

# EXHIBIT "B"

## AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

This Right of Entry and Release ("Agreement") is made and entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between PROPERTY OWNER 1 and PROPERTY OWNER 2 ("Owner") and the DEVONSHIRE COUNTY SANITATION DISTRICT ("District").

### RECITALS

1. Owner is the owner of that certain real property identified as Assessor's Parcel 0XX-XXX-XXX together with any improvements thereon, and commonly known as Address, San Carlos, California ("Property").
2. District is commencing a Sanitary Sewer Rehabilitation Project at Various Locations (Project) including the sewer line between Chesham Avenue and Winding Way that includes work on the Property.
3. District and Owner mutually desire that District enter onto the Property to access existing sewer lines within the existing easement for replacing of the existing sewer lines.

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner hereby grants to the District, its contractors, agents and assigns, the right to enter Owner's property for the purpose of performing all pertinent work related to replacing a sewer line and other facilities (the "Work"), as shown on the Project plans, attached hereto and made a part hereof by reference.
2. This Agreement shall commence on Month Day, 2019, and shall extend through the completion of the Work described herein and a Notice of Completion is filed for the Project.
3. District agrees that it shall give written or verbal notice to the Owner not less than three (3) business days before commencing any Work on the Property pursuant to this Agreement.
4. To the extent reasonable, the District shall restore or repair any portions of the Property to pre-construction condition that may be physically damaged by the District, its agents or contractors in the act of performing the Work. It is understood that the District, its agents or contractors shall exercise reasonable care to avoid damage to the Property during the Work.
5. Owner acknowledges that there is risk associated with District's use of the Property. The Owner promises and covenants by this Agreement to fully, finally and

forever remise, discharge and release the District and its respective officers, employees, agents or servants from and against any and all claims, demands, liabilities, obligations, or damages, whether legal or equitable, of whatever kind or nature, in which the Owner, or successors in interest, heirs, estates or personal representatives, now may have or assert, or may have had in the past or may have in the future against the District, as the result of, based upon, arising out of or connected with any act, deed, conduct, operation, incident, omission, occurrence, matter or thing relating to the Work that District will be doing on the Property as agreed to herein.

6. Owner acknowledges in executing this Agreement having had the opportunity to consult independent legal counsel, and that Owner is relying solely upon the legal advice of such attorney, and further acknowledges that Owner has not relied on statements of any attorneys or other persons acting on behalf of the District.

7. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

8. In the event that the Owner sells or otherwise transfers any or all of the Owner's interest in the Property, said transfer shall also include a transfer of all obligations, rights, responsibilities, releases and indemnities set forth in this Agreement, pursuant to California Civil Code §§1457 et seq.

9. This Agreement constitutes the sole agreement of the parties hereto with respect to the matters herein contained and accurately states the rights, duties, and obligations of each party as of the date on which the document is signed. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF** the parties hereby execute this Agreement:

**OWNER**

Dated: \_\_\_\_\_

\_\_\_\_\_  
PROPERTY OWNER 1

Dated: \_\_\_\_\_

\_\_\_\_\_  
PROPERTY OWNER 2

**DEVONSHIRE COUNTY SANITATION DISTRICT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Manager

**EXHIBIT A**  
**(Project Plans - Attached)**