

**AGREEMENT TO ENTER
AND PERFORM WORK UPON PROPERTY
(Proposition 1 Ground Water Quality Grant Program)**

This agreement ("Agreement") is made and entered into by [PROPERTY OWNER NAME] ("Property Owner") and the Monterey County Water Resources Agency ("Agency") for purposes of destruction of a water well located on the real property owned by the Property Owner, located at APN XXX-XXX-XXX, known as the ("Property"). Agency is a political subdivision of the State of California.

Section 1: Recitals.

a. Agency has entered into a grant agreement for the Proposition 1 Ground Water Quality Grant Program with the California State Water Resources Control Board ("State Water Board") to receive funding for the destruction of groundwater wells to protect the lower Salinas Valley's main groundwater supply for domestic drinking water in the 400-Foot Aquifer. The Grant Agreement is available on the Agency's website at <https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/protection-of-domestic-drinking-water-supplies-in-the-lower-salinas-valley>.

b. Agency's project will protect the lower Salinas Valley's main source of domestic drinking water, the 400-Foot Aquifer, from seawater and nitrate contamination due to vertical migration between the 180-Foot Aquifer and the 400-Foot Aquifer by destruction of selected abandoned wells. Preventing nitrates and seawater from vertically entering the 400-Foot Aquifer will protect the water quality of drinking water, provide increased opportunity for recharge and aquifer storage, and help slow the advance of seawater intrusion.

c. Property Owner agrees to allow Agency to destroy Property Owner's water well to prevent the vertical migration of chloride and nitrate contaminated groundwater into aquifers that serve as a drinking water supply.

Section 2: Conditions.

a. Property Owner grants to the Agency, its employees, contractors, subcontractors, and agents, authority to destroy its water well, and access to all lands, easements and rights of way necessary for the purposes of the destruction of water well STATE WELL ID (OWNER WELL NAME). Property Owner grants to the State Water Board, its employees, contractors, subcontractors, and agents, the right of safe and suitable access at reasonable times to all lands, easements, and rights of way, if requested, for the purposes of overseeing the destruction of the water well.

b. Property Owner warrants that it possesses authority, title and/or interest in the Property sufficient to execute this Agreement.

c. All work conducted on the Property shall be conducted in accordance with all state, local and regional laws and requirements. Agency shall obtain all required licenses and permits in connection with well destruction work.

d. It is understood and agreed that at the expiration of this Agreement, the Property will be generally restored to the same condition as before the Agency's entry, except for the well destruction improvements.

Section 3: Effective Date and Term.

This Agreement shall commence effective upon the Agency's execution hereof and shall be effective until the work completion date of the project, February 28, 2023, as agreed to in the Grant Agreement, or any extension thereof granted by the Grant Manager upon request of the Agency. Following completion of the well destruction, the Agency and the State Water Board shall have the right to inspect the project location upon reasonable prior notice if needed until the Records Retention End Date of the Grant Agreement.

Section 4: Indemnification.

Agency shall hold harmless, indemnify, and defend the Property Owner, its officers, directors, agents, lessees, and employees from any and all claims, lawsuits, liabilities, losses and damages of every kind resulting from or in any way related to the Agency's, its officers', agents', employees', subcontractors' and designees', negligent or intentional acts, and errors and omissions in connection with this Agreement. Agency will assume full responsibility for any and all damages proximately caused by Agency's operation under this Agreement, and Agency shall, at its option, either repair or pay of such damages. However, this indemnification will not extend to any loss of use claims by Property Owner's lessees. This indemnification will also not extend to any claim or losses arising out of the sole negligence or willful misconduct of the Property Owner or of the Property Owner's officers, agents, lessees or employees.

Section 5: Notices.

Notices required under this Agreement shall be delivered by first class mail and by electronic mail. Notice shall be deemed effective upon the third day after deposit with the U.S. Postal Service. Notices shall be addressed as follows:

AGENCY

PROPERTY OWNER

Name: Brent Buche

Name:

Address: PO Box 930
Salinas, CA 93902

Address:

Telephone: 831-755-4860

Telephone:

E-Mail: bucheb@co.monterey.ca.us

E-Mail:

Section 6: Entire Agreement.

This Agreement contains the entire agreement between the parties pertaining to the subject matter in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Section 7: Assignment.

No portion of this Agreement may be assigned without the prior written consent of all Parties.

Section 8. Compliance with Applicable Law.

The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

Section 9. Controlling Venue.

This Agreement and all matters relating to it shall be governed by the laws of the State of California. Any action brought relating to this Agreement shall be brought exclusively in the County of Monterey.

Section 10. Expiration of Agreement.

This Agreement shall expire and be of no further force and effect upon the expiration of the term, as defined in Section 3.

Section 11. Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the section to which they relate.

Section 12. No Presumption Re: Drafter.

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 13. Modification.

This Agreement shall not be modified except by written agreement of the Parties.

Section 14. Severability.

If any term, condition or covenant of this Agreement, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, condition or covenant to persons or circumstances other than those as to whom which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Agency and Property Owner execute this Agreement as follows:

Date: _____

Date: _____

MONTEREY COUNTY
WATER RESOURCES AGENCY

PROPERTY OWNER

By: _____

By: _____

Brent Buche
General Manager

Name:
Title:

Approved as to form:

Kelly L. Donlon
Deputy County Counsel