



**RIGHT-OF-ENTRY PERMIT**  
[Tree Mortality Emergency Program]

ADDRESS (“PREMISES”): \_\_\_\_\_

APN: \_\_\_\_\_

I/We \_\_\_\_\_, the OWNER(s) of the above-referenced property (“OWNER”), do hereby grant the right of access and entry to the PREMISES to the State of California and the COUNTY of El Dorado, and their officers, employees, volunteers, agents, contractors and subcontractors (“COUNTY”), 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 the State of California and COUNTY a right-of-entry (“Permit”) over the PREMISES for the purpose of taking protective actions and monitoring on-going conditions in connection with the Governor’s State of Emergency Proclamation relating to dead and dying trees and the County Board of Supervisors Local Emergency Declaration relating to dead and dying trees (“Tree Mortality Emergency Program”), including but not limited to, inspecting the PREMISES for dead and/or dying trees, testing materials on the PREMISES, removing and/or clearing trees, hauling and/or disposing of the trees from the PREMISES, subject to the terms and conditions set forth in this Permit.

2. No Obligation Created on COUNTY. It is fully understood that this Permit does not create any obligation on the COUNTY to perform inspection, testing or tree removal or clearance. OWNER understands that the COUNTY will undertake no inspection, removal, or clearance of trees or any related action until this Permit is signed and returned. OWNER shall make best efforts to mark any drainage, sewer lines, utilities, septic tanks and water lines located on the PREMISES. OWNER agrees and understands that if OWNER requests that felled trees or their debris be left on the Premises for OWNER’s use, COUNTY has no obligation to clear, haul, remove or dispose of such material at any time.

3. Hold Harmless. COUNTY shall not be liable for, and OWNER shall indemnify and hold harmless COUNTY, the State of California, Governor’s Office of Emergency Services (“Cal OES”), California Department of Forestry and Fire Protection (“Cal Fire”), California Conservation Corps (“CCC”) and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers (hereinafter collectively referred to as the “Indemnitees”), to the full extent permitted by law 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 taken in connection with this Permit, regardless of the existence or degree of fault or negligence on the part of Indemnitees

except as expressly prescribed by statute and hereby release, discharge and waive any Claims and actions, in law or equity, arising therefrom.

4. 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, COUNTY assumes no liability or responsibility, and OWNER shall not seek to recover from COUNTY, the State of California, Cal OES, Cal Fire, CCC 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 COUNTY 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. OWNER further agrees and understands that if OWNER requests that felled trees or their debris be left on the Premises for OWNER's use, COUNTY has no obligation to clear, haul, remove or dispose of such material at any time.

5. COUNTY's Agents. 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, or CCC and shall be subject to all applicable terms hereof.

6. Authority. OWNER represents and warrants that it has full power and authority to execute and fully perform their obligations under this Permit pursuant to any governing instruments, without the need for any further action, and that 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 OWNER.

7. 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.

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

9. 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.

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

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

For the COUNTY:

Name:

Department:

Address:

Phone number:

For the OWNER:

Name:

Address:

Phone number:

Alternate phone number:

12. **RELEASE:** IN CONSIDERATION FOR COUNTY'S PROVISION OF ASSISTANCE THROUGH THE TREE MORTALITY EMERGENCY PROGRAM, IN MAKING THIS PERMIT I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE PROVISION OF ANY ASSISTANCE IN CONNECTION WITH THIS PERMIT. I FURTHER AGREE THAT NEITHER THE COUNTY, NOR THE STATE OF CALIFORNIA OR ANY OF THEIR AGENTS 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 OR IN CONNECTION WITH ACTIONS TAKEN IN CONNECTION WITH THIS PERMIT OR THE PROVISION OF ASSISTANCE THROUGH THE TREE MORTALITY EMERGENCY PROGRAM. ACCORDINGLY, I HEREBY RELEASE THE COUNTY, THE STATE OF CALIFORNIA AND ANY OF THEIR AGENTS 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 ARISING OUT OF OR IN CONNECTION WITH ACTIONS TAKEN IN CONNECTION WITH THIS PERMIT OR THE PROVISION OF ASSISTANCE THROUGH THE TREE MORTALITY EMERGENCY PROGRAM.

SECTION 1542 PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. **By signing this permit, OWNER expressly waives any and all rights under section 1542 of the California Civil Code or any other similar state, local or federal law, statute order or regulation that OWNER may have with respect to COUNTY, THE STATE and their agents.**

IN WITNESS WHEREOF, OWNER and COUNTY have executed this Permit effective as of

\_\_\_\_\_ (date).

<p><b>COUNTY:</b></p> <p>COUNTY OF EL DORADO A political subdivision of the State of California</p> <p>By: _____</p>	<p><b>OWNER:</b></p> <p>Property Address: _____</p> <p>By: _____</p> <p style="text-align: center;">(signature)</p> <p>Phone #1: _____</p> <p>Phone #2: _____</p> <p>Email address: _____</p>
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