

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



**ITEM: 3.14
(ID # 19306)**

MEETING DATE:

Tuesday, October 04, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2022-152 Authorization to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010, By Grant Deed to the State of California, CEQA Exempt; District 2 [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or Common Sense exemption;
2. Adopt Resolution No. 2022-152, Authorization to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010, by Grant Deed to the State of California;
3. Approve the attached Grant Deed and authorize the Chairman of the Board to execute the Grant Deed to complete the transfer of real property;

Continued on page 2


ACTION:


Rose Salgado, Director of Facilities Management 9/3/2022

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: October 4, 2022
xc: FM, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the attached Datedown Certificate and authorize the Chairman of the Board to execute the Datedown Certificate on behalf of the County;
5. Approve the attached Non-Exclusive License for the Use of Real Property and authorize the Chairman of the Board to execute the Non-Exclusive License for the Use of Real Property on behalf of the County;
6. Approve the attached Tunnel Easement Agreement and authorize the Chairman of the Board to execute the Tunnel Easement Agreement and Certificate of Acceptance on behalf of the County;
7. Approve the attached Generator Easement Agreement and authorize the Chairman of the Board to execute the Generator Easement Agreement and Certificate of Acceptance on behalf of the County;
8. Approve the attached Access Easement Deed and authorize the Chairman of the Board to execute the Easement Deed on behalf of the County;
9. Authorize the Director of Facilities Management, or her designee, to take any and all actions necessary to document and complete this transaction;
10. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of Board approval; and
11. Direct the Clerk of the Board to return two (2) copies of each agreement to Facilities Management.

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: None			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 30, 2022, per Minute Order 3.18, the Board of Supervisors approved Resolution No. 2022-151, Declaration of Exempt Surplus Real Property and Notice of Intention to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010, by Grant Deed to the State of California (State), to

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

transfer the Hall of Justice courthouse to the Judicial Council of California, Administrative Office of the Courts (JC-AOC).

The transfer is made pursuant to the May 8, 2007, Minute Order 3.8, and Senate Bill 1732, in which the Board of Supervisors approved the Transfer Agreement for the Transfer of Responsibility for Court Facility for the Hall of Justice (Transfer Agreement) court building in Riverside to the JC-AOC. The Transfer Agreement enabled the transfer of responsibility for funding and operation until the financing obligation was satisfied. Upon the satisfaction of full finance repayment, the County of Riverside (County) was to transfer title to the property to State of California (State).

The County now seeks to effectuate the transfer of ownership for the Hall of Justice through the attached Datedown Certificate and as outlined in the Transfer Agreement and an Amendment approved on January 30, 2009 per Minute Order 3.8 (Amendment). The Datedown Certificate certifies and warrants that the State and County have fulfilled their obligations per the Transfer Agreement and Amendment to effectuate the transfer of title for the Hall of Justice.

In addition to transferring ownership, the County and State agreed to issue additional agreements and easements to maintain functionality for the JC-AOC's operation of the Hall of Justice and the County's operation of the Riverside Historic Courthouse and Robert Presley Detention Center. Pursuant to the Transfer Agreement, the State will issue a Non-Exclusive License Agreement for Use of Real Property (License Agreement), which will allow the County to access the telecommunications room (Room 142) in the Hall of Justice for the operation and maintenance of the COR-VOIP System formerly identified as the "LIM Equipment." The State will also issue a tunnel easement to the County pursuant to the attached Tunnel Easement Agreement (Tunnel Easement) to allow access from the Robert Presley Detention Center to the Hall of Justice, and a Generator Easement Agreement (Generator Easement) to enable the County to maintain the back-up generator that services the Historic Courthouse.

The State requests an Easement Deed (Easement) for ingress and egress purposes through the County owned property identified by Assessor's Parcel Number 215-281-010 (County Property). This Easement will provide the JC-AOC staff with an approximate 3,180 square foot access path through the County Property to the Hall of Justice secured parking area.

Pursuant to Government Code Section 25365, the County may transfer to the State without a vote of the electors of the County first being taken, any real or personal property belonging to the County. Resolution No. 2022-152 has been reviewed and approved by County Counsel as to legal form.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or Common Sense exemption.

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

Resolution No. 2022-152, the Grant Deed, Datedown Certificate, Non-Exclusive License Agreement, Tunnel Easement Agreement, Generator Easement Agreement, and Easement Deed have all been reviewed and approved by County Counsel.

Impact on Citizens and Businesses

This transfer will enable the State to continue to provide necessary court services to residents and businesses of Riverside County.

ATTACHMENTS:

- Resolution No. 2022-152
- Grant Deed
- Datedown Certificate
- Non-Exclusive License Agreement
- Tunnel Easement Agreement
- Generator Easement Agreement
- Access Easement Deed
- Notice of Exemption
- Aerial Map



Meghan Hahn, Senior Management Analyst 9/22/2022



Aaron Gettis, Deputy County Counsel 9/20/2022

1 Board of Supervisors

County of Riverside

2
3 RESOLUTION NO. 2022-152

4
5 RESOLUTION OF THE BOARD OF SUPERVISORS OF
6 THE COUNTY OF RIVERSIDE AUTHORIZING THE CONVEYANCE OF FEE SIMPLE INTEREST
7 IN REAL PROPERTY LOCATED IN IN THE CITY OF RIVERSIDE,
8 COUNTY OF RIVERSIDE, CALIFORNIA, IDENTIFIED BY ASSESSOR’S PARCEL NUMBERS
9 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, AND PORTIONS
10 OF 215-281-010 BY GRANT DEED TO THE STATE OF CALIFORNIA
11

12 WHEREAS, the County of Riverside (“County”) is the owner of certain real property in the
13 City of Riverside, County of Riverside, State of California, with Assessor’s Parcel Numbers 215-281-004,
14 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010 (the
15 “Property”);

16 WHEREAS, the Property consists of 2.85 acres with improvements consisting of a 168,000
17 square foot courthouse building;

18 WHEREAS, on August 30, 2022, the County deemed the Property no longer required for
19 County uses or purposes and the Property was declared exempt surplus land under the Surplus Land Act
20 (SLA) pursuant to California Government code Section 54221 et seq. because the Property is being
21 transferred to another local, state, or federal agency for the agency's use;

22 WHEREAS, this transfer is made pursuant to the May 8, 2007, Minute Order 3.8, and Senate
23 Bill 1732, in which the Board of Supervisors approved the Transfer Agreement for the Transfer of
24 Responsibility for Court Facility for the Hall of Justice (Transfer Agreement) court building in Riverside
25 to the JC-AOC, which enabled the transfer of responsibility for funding and operation until the financing
26 obligation was satisfied, and that upon the satisfaction of full finance repayment, the County of Riverside
27 was to transfer title to the property to State of California (State);
28

FORM APPROVED COUNTY COUNSEL
BY:  RYAND YABKO
DATE: 9/13/22

OCT 04 2022 3.14

1 WHEREAS, in 2014, the County issued its final payment pertaining to the finance
2 obligations and desired to execute the Datedown Certificate to warrant the County's fulfilled its obligations
3 per the Transfer Agreement;

4 WHEREAS, pursuant to Government Code Section 25365, the County may transfer interests
5 in real property or interest therein, belonging to the County to another public agency, upon the terms and
6 conditions as agreed upon and without complying with any other provisions of the Government Code if the
7 property or interest therein to be conveyed is not required for County use;

8 WHEREAS, the County desires to transfer the Property to the State of California, and the
9 State of California and County concur that it would be in both parties' best interest to transfer ownership of
10 the Property to the State of California;

11 WHEREAS, in addition to transferring ownership, the County and State agreed to issue
12 additional agreements and easements to maintain functionality for the JC-AOC's operation of the Hall of
13 Justice and the County's operation of the Riverside Historic Courthouse and Robert Presley Detention
14 Center, including a Non-Exclusive License Agreement for Use of Real Property, which will allow the
15 County to access the telecommunications room (Room 142) in the Hall of Justice for the operation and
16 maintenance of the COR-VOIP System formerly identified as the "LIM Equipment," a Tunnel Easement
17 Agreement to the County to allow access from the Robert Presley Detention Center to the Hall of Justice,
18 and a Generator Easement Agreement to enable the County to maintain the back-up generator that services
19 the Historic Courthouse;

20 WHEREAS, the State also requests an Easement Deed for ingress and egress purposes
21 through the County owned property identified by Assessor's Parcel Number 215-281-010 (County
22 Property), which will provide the JC-AOC staff with an approximate 3,180 square foot access path through
23 the County Property to the Hall of Justice secured parking area; and

24 WHEREAS, the County has reviewed and determined that the purchase of the Property is
25 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA
26 Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule
27 or "Common Sense" Exemption: now, therefore,

28

1 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the Board of
2 Supervisors of the County of Riverside ("Board"), in regular session assembled on October 4, 2022, at 9:30
3 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the
4 County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the
5 evidence and information presented on the matter, as it relates to this acquisition, this Board:

6 1. Has determined that the proposed acquisition project is categorically exempt from
7 CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and
8 Section 15061(b)(3), General Rule or "Common Sense" Exemption; and

9 2. Authorizes the conveyance to State of California the following described real
10 property: real property in the City of Riverside, County of Riverside, State of California, of Assessor's
11 Parcel Numbers 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and
12 portions of 215-281-010, as more particularly described in Exhibit "A" and Exhibit "B", attached hereto
13 and thereby made a part hereof.

14 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board hereby
15 approves the transfer of the Property between the County of Riverside and the State of California and
16 authorizes the Chairman of the Board to execute the Grant Deed, Datedown Certificate, Non-Exclusive
17 License Agreement, Tunnel Easement Agreement, Generator Easement Agreement, and Easement Deed on
18 behalf of the County.

19 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of
20 Facilities Management or designee, is authorized to execute any other documents and administer all actions
21 necessary to complete the conveyance of real property.

22 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
23 Board to submit the Notice of Exemption to the County Clerk for posting within five (5) days of approval
24 of this project.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
26 Board of Supervisors has given notice hereof pursuant to California Government Code Section 6063.

2
3 RESOLUTION NO. 2022-152

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF
5 THE COUNTY OF RIVERSIDE AUTHORIZING THE CONVEYANCE OF FEE SIMPLE
6 INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF
7 RIVERSIDE, CALIFORNIA, IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 215-281-004,
8 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, AND PORTIONS OF 215-281-
9 010 BY GRANT DEED TO THE STATE OF CALIFORNIA

10 ADOPTED by Riverside County Board of Supervisors on October 4, 2022.

11 ROLL CALL:

12 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt

13 Nays: None

14 Absent: None

15
16
17 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
18 Supervisors on the date therein set forth.

19
20 KECIA R. HARPER, Clerk of said Board

21 By: Bryanna Smith

22 Deputy

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

Block 11, Range 6 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California.

TOGETHER WITH that portion of Eleventh Street, as vacated by City of Riverside Resolution No. 17050, a certified copy of which was recorded on November 1, 1989 as Instrument Number 381397, records of Riverside County and more particularly described as follows:

That portion of Eleventh Street, as per Map of the Town of Riverside, on file in Book 7, Page 17 of Maps, records of San Bernardino County, State of California, lying northeasterly of the southwesterly prolongation of the northwesterly line of Block 10, Range 6 of said map and lying northwesterly of the southwesterly prolongation of the southeasterly line of said Block 10, Range 6.

EXCEPTING THEREFROM those portions of Block 11, Range 6 and Eleventh Street as shown by Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at the northeast corner of said Block 11, Range 6; thence South $28^{\circ}59'57''$ West along the westerly line of Orange Street 168.90 feet; thence North $61^{\circ}07'51''$ West 49.63 feet; thence North $28^{\circ}52'09''$ East 32.04 feet; thence North $60^{\circ}59'56''$ West 109.30 feet; thence North $29^{\circ}04'33''$ East 34.26 feet; thence North $60^{\circ}53'47''$ West 3.85 feet; thence North $28^{\circ}50'13''$ East 155.16 feet; thence North $60^{\circ}59'21''$ West 167.77 feet to a point on the southwesterly prolongation of the northwesterly line of said Block 10, Range 6; thence North $28^{\circ}59'27''$ East along said southwesterly prolongation 13.58 feet to the southwest corner of said Block 10, Range 6; thence South $60^{\circ}59'21''$ East along the southerly line of said Block 10, Range 6 a distance of 331.01 feet to the southeast corner of said Block 10, Range 6; thence South $28^{\circ}59'57''$ West along the southwesterly prolongation of the southeasterly line of said Block 10, Range 6 a distance of 66.00 feet to the POINT OF BEGINNING.

Prepared by:
TRANSTECH ENGINEERS, INC.

David B. Ragland
David B. Ragland, J.S. 5173

3/12/20
Date



EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF THE LAND

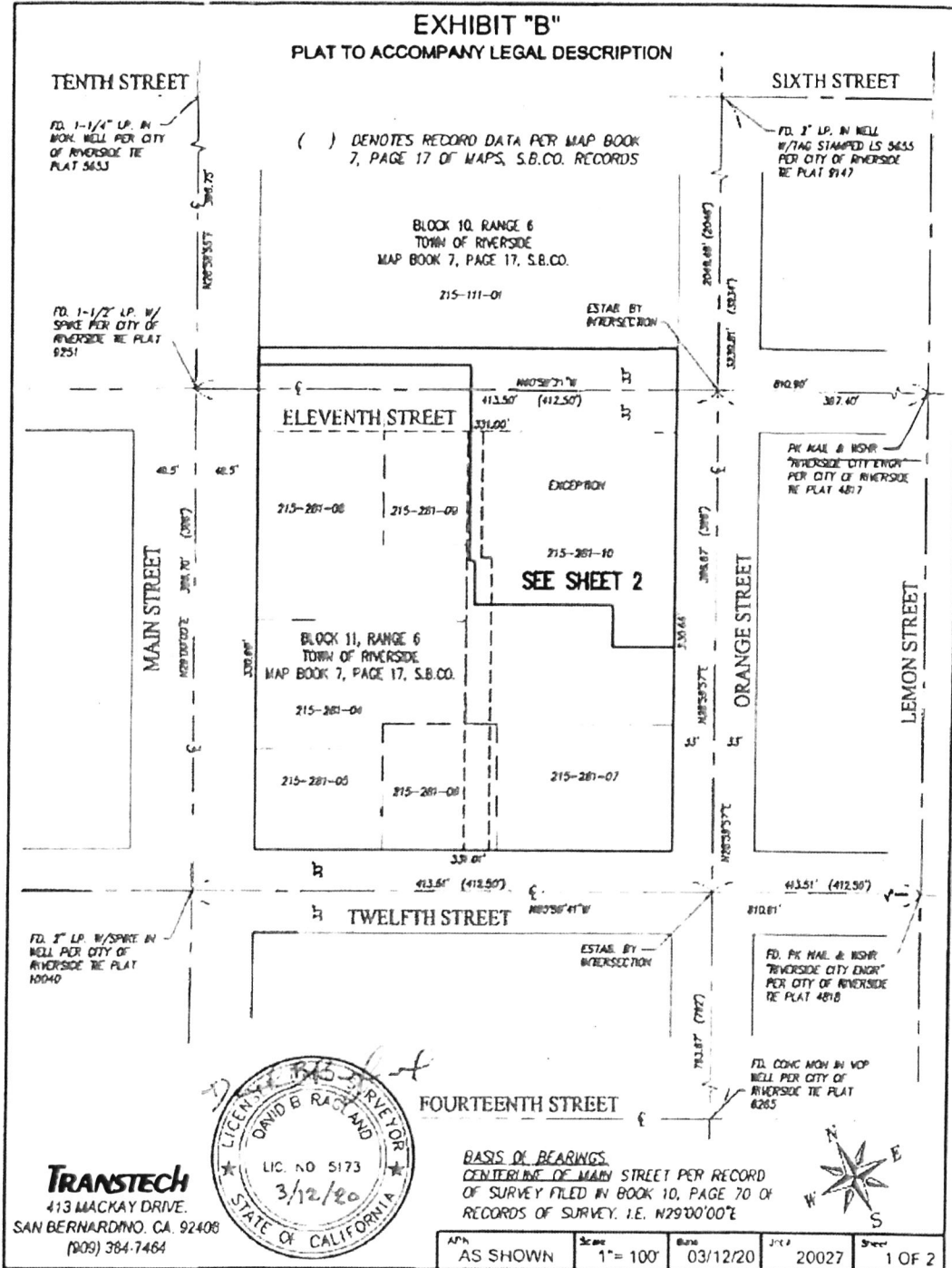
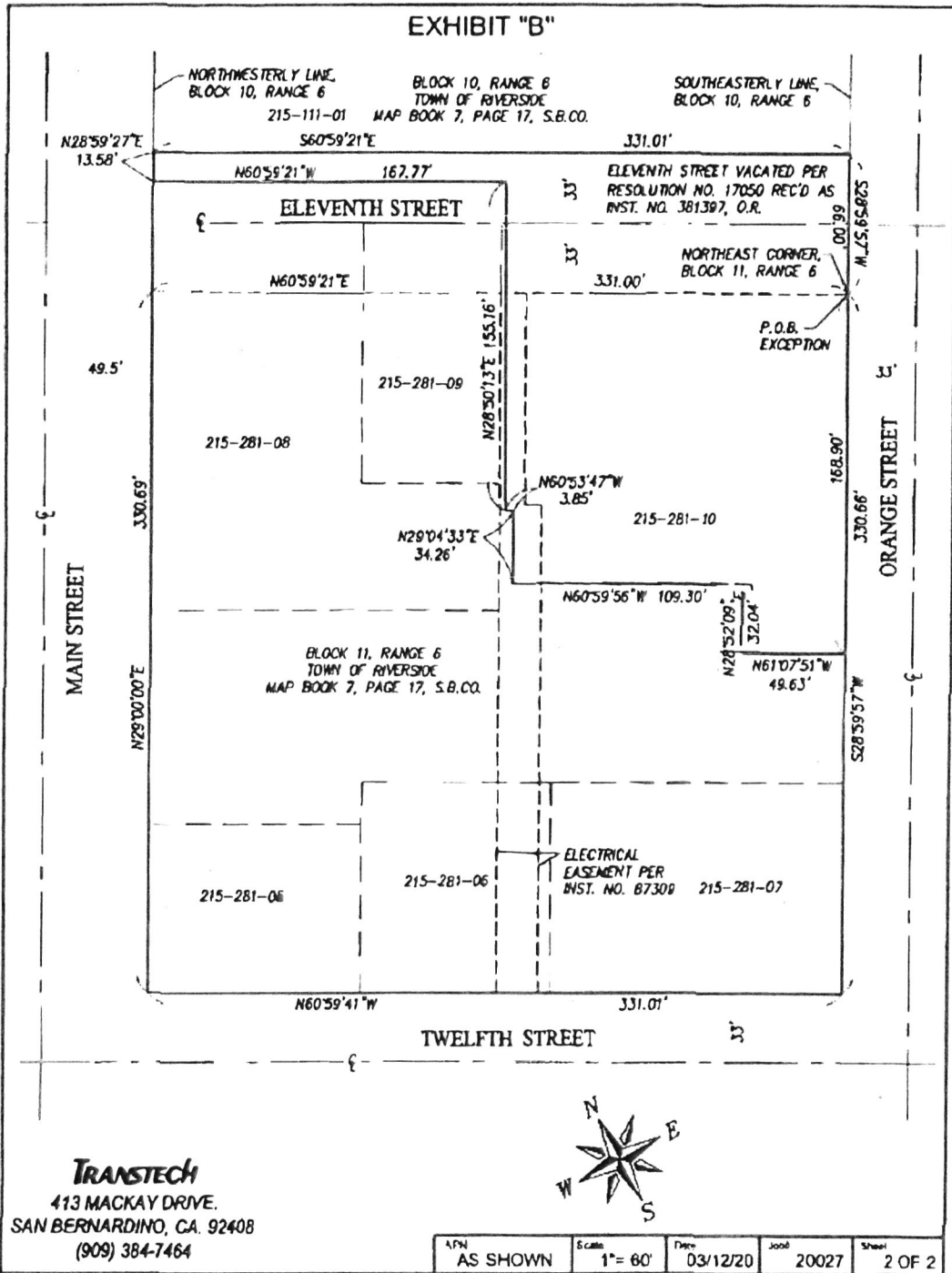


EXHIBIT "B"



TRANSTECH

413 MACKAY DRIVE.
SAN BERNARDINO, CA. 92408
(909) 384-7464



APN AS SHOWN	Scale 1" = 60'	Date 03/12/20	Job 20027	Sheet 2 OF 2
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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

JUDICIAL COUNCIL OF CALIFORNIA
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 95833
Attn: Manager, Real Estate

<p>OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.</p>	<p>SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY</p>
<p>GRANT DEED</p>	<p>Agency: Judicial Council of California Project: Hall of Justice, #33-A3</p>
<p>APN: 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, Portions of APN: 215-281-010; County of Riverside</p>	
<p>COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereby GRANTS to the STATE OF CALIFORNIA the following described real property situated in the State of California, County of Riverside:</p> <p style="text-align: center;">See Exhibits “A” and “B” consisting of three (3) pages attached hereto and by this reference made a part hereof.</p> <p>Dated: <u>10/4/2022</u></p>	
<p>ATTEST: Kecia R. Harper Clerk of the Board</p> <p>By: <u>Breanna Smith</u></p> <p>APPROVED AS TO FORM County Counsel</p> <p>By: <u>Ryan Yabko</u> Name: Ryan Yabko Title: Deputy County Counsel</p>	<p>GRANTOR:</p> <p>COUNTY OF RIVERSIDE, a political subdivision of the State of California</p> <p>By: <u>Jeff Hewitt</u> Name: Jeff Hewitt Title: Chair, Board of Supervisors</p>

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF THE LAND

Block 11, Range 6 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California.

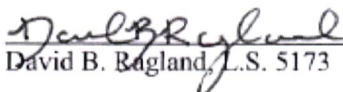
TOGETHER WITH that portion of Eleventh Street, as vacated by City of Riverside Resolution No. 17050, a certified copy of which was recorded on November 1, 1989 as Instrument Number 381397, records of Riverside County and more particularly described as follows:

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EXCEPTING THEREFROM those portions of Block 11, Range 6 and Eleventh Street as shown by Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at the northeast corner of said Block 11, Range 6; thence South 28°59'57" West along the westerly line of Orange Street 168.90 feet; thence North 61°07'51" West 49.63 feet; thence North 28°52'09" East 32.04 feet; thence North 60°59'56" West 109.30 feet; thence North 29°04'33" East 34.26 feet; thence North 60°53'47" West 3.85 feet; thence North 28°50'13" East 155.16 feet; thence North 60°59'21" West 167.77 feet to a point on the southwesterly prolongation of the northwesterly line of said Block 10, Range 6; thence North 28°59'27" East along said southwesterly prolongation 13.58 feet to the southwest corner of said Block 10, Range 6; thence South 60°59'21" East along the southerly line of said Block 10, Range 6 a distance of 331.01 feet to the southeast corner of said Block 10, Range 6; thence South 28°59'57" West along the southwesterly prolongation of the southeasterly line of said Block 10, Range 6 a distance of 66.00 feet to the POINT OF BEGINNING.

Prepared by:
TRANSTECH ENGINEERS, INC.


David B. Ragland, L.S. 5173

3/12/20
Date



EXHIBIT "B" TO GRANT DEED

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF THE LAND

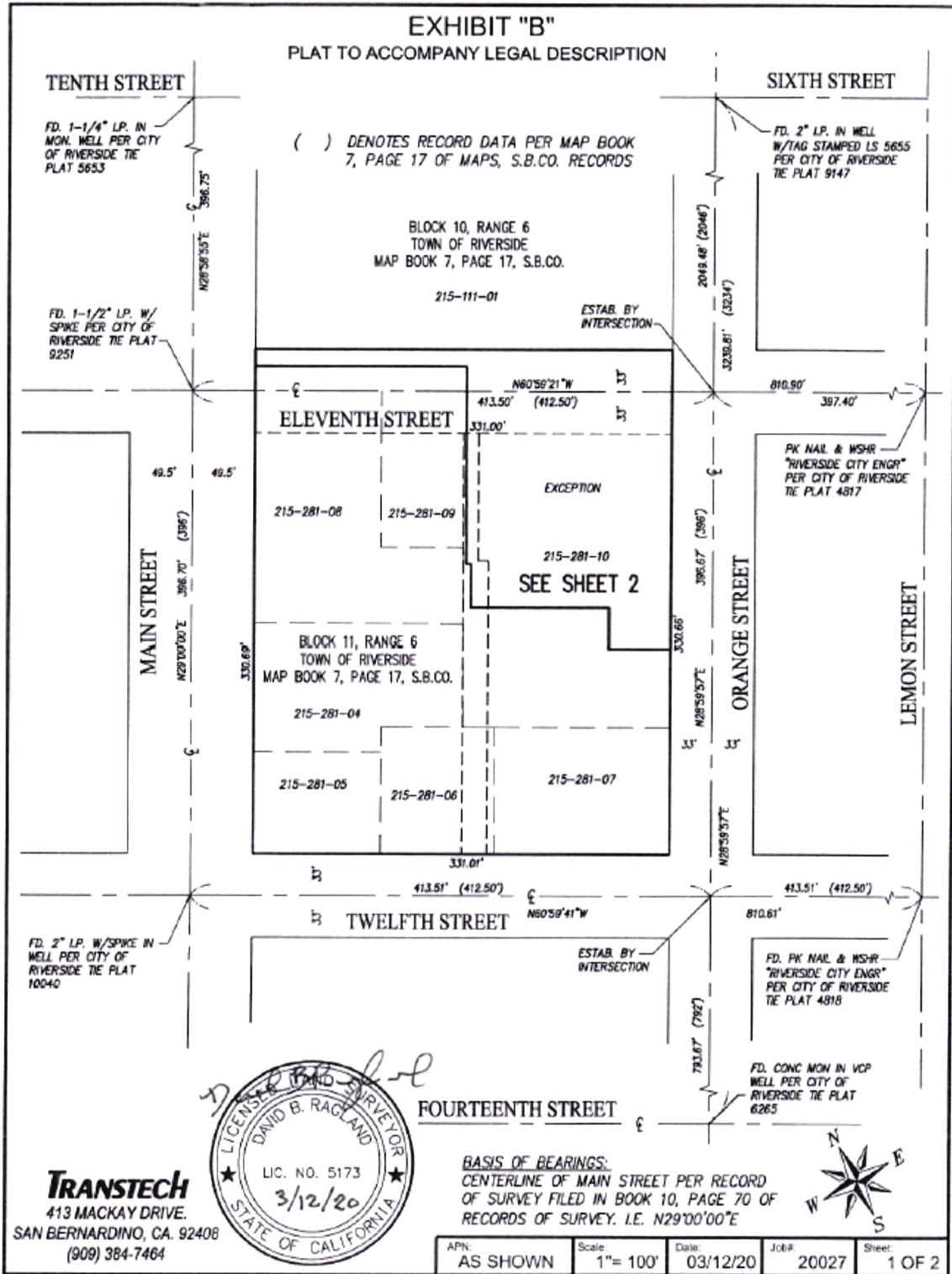
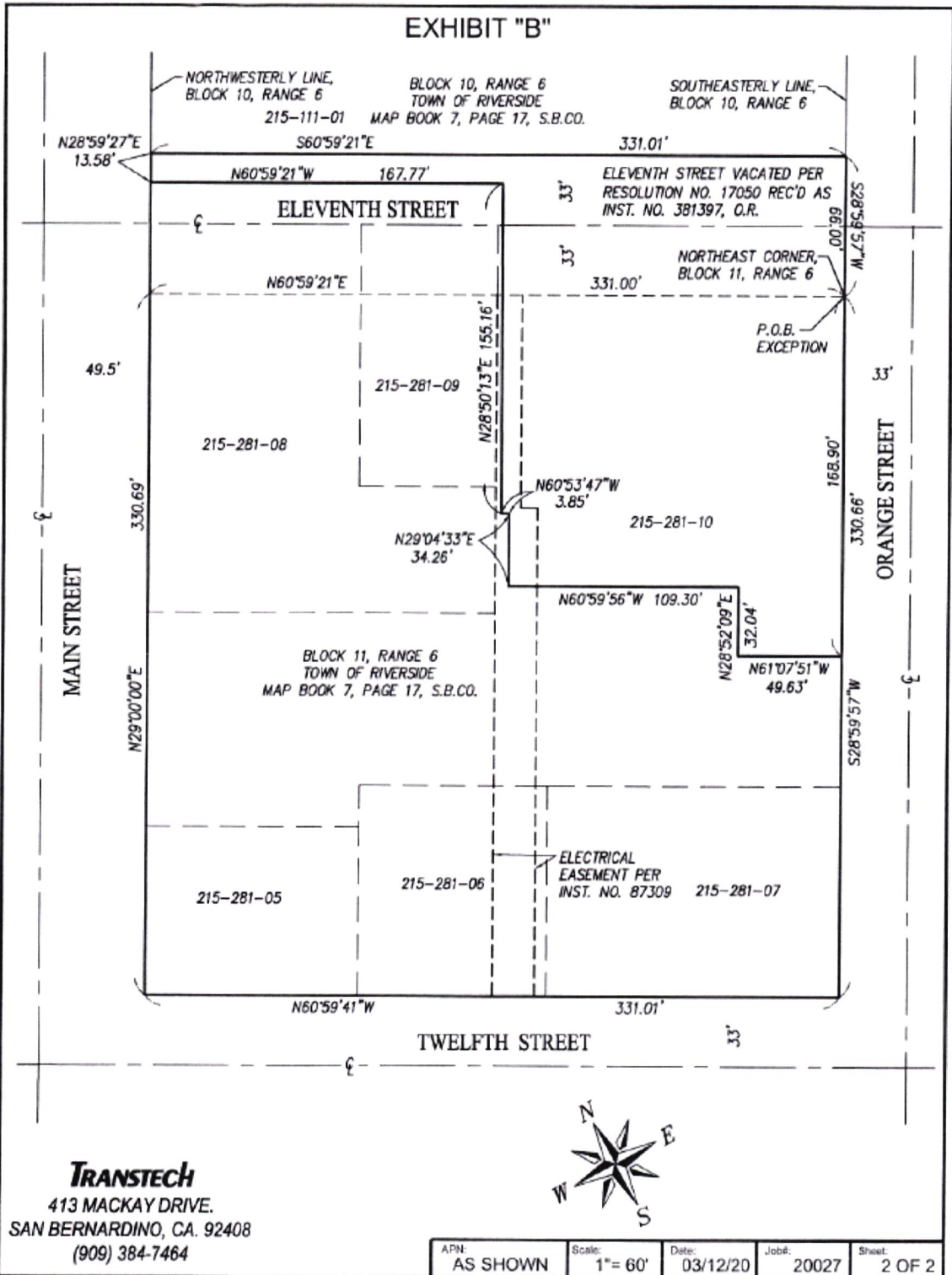


EXHIBIT "B"



STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On October 4, 2022, before me, Breanna Smith, Board Assistant, personally appeared Jeff Hewitt, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

NOTARY 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 _____

On _____ before me, _____, Notary Public, personally appeared _____, 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)

Agency: Judicial Council of California
Project Name: Hall of Justice

DGS Parcel No.: _____
Assessor Parcel No: APN: 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, Portions of APN: 215-281-010
County: Riverside

Court Facility No.: 33-A3

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 Grant Deed dated _____, from the COUNTY OF RIVERSIDE, a political subdivision of the State of California, to the STATE OF CALIFORNIA, on behalf of the Judicial Council, 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 _____. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted
STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By: _____
Koreen H. van Ravenhorst
Deputy Director

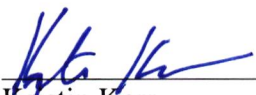
Dated: _____

Consent
JUDICIAL COUNCIL OF CALIFORNIA

By:  _____
Martin Hoshino
Administrative Director

Dated: 9/14/2022

Approved as to form:
JUDICIAL COUNCIL OF CALIFORNIA
LEGAL SERVICES

By:  _____
Kristin Kerr
Supervising Attorney, Real Estate Unit

Dated: 9-6-2022

DATEDOWN CERTIFICATE

This DATEDOWN CERTIFICATE (“**Certificate**”) is made and entered into as of October 4, 2022, by and between the Judicial Council of California (“**Judicial Council**”) and the County of Riverside, a political subdivision of the State of California (“**County**”).

A. The Judicial Council and County entered into that certain Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts, and the County of Riverside for the Transfer of Responsibility for Court Facility, dated as of May 8, 2007, as amended on February 24, 2009 (“**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. Pursuant to the Agreement, the Judicial Council has requested from the County the TOT Closing Documents in preparation for the Transfer of Title.

C. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party. Accordingly, all references in the Agreement to the “Administrative Office of the Courts” or “AOC” are deemed replaced with “Judicial Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the Agreement.

D. This Certificate is given by the County and the Judicial Council to one another to update and confirm the Parties’ respective representations and warranties given in the Agreement.

THEREFORE, the County and the Judicial Council each certify as follows to the other:

1. The County certifies as follows to the Judicial Council, effective on the date of this Certificate and on the TOT Closing Date:

a. All of the County’s representations and warranties set forth in Section 7.1 of the Agreement are true, correct, and complete in all respects, except as specifically set forth on **Schedule 1** attached to and made a part of this Certificate; and

b. All of the County's conditions to the Transfer of Title set forth in Section 5.3.1.2 of the Agreement have been satisfied or waived.

2. The Judicial Council certifies as follows to the County, effective on the date of this Certificate and on the TOT Closing Date:

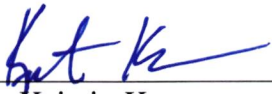
a. All of the Judicial Council's representations and warranties set forth in Section 7.2 of the Agreement are true, correct, and complete in all respects, except as specifically set forth on **Schedule 2** attached to and made a part of this Certificate; and

b. All of the Judicial Council's conditions to the Transfer of Title set forth in Sections 5.3.1.1 and 5.3.2 of the Agreement have been satisfied or waived.

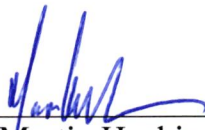
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the dates written below.

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

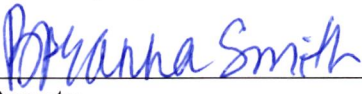
By: 
Name: Kristin Kerr
Title: Supervising Attorney
Date: 9.6.2022

JUDICIAL COUNCIL OF CALIFORNIA

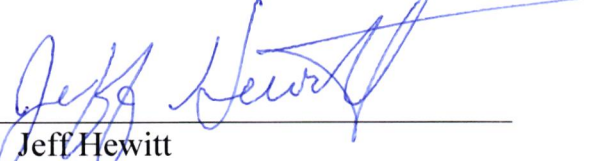
By: 
Name: Martin Hoshino
Title: Administrative Director
Date: 9/14/2022

ATTEST:


Kecia R. Harper, Clerk of the Board

By: 
Deputy

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Name: Jeff Hewitt
Title: Chair, Board of Supervisors
Date: 10/4/22

APPROVED AS TO FORM:
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

**SCHEDULE 1
TO DATEDOWN CERTIFICATE**

County's exceptions to its certification of representations and warranties set forth in Section 7.1 of the Agreement:

- None Applicable

**SCHEDULE 2
TO DATEDOWN CERTIFICATE**

Judicial Council's exceptions to its certification of representations and warranties set forth in Section 7.2 of the Agreement:

- None Applicable

Facility No: 33-A3
Facility Name: Hall of Justice
Facility Address: 4100 Main Street, Riverside, California



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102**

NON-EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

This Non-Exclusive License for the Use of Real Property ("**License**") is made and entered into as of the date this License is signed by the last Party to sign ("**Effective Date**"), by and between the Judicial Council of California (the "**Judicial Council**" or "**Licensor**") and County of Riverside, a political subdivision of the State of California ("**Licensee**"). In this License, the Judicial Council and Licensee are sometimes individually referred to as a "**Party**" and together referred to as the "**Parties.**"

RECITALS

A. The Judicial Council and Licensee entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated as of May 8, 2007, as amended on February 24, 2009 ("**Transfer Agreement**"), which set forth the terms and conditions for the transfer of responsibility for funding and operation of, and the conveyance to the State of California of Licensee's title to ("**Transfer of Title**"), that certain parcel of property located at 4100 Main Street, in the City of Riverside, County of Riverside, State of California ("**Land**"), and the building located thereon commonly known as the Hall of Justice (Court Facility No. 33-A3) ("**Building**"), as more fully set forth in the Transfer Agreement. The Land and Building together may be collectively referred to as the "**Property.**"

B. Upon the Parties' completion of the Transfer of Title, which is occurring concurrently with the execution of this License, the State of California will be record owner of the Property as of the date on which the Grant Deed therefor is recorded in the Official Records of the County of Riverside ("**Deed Recordation Date**").

C. The Property is occupied and used by the Superior Court of California, County of Riverside (the "**Court**"), and managed by the Judicial Council.

D. Certain components of Licensee's telecommunications system including the Cisco VOIP System, its related equipment and associated subcomponents (e.g., network

switch, router, voice gateway, paging system, UPS systems, voice mail, batteries, rectifiers, fiber modems, etc.), and its peripheral equipment (e.g., telephone instruments, automated attendants, voicemail systems, etc.) as well as its associated copper and fiber cable plant (collectively, the “**COR-VOIP System formerly identified as the ‘LIM Equipment’**”), are located in the telecommunications room (Room 142) on the first floor of the Building and in other places in the Building (collectively, the “**Premises**”). The Building has its own Minimum Point of Entry located in the Premises for the local telecommunications service provider (e.g., AT&T), the use of which is shared by the Judicial Council and Licensee. To support and as part of the COR-VOIP System, Licensee has installed certain underground conduit banks, maintenance holes, pull boxes, and vaults that serve conduits containing copper and fiber cabling comprising a part of the Licensee’s telecommunication system (collectively, the “**CO-OSP**”), as set forth in the Transfer Agreement.

E. In light of the Transfer of Title’s pending completion, Licensee desires to obtain from the Judicial Council, and the Judicial Council desires to grant to Licensee, rights of ingress, egress, and access to the Premises, as Licensee may reasonably require, in connection with Licensee’s continued operation, use, maintenance, expansion, upgrade, replacement, and repair of the COR-VOIP System, all of which will remain the sole and exclusive property and responsibility of Licensee as set forth in the Transfer Agreement, pursuant to the terms of this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this License by this reference.

2. Relation to Transfer Agreement. The Parties acknowledge and agree that in no event will this License or any rights granted hereunder in any way supersede, cancel, or nullify either Party’s rights and responsibilities set forth in the Transfer Agreement, which shall continue uninterrupted, in full force and effect, and without modification.

3. Grant of License. The Judicial Council hereby grants to the Licensee and its agents, employees, and invitees a non-exclusive, revocable License to enter and use the Premises for the purposes, and at the times, set forth herein this License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property and the Premises, whether or not of record.

4. Description of Premises Licensed. The Premises consist of approximately 75 square feet in the telecommunications room (Room 142) on the first floor of the

Building along with those other places of the Building in which the COR-VOIP System is located, as shown on **Exhibit "A"** attached hereto.

5. Commencement Date. This License shall be effective on the date of its full execution, but its term will commence on the Deed Recordation Date ("**Commencement Date**"), and shall continue until it is terminated as provided in the Termination provision herein.

6. Termination.

a. Licensee shall have the right to terminate this License upon 30 days' written notice to the Judicial Council. The Parties may also mutually agree to terminate this License in writing at any time and for any reason.

b. In addition to the foregoing and except as otherwise agreed to in writing by the Parties, (i) in the event of any material breach of this License which the breaching Party fails to reasonably cure within a reasonable period of time after a written demand therefor from the non-breaching Party, the non-breaching Party may elect to terminate this License upon 30 days' written notice; (ii) each Party shall have the right to terminate this License upon 48 hours' written notice in the event of an emergency that will or may result in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in that Party's reasonable discretion; provided, however, Licensor shall, upon Licensee's request, grant another license to Licensee upon the same terms and conditions herein if it is reasonably determined by the Licensee that the emergency no longer exists and the Premises or the Property is safe for use and occupancy; and (iii) this License shall immediately and automatically terminate upon: (1) Licensee's discontinuance or cessation of use of the COR-VOIP System at the Property, which Licensee shall notify the Judicial Council of within 30 days of any such discontinuance or cessation; (2) the sale or other conveyance of the Property to a party other than the State of California; or (3) the relocation of the operations of the Court at the Property to an alternate location.

c. Upon any such termination of this License, Licensee agrees to comply with all provisions of this License regarding any reasonable requests of the Judicial Council for the surrender of the Premises.

7. Purpose of License. The purpose of this License is to allow Licensee's ingress, egress, and access to the Premises, as Licensee may reasonably require, for the sole purpose of Licensee's continued operation, use, maintenance, expansion, upgrade, replacement, and repair of the COR-VOIP System, and other purposes related thereto, all of which will remain the sole and exclusive property and responsibility of Licensee as set forth in the Transfer Agreement, and for no other purpose whatsoever, 7 days per week, 24 hours per day, subject to the terms, conditions, and restrictions set forth in this License. This License is personal to Licensee and does not grant the Licensee any ownership,

leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the Licensee represent itself or its operations in the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, Court, or any of their respective programs or operations. Notwithstanding the foregoing, the Parties acknowledge and agree that the Judicial Council, Court, and Licensee shall continue the pre-existing, mutually beneficial arrangement for the shared use of the existing CO-OSP (as defined in the Transfer Agreement) that is the responsibility of Licensee, except as otherwise specifically set forth in Section 4.4.12 of the Transfer Agreement, and part of or connected with the COR-VOIP System in addition to Licensee's provision of telephone services to the Court and Judicial Council at the Property, all as more fully set forth in the Transfer Agreement and that certain Contract for Services between the County and the Court, dated January 1, 2005, as amended from time to time.

8. Consideration. Consideration for this License is the Licensee's full and timely compliance with the terms, conditions, and restrictions set forth in this License.

9. Conditions.

a. *Compliance.* Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Judicial Council and in compliance with all applicable laws. Licensee shall cause the operation, use, maintenance, expansion, upgrade, replacement, or repair of the COR-VOIP System, whenever applicable, to be performed by well-trained, properly licensed and insured, and adequately supervised workers in a good and workmanlike manner, free from design, material, and workmanship defects. Licensee's use of the Premises and exercise of this License shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.

b. *Improvements.* Except to extent necessary for Licensee's routine and regular operation, use, maintenance, expansion, upgrade, replacement, and repair of the COR-VOIP System, Licensee will not make any improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the Judicial Council, which approval will be given or withheld in the sole discretion of the Judicial Council. Licensee shall make any improvements or alterations to the Premises that are approved by the Judicial Council, and perform all operation, use, maintenance, expansion, upgrade, replacement, and repair of the COR-VOIP System, in compliance with law and at the Licensee's sole cost and expense. Unless otherwise agreed in writing by Licensee and the Judicial Council, all improvements or alterations to the Premises that are approved by the Judicial Council and made by the Licensee, and not reasonably requested by the Judicial

Council to be removed upon Licensee's surrender of the Premises, will be the property of the Judicial Council and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Council-approved improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including without limitation the cost to repair any damage done to the Premises or the Property in removing those improvements and alterations. Improvements or alterations to the Premises or the Property that are not approved by the Judicial Council, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the Judicial Council at the Licensee's sole expense, including without limitation any costs associated with repair of any damage done to the Premises or the Property in removing those improvements or alterations. Unless previously approved in writing by the Judicial Council, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any existing structures or improvements in or on the Premises or the Property, except as set forth in this Section 9, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

c. *"AS-IS."* The Premises are licensed to Licensee in their "AS-IS" condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises. The Parties acknowledge and agree that Licensee previously had access to and use of the Premises for the same purposes set forth herein pursuant to the Transfer Agreement which shall continue uninterrupted under this License.

d. *Laws and Regulations.* In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. The Licensee must also comply with all Judicial Council rules and regulations relating to the use of the Premises and the Property that are provided to Licensee.

e. *Operation.* The Licensee shall confine its activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Premises or Property or any area or space within the Premises or Property, (iii) interfering with the transaction of Court business in, or the convenience of the public in accessing or using, the Premises or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Premises or on the Property. During and after any use of the Premises pursuant to this License, Licensee shall maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the Judicial Council.

f. *Security/Access.* The Licensee will at all times comply with all security access and screening requirements in effect at the Property. The Licensee will

have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, or the Department of Motor Vehicles computer database.

g. *Insurance.* The Licensee will, at all times during the period of Licensee's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in **Exhibit "B,"** which is attached to and made a part of this License.

h. *Damage.* Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council, or the Court, is responsible in the exercise of the privilege granted by this License without the prior written consent of the Judicial Council and the express agreement of the Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the Judicial Council.

i. *Indemnification by Licensee.* The Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council, the Court, and their respective judicial officers, employees, and agents, from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property, directly or indirectly arising from or related to the exercise by the Licensee, and its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of the Licensee related to its use of the Premises or the Property, including from any failure by Licensee to comply with the terms of this License ("**Indemnified Loss**"). Indemnified Loss will include, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Judicial Council, and/or the Court, directly or indirectly arising from or related to the exercise by the Licensee, and its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of the Licensee related to its use of the Premises or the Property, including from any failure by Licensee to comply with the terms of this License. The Licensee's obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Judicial Council or the Court that is tendered to Licensee, and shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, the Court, or their respective officers,

employees, or agents. Licensee's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

j. *Indemnification by Judicial Council.* Notwithstanding anything to the contrary herein, Licensee represents that it has inspected the Property, accepts the condition and fully assumes any and all risks incidental to the use thereof. Licensee shall not be liable to the Judicial Council, its agents, employees, subcontractors, or independent contractors for any personal injury or property damage suffered by the Judicial Council which may result from existing conditions in, on, upon, or within the Premises unknown to the Licensee, its officers, agents, or employees. Notwithstanding anything to the contrary herein, the Judicial Council shall and hereby does indemnify, defend (with counsel satisfactory to the Licensee), and save harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, the "**County Parties**"), from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of Licensee's property, directly or indirectly arising from or related to (i) the use, operation, repair, or maintenance of the Property by the Judicial Council, its agents, employees, subcontractors or independent contractors, or invitees which damages Licensee's COR-VOIP System formerly identified as the LIM Equipment, or (ii) any failure by the Judicial Council, its agents, employees, subcontractors or independent contractors, or invitees to comply with the terms of this License ("**Indemnified Loss**"). Indemnified Loss will include, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the County Parties, directly or indirectly arising from or related to (i) the use, operation, repair, or maintenance of the Property by the Judicial Council, its agents, employees, subcontractors or independent contractors, or invitees, or (ii) any failure by the Judicial Council, its agents, employees, subcontractors or independent contractors, or invitees to comply with the terms of this License. The Judicial Council's obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the County Parties that is tendered to Judicial Council, and shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the County Parties. Judicial Council's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

k. *Licensee's Personal Property.* The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee's personal property located within the Premises or otherwise on the Property, including, without

limitation, the COR-VOIP System, except to the extent said loss, damage, or destruction is caused by the negligence or willful misconduct of the Judicial Council, Court, or its agents, employees, independent contractors, or invitees. The Judicial Council shall not be responsible for any damage to or destruction of any such personal property of Licensee or its employees or invitees, except to the extent such is caused by negligence or willful misconduct of the Judicial Council, Court, or its agents, employees, independent contractors, or invitees; provided, however, that in no event shall the Judicial Council be responsible for any compensation or claim for inconvenience, loss of business, or annoyance arising from the Licensee's loss of use of the Premises or any such personal property. Any property of the Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License unless otherwise agreed to in writing by the Parties. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of the Licensee.

l. *Expense.* Upon the Effective Date, any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

m. *Future Requirements.* In addition to the terms of this License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time; provided, however, that said rules and requirements are reasonably consistent with the terms and conditions set forth herein for Licensee's use of the Premises. The Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee.

n. *Attempted Variations.* There shall be no variation or departure from the terms of this License without the prior written consent of the Judicial Council.

o. *Surrender.* Upon the termination of this License, the Licensee shall surrender the Premises to the Judicial Council in a manner reasonably satisfactory to the Judicial Council (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, the Judicial Council may reasonably request Licensee to remove all of its property from the Property including the COR-VOIP System, except as otherwise provided in this License or as otherwise agreed to in writing by the Judicial Council and the Licensee. Unless otherwise agreed to in writing by the Parties, any holding over by Licensee after the termination of this License will be deemed to be on a month-to-month basis at the then-current market rates for similar licensed uses charged by the Judicial Council, in the Judicial Council's reasonable discretion, and shall otherwise be pursuant to all other terms and conditions set forth in this License.

p. *Notices.* Any notices required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed

by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-7074

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by the Licensee relating to termination of this License or an alleged breach or default by the Judicial Council of this License must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

If to the Licensee: County of Riverside
Facilities Management Department
Attention: Shannon Chamberlain
3450 14th Street, Suite 201
Riverside, CA 92501
Voice: 951-955-8173
E-mail: snchamberlain@rivco.org

With a copy to: County of Riverside
Office of County Counsel
Attention: Ryan Yabko
3960 Orange Street, Suite 500
Riverside, CA 92501
Voice: 951-955-6300

10. Rules of Conduct on the Property.

a. *No Disturbances.* The Licensee, its employees, and invitees shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property, including without limitation entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties, or (ii) members of the public in transacting business or obtaining services provided on the Property, or (iii) other occupants of the Property, their employees and invitees, from accessing or using the Property.

b. *No Gambling.* The Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.

c. *Drug Free Environment.* The Licensee will not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" (excluding alcohol) to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Property is prohibited.

d. *No Weapons or Explosives.* The Licensee, its employees, and invitees, while on the Property, are prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.

e. *No Smoking.* Smoking shall not be permitted on the Premises at any time, and Licensee, its employees, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Property.

11. General Provisions.

a. *No Assignment.* This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity nor shall the Licensee permit the use of any portion of the Premises by others without the prior written consent of the Judicial Council, which consent will be given or withheld by the Judicial Council in its sole discretion.

b. *Anti-Discrimination.* The Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital

status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

c. *Governing Law.* This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

d. *License Temporary in Nature.* The Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will the Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License and otherwise agreed to in writing by the Parties.

e. *Relationship of the Parties.* The Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State, the Judicial Council, or the Court. Neither Licensee nor the Judicial Council, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

f. *Certification of Authority to Execute this License.* The Licensee and the Judicial Council each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and all exhibits attached hereto.

g. *No Relocation Assistance.* The Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Judicial Council, or the Court.

h. *Possessory Interest.* Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that the Licensee may be subject to the payment of property taxes levied on such interest.

i. *Severability.* If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Licensee and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

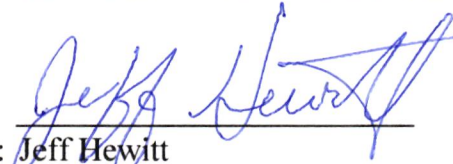
j. *Counterparts and Electronic Signatures.* This License may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this License agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act (Civ. Code §§ 1633.1-1633.17) (“**CUETA**”), for executing this License. The Parties further agree that the electronic signatures of the Parties included in this License are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (h) of section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE(S)]

ACCEPTED AND AGREED TO:

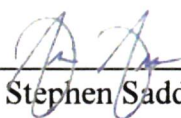
LICENSEE:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

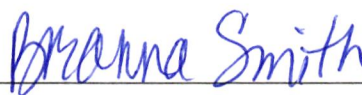
By: 
Name: Jeff Hewitt
Title: Chair, Board of Supervisors
Date: 10/4/22

LICENSOR:

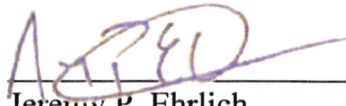
**JUDICIAL COUNCIL OF
CALIFORNIA**

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: July 26, 2022

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 

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

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: May 26, 2022

APPROVED AS TO FORM:
County Counsel

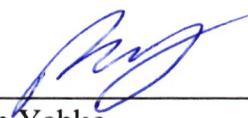
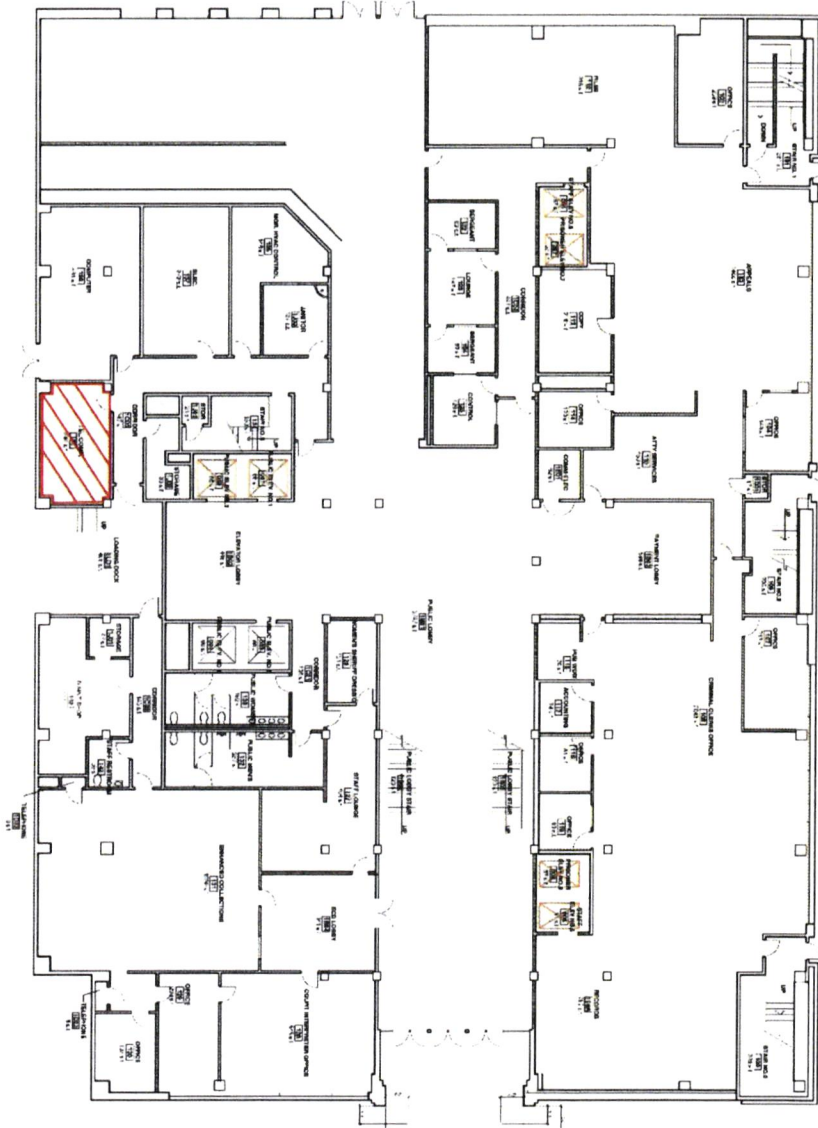
By: 
Name: Ryan Yabko
Title: Deputy County Counsel
Date: 9/8/22

EXHIBIT "A"

DEPICTION OF LICENSED PREMISES



HALL OF JUSTICE
Superior Court of California
County of Riverside



Ground Level Floor Plan

SCALE: NIS

Key
NOT Surveyed Space

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. General Requirements.

a. During the period of time the Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance that is through a program of self-insurance with excess coverage and/or that is issued by an insurance company or companies that are rated "A-VII" or higher by A.M. Best's key rating guide, and are approved to do business in the State of California.

b. Upon execution of this License, Licensee will provide the Judicial Council with certificates of insurance, as may be applicable, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. The certificates of insurance must clearly indicate the following:

i. The State of California; Judicial Council of California; and Superior Court of California, County of Riverside; including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced, but only with respect to liability assumed by Licensee under the terms of this License;

ii. The insurance policy being referenced will not be materially changed or cancelled without 30 days' written notice to the Judicial Council;

iii. The insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any; and

iv. The Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State of California, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises or Property.

c. Licensee's Evidence or Certificates of Insurance shall be addressed as follows:

Judicial Council of California
Facilities Services
455 Golden Gate Avenue, 8th Fl.
San Francisco, CA 94102
Attn: Risk Management
Fax: 415-865-4294

2. Insurance Requirements. Upon execution of this License, Licensee will furnish to the Judicial Council verification that the following insurance is in force, whether through a program of self-insurance or issued by an insurance company or companies in compliance with the terms of this Exhibit:

a. *Commercial General Liability.* Commercial General Liability Insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.

b. *Commercial Automobile Liability.* When an automobile is used in connection with the use of the Premises, Automobile liability insurance with limits of not less than \$1,000,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.

c. *Workers' Compensation and Employer's Liability.* Workers' compensation insurance as required by law. Employer's liability limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

STATE OF CALIFORNIA
c/o Judicial Council of California
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Attn: Manager, Real Estate

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE SECTION 27383 AND
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND
TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

TUNNEL EASEMENT AGREEMENT

This TUNNEL EASEMENT AGREEMENT ("**Easement Agreement**") is entered into as of October 4, 2022 ("**Effective Date**"), by and between the State of California ("**Grantor**") and the County of Riverside ("**Grantee**"; Grantor and Grantee may be referred to herein collectively as the "**Parties**" and individually as a "**Party**"), with reference to the following facts:

RECITALS

A. The Judicial Council of California ("**Judicial Council**") and Grantee entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated May 8, 2007, as amended on February 24, 2009 ("**Transfer Agreement**"), which set forth the terms and conditions for the transfer of responsibility for funding and operation of, and the conveyance to Grantor of the Grantee's title to, the trial court facility located at 4100 Main Street, in the City of Riverside, County of Riverside, State of California, commonly known as the Hall of Justice (Court Facility No. 33-A3), as described in **Exhibit "A"** attached hereto and incorporated herein ("**Burdened Property**"). The terms and conditions of the Transfer Agreement are hereby incorporated into this Easement Agreement by this reference.

B. As of the Effective Date of this Easement Agreement, Grantor is record owner of the Burdened Property which is managed and operated by the Judicial Council and which is used and occupied by the Superior Court of California, County of Riverside ("**Court**").

C. Under the Transfer Agreement, Grantee is and at all times will be responsible and liable for all portions of that certain secure tunnel ("**Tunnel**") that connects the

Burdened Property to Grantee's Robert Presley Detention Center, located at 4000 Orange Street, in the City of Riverside, County of Riverside, State of California, for the secure transport of in-custody defendants and/or prisoners. Grantee's responsibility for the Tunnel includes, but is not limited to, the operation, control, use, maintenance, and repair of the Tunnel. Grantee may discontinue the use of or abandon the Tunnel at any time for any reason whatsoever; provided, however, Grantee will be responsible to take all actions, and obtain any and all required permits and approvals, in connection with Grantee's permanent closure or abandonment of the Tunnel in accordance with all applicable laws, but in no event will Grantee's permanent or temporary closure or abandonment of the Tunnel diminish or relieve Grantee of any contractual or legal obligations it then has to provide for said secure transport of in-custody defendants and/or prisoners to and from the Burdened Property.

D. As the Judicial Council and Grantee have completed the Transfer of Title for the Burdened Property (as set forth in the Transfer Agreement), the Parties desire Grantor to grant to Grantee all rights to enter, exit, access, and use the portions of the Tunnel that are located on or under the Burdened Property, as reasonably necessary for Grantee's operation, control, use, maintenance, and repair of the Tunnel in a way that minimizes interruption to or interference with Court operations at the Burdened Property ("**Authorized Use**").

E. In conjunction with the Authorized Use, Grantee requires a permanent, non-exclusive easement over, across, under, and through the Burdened Property, as legally described and graphically depicted in **Exhibit "B"** attached hereto and incorporated herein, and which is referred to herein as the "**Easement Area**."

F. Grantor is willing to grant to Grantee, and Grantee is willing to accept, said easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Grant of Easement.

1.1. Grantor hereby grants to Grantee and its heirs, successors, and assigns a non-exclusive easement on, under, across, and through the Easement Area depicted in **Exhibit "B"** that is situated in, under, across, and through the Burdened Property, as may be reasonably necessary, from time to time, for Grantee's ingress, egress, and access to the Tunnel as well as for the purpose of allowing Grantee, at Grantee's sole cost and expense, to conduct the Authorized Use ("**Easement**").

1.2. Grantor hereby further grants to Grantee as part of the Easement such reasonable and temporary rights of ingress, egress, and access to and around the Easement Area through the Burdened Property as may be reasonably necessary, from time to time, to enable Grantee to effectuate the purpose of the Easement, as provided in this Easement Agreement.

1.3. This Easement Agreement and all covenants and restrictions contained herein collectively shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants and restrictions running with the land of the Burdened Property as a burden on the Burdened Property, be appurtenant to and for the benefit of the land of the Tunnel, and be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

1.4. Grantee acknowledges that the Easement Area shall be used by others including Grantor, Grantee, the Court, and their respective officers, agents, and employees, in connection with their occupancies and use of the Burdened Property.

1.5. This Easement Agreement is not, and will not be interpreted to be, a grant of a fee interest.

2. Grantee's Performance of the Authorized Use.

2.1. *Performance.* Grantee shall exercise reasonable precautions to generally avoid damage to the Easement Area and the Burdened Property, and to protect persons and property. Grantee shall be responsible, at its sole cost and expense, for the performance of the Authorized Use in compliance with all applicable laws and regulations. Whenever applicable, Grantee shall cause the Authorized Use to be performed by well-trained, properly licensed, and adequately supervised workers in a good and workmanlike manner, free from design, material, and workmanship defects. Grantee shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials necessary to perform the Authorized Use at Grantee's sole cost and expense. The Parties acknowledge and agree that Grantor shall have no responsibility for any aspect of the Authorized Use including, without limitation, the operation, control, use, maintenance, and repair of the Tunnel.

2.2. *Approvals.* At Grantee's sole cost, Grantee shall obtain any and all required approvals, permits, licenses, permissions, certificates, or other documents ("**Approvals**") from all federal, state, and local governmental authorities having jurisdiction over all or any part of the Easement Area including, without limitation, the Division of the State Architect and/or the Office of the State Fire Marshal ("**Authorities Having Jurisdiction**"), which are necessary to perform the Authorized Use on the Burdened Property and for the Parties' occupancy and use of the Easement Area, in

accordance with all laws. Grantor agrees to reasonably cooperate with and assist Grantee in so obtaining all necessary Approvals from any Authorities Having Jurisdiction.

2.3. *Maintenance & Repair.*

2.3.1. Grantee shall be responsible, at its sole cost and expense, for the maintenance, upkeep, repair, and replacement of the Tunnel, Easement Area, and any portion thereof, occasioned by, without limitation: (i) ordinary use and normal wear and tear; (ii) acts or omissions by persons other than Grantee, Grantor, or their employees, contractors, agents, tenants, or licensees; and/or (iii) forces or events beyond the reasonable control of the Parties as may be needed on a regular, on-going, or future basis, except to the extent the need for such is caused by the negligence or willful misconduct of Grantor.

2.3.2. Prior to commencing any such maintenance and repair work, Grantee shall provide Grantor with seven (7) days' prior written notice; provided, however, in the event of an emergency affecting the safety of life, the Easement Area, or the Burdened Property, Grantee, without needing to first obtain any special instruction or authorization from Grantor, is permitted to act at its reasonable discretion to prevent such threatened loss or injury, and shall notify Grantor in writing of the situation and Grantee's response thereto within twenty-four (24) hours of the emergency. In the event Grantee fails to promptly perform any aspect of its maintenance and repair obligations, Grantor shall have the right, but not the obligation, to perform any necessary repairs or replacements for the Tunnel and/or Easement Area, and Grantee shall reimburse Grantor for all incurred costs within forty-five (45) days of receipt of an invoice from Grantor therefor.

2.4. *Interference.* In the exercise of any rights granted herein this Easement Agreement or the performance of any activities of the Authorized Use, Grantee agrees to use all commercially reasonable efforts to limit as much interference and disruption as possible to the operations and facilities of, and to not create an undue safety risk at, the Burdened Property. Grantee shall not obstruct access to the Burdened Property without Grantor's express prior, written consent. To the extent possible, Grantee shall perform the Authorized Use in the manner most likely to minimize injury, damage, loss, and negative impacts to the Burdened Property. Grantee, and all persons performing the Authorized Use on its behalf, shall comply with all applicable security requirements of the Court while on or accessing the Burdened Property in connection with the Authorized Use.

2.5. *Damage.* In the exercise of any rights granted herein this Easement Agreement or the performance of any activities of the Authorized Use, Grantee shall make all reasonable efforts to avoid damage to the Easement Area, Burdened Property, and any portion thereof, including exploring and giving priority to any reasonable alternatives that avoids disturbing or causing damage to the Burdened Property. In the event the Burdened Property is disturbed or damaged by, without limitation, the Authorized Use or any other act or omission of Grantee, then Grantee shall, at its sole cost and expense, immediately

repair (or cause to be repaired) such damage and restore (or cause to be restored) the Easement Area and/or Burdened Property to a condition at least equal to the pre-damaged condition, to Grantor's reasonable satisfaction. The Parties shall cooperate with each other in Grantee's performance of any such repairs to the Easement Area and Burdened Property as required herein.

2.6. *Clean Up.* Grantee shall ensure that the Easement Area and surrounding areas are kept in a safe, orderly, and reasonably clean condition. Upon completion of any activities of the Authorized Use, Grantee shall remove all debris thereof from the Burdened Property.

2.7. *Quiet Enjoyment.* In connection with Grantee's performance of the Authorized Use in and around the Easement Area and Burdened Property and/or Grantee's access to and use of the Easement Area provided hereunder, Grantee shall not conduct any activity that materially impairs Grantor's quiet enjoyment and beneficial use of the Burdened Property.

3. Term of Easement Agreement. This Easement Agreement shall be effective as of the Effective Date and shall continue for as long as Grantee continues to use, without having permanently discontinued the use of or abandoned, the Tunnel, unless otherwise terminated in writing by the Parties, as provided herein.

4. Discontinuance of Use; Termination.

4.1. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that Grantee has the right, at any time and for any reason whatsoever, to discontinue the use of or to abandon the Tunnel and, if Grantee so elects to temporarily or permanently discontinue the use of or abandon the Tunnel, then Grantee will be responsible for taking all actions, and obtaining any and all required permits or approvals, necessary for said temporary or permanent closure or abandonment of the Tunnel in accordance with all applicable laws, at Grantee's sole cost and expense.

4.2. Grantee shall provide the Judicial Council and Court no less than six (6) months' prior written notice of Grantee's intention to so temporarily or permanently discontinue the use of or abandon the Tunnel, and no less than thirty (30) days' prior written notice of Grantee's intention to again commence any activities of the Authorized Use upon the expiration of any temporary discontinuance or abandonment of the Tunnel by Grantee.

4.3. The Parties further acknowledge and agree, as provided for in the Transfer Agreement, that Grantee's election to discontinue the use of, close, or abandon the Tunnel at any time, whether permanently or temporarily, will not diminish or relieve Grantee of any contractual or legal obligations it then has or may have in the future to provide for the secure transport of in-custody defendants and/or prisoners to and from the Burdened Property.

4.4. In the event that (i) Grantee permanently discontinues its use of, closes, or abandons the Tunnel, as provided for herein, (ii) there is a material breach of the terms of this Easement Agreement which the breaching Party fails to reasonably cure within a reasonable period of time after a written demand therefor from the non-breaching Party, and/or (iii) the Parties mutually agree to terminate this Easement Agreement, this Easement Agreement shall terminate and shall be of no further force or effect. Upon any such termination of this Easement Agreement, the Parties agree to promptly execute in a recordable form any documents reasonably requested by either Party acknowledging the partial or complete termination of the Easement granted by this Easement Agreement and to take all other actions reasonably necessary to effectuate said termination.

4.5. Unless otherwise agreed to in writing by the Parties, Grantor shall also have the right, but not the obligation, to perform any actions required to effectuate the closure of the Tunnel upon any such termination of this Easement Agreement, and Grantee shall reimburse Grantor for all incurred costs within forty-five (45) days of receipt of an invoice from Grantor therefor.

5. Indemnification and Hold Harmless. To the fullest extent permitted by law, Grantee, its elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the “**Grantee Parties**”) shall, and hereby does, agree to indemnify, defend, and hold harmless the State of California; the Judicial Council of California; the Superior Court of California, County of Riverside; and its elected and appointed officials, judges, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (individually and collectively, the “**Grantor Parties**”) from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively “**Damages**”) incurred by the Grantor Parties to the extent that the same arise or result from or are caused by the negligence or willful misconduct of the Grantee Parties in connection with the Grantee Parties’ use of the Easement Area and/or in connection with the exercise of any other rights granted by this Easement Agreement with respect to the Burdened Property or any part thereof; provided, however, that Grantee shall not be obligated to indemnify, defend, or hold harmless the Grantor Parties from and against any Damages to the extent that such Damages are caused by the negligence or willful misconduct of the Grantor Parties.

6. Relation to Transfer Agreement. The Parties acknowledge and agree that in no event will this Easement Agreement or any rights granted hereunder in any way supersede, cancel, or nullify either Party’s rights and responsibilities set forth in the Transfer Agreement, which shall continue uninterrupted, in full force and effect, and without modification.

7. Notices. Any notices required or permitted to be given under the terms of this Easement Agreement must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid;

or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Grantor: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-7074

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by Grantee relating to termination of this Easement Agreement or an alleged breach or default by Grantor of this Easement Agreement must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

If to Grantee: County of Riverside
Facilities Management
Attention: Shannon Chamberlain
3450 14th Street, Suite 201
Riverside, CA 92501
Voice: 951-955-8173

With a copy to: County of Riverside
Office of County Counsel
Attention: Ryan Yabko
3960 Orange Street, Suite 500
Riverside, CA 92501
Voice: 951-955-6300

8. Governing Law. This Easement Agreement, and the Parties' performance under this Easement Agreement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

9. Amendment. This Easement Agreement may be modified or amended only by written agreement signed by the Parties hereto.

10. Waiver. No waiver of any term or provision of this Easement Agreement shall be effective unless set forth in writing and signed by the Party giving the waiver. No failure or delay on the part of either Party hereto in the exercise of any right, power, or privilege granted by this Easement Agreement shall operate as a waiver of such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or future exercise thereof. A waiver given on any one occasion shall not operate as a continuing waiver of the same provision or as a waiver of any other provision set forth in this Easement Agreement.

11. Integration. This Easement Agreement contains the entire agreement of the Parties with respect to the subject matter described herein, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties with respect to the subject matter, except for the Transfer Agreement.

12. Severability. The invalidity of any provision in this Easement Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

13. No Third-Party Beneficiaries. This Easement Agreement is by and between the Parties and no third parties are intended to be benefitted by the terms of this Easement Agreement, except for the Court.

14. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall together be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]


IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the dates written below.

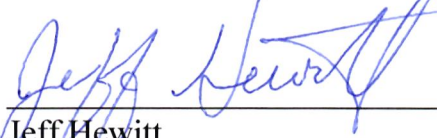
“GRANTOR”

“GRANTEE”

**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**


**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

By: 
Name: Martin Hoshino
Title: Administrative Director
Date: 9/14/2022

By: 
Name: Jeff Hewitt
Title: Chair, Board of Supervisors
Date: 10/4/22

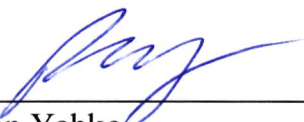
APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Name: Kristin Kerr
Title: Supervising Attorney
Date: 9.6.2022

By: 

APPROVED AS TO FORM:
County Counsel

By: 
Name: Ryan Yabko
Title: Deputy County Counsel
Date: 9/22/22

OCT 04 2022 3.14

EXHIBIT "A"

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

Block 11, Range 6 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California.

TOGETHER WITH that portion of Eleventh Street, as vacated by City of Riverside Resolution No. 17050, a certified copy of which was recorded on November 1, 1989 as Instrument Number 381397, records of Riverside County and more particularly described as follows:

That portion of Eleventh Street, as per Map of the Town of Riverside, on file in Book 7, Page 17 of Maps, records of San Bernardino County, State of California, lying northeasterly of the southwesterly prolongation of the northwesterly line of Block 10, Range 6 of said map and lying northwesterly of the southwesterly prolongation of the southeasterly line of said Block 10, Range 6.

EXCEPTING THEREFROM those portions of Block 11, Range 6 and Eleventh Street as shown by Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at the northeast corner of said Block 11, Range 6; thence South 28°59'57" West along the westerly line of Orange Street 168.90 feet; thence North 61°07'51" West 49.63 feet; thence North 28°52'09" East 32.04 feet; thence North 60°59'56" West 109.30 feet; thence North 29°04'33" East 34.26 feet; thence North 60°53'47" West 3.85 feet; thence North 28°50'13" East 155.16 feet; thence North 60°59'21" West 167.77 feet to a point on the southwesterly prolongation of the northwesterly line of said Block 10, Range 6; thence North 28°59'27" East along said southwesterly prolongation 13.58 feet to the southwest corner of said Block 10, Range 6; thence South 60°59'21" East along the southerly line of said Block 10, Range 6 a distance of 331.01 feet to the southeast corner of said Block 10, Range 6; thence South 28°59'57" West along the southwesterly prolongation of the southeasterly line of said Block 10, Range 6 a distance of 66.00 feet to the POINT OF BEGINNING.

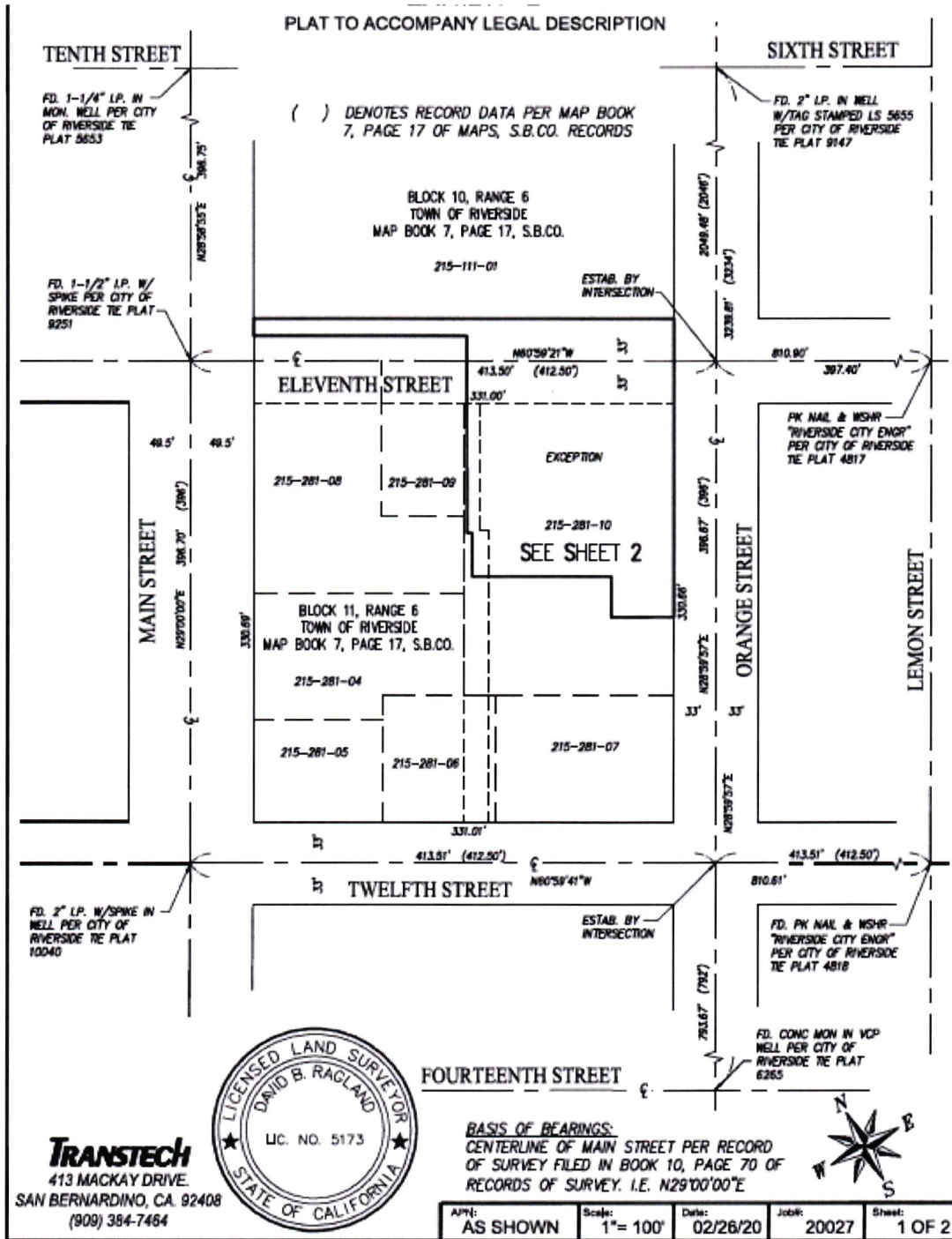


EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT AREA

Those portions of Block 11, Range 6 and Eleventh Street as shown on the Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at a point on the southerly line of Eleventh Street, distant thereon 125.38 feet from the northwest corner of said Block 11, Range 6; thence North 67°57'24" East 67.40 feet; thence South 28°50'13" West 28.40 feet; thence South 68°00'19" West 115.62 feet; thence South 38°01'10" West 26.11 feet; thence North 61°01'16" West 18.27 feet; thence North 40°13'20" East 35.78 feet; thence North 67°57'24" East 72.71 feet to the POINT OF BEGINNING.

Contains 2,824 square feet, more or less.

Prepared by:
TRANSTECH ENGINEERS, INC.

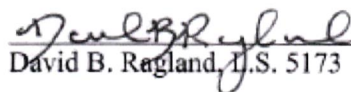
 3/12/20
David B. Ragland, L.S. 5173 Date



EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BASIS OF BEARINGS:
 CENTERLINE OF MAIN STREET PER RECORD
 OF SURVEY FILED IN BOOK 10, PAGE 70 OF
 RECORDS OF SURVEY, I.E. N29°00'00"E

() DENOTES RECORD DATA PER MAP BOOK
 7, PAGE 17 OF MAPS, S.B.CO. RECORDS

BLOCK 10, RANGE 6
 TOWN OF RIVERSIDE
 MAP BOOK 7, PAGE 17, S.B.CO.

215-111-01

ESTAB. BY
 INTERSECTION

ELEVENTH STREET

N60°59'21"W
 413.50' (412.50')

331.00'

33'

33'

EXCEPTION

215-281-10

SEE SHEET 2

BLOCK 11, RANGE 6
 TOWN OF RIVERSIDE
 MAP BOOK 7, PAGE 17, S.B.CO.

215-281-04

215-281-05

215-281-06

215-281-07

331.01'

413.51' (412.50')

N60°59'41"W

TWELFTH STREET

ESTAB. BY
 INTERSECTION

FOURTEENTH STREET

COUNTY OF RIVERSIDE EDA
 EASEMENT PLAT

TENTH STREET

FD. 1-1/4" LP. IN
 MON. WELL PER CITY
 OF RIVERSIDE THE
 PLAT 5653

FD. 1-1/2" LP. W/
 SPIKE PER CITY OF
 RIVERSIDE THE PLAT
 9251

SIXTH STREET

FD. 2" LP. IN WELL
 W/TAG STAMPED LS 5655
 PER CITY OF RIVERSIDE
 THE PLAT 9147

FK NAIL & WSHR
 "RIVERSIDE CITY ENGR"
 PER CITY OF RIVERSIDE
 THE PLAT 4817

FD. FK NAIL & WSHR
 "RIVERSIDE CITY ENGR"
 PER CITY OF RIVERSIDE
 THE PLAT 4818

FD. CONC MON IN VCP
 WELL PER CITY OF
 RIVERSIDE THE PLAT
 6265



TRANSTECH
 413 MACKAY DRIVE.
 SAN BERNARDINO, CA. 92408
 (909) 384-7464



APN: AS SHOWN	Scale: 1" = 100'	Date: 03/12/20	Job#: 20027	Sheet: 1 OF 2
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EXHIBIT "B"



SCALE 1" = 50'

LINE DATA TABLE		
LINE	LENGTH	BEARING
L1	28.40'	S28°50'13"W
L2	26.11'	S38°01'10"W
L3	18.27'	N61°01'16"W
L4	35.78'	N40°13'20"E

BLOCK 10, RANGE 6
TOWN OF RIVERSIDE
MAP BOOK 7, PAGE 17, S.B.CO.

APN 215-111-01

ELEVENTH STREET

ELEVENTH STREET VACATED PER
RESOLUTION NO. 17050 REC'D AS
INST. NO. 381397, O.R.

N60°59'21"W

NORTHWEST
CORNER, BLOCK
11, RANGE 6

125.38'

P.O.B.

N61°57'24"E 67.40'

APN 215-281-08

APN 215-281-10

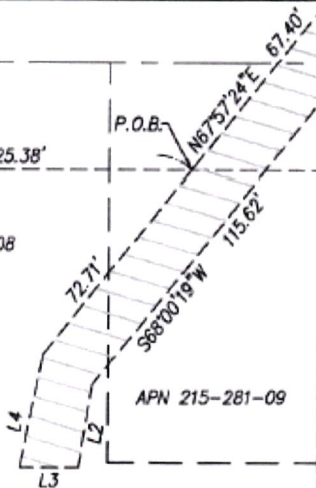
49.5'

N29°00'00"E

N29°00'00"E

ELECTRICAL EASEMENT
PER INST. NO. 87309

APN 215-281-09



BLOCK 11, RANGE 6
TOWN OF RIVERSIDE
MAP BOOK 7, PAGE 17, S.B.CO.



413 MACKAY DRIVE.
SAN BERNARDINO, CA. 92408
(909) 384-7464

LEGEND

EASEMENT AREA
2,824 SQ. FT.

COUNTY OF RIVERSIDE EDA
EASEMENT PLAT
TUNNEL

TRANSTECH

APN: AS SHOWN	Scale: 1" = 50'	Date: 03/12/20	Job#: 20027	Sheet: 2 OF 2
------------------	--------------------	-------------------	----------------	------------------

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On October 4, 2022, before me, Breanna Smith, Board Assistant, personally appeared Jeff Hewitt, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

COUNTY OF RIVERSIDE 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 _____

On _____ before me, _____, Notary Public, personally appeared _____, 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)

STATE OF CALIFORNIA 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 September 14, 2012 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 



(Seal)

PROJECT: TUNNEL EASEMENT (HALL OF JUSTICE)

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

This is to certify that the interest in real property conveyed by Tunnel Easement Agreement dated _____ from STATE OF CALIFORNIA, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution No. 99-099 of the Board of Supervisors adopted on April 20, 1999, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 20_____.

By _____
Rose Salgado
Director of Facilities Management

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

STATE OF CALIFORNIA
c/o Judicial Council of California
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Attn: Manager, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE SECTION 27383 AND
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND
TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

GENERATOR EASEMENT AGREEMENT

This GENERATOR EASEMENT AGREEMENT (“**Easement Agreement**”) is entered into as of October 4, 2022 (“**Effective Date**”), by and between the State of California (“**Grantor**”) and the County of Riverside (“**Grantee**”; Grantor and Grantee may be referred to herein collectively as the “**Parties**” and individually as a “**Party**”), with reference to the following facts:

RECITALS

A. The Judicial Council of California (“**Judicial Council**”) and Grantee entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated May 8, 2007, as amended on February 24, 2009 (“**Transfer Agreement**”), which set forth the terms and conditions for the transfer of responsibility for funding and operation of, and the conveyance to Grantor of the Grantee’s title to, the trial court facility located at 4100 Main Street, in the City of Riverside, County of Riverside, State of California, commonly known as the Hall of Justice (Court Facility No. 33-A3), as described in **Exhibit “A”** attached hereto and incorporated herein (“**Burdened Property**”). The terms and conditions of the Transfer Agreement are hereby incorporated into this Easement Agreement by this reference.

B. As of the Effective Date of this Easement Agreement, Grantor is record owner of the Burdened Property which is managed and operated by the Judicial Council and which is used and occupied by the Superior Court of California, County of Riverside (“**Court**”).

C. Under the Transfer Agreement, Grantee is the owner of that certain backup generator located on the Burdened Property, which provides backup electrical power to

OCT 04 2022 3.14

certain Grantee-owned buildings located adjacent to the Burdened Property (“**Generator**”); the operation, use, maintenance, replacement, and repair of which Grantee is solely and exclusively responsible.

D. As the Judicial Council and Grantee have completed the Transfer of Title for the Burdened Property (as set forth in the Transfer Agreement), the Parties desire Grantor to grant to Grantee all rights over, across, and through that certain portion of the Burdened Property as reasonably necessary for Grantee’s ingress, egress, and access to the Generator in connection with the Grantee’s continued operation, use, maintenance, replacement, and repair of the Generator (“**Authorized Use**”).

E. In conjunction with the Authorized Use, Grantee requires a permanent, non-exclusive easement over, across, under, and through the Burdened Property, as legally described and graphically depicted in **Exhibit “B”** attached hereto and incorporated herein, and which is referred to herein as the “**Easement Area.**”

F. Grantor is willing to grant to Grantee, and Grantee is willing to accept, said easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Grant of Easement.

1.1. Grantor hereby grants to Grantee and its heirs, successors, and assigns a non-exclusive easement over, across, under, and through the Easement Area depicted in **Exhibit “B”** that is situated in, on, across, and through the Burdened Property, as may be reasonably necessary, from time to time, for Grantee’s ingress, egress, and access to the Generator as well as for the purpose of allowing Grantee, at Grantee’s sole cost and expense, to conduct the Authorized Use (“**Easement**”).

1.2. Grantor hereby further grants to Grantee as part of the Easement such reasonable and temporary rights of ingress, egress, and access to and around the Easement Area through the Burdened Property as may be reasonably necessary, from time to time, to enable Grantee to effectuate the purpose of the Easement, as provided in this Easement Agreement.

1.3. This Easement Agreement and all covenants and restrictions contained herein collectively shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants and restrictions running with the land of the Burdened Property as a burden on the Burdened

Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

1.4. Grantee acknowledges that the Easement Area shall be used by others including Grantor, Grantee, the Court, and their respective officers, agents, and employees, in connection with their occupancies of the Burdened Property.

1.5. This Easement Agreement is not, and will not be interpreted to be, a grant of a fee interest.

2. Grantee's Performance of the Authorized Use.

2.1. *Performance.* Grantee shall exercise reasonable precautions to generally avoid damage to the Easement Area and the Burdened Property, and to protect persons and property. Grantee shall be responsible, at its sole cost and expense, for the performance of the Authorized Use in compliance with all applicable laws and regulations. Whenever applicable, Grantee shall cause the Authorized Use to be performed by well-trained, properly licensed, and adequately supervised workers in a good and workmanlike manner, free from design, material, and workmanship defects. Grantee shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials necessary to perform the Authorized Use at Grantee's sole cost and expense. The Parties acknowledge and agree that Grantor shall have no responsibility for any aspect of the Authorized Use including, without limitation, the operation, use, maintenance, replacement, and repair of the Generator.

2.2. *Approvals.* At Grantee's sole cost, Grantee shall obtain any and all required approvals, permits, licenses, permissions, certificates, or other documents ("**Approvals**") from all federal, state, and local governmental authorities having jurisdiction over all or any part of the Easement Area including, without limitation, the Division of the State Architect and/or the Office of the State Fire Marshal ("**Authorities Having Jurisdiction**"), which are necessary to perform the Authorized Use on the Burdened Property and for Grantee's use of the Easement Area, in accordance with all laws. Grantor agrees to reasonably cooperate with and assist Grantee in so obtaining all necessary Approvals from any Authorities Having Jurisdiction.

2.3. *Maintenance & Repair.*

2.3.1. Grantee shall be responsible, at its sole cost and expense, for the operation, use, maintenance, replacement, and repair of the Generator, Easement Area, and any portion thereof, occasioned by, without limitation: (i) ordinary use and normal wear and tear; (ii) acts or omissions by persons other than Grantee, Grantor, or their employees, contractors, agents, tenants, or licensees; and/or (iii) forces or events beyond the reasonable control of the Parties as may be needed on a regular, on-going, or future

basis, except to the extent the need for such is caused by the negligence or willful misconduct of Grantor.

2.3.2. Prior to commencing any such maintenance and repair work, Grantee shall provide Grantor with seven (7) days' prior written notice; provided, however, in the event of an emergency affecting the safety of life, the Generator, the Easement Area, or the Burdened Property, Grantee, without needing to first obtain any special instruction or authorization from Grantor, is permitted to act at its reasonable discretion to prevent such threatened loss or injury, and shall notify Grantor in writing of the situation and Grantee's response thereto within twenty-four (24) hours of the emergency. In the event Grantee fails to promptly perform any aspect of its maintenance and repair obligations, Grantor shall have the right, but not the obligation, to perform any necessary repairs or replacements for the Generator and/or Easement Area, and Grantee shall reimburse Grantor for all incurred costs within forty-five (45) days of receipt of an invoice from Grantor therefor.

2.4. *Interference.* In the exercise of any rights granted herein this Easement Agreement or the performance of any activities of the Authorized Use, Grantee agrees to use all commercially reasonable efforts to limit as much interference and disruption as possible to the operations and facilities of, and to not create an undue safety risk at, the Burdened Property. Grantee shall not obstruct access to the Burdened Property without Grantor's express prior, written consent. To the extent possible, Grantee shall perform the Authorized Use in the manner most likely to minimize injury, damage, loss, and negative impacts to the Burdened Property. Grantee, and all persons performing the Authorized Use on its behalf, shall comply with all applicable security requirements of the Court while on or accessing the Burdened Property in connection with the Authorized Use.

2.5. *Damage.* In the exercise of any rights granted herein this Easement Agreement or the performance of any activities of the Authorized Use, Grantee shall make all reasonable efforts to avoid damage to the Easement Area, Burdened Property, and any portion thereof, including exploring and giving priority to any reasonable alternatives that avoids disturbing or causing damage to the Burdened Property. In the event the Burdened Property is disturbed or damaged by, without limitation, the Authorized Use or any other act or omission of Grantee, then Grantee shall, at its sole cost and expense, immediately repair (or cause to be repaired) such damage and restore (or cause to be restored) the Easement Area and/or Burdened Property to a condition at least equal to the pre-damaged condition, to Grantor's reasonable satisfaction. The Parties shall cooperate with each other in Grantee's performance of any such repairs to the Easement Area and Burdened Property as required herein.

2.6. *Clean Up.* Grantee shall ensure that the Easement Area and surrounding areas are kept in a safe, orderly, and reasonably clean condition. Upon completion of any activities of the Authorized Use, Grantee shall remove all debris thereof from the Burdened Property.

2.7. *Quiet Enjoyment.* In connection with Grantee's performance of the Authorized Use in and around the Easement Area and Burdened Property and/or Grantee's access to and use of the Easement Area provided hereunder, Grantee shall not conduct any activity that materially impairs Grantor's quiet enjoyment and beneficial use of the Burdened Property.

3. Term of Easement Agreement. This Easement Agreement shall be effective as of the Effective Date and shall continue for as long as Grantee continues to operate and use the Generator, unless otherwise terminated in writing by the Parties, as provided herein.

4. Discontinuance of Use; Termination.

4.1. Notwithstanding the foregoing, in the event that (i) Grantee discontinues its operation or use of the Generator, (ii) Grantee relocates the Generator to a different location, (iii) there is a material breach of the terms of this Easement Agreement which the breaching Party fails to reasonably cure within a reasonable period of time after a written demand therefor from the non-breaching Party, and/or (iv) the Parties mutually agree to terminate this Easement Agreement, this Easement Agreement shall terminate and shall be of no further force or effect. Upon any such termination of this Easement Agreement, the Parties agree to promptly execute in a recordable form any documents reasonably requested by either Party acknowledging the partial or complete termination of the Easement granted by this Easement Agreement and to take all other actions reasonably necessary to effectuate said termination.

4.2. Unless otherwise agreed to in writing by the Parties, Grantee will be responsible, at Grantee's sole cost and expense, for taking all actions, and obtaining any and all required permits or approvals, necessary for the removal of the Generator from the Burdened Property in accordance with all applicable laws upon Grantee's discontinuance of its operation or use, or Grantee's relocation of, the Generator from the Burdened Property or upon any other termination of this Easement Agreement. Grantor shall also have the right, but not the obligation, to perform any actions required for the removal of the Generator upon any such termination of this Easement Agreement, and Grantee shall reimburse Grantor for all incurred costs within forty-five (45) days of receipt of an invoice from Grantor therefor.

5. Indemnification and Hold Harmless. To the fullest extent permitted by law, Grantee, its elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the "**Grantee Parties**") shall, and hereby does, agree to indemnify, defend, and hold harmless the State of California; the Judicial Council of California; the Superior Court of California, County of Riverside; and its elected and appointed officials, judges, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (individually and collectively, the "**Grantor Parties**") from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs

(collectively “**Damages**”) incurred by the Grantor Parties to the extent that the same arise or result from or are caused by the negligence or willful misconduct of the Grantee Parties in connection with the Grantee Parties’ use of the Easement Area and/or in connection with the exercise of any other rights granted by this Easement Agreement with respect to the Burdened Property or any part thereof; provided, however, that Grantee shall not be obligated to indemnify, defend, or hold harmless the Grantor Parties from and against any Damages to the extent that such Damages are caused by the negligence or willful misconduct of the Grantor Parties.

6. Relation to Transfer Agreement. The Parties acknowledge and agree that in no event will this Easement Agreement or any rights granted hereunder in any way supersede, cancel, or nullify either Party’s rights and responsibilities set forth in the Transfer Agreement, which shall continue uninterrupted, in full force and effect, and without modification.

7. Notices. Any notices required or permitted to be given under the terms of this Easement Agreement must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Grantor: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-7074

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by Grantee relating to termination of this Easement Agreement or an alleged breach or default by Grantor of this Easement Agreement must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

If to Grantee: County of Riverside
Facilities Management
Attention: Shannon Chamberlain
3450 14th Street, Suite 201
Riverside, CA 92501
Voice: 951-955-8173

With a copy to: County of Riverside
Office of County Counsel
Attention: Ryan Yabko
3960 Orange Street, Suite 500
Riverside, CA 92501
Voice: 951-955-6300

8. Governing Law. This Easement Agreement, and the Parties' performance under this Easement Agreement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

9. Amendment. This Easement Agreement may be modified or amended only by written agreement signed by the Parties hereto.

10. Waiver. No waiver of any term or provision of this Easement Agreement shall be effective unless set forth in writing and signed by the Party giving the waiver. No failure or delay on the part of either Party hereto in the exercise of any right, power, or privilege granted by this Easement Agreement shall operate as a waiver of such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or future exercise thereof. A waiver given on any one occasion shall not operate as a continuing waiver of the same provision or as a waiver of any other provision set forth in this Easement Agreement.

11. Integration. This Easement Agreement contains the entire agreement of the Parties with respect to the subject matter described herein, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties with respect to the subject matter, except for the Transfer Agreement.

12. Severability. The invalidity of any provision in this Easement Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

13. No Third-Party Beneficiaries. This Easement Agreement is by and between the Parties and no third parties are intended to be benefited by the terms of this Easement Agreement, except for the Court.

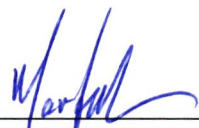
14. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall together be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

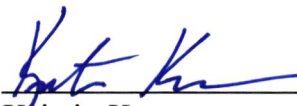
IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the dates written below.

“GRANTOR”

**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**

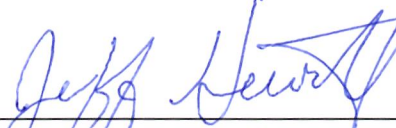
By: 
Name: Martin Hoshino
Title: Administrative Director
Date: 9/14/2022

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

By: 
Name: Kristin Kerr
Title: Supervising Attorney
Date: 9.6.2022

“GRANTEE”

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

By: 
Name: Jeff Hewitt
Title: Chair, Board of Supervisors
Date: 10/4/22

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 

APPROVED AS TO FORM:
County Counsel


By: 
Name: Ryan Yabko
Title: Deputy County Counsel
Date: 9/22/22

EXHIBIT "A"

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

Block 11, Range 6 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California.

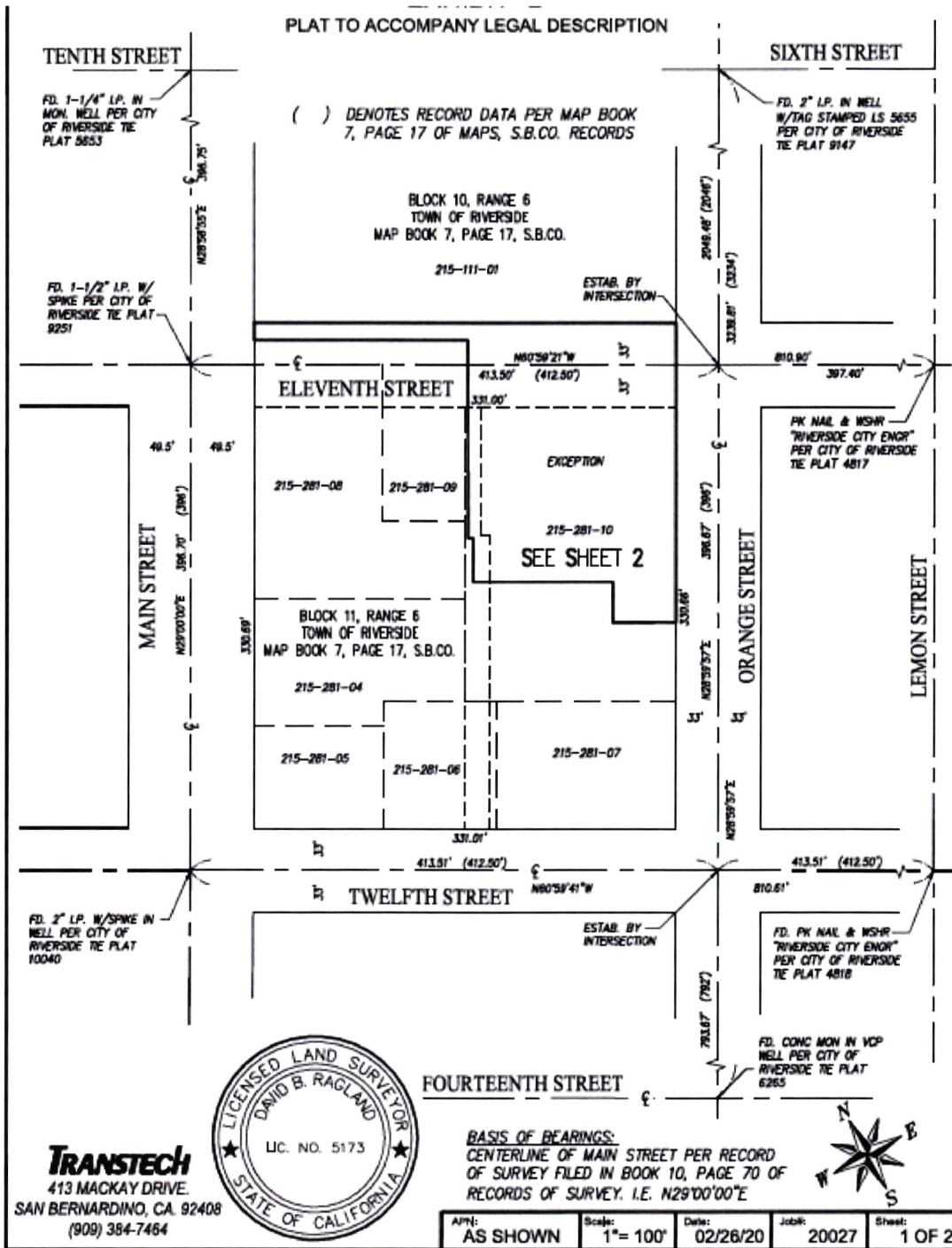
TOGETHER WITH that portion of Eleventh Street, as vacated by City of Riverside Resolution No. 17050, a certified copy of which was recorded on November 1, 1989 as Instrument Number 381397, records of Riverside County and more particularly described as follows:

That portion of Eleventh Street, as per Map of the Town of Riverside, on file in Book 7, Page 17 of Maps, records of San Bernardino County, State of California, lying northeasterly of the southwesterly prolongation of the northwesterly line of Block 10, Range 6 of said map and lying northwesterly of the southwesterly prolongation of the southeasterly line of said Block 10, Range 6.

EXCEPTING THEREFROM those portions of Block 11, Range 6 and Eleventh Street as shown by Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at the northeast corner of said Block 11, Range 6; thence South $28^{\circ}59'57''$ West along the westerly line of Orange Street 168.90 feet; thence North $61^{\circ}07'51''$ West 49.63 feet; thence North $28^{\circ}52'09''$ East 32.04 feet; thence North $60^{\circ}59'56''$ West 109.30 feet; thence North $29^{\circ}04'33''$ East 34.26 feet; thence North $60^{\circ}53'47''$ West 3.85 feet; thence North $28^{\circ}50'13''$ East 155.16 feet; thence North $60^{\circ}59'21''$ West 167.77 feet to a point on the southwesterly prolongation of the northwesterly line of said Block 10, Range 6; thence North $28^{\circ}59'27''$ East along said southwesterly prolongation 13.58 feet to the southwest corner of said Block 10, Range 6; thence South $60^{\circ}59'21''$ East along the southerly line of said Block 10, Range 6 a distance of 331.01 feet to the southeast corner of said Block 10, Range 6; thence South $28^{\circ}59'57''$ West along the southwesterly prolongation of the southeasterly line of said Block 10, Range 6 a distance of 66.00 feet to the POINT OF BEGINNING.

PLAT TO ACCOMPANY LEGAL DESCRIPTION



TRANSTECH
413 MACKAY DRIVE
SAN BERNARDINO, CA. 92408
(909) 384-7464

APPN:	Scale:	Date:	Job:	Sheet:
AS SHOWN	1" = 100'	02/26/20	20027	1 OF 2

EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT

That portion of Block 11, Range 6 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

COMMENCING at a point on the easterly line of said Block 11, distant thereon 136.98 feet from the northeast corner of said Block 11; thence North $60^{\circ}59'56''$ West 129.85 feet to the POINT OF BEGINNING; thence South $28^{\circ}59'58''$ West 79.67 feet; thence North $60^{\circ}59'41''$ West 18.67 feet; thence North $28^{\circ}59'58''$ East 79.67 feet; thence South $60^{\circ}59'56''$ East 18.67 feet to the POINT OF BEGINNING.

Contains 1,487 square feet, more or less.

Prepared by:
TRANSTECH ENGINEERS, INC.

David B. Ragland 3/12/20
David B. Ragland, U.S. 5173 Date



EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BASIS OF BEARINGS:
 CENTERLINE OF MAIN STREET PER RECORD
 OF SURVEY FILED IN BOOK 10, PAGE 70 OF
 RECORDS OF SURVEY. I.E. N29°00'00"E

() DENOTES RECORD DATA PER MAP BOOK
 7, PAGE 17 OF MAPS, S.B.CO. RECORDS

BLOCK 10, RANGE 6
 TOWN OF RIVERSIDE
 MAP BOOK 7, PAGE 17, S.B.CO.

215-111-01

ESTAB. BY
 INTERSECTION

ELEVENTH STREET

N60°59'21"W 33'
 413.50' (412.50') 33'

331.00'

215-281-08 215-281-09

EXCEPTION

SEE SHEET 2

BLOCK 11, RANGE 6
 TOWN OF RIVERSIDE
 MAP BOOK 7, PAGE 17, S.B.CO.

215-281-04

215-281-05

215-281-06

215-281-07

331.01'

413.51' (412.50')

33'

TWELFTH STREET

N60°59'41"W

SIXTH STREET

FD. 2" I.P. IN WELL
 W/TAG STAMPED LS 5655
 PER CITY OF RIVERSIDE
 THE PLAT 9147

2048.48' (2046')

3238.81' (3234')

810.90'

387.40'

PK NAIL & WSHR
 "RIVERSIDE CITY ENGR"
 PER CITY OF RIVERSIDE
 THE PLAT 4817

ORANGE STREET

LEMON STREET

TENTH STREET

FD. 1-1/4" I.P. IN
 MON. WELL PER CITY
 OF RIVERSIDE THE
 PLAT 5653

306.75'

N28°58'55"E

FD. 1-1/2" I.P. W/
 SPIKE PER CITY OF
 RIVERSIDE THE PLAT
 9251

MAIN STREET

49.5'

49.5'

398.70' (398')

N29°00'00"E

330.69'

N28°59'57"E

330.66'

N28°59'57"E

33'

N28°59'57"E

33'

FD. 2" I.P. W/SPIKE IN
 WELL PER CITY OF
 RIVERSIDE THE PLAT
 10040

ESTAB. BY
 INTERSECTION

FD. PK NAIL & WSHR
 "RIVERSIDE CITY ENGR"
 PER CITY OF RIVERSIDE
 THE PLAT 4818

330.66'

N28°59'57"E

33'

N28°59'57"E

33'

FD. CONC MON IN WCP
 WELL PER CITY OF
 RIVERSIDE THE PLAT
 6265

FOURTEENTH STREET



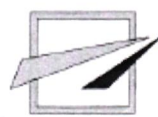
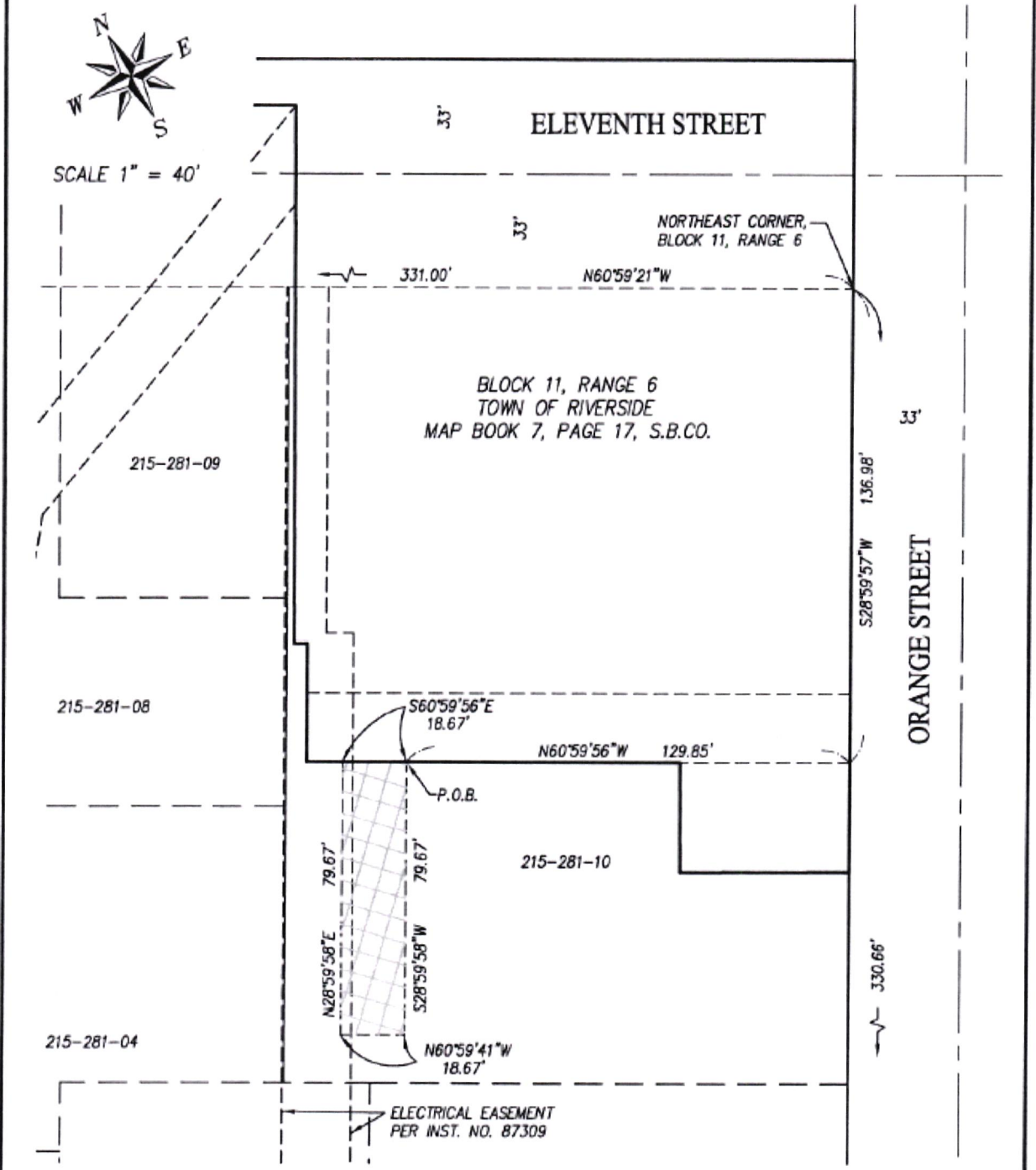
TRANSTECH
 413 MACKAY DRIVE
 SAN BERNARDINO, CA. 92408
 (909) 384-7464



COUNTY OF RIVERSIDE EDA
 EASEMENT PLAT

APH: AS SHOWN	Scale: 1" = 100'	Date: 03/12/20	Job#: 20027	Sheet: 1 OF 2
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EXHIBIT "B"



413 MACKAY DRIVE
 SAN BERNARDINO, CA. 92408
 (909) 384-7464

TRANSTECH

LEGEND

 EASEMENT AREA
 1,487 SQ. FT.

COUNTY OF RIVERSIDE EDA
EASEMENT PLAT
 ACCESS EASEMENT

APN: AS SHOWN	Scale: 1" = 40'	Date: 03/12/20	Job#: 20027	Sheet: 2 OF 2
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STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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On October 4, 2022, before me, Breanna Smith, Board Assistant, personally appeared Jeff Hewitt, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

THIS ACKNOWLEDGEMENT IS SUBMITTED PURSUANT TO GOVERNMENT CODE § 25103

OCT 04 2022 3.14

COUNTY OF RIVERSIDE 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 _____

On _____ before me, _____, Notary Public, personally appeared _____, 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)

STATE OF CALIFORNIA ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF Sacramento

On September 4, 2022 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 



(Seal)

PROJECT: GENERATOR EASEMENT (HALL OF JUSTICE)

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

This is to certify that the interest in real property conveyed by Generator Easement Agreement dated _____ from STATE OF CALIFORNIA, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution No. 99-099 of the Board of Supervisors adopted on April 20, 1999, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 20_____.

By _____
Rose Salgado
Director of Facilities Management

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

JUDICIAL COUNCIL OF CALIFORNIA
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Attn: Manager, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.	SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY
Portions of APN: 215-281-010; County of Riverside	
EASEMENT DEED	Agency: Judicial Council of California Project: Hall of Justice Project Parcel: Judicial Council: 33-A3, DGS: _____
<p>The COUNTY OF RIVERSIDE, a political subdivision of the State of California (“Grantor”), hereby GRANTS to the STATE OF CALIFORNIA (“Grantee”) the following described easement for ingress and egress purposes and all other such uses appurtenant thereto, in, over, under, along, and across the real property located in the State of California, County of Riverside, City of Riverside, described as follows:</p> <p style="text-align: center;">See Exhibits “A” and “B” consisting of three (3) pages attached hereto and by this reference made a part hereof.</p>	
<p>ATTEST: Kecia R. Harper Clerk of the Board</p> <p>By: <u><i>Branan Smith</i></u></p> <p>APPROVED AS TO FORM County Counsel</p> <p>By: <u><i>[Signature]</i></u> Name: Ryan Yabko Title: Deputy County Counsel</p>	<p>GRANTOR:</p> <p>COUNTY OF RIVERSIDE, a political subdivision of the State of California</p> <p>By: <u><i>[Signature]</i></u> Name: Jeff Hewitt Title: Chair, Board of Supervisors Date: <u>10/4/22</u></p>

EXHIBIT "A" TO EASEMENT DEED

**Legal Description
Easement County to State**

That portion of Block 11, Range 6 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 7, Page 17 of Maps, in the office of the County Recorder of San Bernardino County, California, described as follows:

BEGINNING at a point on the easterly line of said Block 11, distant thereon 136.98 feet from the northeast corner of said Block 11; thence North 60°59'56" West 159.00; thence North 29°04'33" East 20.00 feet; thence South 60°59'56" East 158.98 feet to a point on the easterly line of said Block 11; thence South 28°59'57" West along said easterly line 20.00 feet to the POINT OF BEGINNING.

Contains 3,180 square feet, more or less.

Prepared by:
TRANSTECH ENGINEERS, INC.

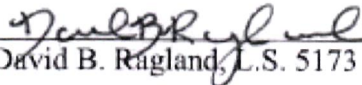
 3/12/20
David B. Ragland, L.S. 5173 Date



EXHIBIT "B" TO EASEMENT DEED

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF EASEMENT

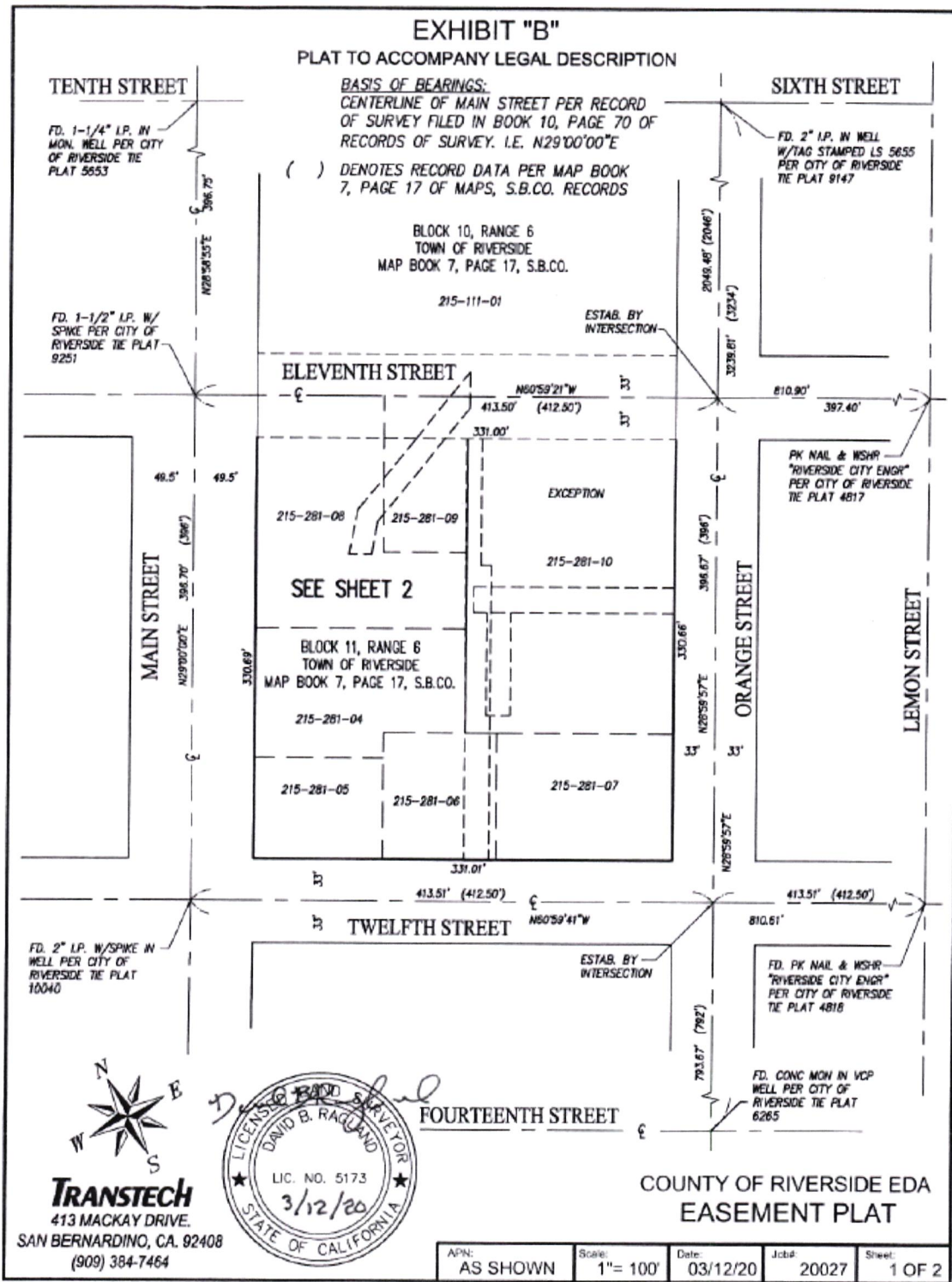
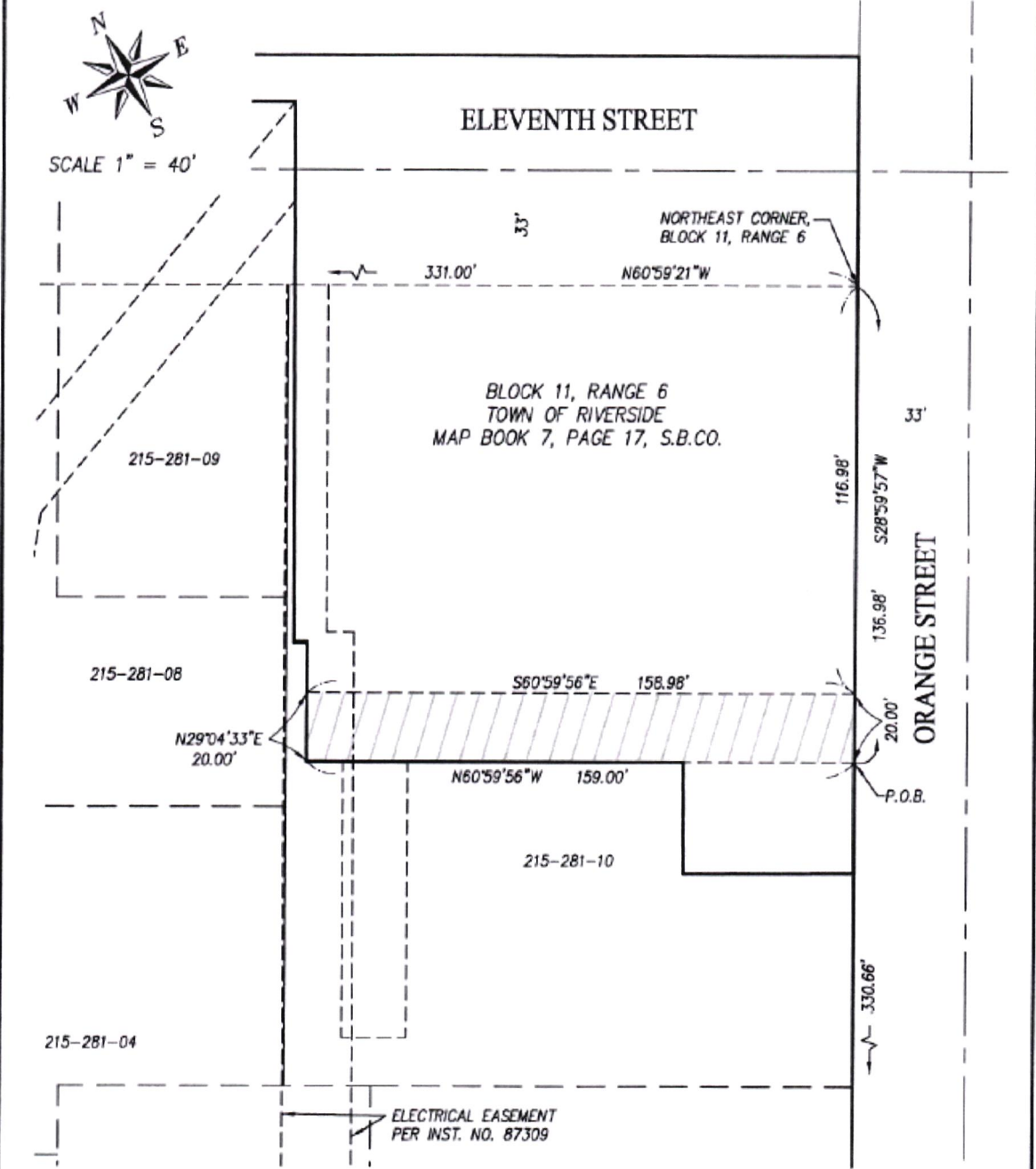
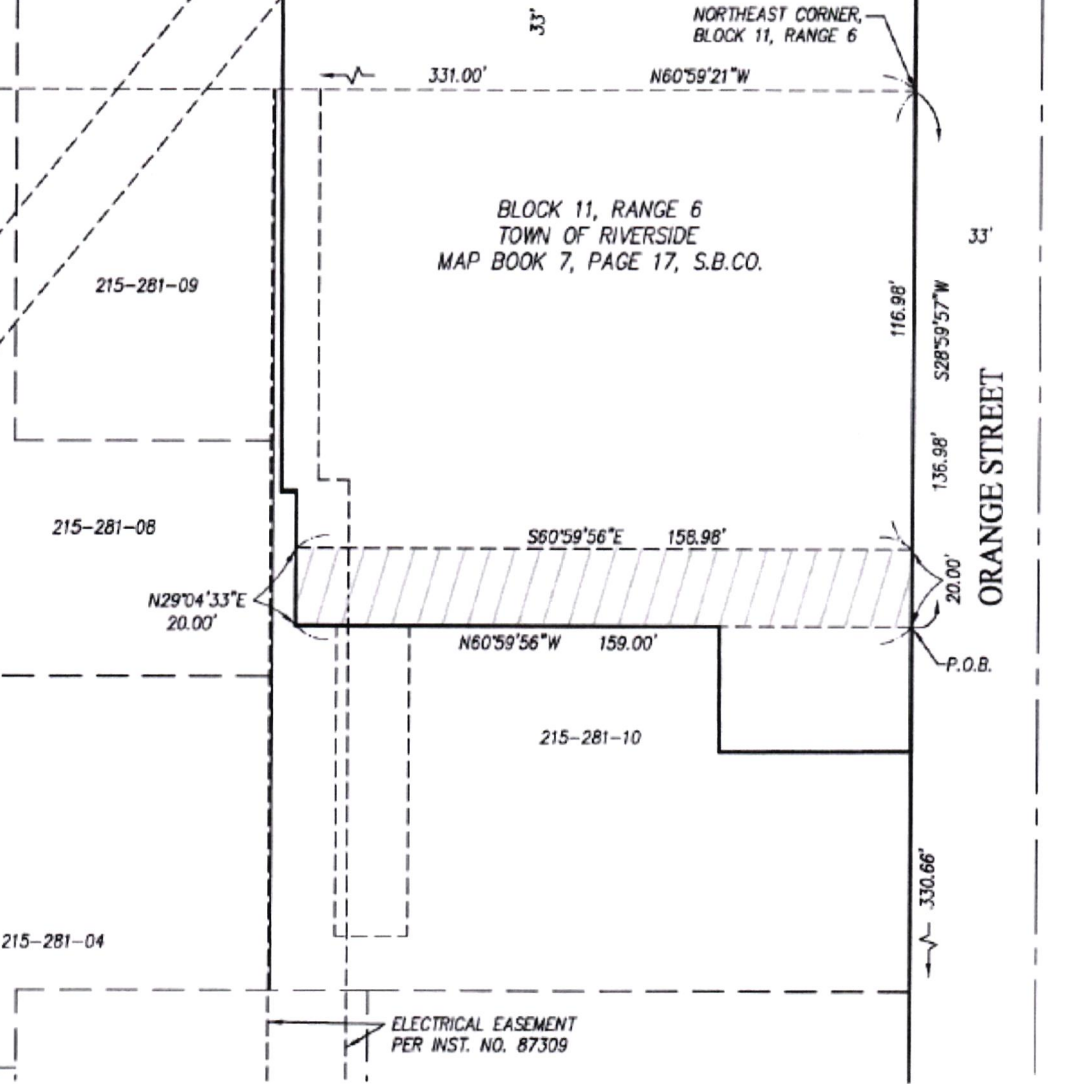


EXHIBIT "B"




SCALE 1" = 40'



413 MACKAY DRIVE.
SAN BERNARDINO, CA. 92408
(909) 384-7464

LEGEND

 DEDICATION AREA
3,180 SQ. FT.

COUNTY OF RIVERSIDE EDA
EASEMENT PLAT
ACCESS EASEMENT

APN: AS SHOWN	Scale: 1" = 40'	Date: 03/12/20	Job#: 20027	Sheet: 2 OF 2
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STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §
}

On October 4, 2022, before me, Breanna Smith, Board Assistant, personally appeared Jeff Hewitt, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

THIS ACKNOWLEDGEMENT IS SUBMITTED PURSUANT TO GOVERNMENT CODE § 25103

OCT 04 2022 3.14

NOTARY 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 _____

On _____ before me, _____, Notary Public, personally appeared _____, 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)

Agency: Judicial Council of California
Project Name: Hall of Justice
Court Facility No.: 33-A3

DGS Parcel No.: _____
Assessor Parcel No: 215-281-010
County: Riverside

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 Easement Deed, dated _____, from the COUNTY OF RIVERSIDE, a political subdivision of the State of California, to the STATE OF CALIFORNIA, on behalf of the Judicial Council 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 _____. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted


STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By: _____
Name: Koreen H. van Ravenhorst
Title: Deputy Director

Date: _____


Consent

JUDICIAL COUNCIL OF CALIFORNIA

By:  _____
Name: Martin Hoshino
Title: Administrative Director

Date: 9/14/2022

Approved as to form:
JUDICIAL COUNCIL OF CALIFORNIA,
LEGAL SERVICES


By:  _____
Name: Kristin Kerr
Title: Supervising Attorney, Real Estate Unit

Date: 9-6-2022

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202200981
10/06/2022 04:15 PM Fee: \$ 50.00
Page 1 of 2

Removed: _____ By: _____ Deputy



NOTICE OF EXEMPTION

September 13, 2022

Project Name: Conveyance of Hall of Justice Property to the State of California Judicial Council of California, Administrative Office of the Courts (JC-AOC)

Project Number: FM0411100039

Project Location: East side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, Assessor's Parcel Numbers (APNs): 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010

Description of Project: On August 30, 2022, per M.O. 3.18, the Board of Supervisors approved Resolution No. 2022-151, Declaration of Exempt Surplus Real Property and Notice of Intention to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010, by Grant Deed to the State of California (State), to transfer the Hall of Justice courthouse to the JC-AOC.

The transfer is made pursuant to the May 8, 2007, Minute Order 3.8, and Senate Bill 1732, in which the Board of Supervisors approved the Transfer Agreement for the Transfer of Responsibility for Court Facility for the Hall of Justice (Transfer Agreement) court building in Riverside to the JC-AOC. The Transfer Agreement enabled the transfer of responsibility for funding and operation until the financing obligation was satisfied. Upon the satisfaction of full finance repayment, the County of Riverside (County) was to transfer title to the property to State of California (State).

The County now seeks to effectuate the transfer of ownership for the Hall of Justice through the attached Datedown Certificate and as outlined in the Transfer Agreement and an Amendment approved on January 30, 2009 per M.O. 3.8 (Amendment). The Datedown Certificate certifies and warrants that the State and County have fulfilled their obligations per the Transfer Agreement and Amendment to effectuate the transfer of title for the Hall of Justice.

In addition to transferring ownership, the County and State agreed to issue additional agreements and easements to maintain functionality for the JC-AOC's operation of the Hall of Justice and the County's operation of the Riverside Historic Courthouse and Robert Presley Detention Center. Pursuant to the Transfer Agreement, the State will issue a Non-Exclusive License Agreement for Use of Real Property (License Agreement), which will allow the County to access the telecommunications room (Room 142) in the Hall of Justice for the operation and maintenance of the COR-VOIP System formerly identified as the "LIM Equipment." The State will also issue a tunnel easement to the County pursuant to the attached Tunnel Easement Agreement (Tunnel Easement) to allow access from the Robert Presley Detention Center to the Hall of Justice, and a Generator Easement Agreement (Generator Easement) to enable the County to maintain the back-up generator that services the Historic Courthouse.

The State requests an Easement Deed (Easement) for ingress and egress purposes through the County owned property identified by Assessor's Parcel Number 215-281-010 (County Property). This Easement will provide the JC-AOC staff with an approximate 3,180 square foot access path through the County Property to the Hall of Justice secured parking area.

OCT 04 2022 3.14

The conveyance of Property to the JC-AOC and access agreements is identified as the proposed project under the California Environmental Quality Act (CEQA). The facility will continue to operate in a similar manner and no expansion of use would occur. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

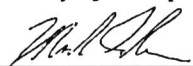
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with conveyance of the Property to the JC-AOC.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the administrative transfer of property from the County to the JC-AOC, which is the current tenant in the building. The mechanism for the transfer agreement was previously approved in 2007 and the terms of the obligations have been satisfied to initiate the transfer. The use of the site would continue in the same manner as the current use and would not require any expansion of service or facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property to the JC-AOC is an administrative function and would not result in direct effects. Indirect effects of the transfer would be for the JC-AOC to own the facility in which they operate. In addition, easements and access would provide the necessary permissions that would allow the JC-AOC and County to operate in a similar manner. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 9-13-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

<small>FOR COUNTY CLERK USE ONLY</small>	
Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.	
<u>10/5/22</u> Date	<u>B8</u> Initial

NOTICE OF EXEMPTION

September 13, 2022

Project Name: Conveyance of Hall of Justice Property to the State of California Judicial Council of California, Administrative Office of the Courts (JC-AOC)

Project Number: FM0411100039

Project Location: East side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, Assessor's Parcel Numbers (APNs): 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010

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OCT 04 2022 3.14

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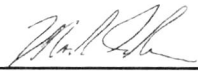
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Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061 and 15300 to 15301.

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Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ **Date:** 9-13-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Conveyance of Hall of Justice Property to Judicial Council of California

Accounting String: 524830-47220-7200400000 - FM0411100039

DATE: September 13, 2022

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Shannon Chamberlain, Real Property III Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3450 14th St, Suite 200, Riverside, CA 92501

Date: September 13, 2022
To: Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0411100039**
Conveyance of Hall of Justice Property to Judicial Council of California

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600


Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,
3450 14th Street, Suite 200, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202200981 10/06/2022 04:15 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

September 13, 2022

Project Name: Conveyance of Hall of Justice Property to the State of California Judicial Council of California, Administrative Office of the Courts (JC-AOC)

Project Number: FM0411100039

Project Location: East side of Winchester Road, approximately 240 feet south of Sky Canyon Drive, Assessor's Parcel Numbers (APNs): 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010

Description of Project: On August 30, 2022, per M.O. 3.18, the Board of Supervisors approved Resolution No. 2022-151, Declaration of Exempt Surplus Real Property and Notice of Intention to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-281-004, 215-281-005, 215-281-006, 215-281-007, 215-281-008, 215-281-009, and portions of 215-281-010, by Grant Deed to the State of California (State), to transfer the Hall of Justice courthouse to the JC-AOC.

The transfer is made pursuant to the May 8, 2007, Minute Order 3.8, and Senate Bill 1732, in which the Board of Supervisors approved the Transfer Agreement for the Transfer of Responsibility for Court Facility for the Hall of Justice (Transfer Agreement) court building in Riverside to the JC-AOC. The Transfer Agreement enabled the transfer of responsibility for funding and operation until the financing obligation was satisfied. Upon the satisfaction of full finance repayment, the County of Riverside (County) was to transfer title to the property to State of California (State).

The County now seeks to effectuate the transfer of ownership for the Hall of Justice through the attached Datedown Certificate and as outlined in the Transfer Agreement and an Amendment approved on January 30, 2009 per M.O. 3.8 (Amendment). The Datedown Certificate certifies and warrants that the State and County have fulfilled their obligations per the Transfer Agreement and Amendment to effectuate the transfer of title for the Hall of Justice.

In addition to transferring ownership, the County and State agreed to issue additional agreements and easements to maintain functionality for the JC-AOC's operation of the Hall of Justice and the County's operation of the Riverside Historic Courthouse and Robert Presley Detention Center. Pursuant to the Transfer Agreement, the State will issue a Non-Exclusive License Agreement for Use of Real Property (License Agreement), which will allow the County to access the telecommunications room (Room 142) in the Hall of Justice for the operation and maintenance of the COR-VOIP System formerly identified as the "LIM Equipment." The State will also issue a tunnel easement to the County pursuant to the attached Tunnel Easement Agreement (Tunnel Easement) to allow access from the Robert Presley Detention Center to the Hall of Justice, and a Generator Easement Agreement (Generator Easement) to enable the County to maintain the back-up generator that services the Historic Courthouse.

The State requests an Easement Deed (Easement) for ingress and egress purposes through the County owned property identified by Assessor's Parcel Number 215-281-010 (County Property). This Easement will provide the JC-AOC staff with an approximate 3,180 square foot access path through the County Property to the Hall of Justice secured parking area.

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The conveyance of Property to the JC-AOC and access agreements is identified as the proposed project under the California Environmental Quality Act (CEQA). The facility will continue to operate in a similar manner and no expansion of use would occur. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

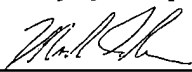
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with conveyance of the Property to the JC-AOC.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to the administrative transfer of property from the County to the JC-AOC, which is the current tenant in the building. The mechanism for the transfer agreement was previously approved in 2007 and the terms of the obligations have been satisfied to initiate the transfer. The use of the site would continue in the same manner as the current use and would not require any expansion of service or facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property to the JC-AOC is an administrative function and would not result in direct effects. Indirect effects of the transfer would be for the JC-AOC to own the facility in which they operate. In addition, easements and access would provide the necessary permissions that would allow the JC-AOC and County to operate in a similar manner. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ **Date:** 9-13-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

Hall of Justice Aerial



Legend

- Parcels
- Blueline Streams
- City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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