



ADDRESS:

ASSESSORS PARCEL (S):

OWNER (S) /AGENT:

**Caldor Community and Forest Recovery Program
Right of Entry**

Please return this signed form in the enclosed return envelope within 10 days of receipt to:

Mark Egbert, District Manager
El Dorado Resource Conservation District
100 Forni Road, Suite A
Placerville, CA 95667

You may also return the form by email to Mark.Egbert@ca.usda.gov. Please retain a copy of the form for your records.

I / we, _____,
certify that I am / we are the owner(s), or authorized agent of the owner(s), of the real property located at the above address (hereinafter "Owner"). I/we hereby certify that I/we have full power and authority to execute this Right of Entry Permit (ROE) without the need for any further action, including, but not limited to, notice to or approval from any other party.

I/We hereby grant, to the El Dorado Resource Conservation District, including their agents, officers, employees, and/or volunteers, grantors, contractors and subcontractors (hereinafter collectively referred to as "RCD"), a right to enter upon the real property specified above (hereinafter "Property"), for the purpose and activities described herein:

1. Right-of-Entry: Owner hereby grants to RCD the right to access, inspect, and perform post fire restoration, fuel load management, and reforestation activities on the Property including, but not limited to, removing dead and/or dying trees, removing and/or clearing brush and trees, hauling and/or disposing of brush and trees, site preparation for planting trees, planting trees, competition control, release and monitoring. Access shall be limited to those portions of the Property where the actual work is to be performed, including areas of the Property which must be traversed to gain

access to the work site.

2. Release and Waiver of Liability: Owner acknowledges that RCD's decisions about when, where, and how to perform post fire restoration, fuel load management, and reforestation activities on the Property are discretionary functions and shall be at the sole discretion of RCD. Owner acknowledges that RCD is not liable for any claim based on the exercise or performance, or failure to exercise or perform, a discretionary function. Owner further releases RCD from all liability, claims, or actions for any damage or loss whatsoever that may occur during or after the activities carried out pursuant to this ROE, and waives any claims or actions in law or equity against RCD arising therefrom.

3. Indemnification: Owner shall indemnify and hold harmless RCD, County of El Dorado, the State of California, Cal Fire, California Conservation Corps, Cal OES, Sierra Nevada Conservancy, USFS, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, to the full extent permitted by law against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, damages, or losses, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions and activities carried out pursuant to this ROE.

4. Release of Interest in Removed Trees: Owner agrees and understands RCD and/or its agents may sell the felled trees and hereby waives all rights, actions, claims, in law or equity as to the value of said trees. If Owner requests that felled trees or debris be left on the Property for Owner's use, Owner agrees that RCD has no obligation to clear, haul, remove or dispose of such material at any time in the future.

5. Post-Treatment Conditions: RCD will take reasonable precautions to protect the Property to minimize impacts and mitigate damages, if any, from the falling and disposing of trees and slash; however, RCD assumes no responsibility for remediation of any damages caused during project operations and this ROE limits the liability of RCD with respect to such damage, if any..

7. Duration of ROE: This ROE shall expire on December 31, 2026 or when the activities described herein has been completed, as determined in the sole discretion of RCD, whichever date is sooner.

8. RCD's Agents: Any person, firm or corporation authorized to work upon the Property by the RCD shall be deemed to be RCD's agent, including but not limited to its officers, employees, contractors, designees, grantors, and/or permittees and shall be subject to all applicable terms hereof.

9. Markings of Infrastructure Facilities: Owner agrees to make best efforts to mark subgrade utility lines (sewer, water, electricity, gas, cable, etc.) and to mark the location of septic tanks, leach fields, water wells, hand dug wells/cisterns, or other features on Property that require avoidance or protection during tree removal or clearance. Owner shall submit any maps, diagrams, or written legible notes that may be useful to RCD in locating subgrade structures and instructing crews which items Owner wants to remain on the Property. RCD will endeavor to avoid all marked

structures; however, Owner acknowledges pursuant to Section 2, that Owner releases RCD from any liability for damages to marked or unmarked structures.

10. Entire Agreement: This ROE 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.

11. Modification: The provisions of this ROE may not be modified, except by written instrument signed by both parties.

12. Partial Invalidity: If any provision of this ROE is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this ROE shall not be affected thereby. Each provision shall be valid and enforceable to the extent permitted by law.

14. Notices: Any notice required hereunder, including notification of when Property will be accessed shall be provided as follows:

Owner Name: _____

Address: _____

Phone Number: _____

Alternate Phone Number: _____

E-mail Address: _____

OWNER

Resource Conservation District

Signed: _____

Signed: _____

Print Name: _____

Print Name: Mark Egbert

Date: _____

Title: District Manager

Signed: _____

Date: _____

Print Name: _____

Date: _____