

**RIGHT OF ENTRY AND TESTING AGREEMENT**  
**(Access to non-city owned land)**

This Right of Entry and Testing Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") between the Ravenswood City School District, ("Owner"), and the City of Menlo Park, a municipal corporation ("City").

Whereas City desires to enter upon Owner's Property located at 320 Sheridan Drive, Menlo Park, APN 055-303-110 ("Property") for the purpose of installing a groundwater monitoring well; and

Whereas as an accommodation to City, Owner is willing to grant permission to City, its employees, agents or contractors to enter onto the Property in order to drill monitoring wells under the terms and conditions stated herein.

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Right of Entry and Permitted Activity. Owner grants to City, its contractors, agents, employees, a right of entry and license to enter upon the Property solely to locate, drill, and install a monitoring well to determine seasonal groundwater levels ("Permitted Activity"). Permitted Activity shall also include any maintenance of the monitoring well and abandonment of the well after the end of the monitoring period. City's entry rights hereunder are specifically limited to the Permitted Activity and shall not include any other activities or entry onto any of the Property not used to engage in the Permitted Activity.
2. Well Location. The City will work with the Owner to identify a mutually suitable well location on the Property. A proposed location is identified on Exhibit A.
3. Notice. Before entering onto the Property, the City shall provide Owner at least 10 days' notice of the date and time of entry. If the Owner objects to the time of entry, the parties shall meet and confer to find another mutually convenient time. For purposes of this Agreement, notices shall be deemed to have been delivered two (2) days following deposit in the United States mail, postage prepaid, addressed or upon receipt of email to each Party at the following address or such other address as is provided by such party in writing:

To Owner:  
Ravenswood City School District  
Attn: Gina Sudaria, Superintendent  
2120 Euclid Ave.  
East Palo Alto, CA 94303  
gsudaria@ravenswoodschools.org

To City:  
City of Menlo Park  
Attn: Chris Lamm, Assistant Public Works Director  
701 Laurel St.  
Menlo Park, CA 94025  
ctlamm@menlopark.org

4. Due Care. City agrees to exercise due care in the performance of the Permitted Activity on the Property.
5. Indemnity. City shall indemnify and hold harmless Owner from all claims, actions, damages, liability and expense, including without limitation attorney's fees and costs, in connection with personal injury or property damage arising out of the authorized or unauthorized acts or omissions of City, its employees, agents or contractors upon the Property including without limitation the Permitted Activity. This indemnification obligation shall survive the expiration or termination of this Agreement.
6. Term. The term of this Agreement shall be for eighteen months from the Effective Date or until the completion of the Permitted Activity, whichever is earlier.
7. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**OWNER:**

**CITY OF MENLO PARK:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Approved as to Form:

\_\_\_\_\_  
Cara E. Silver  
Interim City Attorney



# City of Menlo Park



## Legend

- Public Facilities
- School Names
- Park Names
- SF Bay and Wetlands
- Creek Names
- Street Names Large Scale

- City Limits
- Parcels

School property

Possible monitoring well location on school property

1: 1,000



166.7 0 83.33 166.7 Feet

NAD\_1983\_StatePlane\_California\_III\_FIPS\_0403\_Feet  
City of Menlo Park, Information Services

This map is for reference purposes only. The City of Menlo Park, its staff or consultants is not responsible for errors or omissions, or misuse of the information contained herein.

EXHIBIT A  
320 Sheridan Drive  
APN 055-303-110