



PLACER COUNTY
OFFICE OF EMERGENCY SERVICES



RIGHT OF ENTRY PERMIT TREE MORTALITY EMERGENCY PROGRAM

ADDRESS (Premises):

ASSESSOR'S PARCEL NUMBER:

DATE:

This request for permission to access your property is made for the express purpose of identifying and mitigating dead and dying trees that pose a hazard to public infrastructure. The services provided pursuant to this permit are offered at no cost to you. This Right of Entry applies to two actions: 1) identification and mapping of dead and dying trees potentially affecting County infrastructure; and 2) removing or otherwise mitigating those trees. The first action will entail no physical changes to property. The second action will potentially include cutting trees, hauling trees off-site and treatment of slash and debris.

I/We _____, the owner(s) of the above-referenced property, do

hereby grant and freely and without coercion, the right of access and entry to said property to the State of California and the County of Placer, and their agents, officials, employees, and/or volunteers, contractors and subcontractors, (herein, "AGENCY") subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants AGENCY a right-of-entry ("Permit") over the Premises for the purpose of inspecting the Premises for dead and/or dying trees, testing materials on the Premises, removing and/or clearing trees, hauling and/or disposing of trees, subject to the terms and conditions set forth in this Permit. It is fully understood this Permit does not create any obligation on the AGENCY to perform inspection, testing or tree removal or clearance. Owner understands the AGENCY will undertake no removal or clearance of trees or any related action until this Permit is signed and returned. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

2. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State of California, Cal OES, and any of their officers, agencies, 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, 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 and waive any claims and action, in law or equity, arising therefrom.

3. No AGENCY Assumption of Liability for Remediation. In consideration of the assistance AGENCY is providing to Owner under this Permit, at no cost to Owner, AGENCY assumes no liability or responsibility, and Owner shall not seek to recover from County, the State of California, Cal OES or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the cost of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit. Owner agrees and understands the AGENCY and/or its agents may sell the felled trees and hereby waives any and all rights, actions, claims, in law or equity as to the value of said trees in exchange for the services provided pursuant to this Permit.

4. AGENT. Any person, firm or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to Cal OES, Cal Fire, California Conservation Core or California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

5. Authority. Owner represents and warrants 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 the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

6. 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.

7. Modification. The provisions of this Permit may not be modified, except by written instrument signed by both parties.

8. 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.

9. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. Notices. Any notice required hereunder shall be provided as follows:

For the County:
Department: Placer County Office of Emergency Services
2968 Richardson Drive, Auburn, CA 95603

For the Owner:

Name:

Mailing Address:

Phone: Alternate Phone:

Email:

11. Duration of this ROE permit. The project is expected to last between three and five years, or as environmental conditions or funding sources allow.

12. Post Treatment Conditions: The County will ensure thorough contractual obligations at Post-Treatment Conditions, as specified below are achieved. Contracts will include requirements for protection of private property from damage due to falling and disposing of trees and slash. Beyond those obligations, the AGENCY assumes no responsibility for remediation of damages caused during project operations in the unlikely event that such damages occur. All effort will be made to avoid any damage to private property during both these actions. Property owners may have options for treatment of the trees and slash. Please indicate your choices below by checking one of the boxes in each topic:

Check one:

- Remove tree(s)
- Leave felled tree(s)

Limbs and slash may be lopped and scattered to a depth not exceeding 18 inches or piled and burned in a safe and responsible manner (contact your local fire agency regarding burning).

Chipping limbs and slash may be an option. If site conditions allow and a chipper is available, would like chipped material left on your property:

- Yes, please chip material if available when work performed.

If you checked yes: (check one):

- Chip and pile
- Chip and spread (material will be spread near location of felled trees(s).)
- No, please do not chip material

RELEASE: IN CONSIDERATION FOR THE CONSENT TO ACCESS AND AGENCY'S PROVISION OF THE TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE, AS SET FORTH ABOVE, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE PROVISION OF TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE. I FURTHER AGREE THAT NEITHER THE AGENCY, NOR OTHERS, SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEATH, INJURY OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY ARISING OUT OF THE PROVISION OF PROGRAM ASSISTANCE AS SET FORTH ABOVE. ACCORDINGLY, I HEREBY RELEASE AGENCY FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT MY SUCCESSORS, HEIRS, ASSIGNS OR I MAY HAVE FOR DEATH, INJURY, OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY DUE TO PROVISION OF TREE MORTALITY PROGRAM ASSISTANCE AS SET FORTH ABOVE.

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

_____, 20

OWNER

Signed: _____

Date:

Print Name: _____

COUNTY OF PLACER

Signed: _____

Date:

Print Name: _____

Title: _____

RETURN TWO COMPLETED COPIES TO:

MGE – Placer Tree Mortality
1180 Iron Point Road, Suite 350
Folsom, CA 95630

A fully executed copy of the form will be returned to you. For questions about this form: 916-438-9542