



TOWN OF PARADISE
BUTTE COUNTY



October 28, 2019

Dear Property Owner,

We understand many residents have suffered unimaginable loss because of the Camp Fire. The Town of Paradise and Butte County, in partnership with State and federal support agencies, are working together to ensure every effort is made to take care of our communities. One hurdle residents are facing is the removal of hazard trees on private property.

The Town and County are working with the Governor's Office of Emergency Services (Cal OES) and other federal and State partners in a hazard tree removal program to identify and remove hazard trees on private property that are a threat to fall into public roads. The Government Tree Program is available at no out-of-pocket cost to property owners who complete and sign a Tree Right-of-Entry (ROE) form to allow access to private property for tree removal.

A Tree ROE form is included with this letter along with a checklist to guide property owners through completion and submission of the form. **Property owners must submit the Tree ROE form by close of business on December 20, 2019 to participate in the Government Tree Program.**

By submitting the Tree ROE form, property owners are granting permission for contractors hired by the State to safely and efficiently remove hazard trees to clear the way for rebuilding. To avoid duplication of benefits, residents may be required to remit a portion of insurance claim payments specifically reserved for tree removal. There are no out-of-pocket expenses regardless of the actual cost of the tree removal.

Property owners who choose not to participate in the Government Tree Program for hazard trees must remove their own hazard trees in order to comply with Town and County ordinances. The Town or County will inspect the property to confirm all hazard trees that may fall into the public right-of-way are removed. Please complete the enclosed Private Program Inspection Access Form if you plan to remove hazard trees yourself or if you already removed the hazard trees. The deadline to submit the Inspection Access Form is also December 20, 2019.

Learn more at www.buttecountyrecovers.org/private-property-tree-removal.

We know this is an important decision for property owners. If you have any questions, please contact the Tree ROE Center at 530.552.3030.

Respectfully,

Jody Jones
Mayor, Town of Paradise

Steve Lambert
Chair, Butte County Board of Supervisors



Tree Removal Right-of-Entry Permit Checklist for Property Owners

Property Owners must complete a Right-of-Entry Permit for Tree Removal on Private Property (ROE) and provide the proper paperwork to enroll in the Government Hazard Tree Removal Program. Please follow the checklist below to make sure you have all the necessary documents to submit the ROE. Property Owners who submitted an ROE for debris removal may already have the supporting documents and should resubmit them with the ROE. **Applications will not be approved until all required information is received. Please only submit ONE ROE per property.**

Documents needed for submittal of the ROE:

- ☐ ROE for Tree Removal on Private Property
- ☐ Government Issued ID (Driver's License/Passport)
- ☐ Insurance Policy:
 - ☐ Declaration page
 - ☐ Tree Removal coverage section/page
 - ☐ Assessor's Parcel Number (APN)
- ☐ Signature of all Property Owners, Trustees or Power of Attorney
- ☐ Trust or LLC Documents (ONLY if applicable)
 - ☐ 1st Page of Trust & Pages naming Trustees
 - ☐ Signature Authorization page
 - ☐ Power of Attorney signature page
 - ☐ Any other relevant pages
- ☐ Signed and notarized document for authorized agent (ONLY if Property Owner is not signing)

Property Owned by 1 or more People

All Owners listed on the title of the home must:

- Sign the ROE
- Show Government Issued ID (Driver's License/Passport)
- Submit a signed and notarized document for authorized agent (ONLY if Property Owner is not signing)

The ROE and supporting documents may be submitted at the following locations:

RETURN VIA MAIL:

Tree Removal ROE Processing Center
205 Mira Loma Dr. Ste 50, Oroville CA 95965

RETURN IN PERSON ONLY:

Community Employment Center
78 Table Mountain Blvd, Oroville
Butte County Library, Paradise-Community Room
5922 Clark Road, Paradise
Butte County Library, Chico
1108 Sherman Ave, Chico

E-MAIL TO: TREEROE@buttecounty.net

ROE Information Line: 530.552.3030

Property Owned by a Trust, LLC, or other Legal Entity:

If a home is owned by a trust, LLC or other legal entity, please bring:

- First page of the trust, LLC or other agreement
- Signature Authorization page/Pages naming Trustees
- Power of Attorney signature page
- Any other relevant pages

All trustees or signatories must sign the ROE

County of Butte
205 Mira Loma Drive, Suite 50
Oroville, CA 95965



Phone: (530) 552-3030
Email: TREEROE@buttecounty.net

Property Address: _____

Assessor's Parcel No. (APN): _____

Right-of-Entry Permit for Tree Removal on Private Property

I / we, _____,
certify that I am / we are the owner(s) or authorized agent of the real property located at the above address (hereinafter "Owner"). I hereby certify that I have full power and authority to execute this Right of Entry (ROE) Permit without the need for any further action, including, but not limited to, notice to or approval from any other party.

I / we hereby grant Butte County and Town of Paradise and their officers, employees, agencies, and independent contractors ("County"), the State of California and its officers, employees, agencies, and independent contractors ("State"), and the Federal Government and its officers, employees, agencies, and independent contractors ("Federal Government") (collectively the County, the State and the Federal Government will be referred to hereinafter as the "Government"), a ROE upon the real property specified above by address and APN (hereafter the "Property"). This ROE shall be binding on any successor interests in the Property.

Please initial next to each section below that you have read, understand and agree to all of the terms and conditions:

____ 1. **Time Period:** This ROE shall expire 36 months after the date of the Owner's signature(s), below, or when the tree removal activities described below are complete, as determined in the sole discretion of the Government, whichever date is sooner.

____ 2. **Purpose:** The Government is granted this ROE to inspect, cut, remove, and clear wildfire-damaged trees identified by the Government as "hazard trees" from the Property and eligible for removal as part of the mandatory

Property Address: _____
APN: _____

Government Hazard Tree Removal Program ("Program"). The Program does not include the removal of tree stumps.

_____ 3. **Hazard Trees:** Wildfire-damaged trees that have been so severely damaged by the Camp Fire that their structural integrity is compromised and that pose an imminent danger of falling onto a public right of way, public improved property, or a limited number of certain private roads, may be considered hazard trees and eligible for the Program at the sole determination of the Government.

_____ 4. **Reimbursement:** Most homeowner's insurance policies include coverage for removing trees. If Owner possesses homeowner's or property insurance, Owner hereby agrees to file an insurance claim for trees removed pursuant to the Program. State and federal law require Owner to assign any tree removal insurance proceeds to the Government to avoid a duplication of benefits (42 USC 5155; 44 CFR 204.62). In consideration of the Government's agreement to perform tree removal activities under the Program, Owner agrees to inform the insurance company listed below of this assignment and agrees to release their insurance information to the Government.

Specified Tree Removal Insurance Coverage: If Owner's insurance in effect at the time of the wildfire provides specified coverage for tree removal, Owner hereby assigns any and all rights, benefits, or proceeds of any insurance to County for hazard trees removed under the Program and hereby authorizes that any benefits or proceeds be paid directly to County. If Owner has already utilized the specified coverage amount on tree removal, and Owner's property still contains eligible trees for removal under the Program, Owner hereby assigns any and all rights, benefits, or proceeds of any unused benefit amount that is eligible for debris or tree removal to County. Owner shall not be liable for any further costs to County for tree removal under the Program.

No Specified Tree Removal Insurance Coverage: If Owner's insurance in effect at the time of the wildfire does not provide specified or separate coverage for debris or tree removal, but tree removal coverage is included within another, more general coverage category, payment to County shall be limited to the unused benefit amount of their insurance, after the residence is rebuilt. Owner hereby assigns any and all rights, benefits, or proceeds of any unused benefit amount remaining in their general coverage to County. Owner shall not be liable for further costs to County for tree removal under the Program.

In the event the insurance companies listed below issue insurance proceeds for the Program directly to Owner, Owner shall promptly inform County of the amount of such proceeds and remit such insurance proceeds to County.

Insurance Company: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Phone / e-mail: _____

Secondary Insurance, or personal property insurance for other damaged items on the Property:

Insurance Company: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Phone / Email: _____

If Owner does not have homeowner's or other similar insurance for the Property in effect at the time of the wildfire, or if the Owner did not own the Property at the time of the wildfire, Owner certifies under penalty of perjury by his/her signature below that no insurance coverage for the Property was in effect at the time of the wildfire:

Owner's signature

Date

Owner is required to inform the Government when the Property is sold, if transfer of ownership occurs prior to the completion of tree removal from the property pursuant to the Program. The Owner must also provide notice of the Owner's grant of this ROE to the buyer of the Property from the Owner. A claim for insurance proceeds for work completed under the Program prior to the transfer of the Property will be billed to the insurance company listed above if applicable.

____ 5. **Waiver of Liability:** Owner acknowledges that the Government's decisions about when, where, and how to provide services under the Program on Owner's property pursuant to this ROE are discretionary functions. Owner hereby acknowledges that the Government is not liable for any claim based on

Property Address: _____

APN: _____

the exercise or performance, or failure to exercise or perform, a discretionary function, and promises not to make such a claim. **Owner further releases and agrees to hold and save harmless the Government from all liability for any damage or loss whatsoever that may occur during or after performance of the Government's activities in the Program.** Owner therefore waives any claims or legal action against the Government arising from or relating to this ROE. This indemnification is required by state and federal law, including the California Emergency Services Act, California Government Code section 8655 and the Stafford Act, 42 United States Code, sections 5148 and 5173.

Owner agrees that the methodology for identifying and removing hazard trees, and the selection of personnel to identify hazard trees, shall be at the sole discretion of the Government and Owner expressly waives and releases any claims in that regard. Owner expressly waives his or her rights to bring proceedings in law or equity against the Government with respect to the identification and/or removal of hazard trees.

____ **6. Markings of Infrastructure Facilities:** Owner agrees to make their best efforts to mark subgrade utility lines (sewer, water, electricity, gas, cable, solar), and to mark the location of septic tanks, wells, or other subgrade structures. Owner should carefully complete the attached *Property Information Form* and append any maps, diagrams, or legible notes that may be useful to the Government's contractor in locating subgrade structures.

____ **7. Driveway, Roadway and Other Incidental Damage:** Heavy equipment, including but not limited to excavators, tree harvesters, cranes, loaders, skidders, wood chippers, tub grinders and trucks must be used for the cutting, delimbing, consolidating and loading of wildfire-damaged hazard trees into trucks for removal to appropriate disposal sites or other facilities. The size and weight of this equipment, used for cutting, delimbing, processing, and removing trees from fire-damaged neighborhoods, often exceeds the design capacity of residential driveways, sidewalks, and roadways. Cracking and damage to asphalt and concrete pavement is a common and often unavoidable consequence, and is therefore considered incidental to the Program. The State, where feasible, will make reasonable efforts to mitigate such damage. However, by entering into the Program at this Property, the Owner acknowledges the risk of such incidental damage as well as the Owner's personal responsibility for the cost of any repairs to private property or jointly-owned private roadways that may be caused by the State contractors in the performance of Program operations. Owner hereby promises to hold and save harmless the Government from any repair claims described above, or any other incidental and unavoidable damage occurring as a result of routine operations.

_____ 8. **Damage to Improved Property:** The Program's crews will attempt to minimize impacts to improved property that was not damaged by the fire. The California Governor's Office of Emergency Services Operations Chief *may, in their sole discretion*, authorize attempted repair or replacement of improved property that was negligently damaged during the Program's operations. However, Owner acknowledges paragraphs 5 and 7 of this ROE limit the liability of the Government and their contractors.

_____ 9. **Modification:** The provisions of this ROE may not be modified. Owner may cancel this ROE only by submitting an executed *Withdrawal Form* to the County (see below).

_____ 10. **Fraudulent or Willful Misstatement of Fact:** An individual who fraudulently or willfully misstates any fact in connection with this agreement 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.

_____ 11. **Property Interest in Trees Removed or Marked for Removal:** Owner retains no property interest in the trees removed or marked for removal by the Government under the Program. No wood, logs, chips or slash will be returned to the Owner.

_____ 12. **Tree Stumps and Other Material:** Tree stumps of the removed trees will not be removed. The Government retains no interest in these stumps because they do not pose an imminent danger of falling onto a public right of way or other public improved property, and has no responsibility to remove the stumps under the Program. In addition, materials generated during the Program's activities, including incidental foliage, slash, tree branches, or limbs, and chipped or mulched vegetative material ("Incidental Material"), may be left behind. The Government has no responsibility to remove Incidental Material under the Program. Trees that have either fallen or have been cut down before or after the fire, but not taken down as part of the Program, will be marked to remain on site and will not be removed by the Government or its contractors pursuant to the Program. **Owner further releases and agrees to hold and save harmless the Government from all liability related to Incidental Material.**

_____ 13. **Residing on the Property:** If Owner or any other party currently resides on the Property or will reside on the Property prior to or during the removal of any hazard trees, any residing party or Owner understands that the Government may determine that there are hazard trees on the Property, and may remove the hazard trees as part of the Program regardless of the risk, disruption or inconvenience caused thereby. Owner or any other party accepts any risk or

inconvenience that may result from their choice to live on the Property during the Program and waives any and all legal claims related to any risk, disruption or inconvenience resulting from Program activities. Additionally, any party residing on the Property during the Program shall comply with any and all requests from the Government as part of the Program, including a request that any residing parties absent themselves from the Property during Program activities.

____ 14. **Tree Removal by Owner/Agent:** If any party, other than the Government, removed any fire-damaged trees from the Property, the Government will not provide reimbursement for the cost of tree removal. Trees must be inspected by the Government for eligibility under the Program.

____ 15. **Certification:** When tree removal is completed under the Program, or if no hazard trees eligible for the Program exist on the Property, the County will issue a certification evidencing that all hazard trees the Government deemed eligible for the Program have been removed ("Certification").

Printed name of Owner or Agent

Signature of Owner or Agent

Date

Phone number of Owner or Agent

E-mail address of Owner or Agent

Mailing address of Owner or Agent

Approved by County of Butte and verification that the Property, APN, and Owner are accurate and meet the eligibility requirements of program:

Title and Printed name of County Representative

Signature of County Representative

Date

Property Address: _____
APN: _____

Government Hazard Tree Removal Program
Property Information Form

Please identify all that apply on the Property:

Underground Tanks	Location	Construction Date (if known)	Comments
Septic ¹			
Fuel/Oil			
Water			
Other:			

1. Septic tanks will be pumped of all waste as part of the program only if they pose a hazard to crews.

Underground Structures	Location	Construction Date (if known)	Comments
Basement			
Root Cellar			
Other:			

Site Map

Owner to attach printout or hand-drawn map of the parcel identifying structures and underground features (if any).

Withdrawal Form – Complete and sign ONLY when Owner withdraws from the Program

To cancel this ROE and withdraw the Property from the Program, this cancellation form must be signed by the owner, delivered to the County in which the Property is located, and acknowledged by an authorized employee in advance of Program activities at the Property. Please allow at least three (3) days to process.

Alternatively, the ROE may be cancelled at the Property site **by obtaining the signature of designated County Representative present when the crew appears for work**. Due to scheduling constraints, the Government cannot provide specific dates and times when they will be available at the Property site to accept a cancellation.

As the Program is mandatory, Owner acknowledges that upon the cancellation of this ROE and the withdrawal of the Property from the Program, Owner shall be responsible for removing at their own expense any hazard trees that would have been eligible for the Program. The local government will take legal action to address the Owner's failure to remove hazard trees.

I have read and understand the foregoing statement concerning cancellation of this ROE and the requirement to remove any hazard trees at my own expense. I hereby certify that the work under the Program at the Property has not yet commenced, and that I request to cancel the Right of Entry (ROE).

Printed name of Owner or Agent

Signature of Owner or Agent

Date

Phone number of Owner or Agent

E-mail address of Owner or Agent

Mailing address of Owner or Agent

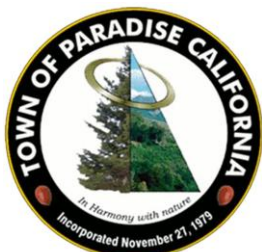
I hereby acknowledge receipt of the foregoing request for cancellation:

Title and Printed name of County Representative

Signature of County Representative

Date

Property Address: _____
APN: _____



Private Hazard Tree Removal Program – Inspection Access Form

Tree Removal Form Processing Center
205 Mira Loma Drive, Ste 50, Oroville, CA 95965
TreeROE@ButteCounty.net | 530.552.3030

Property Address:

Property Owner Phone Number

Assessor's Parcel No. (APN):

Property Owner Email (optional)

I / we, _____, certify that I am / we are the owner(s) or authorized agent of the real property located at the above address (hereinafter "Owner"). I / we hereby certify that I / we have full power and authority to execute this Private Hazard Tree Removal Program Inspection Access Form (the "Inspection Access Form") without the need for any further action, including, but not limited to, notice to or approval from any other party.

I / we hereby grant Butte County, the Town of Paradise, as well as the State of California, and the Federal Government, and their officers, employees, agencies, and independent contractors (collectively, the "Government"), pursuant to this Inspection Access Form, a temporary permit upon the real property specified above by address and APN (hereafter the "Property") for the purpose of confirming compliance with the Private Hazard Tree Removal Program (the "Private Tree Program"). Owner will provide a description of access to the Property to the Private Tree Program.

The permit granted by this Inspection Access Form shall begin on _____, and terminate when the Government has verified Owner's compliance with the Private Tree Program. This permit and access does not include any compensation by either party.

Owner agrees that the methodology for identifying hazard trees, and the selection of the subject matter expert to verify Owner's compliance with the requirements of the Private Tree Program, shall be at the sole discretion of the Government, and Owner expressly waives and releases any claims in that regard. Owner expressly waives his or her rights to bring proceedings in law or equity against the Government with respect to the Private Tree Program.

Owner hereby acknowledges that the Government 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. **Owner further releases and agrees to hold and save harmless the Government from all liability for any damage or loss whatsoever that may occur during or after the Government's confirmation of Owner's compliance with the Private Tree Program pursuant to this Inspection Access Form.** Owner therefore waives any claims or legal action against the Government relating to this Inspection Access Form.

Owner signature

Owner signature

Print name

Print name

Date

Date