



ARCATA-EUREKA AIRPORT TERMINAL
McKINLEYVILLE
FAX 839-3596

AVIATION

839-5401

DEPARTMENT OF PUBLIC WORKS

C O U N T Y O F H U M B O L D T

MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

PUBLIC WORKS BUILDING
SECOND & L ST., EUREKA
FAX 445-7409

CLARK COMPLEX
HARRIS & H ST., EUREKA
FAX 445-7368

ADMINISTRATION
BUSINESS
ENGINEERING
FACILITY MAINTENANCE

445-7491
445-7652
445-7377
445-7493

ENVIRONMENTAL SERVICES
NATURAL RESOURCES PLANNING
PARKS & TRAILS
ROADS & EQUIPMENT MAINTENANCE

445-7741
267-9540
445-7741
445-7421

LAND USE

445-7205

PERMISSION TO ENTER AND CONSTRUCT

COUNTY OF HUMBOLDT (Herein referred to as COUNTY)

CHAD VAN LANEN (Herein referred to as OWNER)

PROJECT: Panther Gap Road Slip Out at P.M. 0.50 (Emergency Detour Route)

A.P. Number: 107-300-005, 107-300-006, and 100-300-007

OWNER hereby grants to COUNTY, its employees, agents, and contractors, the right to enter and use the private road on the above-referenced properties, depicted on the attached exhibit, for the following purposes:

To provide a temporary detour around the slip out on Panther Gap Road at post mile 0.50 for the local residents of Panther Gap Road and emergency vehicles over the existing private road(s) traversing OWNER'S property (the "Detour Roads"). The Detour Roads will be maintained by the County during construction to meet the needs of local traffic for temporary access, conforming to the existing width, but not to County road standards. COUNTY shall bear sole obligation for ensuring that use of the Detour Roads and OWNER'S property by the County and third parties conforms to the scope of use set forth herein.

COUNTY hereby agrees:

1. To indemnify, defend and hold OWNER and the OWNER'S agents and employees harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including without limitation, attorney's fees and other costs of litigation, which may arise from or be related to COUNTY'S and all third party use of OWNER'S land for the aforementioned purpose, or arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and obligations of the COUNTY herein.

2. During the performance of its duties and obligations hereunder, COUNTY shall comply with the requirements of any and all local, state and federal laws, regulations and ordinances and administrative rules, including but not limited to, any improvements to or alteration of the Detour Roads or OWNER'S lands which may be performed by the COUNTY or the COUNTY'S agents, assigns or contractors.

3. Any fences removed or other surface improvements disturbed as part of said work shall be reinstalled by the COUNTY equal to current conditions to the extent possible. Following construction, road will be left in as good or better condition than before project.

4. This Permit to Enter and Construct (the "Permit") in no way conveys easement or title to any property. This Permit to Enter and Construct does not authorize access and use beyond the road depicted in the attached exhibit. Rent of **\$500/month** shall be paid for the temporary use of the existing private road on OWNER'S property for the duration of use, including for the period of use (February, 2019) specified in the existing permit for use between the parties. Rent shall be paid in full within 30 days following the end of the term specified in this Permit. OWNER shall provide to County a W-9 with a Taxpayer ID Number or Social Security Number as required by the IRS in all real estate transactions.

5. It is expressly understood by the parties hereto that this Permit does not in any way indicate the intent of OWNER to sell, or of COUNTY to purchase, the Detour Roads at any future date and this Permit shall not commit OWNER in any way other than to dedicate the Detour Roads to public use for a temporary period. Upon the expiration or termination of this Permit, the Detour Roads shall revert to OWNER with no resulting impairment of OWNER'S right and title to the Detour Roads which existed prior to the execution of this Permit.

6. Should any equipment be installed on the OWNER'S property for a duration longer than the term of this Permit, the County shall compensate OWNER.

7. COUNTY shall schedule monthly meetings with landowners to review maintenance, traffic limitations, signage, security and other issues of concern to OWNER.

8. The waiver by OWNER of a breach under this Permit shall not be deemed to be a waiver of any such breach in the future, or the breach of any other requirement of this Permit.

9. Should OWNER commence and prevail in any legal action or proceeding, including an action for declaratory relief, against the COUNTY for COUNTY'S failure to perform or keep any provision of this Permit, OWNER shall be entitled to recover court costs and reasonable attorney fees incurred by OWNER, and such recovery shall include costs and fees on appeal, if applicable. As used herein, "prevail" shall include dismissal of an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as by the party in whose favor final judgment is rendered.

10. Unless renegotiated prior to March 31, 2019, this Permission to Enter and Construct shall expire on **March 31, 2019**. During this time COUNTY shall continue to seek a permanent repair or detour of Panther Gap Road.

11. COUNTY shall reimburse up to Six Hundred Dollars (\$600.00) in properly invoiced legal fees related to the review of agreement(s) between COUNTY and OWNER related to the detour of Panther Gap Road.

DATED: 2-28, 2019

SIGNATURE Chad Van Lanen
PRINTED NAME Chad Van Lanen

COUNTY OF HUMBOLDT:

BY _____
Tom Mattson, Director
Humboldt County Public Works