

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and Richard F. Lombardo & Kristin J. Lombardo, his wife, hereinafter called "Permittees,"

WITNESSETH:

WHEREAS, Permittees are the owners of real property in the County of San Mateo, State of California, and have requested issuance of an Encroachment Permit from the County, to construct a private pressure sanitary sewer system and appurtenances hereinafter called "private sewer," to serve Permittee's property described in Exhibit "A" attached hereto; and to connect said private sewer to the sanitary sewer collection facilities of the City of San Carlos located within Camborne Avenue; and

WHEREAS, the proposed private sewer is to be located, in part, within the public right-of-way of Camborne Avenue; and

WHEREAS, there is no impediment to the use of the public right-of-way for said private sewer at this time; and

NOW, THEREFORE, IT IS HEREBY AGREED TO BY THE PARTIES, as follows:

1. In consideration of the County's issuance of an Encroachment Permit, which permit is attached hereto as Exhibit "B" and incorporated by reference herein,

Permittees agree to the terms and conditions set forth herein, and to execute and record this agreement as public notice of the Owners' obligations regarding the construction, operation and maintenance of said private sewer.

2. The real property subject to this Agreement is described in Exhibit "A" attached hereto. Upon annexation of said real property to any city, Permittees agree to fulfill all of the terms of this Agreement upon demand by such city as though the Permittees had contracted with such city originally. Any annexing city shall have the rights of a third party beneficiary.

3. Permittees are completely and solely responsible for all aspects of the private sewer serving the property, including but not limited to the installation, operation, maintenance, and repair of the private sewer in the Camborne Avenue right-of-way.

4. Permittees further agree to repair and restore Camborne Avenue if said private sewer causes damage to the road.

5. In the event that Camborne Avenue is realigned or adjusted in elevation with the result that said private sewer must be altered, reconstructed or removed, the County may notify Permittees at any time in writing to commence the required alteration, reconstruction or removal. The notice shall be sufficient if mailed to the owner of record of said property at the address shown on the latest adopted County assessment roll. The notice shall describe the work to be done by the Owner, or successor in ownership, the time within which the work shall commence and the time within which it shall be completed.

6. The Permittees shall indemnify and hold harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including Permittees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the County, officers,

agents, or employees and servants, resulting from the installation, maintenance, repair or replacement of the above described private sewer including the failure of the private sewer to prevent the backflow of sewage.

The duty of the Permittees to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Should legal action be necessary to enforce any provision of this Agreement, Permittees agrees to pay all reasonable attorney fees and costs incurred by County in connection therewith.

8. This Agreement shall be recorded in the Office of the County Recorder at Permittee's expense and shall constitute notice to all successors and assigns of the title to the real property of the obligation set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized officers on the day and year first above written.

"COUNTY"

COUNTY OF SAN MATEO

BY

Jerry Hill, President
Board of Supervisors
County of San Mateo

ATTEST:

John L. Maltbie, Clerk of the Board of Supervisors /
County Manager

"PERMITTEES"

Richard F. Lombardo

Kristin J. Lombardo

EXHIBIT "A"

That certain real property described as Lot 52, in Block 50, as designated on the map entitled "Devonshire Properties of Municipal Properties Co. Subdivision #8", filed in the Office of San Mateo County, State of California, in Book 13 of Maps at Pages 64 & 65 and further described in Deed Serial Number 2003-258525, Assessor's Parcel No. 049-063-240, situs 28 Camborne Avenue, San Carlos, California.

EXHIBIT "B"

ENCROACHMENT PERMIT

DEPARTMENT OF PUBLIC WORKS



Road Operations - Permits
455 County Center, 2/FI.
Redwood City, CA 94063
(650) 363-1822

NEIL R. CULLEN
Director of Public Works

****FOR OFFICE USE ONLY****

Date Completed: _____

By: _____

ENCROACHMENT PERMIT

Rick Lombardo
Permittee Name
28 Camborne Avenue
Address
San Carlos, CA 94070
City, State Zip
650-595-8909, 650-207-0765 (cell)
Area Code & Phone No.

Permittee Name

Address

City, State Zip

Area Code & Phone No.

As requested by the above addressee, hereinafter known as the "PERMITEE," the County of San Mateo, hereinafter known as the County, HEREBY GRANTS AN ENCROACHMENT PERMIT TO:

Project Description: Install pressurized sanitary sewer line from pump on permittee's property to and into public right of way, County standard sewer cleanout and gravity line connecting to San Carlos sewer main as per plans dated November 30, 2005, entitled "Sewer Lateral Installation, Lombardo Residence." Recorded agreement on file with County Recorder's Office.

Project Location: 28 Camborne Avenue, San Carlos

The work authorized by this Permit, hereinafter known as the "ENCROACHMENT," shall be subject to all the terms, conditions, and restrictions set forth herein. This permit consists of the **Special Provisions** attached and made a part hereof and the Drawings referenced above. The project, as specifically described, is to be strictly construed and no other activity shall be permitted. Notify County Road Inspector 48 hrs prior to starting work.

The Permittee and/or his contractor shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work authorized or required by this Permit of Permittee and/or his contractor, their officers, agents, employees and/or servants.

A SURETY DEPOSIT OF \$ 0.00 or INSPECTION DEPOSIT OF \$ 250.00, and INSURANCE for P/L of \$ Legal Min. and P/D of \$ Legal Min. IS A CONDITION OF THIS PERMIT.

THIS PERMIT IS VALID FOR THE PERIOD March 9, 2006 to December 31, 2006

Applicant Complete:
"USA" Inquiry

Neil R. Cullen
Director of Public Works

Date

Number

Kenneth S. Au
Associate Engineer

Encl: Permittee Request/Sketch Yes

Special Provisions Yes

CONTACT INSPECTOR MARK MARELICH at (650)599-7273 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION