



RAMONA MUNICIPAL WATER DISTRICT

105 Earlham Street
Ramona, CA 92065-1599

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PARTICIPATION IN STATE FUNDED WATER PROJECT IN THE ACRES - RELOCATED WATER CONNECTION *("Participation Form")*

This Participation Form provides current Acres property owners that are voluntarily participating in the State Funded Water Project in the Acres ("Project") with documentation detailing the District's intention to provide service to customers if funding is available through state grant sources and provides for such property owners to grant a temporary easement to District to assist with Project completion and agree to certain conditions of participation in the Project. This Participation Form is provided for use by all customers requesting a relocated meter as part of this Project.

Note: This form applies only to those customers with existing meters that will have their meter relocated as part of the Project.

1. Property Owner Name ("Participant"): _____
2. Assessor Parcel Number (APN) ("Property"): _____
3. Property Address: _____
4. Mailing Address for notices to be sent (if different than Property address): _____

5. Owner E-mail Address: _____
6. Owner Phone Number: _____
7. District Account Number: _____
8. Rural Community Assistance Corporation ("RCAC") and Ramona Municipal Water District ("District") have worked with state funding agencies to obtain grant funding for planning, design, and construction of the water main in the project area. At this time, there is sufficient funding to pay for relocated service lateral and meter, and new backflow device installation and testing in the project area. The costs being covered by the grant funding provided include:
 - a. Service lateral deposit: \$3,882*
 - b. Drop-in meter installation: \$1,014
 - c. Abandonment of existing service lateral deposit: \$3,882*
 - d. Application fee: \$230

- e. Backflow installation and testing cost if required: approximately \$1,000
- f. Total: \$10,008 (approximate)

**Actual cost to install water service lateral and remove water service lateral and meter box is charged and therefore these numbers may be higher or lower.*

9. Backflow Protection: Properties with wells or other hazards that could result in backflow or backsiphonage from the Property into the District's water system are required to have a backflow device installed after the meter. This includes properties with on-site wells. The District's Cross Connection Specialist may determine a backflow is also required in other situations even if the Property doesn't have a private well. A backflow device must be installed immediately after the relocated water meter and must be tested prior to the District activating the meter. Backflow devices are required to be tested and certified annually by a District-approved tester and are tested at the Participant's own cost. The District will send your Property a notice 60 days before the date of the one-year anniversary of the initial test date. Your failure to test the installed backflow device on an annual basis will result in termination of water service.

Please initial that you understand this condition: _____

10. On-site costs to connect the relocated meter to the house are not covered by this grant program. In the case of relocated meters, the contractor will attempt to install the relocated meter where the existing service lateral enters the Property (if possible).

Please initial that you understand that on-site costs to connect are not covered by this grant program: _____

11. Please note that if your water meter will be relocated or replaced with the same size meter. If you would like a larger meter, you will be required to pay for the differential in costs between your existing water meter size and the new size you would like. Additional information on meter upsizing is available in the District's Legislative Code Section 7.28.080.

Please initial that you understand this condition: _____

12. Relocated meter connection procedures: Participant may experience up to a one day water outage while the contractor disconnects the existing meter and connects the relocated meter and backflow device to the onsite piping. In the event that the Participant is completing the onsite connection, the District will leave the existing meter in place until the Participant is ready to connect the new meter and backflow.

Please initial that you understand this condition: _____

13. **Grant of Temporary Construction and Access Easement.** In order to complete the Project, and due to the unique nature of the parcels in the Acres, it will be necessary for District staff or the District's contractor and inspectors to access the Property to install the service lateral, meter, and backflow device on Participant's Property. The District's contractor or subcontractor will also be required to enter the Participant's Property for testing of the installed backflow device.

In exchange for the consideration of the District completing the Project to benefit Participant, the Participant of the above referenced Property does hereby grant and convey to the District, its employees, agents, inspectors, and contractors a temporary and non-exclusive construction and access easement, over, above, on, under, in, across, along and through up to and including 40 feet from the Property line for the purposes of installation of the service lateral, meter and backflow device on Participant's property. The term of this temporary easement shall take effect immediately upon the Participant's signature on this Participant Form and continue until the District has accepted the Project and filed a Notice of Completion for the Project with the County of San Diego. The District will provide written notice to the Participant of the final termination date of this temporary easement. The Participant grants use of the easement for the following provisions:

- a. District's Permitted Use under the Easement shall include:
 - i. During construction, reasonable vehicular and pedestrian access, including fire and other emergency access to the Property, shall be permitted and will be maintained at all times;
 - ii. The easement area will be protected, maintained and kept reasonably free of trash and loose debris during construction to attempt to ensure that the visual identity and character of the Property is not impacted by the construction activities within the easement;
 - iii. While in the easement area, District employees, agents, inspectors, and contractors will comply with all applicable laws, rules, and regulations, as well as, to the extent reasonable and practicable, best construction practices in accordance with the District's construction standards.
- b. Maintenance and Restoration: At the expiration of the easement, the District or its authorized agent(s) shall,

subject to reasonable wear and tear, restore the easement area to a condition as near as practicable to its condition prior to construction of the Project. The District shall not, however, be required to restore any other changed condition or circumstance on the Property not resulting from District's operations, negligence, or fault.

Please initial that you understand and agree to this grant of a temporary construction and access easement: _____

- 14. All other terms and conditions of the District’s Legislative Code related to water service will apply to Participant’s water service following Project completion and water service activation.
- 15. Participant represents and warrants to the District that Participant has the full right and authority to complete this Participant Form for the Property.
- 16. This Participant Form supersedes any prior agreements, negotiations, communications, oral or written, and contains the entire agreement for Participant relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either party, or by or to any employee, officer, official, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. The conditions and grant contained in this Participation Form shall run with the land.

I, Participant, acknowledge and agree to the terms, conditions, and grant listed above by signing below.

Participant, an individual and property owner

By (Signature): _____

Date: _____

Name (Print): _____

(If an entity/corporation)

Name of Corporation (Print): _____

By (Signature): _____

Print Title of Person Signing on Behalf of Corporation: _____

Dated: _____