



Office of Emergency Services

**RIGHT OF ENTRY PERMIT
TREE MORTALITY EMERGENCY PROGRAM**

ADDRESS ("Premises"):

APN #:

DATE:

**COUNTY OF TUOLUMNE
OFFICE OF EMERGENCY SERVICES
2 SOUTH GREEN STREET,
SONORA, CA 95370**

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 Tuolumne, and their agents, officials, employees, and/or volunteers, contractors and subcontractors, 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 County 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 County to perform inspection, testing or tree removal or clearance. Owner understands the County 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 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 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 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.

4. 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, 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:

Name: Tracie Riggs, Deputy County Administrator
Department: County Administrator/Office of Emergency Services
Address: 2 South Green Street, Sonora, CA 95370
Phone: (209) 533-5511

For the Owner:

Name:
Address:
Number:

RELEASE: IN CONSIDERATION FOR THE CONSENT TO ACCESS AND COUNTY'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 COUNTY, 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 DROUGHT PROGRAM ASSISTGANCE AS SET FORTH ABOVE.

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

OWNER

Signed: _____ Date: _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

COUNTY OF TUOLUMNE

Signed: _____ Date _____

Print Name: _____ Title: _____