



THE CITY OF SAN DIEGO
City of San Diego Homeowner Brush Management Access Agreement

DEAR HOMEOWNER:

DATE: _____

We were in your neighborhood today reviewing the brush management requirements on land we own adjacent to your property. Sorry we may have missed you.

The City has tasked us with pruning and thinning vegetation on property that we own where it is within 100-ft of habitable structures approved for development prior to 15 Nov. 1989 -- in order to meet the City's current Brush Management regulations. See our website for more information and details at: <http://www.sandiego.gov/park-and-recreation/parks/brush.shtml> . This webpage also contains a link to download a digital PDF copy of the current Open Space Brush Management Access Agreement form that you will need to fill in, sign and send back to us ASAP.

We expect to be working in your area within the next few weeks or months. However, since access is limited in the area, we are requesting that you consider signing the enclosed **Homeowner Brush Management Agreement**, which will grant our brush management crews the right to cross your property in order to access the area on our property that needs to be brush-managed.

Instructions for completing the Access Agreement are enclosed (see page 4 of the enclosed agreement). Please **PRINT LEGIBLY** all required information of the form, and then complete it with your signature. You can then fax, mail or scan and email the form back to us. Once received and signed by all required parties, we plan to notify you using the contact information we are requesting you provide, within a week of needing access through your property. Our crew supervisors will work with you to select a day that works best for everyone.

PLEASE RETURN THIS COMPLETED FORM TO US WITHIN A WEEK OF RECEIPT OF THIS NOTICE, where possible.

Brush Management
Open Space Division
Park and Recreation Department
202 C St, 5th Floor
San Diego, CA 92101

Email: mjennings@sandiego.gov
Phone: 619.685-1313
Fax: 619.685.1362

If you have any questions, please don't hesitate to contact us (preferably by email).



Open Space Division • Park and Recreation

1250 Sixth Avenue, 4th Floor, MS 804A • San Diego, CA 92101-4215

Tel (619) 685-1350 Fax (619) 685-1362





THE CITY OF SAN DIEGO

SINCE IT IS VERY IMPORTANT THAT WE NOTIFY YOU WITHIN A WEEK OF NEEDING ACCESS AND STARTING WORK ADJACENT TO YOUR PROPERTY, PLEASE ALSO PROVIDE PHONE NUMEBRS AND EMAIL ADDRESSES WHERE WE CAN CONTACT YOU TO COORDINATE WITH YOU REGARDING WHICH SPECIFIC DATES WE CAN GAIN ACCESS THROUGH YOUR PROPERTY:

Homeowner contact information:

Home phone:

Cell phone:

Email:

INSTRUCTIONS:

Please complete all areas highlighted in **YELLOW** on this sheet and on the enclosed Agreement form.

Please **PRINT LEGIBLY** when providing all required information on the form -- and then **complete it with your signature** where indicated.

Once complete, please return **this sheet**, plus the **signed Agreement form** to the Open Space Division at the City address, fax number or email address provided.

Once the City has also signed the form, we can provide you a copy if you wish (**please state if you wish to receive a countersigned copy from us when you send the form in**).

We will keep the original signed and executed Agreement on file until such time as our scheduled 2-yearly Brush Management cycle in your neighborhood is complete.

Many thanks for your assistance helping out the City's Open Space Brush Management Program!



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THE CITY OF SAN DIEGO

City of San Diego/Homeowner Brush Management Access Agreement

Identification of Parties

1. This Access Agreement (hereafter referred to as "the Agreement") is entered into on (date) _____ by and between (homeowner name) _____ hereafter referred to as "Homeowner," and the City of San Diego, hereafter referred to as "City."

Description of Property

2. Homeowner is the owner of certain real property situated in the City of San Diego, California (hereafter referred to as the "the Property"), located at: (property address) _____ and more particularly, a property that will allow for City Crew access to City Open Space Division and/or Streets Division property, as shown in Exhibit A, which is attached to this Agreement and hereby incorporated by reference (City will provide map for Exhibit A).

Grant of Access

3. Homeowner grants to City permission to perform the following acts on the Property: to enter upon the Property solely for the purpose of ingress and egress to perform brush management activities in City Open Space. City may not use the Property for any other purpose or business without obtaining Homeowner's prior written consent.

Incidental Rights

4. The Agreement includes the following incidental rights to use the Property: all rights incidental to performing brush management activities in City Open Space. In exercising these rights, City must use reasonable care and may not unreasonably increase the burden on the Property.

Assignment

5. This Agreement shall not be assigned by either party without the prior written consent of the other party.



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Term

6. This Agreement shall be for a term of one year, commencing on the date of this Agreement.

Noninterference

7. City shall not unreasonably interfere with Homeowner's use of the Property, and City shall follow such procedures as shall result in the least inconvenience to Homeowner.

Termination of Occupancy

8. On or before the termination date for this Agreement specified in Paragraph 6 of this Agreement, City shall remove all of City's personal property from the Property and shall surrender possession of the Property to Homeowner in good order and repair, normal wear and tear excepted.

Indemnity

9. City agrees to defend, indemnify, protect and hold Homeowner harmless from and against any and all claims or liability directly related to performance of this Agreement and arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees.

Insurance

10. City warrants that it is self-insured in compliance with the Laws of the State of California, that its self-insurance covers persons acting on its behalf and under its control, and that its self-insurance covers this Agreement and the use of the Property as contemplated by the Access Agreement.

Attorneys' Fees

11. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

12. This Agreement constitutes the entire agreement between Homeowner and City relating to the Access Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Homeowner and City.

Notices

- 13. Unless otherwise provided, any notice or other communication regarding this Agreement shall be in writing and deemed received upon personal service, delivery or by reputable overnight service with receipt signature required, or delivery by United States mail, return receipt requested, and addressed to the parties as follows:

Homeowner name and mailing address:

[Redacted]

[Redacted]

[Redacted]

City: The City of San Diego
Park and Recreation Department
Open Space Division
202 C St, 5th Floor
San Diego, CA 92101
FAX (619) 685-1362

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Date: [Redacted] [Redacted]
Property Owner [signature]

Date: _____ THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
Chris Zirkle, Deputy Director
Open Space Division
Park and Recreation Department
City of San Diego

APPROVED AS TO FORM AND LEGALITY:

Date: _____ JAN I. GOLDSMITH, City Attorney

BY: _____
Adam Wander
Deputy City Attorney