

**SISKIYOU COUNTY WILDFIRE MITIGATION PROJECT
RIGHT-OF-ENTRY PERMIT**

**The McConnell Foundation
Siskiyou County Wildfire Mitigation Project
800 Shasta View Drive
Redding, CA 96003
Phone: 530-226-6200**

Name of Property Owner(s): _____

Property Address(s) if known: _____

Assessor Parcel Number(s) (APN): _____

Right-of-Entry Permit for Hazardous Fuels Reduction on Private Property

The undersigned is/are the owner(s) or authorized agent of the owner(s) of the real property located at the above address (hereinafter "Permitter"). I/we 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 of approval from any other party.

Permitter hereby grants The McConnell Foundation, the State of California ("State"), and the Federal Government, including their officers, employees, agencies, independent contractors, subcontractors, volunteers, and tribal monitors (collectively, the "Permittee"), a right to enter upon the real property specified above by address and/or APN (hereafter the "Property") and will guarantee access to the Property for the activities described herein at no expense to the Permitter.

Permitter hereby acknowledges that this ROE does not create any obligation on the part of the Permittee to perform fuel reduction work to the Property. Permitter understands that no work will be performed until this ROE is completed in full. If Permitter is a landlord, Permitter certifies that Permitter has obtained any necessary permissions from any Tenant, and will notify Tenant that Permitter has granted this Right-of-Entry to the Permittee.

- Purpose:** The purpose of this Right-of-Entry is to facilitate a Hazardous Fuels Reduction Project (Project) to reduce the risk of wildfire along certain critical corridors within high-priority wildland urban interface (WUI) areas. Through hazardous fuels reduction treatment, the Project is intended to lessen the probability of moderate- to high-severity wildfires spreading into and through the WUI areas. Reducing the probability of WUI wildfires is intended to decrease loss of life and personal injury, increase effective ingress and egress, and protect habitable structures. Other intended benefits include:
 - Protection of cultural and historical resources

- Protection of ecosystem services such as water quality, flood control, green infrastructure, wildlife habitat, soil structure, and carbon sequestration
 - Providing a safer working environment for firefighters by reducing fire severity, intensity, and rate of spread, allowing them to more effectively combat catastrophic wildfires
2. **Time Period:** To ensure your property is eligible for hazardous fuels reduction treatments, please sign and return the ROE to The McConnell Foundation by mail or in person to 800 Shasta View Drive, Redding, CA 96003, or by email to sisfire@mcconnellfoundation.org **by February 1, 2024**. This ROE shall expire 48 months after the date of the Permittor(s) signature(s) below, or when the Project described in Section 1 is completed as determined by Permittor, whichever date is sooner.
 3. **Authorized Activities:** Permittor hereby grants to the Permittee the right to conduct preliminary site assessments to determine the potential boundaries of the Project area. Site assessments will determine where fuel treatments can take place and will take into consideration environmental constraints (including archaeological, biological and environmental surveys), topography, fuel types, and fuel loading relative to beneficial outcomes.

Permittor also grants to the Permittee the right to conduct hazardous fuels reduction and vegetation management work on the Property. Before any hazardous fuels reduction or vegetation management work commences on the Property, the Permittee will prepare a site-specific work plan with details on treatment specification and treatment locations. The Permittor will have the option to sign the site-specific work plan authorizing the Permittee to perform work according to the site-specific work plan. Once a site-specific work plan for the Property is approved by the Permittor, Permittee may commence with hazardous fuels reduction and vegetation management work. **No hazardous fuel reduction or vegetation management work will be completed without Permittor's authorization in the form of a signed site-specific work plan.**

Community outreach events will take place to inform Permittor of Project goals, specific implementation procedures, and Project locations. These will begin in **November 2023**. Each landowner will have the opportunity to meet with a professional experienced in hazard fuel reduction before any vegetation removal and treatment is conducted on the Property. Please note that certain properties where fuel reduction treatments may be appropriate might not be selected for participation in the Project due to budgetary and other constraints. In the event your Property is not selected for fuel reduction treatments, you should not assume that such treatments are not necessary or appropriate.

Permittor may withdraw from the Project at any time before hazardous fuel reduction and vegetation management work begins, by cancelling this ROE following the process set out in Section 12 below.

4. **Hazardous Fuels Reduction:** Hazardous fuels reduction will be completed by mechanical or hand treatment such as broadcast chipping, mastication, or removal from the property. Hazardous fuels is alive or dead vegetation that has accumulated and can increase the likelihood of destructive wildfires. When fire encounters areas of heavy surface and ladder fuel loads (continuous brush, downed vegetation or small trees) intensity magnifies and the fire may

quickly move from a ground fire into a crown fire. Hazardous fuels reduction generally requires the reduction of vertical and horizontal continuity of fuels. Likely fuel reduction work to be completed includes:

- Removal of understory brush and saplings that serve as “ladder fuels” to carry fire higher into tree crowns
- Removal of any dead or dying trees
- Thinning of stands to reduce tree canopy closure to slow fire spread and allow retardant to reach the ground in the event of fire

5. **Tribal Monitoring:** Permitter hereby acknowledges and accepts that activities by tribal monitors may be conducted on the Property for the purpose of conducting historical and cultural preservation monitoring with the purpose of inspecting, cutting, removing, clearing and monitoring hazardous fuels and vegetation as discussed in Section 1 above.
6. **Transfer of Ownership:** Any Property that is sold before the expiration of this ROE will be withdrawn from the Project, unless both the new and previous Property Owner(s)/Agent sign a property transfer affidavit, and the new Property Owner(s)/Agent executes an ROE.
7. **Release and Waiver of Liability:** Permitter acknowledges that the Permittee’s decisions about when, where, and how to provide hazardous fuels reduction on the Property are discretionary functions. Permitter hereby acknowledges that the Permittee is not liable for any claim based on the exercise or performance, or failure to exercise or perform, a discretionary function, and promises not to make such a claim. Permitter further releases the Permittee from all liability for any damages or loss whatsoever that may occur during or after the Hazardous Fuels Reduction Project. This release and waiver of liability survives the termination and expiration of this ROE.
8. **Indemnification – Hold Harmless:** Permitter hereby agrees to indemnify, defend, and hold harmless the Permittee 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”), as well as any and all actions, either legal or equitable, which the Permitter has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any decision or action of Permittee taken or not taken in connection with entry onto the Property or to accomplish the Purpose of this ROE. No work can be performed on the Property without indemnification.
9. **Site-Specific Work Plan and Marking of Infrastructure Facilities:** Permitter agrees to make their 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 subgrade structures in work locations detailed in the site-specific work plan. Permitter will be required to carefully review the site-specific work plan and authorize locations and specifications for hazardous fuels reduction treatments. Upon authorization of the site-specific work plan, Permitter shall provide information to Permittee to append any maps, diagrams, or notes that

may be useful in avoiding subgrade structures and marking trees/vegetation which Permitter may want to leave on the property following the Hazardous Fuels Reduction Project. The Permittee will endeavor to avoid all marked structures and trees/vegetation; however, Permitter acknowledges pursuant to Section 7, that they release the Permittee from any liability for damages to the Property. Permitter further acknowledges pursuant to Section 8, that they indemnify and hold harmless the Permittee from any claims or losses due to any damages to the Property.

10. **Driveway, Roadway and Other incidental Damage:** Multi-ton equipment must perform the hazardous fuels reduction work and removal of chipped vegetation into trucks for appropriate disposal. The scale and weight of this equipment and the weight of the loaded trucks often exceeds the design capacity of residential driveways, sidewalks, and private roadways. Crews will take reasonable precautions to mitigate against damage. However, Permitter acknowledges that treatment areas identified in the site-specific work plan may experience cracking, damage to surfaces and compaction that is a common and unavoidable consequence, and is therefore considered incidental to the Project. By signing this ROE and opting into the Project, the Permitter acknowledges the risk of such incidental damage as well as their responsibility for the cost of any repairs to private property, easements, jointly owned private roadways that may be caused by crews in the performance of the Project.
11. **Erosion Control.** Permitter acknowledges that erosion control measures may be necessary, such as straw and native grass seeding on the Property. Installation of erosion control measures is at the sole discretion of the Permittee.
12. **Modification.** The provisions of this ROE may not be modified. Permitter may cancel this ROE before hazardous fuel treatments commence only by submitting an executed Withdrawal Form to The McConnell Foundation by mail or in person to 800 Shasta View Drive, Redding, CA 96003, or by email to sisfire@mccconnellfoundation.org. A Withdrawal Form may be obtained by contacting The McConnell Foundation or downloading the form from The McConnell Foundation website at www.mccconnellfoundation.org/wildfire-mitigation/
13. **Fraudulent or Willful Misstatement of Fact:** The McConnell Foundation will rely upon the representations and authorizations made in this ROE to perform work funded by CalOES, Cal Fire, and FEMA grants. An individual who fraudulently or willfully misstates any fact in connection with this ROE may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 United States Code, Section 1001.
14. **Property Access:** This ROE includes the right of ingress and egress to the Property. All tools, equipment, and other property taken upon or placed upon the property by the Permittee shall remain the property of the Permittee and may be removed by the Permittee at any time within a reasonable period after the expiration of this ROE, if necessary.
15. **Information Sharing:** This ROE and the site assessment may be shared with the State of California and the Federal Government to meet grant funding requirements. Permitter acknowledges that completed ROE forms may be subject to public records disclosure including

but not limited to the California Public Records Act (Government Code Section 6250 et seq.). While efforts will be made to redact personally identifiable information, such redaction will be made at the sole discretion of the State or Federal Government.

Contact Information and ROE Return: Please return the completed ROE to The McConnell Foundation. For more information about the Hazardous Fuels Reduction Project in Siskiyou County, California, contact:

The McConnell Foundation
ATTN: Alex Carter
800 Shasta View Drive
Redding, CA 96003
Phone: 530-226-6200
Email: sisfire@mcconnellfoundation.org

The undersigned Permitter hereby certifies that he/she/they/it is the owner or authorized agent for the owner of the Property described above, has obtained all necessary consents (including the consents from any co-owners, tenants, or governing instruments) to this ROE, and is otherwise authorized to execute this ROE and confer the rights provided for herein without the need for any further action.

Printed Name of Property Owner(s) or Owner's Agent

Signature of Property Owner or Owner's Agent Date

Signature of Property Co-Owner (if applicable) Date

Current Contact Information for the individual to whom The McConnell Foundation should provide notice before work begins:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Is the property owner seeking financial assistance from the Natural Resource Conservation Service, Cal Fire, private insurance or any other source (other than the McConnell Foundation) for tree removal or fuel reduction services on the property? ___ Yes ___ No

If yes, please explain, and provide contact information so that the McConnell Foundation can ensure it does not duplicate efforts.

Contact name, email, and/or phone number of other financial assistance: (if applicable):

Additional information, contact name, email, and/or phone number (if applicable):
