

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-187

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Southern California Gas Company
Contractor Representative	Madelia Rivera
Telephone Number	213-231-7432
Total Contract Amount	\$0
Cost Center	
GRC/PROJ/JOB No.	69004343
Internal Order No.	

Briefly describe the general nature of the contract: Temporary Right of Entry totaling 8,000 square feet, over a portion of Assessor's Parcel Number 1119-231-04, located within the Mid-Valley Sanitary Landfill in the City of Rialto, to the Southern California Gas Company for a temporary workspace for gas collection improvement purposes.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Maria Insixiengmay*

Maria Insixiengmay,
Deputy County Counsel

Date 3/10/2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Brandon Ocasio

Brandon J. Ocasio, Real Property Manager,
RESO

Date 3/10/23

TEMPORARY RIGHT OF ENTRY AGREEMENT FOR SOUTHERN CALIFORNIA GAS COMPANY

This Temporary Right of Entry Agreement ("Agreement") is dated as of this ____ day of _____ 20____ and is made by and between Southern California Gas Company ("SoCalGas"), a California corporation, and San Bernardino County, a body corporate and politic, ("Owner"), the legal owner of the property identified herein.

The Property-Owner is the legal owner of that certain real property located in the City of Rialto, County of San Bernardino, California, more specifically identified as A.P.N. 119-231-04 and Caltrans Parcel Number DD 013082-01-04 (the "Property").

Grant of Easement-Concurrently with this Agreement, Owner shall grant SoCalGas a permanent, non-exclusive easement and a permanent exclusive easement, which is attached hereto and incorporated by reference. The easement forms shall be executed, notarized and returned to SoCalGas promptly upon SoCalGas' request. The easement form shall be recorded in the Official Records of San Bernardino County, California at SoCalGas' expense.

Temporary Workspace and Work-SoCalGas requests the right to fabricate any and all related above and below ground pipes, valves, fences and appurtenances and the right to bring and store temporarily any and all necessary vehicles, materials and other construction equipment and stockpile on the Temporary Workspace, as defined below (all of which is hereafter referred to as "Work"). SoCalGas requests the right to perform the Work within an area of approximately 8,000 square feet as shown on the attached exhibit. This area is referred to hereafter (individually and collectively) as "Temporary Workspace". See the exhibit attached hereto and incorporated by reference.

Owner's Consent-Owner grants SoCalGas (including its subcontractors) permission to enter and use the Temporary Workspace for purposes of performing the Work. Work may be conducted by SoCalGas or by its subcontractors during the days and hours permitted by the local governing agency or any applicable permit. If any conflict arises between Work and any other uses of the Property, then SoCalGas and Owner shall work together diligently and in good faith to resolve any such conflicts.

Term-SoCalGas (including its subcontractors) shall have access to and use of the Temporary Workspace for approximately seven (7) months, tentatively arranged to start on or about March 1, 2023 to on or about October 1, 2023 ("Basic Term"). SoCalGas may postpone the start date of the Basic Term in which case SoCalGas will notify the Owner in advance. In the unlikely event SoCalGas needs extra time on the Temporary Workspace, Owner agrees that SoCalGas may have additional monthly periods, not to exceed six months.

Restoration-At the completion of the Work, SoCalGas (including through its subcontractors) will restore the Temporary Workspace to as near to its original condition and appearance as is reasonably possible.

Indemnification- SoCalGas will indemnify, defend and hold harmless the Owner and its authorized officers, employees, agents and volunteers (collectively, the "Indemnitees") for any and all claims, actions, losses, damages and/or liability arising out of SoCalGas' (or its subcontractor's) Work or use of the Temporary Workspace from any cause whatsoever, except to the extent such liability is due to the Indemnitees' negligence or willful misconduct. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Indemnitees shall have no liability or obligation whatsoever with respect to any damage to or loss of any equipment or personal property of SoCalGas (or its subcontractors), except to the extent such liability is due to the Indemnitees' negligence or willful misconduct.

Entire Agreement-This Agreement constitutes the entire agreement between the parties relating to the Work and SoCalGas' entry onto the Property. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force and effect.

Authority- Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

Severability-If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

No Waiver-A waiver or a breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

Governing Law-This Agreement shall be governed and construed in accordance with the laws of the State of California.

Recordation-This Agreement shall not be recorded. However, the Owner agrees that upon any transfer of title involving the Property during the period of the Agreement, the Owner shall give written notice of the Agreement to the new owner or transferee and written notice of the transfer to SoCalGas to the address below.

Counterparts-This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Electronic Signatures-Each of the parties (i) has agreed to permit the use of electronic signatures in order to expedite the execution of this Agreement, (ii) intends to be bound by its respective electronic signatures, (iii) is aware that the other will rely on such electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement based on the fact that a signature was sent by electronic transmission only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES ON NEXT PAGE]

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the date first set forth above.

Southern California Gas Company



Madelia Rivera
Land and Right of Way Team Lead
For Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100

**San Bernardino County, a body
corporate and politic**



Dawn Rowe, Chair
Board of Supervisors

Signatory 2 Name
Title (Insert if appropriate)

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____
Deputy



ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
Los Angeles }
COUNTY OF _____ }

On 3/13/2023, 2023 before me, Jessica Chavez-Roy, a Notary Public, personally appeared Madelia Rivera, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature J. C. Roy
Commission #: 2287979
Commission Expiration: 5/10/2023

