



JASON HEMMENS
DIRECTOR

DEPARTMENT OF PARKS AND RECREATION
5510 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123
(858) 565-3600
www.sdparks.org

RIGHT-OF-ENTRY PERMIT APPLICATION

1. Applicant Information

Date of Application: _____

Please provide the full name and contact information of the person/entity requesting access.

Applicant or Company Name:	
Contact Person:	
Street Address:	
City, State, Zip:	
Telephone:	
Email:	
State Contractor's License No.: (If applicable)	

2. Property Location

Please list the DPR properties to which you are requesting access. List all Assessor Parcel Numbers (APNs) where the proposed activities would occur and those that would be accessed to reach the activity locations. APNs can be found using the SanGIS Parcel Lookup Tool (<https://sangis.org>). Submit a map depicting the properties and APNs.

Park/Preserve Name(s):	
APN(s):	

Check the box to confirm you have created a map showing the properties and APNs listed in this application: ☐

3. Access Details

Please indicate the relevant timeframes for your request and number of people anticipated to be on site. Start date must be at least 4 weeks from date application is received by DPR.

Requested Start Date:	
Requested End Date:	
Number of Visits:	
Frequency of Visits:	
Hours of Use:	
# of Persons: (If needed, list additional names/organizations)	

Please check the box that best describes the type of activity proposed.

5. ROE Status

If so, date of issue: _____ If so, date of issue: _____

Please include the full scope and broad context of the research/project; i.e. where will the research be performed (nationwide, California wide, Southern CA, County and Cities, or SD County only) and what the collected information will be used for (school project, school thesis, publication, other agency research, contracted research, community event/project, etc.). In addition, please indicate the purpose, provide a summary and describe the activities you are proposing to conduct on County property. Please list the methods, equipment or materials that will be used and if proposed activities involve soil-moving, off-trail use, vehicle use, specimen collection or creation of loud noises. Do not attach a pre-existing document in lieu of this summary. Attach additional pages, if needed.

List any local, state, and federal permits required for the proposed activities. Submit copies of these permits with this application. **Please note:** It is the responsibility of the Applicant to obtain all required permits prior to conducting activities on DPR property.

Agency	Permit Type	Applied	Issued
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

☐ No other permits are required
 ☐ Unknown whether other permits are required

The County requires Permittees to be insured for damage resulting from liability by the Permittee and/or any of their agents in the amount of \$1,000,000 and adhere to the insurance requirements listed in the Standard Conditions section.

- ☐ Proof of Insurance is attached
- ☐ Proof of Insurance will be submitted separately *(must be received prior to issuing permit)*

This “**Conditions for Right of Entry**” (ROE) form must be signed and dated and returned with the “**ROE Permit Application**.” You must agree to the conditions outlined below before the permit application can be processed. These conditions will be included in the approved ROE permit along with additional conditions that will reflect the scope of the project and work to be completed on DPR property.

STANDARD CONDITIONS FOR RIGHT OF ENTRY PERMIT

Project/Research Findings PERMITTEE shall submit raw data, draft findings, survey results and final reports to PERMITTOR. **Prior to disseminating data to (1) academic publications, (2) print media, (3) mass media, (4) social media, or (5) any other research organizations, public agencies, wildlife agencies and/or the general public, PERMITTEE must submit all data to PERMITTOR and take PERMITTOR input/feedback into account.** PERMITTOR shall be allowed up to two weeks to review and respond to research findings before release. Any GIS data acquired shall also be submitted in [SanBIOS format](#). All pictures of wildlife obtained on County property and GIS data points of wildlife is due to DPR on the day of acquisition under the terms of this permit. Delivery of the draft report(s)/findings shall be sent electronically to ParksROEPermit@sdcountry.ca.gov after research is completed. PERMITTEE must contact the ROE Permit Coordinator by the end of the permit term or when research is complete (whichever comes first) to notify DPR of when a draft report will be available for review, if applicable.

Revocable Permit or Termination This Permit may be revoked or terminated at will by PERMITTOR in its sole discretion at any time for any reason. PERMITTOR shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waive any claim for expense or loss which PERMITTEE might incur as a result of PERMITTOR’s revocation or termination of this Permit.

Violations Failure to respect the termination date or earlier termination of this Permit by continuing to access County land after the specific end date of the Permit may jeopardize the ability to obtain future Permits. In addition, accessing County land with an expired Permit or without first obtaining such Permit is considered a violation under **ARTICLE 2. PRESERVATION OF COUNTY PARK FEATURES AND PUBLIC HEALTH AND SAFETY** and may be subject to criminal and/or civil penalties (**SECTION 41.107 VIOLATIONS**).

Restore and Vacate Prior to the expiration or PERMITTEE's earlier termination of this Permit, PERMITTEE shall restore the Permit Area to its previous condition on the Effective Date, with the exception of natural processes and any changes resulting from PERMITTEE's actions under the scope of this Permit. Upon PERMITTOR's expiration or termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and restore the Permit Area to its condition on the Effective Date, with the exception of natural processes and any changes resulting from PERMITTEE's actions under the scope of this Permit, and vacate the Permit Area.

Superior Interests This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

Maintenance of the Permit Area PERMITTOR shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter caused by the Permit Use. PERMITTEE shall clearly label their

equipment/supplies (if to be left on-site overnight) with PERMITTEE's name, phone number, and permit number.

Inspection PERMITTOR may at all times enter and inspect the Permit Area. PERMITTEE shall notify DPR staff of any unusual or unauthorized activities noted while in the Preserve.

Improvements/Alterations PERMITTEE shall not construct any permanent improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of PERMITTOR. There shall be no removal of earth/soil, sand, gravel, rock or any minerals or any activities disturbing, disfiguring, marking on or destroying any cave, rock formation or any other naturally occurring feature. Any negative physical impact to the Permit Area will be restored and/or corrected to the satisfaction of the Director of the Department of Parks and Recreation.

Insurance PERMITTEE shall maintain liability insurance with limits not less than \$1,000,000 for any damages arising from the acts or omissions of PERMITTEE or its agents or employees. PERMITTEE must provide an Additional Insured endorsement naming PERMITTOR as an Additional Insured, and PERMITTOR must also be listed in the Certificate Holder section of the Certificate of Insurance. Proof of this insurance must be provided to PERMITTOR before the Permit is issued.

Indemnification PERMITTEE shall defend, indemnify, and save harmless PERMITTOR, its officers, agents, and employees from and against any and all claims (whether valid or alleged), demands, actions, suits, damages, losses, judgments, liabilities, expenses and costs, including but not limited to, court costs and reasonable attorney's fees incurred by PERMITTOR on account of any such claims, demands, or liabilities, and from loss of any kind or nature arising out of, resulting from, or in connection with this Permit. PERMITTEE's obligation shall apply whether or not there is concurrent, active, or passive negligence on the part of the PERMITTOR, its agents, officers, or employees.

No Nuisance PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area. PERMITTEE must make all necessary precautions and coordinate all efforts with DPR staff to ensure the safety and security of the Permit Area at all times.

Assignment and Sublicense PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without PERMITTOR's prior written consent.

Failure to provide requested reports or deliver on any condition of this right of entry permit may be grounds for revocation of the permit and may result in denial of any future permits.

☐ I have read and agree to accept the "**Standard Conditions for Right of Entry Permit**". I understand there will be additional conditions in the final permit specific to my request and by signing below I agree that the performance of any work under this Permit shall constitute an acceptance of all conditions.

Signature: _____
Permittee

Date: _____

These conditions must be signed and returned with the Right of Entry Permit Application.