

# Fall River Resource Conservation District



Post Office Box 83  
McArthur, CA. 96056  
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## LANDOWNER AGREEMENT FORM

### Dana Wildland Urban Interface Fuel Reduction Project

This Agreement is made and entered into by and between the Fall River Resource Conservation District, Sierra Cascade Land Stewards, Inc., Cascade Resource Consultants, LLC and \_\_\_\_\_ (Landowner). This Agreement is for a fire and fuels reduction project located in the communities of Dana and Glenburn, west of McArthur, CA in Shasta County. The project area is as follows:

Township 37 North, Range 04 East, Sections: 4, 5, 15, 16, 17, 19, 20, 21, 22, 23, & 26.  
Township 38 North, Range 04 East, Sections 30, 31, 32, 33  
Township 38 North, Range 03 East, Section 25

APN number(s): \_\_\_\_\_

### Statement of Purpose

The funding for this project is provided by CAL FIRE's California Climate Investment Program. Forest fuel consisting of dead-standing trees, overcrowded live trees, logs, dense shrubs, and slash will be treated to aid in fire prevention and suppression as well as to create healthy forest conditions that are resilient and resistant to insects, disease, and drought.

### Terms Defined:

- a. The word "Landowner" refers to the party that owns the land where project work is being performed.
- b. The acronym "RCD" refers to the Fall River Resource Conservation District.
- c. The acronym "CRC" refers to Cascade Resource Consultants, LLC, agent for RCD.
- d. The acronym "SCLS" refers to Sierra Cascade Land Stewards, Inc, agent for RCD.

### Term of Agreement

Work shall begin upon execution and shall be maintained into the future with a collaborative approach of Licensed Timber Operators, volunteer work, private crews, or public crews depending on available funding. The Landowner shall provide reasonable access to the RCD and its agents as necessary for the performance and evaluation of the project until the project is completely implemented.

### Sales of Logs

If the Landowner chooses to thin sawlog-sized trees, the operator shall have rights to sawlogs in order to offset the cost of treatment. The Landowner will receive no compensation for the logs. Landowners can choose to not have sawlog-sized trees thinned.

### Chips

Chips produced by a hand-fed chipper will be broadcast onto the ground.

**Biomass Chips**

Chips produced by biomass thinning will be removed from site and used for co-generation or similar use. Operator shall have salvage rights to chipped material to offset the cost of treatment. The Landowner will receive no compensation for the biomass material.

**Pile burning**

Vegetation cut may be piled and burned on site.

**Hold Harmless Provision**

The RCD, SCLS and CRC will hold harmless the Landowner of the property described above from any damage or injury to persons working on Landowner’s behalf on said property in connection with the fuel reduction project on said property. The Landowner is not liable to the RCD, SCLS or CRC in any way for any persons or contractors who may or will be doing the fuel reduction work.

**No Employee/Agent Relationship (created by this contract)**

The RCD and each and every employee, agent, or independent contractor of the RCD, shall not be for any purpose an employee of the Landowner. The RCD shall perform its work as an independent contractor.

**Termination**

Either party may terminate this Agreement upon ten working days with written notice to either party.

**Authority and Execution:**

The Landowner:

- a) Understands that their property, as described, is included in the Dana Wildland Urban Interface Fuel Reduction Project.
- b) Authorizes the Fall River Resource Conservation District and/or contractor(s) to access their property for purposes of treating vegetation within the project.
- c) Authorizes the RCD and/or CRC and/or SCLS to act as their agent in executing any required forms or exemption documents.
- d) All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be presented by such entity(s), person(s), estate(s), or firm(s). All formal requirements necessary or required by any state and/or federal law to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this Agreement.

This Agreement shall become effective when executed by all parties.

Fall River Resource Conservation District, P.O. Box 83, McArthur, CA 96056

Landowner:

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\_\_\_\_\_

Date

Fall River RCD Executive Director:

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\_\_\_\_\_

Sharmie Stevenson

Date