

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Parking and Access Easement, dated March 5, 2024, from the City of Clovis, a municipal corporation, to the County of Fresno, a political subdivision of the State of California, is hereby accepted by order of the County of Fresno Board of Supervisors on \_\_\_\_\_, pursuant to authority conferred by resolution of the Board of Supervisors adopted on \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

COUNTY OF FRESNO

\_\_\_\_\_  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

Attest:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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

**EXHIBIT F**  
**Grant of Parking and Access Easement**

FOR THE BENEFIT OF THE CITY OF CLOVIS

WHEN RECORDED RETURN TO  
AND RECORDING REQUESTED BY:

Planning and Development Services  
Engineering Division  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

APN: 492-131-25ST  
ADDRESS: 765 Third Street  
PROJECT: SPR 2019-019

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**GRANT OF PARKING AND ACCESS EASEMENT**  
**COUNTY OF FRESNO LIBRARY AT LANDMARK SQUARE**

THIS GRANT OF PARKING AND ACCESS EASEMENT ("Easement") is made this day of March 5<sup>th</sup>, 2024, by the City of Clovis, a California general law city and municipal corporation (together with its designees, successors, and/or assigns, "City"), in favor of the County of Fresno, a political subdivision of the State of California ("County").

**RECITALS**

- A. WHEREAS, County is the owner of the real property described as Parcel B of City of Clovis PME 2023-007, recorded as Document 2024-0001226, Fresno County Records ("County Property"); and
- B. WHEREAS, City is the owner of the real property described as Parcel A of City of Clovis PME 2023-007, recorded as Document 2024-000126, Fresno County Records ("City Property"); and
- C. WHEREAS, County desires to obtain ingress, egress, and parking from City over and upon the City Property; and

- D. WHEREAS, City is willing to grant such easement for ingress, egress, and parking for the mutual benefit of the County and the City.

NOW, THEREFORE, City hereby grants as follows:

#### **COVENANTS, CONDITIONS, AND RESTRICTIONS**

1. City hereby irrevocably establishes in favor of, and grants to County, including its contractors, officers, agents, invitees, representatives, guests, customers, patrons, licensees, and employees (collectively, "County Parties") a non-exclusive and perpetual access easement for ingress, egress, and parking of vehicular and pedestrian traffic on, over, and across all traffic lanes, curb cuts, parking stalls, and common areas on the City Property, APN 492-131-25ST, as designated in Exhibit A, attached and incorporated by this reference ("Easement Areas").
2. The Easement shall be appurtenant to the County Property, APN 492-131-23ST.
3. No act, delay in acting, failure to act, or particular or partial exercise of any rights, under this Easement, and the rights granted herein, by County and/or any of the other County Parties shall be deemed to (i) constitute an abandonment, surrender, termination, waiver, or release of, or limitation on, this Easement, and the right granted herein, or (ii) impair, terminate, or otherwise affect the validity or effectiveness of this Easement, and the right granted herein. Nonuse, limited use, or intermittent use of this Easement, and the rights granted herein, for any duration shall not preclude or otherwise limit any future use of the entire scope of this Easement, and the rights granted herein.
4. This Easement shall be binding upon the City and the County, their respective successors, successors in title, and assigns, and shall inure to the benefit of and bind the respective parcels described herein of said parties, and shall be effective upon recordation of this Easement against the City Property in the official records of the Fresno County Recorder ("Effective Time and Date").
5. City represents, covenants, and warrants to County that (a) the person executing this Easement on behalf of City has full power and authority to execute and deliver this Easement to County; (b) City has full power and authority to authorize County to record this Easement against the City Property in the official records of the Fresno County Recorder, as provided herein; and (c) notwithstanding anything to the contrary in this Easement, (i) as of the Effective Time and Date, the City Property was free and clear

from any and all agreements, instruments, or documents, whether unrecorded or recorded against the City Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the City Property, or any portion thereof, including without limitation any and all encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) City has not allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the City Property, or any portion thereof, including without limitation any and all encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and (iii) in the event of such unreasonable interference, City shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of County, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, County acknowledges that City may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection 5(iii) hereof as to the disallowance or prohibition of such governmental authority's exercise of such right.

6. City shall not, at any time, erect, construct, or install or cause to be erected, constructed or installed, any buildings, structures, dwelling, facilities, utility lines, improvements or other obstructions of any kind or nature whatsoever on, under, over across or through the Easement Areas that would impair County's use of this Easement.
7. This Easement shall not be modified except upon a written amendment approved by County and City. This Easement shall bind and inure to the benefit of the designees, successors, and/or assigns of the parties hereto.
8. This Easement may be executed in original counterparts, which taken together, shall constitute one and the same instrument.
9. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California. Any suits brought pursuant to this Easement shall be filed and heard in courts having jurisdiction and located in Fresno County, State of California.

10. Upon City's execution and delivery of this Easement to County, City agrees to County's immediate recordation of this Easement against the City Property in the official records of the Fresno County Recorder.
11. The title of and section headings used in this Easement are for the purpose of convenience only, and neither the title hereof nor any section heading hereof shall modify or be used to interpret the provisions of this Easement.
12. The Recitals above are incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year written below.

CITY OF CLOVIS, a Municipal Corporation

COUNTY OF FRESNO

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

  
John Holt  
City Manager

\_\_\_\_\_  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

Attest:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

Dated: 2/6, 2024

By:   
Deputy

CITY TO ATTACH CERTIFICATE OF ACKNOWLEDGMENT  
COUNTY TO ATTACH NOTARY ACKNOWLEDGMENT

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Fresno

On 03/06/2024 before me, Cyan Edmisten, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Nathan Magsig  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Cyan Edmisten  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

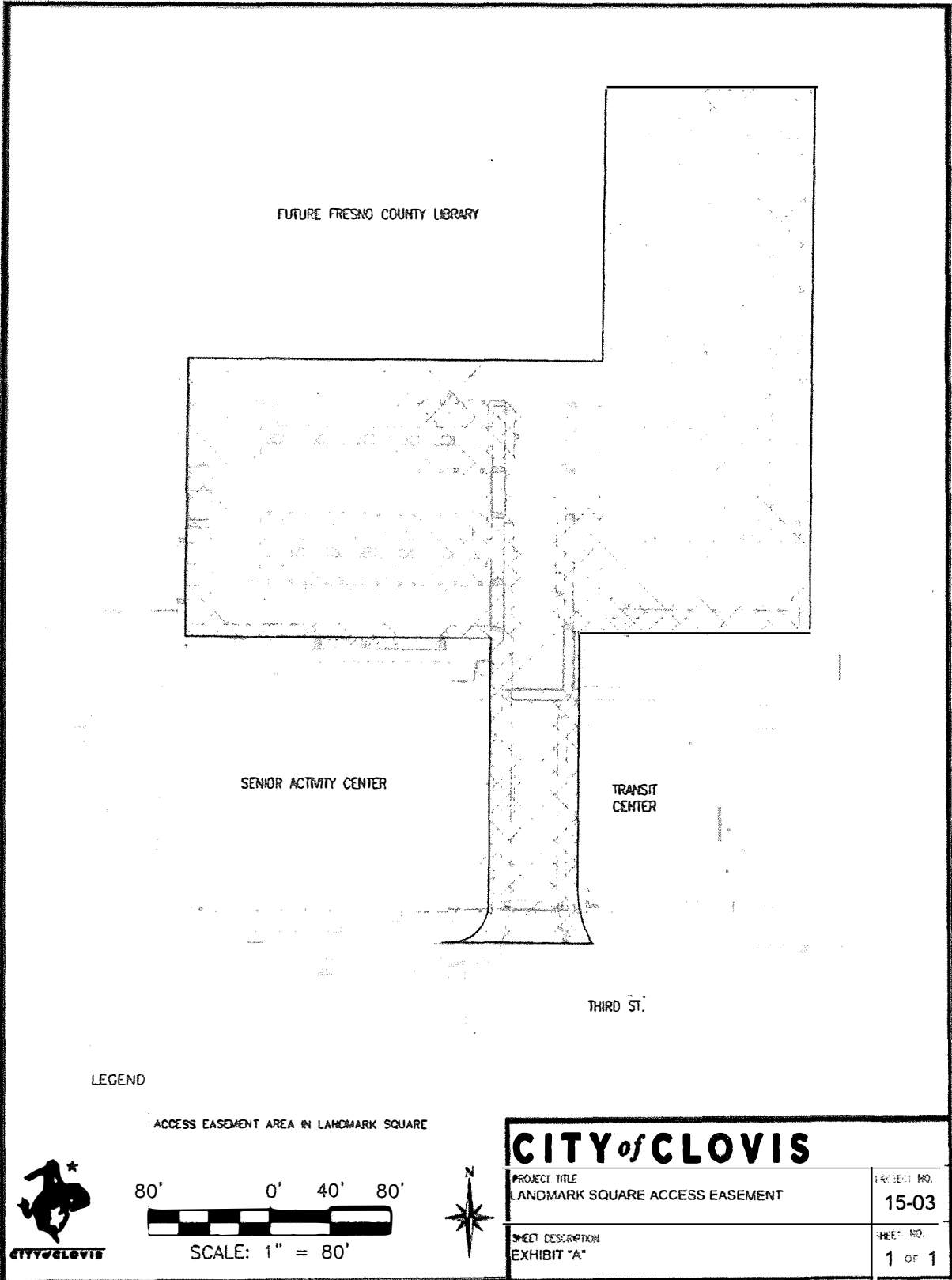
Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

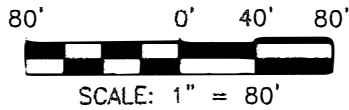
Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



LEGEND

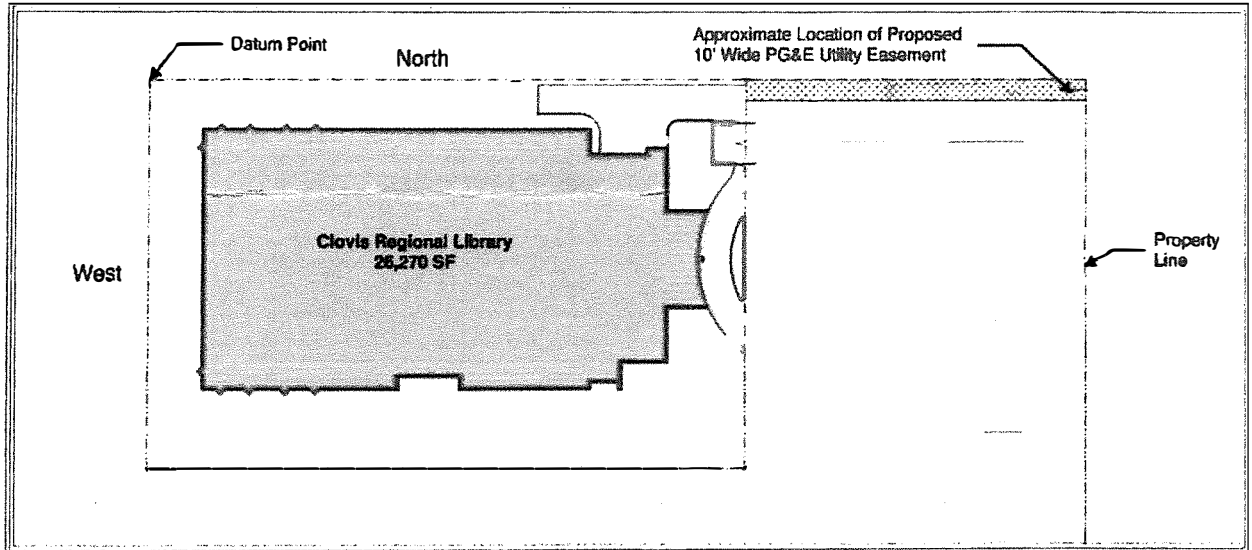
ACCESS EASEMENT AREA IN LANDMARK SQUARE



**CITY of CLOVIS**

PROJECT TITLE LANDMARK SQUARE ACCESS EASEMENT	PROJECT NO. 15-03
SHEET DESCRIPTION EXHIBIT "A"	SHEET NO. 1 OF 1

**EXHIBIT G**  
**Public Utility Easement**





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            )  
  ) ss.  
County of Fresno            )

On February 6, 2024, before me, Diana Stice, Deputy City Clerk, personally appeared John Holt, City Manager, 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.

*Diana Stice*  
Diana Stice, Deputy City Clerk

