

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Right of Entry") is made and entered into this 17th day of May, 2011 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Ray Jamison, an individual ("Jamison"). The City and Jamison are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Jamison is the owner in fee of that certain real property having the address of 2125 Orange Street, Redlands, California and County of San Bernardino Assessor's Parcel No. 0291-171-02 (the "Property").

WHEREAS, the City desires to obtain Jamison's permission to enter onto the Property, on a temporary basis, to perform the removal, relocation and abandonment of a portion of the City's storm drain system and appurtenances constructed in the southwestern portion of the Property.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, the City and Jamison agree as follows:

AGREEMENT

1. Right of Entry. Jamison hereby grants to the City and its agents, employees and contractors the temporary right to enter onto the Property for the purpose of removing, relocating and abandoning a portion of the City's storm drain system and appurtenances, and for no other purpose; specifically, two underground drainage pipes and a concrete headwall structure generally located as shown in Exhibit "A" attached hereto.

2. Term. The term of this Right of Entry shall automatically terminate sixty (60) days after the Effective Date. The term may be extended by written notice to the City in the sole and absolute discretion of Jamison.

3. Liens. The City shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to the City's activities upon the Property. The City agrees to hold Jamison harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

4. Indemnification. The City agrees to indemnify, defend, assume all liability for and hold Jamison harmless for all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by the City's activities pursuant to this Right of Entry or arising out of or in connection with such activities, whether such activities or performance thereof is by the City or anyone directly or indirectly employed or under contract with the City, and whether such damage or claim shall accrue or be discovered before or after the termination of this Right of Entry.

5. Compliance with Laws/Permits. The City shall, in all activities undertaken pursuant to this Right of Entry, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, the City, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities the City desires to conduct or have conducted pursuant to this Right of Entry.

6. Not Real Property Interest. It is expressly understood that this Right of Entry does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the City.

7. Attorneys' Fees. In the event of any disputed action between the Parties to enforce or interpret the terms or conditions of this Right of Entry, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute or action, including fees for a Party's use of in-house counsel.

8. Restoration of the Property. Upon the termination or revocation of this Right of Entry, the City shall, at its own cost and expense, restore the Property to the same condition in which it was prior to the City's entry.

9. Notices. All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Rosemary Hoerning
Municipal Utilities and Engineering Department
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Jamison: Ray Jamison
25137 ½ 6th Street
San Bernardino, CA 92410

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section.

10. Entire agreement/Amendment. This Right of Entry represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Right of Entry. Except as otherwise provided for herein, an amendment to this Right of Entry shall be in writing, approved by City and signed by City and Jamison.

IN WITNESS WHEREOF, duly authorized representatives of the City and Jamison have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Pete Aguilar, Mayor

Attest:

Sam Irwin, City Clerk

RAY JAMISON

By: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY