



RIGHT-OF-ENTRY PERMIT

(FOR PROVIDING EVALUATION AND REMOVAL OF WILDFIRE GENERATED
HAZARDOUS TREES ON PRIVATE PROPERTY)

Date: _____

Property Address: _____ City: _____

Assessor's Parcel Number (APN): _____

I, _____ (Owner), hereby permit the County of Calaveras, 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** - 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 evaluating, removing, clearing and inspection of wildfire generated trees identified by an arborist as hazardous to the public right-of-way subject to the terms and conditions set forth in this Permit, and to perform all incidents necessary thereto. Owner understands and accepts that the entity performing hazardous wildfire generated tree removal on behalf of County will determine on a case-by-case basis what wildfire generated trees are qualified to be removed from the site pursuant to the removal program. It is fully understood that this Permit does not create any obligation on the County to perform inspection, testing, or debris clearance.

This is not a request for a permanent easement and/or right-of-way and this right-of-entry will automatically terminate upon completion of said work.

2. **Private Insurance Coverage** - Homeowner insurance policies may have additional insurance coverage to pay for the costs of removal of hazardous wildfire generated trees. Owner understands that in the event state or federal financial assistance is received by the Owner for purposes of removing said hazardous wildfire generated tree, the law requires the Owner to reimburse the County for the cost of removal to the extent debris removal expenses are covered in the Owner's insurance policy. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to the County. In the event the insurance proceeds are less than the cost of debris removal incurred by the



County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds.

Owner (___ does, ___ does not) have homeowner's or other similar insurance.

If Owner does have homeowner's or other similar insurance, it (___ does, ___ does not) include coverage for debris removal of fire damaged and destroyed trees.

If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury that there was no insurance in effect at the time of the wildfire which may provide coverage for the costs of inspection, testing or removing debris.

3. **Duplication of Benefits** - Owner (___ has, ___ has not) and (___ will, ___ will not) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), individual and family grant program or any other public assistance program. Owner will advise County in writing within ten (10) days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the County within thirty (30) days of receipt from such insurance proceeds, for the cost of the debris removal conducted by the County. In the event the insurance proceeds are less than the cost of debris removal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.
4. **County's Obligations** - In consideration of the permission granted, the County agrees to the following:
 - a. Work will be performed in such a manner that it will not materially affect ingress or egress to or from property. This determination shall not operate to either require or prohibit the County from later determining that a public nuisance exists on the property. Owner understands and acknowledges that if he/she refuses to allow removal of wildfire generated trees deemed hazardous by federal, state, or local officials, Owner shall still be legally responsible to timely and lawfully remove the hazardous wildfire generated trees at his/her own cost.
 - b. Gates shall be closed and/or locked at all times, except to permit ingress or egress for the work being performed.
 - c. Any improvements on property, fences, gates, driveways, etc. which are damaged or temporarily removed as a part of the work by the contractor under contract to the County will be repaired and/or replaced by said contractor.
5. **Indemnification - Hold Harmless** - The County agrees to indemnify and hold Owner harmless for all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by the County's activities pursuant to this Right of Entry or arising out of or in connection with such activities whether such activities or performance thereof is by the County or anyone employed or under contract with the County; provided however, that the active

negligence of Owner, its agents, and/or employees is excluded from the indemnity and hold harmless agreement.

Owner shall indemnify and hold harmless the, County, State of California, the Federal Emergency Management Agency, and any of their respective officers, agencies, 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.

6. **No County Assumption of Liability for Remediation** - In consideration of the assistance County is providing to Owner under this Permit at no cost to Owner and subject to the Section 4 of this Permit, County assumes no liability or responsibility, and Owner shall not seek to recover from County, the County, CalOES, Federal Emergency Management Agency or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Property incurred due to actions taken pursuant to this Permit.
7. **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.
8. **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.
9. **Modification** - The provisions of this Permit may not be modified, except by a written instrument signed by both parties.
10. **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.
11. **Successors & Assigns** - This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.
12. **Notices** - Any notice required hereunder shall be provided as follows:

FOR THE COUNTY:

Name: Jeff Crovitz, Director
Department: Public Works
Address: 891 Mountain Ranch Road
San Andreas, CA 95249
Phone Number: (209) 754-6402

FOR THE OWNER:

Name: _____
Name: _____
Address: _____
Address: _____
Phone Number: _____
Phone Number: _____

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of _____, 2016.

By: _____
Owner

Date

Accepted by Calaveras County

By: _____

Date

Is this property currently leased, rented, or occupied by third party? (Please check one)

Yes No

If you answered Yes, please provide the following third party information.

Name of Third Party: _____

Mailing Address of Third Party: _____

Phone Number of Third Party _____