TEMPORARY RIGHT OF ENTRY AND GRANT OF EASEMENT AGREEMENT FOR SOUTHERN CALIFORNIA GAS COMPANY ("SOCALGAS") (Valve Station)

This Temporary Right of Entry and Grant of Easement Agreement ("Agreement") is dated as of this _____ day of _____ 2018, and is made by and between Southern California Gas Company ("SoCalGas"), a California Corporation, and City of Riverside, ("Owners"), the legal owners of the property identified herein.

1. The Property - Owner is the legal owner of that certain real property located in the City of Riverside. County of Riverside, California, more specifically identified as A.P.N. 252-230-005 (the "Property").

2. Easement - SoCalGas is the owner of that certain right-of-way recorded on September 5, 1950, Book 1201, Page 556, of Official Records, in the County Recorder's Office of Riverside County, California ("Easement") which covers a portion of the Property and pursuant to which SoCalGas installed gas pipeline and appurtenances ("Pipeline") under a portion of the Property.

3. Grant of Exclusive and Road Easement - Concurrently with this Agreement, Owner shall grant SoCalGas a permanent, Exclusive Easement for the valve station and a permanent non-exclusive access roadway easement to use an access road on SoCalGas' standard Grant of Exclusive and Road Easement form, which is attached hereto and incorporated by reference. The dimensions of the valve station portion of the exclusive easement shall be no larger than 2,179± square feet and as shown on the attached map as Exhibit "A", parcel "B", in purple. The dimensions of the access roadway portion of the non-exclusive easement shall be no larger than 2,181± square feet as shown on the attached map as Exhibit "A", parcel "C", in orange. The Grant of Exclusive and Road Easement form shall be executed, notarized and returned to SoCalGas promptly upon SoCalGas' request. The Grant of Exclusive and Road Easement form shall be recorded in the Official Records of Riverside County, California at SoCalGas' expense. Upon recordation SoCalGas shall pay Owner a total of \$2,550 for this easement (\$1950 for exclusive and \$350 for access).

4. Temporary Workspace and Work - SoCalGas requests the right to construct or fabricate any and all related above and below ground pipes, valves, fences and appurtenances. install temporary fences or barricades, and the right to bring and temporarily store any and all necessary vehicles, materials and other construction equipment and stockpile on the Temporary Workspace as defined below (all of which is hereafter referred to as "Work"). SoCalGas requests the right to perform the Work within an area of approximately 5,846± square feet as shown on the attached map as Exhibit "A", parcel "A", in green. This area is referred to hereafter (individually and collectively) as "Temporary Workspace.

5. Owner's Consent - Owner grants SoCalGas (including its agents, contractors. subcontractors, city and county inspectors. and other designees as may be required to perform the Work) permission to enter and use the Temporary Workspace for purposes of performing the Work. The Work may be conducted by SoCalGas during the days and hours permitted by the local governing agency or any applicable permit. If any conflict arises between Work and any other uses of the Property, then SoCalGas and Owner shall work together diligently and in good faith to resolve any such conflicts.

6. Payment and Time Period - After SoCalGas has received the Owner's executed Temporary Right of Entry Agreement. SoCalGas shall pay Owner a total of \$350 for the Basic Term of this Agreement, which payment shall be sent by SoCalGas' accounting department. SoCalGas (including its agents, contractors, subcontractors, city and county inspectors, and other designees as may be

required to perform the Work) shall have access to and use of the Temporary Workspace from on or about January 1, 2018 to on or about June 30, 2018 ("Basic Term"), or Six (6) months from the date of first occupancy by SoCalGas, as long as said occupancy begins by March 1, 2018. In the unlikely event SoCalGas needs extra time on the Temporary Workspace, Owner agrees that SoCalGas may have additional monthly periods for the sum of \$100 per month (or portion thereof), not to exceed six (6) months.

7. Site Work/Restoration - SoCalGas shall complete the work as shown on site plan Exhibit "B", 6 pages, per the reference detail drawings provided by Owner with some modification and deviation, shown on Exhibit "B" drawing 4005 as top Note 2 that states "All fence members – posts, pickets and rails shall be HSS hollow tube". And after SoCalGas has received the Owner's executed Grant of Exclusive and Road Easement and the Owner's executed Temporary Right of Entry Agreement. SoCalGas shall give to Owner a onetime payment in the amount of \$30,000 for Owner to install landscaping, all accessory landscaping facilities, including irrigation if required, which all will be maintained by the Owner. In addition, SoCalGas shall give the Owner an additional onetime payment in the amount of \$14,000 for Owner to install a 4 ft. wide walking trail in the future. At the completion of the Work, SoCalGas (including through its subcontractors) will restore the Temporary Workspace to as near to its original condition and appearance as is reasonably possible.

8. Indemnification - SoCalGas will indemnify the Owner for any liability arising out of SoCalGas' (or its subcontractor's) Work or use of the Temporary Workspace, except to the extent such liability is due to the Owner's sole negligence or willful misconduct; and

9. Hazardous Substances Indemnity - SoCalGas expressly agrees to and shall indemnify, defend, release and hold Owner, its officers, officials, directors, agents, servants, employees, attorneys and contractors harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Property by SoCalGas, or its respective officers, directors, agents, servants, employees or contractors, or by any other third party acting under the control or request of SoCalGas, other than Owner and its respective officers, agents, servants, employees or contractors. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Agreement.

10. Hazardous Substances Defined - Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Clean Water Act, 33 U.S.C. § 1251, et seq.; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H. & S.C. § 25249.5, et seq.; Underground Storage of Hazardous Substances H.& S.C. § 25300 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 et seq.); The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, et seq.; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 et seq.; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as

amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

11. Entire Agreement - This Agreement constitutes the entire agreement between the parties relating to the Work and SoCalGas' entry onto the Property. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force and effect.

12. Severability - If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

13. No Waiver - A waiver or a breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

14. Governing Law - This Agreement shall be governed and construed in accordance with the laws of the State of California.

15. Insurance -

15.1 General Provisions. Prior to the SoCalGas's execution of this Agreement, SoCalGas shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein, or maintain a program of self-insurance at commensurate levels. The rating and required insurance policies and coverages may be modified in writing by the Owner's Risk Manager or Owner's attorney, or a designee, unless such modification is prohibited by law. Prior to Owner's execution of this Agreement, SoCalGas shall file with Owner either a certificate of insurance showing that such insurance is in effect, or that SoCalGas is self-insured for such coverage.

15.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on SoCalGas' indemnification obligations.

15.1.2 Ratings. Any insurance policy or coverage provided by SoCalGas or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

15.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Owner by certified or registered mail, postage prepaid.

15.1.4 Adequacy. The Owner, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by SoCalGas pursuant to this Agreement are

adequate to protect SoCalGas. If SoCalGas believes that any required insurance coverage is inadequate, SoCalGas will obtain such additional insurance coverage as SoCalGas deems adequate, at SoCalGas's sole expense.

15.2 Workers' Compensation Insurance. By executing this Agreement, SoCalGas certifies that SoCalGas is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. SoCalGas shall carry the insurance or provide for self-insurance required by California law to protect said SoCalGas from claims under the Workers' Compensation Act. Prior to Owner's execution of this Agreement, SoCalGas shall file with Owner either 1) a certificate of insurance showing that such insurance is in effect, or that SoCalGas is self-insured for such coverage, or 2) a certified statement that SoCalGas has no employees, and acknowledging that if SoCalGas does employ any person, the necessary certificate of insurance will immediately be filed with Owner. Any certificate filed with Owner shall provide that Owner will be given ten (10) days' prior written notice before modification or cancellation thereof.

15.3 Commercial General Liability and Automobile Insurance. Prior to Owner's execution of this Agreement, SoCalGas shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure SoCalGas against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of SoCalGas. The Owner, and its officers, employees and agents, shall be named as additional insureds under the SoCalGas's insurance policies.

15.3.1 SoCalGas's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

15.3.2 SoCalGas's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of SoCalGas's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with SoCalGas's performance of this Agreement, which vehicles shall include, but are not limited to, SoCalGas owned vehicles, SoCalGas leased vehicles, SoCalGas's employee vehicles, non-SoCalGas owned vehicles and hired vehicles.

15.3.3 Prior to Owner's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Owner evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Owner and shall include the Owner and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

15.4 Errors and Omissions Insurance. Prior to Owner's execution of this Agreement, SoCalGas shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Owner from claims resulting from the SoCalGas's activities.

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the date first set forth above.

Southern California Gas Company ("SoCalGas") City of Riverside

Andrew I. Thompson Land Services Manager For Southern California Gas SoCalGas 555 W. 5th St. GT22P3 Los Angeles, CA 90013-1011 Signature

Print Name & Title

APPROVED AS TO FORM:

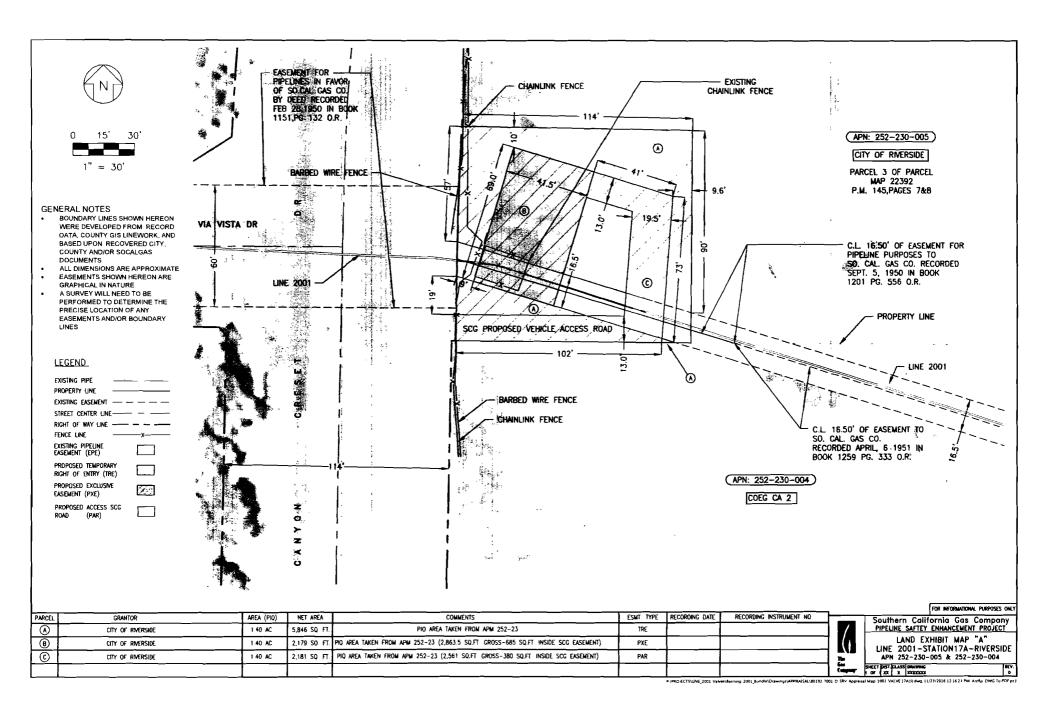
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Assistant City Attorney

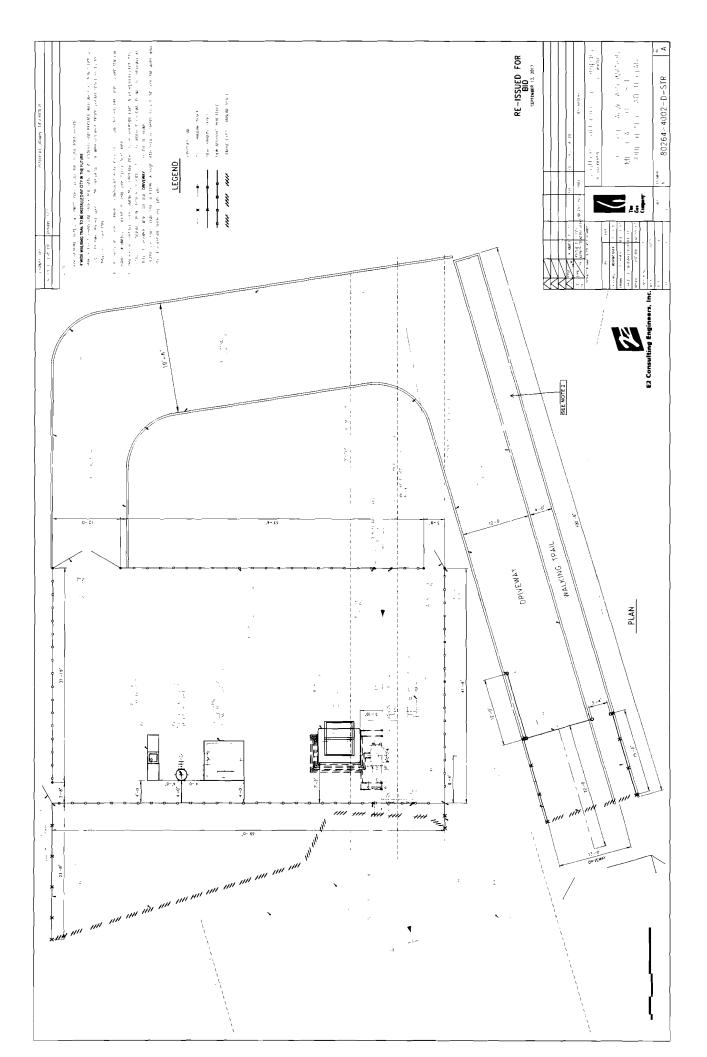
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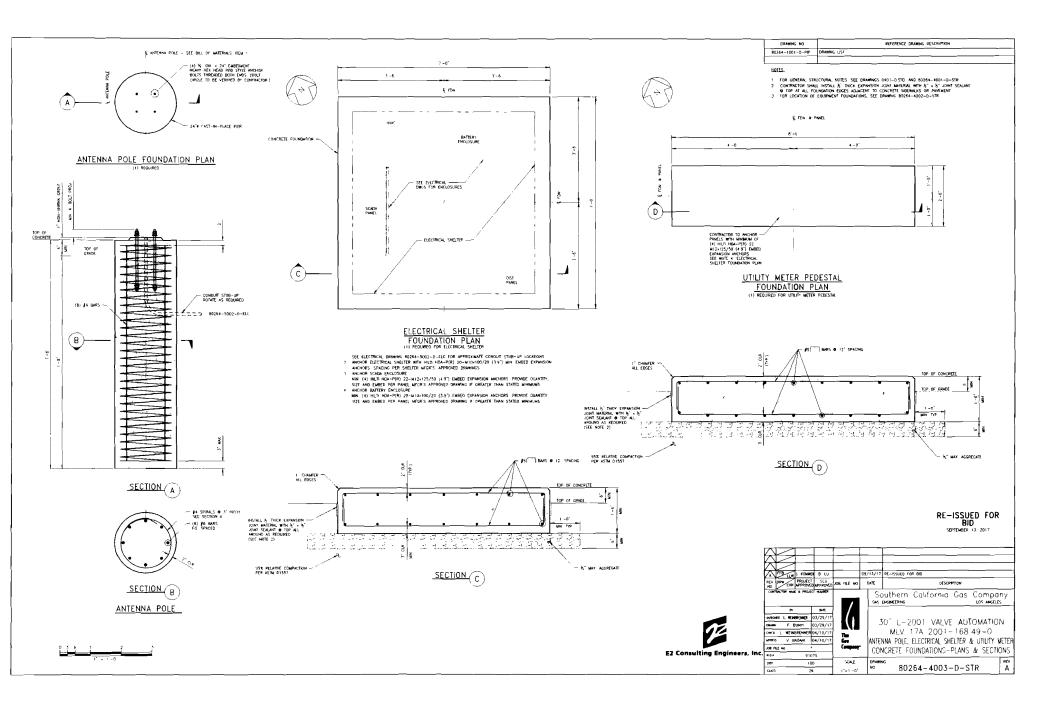
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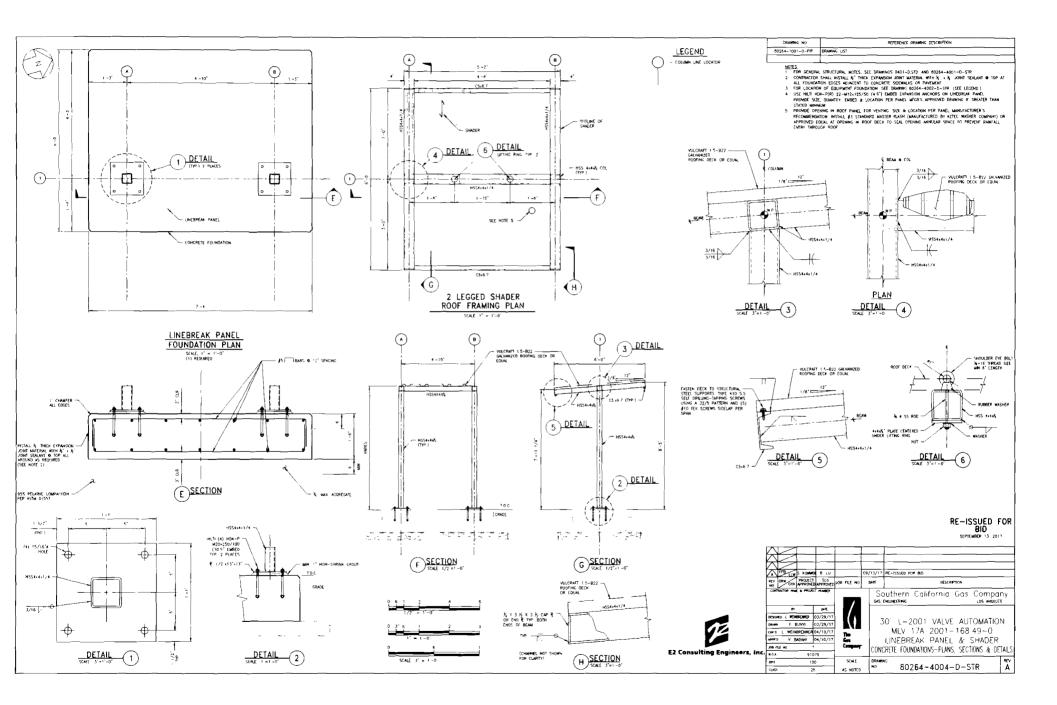
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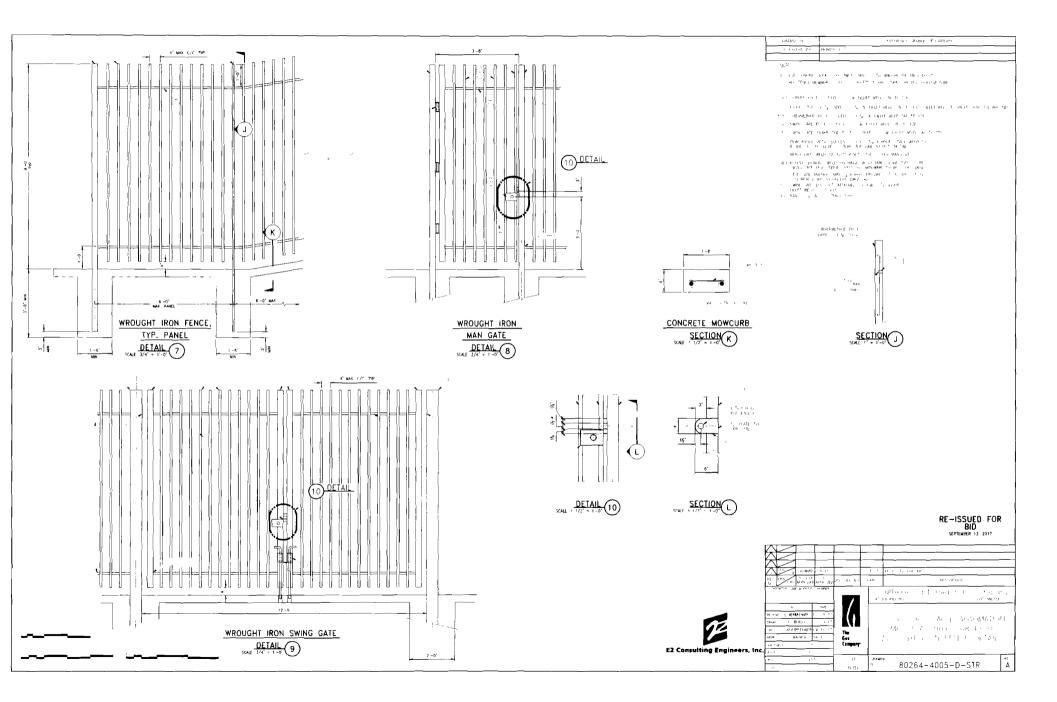


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Recording Requested by and when recorded mail to:

Southern California Gas Company P. O. Box 513249 - ML GT11A1 Los Angeles, CA 90051-1249 Attn.: Land & Right of Way

Atlas #:		DOCUMENTARY TRANSFER TAX S CONVEYANCE OF A SEMENT (QIE AND GAS LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100, R&T 11911
APN:	252-230-005	Computed on full value of property conveyed
		Computed on full value less liens and encumbrances remaining at time of sale
R.W. <u>2625.</u>	<u>37</u>	Southern California Gas Company

GRANT OF EXCLUSIVE AND ROAD EASEMENT

FOR VALUABLE CONSIDERATION, City of Riverside ("Grantor"), hereby grants to SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, and its successors and assignees ("Grantee"), the following:

A. <u>Exclusive Easement</u>. An permanent, exclusive easement ("Exclusive Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to or remove, from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with valves, pipeline integrity devices, metering, measuring, regulating, cathodic protection, communication, odorizer equipment and other appurtenances (collectively, the "Exclusive Area Facilities") for the transportation of natural gas over, under, through, along, and for all other purposes connected therewith, and with the right to fence, the reasonable right of ingress and egress to and from the Exclusive Easement to access facilities and the right to use Grantor's abutting property during construction and maintenance of the Facilities, the strip of land located in the County of Riverside, California, described in Exhibit A and depicted in Exhibit B attached hereto, and made a part of this agreement identified as "Easement No. 1 Area";

B. <u>Road Easement</u>: A non-exclusive access roadway easement to use as an access road over and across the described real property ("Road Easement") for the purpose of providing a means of vehicular, pedestrian, and equipment, access from time to time, as Grantee deems necessary to access the facilities, the strip of land located in the County of Riverside, California, described in Exhibit A and depicted in Exhibit B attached hereto, and made a part of this agreement identified as "Easement No. 2 Area":

Grantee, reserves the right to use the Easement in any manner consistent with the purpose expressly described herein, provided such use does not unreasonably interfere with Grantor's use of the Easement.

Grantor, at any time shall have the right of ingress and egress along and over the Road Easement, Grantor shall not change the grade within the easement without prior written consent of Grantee, which consent shall not unreasonably be withheld.

This agreement shall be binding upon and inure to the benefit of successors, heirs and assignees of Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this agreement on and as of this ______, 2017.

Grantor :

City of Riverside

By:

(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM: Susan Ucloa BY

ASSISTANT CITY ATTORNEY

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.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA		
	SS	
COUNTY OF	1	

On , 20 before me, , a 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(ties), 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.

Ecertify 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.

(Seal)

Signature	
Commission	#:
Commission	Expiration:

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.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA				
		55		
COUNTY OF				

On ..., 20 before me, ..., a 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(ties), 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.

(Seal)

Signature Commission # Commission Expiration:

EXHIBIT "A"

LEGAL DESCRIPTION (Por. APN: 252-230-005)

EASEMENT NO. 1 (EXCLUSIVE EASEMENT)

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 22392, ON FILE IN BOOK 145 OF PARCEL MAPS, AT PAGES 7 AND 8, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 3 OF SAID PARCEL MAP NO.22392, THENCE ALONG THE SOUTH LINE OF SAID PARCEL SOUTH 89°35'44" WEST, 159.92 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN 16.50 FOOT WIDE SOUTHERN CALIFORNIA GAS COMPANY EASEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON SEPTEMBER 5, 1950 IN BOOK 1201, PAGE 556 OF OFFICIAL RECORDS; THENCE LEAVING SAID SOUTH LINE ALONG SAID CENTERLINE NORTH 73°59'15" WEST, 90.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES SOUTH 16°00'45" WEST, 8.25 FEET TO THE SOUTHERLY SIDELINE OF SAID EASEMENT; THENCE ALONG SAID SOUTHERLY SIDELINE NORTH 73°59'15" WEST, 41.50 FEET; THENCE LEAVING SAID SOUTHERLY SIDELINE AT RIGHT ANGLES NORTH 16°00'45" EAST, 69.00 FEET; THENCE AT RIGHT ANGLES SOUTH 73°59'15" EAST, 41.50 FEET; THENCE AT RIGHT ANGLES SOUTH 16°00'45" WEST, 60.75 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS A GROSS AREA OF 2,864 SQUARE FEET, MORE OR LESS AND A NET AREA OF 2,179 SQUARE FEET MORE OR LESS.

EASEMENT NO. 2 (ROAD EASEMENT)

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89°35'44" WEST, 196.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°35'44" WEST, 102.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE LEAVING SAID SOUTHERLY LINE ALONG THE WEST LINE OF SAID PARCEL 3 NORTH 00°13'23" EAST, 13.00 FEET; THENCE LEAVING SAID WEST LINE, PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89°35'44"EAST, 83.31 FEET; THENCE NORTH 04°02'28" EAST, 51.84 FEET; THENCE NORTH 73°59'15" WEST, 23.82 FEET TO A POINT IN THE EASTERLY LINE OF EASEMENT NO.1 DESCRIBED ABOVE; THENCE ALONG THE EASTERLY LINE OF SAID EASEMENT NO.1 NORTH 16°00'45" EAST, 13.00 FEET THE NORTHEASTERLY CORNER OF SAID EASEMENT NO.1; THENCE LEAVING SAID NORTHEASTERLY CORNER, ALONG THE SOUTHEASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID EASEMENT NO.1, SOUTH 73°59'15" EAST, 41.00 FEET; THENCE LEAVING SAID PROLONGATION, SOUTH 04°02'28" WEST, 72.52 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS A GROSS AREA OF 2,838 SQUARE FEET, MORE OR LESS AND A NET AREA OF 2,459 SQUARE FEET MORE OR LESS.

THIS LEGAL DESCRIPTION AND THE PLAT ATTACHED HERETO AND ENTITLED "EXHIBIT B" WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

Francial

Francis W. Fitzpatrick, PLS 4539, Lic. Exp. 9/30/2018

Nov. 10, 2017

Date:



DESCRIPTION APPROVAL:

CURTIS C. STEPHENS, L.S. 7519 DATE CITY SURVEYOR

