

wearing highly visible clothing, maintaining strobe lights on vehicles and using a VHF radio when conduction activities on the Property.

14. Termination. In the event that Grantee or a Grantee Representative violates any of the terms or conditions set forth in this Agreement, the Grantor Deputy County Executive Officer or designee, after giving Grantee written notice of such violation and a ten (10) calendar day period within which to cure the same, shall have the right to immediately terminate this Agreement by providing written notice to Grantee of said termination. No termination or expiration of this Agreement shall relieve Grantee of performing any of its obligations required hereunder which were either required prior to or which survive such termination or expiration.

15. Waiver. Any waiver by Grantor of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any term thereof. Failure on the part of the Grantor to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping Grantor from enforcement hereof at a later date.

16. Grantor's Proprietary Capacity. Grantee agrees that Grantor, in making and entering into this Agreement, is acting and shall be deemed to be acting solely in Grantor's proprietary capacity for all purposes and in all respects; and nothing contained in this Agreement shall be deemed directly or indirectly to restrict or impair in any manner or respect whatsoever any of Grantor's governmental powers or rights or the exercise thereof by Grantor, whether with respect to the Property or Grantee's use thereof or otherwise. It is intended that Grantee shall be obligated to fulfill and comply with all such requirements as may be imposed by any governmental agency or authority of the Grantor having or exercising jurisdiction over the Property in its governmental capacity.

17. Independent Capacity. Grantee shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of Grantor.

18. Entire Agreement. This Agreement is the result of negotiations between the Parties

and no ambiguity in this Agreement shall be construed against the drafter. The Parties declare and represent that no inducement, promise or agreement not set forth herein has been made to them and that this Agreement contains the entire agreement between the Parties regarding the subject matter herein. The terms of this Agreement are contractual and not a mere recital.

19. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

20. Assignment. This Agreement shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor shall Grantee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

21. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

22. Modification. This Agreement may be modified, changed or amended only by a writing signed by the Parties hereto, or their respective successors or assigns.

23. Incorporation of Exhibits. All exhibits to this Agreement are hereby incorporated into this Agreement by reference as though fully set forth at length.

24. Time is of the Essence. Time is of the essence as to every term and condition of this Agreement.

25. Recordation. Neither party shall record this Agreement.

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27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Right of Entry Agreement on the dates written below.

GRANTOR:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE, a public entity

By: _____
Ivan Chand
Deputy County Executive Officer

Date: _____

GRANTEE:

MOHAMED SEIRAFI, a married man
as his sole and separate property

By: _____

Date: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL


By:  _____
Naila R. Brown
Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Lot 1 of Waters Homestead Tract, in the City of Menifee, County of Riverside, State of California, as shown by Map on file in the Office of the County Recorder of San Diego County Recorder, in Book 14, Page 681 of Maps thereof by metes and bounds, beginning at the northeast corner of said Lot 1;

Thence South 0° 10' West on the easterly line of said Lot 1, 413.52 feet, more or less, to the northeasterly line of the County Highway;

Thence North 54° 3' West on the northeasterly line of the County Highway, 144.16 feet;

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Thence South 89° 48' East on said northerly line of Lot 1, 117 feet, more or less, to the Point of Beginning.

Assessor's Parcel Number: 329-030-011

EXHIBIT "B"

SCOPE OF ACTIVITIES

The scope of activities to be performed under the Right of Entry Agreement ("Agreement") between the Successor Agency to the Redevelopment Agency for the County of Riverside, a public entity ("Grantor"), and MOHAMED SEIRAFI, a married man as his sole and separate property ("Grantee"), include the following:

(1) obtain soil samples and make surveys and tests necessary to determine the suitability of the Property for Grantee's purposes; (2) conduct reasonable investigations on and beneath the Property to determine the presence of hazardous substances; (3) allow Grantee's engineers or architects to obtain data for drawings, calculations, plans and specifications; and (4) other studies reasonably approved by Grantor's Deputy County Executive Officer or designee as requested by Grantee to assess the feasibility of the purchase of the Property.

RIGHT OF ENTRY AGREEMENT

Hwy 74 and Sherman Road

This Right of Entry Agreement ("Agreement") is made and entered into this _____ day of _____, 201__, between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity ("Grantor"), and MOHAMED SEIRAFI, a married man as his sole and separate property ("Grantee"). Grantor and Grantee are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

- A. Grantor is the current owner of that certain real property located off Highway 74 and Sherman Road in Menifee, California also known as Assessor's Parcel Number 329-030-011, as legally described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), and has the right to grant to Grantee permission to enter upon and use the Property.
- B. Grantor and Grantee have entered into an Agreement of Purchase and Sale with Joint Escrow Instructions ("Purchase and Sale Agreement") dated _____, 201__ providing for the sale of the Property by Grantor to Grantee.
- C. Grantee desires to obtain Grantor's permission to enter upon and use the Property, on a temporary basis, for soils testing and other due diligence on the Property prior to the sale of the Property.
- D. Grantor is agreeable to allowing Grantee such access to the Property on a temporary basis, for soils testing and other due diligence on the Property, as more specifically set forth below.

NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

AGREEMENT

- 1. Right of Entry. Grantor hereby grants to Grantee, its agents, employees and contractors a temporary, non-exclusive, right of entry onto the Property to perform soils testing

and other due diligence as more specifically set forth in the Scope of Activities attached hereto as Exhibit "B" and incorporated herein by this reference, and for no other purpose (collectively the "Permitted Purpose"). Grantee will enter the Property entirely at its own cost, risk and expense. Grantee agrees that the Permitted Purpose shall be completed in accordance with any permits and authorization issued by any governmental entity having jurisdiction over the Property in connection with the Permitted Purpose. Grantee and/or its duly authorized employees', agents', consultants', independent contractors' (collectively, "Grantee Representatives") use of the Property shall not interfere with the use and enjoyment of the Property by Grantor and/or its directors, officers, members, employees, agents and independent contractors (collectively, "Grantor Representatives"), or anyone claiming under or through them. Grantee shall not permit any other party associated with Grantee, except the Grantee Representatives, to enter onto the Property during the term of this Agreement without the prior written consent of the Grantor's Deputy County Executive Officer or designee, which may be withheld in his or her sole and absolute discretion. Grantee and the Grantee Representatives shall not perform any work other than the Permitted Purpose upon the Property. Grantee acknowledges and agrees that Grantee shall not be entitled to any reimbursement or repayment for any work, including, but not limited to the Permitted Purpose, performed upon the Property pursuant to this Agreement

2. Term. The term of this Agreement shall commence on the Effective Date (defined below) and shall automatically terminate three (3) months thereafter, unless extended or terminated earlier as provided herein. No later than thirty (30) days before the expiration of the term, Grantee may request in writing to Grantor for an extension of the term, which may be granted or withheld in the sole and absolute discretion of Grantor. This Agreement is subordinate to all prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights inconsistent with the reasonable exercise by Grantee of the rights under this Agreement. The "Effective Date" shall be the date this Agreement is signed by Grantor.

3. Consideration. In consideration of Grantor's granting of the right of entry set forth in this Agreement, Grantee shall promptly provide Grantor with a copy of all reports and test

results arising from this Agreement, without creating any liability for Grantee or the preparer of such reports.

4. Notice of Work. Prior to entry upon the Property, Grantee shall notify the Grantor representatives identified in in this Section 4 below by written and oral communication, which may include email, of Grantee's intent to enter the Property, with such notice being provided at least one (1) week prior to the intended date of entry and commencement of any work, and shall include information regarding the length of time that Grantee will be on the Property.

Grantor Representative: Successor Agency to the Redevelopment Agency
for the County of Riverside
C/O Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400, Riverside, CA 92501
Attention: Monica Tlaxcala

4. Liens. Grantee shall not permit any lien to be placed against the Property, or any part thereof, as a result of Grantee's activities under this Agreement, including, but not limited to liens by design professionals', mechanics', material man's contractors' or subcontractors' liens, and shall ensure that any such lien is removed or bonded to the Grantor's satisfaction within ten (10) days of recording. Grantee acknowledges and agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed or recorded against the Property, or any part thereof.

5. Indemnification; Hold Harmless. Grantee shall indemnify and hold harmless Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of Grantee, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with Grantee's use of the Property or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Grantee shall

defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. The obligations set forth in this paragraph shall survive the termination of this agreement.

With respect to any action or claim subject to indemnification herein by Grantee, Grantee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Grantor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantee's indemnification to Grantor as set forth herein.

Grantee's obligation hereunder shall be satisfied when Grantee has provided to Grantor the appropriate form of dismissal relieving Grantor from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Grantee's obligations to indemnify and hold harmless the Grantor herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Grantee from indemnifying the Grantor to the fullest extent allowed by law.

6. Insurance. Without limiting or diminishing Grantee's obligation to indemnify or hold the Grantor harmless, Grantee shall procure and maintain or cause to be procured and maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. In respects to the insurance section, the Grantor herein refers to the Successor Agency to the Redevelopment Agency for the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives as Additional Insureds.

6.1 Workers' Compensation. If Grantee has employees as defined by the State

of California, Grantee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

6.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Grantee's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Grantee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

6.4 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Grantor Risk Manager. If the Grantor's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Grantee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Grantor Risk Manager before the

commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Grantor, and at the election of the Country's Risk Manager, Grantee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Grantor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Grantee shall cause Grantee's insurance carrier(s) to furnish the Grantor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Grantor Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Grantor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the Grantor receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Grantee shall not commence operations until the Grantor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the Parties hereto that Grantee's insurance shall be construed as primary insurance, and the Grantor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there

is a material change in the scope of the Agreement; or, there is a material change in the scope of entry or permitted activities under this Agreement; or, the term of this Agreement, including any extensions thereof, exceeding five (5) years; the Grantor reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Grantor Risk Manager's reasonable judgment, the amount or type of insurance carried by Grantee has become inadequate.

6) Grantee shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Grantor.

8) Grantee agrees to notify Grantor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. Compliance with Laws. Grantee shall, and shall cause its contractors, agents and employees to, conduct all activities undertaken pursuant to this Agreement in compliance with applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders. Without limiting the generality of the foregoing, Grantee shall secure, at its sole cost and expense, any and all permits and approvals which may be required by any applicable law, rule, regulation or ordinance, for Grantee's conduct of the activities contemplated in this Agreement.

8. Inspection. Grantor, its representatives, employees, agents and independent contractors shall have the right enter and inspect the Property or any portion thereof, including, but not limited to any improvements, at any time and from time to time at reasonable times to verify Grantee's compliance with the terms and conditions of this Agreement.

9. Non-Exclusive Nature of Grant. Grantee acknowledges and agrees that the rights granted to Grantee hereunder are temporary and non-exclusive.

10. No Real Property Interest; No Possessory Interest. Grantee expressly understands, acknowledges and agrees that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property, or any portion

thereof, to Grantee.

Grantee further acknowledges and agrees that Grantor's grant of the right of entry to use the Property pursuant to this Agreement creates no possessory interest in the Property and therefore Grantee shall abandon the use of the Property without the necessity of a judicial proceeding by the Grantor no later than the expiration of this Agreement, or, in the event of an earlier termination of this Agreement, Grantee shall abandon the use of the Property immediately upon such earlier termination. Grantee further acknowledges and agrees that any failure to abandon the use of the Property upon expiration or termination of this Agreement shall constitute a trespass. This Agreement is intended to be for a short term duration.

11. Condition Of The Property. The Property is licensed to Grantee in an "as is" condition, existing as of the Effective Date of this Agreement. Grantee shall not construct any temporary or permanent improvements or make any material changes to the Property as part of Grantee's use of the Property without Grantor's prior written consent, which may be withheld in its sole and absolute discretion. Such prohibition on construction of improvements or material changes to the Property shall include but shall not be limited to any signs, paving, construction of fencing, retaining walls, buildings or structures, or the removal of any living trees.

12. Protection and Restoration of Property. Grantee, its employees, agents, contractors and subcontractors, shall protect the Property, including all improvements and the natural resources thereon, at all times at Grantee's sole cost and expense, and Grantee, its employees, agents, contractors and subcontractors, shall strictly adhere to the following restrictions:

12.1 Grantee shall not commit waste upon the Property;

12.2 Grantee shall not permit any dangerous condition to be created on the Property as a result of the activities of Grantee or the Grantee Representatives;

12.3 Grantee shall not place or dump garbage, trash or refuse anywhere upon or within the Property;

12.4 Grantee shall not commit or create, or suffer to be committed or created, a hazardous condition and/or nuisance to exist upon the Property;

12.5 Grantee shall not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards, without first obtaining Grantor's written consent. Grantee shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the Property during the performance of the Permitted Purpose. If hazardous materials are imported onto the Property as a result of the performance of the Permitted Purpose, Grantee shall be solely responsible for removing such imported hazardous materials in conformance with all governmental requirements. Grantee shall report to grantor, as soon as possible after each incident, any incidents with respect to the environmental condition of the Property;;

12.6 Grantee shall not disturb, move or remove any rocks or boulders upon the Property, except as necessary for the elimination of safety hazards, without the prior written consent of Grantor;

12.7 Grantee shall exercise due diligence in order to protect the Property from damage, destruction by fire, vandalism or other causes;

12.8 Grantee shall remove all debris generated by Grantee, its employees, agents, contractors and subcontractors on the Property; and

12.9 Grantee shall not damage the Property in the process of performing its contemplated activities under this Agreement.

Upon the termination or expiration of this Agreement, and provided that the Property has not been conveyed to Grantee, Grantee shall at its sole cost and expense, cause the Property to be restored from any damage or material change caused by Grantee or any Grantee Representative to substantially the same condition as the Property was in prior to Grantee's entry onto the Property under this Agreement.

13. Public Safety. Grantee shall, and shall cause its contractors, subcontractors and employees entering the Property to, take necessary and reasonable steps to protect themselves and members of the public from harm resulting from Grantee's activities on the Property, including by

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By: _____
Ivan Chand
Deputy County Executive Officer

Date: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: Shaila R. Brown
Shaila R. Brown
Deputy County Counsel

GRANTEE:

MOHAMED SEIRAFI, a married man
as his sole and separate property

By: [Signature]

Date: 8/9/2018

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