

6. If the Director of Public Works determines that circumstances in or near the city property constitute an immediate threat to public health or safety, the City shall have the right to remove so much of the encroaching structure as is deemed necessary by the City without prior notice to property owner. In such a case, the City shall give the property owner written notice of the decision to remove some or all of the encroachment within twenty-four (24) hours after commencement of the removal process. The notice shall describe the reasons for the emergency action. All costs of emergency removal by the City shall be reimbursed to the City by the property owner.

7. Costs of removal borne by the City for which the property owner fails to reimburse the City shall constitute a special assessment against the property. The City may record a notice of lien against the property for the amount of the assessment, which shall be collected in the same manner as a lien for the abatement of a nuisance as set forth in Section 6.16.2 of the Piedmont City Code and any successor statutes or ordinances. In addition, after being recorded, the lien may be foreclosed by judicial or other sale in the manner and means provided by law. The City shall also have the right to collect such sums by any other means provided by law. Property owner shall pay to the City an amount equal to the costs incurred by the City in efforts to collect the amounts due under this agreement, including attorneys' fees.

8. The City is not responsible for replacing or reimbursing property owner for any structures or improvements or anything else removed from encroaching on the City real property.

9. Property owner shall be responsible for any damage caused to the City property or easement by anything whatsoever placed upon City property or easement by or on behalf of property owner. Property owner further agrees to hold the City of Piedmont harmless and defend the City at the sole expense of property owner, against any claims, damages, injuries or lawsuits whatsoever from other persons or entities relating to damages or injuries caused by or resulting from the placing of anything over the City real property or easement by or on behalf of property owner.

10. The terms of this permit are binding upon the property owner's assigns and successors in interest.

Date: _____
Chester Nakahara, Director of Public Works
CITY OF PIEDMONT

Date: _____
Print Name: _____

Date: _____
Print Name: _____

Exhibit "A"

Description

All that certain real property situated in the City of Piedmont, County of Alameda, State of California described as follows:

Commonly known as: _____

Alameda County APN Number: _____

California All-Purpose Acknowledgment

State of California)
County of Alameda)

On _____ before me, _____,
Name & Title of Officer
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above