

## RIGHT OF ENTRY AND LICENSE AGREEMENT

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT (“**License Agreement**”) is made and entered into as of October \_\_, 2021 (the “**Effective Date**”), by and between FEATHER RIVER RESOURCE CONSERVATION DISTRICT, a \_\_\_\_\_ (“**FRRCD**”) and PLUMAS EUREKA COMMUNITY SERVICES DISTRICT, a \_\_\_\_\_ (“**Landowner**”). FRRCD and Landowner are each respectively referred to herein as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

A. FRRCD has received a grant from the Sierra Nevada Conservancy (“**SNC**”) for the Mohawk Valley Resiliency Project (“**Project**”) for the real property located within the project area generally described as: Easter Plumas County (the “**Project Area**”);

B. FRRCD works with willing landowners for the purpose of conservation of natural resources in Plumas County through cooperative agreements authorized by Article 9 (commencing with Section 9401 of Chapter 3 of Division 9 of the Public Resources Code);

C. Landowner is the fee owner of certain real property located within the Project Area referred to as referred to as Assessor’s Parcel Nos: 129190058, 129190027, 129181048, 129181047, 129170001, 129123006, 129115004, 129104001, 129085011, 129070001, 129062012, 129062007, 129062006, 129062005, 129062004, 129062003, 129062002, 129062001, 129060001, 129053009, 129040013, 129040001, 129031001, 129010043, 129010036, 129010036 (collectively (“**Landowner’s Property**”)).

D. Landowner has agreed to provide FRRCD access to Landowner’s Property as reasonably necessary to remove hazardous fuels therefrom in order to increase wildfire preparedness and create a point from which future fuels management projects can be developed in accordance with the overall Project;

NOW, THEREFORE, in consideration of the promises and mutual benefits which shall accrue to the parties hereto in carrying out the premise of this Agreement, the parties agree as follows:

1. Recitals. The above recitals are hereby incorporated into this Agreement.
2. License and Right of Entry. Landowner hereby grants to FRRCD, SNC, and their agents a non-exclusive right and license to enter, and for such parties to allow their contractors, subcontractors, consultants, representatives, agents, permittees and employees (collectively “**FRRCD Representatives**”) to enter to the Landowner’s Property to implement a component of FRRCD’s Mohawk Valley Forest Resiliency Project and to monitor the results for the Term set forth in Section 3, below. Without limiting the foregoing, Landowner shall allow FRRCD and the FRRCD Representatives access to Landowner’s Property for a minimum of ten (10) years after completion of all grant funded project work in order to assure implementation of all grant funded project work and its proper functioning. Access by the FRRCD, Bureau of State Audits, and SNC includes each of these entities' agents, authorized representative, designees, and or employees.

3. Term of Agreement. This Agreement shall commence on the date of signing and shall terminate on December 31, 2032, at 11:59 p.m. (“**Term**”).

4. Scope of Project and Treatment. The objective of the Project is to improve fire and fuels management on public and private lands in south Plumas County. FRRCD will hire contractors to treat Landowner property to reduce vertical and horizontal continuity of live and dead fuels by removing or thinning thickets of small trees and brush. The fuels are understory trees and brush in mature forests and small trees and brush within plantations. The trees and brush are cut in place and piled in 8'x8' piles and burned at a later date to reduce fuel loading and fire hazard. Trees to be cut are from 1 inch to 10 inches diameter at breast height (DBH). All tree cutting will be done by an experienced chainsaw operator. Treatment will only be done on slopes 30 percent and less. An overstory shade canopy of at least 30 percent in forested areas will be retained to suppress growth of brush and grass.

5. Conditions for Access. Landowner shall provide access to Landowner’s Property to FRRCD’s Representatives after the following actions are completed:

- a. FRRCD shall provide a map to Landowner describing the portions of the Landowner’s property that will be treated and monitored;
- b. Landowner shall submit a fully executed copy of this agreement to FRRCD.
- c. Landowner shall submit documented proof of fee title ownership of Landowner’s Property to FRRCD.
- d. FRRCD and FRRCD’s Representatives shall notify Landowner seventy-two (72) hours prior to any entry onto Landowner’s Property and shall provide a weekly schedule of project or monitoring related activities that will occur within Landowner’s Property.

6. Post Project Monitoring. After the Project is completed, the Sierra Nevada Conservancy will monitor post implementation site conditions as a means to assure success of State funded project.

7. Restrictions. No other activities shall be conducted or data collected on any other portions of Landowner’s Property unless permitted through a separate written agreement. Landowner shall designate access routes to the Project Area and no roads other than those approved by the Landowner shall be developed or used for access. Landowner shall have the option to visit the site at any time during the Term hereof. Any of the entities described in this access agreement shall, if required by Landowner be accompanied by Landowner personnel during any site visit to the Project Area.

8. Indemnification. FRRCD shall indemnify, defend and hold harmless Landowner, its agents and employees harmless from any actions, demands, costs, claims, liability, or attorney’s fees and expenses for injury to or death of any and all persons, and for destruction of or damages to any and all property caused by, arising out of, or relating to any entry onto Landowner’s Property unless such claim arises from the sole, active negligence or intentional misconduct of Landowner.

9. Expiration of Term. Following the expiration of the Term hereof, Landowner shall assume responsibility for maintenance of Landowner's Property; assume all liability associated with and/or arising out of the operation and maintenance of Landowner's Property; assume the risk of fire spread on Landowner's Property.

10. Performance of the Project. Notwithstanding any other provision of this agreement, FRRCD does not warrant, nor does it represent that any work done in connection with this project will be effective in reducing fire risk or will prevent destruction to property attributable to wildfire. This provision shall survive the expiration of this agreement.

11. Insurance. Prior to rendering services FRRCD and all of FRRCD's Representatives shall acquire, and maintain (i) Workers Compensation Insurance conforming to the statutory requirements of the State in which operations under this agreement are performed (ii) comprehensive general and automobile bodily injury liability insurance written on an "occurrence" basis subject to minimum limits of \$750,000.00 each occurrence; and (iii) general property damage insurance subject to a minimum \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and (iiii) loggers broad form property damage insurance of \$1,000,000.00 per occurrence.

12. Sale of Land. During the term of this agreement the Landowner shall not sell or transfer the treated property unless the property is transferred with rights of access provided by this agreement.

13. Standard of Professionalism. The FRRCD and or its agents, employees, or designees, shall conduct all work consistent with professional standards for the industry and type of work being performed under this Agreement.

14. Compliance with Laws and Regulations. All services to be performed by FRRCD and or its agents, employees, or designees under this Agreement shall be performed in accordance with all applicable federal, State, and local laws, ordinances, rules, and regulations.

15. Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

16. Authority. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

**Commented [O1]:** FRRCD carries Commercial General Liability Insurance  
Bodily injury and property damage – 1,000,000/ occurrence/ 2,000,000/ aggregate  
Personal and advertising injury— 1,000,000/ occurrence/ 2,000,000/ aggregate  
Products and Completed operations- -- 1,000,000/ occurrence/ 2,000,000/ aggregate

If to FRRCD:  
Feather River Resource Conservation District, District Manager  
422 N Mill Creek  
Quincy CA 95971

If to Landowner:  
Plumas Eureka Community Services District  
200 Lundy Lane  
Blairsden CA, 96103

Notice shall be deemed to be effective two days after mailing.

19. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief.

20. Final Agreement; Amendment. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

LANDOWNER: PLUMAS EUREKA COMMUNITY SERVICES DISTRICT, a _____ By: _____ Name: _____ Its: _____	FRRCD FEATHER RIVER RESOURCE CONSERVATION DISTRICT, a _____ By: _____ Name: _____ Its: _____
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