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**LANDOWNER ACCESS AGREEMENT
WITH
MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT
REDWOOD COMPLEX FIRE: HAZARD TREE REMOVAL PROJECT**

This Landowner Access Agreement (“Agreement”) is made and becomes effective on the last date signed below (“Effective Date”), by and between _____ (“Landowner”) and the Mendocino County Resource Conservation District (“MCRCD”). Landowner is the fee owner of, or has a beneficial interest in, that certain real property located at: _____ (“Subject Property”). This agreement is regarding the County of Mendocino’s project known as the “Redwood Complex Fire: Hazard Tree Removal Project,” hereinafter called “Project.” The Project is located within the Redwood Complex Fire footprint.

I. PURPOSE

The Project involves performing an assessment by MCRCD of specific trees at Subject Property to determine if they pose a hazard to health or property, and to describe and conduct appropriate treatments of the trees based upon the assessment.

II. ACCESS PERMISSION

Subject to the terms and conditions of this Agreement, Landowner hereby grants permission to the MCRCD, its representatives, consulting Registered Professional Forester or Arborist, representatives of the California Department of Forestry and Fire Protection (CAL FIRE), and licensed contractors hired by MCRCD for the Project, to enter upon the Subject Property to implement the Project. Access shall be limited to those portions of the Subject Property identified by MCRCD where actual work is to be performed (“Work Site”) and those additional portions of the Subject Property that must be traversed to gain access to the Work Site. A Project representative will contact the Landowner at least 72 hours prior to any visit or performing any work on the Subject Property.

III. AGREEMENT TERM; MODIFICATION

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the entire duration of the Project (currently until Nov. 30, 2022). This Agreement may not be amended except by written agreement of both parties.

IV. INDEMNIFICATION

Reasonable precautions will be exercised by MCRCD and its consulting Registered Professional Forester or Arborist, CAL FIRE representatives, and licensed contractors, to avoid damage to persons and property while performing work on the Subject Property. MCRCD agrees to indemnify and hold harmless the Landowner and agrees to repair or pay for reasonable damages proximately caused by reason of the uses authorized by this Agreement, except for those caused by the negligence or intentional misconduct of the Landowner.

V. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on Landowners’ successors and assigns while the Agreement is in effect.

VI. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

Landowner’s name _____

Address _____

Date: _____

Landowner Signature

Date: _____

Megan McCluer
MCRCD Executive Director