

AGREEMENT AND RIGHT TO ENTER

THIS AGREEMENT made this 5th day of April, 1973, by and between MORRISON HOMES CORPORATION, a corporation, hereinafter called Owner, and the CITY OF PLEASANTON, hereinafter called City.

WITNESSETH that the parties for the consideration herein-after expressed do covenant and agree as follows:

1. Owner hereby authorizes City to enter upon, to landscape and to emplace temporary, removable improvements on the real property described as Valley Trails School Site (941-903-57) for park and recreational purposes.

2. Either party shall have at any time the right to terminate the right of entry, in whole, or as to any portion or portions of the subject property, after having given the other written notice at least ninety (90) days in advance of the effective date of cancellation.

3. Notices which either party may give to the other shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, addressed as follows: to Owner - Morrison Homes Corporation, 470 - 27th Street, Suite 310, Oakland, California 94612; to City - City of Pleasanton, 603 Main Street, Pleasanton,

California 94566, Attention: Gary Patton.

Notice may be given by personal service. The address to which notices shall be mailed may be changed by written notice.

4. City hereby agrees commencing on the date hereof and continuing until termination of the right of entry to observe

and perform the following conditions and covenants:

a. City will not suffer, commit or permit any nuisance to occur or exist on the subject property.

b. City will properly maintain the subject property, including any landscaping and temporary improvements caused or permitted by City and at the termination of the right of entry will surrender the subject property to Owner in as good condition as it now is, reasonable use and wear and damage by the elements excepted. Upon termination, (a) City shall remove temporary improvements placed upon the subject property; (b) Owner shall have no duty of compensation for landscaping or other improvements made to the property.

c. City will pay and discharge all bills for labor and materials furnished after the date hereof at City's instance and request or with its permission or acquiescence for use upon said premises, and shall be solely liable for all injury to or death of persons or damage to property occurring in, on or about the subject property after the date hereof until termination of the right of entry; and in this respect City agrees to indemnify Owner against and to hold it harmless from liability for any and all claims, demands and causes of action arising subsequent to the date hereof and prior to the termination of the right of entry that may be made or brought against Owner, arising out of, due to or in any way connected with any claim or liens for labor or materials or for injury to or death of persons or damage to property in, on or about the subject property.

4. Neither the execution hereof nor the exercise of the privileges herein granted City or by the public shall constitute a dedication of the subject property to public use.

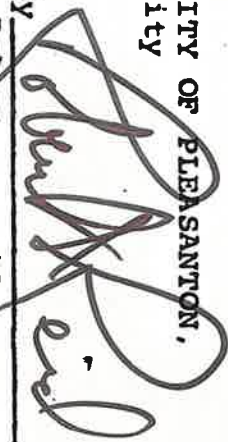
5. City will consult and cooperate with Valley Trails Home Owner's Association with respect to the installation and maintenance of landscaping and temporary recreational facilities.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

MORRISON HOMES CORPORATION
Owner

By 
Dudley W. Frost, Jr.
Its Senior Vice President

CITY OF PLEASANTON,
City

By 
Robert I. Reid, Mayor

APPROVED AS TO FORM


WILLIAM A. HIRST, City Attorney

Date 4/16/73