



County of San Diego

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

DEPARTMENT OF AGRICULTURE WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CA 92123-1217
(858) 694-2739
FAX (858) 467-9697
<http://www.sdcawm.org>

MĒGAN MOORE
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

June 22, 2023

Dear Community Member:

County of San Diego's Department Agriculture, Weights and Measures (AWM) has partnered with several other agencies to aid in the eradication of the invasive desert knapweed (*Volutaria tubiflora*).

Currently AWM's priority is the development and systematic distribution of outreach to obtain Right of Entry Authorization permits from property owners with known infestations of *Volutaria*. If you believe that *Volutaria tubuliflora* is located on your property, please assist in the eradication efforts of this invasive weed by filling out the Right of Entry Authorization form below and emailing it to IPC.AWM@SDCounty.CA.gov or mailing it to AWM at:

Department of Agriculture/Weights and Measures
Attention: Integrated Pest Control Program
9325 Hazard Way, Ste 100
San Diego, CA 92123

You can check the [CalFlora](#) resource to help determine if *Volutaria* has been spotted on your property.

If you have any questions or concerns, please feel free to contact the department and program contact Mark Martinez at 858-614-7751 or email IPC.AWM@SDCounty.CA.gov.

Thank you,

The Department of Agriculture/ Weights and Measures



Please email or mail form back to department
Email: IPC.AWM@SDCounty.CA.gov
Mail: Department of Agriculture/Weights and Measures
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MĒGAN MOORE
ASSISTANT COMMISSIONER

RIGHT OF ENTRY AUTHORIZATION

Property Owner/Agent: _____ Contact Telephone: _____
APN: _____ Email: _____
Property Address: _____ City: _____ Zip Code: _____
Mailing Address: _____ City: _____ Zip Code: _____

The above-listed Property Owner, Authorized Representative Agent or Operator of Property ("Owner") hereby permits the County of San Diego Department of Agriculture, Weights and Measures, its officers, employees, and agents ("COUNTY"), to enter upon Owner's property ("Premises") located as listed above, subject to all licenses, easements, encumbrances, and claims of title affecting the Premises and upon the following terms and conditions:

- Grant of Right-of-Entry.** Owner hereby grants COUNTY a right-of-entry ("Permit") over the Premises to ingress to and egress from the area to survey for, map locations of, chemically treat, monitor, and remove non-native invasive plants known to be growing on the Premises, subject to the terms and conditions set forth in this Permit. Entry to the Permit Area will be by means of existing roads and driveways, where available, and by other means mutually agreed to by both parties when roads and driveways are not available.
- No Implied Easement.** Nothing in this Permit shall be construed to grant County an easement by implication, prescription, or any other operation of law.
- Term.** This Permit shall become effective upon execution hereof by the Director of COUNTY's Department of Agriculture, Weights and Measures and shall terminate only upon written agreement of the parties.
- Herbicides.** As one means of removing targeted non-native invasive plants from the Premises, COUNTY may apply herbicides to them. Although County will use and apply the herbicides in accordance with the instructions on the herbicide label and in accordance with all applicable state and County laws and regulations, COUNTY makes no guarantees of the efficacy of applied herbicides and makes no guarantee it will be able to permanently eliminate the targeted plants from the Premises and/or not inadvertently damage non-target plants in the attempt to remove targeted plants.
- Compliance with Laws.** In conducting its operations on the Premises, COUNTY shall comply, at COUNTY's expense, with all applicable laws, regulations, rules, and orders, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of Owner.

6. **Waiver of Liability.** In consideration of the COUNTY's removal of the non-native invasive plants from the Premises at no cost to Owner, Owner hereby waives, releases and forever discharges any and all rights and claims for damages, injuries, expenses or costs of any kind which Owner has now or may acquire in the future that are directly or indirectly related to the work described above, against the COUNTY and its agents, officials, employees, volunteers and contractors.
7. **Costs.** The work described above shall be done at the COUNTY's sole expense.
8. **Authority.** Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit 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 Owner.
9. **Entire Agreement.** This Permit, together with any addenda, exhibits and riders attached hereto, 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.
10. **Modification.** The provisions of this Permit may not be modified, except by a written instrument signed by both parties.
11. **Partial Invalidity.** If any provision of this 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.

IN WITNESS WHEREOF, both parties have executed this Permit effective as of _____.

COUNTY:

OWNER/AGENT(S):

COUNTY OF SAN DIEGO, a political
Subdivision of the State of California

By: _____

HA DANG
Agricultural Commissioner/
Sealer of Weights and Measures

Owner/agent signature

Owner/agent printed name

Public Disclosure

We strive to protect personally identifiable information by collecting only information necessary to deliver our services. All information that may be collected at this site becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Privacy Notice and any County ordinance or other law governing the County's disclosure of records, the County ordinance or other applicable law will control.

Access and Correction of Personal Information

You can review any personal information we collect about you. You may recommend changes to your personal information you believe is in error by submitting a written request that credibly shows the error. If you believe that your personal information is being used for a purpose other than what was intended when submitted, you may contact us. In all cases, we will take reasonable steps to verify your identity before granting access or making corrections. See Contact Information section.

Project contact: Mark Martinez, County of San Diego AWM, Integrated Pest Control: Phone: 858-614-7751