

REDEVELOPMENT AGENCY OF THE CITY OF FRESNO

2344 Tulare Street, Suite 200 / Fresno, CA 93721
(559) 621-7600
(559) 498-1870 (Fax)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Project: 2518-2522 Ventura Street (Convention Center Redevelopment Project Area)

APN: 468-192-14

Effective this 23rd day of April, 2008, Maureen Kilcoyne, Catherine P. Culleton, administrator of the Estate of Patrick G. Culleton, Theresa Dieriex, and Francis C. Silveira ¹¹⁸ (collectively "Owner"), hereby grant to the Redevelopment Agency of the City of Fresno, a public body corporate and politic, (Grantee), a license to enter upon the property located in the State of California, County of Fresno, described as Assessor's Parcel No. 468-192-14, as described/depicted on the attached map (Property). This license is issued upon the following terms and conditions:

1. The Owner grants to the Grantee (including its agents and contractors) the right upon 24 hours notice to tenant or subtenant on the Property, a non-fee, non-exclusive, non-transferable license to enter upon the Property during the period [8 a.m. to 5 p.m.] or other times after the end and before the start of normal business hours and on weekends or holidays as agreed upon by the Grantee in writing in order that Grantee, at Grantees sole cost, risk and expense, may survey, make test borings and carry out related and reasonably necessary exploratory work related to a proposed project of acquisition/redevelopment (Project) and for no other purpose. Grantee shall not use or permit any person to use said Property in such manner as to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto.

Grantee shall indemnify and hold Owner harmless from any costs or liability resulting from the tests or investigations and for any damage to the Property resulting from Grantee's tests and investigations, to the extent of Section 10 insurance proceeds..

2. The license granted hereunder shall include reasonable ingress and egress rights as may be provided by Owner in its reasonable discretion.

3. It is understood and agreed by and between the parties that the Property is leased to/subleased to Harut and Vartumi Chilian, and their subtenants (collectively "Tenant"), pursuant to that certain Commercial Lease dated July 1, 1997 as extended and a sublease thereunder, and that this license is subject to all rights of Tenant. Grantee agrees that its activities in pursuit hereof will not unreasonably interfere with Tenant's operations. Grantee shall take all possible actions to minimize the impacts to Tenant and Tenant's employees and customers.

4. Nothing herein shall waive, limit, release, compromise or settle in any way or to any extent whatsoever claims, damages, rights and/or remedies available to or vested in Owner against Grantee and/or arising from or related to the conduct of Grantee, all such claims, damages, rights and remedies being expressly and entirely reserved by Owner.

5. The license granted hereunder shall continue until May 21st, 2008.

6. All tools, equipment, and other property taken upon or placed upon the Property by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration or earlier termination of this license.

7. If any action of the Grantee's employees, agents or contractors in the exercise of this right of entry results in damage to the real property including improvements, the Grantee will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage.

8. Upon expiration or earlier termination of the license granted hereunder, the Grantee shall within a reasonable time thereafter peaceably and quietly quit and remove itself from the Property in as good order and condition as received, at Grantee's sole expense, risk and liability.

9. The Grantee agrees to make available to Owner all data, reports and information resulting from the Grantee's survey and exploration hereunder.

10. The Grantee shall cause any contractor having responsibility for work on the Property under the license granted hereunder to maintain in full force and effect comprehensive general liability insurance, to include, without limitation, automobile, contractual, and errors and omissions coverages, in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence limit of liability, and statutorily required worker's compensation insurance coverage. Prior to entering on the Property, the Grantee or the contractor(s) shall deliver to Owner a certificate of insurance confirming (i) the existence of the insurance required hereunder, (ii) that the policy contains the coverages in the

amounts set forth hereinabove, (iii) that the policy of insurance will not be cancelled or materially modified without thirty (30) days prior written notice to Owner, and (iv) that Owner has been named as additional insured.

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IN WITNESS WHEREOF, the parties' authorized agents have executed this Right of Entry.

OWNER

Maureen Kilcoyne, Catherine P. Culleton, administrator of the Estate of Patrick G. Culleton, Theresa Dierix, and Francis C. Silveira

By: Maureen Kilcoyne

GRANTEE

Redevelopment Agency of the City of Fresno

Marlene M. G.
By: May 7, 08

Title: _____

ATTEST

REBECCA E. KLISCH
CITY CLERK/EX OFFICIO AGENCY CLERK

By: Jimmy M. G.
(Deputy) 5/7/08

APPROVED AS TO FORM:

JAMES C. SANCHEZ
CITY ATTORNEY/EX OFFICIO AGENCY ATTORNEY

By: R. Coyle 5-7-08
(Deputy)

Attachment: Property Description/Depiction

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OWNER

Maureen Kilcoyne, Catherine P. Culleton, administrator of the Estate of Patrick G. Culleton, Theresa Dierieux, and Francis C. Silveira

By: _____

Francis Silveira 4/22/08

GRANTEE

Redevelopment Agency of the City of Fresno

By: _____

Maureen Kilcoyne
May 7, 08

Title: _____

ATTEST

REBECCA E. KLISCH
CITY CLERK/EX OFFICIO AGENCY CLERK

By: _____

Jessie Marie Jones
(Deputy) 5/7/08

APPROVED AS TO FORM:

JAMES C. SANCHEZ
CITY ATTORNEY/EX OFFICIO AGENCY ATTORNEY

By: _____

R 5-7-08
(Deputy) Coyle

Attachment: Property Description/Depiction

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OWNER

Maureen Kilcoyne, Catherine P. Culleton, administrator of the Estate of Patrick G. Culleton, Theresa Dierix, and Francis C. Silveira

By: Catherine P. Culleton
April 25th 2008

GRANTEE

Redevelopment Agency of the City of Fresno

Maureen Kilcoyne
By: May 7, 08

Title: _____

ATTEST

REBECCA E. KLISCH
CITY CLERK/EX OFFICIO AGENCY CLERK

By: Joan M. Montejo
(Deputy) 5/7/08

APPROVED AS TO FORM:

JAMES C. SANCHEZ
CITY ATTORNEY/EX OFFICIO AGENCY ATTORNEY

By: R 5-7-08
(Deputy) Coyne

Attachment: Property Description/Depiction

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OWNER

Maureen Kilcoyne, Catherine P. Culleton, administrator of the Estate of Patrick G. Culleton, Theresa Dierix, and Francis C. Silveira

By: Theresa - LCDierix

GRANTEE

Redevelopment Agency of the City of Fresno

Maureen Kilcoyne
By: May 7, 08

Title: _____

ATTEST

REBECCA E. KLISCH
CITY CLERK/EX OFFICIO AGENCY CLERK

By: Jennifer Small Jensen
(Deputy) 517108

APPROVED AS TO FORM:

JAMES C. SANCHEZ
CITY ATTORNEY/EX OFFICIO AGENCY ATTORNEY

By: R. Coyle 5-7-08
(Deputy)

Attachment: Property Description/Depiction