

Recording requested by (name):

Chicago Title Company

When recorded mail to and mail tax statements to:  
Judicial Council of California  
Real Estate and Facilities Management

455 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

Attn: Manager, Real Estate

Recorded in Official Records,  
IMPERIAL COUNTY  
Doc#: 2018018233  
10/03/2018 11:35 AM

Recorder's Use Only

## Access Easement and Easement Agreement

### Title of Document

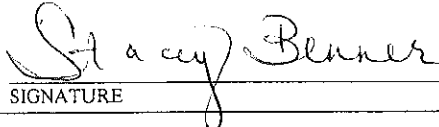
Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

#### Reason for Exemption:

- ☐ Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
- ☐ Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
- ☒ Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from fee per GC 27388.1 (a) (1); not related to real property.

I hereby declare under penalty of perjury that the information provided above is true and correct.

Executed this 3rd day of October, 2018 at El Centro, CA  
CITY STATE

  
SIGNATURE

Stacey Benner  
PRINT NAME

Documentary Transfer Tax: \$ \_\_\_\_\_ If exempt, enter R&T code: \_\_\_\_\_

\_\_\_\_\_ Computed on full value of the property conveyed

\_\_\_\_\_ Computed on full value less liens & encumbrances remaining thereon at time of sale.

\_\_\_\_\_ Unincorporated Area City of \_\_\_\_\_

Signature of declarant or agent determining tax

MAIL TAX STATEMENT AS DIRECTED ABOVE

<b>WHEN RECORDED MAIL TO:</b>  Judicial Council of California Real Estate and Facilities Management 455 Golden Gate Avenue, 8th floor San Francisco, CA 94102 Attn: Manager, Real Estate	
<b>SPACE ABOVE THIS LINE FOR RECORDER'S USE</b>	
<small>OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922</small>	
<b>ACCESS EASEMENT AND EASEMENT AGREEMENT</b>	El Centro County Courthouse, JCC Building #13-A1 939 West Main Street, El Centro, California
APN: 053-094-001, County of Imperial	

This Access Easement and Easement Agreement ("**Easement Agreement**") is made and entered into by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California ("**Grantor**"), and the STATE OF CALIFORNIA ("**Grantee**"), and is with reference to the following:

#### RECITALS

A. Grantor is the owner of record title to that certain real property immediately adjacent to the Dominant Tenement (defined below) including the buildings located thereon commonly known as the Department of Public Works Building (the "**DPW Building**") and the Air Pollution Control District Building (the "**APCD Building**") that is more particularly described and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Servient Tenement**").

B. On the same date this Easement Agreement is recorded, Grantor will convey to Grantee record title to that certain real property in the City of El Centro, County of Imperial, State of California, with a street address of 939 West Main Street including the building located thereon commonly known as the El Centro County Courthouse (the "**Courthouse**") and more particularly described and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Dominant Tenement**").

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, certain non-exclusive easements on, over, under, and across the Servient Tenement as described herein below and depicted on **Exhibit "C"** attached hereto and incorporated herein

for the purpose of access to certain utility runs and related equipment required by Grantee for its current use of the Dominant Tenement.

D. Grantor further desires to grant to Grantee, and Grantee desires to accept from Grantor, a non-exclusive easement on, over, under, and across the Servient Tenement as depicted on, and labelled as, the "Reciprocal Access & Utility Easement" on the drawing attached as parts of **Exhibit "A"** (the "**General Access Area**") for the purpose of ingress and egress to the Dominant Tenement as Grantee may reasonably require in connection with its continued operation, use, maintenance, replacement, and repair of the Courthouse and adjacent parking.

**NOW, THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Grant of Easement.

1.1. Grantor hereby grants to Grantee a non-exclusive easement on, over, under, through, and across the Servient Tenement for the purpose of ingress, egress, and access to those portions of the Dominant Tenement described below and depicted on **Exhibit "C"** as Grantee may reasonably require in connection with its continued operation, use, maintenance, replacement, and repair of the utility service runs and related equipment (each a "**Required Access Area**"). The Required Access Areas are described as follows and are depicted on the drawing attached hereto as **Exhibit "C."**

(a) The sewer line running through State Street, under and through the Servient Tenement to the southern boundary of the Dominant Tenement;

(b) The electric utility service run from State Street, under and through the Servient Tenement to the transformer and meter located on the northeast corner of the DPW Building and continuing from there under and through the Servient Tenement to the southern boundary of the Dominant Tenement;

(c) The natural gas line running from State Street, under and through the County Parcel and APCD Building to the southern boundary of the Courthouse Parcel;

(d) The copper communications cable running from State Street under and through the Servient Tenement and DPW Building to the southern boundary of the Dominant Parcel; and

(e) The telephone line running from State Street under and through the Servient Tenement to the southern boundary of the Dominant Tenement.

1.2. Grantor hereby further grants to Grantee a general non-exclusive easement on, over, under, and across the General Access Area of the Servient Tenement as depicted

on, and labelled as, the "Reciprocal Access & Utility Easement" on the drawings attached as parts of **Exhibit "A"** for the purpose of ingress and egress to the Dominant Tenement as Grantee may reasonably require in connection with its continued operation, use, maintenance, replacement, and repair of the Courthouse and adjacent parking. This general easement does not increase, decrease, or modify in any way the rights and responsibilities of Grantor or Grantee set forth in the certain "First Amendment to Transfer Agreement between the Judicial Council of California and the County of Imperial" dated June 28, 2011, with respect to parking on the Servient Tenement.

1.3. The easements granted in sections 1.1 and 1.2 above are appurtenant to and for the benefit of the Dominant Tenement and run with the Dominant Tenement and are burdens on the Servient Tenement and shall hereafter be referred to as an "**Easement**" or together as the "**Easements**."

1.4. Grantee acknowledges that the DPW Building and APCD Building are used by Grantor as County buildings and that as a consequence, Grantee must at all times schedule and perform its work in the Required Access Areas in such a manner as to not interfere with the regular business operations of the DPW Building or APCD Building as the case may be. Grantee must provide not less than 48 hours prior notice of its need to access the Required Access Areas except in the event of an emergency when Grantee may proceed immediately after providing telephonic notice thereof to Grantor.

1.5. Effective immediately upon the permanent removal from service of all or any discrete portion of the utility service runs or related equipment identified in section 1.1 above, the Easement with respect to the Required Access Area wherein that utility service run and related equipment is located, shall be deemed automatically terminated.

2. Indemnity. At all times that Grantee or its contractors is present at or on the Servient Tenement pursuant to the rights granted under this Easement Agreement, Grantee must comply with the insurance requirements for its contractors as required by section 3 below, and should Grantee or its contractors damage Grantor's property during the course of accessing a Required Access Area service run pursuant to this Easement Agreement, Grantee will be responsible for the repair of any such damage, and to the extent permitted by law, will and hereby does indemnify, defend, and hold Grantor harmless from and against all related claims and damages.

3. Third-Party Contractor Insurance. Insofar as Grantee will cause any third party contractors to be present on or at Grantor's property pursuant to this Easement Agreement, Grantee will require each such contractor to: (a) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on or at Grantor's property; (b) name Grantor, Grantee, and the Superior Court of California, County of Imperial ("**Court**") as additional insureds by specific endorsement to their general liability policies; (c) provide a waiver of subrogation

in favor of Grantor and Grantee with respect to all property insurance policies; and (d) provide to Grantor and Grantee a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless Grantor and Grantee otherwise agree, all such contractors must indemnify, defend, and hold harmless the Grantor, Grantee, the Court, and their respective officers, judicial officers, employees, and agents from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by such contractors under their contracts, and neither Grantor or Grantee waives any right of recovery or subrogation against the other in respect of their contractual arrangements with such contractors.

4. Right of Relocation. Grantee acknowledges that Grantor shall have the right, from time to time, to relocate the Required Access Areas described in section 1.1 above to different locations on the Servient Tenement, at the sole cost and expense of, and in the sole discretion of Grantor, provided the new location is of comparable convenience as the location identified in this Easement Agreement. At the request of Grantor or Grantee, upon any such relocation, an amendment to this Easement Agreement shall be recorded showing the relocated Required Access Area and quitclaiming Grantee's right in the old Required Access Area location.


5. Transfer of Servient Tenement or Dominant Tenement. In the event that either (a) Grantor intends to transfer the Servient Tenement, or (b) Grantee intends to transfer the Dominant Tenement, to an unrelated third party, then Grantor and Grantee will prepare and record prior to any such transfer a new easement agreement that terminates this Easement Agreement and replaces it with mutually agreeable legal descriptions of each Required Access Area prepared by a licensed surveyor. The cost and expense of preparing this replacement easement shall be borne entirely by the transferring party.

6. Successors and Assigns. This Easement Agreement shall bind and inure to the benefit of, respectively, the heirs, personal representatives, successors, and assigns of the parties hereto, and to all successors in interest to all or any portion of the Servient Tenement and the Dominant Tenement, respectively. The covenants set forth in this Easement constitute covenants running with the land pursuant to Section 1468 of the California Civil Code.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

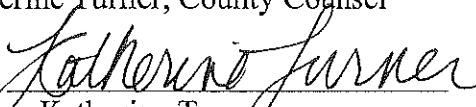
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year set forth below their respective signatures.

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD


By:   
Name: Blanca Acosta  
Title: Clerk of the Board of Supervisors  
Date: 6/20/17

APPROVED AS TO FORM:

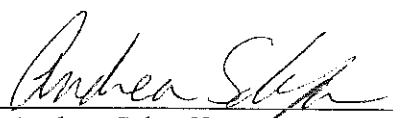
County of Imperial,  
Office of the County Counsel  
Katherine Turner, County Counsel

By:   
Name: Katherine Turner  
Title: County Counsel  
Date: 6/19/17


**"GRANTOR"**  
**COUNTY OF IMPERIAL, a political  
subdivision of the State of California**

By:   
Name: Ralph Cordova, Jr.  
Title: County Executive Officer  
Date: 6/19/17

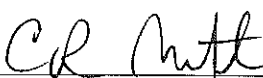
**"GRANTEE"**  
**STATE OF CALIFORNIA  
STATE PUBLIC WORKS BOARD**

By:   
Name: Andrea Scharffer  
Title: Deputy Director  
Date: 7/14/18

**CONSENT:**  
**STATE OF CALIFORNIA  
JUDICIAL COUNCIL OF CALIFORNIA**

By:   
Name: Martin Hoshino  
Title: Administrative Director  
Date: 7/25/17

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

By:   
Name: Charles R. Martel  
Title: Supervising Attorney  
Date: 6-23-2017

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF SERVIENT TENEMENT**

That portion of Tract 91 1/2, Township 16 South, Range 14 East, San Bernardino Meridian, in the City of El Centro, County of Imperial, State of California, lying within portions of Lot 8 of License of Survey Map on file in Book 2, Page 5 in the office of the County Recorder of Imperial County described as follows:

#### **PARCEL 2 – COUNTY DPW BUILDING PARCEL**

The Westerly 244.00 feet of the Southerly 138.00 feet of said Lot 8.

CONTAINING: 0.773 acres, more or less.

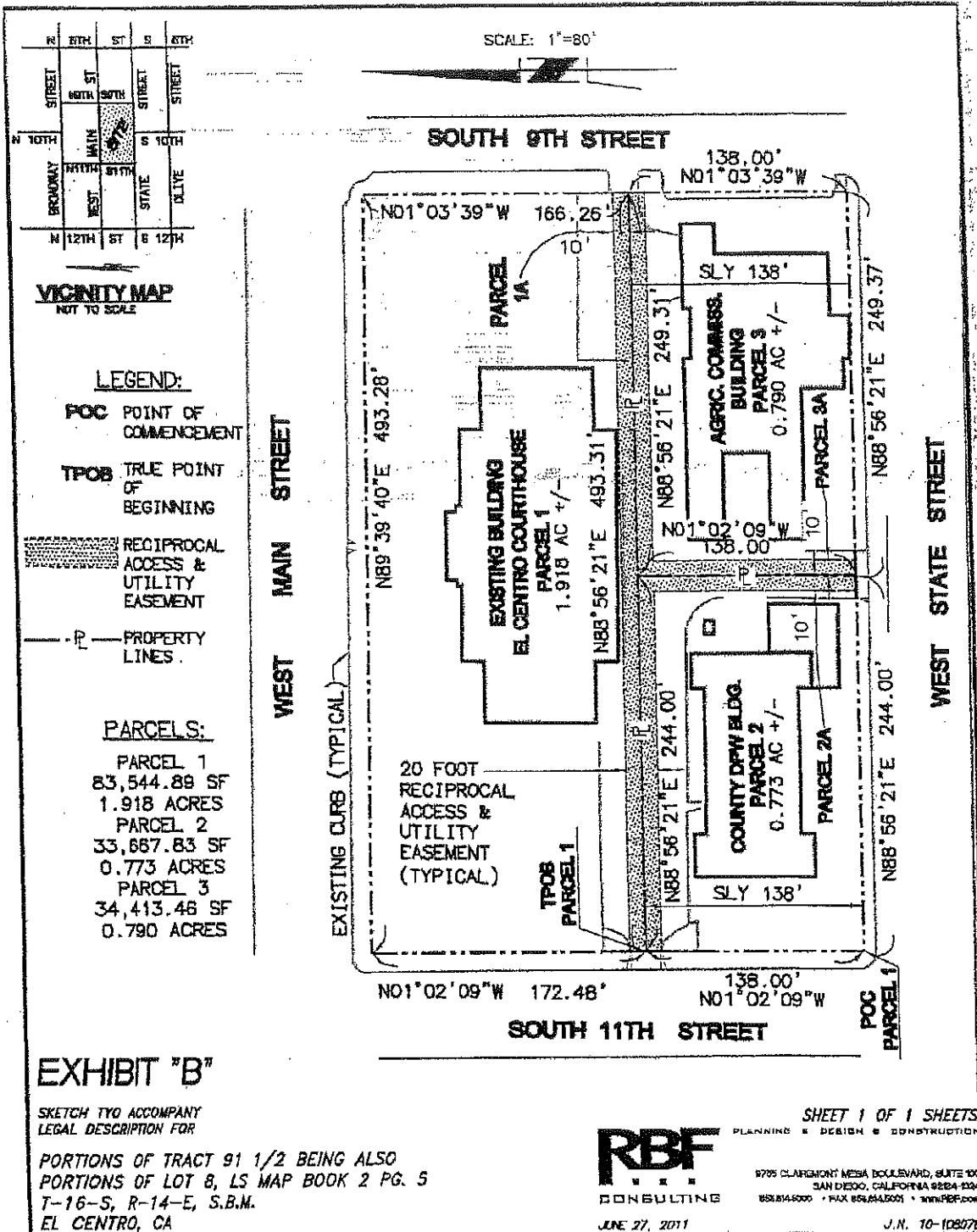
#### **PARCEL 2 – COUNTY DPW BUILDING PARCEL**

The Westerly 244.00 feet of the Southerly 138.00 feet of said Lot 8.

CONTAINING: 0.773 acres, more or less.

**ALL SUBJECT TO** all Covenants, Rights, Rights-of-Way and easements of record.

**EXHIBIT "B"** attached and by this reference made a part hereof.



H:\PDATA\10108076\CADD\MAPPING\EXHIBITS\108076EXH B PLAT.DWG DMARSOLINI 6/27/2011 12:33 PM



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF DOMINANT TENEMENT**

That portion of Tract 91 1/2, Township 16 South, Range 14 East, San Bernardino Meridian, in the City of El Centro, County of Imperial, State of California, lying within portions of Lot 8 of License of Survey Map on file in Book 2, Page 5 in the office of the County Recorder of Imperial County described as follows:

#### **PARCEL 1 – COURT HOUSE PARCEL**

**COMMENCING** at the Southwest corner of said Lot 8; thence northerly along the westerly line thereof North 01° 02'09" West (record North 0°38'00" West per said License of Survey Map) 138.00 feet to the northerly line of the southerly 138.00 feet of said Lot 8 and the **TRUE POINT OF BEGINNING**; thence continuing along said westerly line North 01° 02'09" West, 172.48 feet to a point on the southerly right of way line of West Main Street (80 feet wide); thence leaving said westerly line and easterly along said southerly right of way North 89° 39'40" East 493.28 feet to the easterly line of said Lot 8; thence southerly along said easterly line South 01° 03'39" East (record South 0°38'00" East per said License of Survey Map) 166.26 feet to said northerly line of the southerly 138.00 feet; thence leaving said easterly line and westerly along said northerly line South 88° 56'21" West 493.31 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 1.918 acres, more or less.

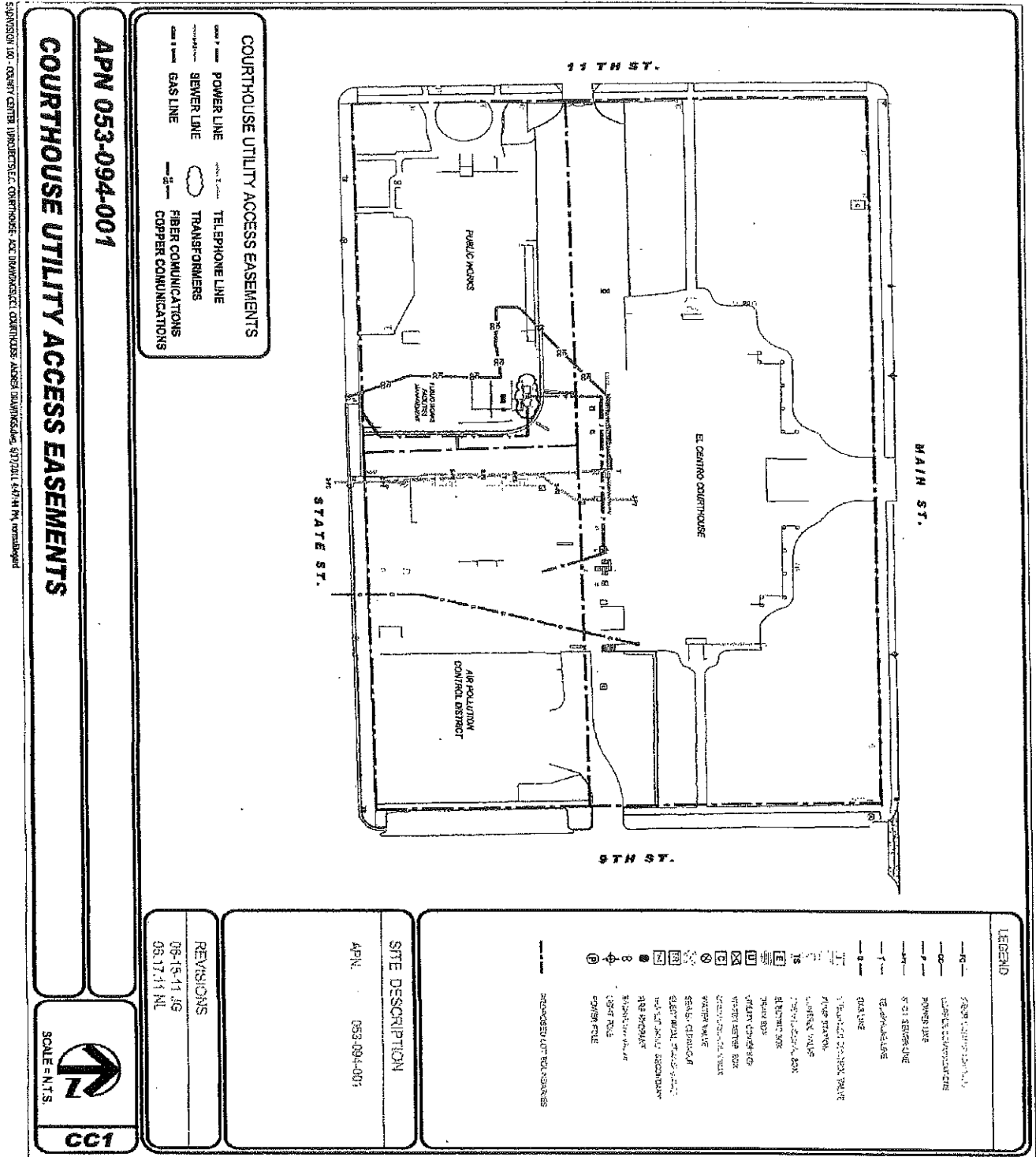
**ALL SUBJECT TO** all Covenants, Rights, Rights-of-Way and easements of record.

**EXHIBIT "B"** attached and by this reference made a part hereof.



# EXHIBIT "C"

## DEPICTION OF REQUIRED ACCESS AREA



## 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

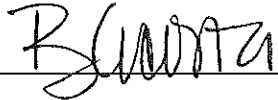
COUNTY OF IMPERIAL

On June 19, 2017 before me, Blanca Acosta, Notary Public, COB personally appeared Ralph Cordova Jr., 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.

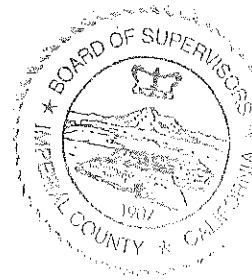
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



GRANTEE'S 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

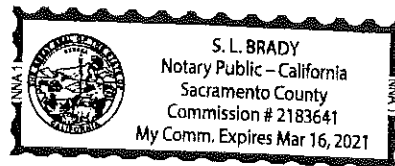
COUNTY OF Sacramento

On 25 July 2017, before me, S.L. Brady, Notary Public, personally appeared Martin Hoshino, 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 S.L. Brady



(Seal)

Agency: Judicial Council of California  
Project Name: El Centro County Courthouse  
Court Facility No.: 13-A1

DGS Parcel No.: 10752  
Assessor Parcel No.: 053-094-001  
County: County of Imperial

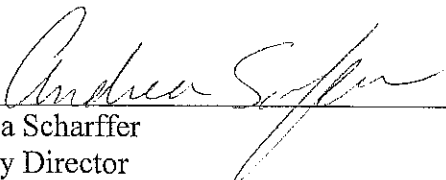
## CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Access Easement and Easement Agreement dated June 19, 2017, from the County of Imperial, a political subdivision of the State of California, to the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on September 14, 2018. The Grantee consents to the recordation thereof by its duly authorized officer.

### Accepted

STATE OF CALIFORNIA  
STATE PUBLIC WORKS BOARD

By: \_\_\_\_\_

  
Andrea Scharffer  
Deputy Director

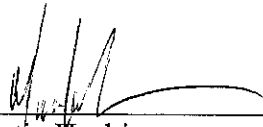
Dated: \_\_\_\_\_

9/14/18

### Consent

JUDICIAL COUNCIL OF CALIFORNIA

By: \_\_\_\_\_

  
Martin Hoshino  
Administrative Director

Dated: \_\_\_\_\_

7/25/17

Approved as to form:

JUDICIAL COUNCIL OF CALIFORNIA  
LEGAL SERVICES

By: \_\_\_\_\_

  
Charles R. Martel  
Supervising Attorney, Real Estate Unit

Dated: \_\_\_\_\_

July 11, 2017