

RIGHT OF ENTRY PERMIT		EXHIBIT D
DUE DILIGENCE	AGENCY: PROJECT: FILE:	DEPARTMENT OF PARKS AND RECREATION HIDDEN LAKE ESTATES PARCEL SSL 924

This *Right of Entry* is made and entered into on this [DAY] day of [MONTH], 2012 between the STATE OF CALIFORNIA, acting by and through its Director of the Department of General Services, hereinafter referred to as **STATE**, and [BUYER'S NAME] and its officers, employees, agents, and contractors, hereinafter referred to as **PERMITTEE**.

WHEREAS, STATE is in the process of selling those state lands outlined on the attached Exhibit "A", consisting of one (1) page, and by this reference made a part hereof (Property); and

WHEREAS, STATE has selected **PERMITTEE**, [ADDRESS OF PERMITTEE], as the winning bidder for the purchase of the Property; and

WHEREAS, PERMITTEE requires access to the Property, under this *Right of Entry*, for the purpose of performing various due diligence studies and investigations on the Property consisting of [ENTER STUDIES TO BE CONDUCTED, CONTRACTORS, CONTACT INFORMATION, ETC.] consistent with **PERMITTEE**'s purchase of the Property; and

NOW, THEREFORE, STATE does hereby give permission to **PERMITTEE** to enter upon the Property outlined on the attached Exhibit "A" for the purpose of conducting those inspections or studies identified herein.

THIS RIGHT OF ENTRY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **PERMITTEE**'s entry onto said Property shall be allowed by **STATE** only upon **STATE**'s execution and delivery of this *Right of Entry* to **PERMITTEE** and **PERMITTEE**'s submittal of a certificate of insurance (see paragraph #13).
2. **PERMITTEE** shall enter the property only from Hidden Lake Boulevard in the subdivision.
3. **PERMITTEE** acknowledges that his/her entry onto the Property under this *Right of Entry* shall be at **PERMITTEE**'s own expense and risk. Only **PERMITTEE** and its lender, officers, employees, agents, and contractors who are connected with the sale of the **STATE**'s property to **PERMITTEE** may enter on the Property to perform the inspections or studies specified herein.
4. This *Right of Entry* is subject to existing contracts, leases, licenses, encumbrances, and claims, if any, which may affect the Property. **PERMITTEE** acknowledges its sole responsibility for identifying easements encumbering the Property and protecting the interests of the easement holder(s) so as not to interfere with those rights. **PERMITTEE** may conduct only visual inspections in the easement areas. **PERMITTEE** shall not allow heavy equipment over any easement area of the Property or conduct any study or investigation in any easement area without the express written permission of the easement owner. **PERMITTEE** shall provide such express written permission to **STATE** upon request. **PERMITTEE** shall abide by the conditions set forth by the easement owners when conducting investigations in easement areas.

5. **PERMITTEE** may enter onto the Property for the purpose of conducting the due diligence investigations, studies, tests, and inspections listed below that are specific to **PERMITTEE's** intention to purchase the Property, consisting of the following:
 - a) **[ENTER STUDIES, CONTRACTORS, CONTACT INFORMATION, EQUIPMENT THAT WILL BE USED ON THE PROPERTY DURING STUDIES, INDIVIDUALS AUTHORIZED TO ENTER THE PROPERTY ON BEHALF OF THE CONTRACTORS, etc.]**
6. **PERMITTEE** shall have sole responsibility for obtaining all city, county, state, and federal authorizations necessary to enjoy this *Right of Entry*.
7. **PERMITTEE** shall comply with all California laws and regulations while exercising the rights found herein.
8. **PERMITTEE** waives all claims against **STATE**, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this permit, and **PERMITTEE** agrees to indemnify, defend, protect, and hold harmless **STATE**, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by **STATE**, third parties, **PERMITTEE**, its officers, employees, agents or contractors, or any lessee(s), caused by, arising out of, or in any way connected with the exercise by **PERMITTEE** of the rights hereby granted, except those arising out of the sole negligence of **STATE**. **PERMITTEE** shall be solely responsible and liable for any damage to equipment, personal property, real property, easements or other recorded interests, or persons caused by, arising out of, or in any way connected with the exercise of the rights hereby granted to **PERMITTEE**.
9. **STATE** reserves the right to use said property in any manner during the due diligence period, provided such use does not unreasonably interfere with **PERMITTEE's** rights stated herein. **STATE** reserves the right to temporarily prevent entry upon said Property in the event of an emergency.
10. Access to said property shall be as designated by **STATE** from S. Orange Avenue, a public street.
11. Following any such entry, work, or excavation on said property of **STATE**, **PERMITTEE** shall make the same in such manner as will cause the least injury to the surface of the ground around such entry, work, or excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such entry, work, or excavation as is practical. All such work and any other work conducted or materials furnished with respect to the Property by and for **PERMITTEE** shall be paid for by **PERMITTEE**. In the event **PERMITTEE** fails to leave the property in the condition it was prior to such entry, work, or excavation, **STATE** may restore the Property to its original condition and all costs of such restoration shall be paid by **PERMITTEE** upon demand by **STATE**.

12. Provision of the temporary rights to **PERMITTEE** described herein by **STATE** does not imply intent by **STATE** nor does it bind **STATE** to enter into any subsequent agreements with **PERMITTEE**.
13. **PERMITTEE** shall furnish a certificate of insurance issued to State of California with amounts of Commercial General Liability of a least ONE MILLION DOLLARS (\$1,000,000) per occurrence and Fire and Legal Liability of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) naming the State of California, its officers, agents and employees as additional insured's. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of "A-" or better.
 - a) It is agreed that **STATE** shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this provision. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to **STATE**. **PERMITTEE** agrees that the insurance herein provided for shall be in effect at all times during the term of this *Right of Entry*.
 - b) In the event that said insurance coverage expires or is terminated at any time or times during the term of this Right of Entry, **PERMITTEE** agrees to provide **STATE** at least thirty (30) days prior to said expiration or termination date, a new certificate of insurance evidencing insurance coverage as provided herein.
 - c) In the event **PERMITTEE** fails to keep in effect at all times insurance coverage as herein provided, **STATE** may, in addition to any other remedies it may have, immediately terminate this *Right of Entry* upon the occurrence of such event.
14. If **PERMITTEE** is self-insured, **PERMITTEE** shall provide **STATE** with written acknowledgement of this fact at the time of the execution of this *Right of Entry*. **PERMITTEE** shall thereafter, provide **STATE** with a written acknowledgement of the continuation of its self-insured status upon renewal of said policy if said renewal period occurs during the term of this *Right of Entry* specified herein. If at any time after the execution of this *Right of Entry* **PERMITTEE** abandons its self-insured status, **PERMITTEE** shall immediately notify **STATE** of this fact.
15. **PERMITTEE** may use only that equipment on the property approved by **STATE** and necessary to conduct the inspections or studies specified herein. **PERMITTEE** agrees to remove all of its equipment from the property within twenty-four (24) hours of completion of work and, upon completion of all work, agrees to provide **STATE** with lien releases or waivers from all contractors authorized to conduct such inspections and/or studies.
16. **PERMITTEE** shall deliver copies of any final reports, studies, or investigations **PERMITTEE** obtains in connection with the due diligence investigation work conducted on the Property under this *Right of Entry* to **STATE**, including, without limitation, any Phase I Environmental Site Assessment performed by or on behalf of **PERMITTEE**. Any such delivery shall be made without recourse to **PERMITTEE** nor any representation or warranty from **PERMITTEE**.

17. Nothing contained in this *Right of Entry* shall be construed as authorizing **PERMITTEE** to apply for a zoning change, variance, subdivision maps, lot line adjustment, or other discretionary governmental act, approval or permit with respect to the Property and **PERMITTEE** agrees not to do so. **PERMITTEE** agrees not to submit any reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms, or energy conservation checklists to any governmental agency, or any amendment or modification to any such instruments or documents except to the extent required to do so under applicable law.
18. This agreement may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. Facsimile or electronically mailed signatures shall be considered and treated as original signatures. Original documents shall be returned to **STATE** by **PERMITTEE** within 5 days.
19. **PERMITTEE** shall direct all questions and correspondence with regard to the Property or the *Right of Entry* to Karen M. Patche, 707 3rd Street, Floor 6, West Sacramento, CA 95605, (916) 375-4120, Karen.Patche@dgs.ca.gov.
20. This *Right of Entry* shall only be for the period beginning on the above date and ending on the **[DATE]**.
21. **PERMITTEE**'s entry upon said Property of **STATE** for the purposes stated herein shall constitute acceptance by **PERMITTEE** of all terms and conditions of this *Right of Entry*.

STATE OF CALIFORNIA
Department of General Services

APPROVED:

By _____
Joe Mugartegui, Branch Chief
Asset Management Branch