



## **AGREEMENT FOR HAZARDOUS WASTE REMOVAL AND RIGHT OF ENTRY**

WHEREAS, buildings on OWNER'S property have been left destroyed or uninhabitable as a result of the Jesusita Fire; and

WHEREAS OWNER and COUNTY mutually agree that the household hazardous waste remaining on OWNER'S property must be removed for the protection of the public health and safety and in order to allow OWNER to make full use of the property described more fully herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

\_\_\_\_\_, hereinafter referred to as "OWNER", hereby grants to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, and its officers, employees, agents, contractors, and subcontractors, hereinafter referred to as "COUNTY" to enter upon OWNER'S property commonly identified as:

\_\_\_\_\_,  
County of Santa Barbara, State of California, hereinafter referred to as "Premises", subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. **Grant of Right of Entry:** OWNER hereby grants to COUNTY, its authorized agents or contractors, officers and employees, a right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number \_\_\_\_\_ .

This right of entry shall cover the entire Property, and shall allow, but not compel, inspection of the Premises, and removing and clearing any or all household hazardous waste of whatever nature from the Premises, subject to the terms and conditions set forth in this Permit. It is fully understood that this Agreement does not create any obligation on the COUNTY to

perform inspection, testing or debris clearance. OWNER understands that the COUNTY will undertake no cleanup action until this Agreement is signed by both parties.

By June 9, 2009, OWNER shall have the Premises ready for hazardous waste removal by COUNTY. OWNER shall remove any items of value, and mark any sewer lines, utilities, septic tanks, leach fields, water lines, propane lines or other subsurface infrastructure which may be located on the Premises. Any damage to OWNER'S Premises as a result of failure to adequately remove items or mark infrastructure shall be the sole responsibility of the OWNER.

2. Cost of Hazardous Waste Removal: OWNER shall not be responsible for any cost associated with the household hazardous waste inspection or removal from the Premises.

3. Indemnification: OWNER shall defend, indemnify, and save harmless COUNTY, its officers, agents, volunteers and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of OWNER or its agents, personnel, tenants, employees, or independent contractors directly responsible to OWNER; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the gross negligence or willful misconduct of the COUNTY, its officers, agents, volunteers and employees. It is the intent of the parties that the indemnity conferred under this section shall indemnify COUNTY to the full extent permitted by California Law.

OWNER shall promptly notify COUNTY in the event of any accident or injury arising out of or in connection with this Agreement.

4. No COUNTY Assumption of Liability for Remediation: In consideration of the assistance COUNTY is providing to OWNER under this Agreement, COUNTY assumes no liability or responsibility and OWNER shall not seek to recover from COUNTY, or any of its officers, agencies, agents, contractors, subcontractors, employees and volunteers the costs of any remediation or damages to the Premises arising out of the performance or attempted performance of this Agreement.

5. COUNTY'S Agents: Any person, firm, contractor or corporation authorized to work upon the Premises by the COUNTY shall be deemed to be the COUNTY'S agent hereunder.

6. Authority: OWNER represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of OWNER are the duly designated agents of OWNER and are authorized to do so, and that fee title to the Premises vests solely in OWNERS.

7. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understanding and representations, oral or written, are superseded.

8. Modification: The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

9. Partial Invalidity: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

10. Successors and Assigns: This Agreement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Agreement to be effective on the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Scott McGolpin, Director  
Public Works Department  
County of Santa Barbara

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

APPROVED:

By: \_\_\_\_\_  
Ronn Carlentine  
Real Property Manager

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

APPROVED:

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title