



SHASTA COUNTY

DEPARTMENT OF RESOURCE MANAGEMENT

1855 Placer Street, Suite 201 Redding, CA 96001

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Paul A. Hellman

Director

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Shasta County Grant-Funded Drought Relief Program

Right-of-Entry Permit and Release of Liability

County of Shasta
Department of Resource Management
1855 Placer Street, Suite 201
Redding, CA 96001

Property Address: _____

Assessor's Parcel Number (APN): _____

The Property Address and APN referred to as the Property.

The undersigned hereby certifies they/he/she are/is (check one):

_____ The Property Owner(s) with authority to grant access to the Property.

_____ The authorized agent of the Property Owner(s).

_____ Non-owner Resident(s)/Tenant(s) of the Property with authority to grant access to the Property.

For purposes of this Right of Entry Permit and Release of Liability, the term Owner means and includes any and all owners of records of the Property as well as any and all Resident(s) and Tenant(s) of the Property, whether or not such Resident(s)/Tenant(s) is or are owners of record of the Property.

I, _____ (Owner(s)) hereby permit the County of Shasta, and all of their officers, employees, agencies, designees, contractors, and subcontractors, including but not limited to Lawrence & Associates, Inc., J&J Pumps, Inc., and Diamond Core Drilling, Inc., this Right of Entry onto the Owner's real property located at the the Property to perform the following Work in connection with and pursuant to the Program. The term Work is defined as performing any or all of the following: assessing drought impacts on human health and safety, determining the Owner's and Property's eligibility for assistance through the Shasta County Grant-Funded Drought Relief Program (hereinafter the Program), determining the status and functionality of wells, and otherwise carrying out

Property Address: _____

APN: _____

all other County-approved Grant-eligible work, services, construction, provision of materials, repairs, responsibilities, and any other action reasonably necessary, as determined in County's sole discretion, to comply with and achieve the purposes and objectives of the Program.

Unless otherwise agreed in writing between the County and Owner(s), the permissions granted by Owner herein will automatically terminate 60 days from the date of the Owner's signature on this Right of Entry Permit, or upon completion of any and all Work, if any is approved and authorized, associated with the Program on the Property, whichever date is later.

1. Owner further grants and agrees as follows:

- a. Permission is hereby granted and Owner hereby grants to County and all of their officers, employees, agencies, designees, contractors, subcontractors, and/or permittees a right of entry ("Permit") to enter the Property, and all related areas, for the purpose of performing the Work.
- b. Owner understands that no Work will be provided or performed, if at all, unless deemed eligible and approved by County pursuant to the requirements of one or more Grants funding the Program. The County in its sole discretion will determine on a case-by-case basis the eligibility for and the scope of any and all Work to be performed, if any, on the Property in accordance with applicable law and Grants, and Owner shall and hereby does consent to all of County's determinations.
- c. Owner understands and agrees that in no event shall any work or determination by County be deemed to be the acceptance of any dedication to the public nor shall it in any way be deemed to infer or create an obligation on behalf of the County to perform any future maintenance, repairs, or other work on or for the benefit of the Property.
- d. Owner shall not be entitled to any form of monetary compensation or payment whatsoever from County or any entity performing work or services in connection with or pursuant to the Program.
- e. The provision of any and all Work shall at all times be subject to verification of eligibility under and compliance with the criteria and conditions set forth under the respective Grants funding the Program, and any other applicable law, policy and rule.
- f. Eligibility for and receipt of any assistance, Work, or other drought relief is not guaranteed and at no time shall Owner become entitled to any form of relief or assistance from the County arising out of the Program. Neither County nor any other entity performing work or services in connection with the Program shall have any obligation to commence or approve any Work on the Property. Work determined by County to be ineligible under the Program and any applicable Grant, or that exceeds the approved scope of work for the Property, shall be prohibited.
- g. To the extent conditions or requirements of any or all Grants are applicable to Owner, the Property, or the Work, Owner shall allow and hereby consents to Property inspections and to provide County with access to information and records if necessary to determine or verify

eligibility for Grant assistance, and to take any other action as may be necessary to comply with applicable Grant requirements and conditions and perform the Work.

- h. Owner shall promptly inform County of any changed conditions or other information that may be material to the ability of County and any authorized person or entity to effectively enter onto or perform eligible Work on the Property.

2. Indemnification – Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless County and 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, death, and 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, the Work, or the Program, and Owner hereby releases, discharges, and waives any Claims or any action, in law or equity, arising therefrom.

3. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit and Release of Liability 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), lienholder(s), or other third party, and any person(s) executing this Permit and Release of Liability 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) of record of the Property.

4. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all Parties hereto.

5. Fraudulent or Willful Misstatement of Fact. Owner understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under applicable state and federal law.

IN WITNESS WHEREOF, Owner and County of Shasta have executed this Right of Entry Permit effective _____, 2022.

Owner 1 Signature
Print Name: _____

Owner 2 Signature
Print Name: _____

Approved by County of Shasta:

By: _____
Director of Environmental Health Division

Property Address: _____
APN: _____