



COUNTY OF LAKE
COMMUNITY DEVELOPMENT DEPARTMENT
Code Enforcement Division
Courthouse - 255 N. Forbes Street
Lakeport, California 95453
Telephone (707) 263-2309 FAX (707) 263-2225

CONSENT TO INSPECT RIGHT-OF-ENTRY PERMIT

Date 12/05/22

Leubner, Milos
5323 Jamie Lane KELSEYVILLE CA

Case No.: ENF22-00878
Subject Property: 5323 Jamie Lane KELSEYVILLE CA

Lake County Code Enforcement has reason to believe violations of the Lake County Code are currently existing and/or occurring on the above mentioned property and have not been corrected as instructed to do so. Due to this failure to correct the violations existing on the property, Lake County Code Enforcement is pursuing an action to abate those existing violations.

At this time, Lake County Code Enforcement is requesting your permission and consent to conduct an inspection of the property. Attached for the owner and/or occupants completion is a "Right-of-Entry" permit that allows Lake County Code Enforcement to access the property to perform an inspection of the property for violations of the Lake County Code. The inspection is not meant to be intrusive and only for those violations which Lake County Code Enforcement has information and belief to exist on the property.

Failure to execute the attached permit or to contact and communicate with Lake County Code Enforcement within ten (10) days, will result in Lake County Code Enforcement pursuing all avenues and remedies available within the law, including, but not limited to an inspection warrant to access the property. Your attention and cooperation is truly appreciated in this matter.

Name **MICHAEL HERRINGSHAW**
Code Enforcement Officer
Community Development Department
County of Lake



CONSENT TO INSPECT RIGHT-OF-ENTRY PERMIT

Date: 11/01/2022

County of Lake


Code Enforcement

255 N. Forbes Street, 3rd Floor

Lakeport, CA 95453

Property Address: 5323 Jamie Lane. Kelesville CA

APN#: 088-031-030

I, Leubner, Milos  (Owner/ Occupant), hereby permit the County of Lake, its officers, employees, agents, contractors and subcontractors (County), to enter the Owner's property located by the above-referenced address for those purposes described in paragraph one of this document.

1. Grant of Right-of-Entry for (inspection / abatement). Permission is hereby granted and Owner hereby grants to the County, its officers, employees, designees and/or permittees a right of entry ("Permit") to enter upon the Property, and all related appurtenances thereto, for the purpose of abatement, inspecting, removing and clearing of whatever nature including but not limited to any and all nuisances existing on the property, any and all issues not in compliance with the Lake County Code, rubbish, burnt materials, inoperable vehicle(s), open and outdoor storage, grass, brush and dead vegetation or other materials from the Property, subject to the terms and conditions set forth in this Permit, and to perform all incidents necessary thereto. It is fully understood that this Permit does not create any obligation on the County to perform any or all grass, brush and dead vegetation clearance. **This is not a request for a permanent easement and/or right-of-way and their permission will automatically terminate upon completion of said work.**

2. Indemnification – Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless the County, agents, contractors, subcontractors, employees and volunteers, 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 court costs (hereinafter, collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and hereby release, discharge, waive any claims any action, in law or equity, arising therefrom.



CONSENT TO INSPECT RIGHT-OF-ENTRY PERMIT

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

4. Costs of Abatement / Lien (if, applicable to an abatement action)

I, Leubner, Milos (Owner), acknowledge and understand the work performed by Lake County and its contractors and the costs of such abatement shall become a charge against the premises unless paid through a Code Enforcement Debt Reduction Agreement, or alternatively referred to a debt collection agency, and those costs shall be made a special assessment against the premises. Said special assessment may collected at the same time and in the same manner as is provided for the collection of ordinary county taxes, and shall be subject to the same penalties interest and to the same procedures of foreclosure and sale in the case of delinquency as is provided for ordinary county taxes.

I, Leubner, Milos (Owner), acknowledge and understand the work performed by Lake County and its contractors and the costs of such abatement shall be estimated for the amount of \$6,500.00. Attached is a copy of the estimate from the contractor. I further understand this is only an estimate and actual cost can vary.

5. Notices. Any notice required hereunder shall be provided as follows

Name: Michael Herringshaw
Department: Community Development Department
Address: 255 N. Forbes St, Lakeport, CA 95453 Phone Number: (707)263-2309

For the Property Owner/Person with Legal Authority:

Name: Milos Leubner
Address: 5323 Jamie Lane Kelseyville
Phone Number: _____ Email: _____

Signature of Property Owner/Person with Legal Authority
Accepted by the County of Lake

By: MICHAEL HERRINGSHAW
