

**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 MENDOCINO, (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the 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 Mendocino 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 legally described and graphically depicted in Exhibit 2, attached hereto and incorporated herein by this reference, and further identified as Easement Area 1, Easement Area 2, Easement Area 3, Easement Area 4, and Easement Area 5 (collectively the "Easement Areas") in said Exhibit 2; and

C. The Participating County desires to grant and the Department desires to accept the grant of Easements in the Easement Areas 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 Descriptions of Easements.

2.1 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. In the event the Participating County satisfies its obligations under Section 4. (c) of the Ground Lease by entering into an easement agreement with the City of Ukiah for sewer utility services at the Site, the City of Ukiah shall have the right of non-exclusive use of the Access Easement to the extent reasonably necessary to maintain, repair, and restore the sewer utility.

2.2 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 together with the right of access over the Easement Property as reasonably necessary for the installation, maintenance, and replacement of the Utilities (the “Utilities and Repairs Easement”); 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 Sheriff 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 Mendocino 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 Mendocino 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 MENDOCINO

By: _____

Name: Carmel J. Angelo
Title: Chief Executive Officer

**BOARD OF STATE AND
COMMUNITY CORRECTIONS OF
THE STATE OF CALIFORNIA**

By: _____

Name: Kathleen T. Howard
Title: Executive Officer

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

By: _____

Name: Koreen H. van Ravenhorst
Title: Deputy Director

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

(Pursuant to Government Code Section 11005)

By: _____

Name: Michael Butler
Title: Section Chief, Real Property Services

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 _____, 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)

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 _____, 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)

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 Mendocino, a Political Subdivision of the State of California to the State of California on behalf of the 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: _____

Date: _____

Name: Koreen H. van Ravenhorst

Title: Deputy Director

APPROVED

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____

Date: _____

Name: Kathleen T. Howard

Title: Executive Officer

APPROVED

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

By: _____

Date: _____

Name: Michael Butler

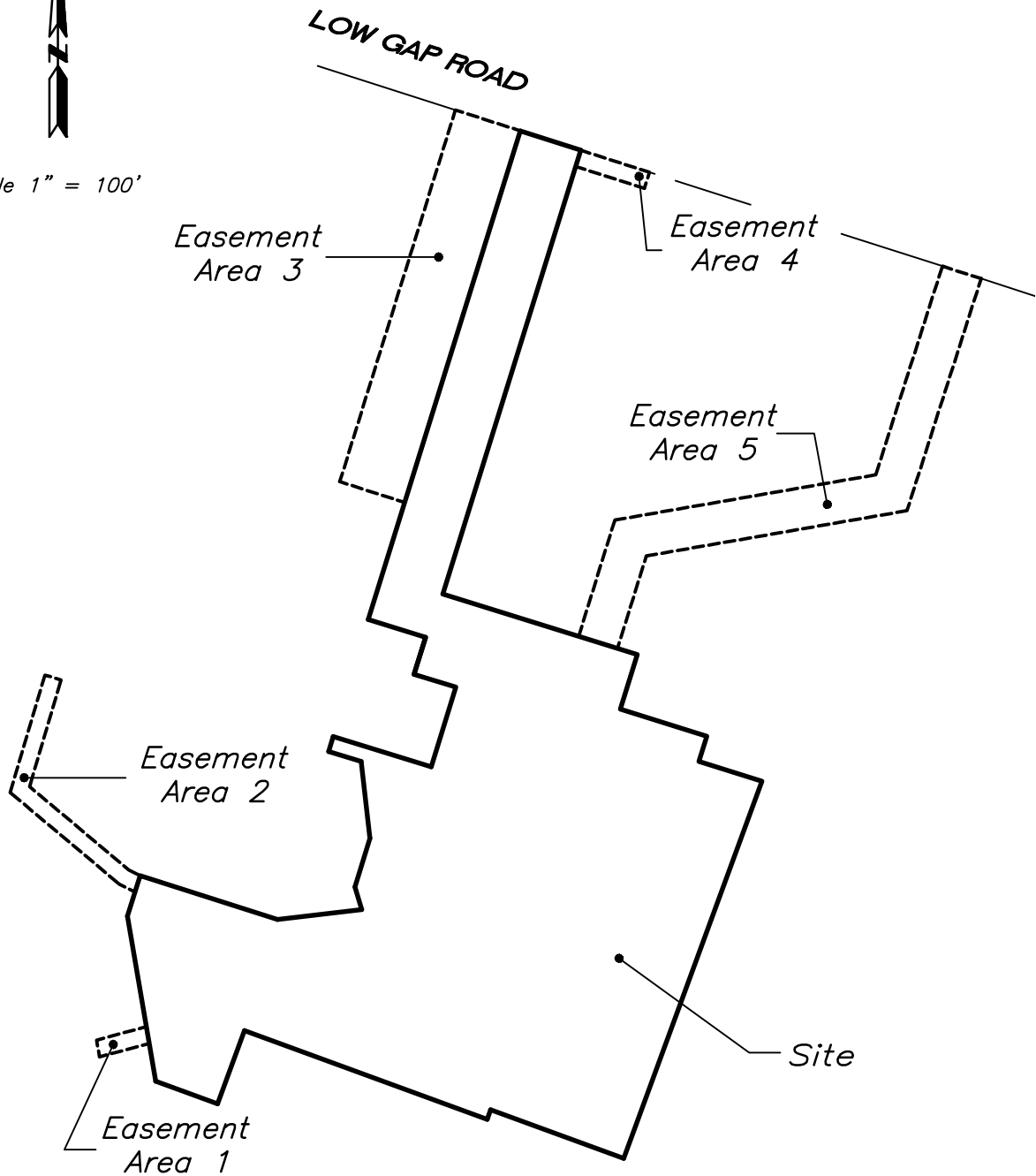
Title: Section Chief
Real Property Services

EXHIBIT 1 TO EASEMENT AGREEMENT
LEGAL DESCRIPTION OF THE SITE

MAP OF SITE AND EASEMENT AREAS



Scale 1" = 100'



Legal Description-Site

The land referred to herein below is situated in the City of Ukiah, County of Mendocino, State of California.

Being a portion of the lands of the County of Mendocino as described in Book 26 of Deeds, Page 382, Mendocino County Records, lying in Lot 8 of the Yokayo Rancho as set forth on the Map of the County Farm, filed in Map Case 1, Drawer 3, Page 97, Mendocino County Records, more particularly described as follows:

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30, said point also being the **Point of Beginning** of the hereinafter described site lease boundary; thence the following courses:

- South 17°16'58" West, a distance of 301.76 feet;
- South 72°56'46" East, a distance of 35.30 feet;
- South 17°03'14" West, a distance of 22.94 feet;
- South 72°56'46" East, a distance of 25.68 feet;
- South 17°03'14" West, a distance of 49.07 feet;
- North 72°56'46" West, a distance of 60.52 feet;
- South 17°03'14" West, a distance of 9.19 feet;
- South 72°56'46" East, a distance of 20.02 feet;
- South 06°40'15" East, a distance of 45.61 feet;
- South 17°15'51" West, a distance of 30.08 feet;
- South 16°53'43" East, a distance of 13.80 feet;
- South 83°12'29" West, a distance of 49.99 feet;
- North 72°20'14" West, a distance of 85.00 feet;
- South 17°39'46" West, a distance of 25.00 feet;
- South 09°48'17" East, a distance of 98.66 feet;
- South 69°54'24" East, a distance of 38.81 feet;
- North 20°05'36" East, a distance of 45.90 feet;
- South 69°54'24" East, a distance of 152.46 feet;
- North 20°05'36" East, a distance of 6.05 feet;
- South 69°54'24" East, a distance of 83.57 feet;
- North 20°05'36" East, a distance of 236.86 feet;
- North 72°32'55" West, a distance of 38.90 feet;
- North 17°27'16" East, a distance of 15.53 feet;
- North 72°31'25" West, a distance of 53.37 feet;
- North 17°13'25" East, a distance of 33.63 feet;
- North 72°43'02" West, a distance of 120.10 feet;

- North 17°16'58" East, a distance of 273.96 feet to a point on said southerly line of Low Gap Road;
- North 72°13'29" West, a distance of 37.52 feet to the **Point of Beginning**.

Excepting therefrom any portion thereof lying within a publicly owned right of way.

Containing 1.76 acres

Portion of Assessor's Parcels 001-020-11 and 001-020-77

This description was prepared by me or under my supervision, in conformance with the Professional Land Surveyors' Act.



Bradley A. Thomas, PLS 5520
LACO File No. 7746.24



EXHIBIT 2 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

Legal Description - Easement Property

The land referred to herein below is situated in the City of Ukiah, County of Mendocino, State of California.

Being a portion of the lands of the County of Mendocino as described in Book 26 of Deeds, Page 382, Mendocino County Records, lying in Lot 8 of the Yokayo Rancho as set forth on the Map of the County Farm, filed in Map Case 1, Drawer 3, Page 97, Mendocino County Records, more particularly described as follows:

Easement Area 1

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30; thence the following courses:

- South 17°16'58" West, a distance of 301.76 feet;
- South 72°56'46" East, a distance of 35.30 feet;
- South 17°03'14" West, a distance of 22.94 feet;
- South 72°56'46" East, a distance of 25.68 feet;
- South 17°03'14" West, a distance of 49.07 feet;
- North 72°56'46" West, a distance of 60.52 feet;
- South 17°03'14" West, a distance of 9.19 feet;
- South 72°56'46" East, a distance of 20.02 feet;
- South 06°40'15" East, a distance of 45.61 feet;
- South 17°15'51" West, a distance of 30.08 feet;
- South 16°53'43" East, a distance of 13.80 feet;
- South 83°12'29" West, a distance of 49.99 feet;
- North 72°20'14" West, a distance of 85.00 feet;
- South 17°39'46" West, a distance of 25.00 feet;

thence South 09°48'17" East, a distance of 66.13 feet to the **Point of Beginning** of this easement description; thence from said **Point of Beginning** South 75°00'46" West, a distance of 30.40 feet; thence South 09°48'17" East, a distance of 10.04 feet; thence North 75°00'46" East, a distance of 30.40 feet; thence North 09°48'17" West, a distance of 10.04 feet to the **Point of Beginning**.

Easement Area 2

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said

Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30; thence the following courses:

- South 17°16'58" West, a distance of 301.76 feet;
- South 72°56'46" East, a distance of 35.30 feet;
- South 17°03'14" West, a distance of 22.94 feet;
- South 72°56'46" East, a distance of 25.68 feet;
- South 17°03'14" West, a distance of 49.07 feet;
- North 72°56'46" West, a distance of 60.52 feet;
- South 17°03'14" West, a distance of 9.19 feet;
- South 72°56'46" East, a distance of 20.02 feet;
- South 06°40'15" East, a distance of 45.61 feet;
- South 17°15'51" West, a distance of 30.08 feet;
- South 16°53'43" East, a distance of 13.80 feet;
- South 83°12'29" West, a distance of 49.99 feet;

thence North 72°20'14" West, a distance of 85.00 feet to the **Point of Beginning** of this easement description; thence from said **Point of Beginning** South 17°39'46" West, a distance of 10.14 feet; thence North 62°54'43" West, a distance of 10.34 feet; thence North 49°58'47" West, a distance of 84.04 feet; thence North 16°27'04" East, a distance of 72.17 feet; thence South 73°32'56" East, a distance of 10.00 feet; thence South 16°27'04" West, a distance of 65.62 feet; thence South 49°58'47" East, a distance of 76.36 feet; thence South 62°54'43" East, a distance of 7.54 feet to the **Point of Beginning**.

Easement Area 3

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30, said point also being the **Point of Beginning** of this easement description; thence South 17°16'58" West, a distance of 229.43 feet; thence North 72°13'29" West, a distance of 40.17 feet; thence North 17°16'58" East, a distance of 229.43 feet; thence South 72°13'29" East, a distance of 40.17 feet to the **Point of Beginning**.

Excepting therefrom any portion thereof lying within a publicly owned right of way.

Easement Area 4

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30; thence South 72°13'29" East, a distance of 37.52 feet to a point lying 20.00 feet south of said centerline, said point also being the **Point of Beginning** of this easement description; thence continuing South 72°13'29" East, a distance of 42.47 feet; thence South 17°16'58" West, a distance of 10.00 feet; thence North 72°13'29" West, a distance of 42.47 feet; thence North 17°16'58" East, a distance of 10.00 feet to the **Point of Beginning**.

Excepting therefrom any portion thereof lying within a publicly owned right of way.

Easement Area 5

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30; thence South 72°13'29" East, a distance of 261.37 feet to a point lying 20.00 feet south of said centerline, said point also being the **Point of Beginning** of this easement description; thence South 72°13'29" East, a distance of 24.00 feet; thence South 17°44'01" West, a distance of 143.63 feet; thence South 80°09'43" West, a distance of 155.99 feet; thence South 17°16'58" West, a distance of 57.09 feet; thence North 72°43'02" West, a distance of 24.00 feet; thence North 17°16'58" East, a distance of 71.77 feet; thence North 80°09'43" East, a distance of 156.11 feet; thence North 17°44'01" East, a distance of 129.10 feet to the **Point of Beginning**.

Excepting therefrom any portion thereof lying within a publicly owned right of way.

This description was prepared by me or under my supervision, in conformance with the Professional Land Surveyors' Act.



Bradley A. Thomas, PLS 5520
LACO File No. 7746.24

