

County Project: COVID-19 Testing
Santa Barbara County Public Health Department
APN: 091-110-004

TEMPORARY RIGHT OF ENTRY AGREEMENT
(NOT FOR RECORDATION)

CITY OF LOMPOC, a municipal corporation (“OWNER”), is the owner of that real property in the City of Lompoc, County of Santa Barbara, commonly known as Ryon Memorial Park, located at 800 W. Ocean Avenue (APN 091-110-004), as depicted in Exhibit A (herein the “Property”). OWNER, on behalf of itself, its successors and assigns,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its authorized agents, contractors, officers and employees (hereinafter referred to as “COUNTY”), a right of entry, including the right to enter, store materials and equipment, and move workers, equipment, and materials over, within and upon the Property in accordance with the terms and conditions of this Agreement.

This Temporary Right of Entry Agreement (“TROE”) shall cover the Property, and shall be for the sole purpose of providing COVID-19 testing through a mobile testing unit and for such other purposes as may be incidental to such activities at locations on the Property designated by OWNER (“Project”). This TROE shall be subject to the following provisions, requirements, and restrictions:

1. As a consideration to the granting of this TROE, the COUNTY shall provide COVID-19 testing and portable restroom services at COUNTY’s sole cost.
2. This TROE shall be for a period of two (2) weeks and will commence upon execution by OWNER or COUNTY, whichever is later. In the event that testing is not completed within said two (2) week period, OWNER and COUNTY may extend the term of this TROE by mutual agreement to facilitate completion of the COVID-19 testing.
3. OWNER agrees to keep the Property free of personnel, materials or objects that may obstruct the Project during the term of this TROE.
4. COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY's entry thereon.
5. OWNER shall not be responsible or liable for loss or damage to COUNTY's property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is a result, in part or wholly, of the OWNER’s negligence or other wrongful act.
6. To the full extent permitted by law, COUNTY will indemnify, defend, and hold harmless OWNER and each of its officers, employees and agents from and against any and all losses, damages,

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liabilities, claims, death, injuries or costs, including court costs and reasonable attorneys' fees (collectively, "claims and damages") caused by any act or omission of COUNTY or any of its officers, employees, agents or subcontractors related to this Agreement or the use of the Property, except to the extent such claims and damages are caused by OWNER's negligence or wrongful acts.

7. Signatories for OWNER do hereby certify that OWNER is the sole owner of the Property and that no additional signatures are required to grant the interest and perform the obligations specified herein.

OWNER:
DocuSigned by:
Jim Throop
12D8EE956076444...
Signature

COUNTY:
DocuSigned by:
Janette D. Pell
1FBA9BD673A445F...
Signature

James Throop/City Manager of City of Lompoc
Print Name/Title

Janette Pell/General Services Director
Print Name/Title

c/o City of Lompoc
100 Civic Center Plaza
Address

105 E. Anapamu St.
Address

Lompoc, CA 93436
City, State, Zip

Santa Barbara, CA 93101
City, State, Zip

1/27/2021 | 2:00 PM PST
Date

1/27/2021 | 11:20 AM PST
Date

EXHIBIT A

ASSESSOR PARCEL NUMBER 090-110-004

