



**LANDOWNER AGREEMENT**  
**WILDFIRE FUEL REDUCTION**



NCRC Agreement # \_\_\_\_\_ Assessors Parcel Number (APN): \_\_\_\_\_

**1. GENERAL DESCRIPTION OF THE AGREEMENT**

- 1.1 *This agreement is made between the Northern California Resource Center (herein called "NCRC") and a private landowner (herein called "Owner").*
- 1.2 *This agreement authorizes the removal of wildfire fuels on the Owners property. The reduction of wildfire fuels will reduce the intensity of wildland fires; provide additional time for evacuation and provide improved fire protection to the Owners property.*
- 1.3 *The Owner understands that reduction of wildland fuels will not prevent future wildfires.*
- 1.4 *The Owner understands that they are responsible for the maintenance of wildfire fuel on their property.*

**2. PROJECT WORK DESCRIPTION**

*2.1 This project will allow a fuels reduction contractor to remove wildfire fuels from the Owners property. The work will include removal of dead and dying shrubs, dead wood located on the ground and "ladder" fuels that would allow a wildfire to burn into the upper part of a tree. Dense groups of small diameter trees (less than 8" diameter) will be thinned. Larger trees (greater than 8" diameter) will have the lower limbs removed (up to 14-feet from the ground). Prior to fuel removal, the work area will be clearly marked by the owner to show the boundaries of the work area and identification of trees and landscaping shrubs that should not be removed. Prior to start of work, the NCRC will approve the work area boundaries and owner designated fuel removal.*

**3. LENGTH (TERM) OF THE AGREEMENT**

*3.1 This agreement will terminate upon completion of the fuel reduction work or 15 Mar 2022.*

**4. SPECIFIC OBLIGATIONS OF THIS AGREEMENT**

**4.1. The Owner(s) shall:**

- (1) Confirm ownership of the work area and confirm that there are no easements or other property rights that would interfere with the fuel reduction work.*
- (2) Mark the boundaries of the fuel reduction area. Obtain NCRC approval of the boundaries.*
- (3) Mark special vegetation (such as special trees or shrubs) that are not to be disturbed or removed.*
- (4) Grant permission for access to the NCRC and a designated NCRC Contractor. This permission will not be a permanent easement or right of way. Owner retains all rights to control trespass.*
- (5) Allow NCRC to take "Before" and "After" project photographs.*
- (6) Agree to allow mulched or chipped materials to be spread back onto the Owners property.*
- (7) Allow the NCRC and Contractor to implement the most effective way to accomplish the fuel reduction work. Open burning will not be used.*
- (8) Immediately report any work problems to the NCRC. The Owner retains the right to temporarily stop work if incorrect or unsafe work conditions are observed.*

**4.2 NCRC Shall:**

- (1) Visit site and approve the fuel reduction work area boundary.*
- (2) Ensure trees and vegetation are properly identified for treatment.*
- (3) Ensure applicable State, County and local work permits have been obtained.*
- (4) Provide a licensed contractor to perform the fuel reduction work.*
- (5) Administer and be the "Point-of-Contact" with the Contractor and the Owner.*
- (6) Provide approximate three week notice to the Owner prior to start of work.*
- (7) Confirm the area is ready for fuel reduction.*
- (8) If applicable, take "before" and "after" photographs for work verification.*

**5. CHANGES/MODIFICATIONS**

*The NCRC and the Owner may agree to other terms, conditions and obligations. All such changes must be in writing and approved by both parties.*

**6. TERMINATION**

*This agreement may be terminated by either the NCRC or the Owner upon 30-day advance written notice.*

**7. HOLD HARMLESS LIABILITY**

*NCRC and the Owner agree that they will each be responsible for their own acts and the results thereof and will not be responsible for the acts of any other party or results thereof.*

**8. ENTIRE AGREEMENT**

*This is the entire agreement between the NCRC and the Owner. There are no other understandings, agreements, or warranties beyond this agreement.*

**9. SIGNATURE APPROVAL OF THIS AGREEMENT**

**9.1 OWNER(S):**

*I confirm I own the designated project area. I confirm there are no easements or other property rights that would interfere with the work described in this agreement.*

*I agree to the terms of this agreement:*

\_\_\_\_\_ DATE \_\_\_\_\_

(Signature)

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email: \_\_\_\_\_

**9.2 NCRC**

*I agree to the terms of this agreement:*

\_\_\_\_\_ DATE \_\_\_\_\_

(Signature)