



RIGHT-OF-ENTRY PERMIT ADDENDUM No. 1

[For Providing Hazardous Tree Removal on Private Property]

"Under the Right of Entry Permit entered into between, _____ (hereinafter referred to as "Owner") and the County of El Dorado, relating to the property commonly identified as _____ (hereinafter Premises) Owner granted County a right of entry upon the Premises for purposes of inspecting the Premises, testing materials on the Premises, removing and clearing any or all fire-generated debris of whatever nature including but not limited to ash, vehicles, construction debris, trees, waste, or other materials from the Premises, subject to the terms and conditions of the Right of Entry Permit.

In order to facilitate the prompt and efficient removal of those trees damaged by the Angora fire which are deemed to constitute a hazard to the public health, safety and welfare, the County is contracting with a licensed Timber Operator who will retain a California Registered Professional Forester to designate trees for removal. The licensed Timber Operator will remove those trees as designated by the California Registered Professional Forester. Only those trees designated by the California Registered Professional Forester as constituting a hazard to the public health, safety and welfare will be removed under the Right of Entry Permit and this Addendum.

The Right of Entry Permit entered into between the parties did not address the right to the residual value of the trees removed under the Right of Entry Permit, both parties acknowledge that the trees to be removed may have a monetary value.

So as to clarify the terms and conditions of the Right of Entry Permit and in consideration of the removal of the designated hazardous trees from the premises at no cost to the Owner and for other good and valuable consideration, it is hereby agreed by Owner that Owner consents to the removal of trees designated as constituting a hazard to public health, safety and welfare from the Premises by County and its contractor. Owner waives any and all right, claims, *interest in*, causes of action, demands, as against the County or its contractor relating to the value of the timber or trees removed from the Premises. Owner hereby releases, discharges, and holds harmless County and its contractor from any claims, demands, losses, damages, judgments, awards, actions or causes of action arising from or related to the removal of trees from the Premises whether arising in tort, contract, equity, statute or inverse condemnation.

Owner agrees that all other terms and conditions of the Right of Entry Permit remain in full force and effect and apply to the tree removal contemplated by this agreement. In addition, per the Right Of Entry permit the Owner will reimburse the County for the cost of removing the hazardous trees to the extent covered on the Owner's insurance policy.

IN WITNESS WHEREOF, Owner and County have executed this Addendum No.1 effective as of _____ (date).

OWNER:

Property Address:

By:

(signature)

Phone #1: _____

Phone #2: _____