

# LANDOWNER ACCESS AGREEMENT

## MENDOCINO COUNTY FIRE SAFE COUNCIL

### Mendocino County Community Fire Preparedness Program - Brooktrails

#### I. PURPOSE

This Landowner Access Agreement (“Agreement”) is made and becomes effective on the last date signed below (“Effective Date”), by and between **LANDOWNER**, hereinafter called “Landowner,” and the Mendocino County Fire Safe Council, hereinafter called “MCFSC.” Landowner is the fee owner of, or has a beneficial interest in, that certain real property located at: **ADDRESS DENOTED ON FORM** as more particularly described on **Exhibit “A”** attached hereto and made a part thereof by this reference (“Property”). The Project (defined below) is located in the **Brooktrails Subdivision, Willits, CA**. Landowner and MCFSC are sometimes hereinafter individually referred to as a “Party” and jointly as the “Parties”.

#### II. GRANT OF LICENSE TO ENTER

Subject to the terms of this Agreement, Landowner hereby grants to MCFSC and its representatives, including without limitation the Mendocino County Resource Conservation District (“MCRCD”), and subcontractors at the sole cost, expense and risk of MCFSC, a license to enter upon the Property (“License”) for the limited purpose of conducting activities related to the **2019 Mendocino County Community Fire Preparedness Program - Brooktrails** (“Project”). Activities related to the Project include, without limitation, site visits, and work in and around the Property for the purposes of conducting **vegetation management** tasks (“Site Work”) reasonably necessary for MCFSC to accomplish the objectives of the Project.

#### III. DURATION OF LICENSE AGREEMENT

The term of this Agreement and the License granted hereunder shall commence on the Effective Date and terminate on **December 31, 2021** (“Term”), unless earlier terminated by the Parties. However, if the Site Work has commenced, then the Agreement shall terminate upon completion of the Site Work in accordance with this Agreement. This Agreement may only be amended by written agreement of the Parties.

#### IV. INDEMNIFICATION

Reasonable precautions will be undertaken by MCFSC and each of its respective subcontractors, and representatives in the exercise of the rights granted under this Agreement to avoid damage to persons and property. To the fullest extent permitted by law, the MCFSC hereby agrees to indemnify and hold harmless the Landowner against, and will hold and save Landowner harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, **410 Jones Street, Suite C-3, Ukiah, CA ❖ (707) 462-3662 ❖ [www.firesafemendocino.org](http://www.firesafemendocino.org)**



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obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with or arising from the gross negligence or willful misconduct of MCFSC, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which MCFSC is legally liable (“indemnitors”) in the performance of the Site Work, operations or activities provided herein, except claims or liabilities occurring as a result of Landowner’s sole negligence or willful acts or omissions.

## **V. ASSIGNMENT AND SURVIVAL**

This Agreement shall be binding on Landowner’s successors and assigns for the duration of the Agreement Term.

## **VI. TERMINATION**

Either Landowner or MCFSC may terminate this Agreement at any time by providing written with 5 days notice of such election to terminate to the other Party. Notwithstanding the forgoing, Landowner may not terminate this Agreement once Site Work has commenced. Upon completion of the Site Work in accordance with MCFSC’s standards and to its satisfaction, this Agreement shall terminate automatically and shall not extend beyond 30 September 2021.

## **VII. NOTICES**

Any notices, demands or communications under this Agreement between the Parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested (“US Mail”), addressed to each Party as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

## **VIII. SEVERABILITY**



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If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

## **IX. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in Mendocino County shall be the sole venue and jurisdiction for the bringing of such action.

## **X. LEGAL FEES AND COSTS**

In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

## **XI. FINAL AGREEMENT**

This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

## **XII. NO WAIVER**

The failure of a Party to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of that Party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later time or as a waiver of any term, covenant, or condition of this Agreement.

## **XIII. NO THIRD PARTY BENEFICIARIES**

This Agreement is only between the Parties and is not intended to be, nor shall it be construed as being, for the benefit of any third party.

## **XIV. COUNTERPARTS**

**410 Jones Street, Suite C-3, Ukiah, CA ❖ (707) 462-3662 ❖ [www.firesafemendocino.org](http://www.firesafemendocino.org)**



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This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

By clicking 'Submit and Accept', Landowner agrees to allow Site Work on their Property for the benefit of the Project.