

RIGHT OF ENTRY AND EASEMENT AGREEMENT

(For Sewer Connection Design and Construction Work on Private Property)

THIS RIGHT OF ENTRY AND EASEMENT AGREEMENT (the "Agreement") is made and entered into on 9/24/2024 (date of signing) by and between Susan Gonzalez, Juan Smith

(your name(s)) ("Owner") and the Elsinore Valley Municipal Water District ("District") to allow District, working in cooperation with the State Water Resources Control Board, the Riverside County Department of Environmental Health and each of their representatives and contractors, to enter upon Owner's property, commonly identified by Assessor's Parcel Number (APN)

987654321 and by Street Address as, 525 Lake St

Lake Elsinore

California, 92530 ("Premises"), described more fully on **Exhibit A** upon the following terms and conditions:

1. **Grant of Construction Easement.** Owner hereby grants and permits District, the State Water Resources Control Board, the Riverside County Department of Environmental Health and each of their representatives and contractors a temporary construction easement ("Construction Easement") onto, over, in, and under the Premises for the purpose of completing tasks necessary to design, construct, and install the sewer system, including but not limited to inspecting the Premises, testing materials on the Premises, preparing the Premises, installing sewer laterals between the sewer collection system and dwelling, installing a grinder pump system (if required), disconnection of existing septic tank, electrical panel work, and septic destruction (collectively, the "Work"), subject to the terms and conditions set forth in this Agreement. This Work is part of a larger sewer installation project within the Elsinore Valley Municipal Water District consisting of approximately 741 individual installations, and related work on the Premises ("Project"). The Construction Easement shall commence on the date the Agreement is fully executed and shall expire at the end of December 31, 2030.
2. **Grant of Repair Easement.** Owner hereby grants and permits District and its representatives and contractors a temporary easement in connection with the performance of necessary repairs pursuant to the Warranty described in Section 18 of this Agreement ("Repair Easement") onto, over, in, and under the Premises, a maximum of four (4) feet in width, from the street right of way and terminating at the in-home connection for the purpose of completing tasks necessary to perform repairs to the sewer system, including but not limited to inspecting and repairing sewer laterals between the sewer collection system and dwelling, and inspecting and repairing a grinder pump system and related components (if installed as part of the Work), subject to the terms and conditions set forth in this Agreement ("Repairs"). The Repair Easement shall commence on the date the Agreement is fully executed and will expire one (1) year after the District's recordation of the Notice of Completion for the Project, regardless of when the Project is completed. The Easement will be described on **Exhibit B**, and once construction is completed, the final Easement location shall be depicted on such Exhibit B and the amendment to Exhibit B recorded.
3. **Grant of Right-of-Entry.** In consideration of the free Work being provided under this Agreement, should District, the State Water Resources Control Board, the Riverside County Department of Environmental Health, the State Auditor, or any of their representatives or contractors, wish to gain access to the Premises after the Work is complete, such access shall be promptly provided by the Owner at no cost to the District or State of California, upon receipt of reasonable notice and at a time that is convenient for Owner, for the limited purpose of audit, inspection, or other activities required by the funding source for the Work on the Premises ("Right of Entry"). The Right of Entry shall commence on the date the Agreement is

- fully executed and shall expire at the end of the useful life of the facilities installed on the Owner's property.
4. Notice of Work: Printed notices will be hand delivered to all the Premises located within the Project (the "Notice"). The Notice which will contain a general description of the work, dates work will be performed, description of areas where travel and parking will be restricted, and names of the streets which will be closed to through traffic or where traffic will be restricted.
 5. Clearance of Premises by Owner: Within 10 days after District provides Notice to the Owner, Owner shall, at Owner's sole cost and expense, remove from the portion of the Premises where Work or Repairs (if applicable) is to be conducted, all materials, personal property or anything else the District's Contract deems an obstruction to complete the permitted Work.
 6. Location of Lateral: District shall have the sole and absolute discretion to locate and connect the Owner's Lateral to the point of connection on the Premises.
 7. Responsibility After Connection to the Sewer System is Complete: Owner understands and agrees that Owner shall own (as of the date the Work is completed), operate and maintain the components of the sewer system that are installed on the Premises as part of the Work, including the sewer lateral(s) from the point of connection to the main sewer pipeline in the street. Should the Work include providing to or installing on the Premises a grinder pump system for any reason, the owner will be responsible for the operation, ongoing maintenance, repair and ultimate replacement(s) of the grinder pump system and any component connected thereto, including all related electrical improvements, and all costs associated with those responsibilities. Upon completion of the Work, the lateral and grinder pump system with all components (if installed) shall be the property of Owner.
 8. Payment of Sewer Charges: Owner understands and agrees that once the sewer lateral is placed in service, Owner shall be responsible for paying District sewer charges, as set and updated by the District Board of Directors.
 9. Permit. Owner authorizes District and contractor(s) or any of their representatives, to prepare and submit any necessary County of Riverside permit necessary for the Work.
 10. Owner Obligations- Audits. Funding for the Work, including the extension of sewer service to Premises, is subject to audit. The District, or contractor(s) or their representatives, may furnish any documentation in their possession related to the Work or the Premises to auditors when required to do so. The Owner shall cooperate with District and produce documents requested by District related to Work on the Premises for purposes of the audit within 10 calendar days of any such request.
 11. Term. The term of this Agreement shall commence on the date the Agreement is fully executed and, per the State of California grant requirements, will expire at the later of (1) the expiration of the Right of Entry, as set forth in Section 3 above, or (2) at the conclusion of the records retention date established in the grant agreement, but in any event the term shall not exceed 50 years.
 12. Release. Owner releases, discharges and waives any and all claims in law or equity, for loss, damage, expense, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, which Owner could assert arising out of or in any way connected to actions arising out of this Agreement, against District, or contractor(s) of either the District or the State of California, or the State of California, including each of their agencies and departments and political subdivisions, and any of the officers, agencies, agents, contractors, subcontractors, employees, and volunteer of those entities, except to the extent such claims arise as a result of gross negligence or recklessness.

13. State of California is Held Harmless. As to any Work or any activity funded wholly or in part with State funds, Owner shall indemnify and hold harmless the State of California, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Agreement, unless such Claims arise from the fault of the State of California, District, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers. The State Water Resources Control Board and Riverside County Department of Environmental Health and its related agencies are third party beneficiaries to this Agreement.
14. District, and Contractor(s) are Held Harmless. As to any Work or activity conducted by District pursuant to this Agreement, Owner shall indemnify and hold harmless District and the State of California, including any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all Claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, property damage, charges or costs of any kind or character, including attorneys' fees and court costs, in law, equity or administrative claims which arise out of or are in any way connected to actions arising out of this Agreement (collectively referred to as "Claims") unless such Claims arise solely from the fault of the State of California, District, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers.
15. Notice of Hazards. Owner shall make Owner's best efforts to provide information to District about any known sewer lines, utilities, septic tanks, underground storage tanks, and water lines, or any other underground facilities and any electrical panels located on the Premises.
16. Reasonable Skill and Care. As a condition of the Construction Easement, Repair Easement, and Right of Entry, District warrants and agrees that it and any of its officers, agencies, agents, contractors, subcontractors, employees, and volunteers shall exercise good faith and act with reasonable skill and care in carrying out the acts authorized by the Agreement.
17. No Assumption of Liability for Damage to Premises. In consideration of the assistance provided to Owner under this Agreement at no cost to Owner, and subject to the obligation to exercise good faith and act with reasonable skill and care, the State of California, the Riverside County Department of Environmental Health, and District, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, assume no liability or responsibility pertaining to tasks necessary to design and construct the sewer system, including but not limited to testing materials on the Premises, preparing the Premises, installing sewer connection between water meter and dwelling, electrical panel work, installation of grinder pump system on property (if required), installing sewer laterals between the sewer collection system and dwelling, disconnection of existing septic tank, and septic abandonment and destruction in compliance with State and County standards, and Owner shall not seek to recover from District, Contractor(s), or the State of California or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of remediating any damages to the Premises incurred as a result of acts or omissions taken pursuant to this Agreement, except to the extent the acts or omissions involve a lack of good faith or reasonable skill and care. After Work on the Premises is completed, District agrees to

restore all disturbed or damaged improvements which results from the Work as reflected in information collected by District before construction. District will not pay for any betterment of any damaged or destroyed improvements on the Premises.

18. One Year Warranty. Owner understands and agrees that the Work on the Premises shall be subject to a one-year limited warranty, including installation of the sewer lateral, the grinder pump system (if required) and other related Work on the Premises.
19. Agents of District. Any person, firm, corporation or other entity authorized by District to work upon the Premises pursuant to this Agreement shall be deemed to be an agent of District and shall be subject to all applicable terms of this Agreement.
20. Construction Easement, Repair Easement and Right of Entry Run with the Land; Recordation. The provisions of this Agreement shall run with the land comprising the Premises and inure to the benefit of and be binding on all parties having or acquiring any right, title, or interest in the Premises, or any part thereof, and their heirs, successors and assigns without the need for any additional agreements or action. District may record a memorandum noticing this Agreement in the official records of the County of Riverside at District's sole cost and expense.
21. Authority. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Agreement. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Owner are the duly designated agents of Owner and are authorized to do so. To the extent are owned in part or in full by a trust or other legal entity, authorized representatives of such trust or legal entity shall be required to sign this form before Work can proceed. Owner also agrees to notify any tenants or other non-owners that occupy the Premises that the Work is to be performed on the Premises and that District is authorized to conduct such Work without any interference from tenants or other occupants.

Owner expressly represents and warrants that fee title to the Premises is vested solely in the Owner or Owners executing this Agreement or a parallel agreement, except to the extent common ownership, or condominium or homeowners' association of a portion of the structures on the Premises or of the land comprising the Premises, is disclosed here:

Common owners, if any (if none, leave blank): _____.

Owner(s) shall provide a copy of this Agreement to any tenants of the Premises. In addition, if the Owner(s) seek to or actually sell the Premises during the Term of the Agreement, Owner(s) shall provide a copy of the Agreement to the new owner before the close of escrow.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
23. Modification. The provisions of this Agreement may not be modified, except by a written instrument signed by all parties to this Agreement.
24. Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

25. Successors & Assigns. This Agreement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

26. Notices. Any notice required hereunder shall be provided as follows:

For the Owner: _____ For the Renter (if applicable): _____

Name:	Name:
Address:	Address:
Cell Number:	Cell Number:
Phone Number 2:	Phone Number 2:
Email Address:	Email Address:

Assessor's Parcel Number (APN):	
Property Address:	Lake Elsinore, California
(Owner Signature)	(Date)
(Owner Printed Name)	
Phone # 1, 2 (if different than above)	
Email Address (if different than above)	

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry and Easement Agreement on the date as indicated beside each Party's signature.

OWNER: [INSERT NAME OF OWNER(S)] Susan Gonzalez

By Susan Gonzalez

Date 9/29/24

Its Property Owner

OWNER: [INSERT NAME OF OWNER(S)] Juan Smith

By Juan Smith

Date 9/29/24

Its Property Owner

OWNER: [INSERT NAME OF OWNER(S)] _____

By _____

Date _____

Its _____

DISTRICT: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By _____

Date _____

Its _____

CERTIFICATE OF ACCEPTANCE

(Government Code § 27281)

This is to certify that the interest in real property conveyed by that certain Right of Entry and Easement Agreement dated _____ 2024 from _____ (“Grantor”) to the Elsinore Valley Municipal Water District, a public agency (“Grantee”) is hereby accepted by the order of the Board of Directors of the Elsinore Valley Municipal Water District on _____, 2024 pursuant to authority conferred by a Minute Order adopted on _____, 2024 and the Grantee consents to recordation thereof by its duly authorized officer.

Elsinore Valley Municipal Water District, a public agency

By: _____

Greg Thomas

General Manager

Date: _____

EXHIBIT A
Legal Description

.11 ACRES M/L IN LOT 12 BLK 1 MB 011/018 COUNTRY CLUB HEIGHTS UNIT 1

SAMPLE

EXHIBIT B
LOCATION OF RIGHT OF ENTRY AND EASEMENTS

The easement is a maximum of four (4) feet in width, from the street right of way and terminating at the in-home sewer connection point. The exact location on the Property is to be determined in construction.

(a replacement **Exhibit B** with the exact location of the pipeline shall be recorded immediately post construction.)

SAMPLE

