



Mariposa County

Tree Mortality Emergency Program

Right of Entry Permit

ADDRESS:

APN:

DATE:

**COUNTY OF MARIPOSA
COUNTY ADMINISTRATOR'S OFFICE
5100 BULLION STREET,
P.O. BOX 784
MARIPOSA, CA 95338**

I/We _____, the owner(s) ("Owner") of the above-referenced property ("Premises"), do hereby freely and without coercion agree as follows:

1. Grant of Right-of-Entry

Owner hereby grants to the County of Mariposa ("County") and Blue Ridge Services, Inc. ("BRS"), and their respective agents, officials, employees, volunteers, contractors and subcontractors, 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, falling, removing and/or clearing trees, and hauling and/or disposing of trees, all subject to the terms and conditions set forth in this Permit. This Permit is subject to all licenses, easements, encumbrances, and claims of title affecting the Premises. It is fully understood this Permit does not create any obligation on County or BRS to perform inspection, testing or tree removal or clearance. Owner understands neither County nor BRS will undertake removal or clearance of trees or any related action until this Permit is signed and returned to BRS. 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

Owner shall indemnify and hold harmless County, BRS, the State of California, Cal OES, and any of their respective 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 the right to bring any 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, BRS, the State of California, Cal OES or any of their officers, agencies, agents, contractors, subcontractors, employees or 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, and claims, whether 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 County shall be deemed to be County's agent, including but not limited to BRS, Cal OES, Cal Fire, California Conservation Core and California Department of Corrections and Rehabilitation, and shall be subject to all applicable terms hereof.

5. Authority

Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit, without the need for any further action, and the person(s) executing this Permit on behalf of Owner are duly authorized to do so, and that fee title to the Premises vests solely in Owner.

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:

To the County:
Blue Ridge Services, Inc.
5065 Highway 140, Suite C, P.O. Box 2398
Mariposa, CA 95338

To the Owner:
Name:
Mailing Address:

Phone:

RELEASE: IN CONSIDERATION FOR THE COUNTY’S PROVISION OF 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, BRS, NOR THEIR RESPECTIVE AGENTS, OFFICIALS, EMPLOYEES, VOLUNTEERS, CONTRACTORS AND SUBCONTRACTORS (“RELEASEES”) 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 RELEASEES 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.

By their signatures below, Owner and County have executed this Permit effective as of _____, 2017.

OWNER

Signed: _____ Date _____

Print Name: _____

COUNTY OF MARIPOSA

Signed: _____ Date _____

Print Name: _____ Title: _____