- NOTE: UTILITIES EXTENDING INTO THE LIMIT OF WORK ARE TO BE CAPPED AND SEALED TO MEET APPLICABLE CODES.



MATCHLINE SEE ABOVE

ARTESIA BOULEVARD

REVISIONS		CITY OF REDONDO BEACH CALIFORNIA DEPARTMENT OF ENGINEERING & BUILDING SERVICES		
DATE	DESCRIPTION	KINGSDALE AVENUE WIDENING BETWEEN ARTESIA BOULEVARD AND GRANT AVENUE DEMOLITION PLAN		
		DRAWN	CHECKED	SCALE
		APPROVED BY		DATE
		CITY ENGINEER - R.C.E.		
		PROJECT NO. 20120	SHEET NO. <u>2</u> OF <u>10</u> SHEETS	DRAWING NO. C-2
		PERMIT SET		
		DATE: XX-XX-2015		

ATKINS

625 The City Drive South
Suite 200
Orange, CA 92668
Tel: (714) 750-7275
Fax: (714) 750-2501

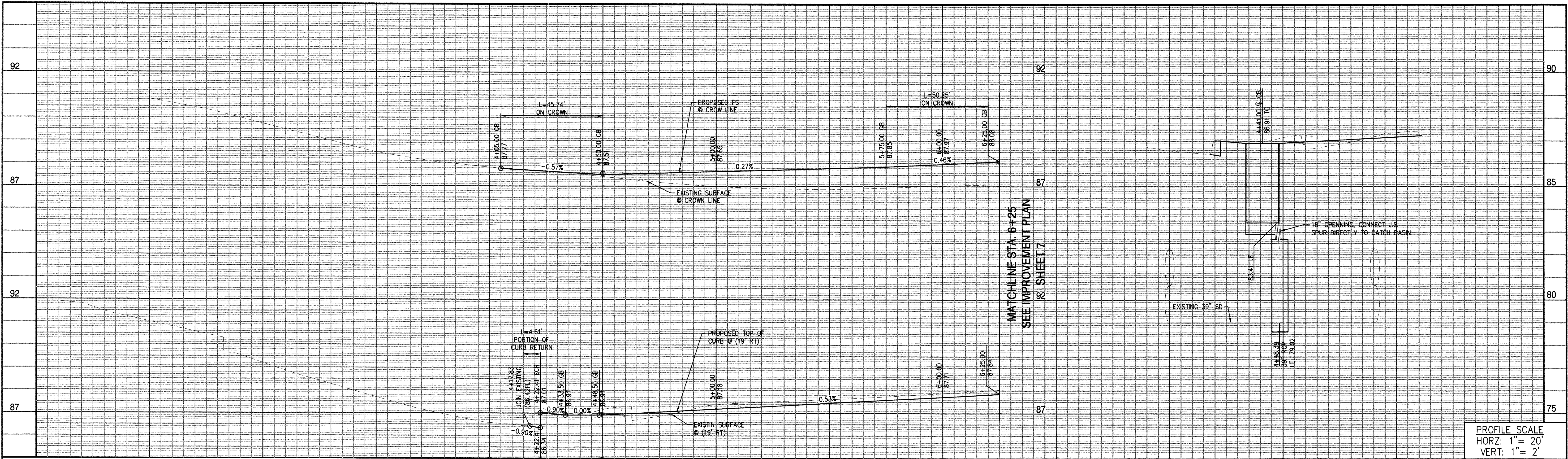
No. 47979

Exp. 12-31-17

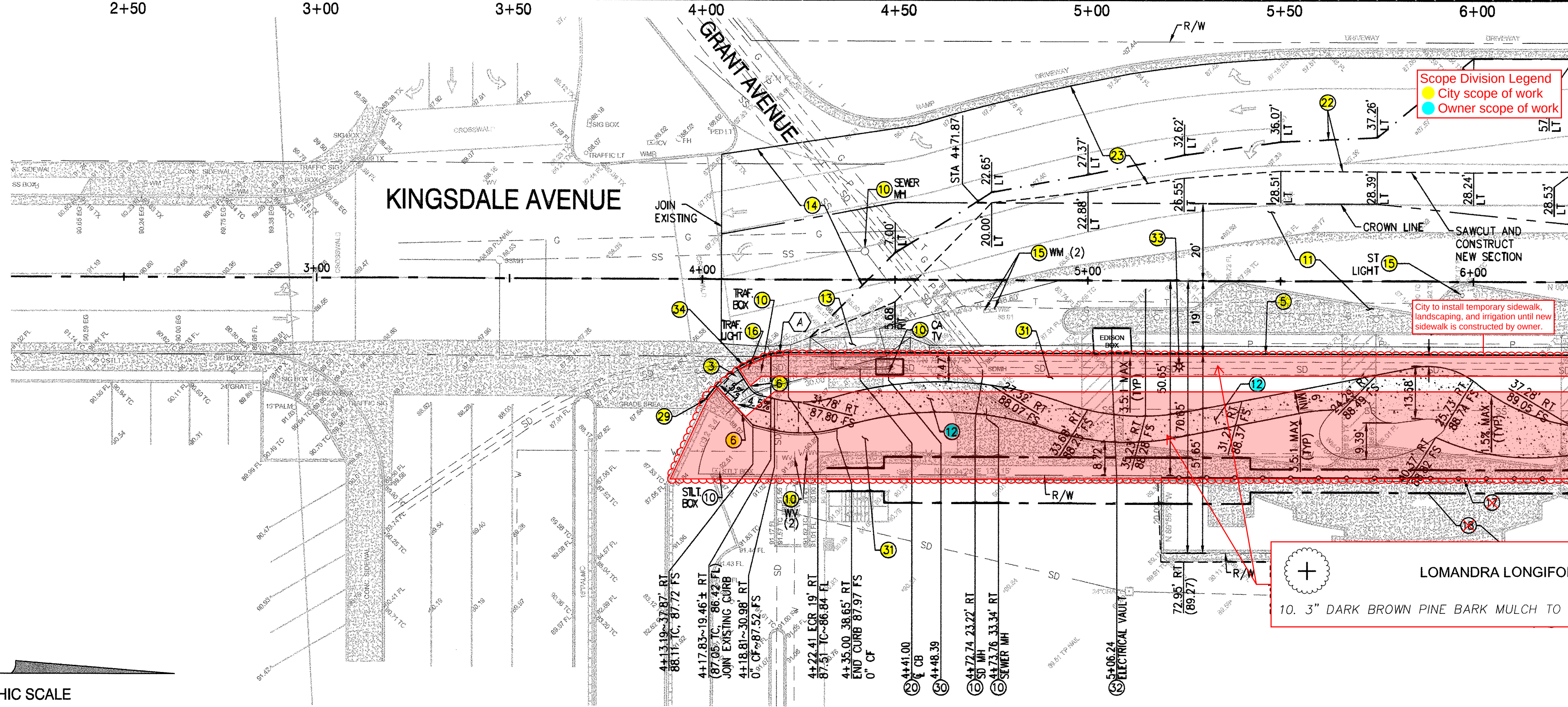
CIVIL
STATE OF CALIFORNIA

Fredrick E. Wickman
FREDRICK WICKMAN R.C.E. NO. 47979
Exp. 12-31-17

11/8/16
DATE



PROFILE SCALE
HORZ: 1" = 20'
VERT: 1" = 2'



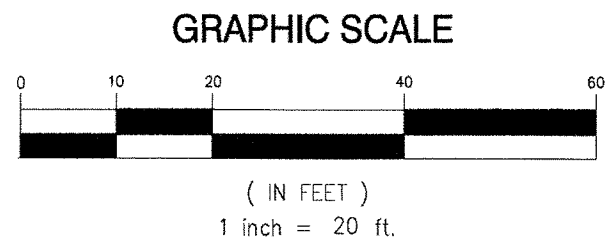
Scope Division Legend
City scope of work
Owner scope of work

City to install temporary sidewalk, landscaping, and irrigation until new sidewalk is constructed by owner.

LOMANDRA LONGIFOLIA 'BREEZE' / DWARF MAT RUSH
10. 3" DARK BROWN PINE BARK MULCH TO BE PLACED IN ALL PLANTING AREAS

CONSTRUCTION NOTES

1. CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-4, CASE A, TYPE 1.
 2. CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-4, CASE B, TYPE 1.
 3. CONSTRUCT PCC CURB RAMP PER DETAIL ON SHEET 5, REMOVE EXIST. CURB AS NECESSARY.
 4. CONSTRUCT 6" WIDE CROSS GUTTER PER APWA STD. PLAN 122-2.
 5. CONSTRUCT 8" CURB AND GUTTER PER APWA STD. PLAN 120-2, TYPE A2-8(200).
 6. CONSTRUCT RETAINING CURB, PER DETAIL "A" ON SHEET 4.
 7. CONSTRUCT 6" CURB PER APWA STD. PLAN 120-2, TYPE A1-6(150).
 8. CONSTRUCT CONCRETE MEDIAN NOSE. SEE DETAIL ON SHEET 5.
 9. SAWCUT/REMOVE AND REPLACE WITH ASPHALT PAVEMENT, MATCH EXIST.
 10. ADJUST TO GRADE.
 11. CONSTRUCT 6" ASPHALT CONCRETE OVER 8" AGGREGATE BASE.
 12. CONSTRUCT 4" PCC MEANDERING SIDEWALK (SIDEWALK JOINTS PER APWA STD. PLAN 112-2).
 13. CONSTRUCT LOCAL DEPRESSION PER APWA STD. PLAN 313-3 CASE B.
 14. COLD MILL EXISTING AC PAVEMENT.
 15. RELOCATE EXISTING ITEM PER PLAN.
 16. PROTECT IN PLACE ITEM PER PLAN.
 17. CONSTRUCT METAL BOLLARDS WITH WIRE CABLE PER DETAIL ON SHEET 5.
 18. CONSTRUCT 6" CONCRETE PAVEMENT WITH WWF 6X6/W2-1X2-1.
 19. CONSTRUCT CONCRETE JOINT PER APWA STD. PLAN 134-2, NO KEYWAY.
 20. CONSTRUCT CATCH BASIN PER APWA STD. PLAN 300-3 (W=14' V=3.5').
 21. REMOVE EXISTING STRIPING.
 22. CONSTRUCT VARIABLE DEPTH AC LEVELING COURSE/VARIABLE DEPTH COLD MILL.
 23. CONSTRUCT 2" AC OVERLAY PER DETAIL ON SHEET 4.
 24. REMOVE EXISTING CURB RAMP. REPLACE WITH CURB, GUTTER, AND SIDEWALK PER CITY REQUIREMENTS.
 25. PAINT 4" WHITE STRIPE PER PLAN.
 26. CONSTRUCT 6" CURB AND GUTTER PER APWA STD. PLAN 120-2, TYPE A2-6(150).
 27. CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-4, CASE A, TYPE 3.
 28. REMOVE AND REPLACE EXISTING CURB, MATCH EXISTING TO OF CURB GRADES.
 29. REMOVE EXISTING CURB, CONSTRUCT 6" CURB PER DETAIL ON SHEET 5.
 30. CONSTRUCT JUNCTION STRUCTURE PER APWA STD. PLAN 331-3.
 31. REMOVE EXISTING IMPROVEMENTS AS REQUIRED. SEE DEMOLITION PLANS.
 32. ELECTRICAL VAULT TO BE ADJUSTED TO GRADE BY OTHERS (EDISON).
 33. PROPOSED STREET LIGHT LOCATION.
 34. REMOVE EXISTING CURB, CONSTRUCT 6" TO 8" TRANSITION CURB.
- * CONTRACTOR TO POTHOLE EXISTING STORM DRAIN MAIN LINE TO VERIFY HORIZONTAL AND VERTICAL LOCATION PRIOR TO BEGINNING DEMOLITION WORK PER SHEET C-2 AND C-3, POTHOLE INFORMATION TO BE PROVIDED TO THE ENGINEER.



CURVE TABLE			
CURVE	DELTA	RADIUS/TANGENT	LENGTH
A	10°33'58"	25.00 2.31	4.61

Underground Service Alert

Call: TOLL FREE 1-800 422-4133

TWO WORKING DAYS BEFORE YOU DIG

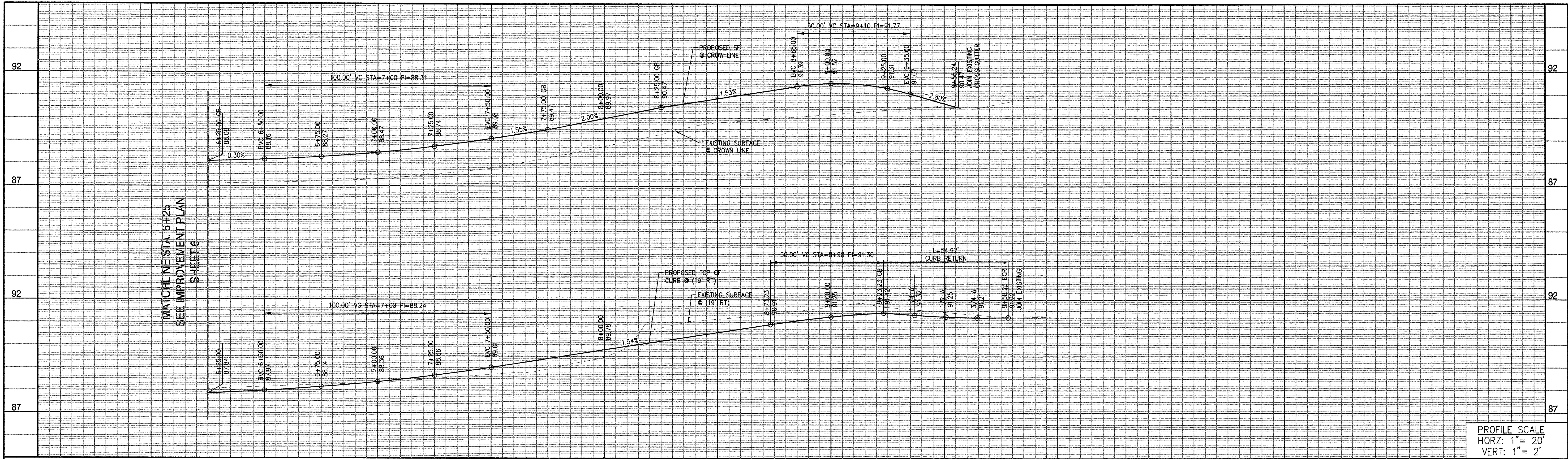
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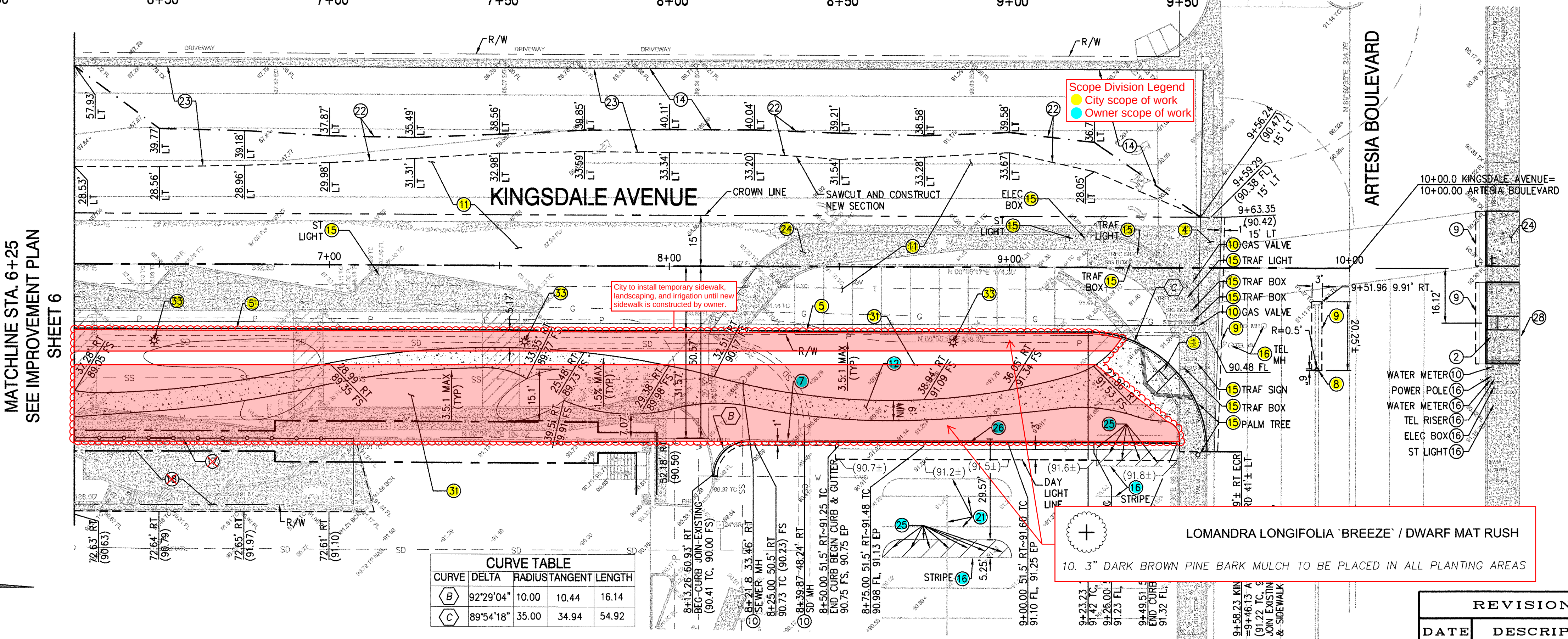
Fredrick E. Wickman 11/8/16
FREDRICK WICKMAN R.C.E. NO. 47979
EXP. 12-31-17

REGISTERED PROFESSIONAL ENGINEER
FREDRICK E. WICKMAN
No. 47979
Exp. 12-31-17
CIVIL
STATE OF CALIFORNIA

REVISIONS		CITY OF REDONDO BEACH CALIFORNIA DEPARTMENT OF ENGINEERING & BUILDING SERVICES	
DATE	DESCRIPTION	KINGSDALE AVENUE WIDENING BETWEEN ARTESIA BOULEVARD AND GRANT AVENUE	
		IMPROVEMENT PLAN AND PROFILE	
		DRAWN	CHECKED
		APPROVED BY	SCALE
		CITY ENGINEER - R.C.E.	
		PROJECT NO.	DATE
		20120	
		SHEET NO.	DRAWING NO.
		OF 10 SHEETS	C-6
		PERMIT SET	DATE: XX-XX-2015

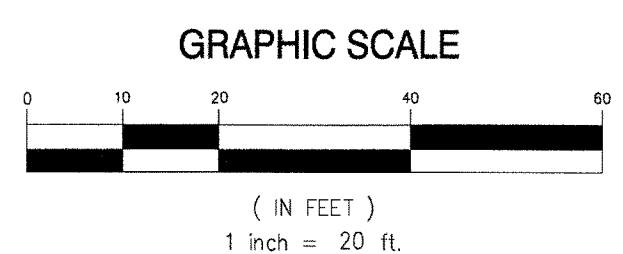


PROFILE SCALE
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- ### CONSTRUCTION NOTES
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 - 31- REMOVE EXISTING IMPROVEMENTS AS REQUIRED. SEE DEMOLITION PLANS.
 - 32- PROPOSED STREET LIGHT LOCATION.

CURVE TABLE			
CURVE	DELTA	RADIUSTANGENT	LENGTH
B	92°29'04"	10.00	10.44
C	89°54'18"	35.00	34.94



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TWO WORKING DAYS BEFORE YOU DIG

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		APPROVED BY		DATE
		CITY ENGINEER - R.C.E.		
		PROJECT NO.	SHEET NO. 7	DRAWING NO.
		20120	OF 10 SHEETS	C-7
		PERMIT SET	DATE: XX-XX-2015	