

**LANDOWNER AGREEMENT**  
**“FIRE SAFE” FUEL REDUCTION PROJECT**  
**September, 2006**

This agreement is made by and between Plumas Corporation and \_\_\_\_\_ (hereinafter “Landowner.”) Landowner owns property, APN # \_\_\_\_\_, the location at which work will be performed. Facsimile copies and signatures shall be binding on all parties.

WHEREAS, the County of Plumas has received a grant to conduct “fire safe” projects in which excess timber and vegetation is removed and thinned from the property of local landowners to increase the ability to control and suppress forest fires that may occur in the future; and,

WHEREAS, the County of Plumas has entered into an agreement with Plumas Corporation to provide administrative services to the project; and,

WHEREAS, Landowner desires this work to be performed on his/her property in order to decrease the risk of fire.

NOW THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM OF AGREEMENT**

1.0-Work shall begin upon execution, and be completed prior to 2007.

**SECTION 2 - RESPONSIBILITIES OF PLUMAS CORPORATION**

- 2.1- Plumas Corporation will comply with the California Forest Practice Act, the California Environmental Quality Act (CEQA), as well as all other federal, state and local laws and regulations.
- 2.2- Plumas Corporation will do all work necessary to complete the project including (1) obtaining bids and entering into agreements with contractors to perform work on Landowner’s property, (2) obtaining all necessary permits, and (3) performing any archaeological or biological surveys determined necessary.
- 2.3- Plumas Corporation shall have final authority about how the work of this agreement will be performed, including who will perform the work and when and how the work shall be performed.
- 2.4 - Plumas Corporation is financially responsible for all labor, including independent contractors, required to complete the work of this agreement, all permit fees, and any archaeological or biological surveys or necessary data base reviews. Plumas Corporation shall provide all equipment and materials that may be required to complete this project, except as specified in “Responsibilities and Duties of Landowner.”
- 2.5- Plumas Corporation may sell or arrange for the purchase of logs and/or chips removed from the property. Landowner will not receive the proceeds from logs or chips sold by Plumas Corporation.
- 2.6- Plumas Corporation shall ensure that timber operators and foresters have appropriate insurance and sign written contracts containing an indemnification provision that indemnifies the County, Plumas Corporation, and the landowner.

**SECTION 3 – SALE OF LOGS AND CHIPS**

- 3.1- All merchandisable material (i.e. logs and chips) removed from Landowner’s property shall be sold to defray the costs of the project. Legal ownership and title of merchandisable material resulting from the project shall be vested with Plumas Corporation. Plumas Corporation shall use the proceeds from the sale of such products for grant purposes. Landowner will not receive any compensation from the sale.
- 3.2 Plumas Corporation will be responsible for the California Yield Tax, if any.

**SECTION 4 –RESPONSIBILITIES AND DUTIES OF LANDOWNER**

- 4.1- Landowner shall allow access to Landowner’s property consistent with the scope of this agreement, including but not limited to the following purposes: (1) to evaluate methods to make the property more fire safe, (2) to plan and perform work contemplated by this agreement, (3) to educate the public regarding the project, and (4) as otherwise necessary to complete this agreement.
- 4.2- Landowner shall allow Plumas Corporation to erect and maintain on Landowner’s property, for one year following completion of the project, an educational sign with a surface area of not more than 32 square

feet, so that the public may better understand “fire-safe” property management. The sign shall be posted in an area mutually selected by the parties, and be visible to passing motorists.

- 4.3-Landowner shall provide a way to enter and access the property, access roads and methods of crossing streams, as necessary to complete the project.
- 4.4-Landowner shall locate, by survey if necessary, the boundaries of the property.
- 4.5-If Landowner desires a contractor to perform any work not related to this agreement, Landowner shall reach a separate written agreement with the contractor. Landowner shall be financially responsible for any work performed that is not part of the project specifications.
- 4.6-Landowner shall be financially responsible for any improvements needed to complete the project. The needed improvements are: \_\_\_\_\_.
- 4.7-Landowner shall review the thinning plan developed for their property. Landowner shall approve such plan in writing no later than 10 days after the plan was developed.

**SECTION 5 - OWNERSHIP OF PROPERTY**

- 5.1-Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to Plumas Corporation by Landowner prior to the Landowner ceasing to have a legal interest in the property that is to receive the improvements under this Agreement, and such transfer will constitute a voluntary termination of the contract by Landowner.

**SECTION 6 - BOUNDARIES**

- 6.1-Plumas Corporation may locate the timber harvest boundary along the approximate or actual property line as determined by the Landowner, Plumas Corporation or previous surveyor. Plumas Corporation is not a licensed surveyor and timber harvest boundaries are not considered true property lines even if they follow the correct line location. Any error in determining the property line or property corner location or in establishing timber harvest boundaries along property lines is the Landowner’s sole responsibility.

**SECTION 7 – HOLD HARMLESS PROVISION**

- 7.1-The landowner shall defend, indemnify, and hold harmless the County of Plumas and Plumas Corporation (and their elected and appointed councils, boards, commissions, officers, agents and/or employees) from any claim or lawsuit arising or resulting from the intentional or negligent acts or omissions of Landowner.

**SECTION 8 - NO EMPLOYEE/AGENT RELATIONSHIP  
CREATED BY THIS CONTRACT**

- 8.1-Plumas Corporation, and each and every employee, agent or independent contractor of Plumas Corporation, shall not be for any purpose an employee of Landowner. Plumas Corporation shall perform its work as an independent contractor. Plumas Corporation at all times shall determine the method, details, and means of performing the work of this agreement.

**SECTION 9 - DESIGNATED REPRESENTATIVES**

- 9.1-John Sheehan is the Plumas Corporation’s representative in this matter \_\_\_\_\_ is/are the authorized representative for Landowner. Notice shall be provided prior to any change in the designated representatives or any change in the address at which notices must be provided. All notices required by this agreement shall be provided to the following addresses:

**Plumas Corporation**  
 John Sheehan  
 Plumas Corporation  
 P.O. Box 3880  
 Quincy, CA 95971

**Landowner**  
 \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Address)

**SECTION 10 - DAMAGE CLAUSE**

- 10.1-In the event that trees are cut that were not designated for harvest or the work causes excessive damage to remaining trees on Landowner’s property, Plumas Corporation shall pay Landowner a penalty of the

delivered log value(s), as paid by the purchasing mill per species, for the gross volume of the felled or damaged timber. Landowner accepts this penalty amount as a fair value for compensation for any wrongfully harvested or damaged trees.

**SECTION 11 – MISCELLANEOUS**

- 11.1-Attorney’s Fees & Venue. Venue shall be in Plumas County, and in any legal action relating to this agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which such party may be entitled.
- 11.2-Waiver. A waiver by any party of any breach of any term, covenant or condition contained in this agreement, or a waiver of any right or remedy of such party available at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- 11.3-Entire Agreement. This agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied. This Agreement shall supercede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties.
- 11.4-Modification. No modification of any provision of this Agreement, or its attachments, shall be effective unless such modification is in writing, signed by all parties, and then shall be effective only for the period and on the conditions(s) and for the specific instance(s) for which the parties have agreed.
- 11.5-Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a Court to competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**SECTION 12 - TERMINATION**

- 12.1-Either party may terminate this contract upon ten (10) working days notice to either party. If Landowner terminates this contract, Landowner shall be liable for all actual costs incurred up to the date of termination.

**SECTION 13 – AUTHORITY & EXECUTION**

- 13.1-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 represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order 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 contract.

**PLUMAS CORPORATION**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDOWNER**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **DISCLOSURE STATEMENT**

This agreement was prepared as a component of the project funded by an agreement with the United States Forest Service designated as Agreement No.