

RIGHT of ENTRY
INDEMNIFICATION AND LICENSE AGREEMENT

THIS AGREEMENT, dated for reference purposes only, on this ___ day of _____, 2010 ("Agreement"), by and between the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter "Licensor"), and the State of California, Air Resources Board, (hereinafter "Licensee").

RECITALS:

1. Licensor is the owner of a certain parcel, or parcels, of real property located at 3111 Gold Nugget Way, Placerville, CA 95667 in the County of El Dorado, State of California ("Property") referenced in Exhibits, A, B & C;
2. Licensee desires to enter the Property to perform the following activities:

Air monitoring and for the temporary placement of air monitoring equipment and a trailer.

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES HERETO, AS FOLLOWS:

1. Grant of License - Licensor hereby grants to Licensee, its employees, consultants, representatives, and contractors a non-exclusive license (hereinafter the "License") to enter upon the Property to conduct the Activities described in the Recitals above. This License shall commence on **August 1, 2010**, and shall end on **July 31, 2013**, unless the parties agree in writing to extend the term of the License.
2. Compliance with Laws - Licensee shall conduct all Activities in compliance with all 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 Activity.
3. Cooperation - Licensee agrees to coordinate its Activities with Licensor to minimize any impairment of access to the Property and any inconvenience to or disruption of Licensor's business on the Property.
4. Indemnity - Licensee agrees that it will, hold harmless and indemnify as "Indemnities" Licensor, its affiliates, agents and employees, from and against any claims, demands, actions, suits, judgments, losses, damages, costs, or expenses incurred as a result of personal injury, bodily injury, or property damage, ("Liabilities") resulting from the

Activities of Licensee, its employees, consultants, representatives or contractors. This indemnity shall not extend to any Liability for any claim arising out of or resulting from the acts, omissions, negligence, or willful misconduct of Indemnities.

5. Insurance - The State of California has elected to be insured for motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management at the Department of General Services, administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 "I" Street, 11th Floor, Sacramento, California 95814. Claims arising from operations of a State-owned vehicle should be forwarded to the Office of Risk Management, Auto Self-Insurance, 707 Third Street, 1st Floor, West Sacramento, California 95605.

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for all State employees, as required by the Labor Code.

6. Rents: - **No Cost Agreement**

7. Notices: All notices required under this License Agreement shall be provided at the following addresses:

LICENSOR:

County of El Dorado
360 Fair Lane
Placerville, CA 95667

Attn: Debra Lane
(530) 621-5933

Copies to:

Pete Feild
2850 Fairlane Court
Placerville, CA 95667
(530) 621-7666

LICENSEE:

State of California
Air Resources Board
1001 I Street
Sacramento, California 95814

Attn: Socorro Watkins

8. Entire Agreement - This Agreement represents the full, complete, and entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed the License Agreement by their duly authorized representatives on the date listed below.

Licensor:
COUNTY OF EL DORADO

Licensee:
AIR RESOURCES BOARD

By: _____

By: _____

Norma Santiago, Chair
Board of Supervisors

Socorro Watkins, Chief
Business Management Branch

Date: _____

Date: _____

ATTEST:
Suzanne Allen De Sanchez, Clerk of the
Board of Supervisors

By: _____

Date: _____

EXHIBIT A

All that certain real property situated in the County of El Dorado, State of California described as follows:

All that portion of Section 13, Township 10 North, Range 10 East, M.D.M. more particularly described as follows:

Beginning at the Northwest corner of the Parcel herein described a point from which the North quarter corner of said Section 13 bears N 41 37'05"W 1546.07 feet distant; thence from said point of beginning S 79 44'53"E 48.18 feet; thence S 10 15'07"W 59.82 feet; thence N 79 44'53"W 48.18 feet; thence N 10 15'07"E 59.82 feet to the point of beginning.

Together with an easement for ingress and egress over an existing road centerline more particularly described as follows:

Beginning at a point from which the North quarter corner of Section 13 bears N 27 52'12"W 1605.03 feet distant; thence from said point of beginning S 50 16'06"E 18.72 feet; thence S 82 16'43"E 18.29 feet; thence N 55 04'51"E 27.83 feet; thence N 31 51'21"E 66.10 feet; thence N 47 25'58"E 142.34 feet; thence N 32 24'11"E 39.49 feet; thence N 26 40'14"E 58.49 feet; thence S 79 44'53"E 29.55 feet to the terminus of said easement.

EXHIBIT "B"

CENTRAL GOVERNMENT COMPLEX



