



**YUBA COUNTY WILDFIRE HAZARD REDUCTION PROGRAM AGREEMENT
WITH YUBA COUNTY RESOURCE CONSERVATION DISTRICT**

This Site Access Agreement (“Agreement”) is made by and between _____(Landowner Name), hereinafter called “Landowner,” and the Yuba County Resource Conservation District, hereinafter called “YCRCD” regarding the Landowner’s real property located at:

(location description with reference to road), APN #(s) _____ (000-000-000) in Yuba County, California, hereinafter called the “Landowner’s Property” or the “Site”.

I. ACCESS PERMISSION

Landowner hereby grants permission to the YCRCD, or the YCRCD’s contractors, employees, representatives, agents or assigns, or other designees authorized by the YCRCD (collectively, “Authorized Parties”) to enter upon the Landowner’s Property to perform the “Permissible Activities,” as set forth in Section III below. This permission is effective immediately upon the execution of this Agreement by Landowner and the YCRCD.

II. PERMISSIBLE ACTIVITIES

The permission granted by Landowner under this Agreement is limited to the following activities which may be performed by the Authorized Parties, without cost to the Landowner:

YCRCD is offering to support Landowners in fuels reduction and fire prevention work. Technical experts from the Authorized Parties will meet on-site to determine a work plan that benefits the Landowner. The Authorized Parties will provide materials, labor, and technical assistance to support the fire prevention and recovery effort. Depending on weather, site conditions, availability and resources, these fuels reduction and fire prevention efforts can be performed on your property with your permission to proceed as described. Treatments focus on improving lands outside of



the defensible space. These treatments may include but are not limited to weed whacking, liming trees, bucking, debris removal piling, clearing brush, small tree felling, large hazard tree felling, prescribed fire, mastication, and chipping. In the event the work needs to be rescheduled due to weather or otherwise, we will contact you to establish a new mutually agreeable date to complete this work.

III. EXERCISING ACCESS PRIVILEGES

- i. Access to the Site shall be limited to those portions of Landowner's Property where the Permissible Activities are proposed to be performed and those additional portions of real property that must be traversed to gain access to the work site.
- ii. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after obtaining agreement from the Landowner.
- iii. Authorized Parties will give notice to the Landowner at least 72 hours prior to any visit on the Landowner's Property, although may enter the Site with less than 72 hours' notice with Landowner's permission.
- iv. At no time will the Authorized Parties access the Site without the Landowner and/or YCRCD present unless expressly given permission by the Landowner.
- v. Reasonable precautions will be exercised by the Authorized Parties to avoid damage to persons and property.
- vi. Authorized Parties will take reasonable steps not to interfere with the Landowner's operations on the Site.
- vi. YCRCD will supply to Landowner all information derived from the Permissible Activities conducted at the Site. The YCRCD may use such information for any purpose at the YCRCD's sole discretion.

IV. LANDOWNER'S USE OF SITE

The Landowner retains the right to use the Site, and the Authorized Parties will work with the Landowner regarding minimizing activities that may interfere with the Landowner's management and use of the Site. However, the Authorized Parties are not responsible for any inconvenience, economic injury, or business damage that Landowner may suffer due to the performance of any Permissible Activities. This Agreement does not modify any legal rights the parties may have regarding negligent or intentional acts.

V. DURATION AND TERMINATION OF ACCESS

This Agreement is granted, without any fee or charge to YCRCD, and shall commence immediately upon the execution of this Agreement by Landowner and YCRCD, and continue in effect until December 31, 2030. YCRCD agrees to notify the Landowner promptly in



writing when the work related to the Permissible Activities have been completed. YCRCD or Landowner may terminate this Agreement at any time by giving written notice to the other party.

V. LIABILITIES AND INDEMNIFICATION

Landowner agrees to defend, indemnify and hold harmless the Authorized Parties, and their officers, employees, contractors, subcontractors, agents, invitees, successors, and assigns (each an "Indemnified Party") from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs of suit) of any nature whatsoever arising out of or resulting from the Indemnified Party's use of the property or from any other activity, work, or thing done, permitted or suffered by the Indemnified Party in, on or about the property, except, in each case, to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred as a result of the negligence or willful misconduct of the Indemnified Party. It is understood and agreed that the Authorized Parties have not at any time made and are not now making, and the Authorized Parties specifically disclaim, any warranties or representations of any kind or character, express or implied, with respect to the activities identified in the Permissible Activities.

VII. MISCELLANEOUS

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the YCRCD and the Landowner regarding this grant of access to the YCRCD as stated herein. No modification, amendment, or waiver of the terms and conditions of this Agreement shall be binding upon YCRCD unless approved in writing by an authorized representative of YCRCD.

ii. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate California court having jurisdiction located in Yuba County, California.

iii. **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

iv. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Landowner and YCRCD. No other person or entity shall have any right of action based upon the provisions of this Agreement.



v. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. 1151 Butte House Rd. Suite B, Yuba City, CA 95993 (530) 329-6207 <https://www.ycrcd.org>

VII. EXECUTION

By signing this Agreement, Landowner certifies he or she is the legal owner of the Site and therefore has the authority to grant the permission herein.

_____	_____		
Signature of Landowner	Signature of Yuba Country RCD		
_____	_____		
Print Name	Date	Print Name	Date
_____	<u>1151 Butte House Rd, Yuba City, CA 95993</u>		
Landowner Mailing Address	YCRCD Mailing Address		
_____	<u>(530) 329-6207</u>		
Landowner Telephone Number	YCRCD Telephone Number		

Landowner E-Mail Address			