

Project: CDCR-San Bernardino County Cypress Channel Survey
Project No.: N/A
DGS File No. N/A
County: San Bernardino

RIGHT OF ENTRY LICENSE AGREEMENT FOR ACCESS

This Temporary Right of Entry License Agreement (“License”) made and entered into this 11th day of March 2025, by and between the **STATE OF CALIFORNIA** acting by and through the Director of the Department of General Services (“**DGS**”) with the consent of the California Department of Corrections and Rehabilitation (“**CDCR**”), hereinafter collectively referred to as (“**Licensor**”), and the **County of San Bernardino** its officers, employees, agents, consultants, representatives, invitees, and contractors (“**Licensee**”), Licensor and Licensee may also be referred to collectively as the Parties.

RECITALS

WHEREAS, CDCR has jurisdiction of property owned by the State of California commonly known as the California Institution for Men facility (“CIM”) located at 14901 Central Avenue, Chino, California, San Bernardino County (“Property”); and

WHEREAS, a portion of a regional flood control channel, commonly known as the Cypress Channel, is located on the Property; and

WHEREAS, Licensor and Licensee are in discussions that may result in Licensor granting a real property interest to Licensee for the Cypress Channel on the Property; and

WHEREAS, Licensee seeks temporary permission from Licensor to enter upon the Property, in and immediately adjacent to the Cypress Channel (the “License Area” as more particularly described below and in Exhibit A and Exhibit B), in order to survey the Cypress Channel and create a legal description thereof (“Survey”); and

WHEREAS, Licensor wishes to accommodate Licensee’s request; and

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this License, and the mutual promises and covenants contained herein, this License is granted subject to the following terms and conditions.

AGREEMENT

The Parties mutually agree to this License subject to the following provisions:

1. Grant of License. Licensor grants to Licensee, its officers, employees, agents, consultants, representatives, invitees, and contractors a temporary license to enter upon the Property for the limited purposes of performing a survey of the Cypress Channel (“License Area”).
2. Use. The Licensee shall use License Area to survey the portion of Cypress Channel, a regional flood control channel, on the Property, as more particularly described in Exhibit A consisting of one (1) page and depicted on Exhibit B, consisting of one (1) page, which Exhibits by this reference are incorporated herein.

Licensee's access and scope of work are subject to the authorization of CDCR. Licensee acknowledges that entry onto the License Area shall be at Licensee's own expense and risk.

Licensor reserves the right to use the License Area in any manner, during the term of the License.

3. Term. This License shall commence on the date this License was entered into and expires on April 30, 2025, or such longer period if agreed to in writing by Licensor and Licensee. Notwithstanding anything to the contrary in this License, Licensee acknowledges and agrees that Licensor, subject to its sole and absolute discretion, may immediately terminate this License at any time for any reason or no reason, without any liability to or recourse by Licensee.
4. Cooperation. Licensee understands that the License Area is on state prison property, and accordingly acknowledges and agrees: (i) to coordinate its activities prior to the commencement of any work with the CDCR Regional Manager, Lewis Callahan at lewis.callahan@cdcr.ca.gov and CIM Correctional Plant Manager, Tariq Awan at tariq.awan@cdcr.ca.gov, to minimize any impairment of access to the Property and any inconvenience to or disruption of State's business at CIM, (ii) to abide by any directions and/or restrictions that may be imposed by the authorities in charge of CIM, and (iii) that access to the License Area may be further restricted by said authorities in the event of emergency conditions as determined at the sole and absolute discretion of CDCR from time to time.

Licensee shall conduct all its permitted activities herein so as to protect the health, safety, and well-being of those on the Property including, but not limited to residents, employees, contractors, invitees, guests, and others.

Licensee shall adhere to the following restrictions in exercising right under this License:

- a. No later than three business days prior to each entry upon the License Area for the purposes herein set forth, Licensee shall notify Licensor by written notice to the Licensor, which may be by electronic mail so long as receipt is acknowledged, of the specific time and dates of entry on to the License Area along with the names and cell phone numbers of all individuals that will be entering;
- b. Licensee shall restrict travel to the License Area, or such roads or routes within said Property as said Licensor may designate from time to time at its sole and absolute discretion;
- c. Use of said roads or routes by Licensee shall be restricted to that use reasonably necessary in connection with the survey;
- d. Licensee shall not consent to the use of any of said roads or routes by members of the public;
- e. Entry onto the License Area is limited to the daylight hours of 7:00 am to 4:30 pm. Access rights granted by this License may be restricted by said Licensor in charge in the event that turmoil or emergency conditions are occurring at said Property as maybe determined from time to time by Licensor at its sole and absolute discretion; and
- f. Any access to the Property by Licensee and agents of Licensee to conduct the activities permitted under this License shall be as directed by the Licensor of the Property. Additional escort and security may be required by Licensor.

Licensee agrees to comply with the following conditions:

- A. In the event an emergency develops on the Property, Licensee agrees to cooperate with respect to Licensor's security concerns and to allow Licensor to respond to such emergency

as it determines necessary in its sole and absolute discretion;

- B. Licensee will comply with all rules and regulations adopted by Licensor. No article or material deemed by Licensor to be considered as contraband shall be brought on said License Area. Contraband includes, but is not limited to, beer, alcoholic beverages, narcotics, tobacco, the possession or use of firearms, explosives, edged weapons, and restricted controlled substances;
 - C. Licensee may only use such equipment in the License Area that is reasonably necessary to exercise Licensee's rights under this License. Notwithstanding paragraph 14 below, Licensee agrees to remove all equipment from the License Area at the end of each workday; and
 - D. Licensee shall conduct all activities so as to protect the health, safety, and well-being of those people upon the License Area of the Property.
5. Existing Agreements. This License is subject to existing contracts, leases, licenses, encumbrances, and claims which may affect said real property.
6. Compliance with Laws. Licensee shall conduct all activities in compliance with all applicable federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies ("Laws and Regulations"), as such Laws and Regulations exist at the time of the activities and provide Licensor with copies of all permits and the like required by such Laws and Regulations.
7. Property Damage. Licensee will ensure reasonable precautions will be exercised to avoid damage and protect persons or property while engaging in activities authorized under this License. Licensee shall protect the Property, including all improvements, at all times at Licensee's sole cost and expense. Licensee shall conduct all activities so as to protect the health, safety and well-being of people and the Property. Licensee shall adhere to the following restrictions:
- a. Licensee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property;
 - b. Any areas disturbed by Licensee's studies shall be restored by Licensee to their preconstruction condition;
 - c. Licensee shall exercise due diligence to protect the Property, against damage, vandalism, attractive nuisance and any other causes arising out of Licensee's use of the License Area; and
 - d. Any areas disturbed by Licensee's use of the License Area shall be restored by Licensee, at Licensee's sole cost and expense, to their preconstruction condition.
8. Damages. Licensee accepts use of the License Area in its as-is condition and acknowledges that dangerous conditions exist on the License Area, including but not limited to uneven topography, unstable ground, steep slopes, degrades structures and wild animals. Licensor assumes no liability for loss or damage to property or injuries to or deaths of Licensee's agents, contractors, subcontractors, employees sublicensees or invitees by reason of the exercise of privileges given under this License.
9. Indemnity. Licensee waives all claims against Licensor, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of its rights under this License, and Licensee agrees to protect, save harmless, indemnify, and defend Licensor, 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 Licensor, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Licensee of its rights under this License, except those arising out of the sole negligence of Licensor.

10. Notices. Except as provided in paragraph 4(a) above, all notices or other communications required or permitted hereunder shall be in writing and sent by overnight courier, registered mail, certified mail or postage-prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

To Licensor:
Department of Corrections and Rehabilitation
California Institution for Men (CIM)
Attn: Lewis Callahan
Facility Planning, Construction and Management
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
(279) 223-2744
lewis.callahan@cdcr.ca.gov

Department of General Services
Real Property Services Section
Attn: Jon Heim
707 Third Street, 5th Floor
West Sacramento, CA 95605
(279) 799-3705
jonathan.heim@dgs.ca.gov

To Licensee:
San Bernardino County
Attn: Noel Castillo
Director, Department of Public Works
825 E. Third Street
San Bernardino, CA 92415
909-387-7906
noel.castillo@dpw.sbcounty.gov

11. Insurance. During the term of this License, and prior to any entry upon the License Area; Licensee shall procure and maintain the following insurance:

- a. Commercial General Liability with limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy must include State of California, and all of its departments and agencies, and their officers, agents and employees as additional insureds;
- b. Licensee shall maintain statutory Workers' Compensation and employer's liability coverage for all its employees who will be engaged in the performance of the agreement. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Licensee acknowledges compliance with these regulations. A "Waiver of Subrogation" or "Right to Recover" endorsement in favor of the State of California must be attached to certificate; and
- c. In addition, Licensee shall maintain motor vehicle liability for owned, hired, and non-owned vehicles with limits of not less than \$2,000,000 per accident for bodily injury and property damage. The policy must include State of California, their officers, agents and employees as additional insureds.

The evidence of coverage for the above three (3) policies is to be delivered to the Licensor with the signed License prior to final execution of this License by Licensor. Said evidence of coverage shall be issued by an insurance company with a minimum Best Insurance Guide rating of A- or better.

12. General Requirements

Licensee shall ensure that the following general requirements are met:

- a. Notwithstanding paragraph 11 above, Insurance Companies utilized by Licensee must be acceptable to DGS, Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by Licensor thirty (30) days prior to the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Licensee shall notify Licensor within five (5) business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, Licensor may, in addition to any other remedies it may have, terminate this License.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by Licensor.
- g. If Licensee is self-insured, it must provide Licensor with at least the same protection from liability and defense of suits as would be afforded by first dollar insurance and Licensee shall provide Licensor with written acknowledgement of this fact at the time of the execution of this License. Licensee shall, thereafter, periodically as requested by Licensor, provide Licensor with a written acknowledgement of the continuation of its self-insured status. If at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify Licensor of this fact and concurrently provide Licensor with the required evidence of coverage.
- h. It is agreed that Licensor shall not be liable for the payment of any premiums or assessments on the required insurance coverage.
- i. In the case of Licensee utilization of subcontractors to complete the Survey, Licensee shall include all subcontractors as insureds under Licensee's insurance or supply evidence of insurance to Licensor equal to policies coverages, and limits required of the Licensee.

13. Sublet, Transfer and Assignment of License. Licensee shall not sublet, transfer or assign this License.

14 Disposition of Personal Property.

- a. During the term of this License, other than survey markers, stakes and the like, all equipment, and other personal property placed in, upon, or under the License Area by Licensee shall remain the property and responsibility of Licensee and shall be removed by Licensee, at its sole cost and expense within twenty-four (24) hours after expiration or earlier termination of the License or completion of construction, whichever occurs earliest.
- b. Should Licensee fail to remove said equipment or personal property within twenty-four (24) hours after expiration or termination of the License, whichever occurs earliest, State has the right but not the obligation to remove such equipment or personal property at Licensee's sole risk, cost and expense. Upon written demand by Licensor, Licensee shall immediately pay all costs and expenses associated with the removal of Licensee personal property or equipment.

- 15 Counterparts and Electronic Signatures. This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same License. This License may be executed by electronic mail in portable document format (PDF), DocuSign or by any other electronic means shall constitute effective execution and delivery of this License provided that documents bearing ORIGINAL SIGNATURES are supplied following transmittal of the electronic or facsimile signature.
- 16 Entire Agreement. This License and its exhibits constitute the entire agreement between Licensor and Licensee. No prior written or prior contemporaneous or subsequent oral promises or representations shall be binding.

IN WITNESS WHEREOF, the Parties have each caused this License to be duly executed by their authorized representatives.

LICENSOR:

**STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND
REHABILITATION**

BY: _____
DAVE LEWIS, DIRECTOR
FACILITY PLANNING, CONSTRUCTION
MANAGEMENT

DATE: _____

LICENSEE:

**COUNTY OF SAN BERNARDINO
A POLITICAL SUBDIVISION**

BY: _____
NOEL CASTILLO, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

DATE: _____

APPROVED:

**STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
ANA M. LASSO, DIRECTOR**

BY: _____
Kerry Zadel, Assistant Branch Chief ASSET
MANAGEMENT BRANCH / REAL ESTATE SERVICES
DIVISION

DATE: _____

Exhibit "A"
Description of License Area

The License Area on the Property consists of the 84'-wide Cypress Channel and 20 linear feet on both sides thereof, excepting therefrom any such area that is subject to a ground lease (e.g., the east side of Cypress Channel north of Kimball Avenue).

Exhibit "B"
Depiction of License Area

