

State of California Department of Transportation
Permit to Enter and Construct

<u>04</u>	<u>MRN</u>	<u>1</u>	<u>15.95-16.35</u>
Dist	Co	Rte	Post
<u>6773-1.-2.-3</u>			<u>00 0000 0449</u>
Parcel			Project ID

Date: _____

Mr. James E Davis
District of Director of Transportation
State of California
Department of Transportation
P.O. Box 23440, MS-11
Oakland, CA 94623-0440

Permission is hereby granted the State, or its authorized agent, to enter upon the property, shown as parcel 63773-1,-2,-3 on the attached map attached as Exhibit "A", for purposes of surveying, inspecting, encroaching and ~~constructing _____ for restoration of the~~ removing debris and material from roadside ditches, culverts, channels and drainage pipe.

This permission is granted in consideration of the benefits which may ~~accrue to the~~ property accrue from the safety improvement associated with the proposed project.

This permission shall terminate upon completion of the project known as "Bollinas Lagoon Roadside Drainage Maintenance". State shall provide notification of completion of construction to Veronica Pearson at vpearson@marincounty.org. The project as proposed is shown in Exhibit "B" attached hereto and by reference made a part hereof. Grantor has reviewed said plans and finds the alignment and location of State's proposed facilities acceptable as designed and conditioned.

State agrees to comply with the conditions as specified in Exhibit "C", attached hereto and made a part hereof.

~~Grantor understands and agrees that after completion of the aforementioned work, said facility(ies) will be considered as our sole property and Grantor~~ The Grantee will be responsible for its all future maintenance and repair of all drainage channels. Any future maintenance by State will require a new Permit to Enter and Construct or appropriate real estate document.

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

The undersigned represents and warrants that it is the owner in fee simple of the property affected by this permit and that it has the exclusive right to grant this Permit.

State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. ~~Sate~~ State further agrees to assume responsibly for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair ~~of~~ or pay for such damages.

Attachment #6