

TEMPORARY CONSTRUCTION AND ACCESS AGREEMENT

Public Project: [REDACTED] [PROJECT TITLE]
Grantor's Property: [REDACTED] [PROPERTY ADDRESS]
APN: [REDACTED] (the "Property")

This Temporary Construction and Access Agreement ("Agreement") is entered into on [REDACTED], 20[REDACTED], by and between [REDACTED] [PROPERTY OWNER LEGAL NAME] a [REDACTED] [ENTITY TYPE] ("Grantor") and the CITY OF REDONDO BEACH, a chartered municipal corporation of Los Angeles County, State of California ("Grantee"), to grant certain rights in, upon, over, under, and across that certain portion of Grantor's Property located in the City of Redondo Beach, Los Angeles County, California, and more particularly identified as follows:

SEE ATTACHED: EXHIBIT "A" (the "Construction Area")

1. Grantee intends to construct a public improvements project in the public right-of-way (the "Project") adjacent to Grantor's Property and construction of an incidental portion of the Project requires access to and use of the Construction Area on Grantor's adjoining Property.
2. In consideration of the benefits accruing to Grantor and/or in the interest of the public health, safety, and welfare, Grantor hereby grants to Grantee, its agents, employees, and contractors the right to enter upon and utilize that portion of the Property identified in the Construction Area for all purposes necessary or incidental to construction of the Project, including, but not limited to, construction activities such as access, temporary fencing, excavation, grading, backfill, compaction, ingress/egress, paving, and depositing tools, equipment, and materials for all activities incidental to such construction work. Grantee hereby agrees to perform all related construction work in a professional and workmanlike manner in accordance with approved set of plans and specifications for the Project. All work to be performed by the Grantee pursuant to this Agreement shall be at no expense to the Grantor.
3. The rights to utilize the Construction Area shall commence upon the date of execution of this Agreement by the Grantor and its acceptance by the Grantee's authorized representative. This Agreement and Grantee's right to utilize the Construction Area shall cease and be terminated at such time as the construction of improvements for the Project within the Construction Area is completed, or [REDACTED] [INSERT DATE], whichever first occurs..
4. Grantee, by exercise of the rights hereby granted, agrees to indemnify and hold harmless Grantor from and against any and all claims for damage or liability arising out of the Grantee's exercise of said rights from the date of commencement through completion of the construction work. Further, Grantor shall not seek to recover from Grantee, or any of its officers, agencies, agents, contractors, attorneys, subcontractors and employees, the costs for any commercial inconvenience or losses incurred as a result of the Project improvements described in this Agreement. Upon completion of the construction work, Grantor shall retain responsibility and liability for all of the real property for which it is the legal owner, including those portions of the Property for which the Agreement was utilized, in the same manner and to the same extent as existed prior to commencement of the construction work or this Agreement.
5. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement.
6. The rights and interest granted herein to the City of Redondo Beach, a governmental agency, is authorized to be accepted by the undersigned City Engineer, on behalf of the Redondo Beach City Council, pursuant to authority conferred by Resolution No. 7510 of said Council adopted on September 22, 1992.



Dated this _____ day of _____ 20__.

Grantor: _____

Sign: _____

Title: _____

Grantee: City of Redondo Beach

By: _____
Andrew S. Winje, P.E., City Engineer

Date: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



EXHIBIT "A"

Construction Area

