

AGREEMENT/LICENSE FOR ENTRY UPON LAND TO PERFORM GRADING
AND SOILS STABILIZATION WORK

This Agreement is made and entered into this 2nd day of November 2004, by and between the City of Redlands, a municipal corporation ("City"), and Sunset Hills Estates ("Owner"), who together are sometimes referred to herein as the "Parties."

RECITALS

A. Owner is the fee owner of certain real property located in the City of Redlands which is located on Alessandro Road between Creekside Drive and Sunset Hills Drive, Redlands, California (APN 0294-091-50) (the "Property").

B. City desires to obtain the right to enter upon the Property to perform grading and soils stabilization work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Redlands and Sunset Hills Estates agree as follows:

AGREEMENT

1. License. Owner grants to City, its employees and agents a license to enter upon the Property to perform grading and soils stabilization work. City shall provide one (1) day prior notice to Owner as to the specific dates it will enter the Property.

2. Term. The term of this Agreement shall end on December 1, 2004.
3. Authorization. City shall secure all authorizations and permits required to conduct the work and will comply with all applicable federal, state, regional and local laws, ordinances and regulations.
4. Warranty. It is expressly understood and agreed that City enters the Property in its "as is" condition, and that Owner makes no representation, covenant, warranty or promise that the Property is fit for any particular use for which this Agreement was entered into, and City has not relied on any such representation, covenant, warranty or promise.
5. Fee. City shall not be required to pay any compensation, fee or money to Owner for this Agreement or to perform the work.
6. Assignment. This Agreement is for the sole benefit of City and shall not be assigned or transferred. Any attempt to do so may cause this Agreement to be terminated at Owner's discretion.
7. Termination. This Agreement may be terminated immediately at the sole option and discretion of Owner, and City agrees to peaceably surrender its License under this Agreement upon demand by Owner.

8. Indemnity. City shall indemnify and hold harmless Owner, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments which the Owner may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by City of any obligation contained in this Agreement to be observed or performed by City, or any wrongful act or negligence of City or its agents or employees which relates to this Agreement, howsoever arising. City acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

9. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties and supersedes any and all prior oral or written agreements between the Parties hereto relating to the subject matter hereof. No other agreement, statement, or promise made by the Parties or to any employee, officer, or agent of the Parties shall be binding, except a subsequent amendment to this Agreement, in writing, executed by the Parties. All obligations of Owner and City under this Agreement shall be joint and several.

10. Amendment. Any amendment to this Agreement shall be in writing and executed by the Parties.

11. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

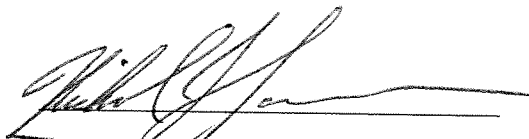
CITY OF REDLANDS


Susan Pepler, Mayor

ATTEST:


Lorrie Poyzer, City Clerk

OWNER


Sunset Hills Estates