

RIGHT OF ENTRY

I, the undersigned property owner (“Owner”) have read this Right of Entry Agreement (this “Right of Entry”), understand the risks, and hereby grant the City of Rockport, its affiliates, employees, agents, and contractors (collectively, the “City”), permission to enter upon the premises identified below (the “Premises”) to inspect and, if necessary, replace the existing private portion of the water service line which extends from the water main to the interior shutoff valve located on the Premises (collectively, the “Work”).

In order to complete the project, Owner agrees to allow access to the existing water supply system, driveway, lawn areas, basement or crawl space, or building area, as needed, until the Work is complete. The City may remove any improvements or objects on the Premises that obstruct or hinder the Work. At the expiration, termination, or completion of the project, the City shall remove all tools, equipment, and other personal property from the Premises at its sole cost and restore the Premises to its condition existing immediately prior to the City’s entry, reasonable wear and tear excepted. Areas where impeding vegetation is removed will be seeded with grass. The City shall be responsible for any and all costs related to the construction, installation, and completion of the project. The City agrees to comply with all local, state, and federal laws, rules, and ordinances applicable to the Work, and the City shall reasonably undertake and perform the Work in a manner to minimize interference with the Premises.

Owner will notify all occupants and tenants of the property, if any, of the information provided about the project and Work. Instructions for the period during the Work will be provided to the Owner by the City in advance of construction via door hanger, flyer and/or to the email.

By signing below, Owner represents and warrants that Owner is the lawful fee owner of the Premises and has full legal right, power, authorization, and capacity to execute this Right of Entry. Owner acknowledges that the replacement of the private water service line pursuant to this Right of Entry does not constitute any further responsibility or obligation on the part of the City to replace, repair, or otherwise maintain this private water service line. However, the City does hereby guarantee the private service line for one (1) year after completion of the Work. Except as set forth in the immediately preceding sentence, this Right of Entry shall terminate upon the City’s completion of the Work, which shall include any applicable construction warranty periods, unless extended in writing by Owner and the City. Owner acknowledges that the private service line and interior plumbing remain the private property of the Owner and continue to be the full responsibility of the Owner at all times now and in the future.

Premises (Address/ParcelNumber): _____

“Owner”

Printed Name:

Date

Printed Name:

Date