

OAKRIDGE MOBILE HOME PARK

RESIDENT RIGHT-OF-ENTRY PERMIT

(For providing Disaster Related Debris Removal on Private Property)

WHEREAS, in November 2008, a series of wind driven fires raged across Southern California, including the Sayre wildfire. The Sayre fire started on November 14, 2008 in the Sylmar section of Los Angeles and caused the destruction of approximately 500 mobile homes, in Oakridge Mobile Home Park ("Oakridge"). The loss of more than 500 residences is the worst loss of homes due to fire in the history of the City of Los Angeles ("City"), exceeding the loss of 484 residences in the 1961 Bel Air fire; and

WHEREAS, the owner of Oakridge ("Oakridge LTD") has informed the City that neither it nor the displaced residents of Oakridge responsible for removing the ash and other debris from their individual homesites possess the necessary resources to comply with a notice to abate and remove the fire ash and debris that resulted from the Sayre Fire issued by the City's Department of Building and Safety and that, as a result, an imminent health hazard at the Oakridge site will remain unabated unless the City acts to abate and/or remove the imminent hazard;

WHEREAS, in return for the City using its Police Power as delegated from the State Department of Housing and Community Development (HCD) to enter upon the real property of Oakridge LTD to remove and/or abate the imminent hazard to human health and public property which continues to exist on the Oakridge site, Oakridge LTD has entered into a Right of Entry Permit ("Permit") with City that, among other things, allows the City its officers, employees, agents, contractors and subcontractors, to enter upon the Oakridge site to remove and/or abate the imminent hazard;

WHEREAS, the Permit further requires that, among other things, Oakridge LTD identify and secure any insurance proceeds from any insurance policies held by or owned by the individual residents and/or lessees of homesites at Oakridge displaced by the Sayre Fire (“Resident”) which provide benefits related to debris removal and disposal after a disaster event such as the Sayre Fire.

WHEREAS, the Permit, among other things, pursuant to federal law commands that all such insurance proceeds shall inure to the benefit of the City and be paid to the City in order to offset the costs of properly collecting, removing and disposing of the fire ash and *other* fire related debris which currently exists on Residents’ homesites;

WHEREAS, in return for the City using its Police Power as delegated from the State Department of Housing and Community Development (HCD) to enter upon the Oakridge site and Residents’ individual homesites to remove and/or abate the imminent hazard to human health and public property which continues to exist on Resident’s homesite, Resident agrees as follows:

Resident hereby permits the City its officers, employees, agents, contractors and subcontractors (“City”), to enter upon Resident’s individual homesite at the Oakridge site commonly identified by Assessor’s Parcel Number (APN) 2582002017, and by street address as 15445 N. Glenoaks Boulevard, City of Los Angeles, State of California (“Premises”), upon the following terms and conditions:

1. Grant of Right-of-Entry. Resident hereby grants City a right-of-entry (“Permit”) onto, over, in, and under Resident’s individual homesite at the Premises for the purpose of inspecting the homesite, testing materials on the homesite, removing, clearing and proper disposal of any or all fire-generated debris of whatever nature including but not limited to ash, fire-damaged structural elements and remains, foundations, vehicles, other debris, damaged trees that impede other work or present a safety hazard, and waste or other materials from the homesite.

2. Private Insurance Coverage. Most homeowner insurance policies or similar policies have coverage to pay for the costs of removal of wildfire-generated debris. This coverage may or may not be obvious in the language of the policy. Resident must cooperate with Oakridge LTD and the City throughout the insurance claims process for all applicable insurance policies, as set out below.

a) Coverage Statement And Policy Information. Check one: The structures your manufacture home and accessory structures on the Premises (___were,___ were not) insured for fire at the time of the fire.

If Resident's manufactured home and/or accessory structures were insured, **all of the information listed below must be provided.** If the manufactured home and accessory structures and their contents were insured by more than one policy (e.g., by a homeowner policy on the structure, and/or personal property policy on the contents), **the information listed below must be provided for each policy.** Attach additional sheets if necessary.

Policy holder(s): _____

Insurance company name: _____

Insurance policy number: _____

Insurance company address for claims: _____

Agent's name and address:

Agent's phone number:

Has the insurer been notified of this loss? (yes or no)

If so, when was notice provided? _____

How and where was notice provided?

- b) Resident agrees to provide a complete copy of the insurance policy or policies to Oakridge LTD as soon as possible. Resident agrees to provide to Oakridge LTD a copy of any claim or loss statement tendered to insurer when that statement is provided to the insurer.
- c) Resident agrees to provide Oakridge LTD a copy of any settlement statement or agreement within five days after that statement or agreement is received from insurer.
- d) Resident agrees not to enter into any confidentiality agreement with insurer that would impede the ability of Oakridge LTD to provide the information set about above to Oakridge LTD.
- e) Resident further agrees that Oakridge or City may request copies of any insurance policy, claim or loss statement, or settlement statement or agreement directly from insurer or from Resident's agents or attorney. Resident hereby instructs his or her insurers, agents, and attorneys to provide such documents directly to Oakridge LTD at Oakridge LTD's request.

If Resident indicated in 2(a) above that the Resident's manufactured home and accessory structures were not insured, Resident certifies under penalty of perjury that there was no insurance in effect at the time of the fire which may provide coverage for the costs of inspection, testing or debris removal or clearance.

3. Prohibition on Duplication of Benefits. Resident understands that, pursuant to federal law, if Resident receives federal financial assistance to cover the costs of inspection, testing or debris removal and clearance, Resident will be required to reimburse such federal financial assistance to the *City*, to the extent those costs are covered by Resident's insurance policy or some other source. (42 USC §5155, et seq.)

Resident (___has,___has not) and (___will,___ will not) receive(d) any compensation for inspection, testing, and/or debris removal and clearance from any other public source including Small Business Administration ("SBA"), individual and family grant program, or any other public assistance program.

4. Insurance Proceeds.

- (a) City's Limited Reimbursement from Insurance Proceeds. Resident will advise Oakridge LTD in writing within 10 days of Resident's receipt of any insurance settlement proceeds for fire-related inspection, testing, or debris removal and clearance regarding Resident's homesite. Resident further agrees to reimburse City within 30 days of Resident's receipt of such insurance proceeds by delivery of these proceeds by check to Oakridge LTD. If these proceeds are paid in a separate check designated for these purposes, the check shall be endorsed to "City of Los Angeles" and delivered to Oakridge LTD. If the proceeds are identified as dollar amount that is a portion of a larger payment, Resident shall pay that identified amount to City by check and delivered to Oakridge LTD. City will track its costs for the inspection, testing, debris removal and clearance work conducted by the City on the Oakridge site, including resident homesites. In the event the insurance proceeds fairly allocated or awarded for fire related inspection, testing, or debris removal are less than the costs of inspection, testing, and debris removal and clearance incurred by the City, Resident will not be responsible for the difference. If the

insurance proceeds for the costs of inspection, testing, and debris removal and clearance exceed the City's cost of inspection, testing, and debris removal and clearance, City shall have no right to any such excess proceeds.

(b) Audits. All disaster-related funding received by Oakridge LTD/Resident, including that for inspection, testing, or debris removal and clearance on private property is subject to audit.

5. Release. Resident releases, discharges and waives any and all claims in law or equity, for loss, damage, expense, personal injury, charges or costs of any kind or character, including attorneys' fees and expenses and court costs (hereinafter collectively referred to as "Claims"), which Resident could assert arising out of, related to or in any way connected to actions arising out of this Permit, against City, the United States Government including the Federal Emergency Management Agency ("FEMA") and all other Federal agencies and departments, the State of California including its agencies and departments and political subdivisions, and any of the officers, agencies, agents, contractors, subcontractors, employees, and volunteer of those entities and Oakridge LTD, its directors, officers, employees, managing agents, members, agents, partners, attorneys, consultants and affiliated entities.

6. Hold Harmless. Except for the active negligence or willful misconduct of City, Resident shall indemnify and hold harmless City, the United States Government, the Federal Emergency Management Agency (FEMA), the State of California and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, and Oakridge LTD, its directors, officers, employees, managing agents, members, agents, partners, attorneys, consultants and affiliated entities against any and all claims, deductibles, self insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and expenses and court costs (hereinafter collectively

referred to as "Claims"), which arise out of, related to or are in any way connected to actions arising out of this Permit, including Claims from third parties.

7. No Oakridge LTD or City Assumption of Liability for Damage to Homesite. In consideration of the assistance City is providing to Oakridge LTD and Resident under the City's Permit with Oakridge LTD and this Permit, Oakridge LTD and City assume no liability or responsibility, and Resident shall not seek to recover from City, the United States Government, FEMA, the State of California, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, and/or Oakridge LTD, its directors, officers, employees, managing agents, members, agents, partners, attorneys, consultants and affiliated entities the costs of remediating any damages to Resident's homesite incurred as a result of acts or omissions taken pursuant to the City's Permit with Oakridge LTD and/or this Permit.

8. Authority. Resident represents and warrants that Resident has full power and authority to execute and fully perform Resident's obligations under this Permit. If this Permit is executed on behalf of Resident by a representative or other agent of Resident, Resident also represents and warrants that such representative or other agent has such power and authority pursuant Resident's consent and authorization to execute this Permit on Resident's behalf, without the need for any further action, and that the person(s) executing this Permit on behalf of Resident are the duly designated representatives or other agents of Resident and are authorized to do so: Resident expressly represents and warrants that the leasehold right to possession of Resident's homesite subject to this Permit is vested solely in Resident.

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

13. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all parties to this Permit.
14. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
15. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.
16. Notices. Any notice required hereunder shall be provided as follows:

For the Oakridge LTD:

Delivery to Oakridge Mobile Home Park Temporary Management Office at the Oakridge Site,

OR

Mail To:

Name: OAKRIDGE LTD

Address: P.O. Box 4098
Fullerton, CA 92835

For the Resident:

Name: _____

Address# 1:

Address#2:

Phone number: _____

Cell phone number: _____

Work phone number: _____

Email address: _____

- 17. Declaration Under Penalty Of Perjury. If Resident indicated above that the manufactured home and/or accessory structures on Resident's homesite are not insured, Resident certifies under penalty of perjury under the laws of the state of California that there was no insurance in effect applicable to the manufactured home and/or accessory structures on Resident's homesite at the time of the fire.

IN WITNESS WHEREOF, Resident and Oakridge LTD executed this Permit effective as of the date of the Oakridge's signature below.

RESIDENT:

HOMESITE NUMBER AT
OAKRIDGE

(Resident's signature)

Print Name _____

Date: _____

Phone # I : _____

Phone #2:

E-mail address:

OAKRIDGE LTD:

By: _____