

25-0957

*Climate Resilience Through Habitat Restoration  
Grant Agreement Number WC-2300KM  
Project ID: 2022066*

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## Landowner Access Agreement

### AGREEMENT REGARDING ACCESS TO AND USE OF REAL PROPERTY IN ORDER TO IMPLEMENT A HABITAT RESTORATION PROJECT

This agreement is entered into by Sierra Resource Conservation District, a public agency, and the County of Fresno ("the landowner").

#### PERTINENT FACTS

- A. The landowner owns certain real property ("the property"), located in \_\_\_\_\_ Fresno, \_\_\_\_\_ County, California, as shown in Exhibit A, which is incorporated by reference and attached.
- B. Sierra RCD connected with the landowner to assist in restoring the natural resources and enhancing habitat on the property, and Sierra RCD seeks to provide this assistance.
- C. On February 14, 2023, the State Wildlife Conservation Board ("the Board"), an agency of the State of California established under Division 2 of the Fish and Game Code, authorize a grant to the Sierra RCD to undertake on the property certain habitat restoration projects.
- D. The grant agreement requires that Sierra RCD enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure that the public agency has permission to implement and monitor projects on the owner's land.

**THE NONPROFIT ORGANIZATION/PUBLIC AGENCY AND THE LANDOWNER AGREE AS FOLLOWS**, in light of the Pertinent Facts, above:

1. **DURATION.** This agreement shall take effect when fully executed, on the date last signed below, and shall run until January 2035, unless the agreement is terminated earlier by mutual agreement in writing by the parties, with the written consent of the Executive Director of the Board.
2. **CONSTRUCTIVE NOTICE** The terms, conditions and restrictions of this agreement, the Boards grant agreement, and the provisions of the project shall be binding upon, and inure to, the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land for the Project Life, until January 2035

This document, substantially as shown, shall be signed by Sierra RCD and the landowner and recorded with the appropriate County Recorder's Office. In addition, the landowner shall notify prospective buyers, lessees, or operators of the property to make them aware of this project and this agreement.

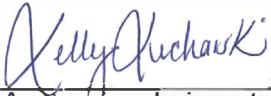
3. **ACCESS BY THE NONPROFIT ORGANIZATION/PUBLIC AGENCY.** Sierra RCD shall have access to the property at previously agreed upon intervals to accomplish the purposes of this agreement, including monitoring and public education field days during the entire term of this agreement.
4. **RESTORATION AND MAINTENANCE.** Sierra RCD shall implement a restoration project on the property in accordance with the grant agreement, including, eradication of non-native plants, collection of seeds or cuttings, and planting of appropriate native species. The land manager shall maintain the project during the implementation phase of this agreement, including watering after initial planting and ensuring sustained irrigation until plants are established and thereafter as needed. The land manager shall monitor and maintain the improvements as necessary to maintain the habitat value and/or the functionality of the installed infrastructure during the management and maintenance portion of this agreement.
5. **INSPECTION.** Sierra RCD and the landowner shall permit the Board, its agents or employees, and the Department of Fish and Wildlife to visit the project site at agreed-upon intervals, but not less than once every three years, during the term of this agreement to determine whether the site is being restored and maintained

in a manner consistent with the grant agreement.

6. **LANDOWNER'S USE OF THE PROPERTY.** Except as provided in this paragraph, the landowner reserves the right to use the property in any manner, provided that its use does not unreasonably interfere with the Sierra RCD's rights under this agreement. During the term of this agreement, the landowner shall use the property and habitat improvements in a manner consistent with the purposes of the grant agreement; this includes, but is not limited to, refraining from harming, damaging, spraying chemicals (pesticides, herbicides, fumigants, etc.), sowing coated seeds, removing, altering, or interfering with the restored sites.
  
7. **LIABILITY.** Sierra RCD shall be responsible for, indemnify and save harmless the landowner and the Board, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence of the landowner or the Board, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. The nonprofit organization/public agency waives any and all rights to any type of express or implied indemnity or right of contribution from the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the project, the property, and improvements on it.

**8. AUTHORIZING SIGNATURES**

**Sierra Resource Conservation District**



\_\_\_\_\_  
[Authorized signature]

09/12/2025

\_\_\_\_\_  
Date

Kelly Kucharski

\_\_\_\_\_  
[Print or type name]

District Manager

\_\_\_\_\_  
[Title]

**Fresno County Department of Public Works and Planning**



\_\_\_\_\_  
[Authorized signature]

9/9/25

\_\_\_\_\_  
Date

Steven E. White

\_\_\_\_\_  
[Print or type name]

Director

\_\_\_\_\_  
[Title]