

**RIGHT OF ENTRY AGREEMENT FOR  
TEMPORARY ACCESS AND CONSTRUCTION**

This Right of Entry Agreement for Temporary Access and Construction ("Agreement") is made as of \_\_\_\_\_, 2026, by and between PALM DESERT REGENCY ESTATES HOMEOWNERS ASSOCIATION, a California nonprofit public benefit corporation ("Owner"), and CITY OF PALM DESERT, a municipal corporation ("City"). Owner and City are referred to collectively as the "Parties" or may be referred to individually as a "Party."

**RECITALS:**

A. The Owner is the owner of certain real property located adjacent to Tamarisk Row Drive, Palm Desert, California 92260 and commonly referred to as Assessor Parcel Number 626-380-033 (the "Property").

B. Located on the Property is the Tamarisk Row Retention Basin which functions as part of the broader Mid-Valley Channel stormwater system.

C. In 2023, tropical storm Hilary caused widespread flooding and damage to stormwater infrastructure throughout Palm Desert, including damaging the spillway to the retention basin located on the Property.

D. Damage to the retention basin spillway has created a risk to adjacent public infrastructure and is in need of repair to reduce the potential for failure during future storm events.

E. City desires to obtain Owner's permission to enter upon the Property for the purposes of repairing and reconstructing the spillway into the retention basin on the Property (the "Spillway Repair Work"), and, at City's election, take such actions as determined necessary by City to improve percolation within the retention basin, remove as much excess vegetation as feasible to improve retention basin function, and perform such other work as determined necessary by City to improve retention basin function and as generally described in the proposal attached as Exhibit A (together with the Spillway Repair Work, the "Repair and Restoration Work").

F. The Parties wish to enter into this Agreement whereby the Owner will allow the City to enter onto the Property, on a temporary basis, for the purpose of performing the Repair and Restoration Work.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Right of Entry. Owner hereby grants to City, and its employees, contractors, subcontractors, suppliers, vendors, and agents ("Permitted Parties"), the temporary right to enter, including ingress and egress, and use the Property as reasonably necessary to (i) perform the Repair and Restoration Work, and (ii) conduct further studies and analysis of the Property regarding potential future repairs and other work that may improve retention basin function in a manner mutually beneficial to the City and Owner.

2. Term. This Agreement shall commence upon the execution by the Parties and terminate on the first anniversary of the date of this Agreement set forth in the first paragraph above, unless earlier terminated as provided herein (the "Term").

3. Repair and Restoration Work. City hereby agrees to perform the Spillway Repair Work during the Term of this Agreement. Notwithstanding anything in this Agreement to the contrary, except for

the Spillway Repair Work, City shall have the right, but not the obligation, to perform all or any portion of the Repair and Restoration Work during the Term.

4. Restoration of the Property. Upon termination of this Agreement, the City will promptly remove any equipment, unused material and debris relating to the Repair and Restoration Work.

5. Liens. City shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to City's actions upon the Property.

6. No Compensation. Owner acknowledges and agrees that Owner will not receive compensation for granting access to the Property pursuant to this Agreement, and Owner waives any and all rights to compensation. City will pay for all the cost of any Repair and Restoration Work performed by the City.

7. Insurance. City shall procure and maintain in full force and effect for the duration of this Agreement insurance or self-insurance to cover its activities on the Property and performance of this Agreement.

8. Compliance with Laws. City shall, in all activities undertaken pursuant to this Agreement, comply and cause its Permitted Parties to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

9. Not a Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to City; provided that concurrently herewith Owner shall grant to City an emergency access easement granting the City an access easement to permit the City the right, but not the obligation, to enter the Property to perform emergency maintenance and repair of the retention basin and associated facilities and improvements in the form attached hereto as Exhibit B. This Agreement is not exclusive and the Owner reserves the right to grant other rights of entry within the vicinity of the Property.

10. Termination and Remedies. If City shall be in material breach of any of its obligations under this Agreement, Owner shall have the right to terminate City's rights under this Agreement upon thirty (30) day written notice to City unless such breach is cured during such thirty (30) day period. In the event of termination hereof due to a material breach by City of any provision hereunder, Owner may re-enter and take exclusive possession of the Property and remove all persons or things therefrom, to the maximum extent permitted by law, or by such legal process as they deem appropriate.

11. Release. Owner hereby releases City, its councilmembers, employees, agents, attorneys, assigns, successors, predecessor's, representatives and affiliated entities from all claims, demands, liabilities, costs, obligations, rights of action, damages, attorney's fees, expenditures and causes of action of every kind and nature whatsoever (collectively, a "Claim"), whether now known or unknown, suspected or unsuspected, which arise from or relate to any prior damage to the retention basin and any associated facilities and improvements, which Claim is based on acts, omissions or events occurring prior to the date of this Agreement. With respect to the releases set forth in this paragraph 11 of this Agreement, the Owner hereby expressly waives any and all right and benefit conferred upon Owner by the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Owner further expressly waives any provision of any other state, federal or local statute, code, ordinance or law to the extent it conflicts with Section 1542 of the California Civil Code and Owner expressly consents

that the releases contained herein shall be given full force and effect, according to the express terms and provisions of this Agreement.

12. Miscellaneous. City shall not assign or otherwise transfer its rights or obligations hereunder without Owner's prior written consent, which consent shall not unreasonably be withheld. This instrument constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall any waiver be binding unless executed in writing by the Party making the waiver. This instrument shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue shall be Riverside County. The headings of this instrument are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filled or recorded in any public office without Owner's prior written consent. Should any term of this Agreement be deemed unlawful or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining terms may continue to be fully enforced. The persons signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

[Signatures on Following Page]



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside }

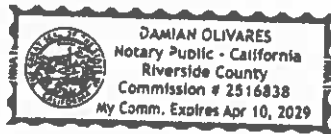
On February 11, 2020 before me, Damian Olivares, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Hal Bradley Stone  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Damian Olivares  
Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

EXHIBIT A

**PROPOSAL**

**Tri-Star Contracting II, Inc.**

15-501 LITTLE MORONGO ROAD  
DESERT HOT SPRINGS CA 92240  
Bus:(760) 251-5454 Fax:(760) 251-5458  
License Number: 909193 (A). DIR Number 100004932

★ ★ ★  
"We dig the  
Coachella Valley"  
Proposal Date: 2-Feb-28  
Date of plans:

Proposal Submitted to: City of Palm Desert	Proposal number: 010226
Address: 73310 Fred Waring Drive Palm Desert CA 92260	Job Name: Tamarisk Row Retention Basin
Phone: 760-340-0574	Address: Tamarisk Row Drive Palm Desert CA
Fax: rchavez@palmdesert.gov	Contact: Randy Chavez
	Contact call #: 760-776-6462

We hereby submit an estimate for equipment, labor & material to:

Provide equipment and labor to cleanup retention basin to do work as directed

Knowing the funds are not available for full Retention Basin rehabilitation; We believe we can accomplish the cut/fill needed to backfill the spillway area, R&R the existing spillway, and begin dewatering/rehab under a T&M to not exceed for the \$200,000 amount spoken about onsite. Attached is a simple drawing showing areas we will be in contact with. This is an estimate of what we can try to accomplish with funds allowing and not a full cleanout. Work to be performed at the direction of City of Palm Desert.

All work to be done at Prevailing Wage Rates

Exclusions (unless listed above): any permits, inspections, fees, bonding, water, water meter, engineering, surveying, tests, screening on-site material, traffic control, drainage in areas of less than 1% grade. Contractor is under no duty to investigate the project site, analyze, compare and/or correct the plans and specifications. Tri-Star is not responsible for undisclosed site conditions including utilities, rocks, pipes, or septic tanks. Work necessary as a result of those unknown conditions are the owner's responsibility and if additional work is necessary as a result, such work will be billed as an extra. Owner/contractor is advised to obtain their own soils engineer & compaction tests.

**TOTAL T&M BUDGET: \$ 200,000.00**

All sums are due and payable as stated. Any unpaid sums incur interest at the rate of (2%) per month from the date said sum is due. If any installment payment due hereunder is past due or if Buyer disputes an extra charge hereunder, Tri-Star may stop work.	Payment is to be made as follows: 30 day billing
	<b>THIS PROPOSAL IS VALID FOR 30 DAYS</b>

Respectfully  
Submitted: Rodney Owens  
Rodney Owens, Estimator

**General Provisions**

Any alteration or deviation from above specifications, including any such alterations or deviations involving additional material and/or labor cost, will be executed only upon written order for same, signed by Owner and Tri-Star, and if there is any charge for such alteration or deviation, the additional charge will be added to this Contract. If payment is not made when due, Tri-Star may suspend work on the job until such time as all payments due have been made. A failure to make payments from the due date shall be deemed a breach of this Contract.

In addition the following general provisions apply:





- All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
- To the extent required by law all work shall be performed by individuals duly licensed and authorized to perform said work.
- Tri-Star may at its discretion engage sub-contractors to perform work hereunder, provided Tri-Star shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
- Tri-Star shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- All change orders shall be in writing and signed both by Owner and Tri-Star, and shall be incorporated in, and become a part of this Contract.
- In the event Owner shall fail to pay any periodic or installment payment due hereunder, Tri-Star may cease work without breach of pending payment or resolution of any dispute.
- All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration venue shall be in Palm Desert California. The prevailing party shall be entitled to all arbitration and court costs, as well as reasonable attorney's fees.
- Tri-Star shall not be liable for any delay due to circumstances beyond its control, including but not limited to, acts by Owner and/or contractors, acts of God, weather, governmental authority or litigation. It shall also acknowledge that any changes in the plans and specifications made by the Owner as well as the contractor, agents, architects, engineers or government agency which will extend or change the scope of work may be charged as an extra under this Contract.
- Tri-Star warrants all work for a period of 12 months following completion.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Acceptance \_\_\_\_\_ Date \_\_\_\_\_



Imagery ©2025 Airbus, CNLS / Airbus, Maxar Technologies, Map data ©2025 20 ft

-  Cut Area
-  Fill Area
-  Debrising
-  Manual Green White