

RIGHT OF ENTRY

**STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
ORANGE COUNTY FAIR AND EVENT CENTER
COSTA MESA, CALIFORNIA**

This *Right of Entry* is made and entered into on this _____ day of _____, 2009, between the State of California, acting by and through its Director of General Services hereinafter called **STATE**, and _____ hereinafter called **PERMITTEE**.

WHEREAS, STATE is in the process of offering for sale the improved property consisting of approximately 150 acres located at 88 Fair Drive, Costa Mesa, California, and more commonly referred to as the Orange County Fair and Event Center

WHEREAS, as a part of the due diligence process, **STATE** will allow interested parties access to the property where designated herein and approved by **STATE** to inspect the property or to conduct inspections, studies and evaluations including, but not limited to: paleontological, archeological, geotechnical, historical, hazardous materials and other studies and investigations on the property to assist them in making certain decisions concerning the property.

NOW, THEREFORE, STATE does hereby give permission to **PERMITTEE** to enter upon those lands outlined, on the attached Exhibit "A", consisting of one (1) page, and by this reference made a part hereof, for the purpose of conducting those inspections, evaluations and 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** and **PERMITTEE'S** execution of this *Right of Entry*.
2. **PERMITTEE** acknowledges that entry onto the property under this *Right of Entry* shall be at **PERMITTEE'S** own expense and risk.
3. **PERMITTEE** may conduct the following inspections, studies and/or evaluations of the property:
 - A. Paleontological, archeological, geotechnical, historical, hazardous materials and other physical studies and/or investigations.
4. Only **PERMITTEE'S** contractors or the entities identified below shall conduct the inspections, studies, and/or evaluations of the property specified herein. (*Attach additional sheets if necessary.*):

A. Entity/Contractor _____, Telephone _____

Address _____, City _____, State _____
Personnel _____, Telephone _____
Personnel _____, Telephone _____

B. Entity/Contractor _____, Telephone _____

Address _____, City _____, State _____
Personnel _____, Telephone _____
Personnel _____, Telephone _____

C. Entity/Contractor _____, Telephone _____
 Address _____, City _____, State _____
 Personnel _____, Telephone _____
 Personnel _____, Telephone _____

In the event **PERMITTEE** wishes to bring additional contractors or entities, other than those named on this *Right of Entry*, onto said property, **PERMITTEE** shall provide the **STATE** the same information, as outlined above, for all such contractors or entities as part the notification process as described in item 5. below. This Right of Entry is subject to existing contracts, leases, licenses, encumbrances and claims which may affect said property.

5. Entry onto the property will be available on a daily basis, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Prior to each entry onto said property at the specified times, **PERMITTEE** shall contact by E-Mail and telephone Dave Kalemba, Senior Real Estate Officer, Department of General Services, Asset Management Branch, Asset Enhancement Section, Appraisals, E-MAIL: dave.kalemba@dgs.ca.gov, TELEPHONE: (916) 376-1826 at least Forty Eight (48) hours prior to the expected date and time of inspection. Fax notice shall include the name of company or person requesting access under this agreement, a general description of the equipment to be brought to the site for the inspection as well as a description of the inspection to be performed on that date. Access to said property shall be as designated by State.

6. **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 *Right of Entry* and **PERMITTEE** agrees to protect, save harmless, indemnify, and defend **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**, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by **PERMITTEE** of the rights hereby granted, except those arising out of the sole negligence of the **STATE**. **PERMITTEE** shall be solely responsible and liable for any damage to crops, equipment, structures, personal property, or persons caused by, arising out of, or in any way connected with the exercise of the rights hereby granted to **PERMITTEE**.

7. Following any such entry or work, unless otherwise directed by **STATE**, **PERMITTEE** shall return the property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as **STATE** may direct. 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 in prior to such entry, **STATE** may restore property to its original condition and all costs of such restoration shall be paid by **PERMITTEE** upon demand by **STATE**.

8. **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 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. List all equipment below (*Attach additional sheets if necessary*):

1.	<u>Cars/pickups</u>	Approved	Yes _____	No _____
2.	<u>Truck</u>	Approved	Yes _____	No _____
3.	<u>Utility locator & vehicle (1-2)</u>	Approved	Yes _____	No _____

9. **PERMITTEE** acknowledges its sole responsibility for identifying easements encumbering the property. **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 permission to **STATE** upon request. **PERMITTEE** shall abide by the conditions set forth by the easement owners when conducting investigations in the easement areas.

10. **STATE** reserves the right to use said property in any manner, provided such use does not unreasonably interfere with **PERMITTEE'S** rights herein.
11. As a condition to this **RIGHT OF ENTRY**, **PERMITTEE** agrees to provide to **STATE** copies of all reports, evaluations, studies and analyses prepared for or by **PERMITTEE** as a result of **PERMITTEE'S** inspection of the property, as well as any communications between **PERMITTEE** and its consultants and/or agents regarding the content, conclusions and/or recommendations contained in such reports, evaluations, studies and analyses.
12. **STATE** reserves the right to temporarily prevent entry upon said lands in the event of an emergency.
13. **PERMITTEE'S** entry onto the property for the purposes stated herein shall constitute acceptance by **PERMITTEE** of all the terms and conditions of this *Right of Entry*.
14. This *Right of Entry* shall be for a period beginning on _____ 2009, and ending on _____, 2009.

APPROVED:

[Name of Entity]

BY: _____
NAME

TITLE

APPROVED:

DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division
Asset Management Branch

JOE MUGARTEGUI, Branch Chief

DRK:drk