

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 2.11
(ID # 15429)

MEETING DATE:
Tuesday, June 22, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Parcel Map 37433 a Schedule "E" Subdivision in the Temescal Canyon area.
District 2. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Final Parcel Map; and
2. Authorize the Chairwoman of the Board to sign Final Parcel Map 37433.

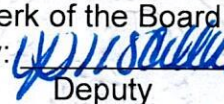
ACTION: Consent


Mark Lancaster, Director of Transportation 6/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 22, 2021
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Final Parcel Map 37433 was approved by the Board of Supervisors on June 09, 2020 as Agenda Item 1.2. Final Parcel Map 37433 is a 5.92 acre subdivision creating 4 commercial lots in the Temescal Canyon area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final parcel map.

All necessary improvements have been installed or will be under the improvement agreements for the CUP03739.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

ATTACHMENTS:

FPM 37433 Vicinity Map

FPM 37433 Mylars


 Jason Farin, Principal Management Analyst 6/15/2021

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

1. Page — of —

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 06/22/2021
4. ORGANIZATION County of Riverside		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, CA 92501		13. RECORDS TRANSFERRED BY: Sue Maxwell	
6. MAIL STOP 1010	7. Name Sue Maxwell PHONE # 951-955-1069 FAX# 951-955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.11 Board Date: 06/22/2021				
	Final Parcel Map No 37433 – District 2				
	Schedule "E" SEC 16 T4S R6W (with Easement & Maintenance Agreement)				

21. RECORDS RECEIVED BY: <i>Maricela Hurtado</i>		30. REMARKS	
22. TITLE <i>ACR Tech 1</i>	23. RECEIVED VIA:		
24. DATE RECEIVED:	25. TIME RECEIVED:		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME/DATE SCANNED TO HOLDING AREA:			
		29. NAME/DATE SCANNED TO LOCATION:	

RECEIVED RIVERSIDE COUNTY
CLERK BOARD OF SUPERVISORS
2021 JUN 23 AM 10:29

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37433

BEING A SUBDIVISION OF LOT B AND A PORTION OF PARCEL 2 AS SHOWN BY PARCEL MAP 17220, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 95, PAGE 45 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BASE CONSULTING GROUP, INC.

MAY 2020

STATEMENT

STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

RETAIN THE EASEMENT INDICATED AS "PRIVATE SEWER EASEMENT" LYING WITHIN AND 2, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, SORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

RETAIN THE EASEMENT INDICATED AS "PRIVATE DRAINAGE EASEMENT" LYING WITHIN AND 3, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, SORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: N EASEMENT OVER ALL OF PARCEL 4 AS SHOWN HEREON. THE DEDICATION IS FOR THE ION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

ORES INC., A TEXAS CORPORATION

Sarah Lynn Longwell
LONGWELL
ANT SECRETARY

April 2, 2021
DATE

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 31,400.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: May 17, 2021

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Dana Madigan, DEPUTY

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 31,400.00

DATE: May 17, 2021

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Dana Madigan, DEPUTY

ACKNOWLEDGMENT

BLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF AL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE SS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

CALIFORNIA
RIVERSIDE

2, 2021 BEFORE ME, BRIDGET GRAD-CLAYTON NOTARY

ONALLY APPEARED SARAH LYNN LONGWELL

TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE RE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT

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TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 31,400.00.

DATE: May 17 2021

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Debra Muehlen DEPUTY



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP 37433 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON 06/09/2020. THE EXPIRATION DATE BEING 06/09/2023; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 6-17 2021

DAVID L. McMILLAN COUNTY SURVEYOR
L.S. 8488 EXPIRES 12/31/2022



BOARD OF SUPERVISORS'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES SAID MAP.

THE OFFER OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENT IS HEREBY NOT ACCEPTED.

DATE: June 22, 2021

ATTEST:

KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: Karen S. Spiegel
CHAIRWOMAN, BOARD OF THE BOARD OF SUPERVISORS

BY: Debra Muehlen DEPUTY



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
TRANSPORTATION DEPARTMENT / BOARD OF SUPERVISORS

2021 JUN 16 PM 12:47

BOARD APPROVAL REQUIRED: Yes No
COUNTY COUNSEL APPROVAL: Yes No

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
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REQUESTED BOARD DATE: 6/22/2021	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
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<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 2		

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 37433 (Schedule "E")
DESCRIPTION: APPROVAL OF FINAL PARCEL MAP

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FPM 37433 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):
THE FINAL PARCEL MAP IS TO BE EXECUTED BY THE CHAIRWOMAN OF THE BOARD. THE FINAL PARCEL MAP IS TO BE DELIVERED TO THE RECORDER.
<i>the Easement and Maintenance Agreement is to be delivered to the Recorder with the map.</i>

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
15429			

BOARD AGENDA DATE: 6/22/21	BOS ITEM NUMBER: 2.11
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6/22/21 2.11
2021-6-150287

Recorded at the Request of:

When Recorded Mail to:

Circle K Stores Inc
255 E Rincon Street, #100
Corona, CA 92879
Attn: Sarah Longwell

Easement and Maintenance Agreement

EASEMENT AND MAINTENANCE AGREEMENT

(Riverside County, CA)

THIS EASEMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) is declared as of 6-22-21, 2021 (the “**Effective Date**”), by **CIRCLE K STORES INC.**, a Texas corporation, with an address of 255 E. Rincon Street, Suite 100, Corona, California 92879 (“**Circle K**”).

RECITALS

A. Circle K is the owner of certain real property located in Riverside County, California, which property is legally described and/or depicted described on Exhibit A (the “**Circle K Property**”).

B. The Circle K Property consists of four (4) platted parcels identified as Parcel 1, Parcel 2, Parcel 3 and Parcel 4 (each referred to herein as a “**Parcel**” and together, the “**Parcels**”) as described and/or depicted on Exhibit B.

C. Circle K desires to grant certain easements over the Circle K Property for (i) vehicular and pedestrian ingress and egress purposes, and (ii) the installation, construction, reconstruction, relocation, operation, inspection and maintenance of an underground storm drain pipeline, which easements shall be appurtenant to the Circle K Property and to establish maintenance obligations over said easements, all on the terms and conditions of this Agreement

D. The record owner from time to time, including successors and assigns, of Parcel 1, Parcel 2, Parcel 3 and Parcel 4, is referred to herein as a “**Parcel Owner**,” and collectively as “**Parcel Owners**.” “Circle K” includes its successors and assigns, including any subsequent record owner of Parcel 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Circle K agrees as follows:

1. **Easements.**

1.1 **Declaration of Reciprocal Easement.** Circle K hereby declares and establishes, as an easement appurtenant to each Parcel, a perpetual non-exclusive easement for the passage of vehicles and pedestrians over any and all driveways, sidewalks and walkways, access ways, curb cuts, entrances and exits as such area shall, from time to time, be developed, altered or modified (the "**Reciprocal Easement**") on the Parcels ("**Reciprocal Easement Area**"). Notwithstanding the foregoing, access to Parcel 4 shall be limited to the employees, guests, invitees, contractors, and vendors of the Riverside County Flood Control and Water Conservation District.

1.2 **Declaration of Storm Drain Easement.** Circle K hereby declares and establishes, as an easement appurtenant to each Parcel, a perpetual non-exclusive easement for the installation, construction, reconstruction, relocation, operation, inspection and maintenance of an underground storm drain pipeline (the "**Storm Drain Easement**") over the real property described and/or depicted on Exhibit C ("**Storm Drain Easement Area**" and together with the Reciprocal Easement Area, the "**Easement Areas**"). The Reciprocal Easement and Storm Drain Easement are collectively referred to as the "**Easements**".

1.3 **Use of Reciprocal Easement Area.** The Reciprocal Easement Area may be used solely for vehicular and pedestrian ingress and egress purposes. This Agreement does not dedicate any of the Reciprocal Easement Area for public use or to the public in any manner whatsoever.

1.4 **Use of Storm Drain Easement Area.** The Storm Drain Easement Area may be used solely for the installation, construction, reconstruction, relocation, operation, inspection and maintenance of an underground storm drain pipeline. Circle K reserves to each Parcel Owner the use and enjoyment of the surface of the Storm Drain Easement Area on such Parcel Owner's Parcel for any and all purposes that do not conflict or interfere with the other Parcel Owners' use of the Storm Drain Easement Area, including, without limitation, the construction of sidewalks, trash enclosures, landscaping, driveways and parking lots (including curb and gutter), except that a Parcel Owner shall not construct or place on the Storm Drain Easement Area on such Parcel Owner's Parcel any permanent buildings or other permanent above-grade improvements (other than improvements similar to those described previously in this sentence) without the prior written consent of each Parcel Owner (which consent shall not be unreasonably withheld or delayed). Each Parcel Owner shall have the right to remove such improvements placed on the Storm Drain Easement Area in violation hereof at the sole cost and expense of the Parcel Owner who constructed such improvement, which cost and expense shall be paid to the correcting Parcel Owner upon thirty (30) days written notice. This Agreement does not dedicate any of the Storm Drain Easement Area for public use or to the public in any manner whatsoever.

1.5 **Maintenance of Easement Areas.** Each Parcel Owner shall maintain in good condition and repair, or cause to be maintained and kept in repair, the Reciprocal Easement Area located on their respective Parcels. The Parcel Owners of Parcels 1, 2 and

3, as identified on Exhibit B, shall jointly maintain in good condition and repair, or cause to be maintained and kept in repair, the Storm Drain Easement Area. Each Parcel Owner shall have the right of ingress and egress to and across the Parcels to inspect, maintain, repair and/or reconstruct the Easement Areas as may be reasonably necessary in connection therewith. Each Parcel Owner agrees to restore the surface of the Easement Areas to substantially the same condition in which same was found before such work was undertaken.

2. **Insurance and Indemnification.** Commencing with the date of this Agreement and hereafter, each Parcel Owner shall, at its own expense, maintain commercial general liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about the Easement Areas in a combined single limit amount of not less than One Million Dollars (\$1,000,000). Each Parcel Owner shall provide the other Parcel Owners with evidence of such insurance within five (5) days after request therefore. Each Parcel Owner will indemnify each other Parcel Owner and hold each other Parcel Owner harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property or any of the above, to the extent caused by any negligent act or omission or willful misconduct of such Parcel Owner, its tenants, subtenants, agents, employees, licensees or invitees on the Easement Areas. Each Parcel Owner will indemnify, defend and hold each other party harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including without limitation costs and reasonable attorney's fees) arising out of, or in any way related to, a Parcel Owner's failure to comply with the terms and conditions of this Agreement. The indemnifying Parcel Owner shall give prompt and timely notice of any claim made or suit or action commenced against the Parcel Owner(s) which in any way would result in indemnification under this Agreement. The insurance coverage required under this Section 2 shall extend to any liability of the Parcel Owners arising out of the above indemnities.

3. **Default.** If a Parcel Owner fails to perform, fulfill or observe any agreement contained in this Agreement to be performed, fulfilled or observed by it, which failure shall continue for thirty (30) days following written notice thereof, the other Parcel Owners (whether one or more acting individually or collectively) may, at its election, cure such failure or breach on behalf of the defaulting Parcel Owner. The thirty (30) day cure period shall not apply (a) in the case of an emergency in which event an immediate cure shall be required, and (b) where a default is not susceptible of cure within thirty (30) days and the defaulting party commences the performance, fulfillment or observance within the thirty (30) day period and diligently prosecutes the same thereafter. Any amount expended by the curing party for such purpose shall be due and payable upon delivery of an invoice, together with interest at the lower of (y) the rate of ten percent (10%) per annum, or (z) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall become due to the date of payment in full ("**Interest**"). With respect to any amounts for which payment has not been made within thirty (30) days following receipt of an invoice therefore, the curing Parcel Owner shall have the right to create a lien upon the defaulting Parcel Owner's property in order to secure payment of the amounts, plus Interest, owing to the curing party. Any such lien shall attach and take effect upon recordation by the curing party of a claim of lien in the office of the Recorder or Registrar of the County in which the applicable property is located.

4. **[Reserved.]**

5. **Successors.** This Agreement shall not be terminated by (a) the voluntary dissolution of Circle K or any parent, subsidiary or successor of Circle K; (b) merger whereby Circle K (or such parent, subsidiary or successor of Circle K) is not the surviving or resulting entity; or (c) any transfer of substantially all of the assets of Circle K. In the event of any such merger or consolidation or transfer of assets, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the surviving or resulting corporation or the corporation to which such assets shall be transferred.

6. **Assignment.** A Parcel Owner shall have the right to assign or delegate all or any portion of its rights and obligations under this Agreement to any lessee of such Parcel Owner's Parcel from time to time.

7. **Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the assigns and successors of the parties to this Agreement, and any subdivision thereof, and inure to the benefit of each of the Parcel Owners and the Circle K Property, and any subdivision thereof, and/or the Circle K Property, or any subdivision thereof, to a third party.

8. **Notice.** Any notice to be given by one Parcel Owner hereto shall be personally delivered, sent by confirmed facsimile transmission, sent by registered or certified mail or sent by a nationally recognized courier service that issues a receipt to the other parties hereto at the addresses set forth in the property tax records of such receiving Parcel Owner, in each case to the attention of the President if the party receiving notice is a business entity, and with a copy in Circle K's case to its Legal Department, and shall be deemed given upon the earlier of personal delivery, the date postmarked, delivery to such courier or the refusal to accept such service. Any Parcel Owner shall have the right from time to time to change its address for notices by notice given to the receiving party.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Cumulative Rights.** Each and all of the various rights, powers and remedies of the Parcel Owners in this Agreement shall be considered as cumulative with and in addition to any other rights, powers or remedies of such Parcel Owners, and no one of them is exclusive of the others or, is exclusive of any other rights, powers and remedies allowed by law. The exercise or partial exercise of any right, power or remedy shall neither constitute the election thereof nor the waiver of any other power or remedy.

11. **Amendment.** This Agreement may be modified or amended only by written instrument executed by all Parcel Owners and recorded in the property records of Riverside County, California. Notwithstanding any provision in the Agreement to the contrary, the following provision shall apply: This Agreement shall not be terminated, "substantially" amended, or

property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside, or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage or maintenance of the reciprocal easement established pursuant to this Agreement.

12. **Severability**. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any party or person by judgment or court order, in no way affects any of the other provisions hereof or the application thereof to any other party or person, and the provisions will remain in full force and effect.

IN AGREEMENT, Circle K has executed this Agreement as of the Effective Date.

CIRCLE K STORES INC.



By 

Name: George Wilkins

Title: Vice President Operations, West Coast

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of April _____, 2021 by George Wilkins, Vice President Operations, West Coast of Circle K Stores Inc., a Texas corporation, on behalf of the corporation.

Please see attached certificate

Notary Public

THIS INSTRUMENT DRAFTED BY:

CIRCLE K STORES INC.
Attn: Real Estate
255 E. Rincon, Suite 100
Corona, California 92879

CALIFORNIA 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 Riverside }

On April 21, 2021 before me Jennifer Seely, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared George Wilkins
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.

JM Seely
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Easement & Mtn Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- | | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer – Title(s): _____ | <input type="checkbox"/> Corporate Officer – Title(s): _____ |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

EXHIBIT A
TO EASEMENT AGREEMENT

CIRCLE K PROPERTY
LEGAL DESCRIPTION
(Corona, CA)

[Parcels 1, 2, 3, and 4, as shown by Parcel Map _____, in the County of Riverside, State of California, as shown by Map on file in Book ____, Page ____ of Parcel Maps, Records of Riverside County, California.]

EXHIBIT B
TO EASEMENT AGREEMENT

PLAT / PARCEL DEPICTION
(Corona, CA)

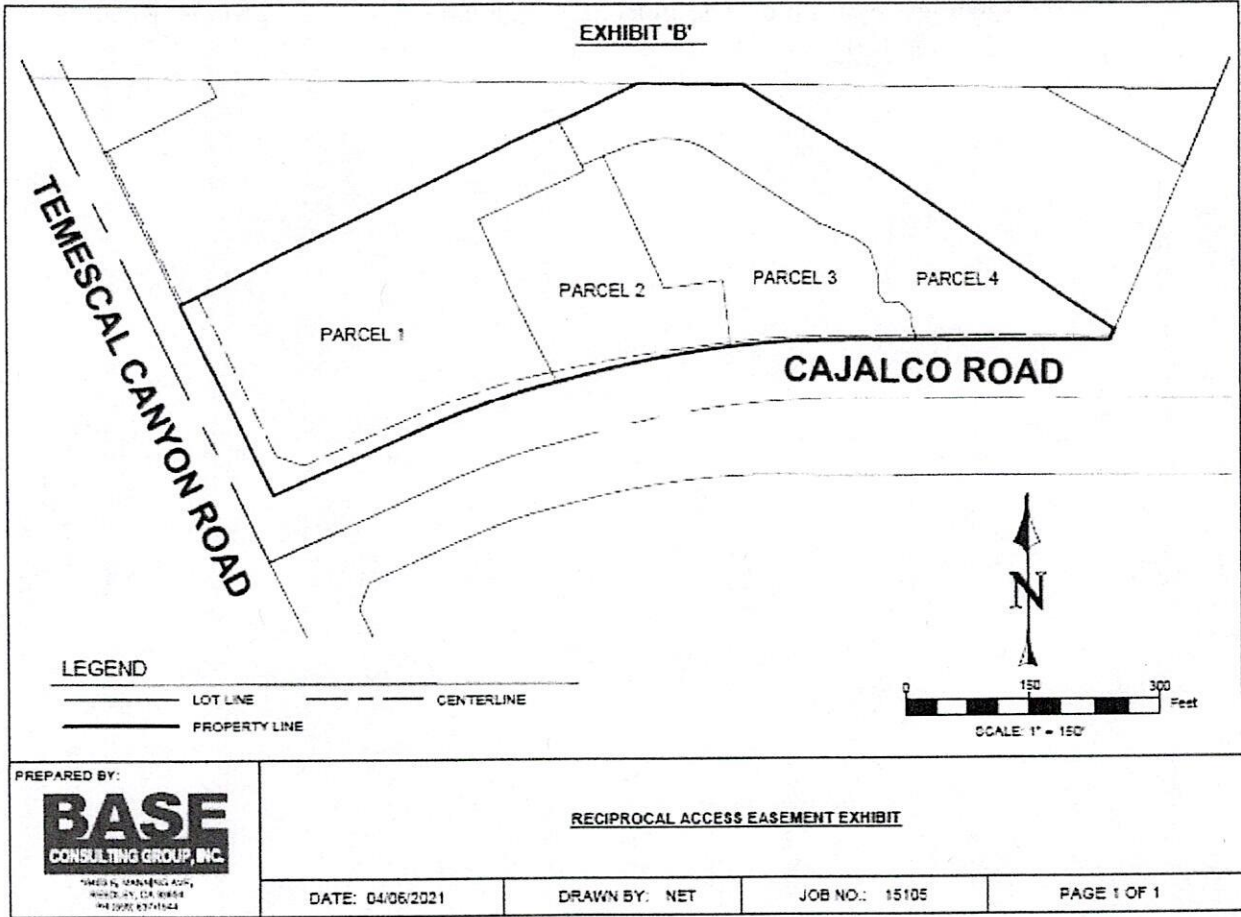
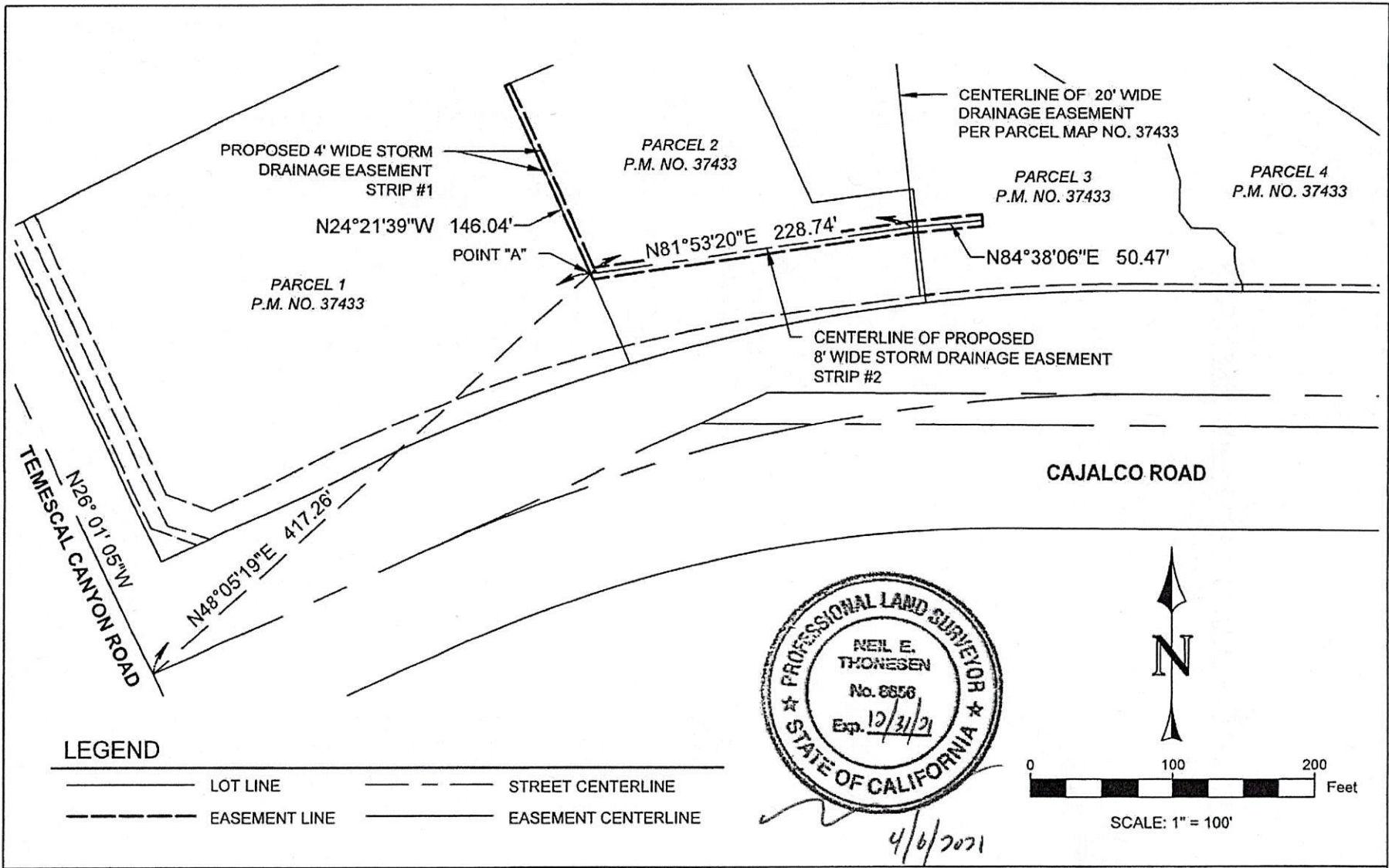


EXHIBIT C
TO EASEMENT AGREEMENT

STORM DRAIN EASEMENT AREA DEPICTION
(Corona, CA)



PREPARED BY:
BASE
 CONSULTING GROUP, INC.
 16453 E. MANNING AVE.
 REEDLEY, CA 93654
 PH:(559) 637-1544

STORM DRAIN EASEMENT AND MAINTENANCE AGREEMENT EXHIBIT

DATE: 04/06/2021	DRAWN BY: NET	JOB NO.: 15105	PAGE 1 OF 1
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