

RIGHT OF ENTRY

STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS PORTION OF CALIFORNIA INSTITUTION FOR MEN CHINO, CALIFORNIA

This *Right of Entry* is made and entered into on this ____ day of _____, 2010, between the State of California, acting by and through its Director of General Services hereinafter called **STATE**, with the consent of the **Department of Corrections and Rehabilitation (CDCR)** and _____, their agents or contractors, hereinafter called **PERMITTEE**.

WHEREAS, PERMITTEE is in the process of responding to a Request for Proposal (RFP) for the long-term lease of a portion of the California Institution for Men-Chino (CIM); and

WHEREAS, PERMITTEE requires access to the property which is the subject of this RFP, in order to conduct an investigation of the suitability of the property for **PERMITTEE'S** proposed development.

NOW, THEREFORE, STATE does hereby give permission to **PERMITTEE** to enter upon the property which is the subject of this RFP as outlined in red on the attached Exhibit "A", consisting of one (1) page, and by this reference made a part hereof, for the purpose of conducting a due diligence investigation.

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 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 enter onto the property to perform initial due diligence of the property.
4. Only **PERMITTEE**, its contractors or agents shall conduct the due diligence on the property specified herein.
5. Prior to entry onto said property for any of the purposes described herein, **PERMITTEE** shall notify by written, fax, or oral notice, Robert W. McKinnon, Project Manager, Department of General Services, Real Estate Services Division (RESD), Asset Management Branch (AMB), 707 Third Street, Sixth Floor, West Sacramento, CA 95605, (916)376-1814, Fax (916) 376-1833 and, Captain Dennis King Department of Corrections, California Institution for Men, 14901 Central Avenue, Box 128, Chino, CA 91708-0128, (909) 606-7036, Fax (909) 606-7139.
6. **PERMITTEE** waives all claim 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 indemnify, defend, protect, and hold harmless **STATE**, its officers, agents, and employees from any and all loss, damage, or liability which may be suffered or incurred by **STATE** or third parties, **PERMITTEE, PERMITTEE'S** agents or contractors, caused by, arising out of, or in any way connected with, the exercise of the rights hereby granted, except those arising out of negligence of **STATE**. **PERMITTEE** shall not be held responsible for any liability of any nature, or any costs arising therefrom, due to **PERMITTEE'S** discovery of any hazardous or toxic materials, or evidence or such substances and materials on the property or any other liabilities that arise from conditions existing on the property prior to the date of this *Right of Entry* agreement. **PERMITTEE** shall be solely responsible and

liable for any damage to crops, equipment, 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 work specified herein. **PERMITTEE** agrees to remove all equipment from the property within twenty-four (24) hours of completion of work. The equipment to be used to perform the installation of a box culvert may include, but is not limited to, the following:

1.	<u>Cars/pickups</u>	Approved	Yes <u>X</u>	No <u> </u>
2.	<u>Truck</u>	Approved	Yes <u>X</u>	No <u> </u>
3.	<u>Utility Locators & Vehicle (1-2)</u>	Approved	Yes <u>X</u>	No <u> </u>
4.	<u>Boring Equipment</u>	Approved	Yes <u>X</u>	No <u> </u>
5.	<u>Construction Equipment</u>	Approved	Yes <u>X</u>	No <u> </u>

9. **PERMITTEE** acknowledges their sole responsibility for identifying easements encumbering the property in connection with the performances of any work permitted hereunder. **PERMITTEE** may conduct only visual inspections in the easement areas. **PERMITTEE** shall provide such permission to **STATE** upon request. **PERMITTEE** shall abide by the conditions set forth by the easement owners when conducting work 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. **PERMITTEE** shall not interfere with **the California Institution for Men's** use of the property for ingress or egress to its adjacent facilities.

11. **STATE** reserves the right to temporarily prevent entry upon said lands in the event of an emergency.

12. **PERMITTEE** shall exercise care so as not to disturb the staff of the California Institution for Men or otherwise affect the facility's day to day operations.

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, 2010 and ending on, 2010.

PERMITTEE: .

ADDRESS:

TELEPHONE:

FAX:

APPROVED:

DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division

ROBERT W. MCKINNON, Assistant Chief
Asset Planning and Enhancement Branch

BY:

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Captain Dennis King