

AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

This Right of Entry and Release ("Agreement") is made and entered on the _____ day of _____, 2015, by and between S. BARRY WISHNER and BARBARA J. WISHNER ("Owner") and the FAIR OAKS SEWER MAINTENANCE DISTRICT ("District").

RECITALS

1. Owner is the owner of that certain real property identified as Assessor's Parcel 069-227-050 together with any improvements thereon, and commonly known as 568 Eleanor Drive, Woodside, California ("Property").
2. District formerly owned and maintained a sewer line within a 10' wide sanitary sewer easement at the existing sewer lateral location which ran through a portion of the Property. The referenced sewer easement was vacated by Town of Woodside Resolution No. 1977-3144 on September 13, 1977.
3. Existing sewer line within the vacated easement downstream of the existing structure exclusively serves the Property.
4. Existing sewer line and manhole within the vacated easement upstream of the existing structure (sewer lateral connection), which is no longer active, have not been properly abandoned.
5. District is commencing a sanitary sewer rehabilitation project (Project) along Eleanor Drive that includes work on the Property.
6. District and Owner mutually desire that District enter onto the Property to access existing sewer line and manholes within vacated easement for replacing of the existing sewer line downstream of the existing structure (existing sewer lateral connection), replacing SSMH 5050 with a flushing inlet, and abandoning in place of the existing sewer facilities upstream of the existing structure consisting of the existing sewer line and SSMH 5051.
7. District and Owner mutually agree that the Owner shall be responsible for the maintenance, repair, and reconstruction of the sewer line to be replaced between the proposed flushing inlet and the structure.

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 replacing a sewer line, installing a flushing inlet, and abandoning a sewer line and manhole (the "Work"), as shown on Sheet 5 of 10 of the Project plans, attached hereto and made a part hereof by reference.

2. This Agreement shall commence upon County execution 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: _____

S. BARRY WISHNER

Dated: _____

BARBARA J. WISHNER

FAIR OAKS SEWER MAINTENANCE DISTRICT

Dated: _____

James C. Porter, P.E.
Director of Public Works

EXHIBIT A
(Sheet 5 of the Project Plans - Attached)