

**LICENSE AND RIGHT OF ENTRY AGREEMENT
3876 N. BLACKSTONE AVENUE, FRESNO, CALIFORNIA 93726
APN 436-260-22**

This License and Right of Entry Agreement (Right of Entry or Agreement) is entered into by and between the CITY OF FRESNO, a California municipal corporation (City) and RHCB Development LP, a California limited partnership (RHCB).

RECITALS

A. City is the owner of Real Property identified as Assessor's Parcel Number 436-260-22, situated at 3876 N. Blackstone Avenue, Fresno, California 93726, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances including any permits and easements, more particularly described in Exhibit A, and depicted on Exhibit B, attached hereto, and incorporated herein by reference (Subject Property).

B. RHCB will be rehabilitating the Subject Property to facilitate an Affordable Housing Project.

C. RHCB desires to obtain City's permission to enter on, over, and through the Subject Property to complete the aforementioned rehabilitation of the Subject Property.

D. RHCB acknowledges that this Right of Entry Agreement is a temporary measure to allow RHCB, its agents, employees, and contractors access the Subject property to facilitate construction and rehabilitation work.

NOW, THEREFORE, the City and RHCB do hereby agree as follows:

AGREEMENT

1. Recitals. All of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein.

2. Right of Entry. The City hereby grants to RHCB, its agents, employees, and contractors (including subcontractors and materialmen) (collectively, "Construction Parties") the right to enter on, over, and through the entirety of the Subject Property for the purpose of construction and rehabilitation work, and any other services provided by RHCB in that certain Repair Services Agreement by and between RHCB and City, dated as of April __, 2024 ("Repair Services Agreement").

3. Effective Date. The Effective Date of this Agreement shall be upon its duly authorized execution by City and RHCB.

4. Term. The term of this Right of Entry shall commence on the Effective Date and end automatically upon the completion of the aforementioned construction rehabilitation work, but in no event exceed two years from the Effective Date. Prior to the commencement of work, the City and RHCB will meet for a pre-work safety meeting.

5. Indemnification and Insurance. To the furthest extent allowed by law, including California Civil Code section 2782, RHCB shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property

damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. RHCBS obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, RHCBS, whenever there is any causal connection between the RHCBS performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, RHCBS expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by RHCBS expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to RHCBS as reasonably determined by CITY.

Upon the tender by CITY to RHCBS, RHCBS shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by RHCBS that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and RHCBS fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and RHCBS shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance RHCBS may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If RHCBS should subcontract all or any portion of the work to be performed under this Contract, RHCBS shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance

with the terms as set forth above.

Insurance Requirements

(a) Throughout the life of this Agreement, RCHB shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, RCHB or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve RCHB of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by RCHB shall not be deemed to release or diminish the liability of RCHB, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by RCHB. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of RCHB, vendors, suppliers, invitees, contractors, subcontractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

RCHB shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. **BUILDERS RISK (Course of Construction)** insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)

5. **CONTRACTORS' POLLUTION LEGAL LIABILITY** with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by RCHB pursuant to the Agreement.

UMBRELLA OR EXCESS INSURANCE

In the event RCHB purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

RCHB shall be responsible for payment of any deductibles contained in any insurance

policy(ies) required herein and RCHB shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to City, except ten (10) days for nonpayment of premium. RCHB is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, RCHB shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, RCHB shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.

(ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the RCHB insurance shall be primary to and require no contribution from the City. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) If RCHB maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by RCHB.

(vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

(viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.

PROVIDING OF DOCUMENTS

RCHB shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, RCHB shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall

survive expiration or termination of this Agreement. All subcontractors working under the direction of RCHB shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If RCHB subcontracts any or all of the work to be performed under this Agreement, RCHB will be solely responsible for ensuring that its subcontractors meet all of the insurance requirements required herein.

6. Liens. RCHB shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics, material men's, contractors', or subcontractors' liens with regard to RCHB actions upon the Property. RCHB agrees to hold the City harmless for any loss or expense, including reasonable attorney's fees and costs arising from any such liens, which might be filed against the Property.

7. Compliance with Laws/Permits. RCHB shall, in all activities undertaken pursuant to this Right of Entry, comply and cause its contractors, agents, and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, RCHB at its sole cost and expense shall obtain any and all permits which may be required by any law, regulation, or ordinance for any activities RCHB desires to conduct or have conducted pursuant to this Right of Entry.

8. Inspection. The City and its representatives, employees, agents, or independent contractors may enter and inspect the Property or any portion there at any time and from time to time at reasonable times to verify RCHB's compliance with the terms and conditions of this Right of Entry.

9. Restoration of Property. Upon termination of this Right of Entry for any reason, RCHB, at its sole expense, shall vacate and surrender the Subject Property and remove all of its property in or upon the Subject Property.

10. Not Real Property Interest. It is expressly understood that this Right of Entry does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Subject Property to RCHB. This Right of Entry is not exclusive, and the City specifically reserves the right to grant other rights of entry within the vicinity of the Property.

11. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

12. Revocable Licenses and Termination. Notwithstanding any improvements made by RCHB to the Property or any sums expended by RCHB in furtherance of this Right of Entry, the right of entry granted herein is revocable and may be terminated by the City in accordance with the terms of this Agreement. This Right of Entry may be terminated at any time prior to the commencement of the Project by either party upon one (1) business day's prior notice in writing to be served upon the other party. The termination of this Agreement shall cause a termination of the Repair Services Agreement.

13. No Assignment. This Right of Entry is personal to RCHB and shall not be assigned. Any attempt to assign this Right of Entry shall automatically terminate it. No

legal title or leasehold interest in the Property is created or vested in RCHB by the grant of this Right of Entry.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile or email, and followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth below or at such other address as the parties may from time to time designate by written notice: City [Philip Skei, Assistant Director, Planning and Development]; RCHB [Julian Estrada, Project Manager, 559-365-8752];. Notice served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding however, any conflicts of laws rule which would apply the law of another jurisdiction. Venue for purposes of filing any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

16. Entire Agreement. Each of the Exhibits referred to in this Agreement is incorporated into and made a part of this Agreement. This Agreement constitutes the entire agreement between City and RCHB relating to the Right of Entry. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force and effect. Any amendment shall be of no force and effect unless it is in writing and signed by the City and RCHB.

17. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability, of any provision in this Agreement will not affect the other provisions.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

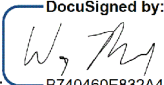
[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

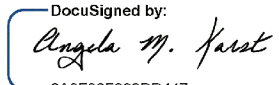
RHCB DEVELOPMENT LP, a California
limited partnership

By: _____
Georgeanne A. White Date
City Manager

By:  _____
B740460E832A4D5...
Name: wayne rutledge

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Chief Executive Officer
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

By:  4/5/2024
0A8F88F889DD447...
Angela M. Karst Date
Senior Deputy City Attorney

By: _____
Name: _____
Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

Exhibit A – Property Description
Exhibit B – Assessor's Parcel Map

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel B of Parcel Map No. 74-18, recorded April 30, 1974 in Book 12, Page 70 of Parcel Maps, records of said County.

APN: 436-260-22

EXHIBIT "B"
ASSESSOR'S PARCEL MAP

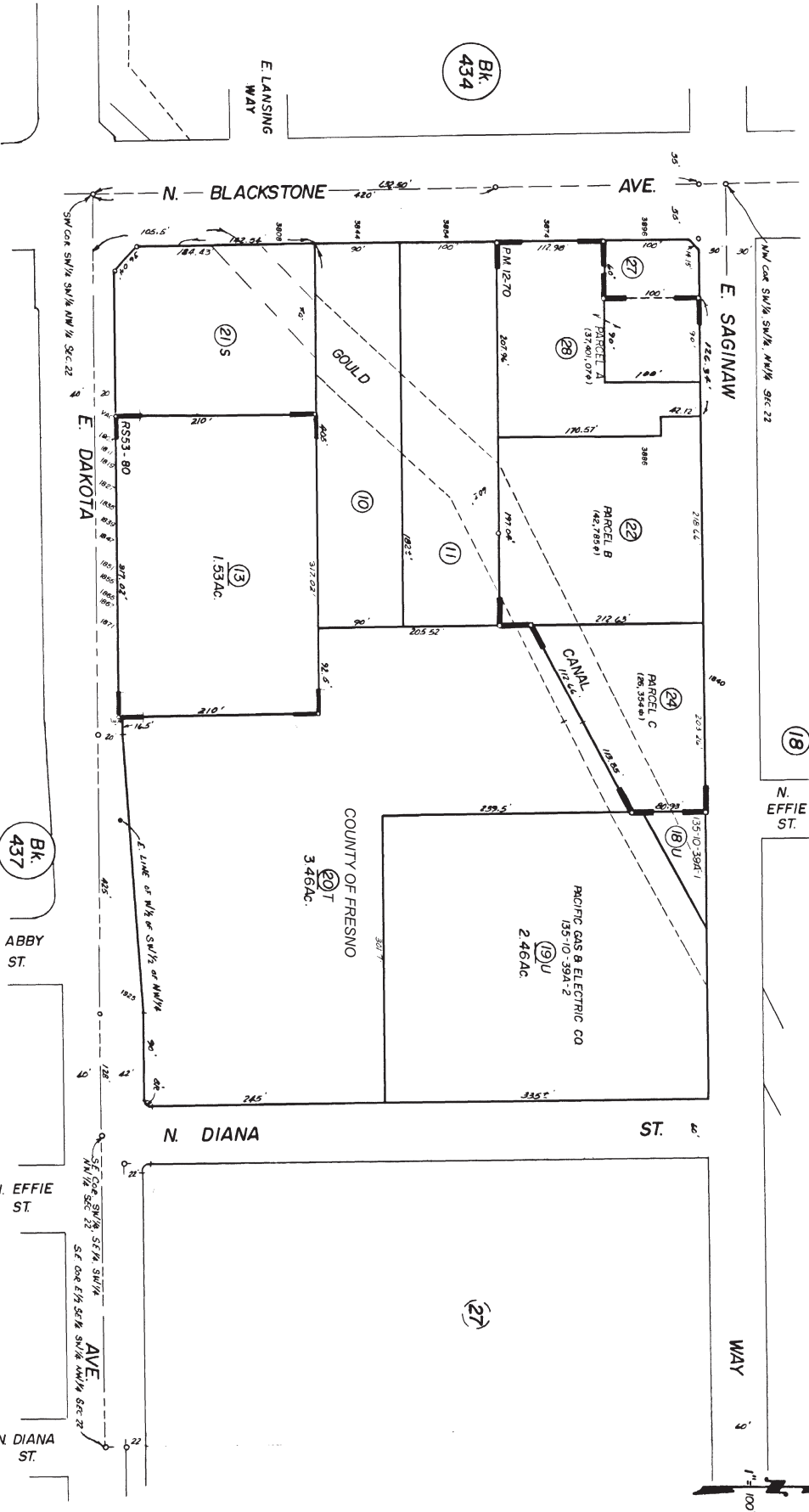
--- NOTE ---
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.

POR. SEC. 22, T.13S., R.20E. M.D.B. 8 M.

Tax Rate Area

5 - 308
5 - 329

436-26



Parcel Map No. 74-18 - Bk. 12, Pg. 70
Record of Survey - Bk. 53, Pg. 80

H 11-07-2017 SAL 18R

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 436 - Pg. 26
County of Fresno, Calif.