

Nevada County Green Waste Chipping Program

Right-of-Entry Permit

(For Providing Hazardous Fuels Reduction on Private Property)

Please complete and submit this form at your earliest convenience.

Right-of-Entry Permits will be processed on a first come, first served basis.

County of Nevada
Office of Emergency Services
950 Maidu Avenue
Nevada City, CA 95959

Property Address ("Property"):

Assessor's Parcel Number (APN):

I/We, the Owner(s) of the above-referenced property ("Owner"), do hereby grant the right of access and entry to the Property to the Nevada County Office of Emergency Services ("OES"), its officers, employees, volunteers, agents, contractors, permittees, designees and Subcontractors, and subcontractors and the County of Nevada, and their officers, employees, volunteers, agents, permittees, designees (collectively the "Authorized Entities"), subject to all licenses, easements, encumbrances, and claims of title affecting the Property upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants the Authorized Entities a right of entry ("Right-of-Entry Permit") to enter upon the Property, and all related appurtenances thereto, for the purpose of hazardous fuels reduction actions pertaining to wildfire risk in California and Nevada County. Specific hazardous fuels reduction actions include, but are not limited to, inspection and evaluation of fuels reduction needs, removal and disposal of identified hazardous vegetation fuels including the removal of vegetation that has been identified by Nevada County OES staff to be chipped and broadcast back on site in support of the Nevada County Green Waste Disposal Program. It is fully understood that this Permit does not create any obligation on the part of the Authorized Entities to perform inspection or hazardous fuels reduction on the Property. Owner understands that hazardous fuels reduction activities will not be undertaken until this Right-of-Entry Permit is signed and returned. Owner understands that participation in this program shall not operate to either require or prohibit the Authorized Entities from later deeming a condition remaining on the property a public nuisance.

- 1.1. Owner shall make best efforts to disclose and mark any sewer lines, utilities (electricity, gas, cable, etc.), septic tanks and water lines located on the Property.

This is not a request for a permanent easement and/or right-of-way and the permission granted will automatically terminate upon completion of said work, as determined by the Authorized Entities, its officers, employees, volunteers, agents, contractors, subcontractors, designees and/or permittees.

2. OES Obligations. In consideration of the permission granted, OES agrees to perform work in such a manner that it will not materially affect ingress or egress to or from the Property. If

Owner is present at time the fuels reduction activities are provided and demands that certain pre-designated and authorized fuels not be removed, these fuels will not be removed. Owner understands and acknowledges that if they refuse to allow removal of fuels identified through the Nevada County Green Waste Disposal Program, the fuels reduction services may, at the Authorized Entities' discretion, immediately terminate without further obligation.

3. Indemnification – Hold Harmless. Owner hereby acknowledges and agrees that the Authorized Entities shall not be liable for, and Owner shall indemnify, hold harmless and release the Authorized Entities, and any of their officers, agencies, agents, employees and volunteers, against any and all claims, demands, losses, including attorneys' fees and court costs, which arise out of or are in any way connected to actions arising out of this Right-of-Entry Permit, and Owner hereby releases, discharges, and waives any Claims or any action, in law or equity, arising therefrom.
4. No Assumption of Liability for Remediation. In consideration of the hazardous fuels reduction services provided to Owner under this Right-of-Entry Permit at no cost to Owner, the Authorized Entities assume no liability or responsibility, and Owner shall not seek to recover from the Authorized Entities, 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 Right-of-Entry Permit.
5. OES Agents. Any person, firm, or corporation authorized by OES to work upon the Property shall be deemed to be OES's agent, including but not limited, contractors and subcontractors, and shall be subject to all applicable terms hereof.
6. Authority. Owner represents and warrants that they have full power and authority to execute and fully perform its obligations under this Right-of-Entry Permit without the need for any further action, including but not limited to any further action, notice to, or approval from any co-owner(s), leaseholder(s), tenant(s), lender(s), or lienholder(s), and any person(s) executing this Permit on behalf of the Owner(s) is the duly designated agent(s) of Owner(s) and is authorized to do so, and that fee title to the Property vests solely in Owner(s). If this Right-of-Entry Permit is executed by anyone other than Owner(s), it shall be accompanied by a complete and legible notarized authorization form signed by Owner(s). Incomplete or illegible authorization forms will not be recognized as a lawful designation of authority.
7. Hazardous Fuels Reduction Program. In addition to the above, by initialing each provision below, Owner(s) hereby acknowledges and agrees to the following:

Eligibility: This program is applicable **only** to properties identified for the Nevada County Green Waste Disposal Project. Any property that is sold or transferred prior to commencement of fuel reduction services will be withdrawn from the program unless both new and former owners sign a property transfer affidavit, and the new owner executes a new Right-of-Entry Permit. In the event of a sale or transfer of the property after execution of this Right-of-Entry Permit, Owner shall notify the new owner or transferee that they have chosen to participate in this fuels reduction program.

Owner Notification of Entry: As this program involves access to the Property by the Authorized Entities at various times throughout the fuels reduction process, Owner(s) will be contacted to schedule the fuels reduction activities only if requested by the Owner(s). This contact will attempt to be made a minimum of 48 hours in advance. All agents associated with the program will have proper identification and will provide that upon request.

The Property (is, is not) a rental property and Owner(s) (does, does not) request for the tenant to be contacted prior to entry for special instructions.

Owner shall notify any/all tenants of this Right-of-Entry Permit and ensure the Authorized Entities have the legal right to enter the property to complete the fuels reduction activities. If tenant(s) refuses access, the Authorized Entities shall be under no obligation to commence the fuels reduction activities, and the Property may be withdrawn from the fuels reduction program at the sole option of the Authorized Entities.

Contact Information for the Tenant:

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Property Accessibility: Due to the need for property access by the Authorized Entities, the Property will be made accessible throughout the fuels reduction process (i.e., Owner(s) will provide gate code/keys to ensure property access.) Owner(s) acknowledges either () a gate code or () a key is required for access. Owner shall provide a gate code: _____ or key which shall be provided to OES or their designee at least 24 hours in advance of the scheduled access.

8. Entire Agreement. This Right-of-Entry Permit constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral or written. Owner expressly warrants that they are competent and have read and fully understand this Right-of-Entry Permit, that they have had the opportunity to seek legal counsel of their own choosing and to have the terms of the Right-of-Entry Permit fully explained to them; that Owner is not executing this Right-of-Entry Permit in reliance on any promises, representations or inducements other than those contained herein; and that Owner is executing this Right-of-Entry Permit voluntarily, free of any duress or coercion.
9. No Third Party Beneficiary. Except as otherwise provided herein, nothing expressed or implied in this Right-of-Entry Permit is intended, nor shall be construed, to confer upon or give any person other than the Parties hereto, any rights, interests, claims, benefits, or remedies under or by reason of this Right-of-Entry Permit.
10. Modification. The provisions of this Right-of-Entry Permit may not be modified, except by a written instrument signed by both parties.
11. Severability. If any provision of this Right-of-Entry 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.

12. Successors and Assigns. This Right-of-Entry Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

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

Contact Information for the OES:

Nevada County
Office of Emergency Services
950 Maidu Ave.
Nevada City, CA 95959

ATTN: Ricky Martinez

Phone: (530) 557-5677

Email: Ricky.Martinez-IGS@nevadacountyca.gov

Contact Information for the Owner:

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

IN WITNESS WHEREOF, Owner and OES have executed this Right-of-Entry Permit effective _____ (date)

Owner 1 Signature

Print Name: _____

Owner 2 Signature

Print Name: _____

Approved by OES and verified that the Property, APN, and Owner are accurate and meet the eligibility requirements of program:

By: _____

Director of Office of Emergency Services