



The City of San Diego
MAYOR JERRY SANDERS

DENIAL-OF-RIGHT-OF-ENTRY/REQUEST FOR VOUCHERS
(Re: Debris Removal and Cleanup on Private Property)

I, _____ (“Owner”), am the owner of that real property commonly known as _____, City of San Diego, State of California, APN# _____ (“Premises”). I have been advised of and understand that the City of San Diego (“City”), has collaborated with the County of San Diego and various state agencies to develop an inspection, testing, and debris removal and clean-up program relating to the damage to properties within the City, including the Premises, caused by the 2007 Witch Creek Fire. The program provides for the inspection, testing, and removal of all fire-generated debris of whatever nature including, but not limited to, ash, foundations, vehicles, appliances, waste or other materials from such properties, including the Premises, pursuant to uniform requirements for debris removal developed by the City of San Diego in conjunction with the County of San Diego and state agencies. I understand that as part of the inspection, testing, and debris removal and clean-up, the City has sought my permission to enter the Premises.

By signing this from, I am **denying consent** to the City, its officers, employees, and agents to enter upon the Premises for purposes of implementing the inspection, testing and debris removal and clearance plan described above.

I understand that by denying consent to the City, its officers, employees, and agents to enter upon the Premises, I am accepting responsibility for the inspection, testing, and removal of all fire-generated debris of whatever nature from the Premises, at my expense, in compliance with all Federal laws and regulations, State laws and regulations, local codes and ordinances, and the uniform requirements for debris removal developed by the City of San Diego in conjunction with the County of San Diego and state agencies referenced above.

I also understand and agree that my receipt and use of vouchers from the City to assist with the costs of disposal of unrecyclable fire-related debris at Miramar Landfill and recycling of mixed construction and demolition debris, concrete slabs, and bricks at City-approved facilities is contingent on (1) hiring a licensed contractor who holds at least a Class A, General Engineering, California State Contractors License with a Hazardous Substance Removal Certificate, to perform the debris removal; and (2) requiring my contractor to comply with the uniform requirements for debris removal developed by the City of San Diego in conjunction with the County of San Diego and state agencies referenced above and which are included in the voucher package; or (3) if I choose to perform the debris removal myself, I agree to comply with the uniform requirements for

debris removal developed by the City of San Diego in conjunction with the County of San Diego and state agencies referenced above and included in the voucher package.

I also understand that in order to be eligible for the vouchers described above, this fully completed and signed form must be submitted to the City on or before November 16, 2007. The City will not accept or honor any DENIAL-OF-RIGHT-OF-ENTRY/REQUEST FOR VOUCHERS (Re: Providing Debris Removal and Cleanup on Private Property) form submitted after November 16, 2007.

I understand and agree that in the event I later decide that I want to participate in the City inspection, testing, and debris removal and clearance plan described above, I must return to the City all unused vouchers by November 16, 2007, and complete, sign, and return to the City the Right-of-Entry Permit For Providing Debris Removal and Cleanup on Private Property. I agree to reimburse the City for all used vouchers.

For purposes of this document, "City Agents" are defined as any person, agency, firm, corporation, or other entity authorized by the City to work upon the Premises including, but not limited to, the California Environmental Protection Agency and its contractors.

Owner represents and warrants that Owner has full power and authority to execute this Denial of Right-of-Entry. If Owner is an entity, Owner also represents and warrants that it has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing the Denial of Right-of-Entry on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents that fee title to the Premises is vested solely in Owners.

<p>OWNER: Property Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>APN#: _____</p> <p>By: _____ (Signature of Owner)</p> <p>Print Name: _____</p> <p>Title if applicable: _____</p> <p>Date: _____</p> <p>Alternate Address: _____</p> <p>_____</p> <p>Phone #1: _____</p> <p>Phone #2: _____</p> <p>Email Address: _____</p>
