

RIGHT OF ENTRY LICENSE

This Right of Entry License ("License") is entered into as of April ____, 2023 ("Effective Date"), by and between **Jamie Low** (collectively referred herein as "Owner" or "Property Owner") and the **City of Placerville**, a California municipal corporation ("City").

RECITALS

A. Owner purchased the properties located at 742 and 750 Chamberlain Street ("Property") on or around April 3, 2023, which is vacant and without improvements.

B. In the course of his due diligence prior to the purchase of the Property, Owner was provided correspondence and maps from the City indicating the existence of a water easement for a running across the Property, as more specifically depicted in **Exhibit A** ("Existing Easement").

C. The Existing Easement notwithstanding, Owner was also made aware during his due diligence that neither the City nor the previous property owners have conclusively confirmed the existence of a subsurface water pipeline within the boundaries of the Existing Easement or elsewhere.

D. Owner and City share a desire to locate the subsurface water pipeline, if it exists, to better inform Owner of the Property's site constraints and aid in the safe delivery of water throughout the City, respectively.

E. The City desires to enter the Property to locate and potentially relocate the water pipeline, and Owner commits to keep the Property undeveloped for five (5) years from the Effective Date and allow the City to enter freely for the purpose of locating and a subsurface water pipeline and relocating it, pursuant to the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the parties, Owner and the City agree as follows:

AGREEMENT

1. **Recitals.** The recitals are true and correct as set forth above and are hereby incorporated by reference.
2. **Grant of License.** Owner hereby grants to the City a revocable, non-exclusive license for the purposes of performing the Permitted Activities described in Section 2 below, subject to the conditions and provisions stated in this License.
3. **Permitted Activities.** The City and its employees, agents, consultants, and contractors are permitted to undertake the following activities (the "Permitted Activities") on the Property:
 - a. Investigation. Conduct above-ground and subsurface investigation and inspection for the purpose of locating a water pipeline. The search may require mechanical or hand excavation, earth moving, and ground disturbances by use of a shovel, hand trowel, or other devices.

- b. **Removal and Relocation.** Conduct removal and relocation of pipeline which may necessitate ingress and egress of construction traffic. In the event the City determines the removal and relocation of a pipeline is required either because the pipeline is located within the Owner's permitted building envelope, as is more particularly depicted in **Exhibit B**, or because of other factors determined in the City's sole discretion, City will make reasonable efforts to coordinate with Owner to identify the most effective area for ingress and egress for construction traffic.
4. **Consideration.** In consideration for this License to City, the City shall provide one or more of the following actions: i) confirm the pipeline is within the Existing Easement; ii) abandon the line in place; or iii) relocate the line outside the Owner's building envelope at the City's costs; provided, however, the City is able to find the water line and it is financially feasible to relocate the water line. Should it be determined that the project is not financially feasible, the City shall work with Owner to determine feasible options for development of the Property.
5. **Inspection of Property.** Property Owner has inspected the Property and represents to the City that they are aware of or will make themselves aware of any dangerous conditions on the Property, whether or not readily discoverable. Property Owner will make the Property safe for the Permitted Activities, and that the City is not and shall not be obligated to make the Property safe or suitable for anyone on the Property or otherwise to prepare the Property or access to the Property in any manner whatsoever.
6. **Grant of Easement.** If i) City determines the location of the pipeline is outside the Existing Easement and outside the boundaries of the Property's permitted building envelope, as more particularly depicted in Exhibit B; or ii) if City must relocate the pipeline outside the Existing Easement and within the Property lines, in either circumstance, Owner hereby agrees to grant to the City a permanent easement on, over and across that portion of the Property that City determines, in its sole discretion, is necessary for the maintenance and operation of the pipeline. Owner further agrees to enter into a separate easement agreement with the City to memorialize the location, rights, and obligations of the parties at such time the water pipeline may be relocated on the Property. Under no circumstance will City relocate the pipeline within Owner's permitted building envelope.
7. **Termination.** This License shall terminate on the earliest of (1) completion of the Permitted Activities, or (2) upon five (5) years from the Effective Date.
8. **Noticing.** The City and its employees and agents will attempt to provide 24 hours courtesy notice of intent to enter the Property to perform the Permitted Activities; provided, however, by this Agreement, Property Owner will not withhold consent without good cause.
9. **Costs.** City shall be responsible for all costs and fees associated with the Permitted Activities; provided, however, the City may decide, in its sole discretion that the costs of relocating the water pipeline is financially infeasible. Financial infeasibility may include, for example, the totality of costs of removal and reconstruction, lack of City funds, or environmental remediation or compliance. It is the City's intention to relocate the water pipeline and will work cooperatively with the Property Owner on solutions.
10. **Repair and Restoration of Property.** Upon the completion of the Permitted Activities, the City shall leave the Property in the same condition as it existed when the License commenced. The City shall repair, at its expense, any damage to the Property caused by the City's use thereof pursuant to this License. Upon termination of this License, the City shall remove all personal property from the Property.

11. **Indemnification.** Owner agrees to and shall, indemnify, defend and hold harmless the City from all demands, claims, losses, damages, including property damage, personal injury, including death, costs (including attorney fees), arising out of or directly or indirectly connected in any way whatsoever with the negligent use of or actions on the Property by the Owner, its employees, agents, consultants, and contractors, except those matters caused by the negligence of the City. This indemnity shall survive the expiration of this License.

12. **Assignment.** This License shall not be assigned. Any purported assignment of this License or of any interest in this License shall be void and of no effect.

13. **Integration.** This License between the parties contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this License shall be of no force and effect except as to subsequent modifications in writing signed by both the parties.

14. **Authority to Execute.** The Owner represents that it is the owner of the Property and has the authority to execute this License and has sought legal review, as appropriate.

15. **Counterparts.** This License may be executed in two (2) or more original and/or facsimile counterparts, each of which shall be deemed an original, and when taken together shall constitute one single contract between the parties.

IN WITNESS HEREOF, the parties hereto have executed this License effective as of the Effective Date set forth above.

CITY:

City of Placerville,
a California municipal corporation

By: _____
Cleve Morris, City Manager

ATTEST:

By: _____
Regina O'Connell, City Clerk

APPROVED AS TO FORM:

By: _____
Mona Ebrahimi, City Attorney

OWNER:

Jamie Low

Name: _____

Name: _____

Date: _____