

SUPPLEMENTAL DOCUMENTS RECEIVED BY RHCS D AFTER ITS APRIL 19, 2022 MEETING.

PRESENTED FOR INFORMATION AT THE CONTINUED

APRIL 27, 2022 MEETING.

RIGHT OF ENTRY

This Right of Entry Agreement (“Right of Entry”) is entered into by and between Elliott Homes, Inc, an Arizona Corporation and Springfield Meadows Community Services District on
DRAFT.

1. Elliott Homes, Inc, an Arizona Corporation wishes to enter upon and use property owned by Springfield Meadows Community Services District known as Lots J and G as of SUB. I-150 and Tract 2 as of R.S. 24-79 (referred to as “Property”), as shown on the attached Exhibit A. Such entry and use will be for the purpose of allowing access for retaining wall construction and slope grading within the Folsom Heights project, the construction of a permanent sewer service road, sewer line and storm drain culverts within Lot G and a permanent storm drain outlet structure with rock lined ditch within Lot J, as more specifically shown on the plan attached hereto as Exhibit B and incorporated herein by reference.
2. Springfield Meadows Community Services District hereby grants Elliott Homes, Inc, an Arizona Corporation permission to enter upon and use the Property for the purpose described above, subject to the following terms and conditions:
 - a. Elliott Homes, Inc, an Arizona Corporation agrees to provide Springfield Meadows Community Services District 48 hours notification prior to beginning work on the Property.
 - b. Elliott Homes, Inc, an Arizona Corporation agrees to complete all work on the Property consistent with the approved plans and in conformance with applicable City of Folsom improvement standards.
 - c. Elliott Homes, Inc, an Arizona Corporation agrees to repair any and all damage that may result from the entry onto or use of the Property by Elliott Homes, Inc, an Arizona Corporation and its independent contracts of agents during the effective period of this Right of Entry. Such repair shall restore the Property to original condition.
 - d. Elliott Homes, Inc, an Arizona Corporation agrees to conduct, supervise and/or otherwise oversee the entry or use granted by this Right of Entry to assure that all activities undertaken pursuant hereto are carried out in a prudent and reasonable manner.
 - e. Elliott Homes, Inc, an Arizona Corporation agrees to coordinate with Springfield Meadows Community Services District for the purpose of not disrupting the construction activity that is to occur for the development of the Property.
3. This Right of Entry shall remain in effect for the life of the Vesting Tentative Subdivision Map for Folsom Heights that was approved by the Folsom City Council in July, 2017, extended August, 2019, and extended November, 2021, as per the Amended and Revised Development Agreement (ARDA).

4. Insurance.

Prior to, and as a condition of, any entry on the Property pursuant to this License, Elliott Homes, Inc, an Arizona Corporation shall provide, or cause its contractor to provide, to Springfield Meadows Community Services District a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000). Springfield Meadows Community Services District shall be named as an additional insured upon such insurance. Such insurance shall be obtained and maintained at all times during any entry within the Property pursuant to this License.

5. Indemnity.

Elliott Homes, Inc, an Arizona Corporation agrees to indemnify, defend and hold Springfield Meadows Community Services District harmless from and against any and all claims, obligations, demands, causes of action, damages, liabilities, costs, expenses (including reasonable attorneys' fees and costs of suit incurred in connection with all such claims), including any actions of proceedings brought thereon (collectively, "Claims"), arising from or as a result of any violation of applicable federal, state or local law, regulation, ordinance, rule or order, or the injury to or death of any person, or damage to the property, which occurs within the Property, as a result of: (i) the use of the License by Elliott Homes, Inc, an Arizona Corporation and/or its agents, contractors subcontractors, materialmen or employees. Notwithstanding the forgoing, Elliott Homes, Inc, an Arizona Corporation indemnity obligation hereunder shall not apply to any claims caused by the sole negligence or willful misconduct of Springfield Meadows Community Services District, or any agents, contractors or representatives thereof.

This Right of Entry is entered into by and between:

Springfield Meadows,
Community Services District

Elliott Homes, Inc,
an Arizona Corporation

D R A F T

By: _____

By: _____

Date: _____

Date: _____

Exhibits:

- Exhibit A: Property Description
- Exhibit B: Right of Entry Exhibit

EXHIBIT "A"
DESCRIPTION OF
SPRINGFIELD MEADOWS COMMUNITY SERVICES DISTRICT
RIGHT OF ENTRY

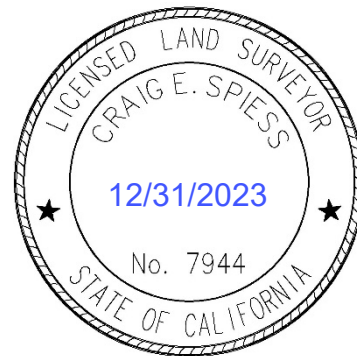
All that real property situated within a portion of Sections 10 and 15, Township 9 North, Range 8 East, Mount Diablo Meridian, County of El Dorado, State of California and further described as follows:

A portion of Tract 2 as shown and so designated on that certain Record of Survey filed for record on August 31, 2000 in Book 24 of Record of Surveys, at Page 79, El Dorado County Records and a portion of the lands of Springfield Meadows Community Services District, as described in that certain Grant Deed recorded October 26, 1983 in Book 2220, at Page 160, Official Records of El Dorado County and a portion of Lots J and G as shown and so designated on that certain Final Map entitled "Stonebriar, Unit No. 6" filed for record on March 5, 2003 in Book I, of Maps, at Page 150, El Dorado County Records and a portion of the lands of Springfield Meadows Community Services District, as described in the certain Grant Deed record on January 25, 2005 in Document No. 2005-0005780, Official Records of El Dorado County.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess, PLS 7944
License Expiration Date: 12-31-23

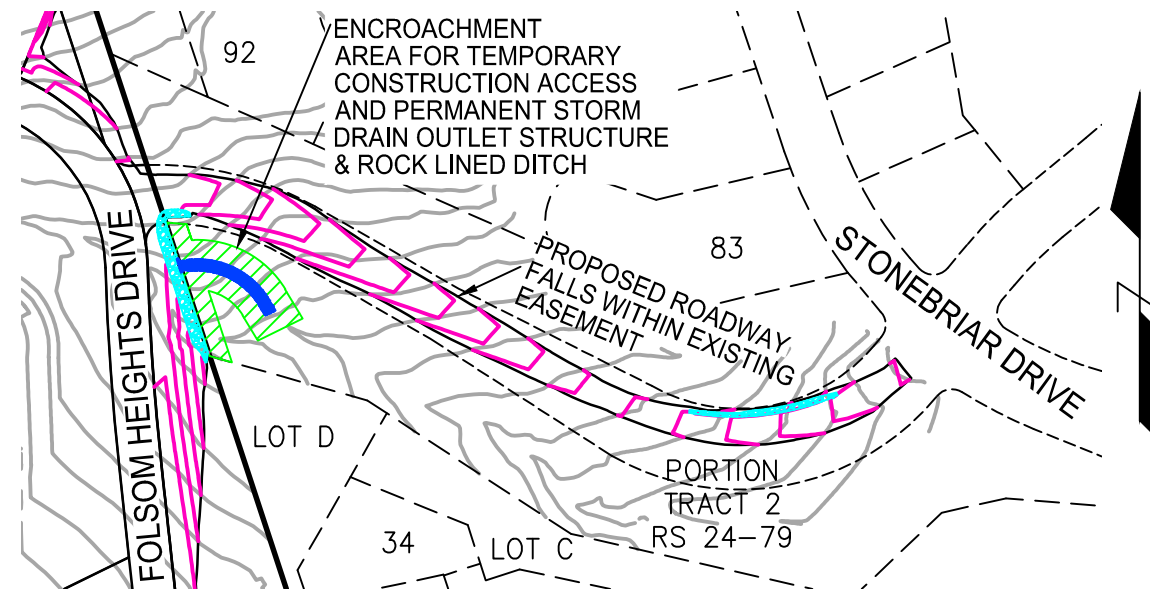
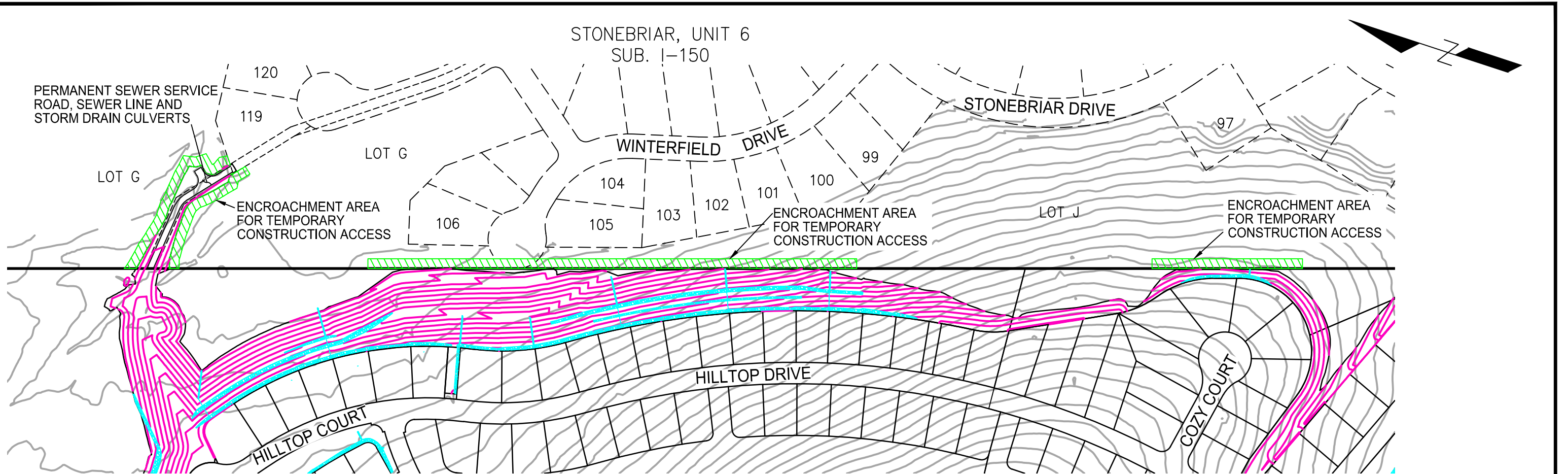
Date: 04/04/2022



Description prepared by:
R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630

N:\2681 - Elliott Homes\081 - Folsom Heights\10 - CAD Drawings\Plats\Right of Entry\
Springfield Meadows CSD\2681.001-ROE-SMCS-D-EXHIBIT A.docx



LEGEND





-  PROPOSED GRADING CONTOURS
-  PROPOSED ROCKERY WALL
-  POTENTIAL ENCROACHMENT AREA
-  PROPOSED ROCKLINED DITCH AND DRAINAGE STRUCTURE

EXHIBIT "B"
 RIGHT OF ENTRY
SPRINGFIELD MEADOWS
COMMUNITY SERVICES DISTRICT
 COUNTY OF EL Dorado STATE OF CALIFORNIA

R. E. Y. ENGINEERS, Inc.
 Civil Engineers / Land Surveyors
 905 Sutter St. Ste 200 Folsom CA 95630
 (916) 366-3040 Fax (916) 366-3303

| | | | |
|----------|----------|------------|----------|
| MRD | 1"= 200' | 04/04/2022 | 2681.081 |
| DRAWN BY | SCALE | DATE | JOB NO. |



MEETING NOTES

DATE: April 21, 2022 AT 3:00 PM

ATTENDEES:

Price Walker – Elliot Homes
Dave Sagan – REY Engineering
Chad Roberts – HSM Law
Myself

SUMMARY:

Meeting via video to discuss Folsom Heights project grading work and how to handle ROEs. Price Walker discussed the three easement areas (Winterfield, Montrose and Prima). At the Montrose easement, Folsom Heights has detailed EID improvements which include a compressed gravel road with manholes and turnaround area. EID's requested turn around area falls outside of their existing easement. I told them that there may be an issue with them requesting use of District space that they don't have any legal right to. Chad agreed that it was outside of their right to include that turn around area. Price will call Mike Brink (EID) who is requesting the additional work to see if they will remove the additions that aren't included in their easement.

The Winterfield utility improvements all fall within the existing easement. The tie-in is in the street so some hardscape work may be required to tie in to that existing stub up.

At the Prima EVA the scope of work has not changed. Per EDH Fire Dept. EVA will be paved and have curbs on south side of road with gates at either end. Additional sewer/water tie in work will be done within the easement. The City of Folsom requested that Folsom Heights change the location of their drainage for water retention pond and current proposed location falls outside of their Prima easement. I told them that I didn't believe that the board would be amenable to granting an additional easement due to the contentious nature of the EVA. Price stated that he would call Folsom up and relay that the modifications may not be possible due to lack of cooperation from RHCSO.

The proposed grading work along the back property line of Sierramonte would need to be addressed to their HOA for the ROE to be signed but if their plan is to access that



area via Prima EVA access point, that would need to be included in a ROE for RHCS. I will forward contact information that I have for Sierramonte to Price so he can get in touch with them to discuss access issues. I told Price that Matt would be the contact for this project and due to his current job with the City of Sacramento as a planner he would be very capable of understanding current issues.

Call Notes Prepared By:

A handwritten signature in black ink, appearing to read "Chicks", is written over a light gray rectangular background.

Chaney Hicks, General Manager

gm@rollinghillscsd.org