

Property 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 Solano Resource
Conservation District, ("SRCD") and
_____ ("Owner/Manager").**

PERTINENT FACTS

- A. The Owner/Manager owns/manages certain real property ("the property"), located in _____, _____ County, California, as shown in Exhibit A, which is incorporated by reference and attached.
- B. SRCD is a California Special District under Division 9 of the California Public Resources Code, whose purpose is for conservation of soil, water, and other natural resources.
- C. SRCD seeks to assist the Owner/Manager to help restore the natural resources and enhance habitat on the property.
- D. 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, authorized a grant to SRCD to undertake on the property certain habitat restoration projects.
- E. The grant agreement requires that SRCD enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure that SRCD has permission to implement and monitor projects on the property.

SRCD AND THE OWNER/MANAGER 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 be in effect for 10 years thereafter, 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 Board's 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, for 10 years from execution of the agreement. In addition, the landowner shall notify prospective buyers, lessees, or operators of the property to make them aware of this project and agreement.
3. **USE OF THE PROPERTY.** Except as provided in this paragraph, the Owner/Manager reserves the right to use the property in any manner, provided that its use does not unreasonably interfere with SRCD's rights under this agreement. During the term of this agreement, the Owner/Manager 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, removing, altering, or interfering with the restored sites.
4. **ACCESS BY SRCD.** SRCD shall have access to the property with prior written or verbal notice to the Owner/Manager, to accomplish the purposes of this agreement, including monitoring during the entire term of this agreement.
5. **RESTORATION AND MAINTENANCE.** SRCD shall implement a restoration or enhancement project on the property in accordance with the grant agreement, which may include eradication of non-native plants, collection of seeds or cuttings, and planting of appropriate native species. SRCD / Property Owner/Manager shall maintain the improvements as necessary to maintain the value and functionality of the installed habitat and infrastructure for the term of the grant (ending February 28th, 2027). SRCD will provide the Owner/Manager a habitat conservation plan to guide maintenance during the grant term and thereafter for the remainder of the 10-year of the agreement.

6. **INSPECTION**. SRCD and the Owner/Manager 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.

7. **LIABILITY**. SRCD shall be responsible for, indemnify and save harmless the Owner/Manager 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 Owner/Manager 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. SRCD 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

Solano Resource Conservation District

[Authorized signature]

Date

[Print or type name]

[Title]

_____ (Owner/Manager)

[Authorized signature]

Date

[Print or type name]

[Title]