

**Right-Of-Entry Permit  
(For Providing Debris Tree Removal on Private Property)**

County of Lake  
255 North Main Street  
Lakeport, CA 95453

Date: \_\_\_\_\_  
Property Address: \_\_\_\_\_

I, \_\_\_\_\_ (Owner), hereby permit the County of Lake, its officers, employees, agents, contractors and subcontractors (County), to enter the Owner's property located by the above-referenced address for those purposes described in paragraph one of this document.

1. **Grant of Right-of-Entry.** Permission is hereby granted and Owner hereby grants to the County, its officers, employees, designees and/or permittees a right of entry ("Permit") to enter upon the Property, and all related appurtenances thereto, for the purpose of removing and clearing of trees identified by an arborist as hazardous subject to the terms and conditions set forth in this Permit, and to perform all incidents necessary thereto. It is fully understood that this Permit does not create any obligation on the County to perform inspection, testing or debris clearance.

**This is not a request for a permanent easement and/or right-of-way and their permission will automatically terminate upon completion of said work.**

2. **Private Insurance Coverage.** Homeowner insurance policies may have coverage to pay for the costs of removal of fire damaged and destroyed trees. Owner understands that in the event state or federal financial assistance is received by the Owner for purposes of removing said trees, the law requires the Owner to reimburse the County for the cost of removal to the extent covered in the Owner's insurance policy. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to the County. In the event the insurance proceeds are less than the cost of debris removal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds.

Owner (\_\_\_ does, \_\_\_ does not) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury that there was no insurance in effect at the time of the wildfire which may provide coverage for the costs of inspection, testing or removing debris.

3. **Indemnification – Hold Harmless.** County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State, the Federal Emergency Management Agency, 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, 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 arising out of this Permit, and hereby release, discharge, waive any claims any action, in law or equity, arising therefrom. Owner shall make Owner's best efforts to mark any sewer lines, utilities (electricity, gas, cable, etc.), septic tanks and water lines located on the Property.

4. **Authority.** Owner represents and warrants that 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 any the person(s) executing this Permit on behalf of the Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Property vests solely in Owners.

5 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: \_\_\_\_\_

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

\_\_\_\_\_  
Owner

Accepted by the County of Lake

By: \_\_\_\_\_  
\_\_\_\_\_