

**Lower Deer Creek – Penn Valley Hazardous Fuels Reduction Project**  
**Phase 1 Planning**  
**FEMA HMGP Grant #DR4683-AP01084**

**Right-of-Entry Permit**

(For Providing Hazardous Fuels Reduction on Private Property)

**RETURN THIS FORM TO:** Nevada County Resource Conservation District: 113 Presley Way,  
Suite 1; Grass Valley, CA 95945

Right-of-Entry Permits will be processed on a first come first serve 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, Registered Professional Forester, Environmental Consultants, contractors, permittees, designees and Subcontractors, and subcontractors, the State of California, FEMA, 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 in furtherance of grant-funded wildfire mitigation activities being led by County of Nevada as grantee and identified vendors under contract with the County of Nevada to deliver funded services. Specific hazardous fuels reduction actions include, but are not limited to, inspection and evaluation of fuels reduction needs (treatment design), botanical, wildlife, and cultural surveys needed to meet environmental compliance requirements, and removal and disposal of identified hazardous vegetation fuels, including understory thinning, mastication, piling, and/or chipping during the implementation phase of the project. During the planning and treatment design aspect of the project the Registered Professional Forester(s) and/or Environmental Consultant(s) will indicate boundaries of treatment and identified environmentally sensitive areas with flagging tape tied to vegetation. It is important to ensure proper implementation that this flagging is not removed. It is fully understood that this Permit does not create any obligation on the part of the Authorized Entities to perform inspection or conduct hazardous fuels reduction on the Property. Owner understands that project related 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.

**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's Obligations.** In consideration of the permission granted, OES agrees to the following:
- a. Work will be performed in such a manner that it will not materially affect ingress or egress to or from the Property.
  - b. Surveys (botanical, wildlife, cultural) will be conducted by the Environmental Consulting Services vendor in accordance with best practices to meet environmental compliance requirements under CEQA.
  - c. Fuels reduction activities will be identified in property-specific treatment prescriptions developed by the Registered Professional Forester vendor.
  - d. Property owners will have the opportunity to request reasonable customization of the treatment design, provided this customization does not preclude the desired project outcome of wildfire mitigation as funded by grantor FEMA.
  - e. All agents of Authorized Entities associated with the program will have proper identification and will provide that upon request.
  - f. The Owner understands and acknowledges that if he/she refuses to allow the removal of fuels identified through the Lower Deer Creek – Penn Valley Hazardous Fuels Reduction Project by the OES, OES Agents, Registered Professional Forester, or Authorized Entities, 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.

**3.1 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.**

**4. No Assumption of Liability for Remediation.** In consideration of the hazardous fuels reduction project 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's 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 Lower Deer Creek – Penn Valley Hazardous Fuels Reduction Project through the grant proposal submitted by OES. 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 fuel 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) are requested to acknowledge notification of entry and provide additional information to support this process as follows:

**Owners are to check boxes and provide additional information as relevant:**

- Landowner grants permission for agent of Authorized Entity to temporarily park vehicle on property while conducting project-related activities.
- Landowner requests to be notified at the time that any Authorized Agent(s) enters the property.

Contact Information for the Landowner:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- Property has a gate.

Landowner Instructions for Gate:

Gate Code: \_\_\_\_\_

Key: \_\_\_\_\_

Other: \_\_\_\_\_

- Property has dog(s) or other domestic animals.  
Instructions for Dog(s)/Domestic Animals:  
\_\_\_\_\_

- Property is a rental property.

- Owner requests that the tenant of the property be contacted prior to entry for special instructions.

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

APN: \_\_\_\_\_

Contact Information for the Tenant:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 or provides unsafe conditions for entry, the Authorized Entities shall be under no obligation to commence the fuels reduction project activities, and the Property may be withdrawn from the fuel reduction project at the sole option of the Authorized Entities.

- Additional miscellaneous property information.

Other: \_\_\_\_\_

**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. Should a landowner choose to revoke the Right-of-Entry, the landowner shall mail a written and signed request to Nevada County Office of Emergency Services, 950 Maidu Avenue Suite 129, Nevada City, CA 95959.

**11. Partial Invalidity.** 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 Project Manager

Name: Nathan Alcorn, Nevada County Resource Conservation District  
Email Address: Nate.alcorn@ncrcd.org  
Phone Number: (530) 263-9490

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
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: \_\_\_\_\_  
Alex Keeble-Toll, Director, Office of Emergency Services