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WHEN RECORDED MAIL TO:

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

2020-0344343

07/31/2020 10:32 AM

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County Of Riverside
Assessor-County Clerk-Recorder

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| | | |
|---------------------------------------------------------------------------|---------------|-------------------------------------------|
| AGREEMENT AND GRANT OF EASEMENT | AGENCY: | California Air Resources Board |
| | PROJECT: | Southern California Consolidation Project |
| | DGS FILE No.: | ARB 502 |
| | PROJECT No.: | ABMS 140769 |
| County Assessor Parcel Number: 258-080-023 (Portion), County of Riverside | | D - 17589 |

THIS AGREEMENT AND GRANT OF EASEMENT ("**Easement Agreement**") 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, and GRANTEE hereby accepts from STATE a nonexclusive easement to construct, reconstruct, alter, use, maintain, inspect, repair, install, and remove underground electrical service lines, together with appurtenances deemed necessary therefor by GRANTEE ("**Easement**"), over, on, under, and across that certain real property situated in the County of Riverside, State of California, legally described on **Exhibit A**, and graphically depicted on **Exhibit B**, both attached hereto and incorporated herein ("**Easement Area**"), together with the right to ingress and egress as reasonably necessary to access the Easement Area.

The Easement is subject to the terms, conditions, limitations, and covenants contained in **Exhibit C**, attached hereto and incorporated herein, which shall run with the Easement granted in this Easement Agreement, and the GRANTEE, its successors and assigns forever, 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, STATE and GRANTEE have executed this Easement Agreement as of the date written below.


DATED: June 25, 2020 -201-

STATE:

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


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

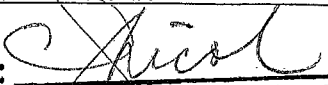
APPROVED BY:


CALIFORNIA AIR RESOURCES BOARD
BY: 
EDNA MURPHY, DIVISION CHIEF
ADMINISTRATIVE SERVICES DIVISION

GRANTEE:

CITY of RIVERSIDE, a California Charter
City and Municipal Corporation

BY: 
NAME: AL ZELINKA
TITLE: CITY MANAGER

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

By: 
Anthony L. Beaumon
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

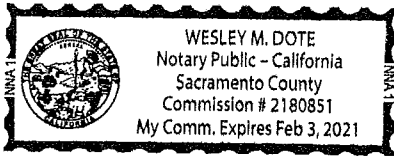
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of YOLO)
On JULY 13, 2020 before me, WESLEY M. DOTE, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MICHAEL P. BUTLER
Name(s) of Signer(s)

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.



Signature Wesley M. Dote
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AGREEMENT AND GRANT OF EASEMENT

Document Date: JUNE 25, 2020 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Sacramento)

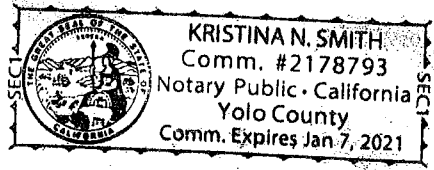
On July 13, 2020 before me, Kristina N. Smith, Notary Public
(insert name and title of the officer)

personally appeared *Edna Murphy*
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.

Signature Kristina N. Smith (Seal)



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 June 25, 2020, before me, Lorena Verduco, Notary Public
Date

personally appeared Al Zelinka and Colleen J. Nicol

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.

Lorena Verduco
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

EXHIBIT "A"
LEGAL DESCRIPTION

Project: California Air Resource Board
Por. A.P.N.: 253-080-023
Address: 4001 Iowa Avenue

That certain real property located in the City of Riverside, County of Riverside, State of California, being portion of Lots 3 and 4 in Block 2 of the Map of the Subdivision of Section 30, T.2S., R.4W., S.B.M. as shown by map on file in Book 2, Page 37 of Maps, Records of Riverside County California, being a strip of land 10.00 feet in width, the centerline being described as follows;

COMMENCING at the Northeasterly corner of said Lot 3;

Thence South $00^{\circ}35'23''$ West, along the Easterly line of said Lot 3, a distance of 87.75 feet;

Thence North $89^{\circ}17'08''$ West, leaving said Easterly line, a distance of 22.00 feet to a point on a line parallel with and distant 22.00 feet Westerly from said Easterly line, measured at right angles and to the **POINT OF BEGINNING** of said centerline description;

Thence continuing North $89^{\circ}17'08''$ West, a distance of 37.29 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 12.50 feet;

Thence Westerly, Northwesterly and Northerly to the right along said curve an arc length of 19.63 feet through a central angle of $90^{\circ}00'00''$;

Thence North $00^{\circ}42'52''$ East, a distance of 55.01 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 12.50 feet;

Thence Northerly, Northwesterly and Westerly to the left along said curve an arc length of 19.63 feet through a central angle of $90^{\circ}00'00''$;

Thence North $89^{\circ}17'08''$ West, a distance of 4.05 feet to a point hereinafter referred to as **Point "A"**;

Thence continuing North $89^{\circ}17'08''$ West, a distance of 34.37 feet to a point hereinafter referred to as **Point "B"**, being the beginning of a tangent curve concave Southeasterly, having a radius of 12.50 feet;

Thence Westerly and Southwesterly to the left along said curve an arc length of 9.86 feet through a central angle of $45^{\circ}11'58''$;

Thence South 45°30'54" West, a distance of 12.45 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 12.50 feet;

Thence Southwesterly and Westerly to the right along said curve an arc length of 9.86 feet through a central angle of 45°11'58";

Thence North 89°17'08" West, a distance of 441.38 feet to a point hereinafter referred to as **Point "C"**;

Thence continuing North 89°17'08" West, a distance of 23.21 feet to a point hereinafter referred to as **Point "D"**;

Thence continuing North 89°17'08" West, a distance of 246.24 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 12.50 feet;

Thence Westerly and Northwesterly to the right along said curve an arc length of 9.89 feet through a central angle of 45°20'56";

Thence North 43°56'12" West, a distance of 6.73 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 12.50 feet;

Thence Northwesterly and Westerly to the left along said curve an arc length of 9.96 feet through a central angle of 45°39'20";

Thence North 89°35'32" West, a distance of 52.25 feet to a point hereinafter referred to as **Point "E"**;

Thence continuing North 89°35'32" West, a distance of 38.25 feet to a point hereinafter referred to as **Point "F"**, being the **END** of this centerline description.

TOGETHER WITH a strip of land 18.00 feet in width with the centerline beginning at said **Point "A"** and terminating at said **Point "B"**. Said strip 18.00 feet in width to be situated 6.00 feet North and 12.00 feet South of the herein described centerline and excepting therefrom that portion lying 5.00 feet North and 5.00 feet South of said centerline.

TOGETHER WITH a strip of land 18.00 feet in width with the centerline beginning at said **Point "C"** and terminating at said **Point "D"**. Said strip 18.00 feet in width to be situated 6.00 feet North and 12.00 feet South of the herein described centerline and excepting therefrom that portion lying 5.00 feet North and 5.00 feet South of said centerline.

TOGETHER WITH a strip of land 24.00 feet in width with the centerline beginning at said **Point "E"** and terminating at said **Point "F"**. Said strip 24.00 feet in width to be situated 10.00 feet North and 14.00 feet South of the herein described centerline and

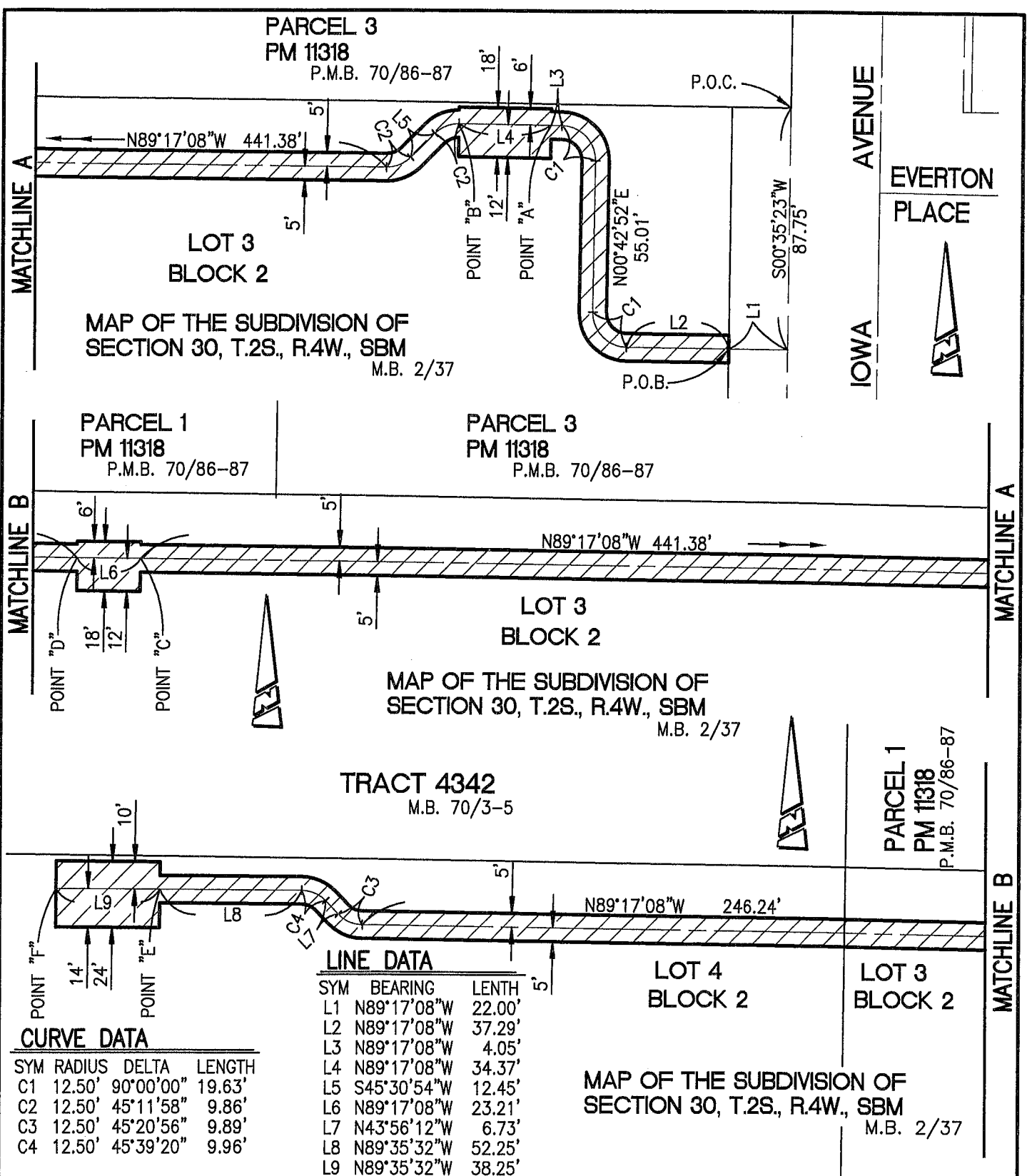
excepting therefrom that portion lying 5.00 feet North and 5.00 feet South of said centerline.

Area – 11,297 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 6/22/20 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





CURVE DATA

| SYM | RADIUS | DELTA | LENGTH |
|-----|--------|-----------|--------|
| C1 | 12.50' | 90°00'00" | 19.63' |
| C2 | 12.50' | 45°11'58" | 9.86' |
| C3 | 12.50' | 45°20'56" | 9.89' |
| C4 | 12.50' | 45°39'20" | 9.96' |

LINE DATA

| SYM | BEARING | LENTH |
|-----|-------------|--------|
| L1 | N89°17'08"W | 22.00' |
| L2 | N89°17'08"W | 37.29' |
| L3 | N89°17'08"W | 4.05' |
| L4 | N89°17'08"W | 34.37' |
| L5 | S45°30'54"W | 12.45' |
| L6 | N89°17'08"W | 23.21' |
| L7 | N43°56'12"W | 6.73' |
| L8 | N89°35'32"W | 52.25' |
| L9 | N89°35'32"W | 38.25' |

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=50' DRAWN BY: CURT DATE: 6/22/20 PROJECT: APN 253-080-023 - ARB PUBLIC UTILITIES EASEMENT

EXHIBIT C
TERMS, CONDITIONS, LIMITATIONS AND COVENANTS

STATE and GRANTEE acknowledge and agree that this Easement Agreement and the Easement granted herein is subject to the following terms, conditions, limitations and covenants:

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement and said Easement Area 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, including its agencies, departments, boards, commissions, officers, agents and employees (collectively "**Indemnitees**"), 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 any of the Indemnitees 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 any of the Indemnitees.
3. STATE reserves the right to use the Easement Area 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'S expense, to remove and relocate any or all improvements placed by GRANTEE within said Easement Area ("**GRANTEE Improvements**"), upon determination by STATE that the any or all of the GRANTEE Improvements interfere with future development of STATE'S property. Within 180 days after STATE'S written notice and demand for removal and relocation of any or all GRANTEE Improvements, GRANTEE shall remove and relocate the GRANTEE 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 by quitclaim deed to STATE the Easement granted herein.
5. Unless otherwise expressly agreed to in writing by and between STATE and GRANTEE, STATE and GRANTEE hereby acknowledge and agree that GRANTEE shall own and maintain all GRANTEE Improvements placed by GRANTEE within the Easement Area pursuant to this Easement.
6. 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 the Easement 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 Grantee Improvements and other property placed by or for GRANTEE within the Easement Area and restore the Easement Area as nearly as possible to the same condition as the Easement Area was in immediately prior to the execution of this Easement Agreement. In the event GRANTEE should fail to restore the Easement Area in accordance with

EXHIBIT C
TERMS, CONDITIONS, LIMITATIONS AND COVENANTS

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.

7. In performing any work, including any excavation, within the Easement Area owned by 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 same condition as they were immediately prior to commencement of GRANTEE'S activities pursuant to this Easement as is practicable.
8. GRANTEE understands that said Easement is within a secured facility operated and controlled by the California Air Resources Board ("**CARB**"), and GRANTEE agrees to comply with CARB regulations and restrictions whenever accessing the Easement Area, including the following conditions:
 - a. Prior to any entry upon said Easement Area for any of the purposes herein set forth, GRANTEE shall notify STATE by written or oral notice to the CARB authorities in charge of the CARB facility;
 - b. Grantee agrees and acknowledges that access to the Easement Area will be through roads or routes designated by the CARB authorities in charge of the CARB facility. When accessing the Easement Area, GRANTEE shall restrict travel to such roads or routes designated by the CARB authorities in charge of the CARB facility;
 - c. Any access to the CARB facility by GRANTEE or any authorized agents of GRANTEE to conduct activities permitted under this Easement shall be as directed by the CARB authorities in charge of the CARB facility. Additional escort and security may be required by the CARB authorities in charge of the CARB facility;
 - d. Access rights granted by this Easement may be restricted by the CARB authorities in charge of the CARB facility in the event that turmoil or emergency conditions are occurring at the CARB facility. In the event of an emergency, GRANTEE agrees to cooperate with the CARB authorities in charge of the CARB facility;
 - e. GRANTEE shall conduct all activities so as to protect the health, safety, and well-being of those people upon STATE property, the Easement Area or within the CARB facility; and
 - f. GRANTEE shall comply with all rules and regulations adopted by the CARB authorities in charge of the CARB facility. No article or material deemed by the CARB authorities in charge of the CARB facility that are considered contraband shall be brought upon STATE property, the Easement Area or within the CARB facility. Contraband includes, but is not limited to, beer, alcoholic beverages, narcotics, tobacco, the possession or use of firearms, explosives, edged weapons, and restricted controlled substances.
9. Should GRANTEE require future construction, reconstruction, installation, maintenance, service and/or repairs of GRANTEE Improvements within the Easement Area that may affect STATE operations, GRANTEE shall contact the STATE official having immediate jurisdiction over the STATE property prior to initiating any work.
10. In the use and enjoyment of the Easement 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.

EXHIBIT C
TERMS, CONDITIONS, LIMITATIONS AND COVENANTS

11. STATE and GRANTEE hereto expressly agree that this Easement Agreement shall in all respects be governed by the laws of the State of California.

End of Exhibit C

**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. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED July 21, 2020

CITY OF RIVERSIDE

By: 

David Welch
Community & Economic
Development Director