

RED File No.: COP 30930
OWNER: County of Sacramento (DGS)
APN: 215-0140-014 & 016
Project: Linda Creek Park Surplus Sale

PERMIT-TO-ENTER

This Permit-to-Enter (hereinafter referred to as "Permit") is dated for reference purposes as of _____ and is made by and between **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____, (hereinafter referred to as "PERMITTEE").

The parties hereby agree as follows:

1. **Premises** – COUNTY grants PERMITTEE and its authorized agents non-exclusive permission to enter onto the property identified as APNs 215-0140-014 and 215-0140-016 located south of E Street between Dry Creek Road and 16th Street, Rio Linda, CA 95673 (hereinafter referred to as "Premises"), and more particularly described and shown in Exhibit "A" attached hereto and incorporated by reference for the Purposes herein after described.
2. **Purpose** – The sole purpose of this Permit is to allow PERMITTEE to enter upon and have ingress to and egress from the Premises for due diligence purposes related to the intended purchase of the Premises (hereinafter referred to as "Project"). PERMITTEE's use of the Premises shall be limited to the scope described in Exhibit "B", attached hereto and incorporated herein by this reference, and shall be in accordance with the following conditions:
 - PERMITTEE shall provide COUNTY twenty four (24) hours' notice prior to entering the Premises. Notice shall be in writing and emailed to Michael Colbert at ColbertM@saccounty.net, or designee.
 - PERMITTEE shall provide fencing, temporary gates, and signage sufficient to address public safety and to prevent any Project related increased opportunity for trespass onto the Premises.
 - PERMITTEE shall at all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.
 - No trash or other evidence of Project visits will be left on the Premises.
 - All PERMITTEE staff and authorized agents will carry identification.
 - No firearms will be permitted.
 - Smoking is prohibited.
 - All machinery and vehicles will be equipped with spark arrestors.
 - All vehicles will stay on roads; no off-road vehicles will be permitted.
3. **Term** – This Permit shall commence when this document is fully executed by all parties (hereinafter referred to as "Commencement Date"). This Permit shall expire at 11:59 p.m. local time on _____ (hereinafter referred to as "Expiration Date"), or terminate at such time as PERMITTEE has completed its work, whichever is earlier. PERMITTEE agrees to notify COUNTY when Project is completed.

4. **Permit Costs** – There is no cost for this Permit.
5. **Expenses** – PERMITTEE shall bear any and all costs and expenses associated with Permit and use of Premises by PERMITTEE.
6. **Termination** – COUNTY may at any time and without cause terminate this Permit in whole or in part at any time during the term hereof by giving the PERMITTEE notice in writing at least ten (10) days prior to the date when any such termination shall become effective.
7. **Surrender/Restoration** – PERMITTEE shall peaceably surrender possession of the Premises upon expiration or sooner termination of this Permit and restore the Premises as provided in Paragraph 2 of this Section, excepting reasonable wear, destruction by lightning or other natural causes, or fire not caused by the acts or omissions of PERMITTEE, its officers, agents, employees, subcontractors, customers, invitees, or other persons doing business with PERMITTEE, or on the Premises with the consent of PERMITTEE.

PERMITTEE shall restore the Premises to the condition it was in immediately prior to PERMITTEE's entry onto the Premises for PERMITTEE's Project purposes, and restore it to the reasonable satisfaction of COUNTY, in the sole discretion of COUNTY. PERMITTEE shall submit to COUNTY photographic documentation of the Premises condition prior to entry under this Permit and of the Premises as restored by PERMITTEE upon expiration or termination.

Upon expiration or termination of this Permit, PERMITTEE shall promptly remove all personal property not owned by COUNTY from the Premises. All injury or damage to COUNTY property, both real and personal, caused by such removal shall be repaired at PERMITTEE's sole cost and expense. PERMITTEE shall remove such personal property within thirty (30) days of such expiration or termination. Should PERMITTEE fail to remove or dispose of such property in a manner satisfactory to COUNTY, COUNTY may, at its election, consider such property abandoned and may dispose of same at PERMITTEE's expense, or after sixty (60) days of such expiration or termination, and declare the personal property of PERMITTEE to be COUNTY property.

8. **Damage** – PERMITTEE shall be responsible for any personal injury or property damage caused by its acts or omissions.

No work performed by PERMITTEE shall cause any unreasonable interference with the constant, continuous and uninterrupted use of the Premises by COUNTY, its officers, agents, contractors, lessees, licensees or others. PERMITTEE shall undertake all activities hereunder so as to minimize any damage or destruction of the fences, pipelines, facilities, equipment, or other property or appurtenances of COUNTY, its lessees or licensees. PERMITTEE agrees to reimburse COUNTY for any such damage or destruction, or upon mutual agreement to replace or restore said fences, pipelines, facilities, equipment, or other property to COUNTY's satisfaction.

The provisions of this Paragraph shall survive the expiration or termination of this Permit.

9. **Environmental Fines and Penalties** – Notwithstanding the foregoing, PERMITTEE shall assume responsibility for and payment of any fines or penalties levied on either the COUNTY or PERMITTEE by any applicable local, state or federal authority (hereinafter Authority) for breaches by PERMITTEE of the Authority's environmental regulations. PERMITTEE agrees to be solely liable for the payment of all fines and penalties resulting from PERMITTEE's breach of Authority's

environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of COUNTY.

In addition, PERMITTEE understands and acknowledges that, during the course of the activities allowed by the Permit, the environmental regulations implemented or imposed by the Authority on the COUNTY and PERMITTEE may change and PERMITTEE specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on the COUNTY or PERMITTEE.

The provisions of this Paragraph shall survive the expiration or termination of this Permit.

10. Indemnification -

To the fullest extent allowed by law, PERMITTEE shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the PERMITTEE, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the PERMITTEE, or for which the PERMITTEE is legally liable under law regardless of whether caused in part by an Indemnified Party. PERMITTEE shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the PERMITTEE or the PERMITTEE’s contractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Permit.

11. Insurance or Self-Insurance –

(a) **Requirement.** Throughout the term of this Permit and any extension(s) hereto, PERMITTEE shall, at its sole cost and expense, maintain insurance in the kinds and amounts as set forth in **Exhibit “C”**. PERMITTEE shall furnish COUNTY with evidence of coverage as provided in Exhibit “C” prior to commencement of any of PERMITTEE’s activities on the Premises as permitted under the terms of this Permit.

(b) **Termination.** Failure by PERMITTEE to maintain any of the required insurance, or to provide COUNTY with the required evidence of insurance as set forth in Exhibit “C”, shall constitute a breach of this Permit and entitle COUNTY to terminate this Permit without further notice to PERMITTEE.

PERMITTEE shall provide COUNTY proof of insurance or self-insurance upon PERMITTEE’s execution of this Permit.

12. **Compliance with Laws** – In the prosecution of the work covered by this Permit, PERMITTEE shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, PERMITTEE shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by PERMITTEE to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against COUNTY, PERMITTEE shall reimburse and indemnify COUNTY for any such fine, penalty, cost or charge, including without limitation attorney’s fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 9 above). PERMITTEE further agrees in the event of any such action, upon notice thereof being provided by COUNTY, to defend such action free of cost, charge or expense to COUNTY. The provisions of this Paragraph shall survive the expiration or termination of this Permit.

- a. **Stormwater Quality** – Prior to commencement of construction of the Project, COUNTY Stormwater Quality staff shall certify the Stormwater Pollution Prevention Plan (SWPPP) which must meet all requirements of the Sacramento County Storm Water Ordinance (Sacramento County Code Section 15.12). The SWPPP must include all of the components required by the Construction General Permit as well as temporary construction BMPs (Best Management Practices) at the Premises. The County of Sacramento Department of Water Resources (DWR) reserves the right to approve and/or revise the permanent stabilization proposed in the SWPPP. Prior to commencing construction, the certified SWPPP shall be submitted to the California Regional Water Quality Control Board (RWQCB) by the PERMITTEE.

DWR staff will monitor the Project for continued compliance with the Sacramento County Storm Water Ordinance. Should PERMITTEE, PERMITTEE’s contractors, agents or assignees receive notice from the County and/or the RWQCB that a violation has occurred or is imminent, all work other than corrective action related thereto shall be immediately suspended until the corrective action is deemed satisfactory by the County and/or the RWQCB. Time is of the essence. Failure to comply may result in an immediate suspension of this Permit until the Project is deemed by the County and/or the RWQCB to be in compliance. For purposes of this paragraph, the parties intend that the word “PERMITTEE” shall include the PERMITTEE named herein, its Federal and/or State sponsors and their contractors, agents, or assignees.

The County Department of Water Resources Stormwater Quality Program Manager, (827 7th Street, Room 301, Sacramento, CA 95814; Phone (916) 874-7156) will be contacted concerning any questions related to this Paragraph.

13. **Endangered Species** – PERMITTEE shall at all times and in all respects comply with all environmental laws and any amendments thereto affecting PERMITTEE’s use of and operation on the Premises, including all federal, state and local laws, ordinances and regulations relating to endangered, threatened and other sensitive species. Without limiting the generality of the foregoing, reference is made to the provisions set forth in the California Endangered Species Act (California Fish and Game Code Section 2050, et seq.); the Federal Endangered Species Act (16 U.S.C. Sections 1531 – 1543); and the Federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712).

PERMITTEE shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession or destruction of any protected species. This includes birds-of-prey, and the take, possession or destruction of the eggs and nests of any such bird. Furthermore, elderberry shrubs or trees are known to exist in the Premises vicinity. Elderberry shrubs are host

plants for the Valley Elderberry Longhorn Beetle (VELB), listed as Threatened under the federal Endangered Species Act. Therefore, no elderberry shrub or tree shall be disturbed without an appropriate permit from the United States Fish and Wildlife Service.

- 14. **Cultural Resources** – Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any of PERMITTEE’s activities, then work shall be immediately suspended and the Sacramento County Department of Planning and Environmental Review (PER) shall be immediately notified at (916) 874-6141. At that time, PER will coordinate any necessary investigation with the appropriate specialists as needed. PERMITTEE shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.
- 15. **Attorney’s Fees and Costs** – Any party may bring a suit or proceeding to enforce or require performance of the terms of this Permit, and each party in that suit or proceeding shall be responsible for its own attorney’s fees and costs.
- 16. **Maintenance** – PERMITTEE shall care for the Premises, including the approaches thereto and all appurtenances of the Premises, including but not limited to, all fences, gates, wells, ditches, roadways, and levees with its associated flood control features, and maintain them in the same condition as received at the commencement of the Project, normal wear and tear excepted.
- 17. **Notices** – Any notice required to be given hereunder, or which either may wish to give, shall be in writing and shall be personally delivered or sent by certified mail or registered mail, postage paid, addressed as follows:

Or to such other place as either party may designate by written notice:

COUNTY

County of Sacramento
Real Estate Division
Attn: Asset Management Section
3711 Branch Center Road
Sacramento, CA 95827
Phone: (916) 876-6200
Email: ColbertM@sacounty.net

PERMITTEE

Name _____
Address _____

Phone: (____) _____
Email: _____

- 18. **Amendments** – Modifications or amendments to the terms of this Permit shall be in writing and executed by both Parties.
- 19. **Successors and Assigns** – This Permit shall bind the successors and assigns of COUNTY and PERMITTEE in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 20. **Interpretation and Enforcement** – Interpretation and enforcement of this Permit shall be governed by the laws of the State of California.

21. **Entire Agreement** – This Permit Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.
22. **Authority of Signators** – Each party to this Permit warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Permit and all related documents.
23. **Authority of Director** – The Director of the Department of General Services shall administer this Permit on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director, or any duly authorized officer or employee of the COUNTY acting on behalf of the Director, shall be vested with all rights, powers, and duties of COUNTY hereunder. With respect to matters hereunder subject to the approval, satisfaction, or discretion of COUNTY or the Director, the decision of the Director in such matters shall be final.
24. **Construction of Permit** – Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Permit. Whenever required by the context of this Permit, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Permit have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Permit and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Permit. All exhibits referred to in this Permit are attached and incorporated by this reference.
25. **Statement Regarding a Certified Access Specialist** – Pursuant to California Civil Code §1938, the COUNTY states that the Premises:
- Have not undergone an inspection by a Certified Access Specialist (CASp).
 - Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.
 - Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

26. **Not an Interest in Real Property** – PERMITTEE acknowledges that this Permit does not convey any interest in real property now or in the future.

27. **Duplicate Counterparts** – This Permit may be executed in duplicate counterparts. The Permit shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Permit, with such scanned signatures having the same legal effect as original signatures. This Permit may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

The Remainder Of This Page Is Intentionally Left Blank.

IN WITNESS WHEREOF, the parties have executed this Permit as follows:

COUNTY

PERMITTEE

Date: _____

Date: _____

By: _____

By: _____

Jeffrey A. Gasaway, Director
Department of General Services

Name: _____

Resolution No.: _____

Title: _____

Dated: _____

**REVIEWED and APPROVED
by COUNTY COUNSEL:**

By: _____

Deon C. Merene
Deputy County Counsel

EXHIBIT "A"

Premises

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 35A and 46A of Amended Map of Vineland, according to the Official Plat thereof, filed in the Office of the Recorder of Sacramento County on August 6, 1919 in Book 15 of Maps, Map No. 46.

APN: **215-0140-014, 215-0140-016**

AERIAL PHOTO

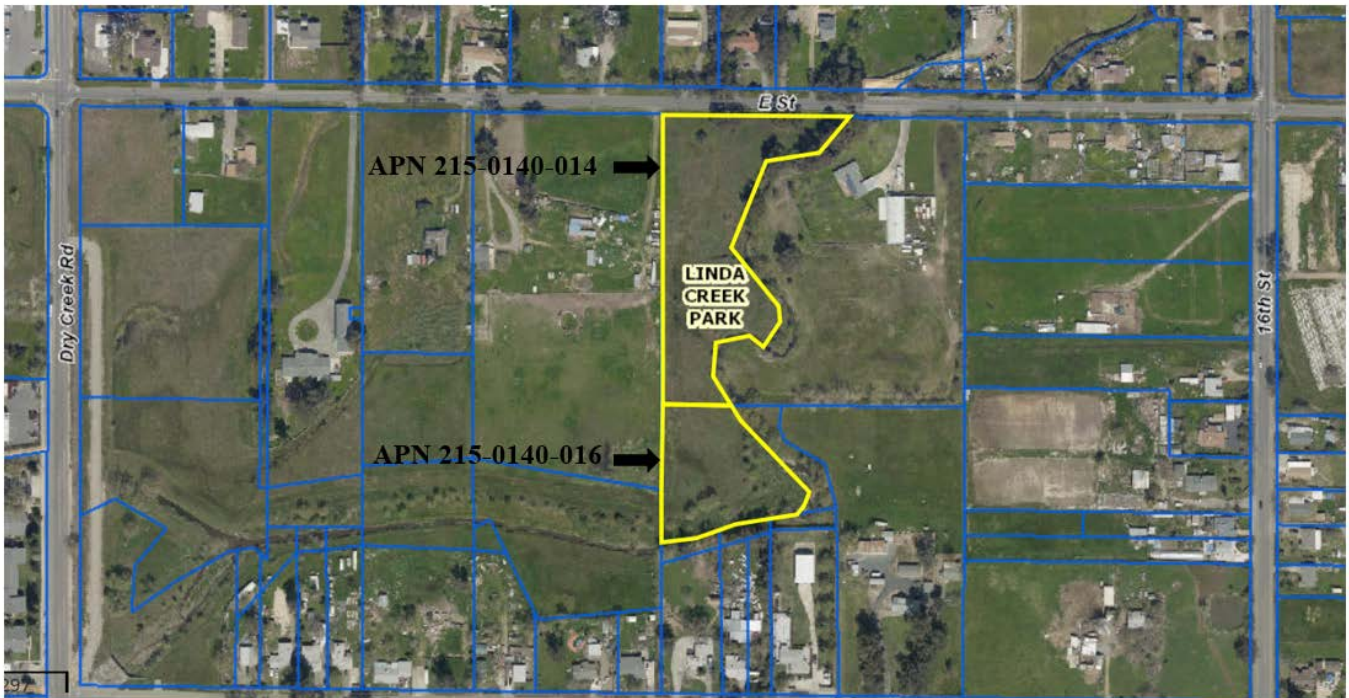


EXHIBIT "B"

Project Description – Use of the Premises

PERMITTEE may engage in due diligence activities related to the purchase of the Premises. Due diligence activities include inspection of the Premises, including its physical and environmental conditions (which may include, but shall not be limited to, obtaining soil and water samples on and beneath the surface of the Premises, and conducting analyses of such samples), as it deems necessary. PERMITTEE may also investigate all factors relevant to its use, including all matters relating to title, and all municipal and other legal requirements such as taxes, assessments, zoning, use permits, building codes, abandonment of easements, and disposition of wells. PERMITTEE should satisfy itself of all these matters before submitting a bid.

EXHIBIT "C"
to Permit between
COUNTY OF SACRAMENTO
and
PERMITTEE

COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS

Insurance Requirements

Without limiting PERMITTEE's indemnification, PERMITTEE shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Permit by the PERMITTEE, its agents, representatives, employees, or contractors. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the COUNTY Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require PERMITTEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

PERMITTEE shall furnish the COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the COUNTY Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the COUNTY before performance commences. COUNTY reserves the right to require PERMITTEE to provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations which pertain to these specific coverages, unless approved by the COUNTY Risk Manager.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.

3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
- 4.. **UMBRELLA** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

PERMITTEE shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions shall be the responsibility of the PERMITTEE.

Other Insurance Provisions

The insurance policies required in this Permit are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The COUNTY Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.

2. MAINTENANCE OF INSURANCE COVERAGE: The PERMITTEE shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Commercial General Liability and/or Commercial Automobile Liability:

1. ADDITIONAL INSURED STATUS: The COUNTY, its Board of Supervisors, officers, directors, officials, employees, and volunteers, are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the PERMITTEE; products and completed operations of the PERMITTEE premises owned, occupied or used by the PERMITTEE; or automobiles owned, leased, hired or borrowed by the PERMITTEE.
2. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. PRIMARY INSURANCE: For any claims related to this Permit, the PERMITTEE's required insurance coverage shall be primary insurance as respects the COUNTY and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY shall be excess of the PERMITTEE's required insurance and shall not contribute with it.
4. SEVERABILITY OF INTEREST: The PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. SUBCONTRACTORS: PERMITTEE shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance as required in this Permit.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its Board of Supervisors, officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Permit by the PERMITTEE.

Notification of Claim

If any claim for damages is filed with PERMITTEE or if any lawsuit is instituted against PERMITTEE, that arise out of or are in any way connected with PERMITTEE's performance under this Permit and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, PERMITTEE shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.