

RIGHT-OF-ENTRY AND ENCROACHMENT AGREEMENT

1. Recitals. This agreement relates to real property ("Property") located at _____, and owned by _____ ("Owner.") As a result of the Glenview fire, which occurred on September 9, 2010, numerous homes in the area were demolished and/or rendered uninhabitable. Owner understands that property maintenance continues to be their sole responsibility; however, the City of San Bruno ("City"), in cooperation with Owner, is willing to assist Owner with certain maintenance activities on the Property, when the City deems it necessary for the overall safety of the neighborhood.

2. Right of Entry and Encroachment. Owner hereby permits the City, its officers, employees, agents, contractors and subcontractors, to enter upon the Property for the purpose of maintaining it in accordance with acceptable community standards, which includes cutting weeds and vegetation and performing other maintenance activities as Owner and City shall agree (the "Work"), subject to the terms and conditions set forth in this Agreement. City will provide owners with at least 24 hours written notice of intent to enter.

3. Scope of Work. Owner hereby grants City a Right-of-Entry and Encroachment Agreement ("Agreement") over the Property for the purpose of performing the Work, subject to the terms and conditions set forth in this Agreement. It is fully understood that this Agreement does not create any obligation on the City to perform the Work, or to inspect or test any structures or the Property. **Owner understands that City will undertake no Work, repairs or clean up until this Right-of-Entry and Encroachment Agreement is signed and returned.**

4. Subrogation: Private Insurance Coverage. Owner acknowledges that for consideration received, consisting of the Work on the Property, the City is subrogated to the rights of Owner and Owner transfers and assigns to City the rights of Owner under any policy of insurance which provides coverage for the Work to recover those amounts which represent the cost of the Work directly from the insurance company providing such coverage. This partial assignment is intended to convey to City all of Owner's right, title and interest in the assigned rights under the contract of insurance with full power to collect and bring an action on the assigned portion of the contract of insurance. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to City.

5. No City Assumption of Liability. In consideration of the Work City is providing to Owner under this Agreement at no cost to Owner, City assumes no liability or responsibility, and admits no fault in undertaking the Work, and Owner shall not seek to recover from City or any of its officers, agencies, agents, contractors, attorneys, subcontractors and employees, the costs for any of the Work or for the repair or maintenance of the Property under this Agreement.

6. Release. In consideration for the City undertaking the Work at no cost to Owner and for other good and valuable consideration, receipt of which is hereby acknowledged, Owner does hereby forever release and discharge the City, its officers, agencies, agents, contractors, attorneys, subcontractors, and employees ("Releasees") from any and all actions, causes of action, obligations, costs, damages, losses, claims, liabilities and demands arising out of the Work. The subject matter of

this release and the Work to be performed in no way alters or changes the rights and obligations of the parties as they existed prior to entering into this agreement. The terms and conditions in this release shall remain in effect and govern responsibility for the Work after its completion. Owner recognizes and agrees that the obligation to maintain and/or repair Property continues to be the sole obligation of the Owner of the Property and not the obligation of the City. Specifically, Owner agrees to maintain the Property in compliance with Chapter 5 of the San Bruno Municipal Code at all times.

7. Waiver of Civil Code Section 1542. This is a full and final Release of the City pertaining to any and all claims arising out of the Work. Owner agrees that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, regarding the Work and all rights under Section 1542 of the Civil Code of the State of California relating to the Work are hereby expressly relinquished and waived by Owner. Said section reads as follows:

SECTION 1542, GENERAL RELEASE.

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

8. Binding on Successors. Owner further expressly agrees that this Release shall be binding upon all successors, assigns and shall inure to the benefit of Releasees, and each of them. Owner further represents that any approvals required to be obtained by the Owner have been obtained and that he/she/they are fully authorized to release and discharge Releasees as described herein.

9. Voluntary Release. This Release is freely and voluntarily entered into, and the Owner hereby agrees that this release may be pled as a complete bar to litigation arising from the Work.

10. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement, without the need for any further action, and that the person(s) executing this Agreement on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owner.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Work described herein.

12. Modification. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

13. Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

14. Successors and Assigns. This Agreement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

15. Notices. Any notice required hereunder shall be provided as follows:

For the City:

Name: Constance Jackson
Department: City Manager
Address: 567 El Camino Real
San Bruno, CA 94066
Phone number: (650) 616-7056

For the Owner:

Name: _____
Address: _____
San Bruno, CA 94066
Phone number: _____

IN WITNESS WHEREOF, Owner and City have executed this Agreement effective as of _____, 20__ (date).

CITY: CITY OF SAN BRUNO A municipal corporation By: _____	OWNER: Property Address: _____, San Bruno By: _____ (signature) By: _____ (signature) Phone #1: _____ Email address: _____
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Special Instructions (i.e. gates, locks, major cross streets, and directions contractors will need for site access):