



2017 Butte Wall Fire

Hazardous Waste Inspection and Removal

Right-of-Entry Authorization

_____ (“Owner”), hereby permits the County of Butte, its officers, employees, agents, contractors and subcontractors (“County”), to enter upon Owner’s property commonly identified as _____, County of Butte, State of California (“Premises”), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County a right-of-entry (“Authorization”) over the Premises for the purpose of inspecting the Premises, testing materials on the Premises, removing and clearing any or all hazardous waste of whatever nature from the Premises, subject to the terms and conditions set forth in this Authorization. It is fully understood that this Authorization does not create any obligation on the County to perform inspection, testing or debris clearance. Owner understands that the County will undertake no cleanup action until this Right-of-Entry Authorization is signed and returned.

2. Notice of Hazards. Owner is aware that the following **circled** items were present on the Premises immediately prior to the wildfire:

Please circle all that apply and write a comment on their locations on the property.

Propane tanks: _____

Acetylene cylinders: _____

Compressed gas cylinders: _____

Guns: _____

Ammunition: _____

Hazardous substances: _____

Additional Potential Hazards:

Septic tanks: _____

Underground storage tanks: _____

Other known hazards (describe): _____

3. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless County, the United States Government, the Federal Emergency Management Agency (FEMA), The State of California, National Resource Conservation Service, Cal Fire 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, 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 Authorization, and hereby release, discharge and waive any claims and action, in law or equity, arising there from. Owner shall make Owner’s best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

4. No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Right of Entry Authorization, at no cost to Owner, County assumes no liability or responsibility, and Owner shall not seek to recover from County, the United States Government, the Federal Emergency Management Agent (FEMA), the State of California, National Resource Conservation Service, Cal Fire, California Conservation Corps, California Department of Corrections and Rehabilitation or any their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Authorization.

5. County’s Agents. Any person, firm, or corporation authorized to work upon the Premises by the County shall be deemed to be County’s agent, including but not limited to California Environmental Protection Agency and its contractors, National Resource Conservation Service, Cal Fire, California Conservation Corps, and California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

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

7. Entire Agreement. This Authorization 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 Authorization may not be modified, except by a written instrument signed by both parties.

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

10. Successors & Assigns. This Authorization shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

11. Notices. Any notice required hereunder shall be provided as follows:

For the County:

Steve Rodowick
Solid Waste Division Debris Coordinator
7 County Center Drive
Oroville, CA 95965

(530) 879-2352

For the Owner:

Name: _____
Address: _____
Phone number: _____

IN WITNESS WHEREOF, Owner and County have executed this Authorization effective as of _____ (date).

COUNTY: COUNTY OF BUTTE A political subdivision of the State of California By: _____	OWNER: Property Address: _____ _____ By: _____ (signature) Phone #1: _____ Phone #2: _____ Email address: _____
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Please supply the following Insurance Information (if insured):

Insurance Company: _____	Agent Name: _____
Policy #: _____	Agent Phone #: _____

