

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 RIGHT OF ENTRY PERMIT

2 **32751**

3 THIS RIGHT OF ENTRY PERMIT is executed, pursuant to a minute order
4 of the City Council of the City of Long Beach at its meeting on August 14, 2012 by
5 and between the CITY OF LONG BEACH, a municipal corporation ("City") and the
6 MOLINA MEDICAL CENTERS, a California corporation ("Permittor").

7 1. Access. Permittor grants to City, its contractors, agents, lessees
8 and employees (collectively, the "City Parties") a nonexclusive right to enter the
9 Permittor's property described in Exhibit "A" attached to this Permit and incorporated by
10 reference ("Permittor's Property") for the purpose of expanding City's Community
11 Garden, commonly known as Mary Molina Community Garden, located at 1640 West 20th
12 Street. Permittor acknowledges that the permission granted by this Permit may include
13 placing, using and leaving equipment and materials provided the placement of equipment
14 and materials shall first be approved by the Permittor. City shall use its best efforts to
15 limit entry of City Parties on Permittor's property to the extent necessary to meet the
16 purposes stated in this Permit.

17 2. Time of Use. City shall enter Permittor's Property in accordance with
18 this Permit during normal business hours.

19 3. Duration of Permit.

20 A. Permission to enter shall begin on July 1, 2012 and shall end on
21 April 30, 2014, unless sooner terminated as provided in this Permit, unless the
22 services to be performed hereunder or the project are completed sooner.

23 B. Within fifteen (15) days after expiration or revocation of this Permit,
24 City shall cease entry and shall cause all City Parties to cease entry on the
25 Permittor's Property, shall remove all equipment, supplies, and personal property
26 and shall leave Permittor's Property in a clean, neat and safe condition. Any
27 supplies, equipment, and personal property which are not removed within the
28 fifteen (15) day period shall become the property of Permittor without payment by

1 or liability of any kind on the part of Permittor.

2 4. Plans. Permittor shall have the right to review and approve all final
3 construction documents as a party to this Agreement.

4 5. Indemnification. City shall indemnify, defend and hold Permittor, its
5 officers and employees harmless from all liability, loss, damage, claims, demands,
6 penalties, fines, proceedings, causes of action, taxes, assessments, costs, and expenses
7 arising from the right to enter granted by this Permit and the activities of City on the
8 Permittor's Property under this Permit. This indemnity shall survive the expiration or
9 revocation of this Permit.

10 6. Non-Responsibility of Permittor. Permittor, its officers and
11 employees shall not be responsible or liable for loss or damage by theft, fire, flood,
12 burglary, vandalism or any other cause to the supplies, equipment or other personal
13 property of City in or on the Permittor's Property, except to the extent caused by the
14 gross negligence of the Permittor, its officers or employees. By executing this Permit and
15 in consideration for being allowed entry to the Permittor's Property, City waives all claims
16 against the Permittor, its officers or employees for such loss or damage.

17 7. No Title. Permittor and City acknowledge and agree that, by this
18 Permit, City does not acquire any right, title or interest of any kind in the Permittor's
19 Property, including but not limited to any leasehold interest. City shall not allow
20 Permittor's Property to be used by anyone other than City or City's Parties or for any
21 other purpose than stated in this Permit.

22 8. No Assignment. City shall not assign this Permit or the permission
23 granted by this Permit. Neither this Permit nor any interest in it shall be subject to
24 transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
25 receivership. Any attempted assignment or other transfer that is not approved by
26 Permittor shall be void and confer no right of entry on the purported assignee or
27 transferee.

28 ///

1 9. Condition After Entry. Following termination of City's Right of Entry
2 on the Permitter's Property, City shall return the Permitter's Property in as good condition
3 or better condition as the Permitter's Property was in prior to such entry, reasonable wear
4 and tear excepted.

5 10. Notice. Any notice or approval given under this Permit shall be in
6 writing and personally delivered or deposited in the U.S. Postal Service, registered or
7 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and
8 Marine at 2760 Studebaker Road, Long Beach, CA 90815 Attn: Planning and
9 Development Bureau and to MOLINA MEDICAL CENTERS 200 Oceangate, Suite 100,
10 Long Beach, CA 90802, Attn: Facilities Department. Notice shall be deemed given on
11 the date personal delivery is made or on the date shown on the return receipt, whichever
12 first occurs.

13 11. Consideration. This Permit is granted in consideration for City's
14 maintenance Mary Molina Community Garden at no cost to Permitter.

15 12. Improvements. Neither City nor City Parties shall install, construct,
16 erect or maintain any structure or improvements on the Permitter's Property except as
17 described in this Permit. At the expiration or revocation of this Permit, all improvements
18 to Permitter's Property made pursuant to this Permit shall become the sole property of
19 the Permitter, at no charge.

20 13. No Limitations on Permitter. The Permit shall not limit the Permitter's
21 right or power to construct, erect, build, demolish, move or otherwise modify any
22 structures, buildings, landscaping or any other type of improvement on, over, in, or under
23 Permitter's Property.

24 14. No Release. The expiration or revocation of this Permit shall not
25 release either party from any liability or obligation, which accrued prior to such expiration
26 or revocation.

27 15. Miscellaneous.

28 A. This Permit shall be governed by and construed in accordance with

1 the laws of the State of California.

2 B. If any part of this Permit shall be held by a court of competent
3 jurisdiction to be invalid, void or unenforceable, then the remainder of the Permit
4 shall remain in full force and effect and shall not be affected, impaired or
5 invalidated.

6 C. This Permit may only be amended by a written agreement, signed
7 by the City and Permitter.

8 D. This Permit contains the entire understanding of the City and
9 Permitter and supersedes all other agreements, oral or written, with respect to the
10 subject matter of this Permit.

11 E. On the expiration or revocation of this Permit, City agrees to and
12 shall execute such documents, in recordable form if so requested, as the Permitter
13 deems reasonably necessary to end the Permit and remove the Permit as an
14 encumbrance on Permitter's Property.

15 F. This Permit is not intended or entered for the purpose of creating
16 any benefit or right for any person or entity that is not a signatory or a City Party.


17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

MOLINA MEDICAL CENTERS, a
California corporation

June 18, 2012

By 
President
Salvador Gutierrez
Associate VP, Facilities
Type or Print Name

_____, 2012


By _____
Secretary

Type or Print Name

"Permittor"

CITY OF LONG BEACH, a municipal
corporation

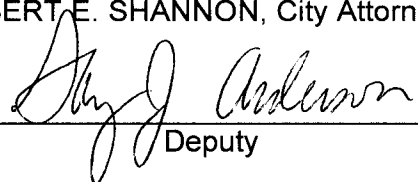
9/11, 2012

By 
City Manager

"City"

This Right of Entry Permit is approved as to form on 8/8, 2012.

ROBERT E. SHANNON, City Attorney

By 
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"

Description of Site

The easternmost 8 feet of Lot 4 in Block A of the Lucerne Tract also known as Assessor Parcel Numbers 7431-019-022 and 023 (see attached depiction).

**MARY MOLINA
COMMUNITY GARDEN**

SITE →



**MOLINA MEDICAL
CENTERS**

N ←

SANTA FE AVE.

