

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Dept. of General Services  
Real Estate Services Division  
Asset Management Branch - Acquisitions  
707 3<sup>rd</sup> Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605

**2019-0230295**

06/25/2019 03:56 PM Fee: \$ 0.00

Page 1 of 10

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



OFFICIAL STATE BUSINESS  
NO RECORDING FEES  
Per Government Code 27383  
NO DOCUMENTARY TRANSFER TAX  
Per Revenue and Taxation Code 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

110

<b>AGREEMENT AND GRANT OF EASEMENT</b>	AGENCY:	California Air Resources Board
	PROJECT:	Southern California Consolidation Project
	DGS FILE No.:	ARB 502
	PROJECT No.:	ABMS 140769
County Assessor Parcel Number: 258-080-013 (Portion), County of Riverside		

D- 17571

THIS AGREEMENT AND GRANT OF EASEMENT ("Easement") is made by and between the STATE OF CALIFORNIA, acting by and through its Director of the Department of General Services, with the approval of the California Air Resources Board, hereinafter called STATE, and the City of Riverside, a California Charter City and Municipal Corporation, hereinafter called GRANTEE.

STATE, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants unto GRANTEE, its successors and assigns forever, a nonexclusive easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair, and remove a roadway together with appurtenances deemed necessary therefor by GRANTEE over, on, under, and across that certain real property situated in the County of Riverside, State of California, as described in the attached **Exhibit A**, consisting of 1 page, and as depicted in a map shown in the attached **Exhibit B**, consisting of 1 page, both attached and by this reference made a part hereof.

This Easement is subject to the terms, conditions, limitations, and covenants in **Exhibit C**, consisting of 2 pages, attached hereto and hereby made a part hereof, which shall run with the Easement granted herein, and the GRANTEE, successors and assigns, by acceptance of this Easement, agrees to abide by, perform and observe each and all of said terms, limitations, conditions, and covenants set forth therein.

IN WITNESS WHEREOF, the Grantor and GRANTEE have each caused this instrument to be duly executed as of the date written above.

DATED: August 22, 2018

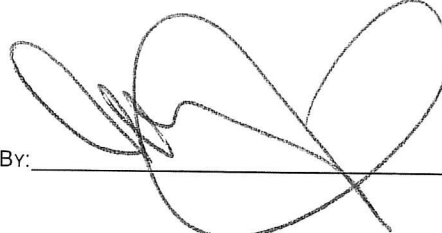
**STATE**

**STATE OF CALIFORNIA**  
DEPARTMENT OF GENERAL SERVICES  
DANIEL C. KIM, DIRECTOR

By:   
MICHAEL P. BUTLER, CHIEF  
ASSET MANAGEMENT BRANCH  
REAL PROPERTY SERVICES SECTION

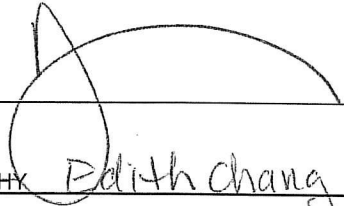
**GRANTEE**

CITY OF RIVERSIDE, A CALIFORNIA CHARTER CITY  
AND MUNICIPAL CORPORATION

By:   
NAME: AL ZELINKA

**APPROVAL**

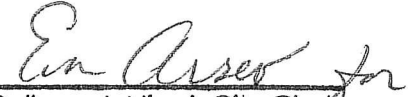
**CALIFORNIA AIR RESOURCES BOARD**


By:   
NAME: EDNA-MURPHY Edith Chang

TITLE: DIVISION CHIEF Deputy Executive Officer

SECTION: ADMINISTRATIVE SERVICES DIVISION Executive Office

TITLE: CITY MANAGER

Attest:   
Colleen J. Nicol, City Clerk  
Approved as to Form:

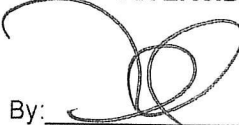
By:   
Anthony L. Beaumon  
Deputy City Attorney

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.


Dated September 25, 2018

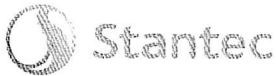
**CITY OF RIVERSIDE**



By: \_\_\_\_\_  
David Welch  
Real Property Services Manager

**Approved as to Form:**

By:   
\_\_\_\_\_  
Anthony L. Beaumon  
Deputy City Attorney



**EXHIBIT A  
LEGAL DESCRIPTION  
GRANT OF EASEMENT**

A strip of land over and across a parcel of land, in the City of Riverside, County of Riverside, State of California, as shown on the map of the Subdivision of Section 30, Township 2 South, Range 4 West, San Bernardino Meridian, recorded in Book 2, Page 37 of Maps, records of said County, and more particularly described as follows:

The easterly 22 feet of Lot 3, Block 2, of said map. Said strip is to run parallel with and coincident with the 66 foot wide right-of-way as shown on said map.

To be known as Iowa Avenue.

Containing 14,529 square feet, more or less.

**END OF DESCRIPTION**

This description is made pursuant to section 66426.5 of the State Subdivision Map Act.

This description was prepared by me or under my direct supervision in conformance with the requirements of the Professional Land Surveyor's Act on this 21st day of December, 2016.

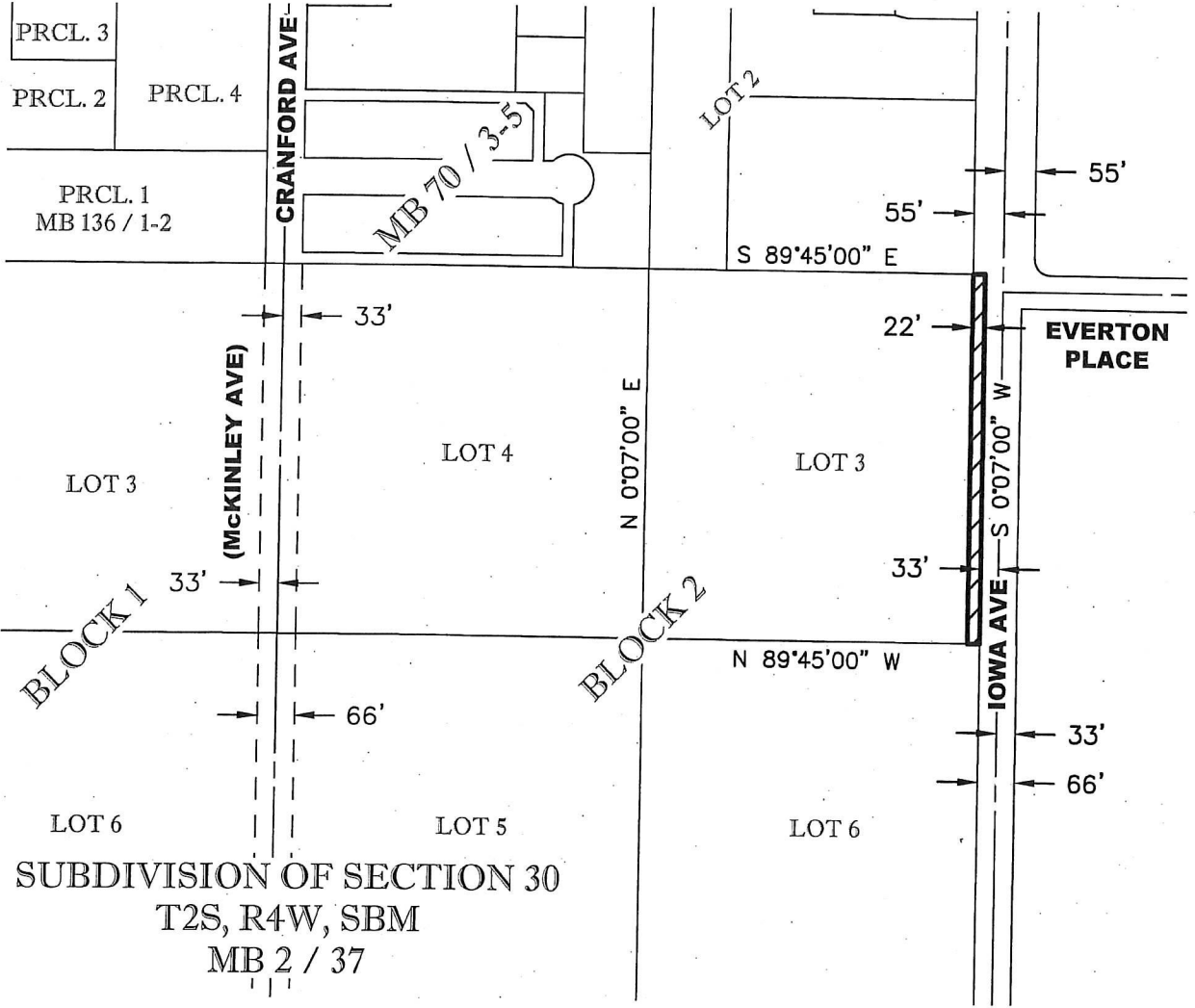
Ian McClain, PLS 8310



**DESCRIPTION APPROVAL:**

BY: 6/24/19  
DATE

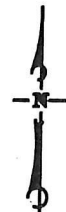
FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR



SUBDIVISION OF SECTION 30  
 T2S, R4W, SBM  
 MB 2 / 37



8-7-2018



GRANT OF EASEMENT  
 SOUTHERN CALIFORNIA  
 CONSOLIDATION PROJECT  
 AIR RESOURCE BOARD

CITY OF RIVERSIDE  
 STATE OF CALIFORNIA

2646 Santa Maria Way, Suite 107, Santa Maria, CA 93455  
 Phone: (805) 925-2345 Fax: (805) 925-1539 SCALE: 1" = 300'  
 P.N. 2064109200-215-104 DWG: 2064109200\_215-104-ROW.dwg

PLOT DATE: 8/7/2018

**EXHIBIT C**  
**TERMS, CONDITIONS, LIMITATIONS AND COVENANTS**

PROVIDED, this Easement is subject to the following terms and conditions:

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. GRANTEE waives all claims against STATE, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and GRANTEE agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by STATE, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by GRANTEE of the rights hereby granted, except those arising out of the sole negligence of STATE.
3. STATE reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with GRANTEE's rights hereunder.
4. STATE reserves the right to require GRANTEE, at STATE expense, to remove and relocate all improvements placed by GRANTEE upon said real property, upon determination by STATE that the same interfere with future development of STATE's property. Within 180 days after STATE's written notice and demand for removal and relocation of the improvements, GRANTEE shall remove and relocate the improvements to a feasible location on the property of STATE, as designated by STATE, and STATE shall furnish GRANTEE with an easement in such new location, on the same terms and conditions as herein stated, all without cost to GRANTEE, and GRANTEE thereupon shall re-convey to STATE the easement herein granted.
5. This Easement shall terminate in the event GRANTEE fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, GRANTEE shall forthwith upon service of written demand, deliver to STATE, at no cost to STATE, a quitclaim deed, to its right, title and interest hereunder. Should GRANTEE fail or refuse to deliver said quitclaim deed, STATE may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after 10 days from the date of recordation of said notice, be conclusive evidence of such termination against GRANTEE. GRANTEE shall, upon STATE request, without cost to STATE, and within 90 days from said STATE request, remove all property placed by or for GRANTEE upon said real property and restore said premises as nearly as possible to the same condition as they were in prior to the execution of this Easement. In the event GRANTEE should fail to restore said premises in accordance with such request, STATE may do so at the risk of GRANTEE, and all costs of such removal and restoration shall be paid by GRANTEE upon demand.
6. In performing any work, including any excavation, on said real property of STATE, GRANTEE shall take all reasonable measures to make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the

**EXHIBIT C**  
**TERMS, CONDITIONS, LIMITATIONS AND COVENANTS**

same condition as they were immediately prior to commencement of GRANTEE's activities pursuant to this Easement as is practicable.

7. Protect any nearby remainder trees from damage during any construction or repairs. No damage, treatment, or removal of trees without the approval of the STATE official having immediate jurisdiction over the property.
8. GRANTEE at its sole cost and expense, agrees to:
  - a. Construct, improve, and maintain the Easement property Access Road in compliance with all federal, state, and local laws, statutes, ordinances, and regulations; and
  - b. Maintain and repair the Easement property Access Road at all times in good condition and repair for as long as this Easement remains in force.
9. In the event that the GRANTEE fails to maintain the Easement property Access Road in good condition, STATE may undertake such work at the risk of GRANTEE, and all costs of such repair and restoration shall be paid by GRANTEE upon demand.
10. Should GRANTEE require future construction, reconstruction, installation, maintenance, service and/or repairs of said improvements upon said land that may affect STATE operations, GRANTEE shall contact the STATE official having immediate jurisdiction over the property prior to initiating said on-site work.
11. GRANTEE will be responsible under the terms of this agreement for all maintenance associated with the operation of said right of way, at no cost to STATE. GRANTEE further agrees that any erosion or drainage problem caused by said roadway shall be corrected without cost to STATE and to the satisfaction of the STATE official having immediate jurisdiction over the property.
12. In the use and enjoyment of the rights and easements herein granted, GRANTEE, at its sole cost, shall obtain all necessary permits and licenses from any government agency having jurisdiction for said permits and licenses and comply with all applicable laws, ordinances and regulations.
13. The activity described in this easement was analyzed in the final Environmental Impact Report (EIR) prepared on behalf of the California Air Resources Board (CARB) for the Southern California Consolidation Project in May 2017, which CARB certified on June 6, 2017. No substantial changes are proposed to this activity from how it is described in the EIR, and no new information of substantial importance that was not known at the time the EIR was certified shows any of the circumstances listed in CEQA Guidelines section 15162(a)(3). Therefore, none of the circumstances triggering subsequent environmental review are present. GRANTEE shall be responsible for any CEQA compliance, if required, as a result of GRANTEE exercising its rights under the Easement.

**End of Exhibit C**

**CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT**

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 Riverside } SS.

On August 22, 2018, before me, Sherry R. Morton  
personally appeared Al Zelinka and Eva Arseo

who 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.

Sherry R. Morton  
Signature of Notary Public



**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Names Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator



**CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT**

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 Sacramento } SS.

On 9-7-18, before me, Tracy Jensen, Notary Public personally appeared Edith Chang.

who 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.

Tracy Jensen  
Signature of Notary Public



**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Agreement of Grant of Easement

Document Date: 9-7-18 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Names Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator

**CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT**

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STATE OF CALIFORNIA,

County of YOLO } SS.

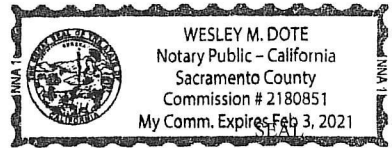
On SEPTEMBER 20, 2018, before me, WESLEY M. DOTE, NOTARY PUBLIC personally appeared MICHAEL P. BUTLER

who 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.

Wesley M. Dote  
Signature of Notary Public



**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: AGREEMENT AND GRANT OF EASEMENT

Document Date: 8/22/18 Number of Pages: 10

Signer(s) Other Than Names Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner –  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner –  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator