

**NOTE: THIS IS A GENERAL FORM OF DOCUMENT ONLY. THE STATE PUBLIC WORKS BOARD AND THE STATE'S FINANCING TEAM HAVE FULL RIGHT AND AUTHORITY TO ALTER, CHANGE, AND MODIFY THIS GENERAL FORM, INCLUDING ITS EXHIBITS AND ATTACHMENTS, AS NECESSARY, UPON ADVICE OF COUNSEL, TO FACILITATE THE FINANCING AS THEY DEEM NECESSARY.**

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


NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR RECORDER'S USE]

**EASEMENT AGREEMENT FOR GRANTS OF  
ACCESS, UTILITIES AND REPAIRS**

This Easement Agreement for Grants of Access, Utilities and Repairs (this "Easement Agreement"), dated for reference only as of \_\_\_\_\_, 20\_\_\_, is made by and between COUNTY OF \_\_\_\_\_, (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA (the "Department"), an entity of state government of the State of California, as grantee. The Participating County and the Department are sometimes referred to collectively as the "Parties" and individually as a "Party."

**RECITALS**

A. The Participating County, as landlord, and the Department as tenant, entered into a ground lease dated as of \_\_\_\_\_, 20\_\_\_ for reference only, (the "Ground Lease") for the lease of that certain real property located in the County of \_\_\_\_\_ and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Site"); and

B. The Ground Lease provides that the Participating County, as owner of certain real property adjacent to the Site, shall grant Easements to the Department in the Easement Property, which is more particularly described in Exhibit 2, attached hereto and incorporated herein by this reference; and

C. The Participating County desires to grant and the Department desires to accept the grant of Easements in the Easement Property on the terms and conditions contained in this Easement Agreement.

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

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Ground Lease or the Project Delivery and Construction Agreement.

2. Grant and Description of Easements.

2.1 Grant of Access Easement. The Participating County, as the owner of the Easement Property, hereby establishes and grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement over and across the Easement Property as shown in Exhibit 2 hereto for purposes of ingress and egress to and from the Site and the Project (the "Access Easement"); provided, however, that rights pursuant to such Access Easement shall only be exercised if there is no reasonable access to the Site and the Project via adjacent public streets and roadways and subject to the security limitations set forth in Section 2.3 hereof; and provided further, that such Access Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease.

2.2 Grant of Utilities and Repairs Easement. The Participating County, as the owner of the Easement Property, hereby grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement across, over and under the Easement Property as shown in Exhibit 2 hereto for the purpose of: a) installation, maintenance and replacement of utility wires, cables, conduits and pipes for "Utilities", as defined below; and b) other purposes and uses necessary or desirable for the repair, operation and maintenance of the Facility (the "Utilities and Repairs Easement" and together with the Access Easement, the "Easements"); provided, however, that such Utilities and Repairs Easement is subject to the security limitations set forth in Section 2.3 hereof; and; provided further, that such Utilities and Repairs Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease. "Utilities" shall mean any and all wet and dry utilities (including sewer) necessary or required to service the Facility, including, without limitation, all electrical, natural gas, water, sewer, telephone, data, and other telecommunications services.

2.3 Security Limitation on Easements. The exercise of the rights granted under the Easements will be expressly subject to the limitations and requirements imposed by the Participating County's customary security measures for the Participating County's facilities that may be located on the Easement Property (the "Security Measures"). Prior to the exercise of any

rights under the Easements, the Department or the Board, as the case may be, or their respective lessees, successors or assigns shall contact the [Title of Appropriate Individual at Participating County] to ensure that such exercise of rights granted under the Easements will be in compliance with the requirements of the Security Measures.

3. No Unreasonable Interference. The Participating County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use of the Easements.

4. Term of Easement Agreement; No Termination by Breach. The term of this Easement Agreement shall be coextensive with the Term of the Ground Lease, as such Term may be extended or terminated as provided in the Ground Lease. No breach of this Easement Agreement shall entitle any of the Parties hereunder to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any breach.

5. Character. The Easements granted by this Easement Agreement shall be appurtenant to the Site and non-exclusive and for the use and benefit of the Department and the Board. This Easement Agreement is not intended to grant a fee interest in the Easement Property, nor is it intended to be a lease or a license. The Department acknowledges that the Easements herein granted are non-exclusive easements and that the Participating County and its successors and assigns may grant one or more additional non-exclusive easements in the Easement Property to third parties, so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easements by the Department or the Board or that of their respective lessees, successors or assigns.

6. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement Agreement and the Easements are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Easement Property and shall be binding upon all parties having or in the future acquiring any interest in the Easement Property.

7. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the Participating County, the Department, and the Board.

8. Recordation of Easement Agreement. This Easement Agreement shall be recorded in the Official Records of [ ] County, State of California, and shall serve as notice to all parties succeeding to the interest of the Parties hereto that their use of the Site and the Project and the Easement Property shall be benefited or restricted, or both, in the manner herein described.

9. Entire Agreement; Amendments. This Easement Agreement contains the entire agreement of the Parties hereto relating to the Easements herein granted. Any representations or modifications concerning this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the Department and approved by the Board and

the current owner of the Easement Property and recorded in the Official Records of \_\_\_\_\_ County, State of California.

10. Warranty of Authority. The Participating County represents and warrants as of the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the Department prior to the Effective Date, and (iv) if necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**THE COUNTY OF** \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[“DEPARTMENT OF CORRECTIONS AND REHABILITATION” OR “BOARD OF STATE AND COMMUNITY CORRECTIONS”] OF THE STATE OF CALIFORNIA**

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

Name:

Title: Executive Director

**CONSENT: STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA**

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

Name:

Title: Deputy Director

**APPROVED: DEPARTMENT OF GENERAL  
SERVICES OF THE STATE OF  
CALIFORNIA**

(Pursuant to Government Code Section 11005)

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

Name:

Title: Section Chief  
Real Property Services

FORM OF DOCUMENT

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State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, notary,  
(here insert name and title of the officer)

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)

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State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, notary,  
(here insert name and title of the officer)

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)

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**CERTIFICATE OF ACCEPTANCE**

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of \_\_\_\_\_, 20\_\_ for reference only from the County of \_\_\_\_\_, a Political Subdivision of the State of California to the State of California on behalf of the ["Department of Corrections and Rehabilitation" OR "Board of State and Community Corrections"] of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

*Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.*

**ACCEPTED**

STATE PUBLIC WORKS BOARD OF THE  
STATE OF CALIFORNIA

By: \_\_\_\_\_  
Name:  
Title: Deputy Director

Date: \_\_\_\_\_

**APPROVED**

["DEPARTMENT OF CORRECTIONS AND  
REHABILITATION" OR "BOARD OF STATE  
AND COMMUNITY CORRECTIONS"] OF THE  
STATE OF CALIFORNIA

By: \_\_\_\_\_  
Name:  
Title: Executive Director

Date: \_\_\_\_\_

**APPROVED**

DEPARTMENT OF GENERAL SERVICES OF  
THE STATE OF CALIFORNIA  
(Pursuant to Government Code Section 11005)

By: \_\_\_\_\_  
Name:  
Title: Section Chief  
Real Property Services

Date: \_\_\_\_\_



**EXHIBIT 1 TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE SITE**

[To Be Attached]

FORM OF DOCUMENT

**EXHIBIT 2 TO EASEMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE EASEMENT PROPERTY**

[To Be Attached]

FORM OF DOCUMENT