

	<p>MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT P.O. Box 2403 Mariposa, CA 95338 (209) 966-0970 MariposaCountyRCD@gmail.com</p>
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Yosemite West Restoration Program
Right of Entry Permission Form

Property Address: _____

Assessor's Parcel Number (APN): _____

I/We _____, the owner(s) of the above-referenced property (collectively "Owner"), do hereby grant freely, and without coercion, the right of access and entry to said property to the Mariposa County Resource Conservation District (MCRCD), and its employees, volunteers, contractors, and sub-contractors subject to all licenses, easements, encumbrances and claims of title affecting premises upon the following terms:

1. **Grant Right-of-Entry:** Owner hereby grants the MCRCD and its contractors a right-of-way ("Permission Form") over the premises for the purpose of inspecting the Premises for dead and/or dying trees and fuel loading, testing materials on the Premises, removing and/or clearing trees and brush, hauling and/or disposing of trees, chipping limbs and slash, subject to the terms and conditions set forth in this Permission Form. It is fully understood that this Permission Form does not create any obligation on the MCRCD or its contractors to perform inspection, testing, or tree or brush removal/clearance. Owner understands the MCRCD and its contractors will not undertake any removal or clearance of fuels or any related action until this Permission Slip is signed and returned.

2. **Acknowledgement Concerning Liability for Damages:** Owner acknowledges and understands that participation in the Program is voluntary and provided with no cost to the Owner upon signing this Permission Form. Owner further acknowledges and understands that the Owner's participation in this Program is contingent upon, and the MCRCD is relying upon, the Owner's agreement through this Permission Form to release the MCRCD from any liability arising out of the work contemplated under this Permission Form. Owner further understands and agrees that, should liability arise out of the work contemplated under this Permission Form, the Owner's sole and exclusive remedy shall be against the contractors performing said work. The MCRCD shall endeavor to hire contractors with sufficient insurance levels to cover any such potential liability.

3. **Hold Harmless:** The MCRCD shall not be liable for, and Owner shall indemnify, defend and hold harmless the MCRCD and CAL FIRE, and any of their officers, agents, 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, which arise out of or are in any way connected to the work contemplated under this Permission Form, and hereby release, discharge and waive any claims and action against same, in law or equity, arising therefrom. This indemnification and release expressly excludes the contractors, and any subcontractors thereof, performing the work contemplated under this Permission Form.

4. **Acknowledgment and Waiver Related to Timber Sales:** Owner understands and agrees that the hired contractors may sell the felled trees or biomass, and hereby waives any and all rights, actions, claims in law or equity, as to the value of said trees or biomass

in exchange for the services provided pursuant to this Permission Form.

5. MCRCD's Agents: Except as otherwise provided herein, any person, firm, or corporation authorized to work upon the Premises by the MCRCD shall be deemed to be the MCRCD's agent, including but not limited to CAL FIRE and shall be subject to all applicable terms hereof.

6. Authority: Owner represents and warrants it has full power and authority to execute and fully perform its obligations under this Permission Form pursuant to its governing instruments, as applicable, without the need for any further action, and the person(s) executing this Permission Form on behalf of the Owner are the duly designated agents of the Owner and are authorized to do so, and that fee title to the Premises vests solely in Owner.

7. Entire Agreement: This Permission Form 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.

8. Modification: The provisions of this Permission Form may not be modified, except by written instrument signed by both parties.

9. Successors and Assigns: This Permission Form 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 to MCRCD as follows:

Mariposa County Resource Conservation District
P.O. Box 2403, Mariposa, CA 95338
(209) 966-0970
MariposaCountyRCD@gmail.com

Owner Contact Info

Name: _____

Mailing Address: _____

Phone Number: _____

By their signatures below, Owner and MCRCD have executed this Permission Form effective as of
_____ (Date)

Property Owner

Signed: _____ Date: _____

Printed Name: _____

MCRCD

Signed: _____ Date: _____