



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 Amador Resources Conservation District (ARCD), a public agency, and _____ (landowner name) _____ ("the Landowner").

PERTINENT FACTS

- A. The Landowner owns certain real property ("the property"), located at _____ (physical address & APN) _____, which is incorporated by reference and attached in Exhibit A.
- B. The public agency has been contacted by the Landowner to assist in restoring the natural resources and enhancing habitat on the property, and the public agency seeks to provide this assistance.
- C. On February 17, 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 the public agency to undertake certain habitat restoration projects on private property.
- D. The grant agreement requires the public agency enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure the public agency has permission to implement and monitor projects on the owner's land.

THE 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 (10 years from date signed), 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 (10 years from date signed).

This agreement, substantially as shown, shall be signed by the public agency and the Landowner. In addition, the Landowner shall notify prospective buyers, lessees, or operators of the property to make them aware of this project and this agreement. In the case of a transfer of property, the public agency will amend this contract to transfer ownership of the structure to the new property owner for the remainder of this agreement. In the case of a transfer of property ownership, the Landowner will notify the public agency.

The public agency has conducted both a Pre-Assessment and On-Site Survey to identify the priority species, structure location, and mounting methodology best suited to the Landowner's property's habitat. The technical assistance provided to the Landowner has taken into consideration the Landowner's input. The public agency has determined to award a wildlife structure and associated mounting infrastructure, as well as identified the structure's installation location with consideration of the physical environment and cultural management of the Landowner's property habitat to encourage the best possible outcome of the priority species successful utilization of both the awarded structure and surrounding habitat. The structure and the mounting infrastructure may not be removed nor relocated from the installation location specified in Exhibit A before *(10 years from date signed)*, without prior approval from the public agency. Wildlife structure mounting components may not be removable.

Following the execution of this agreement, the public agency will work with Amador Barn Owl Box Company to construct the awarded wildlife structure. Upon distribution, the Landowner will become the owner of the awarded wildlife structure.

3. **ACCESS BY THE PUBLIC AGENCY.** The public agency shall have access to the property, with prior written or verbal notice via email or phone to the Landowner, to accomplish the purposes of this agreement, including monitoring during the entire term of this agreement.

Official Contact Information

Anna Mariscal
Project Manager, Amador Resources Conservation District
anna@amadorrccd.org
(209) 217-1051

(landowner name)
Landowner of _____
(address)

(landowner email address)

(landowner phone number)

4. **WILDLIFE STRUCTURE INSTALLATION AND MAINTENANCE.** The public agency shall award (#) (species) wildlife structure(s) with the necessary installation materials to the Landowner to install and maintain on the property in accordance with specifications detailed in Exhibit A and the grant agreement, for the duration of the grant agreement.

The Landowner shall install the awarded wildlife structure(s) during the implementation phase of this agreement. The Landowner shall install the wildlife structure and provide visual evidence of installation to the public agency Project Manager in the form of a geotagged photo no later than January 31, 2025.

The Landowner shall monitor and maintain the structure as necessary to maintain the habitat value and/or the functionality of the installed infrastructure during the management and maintenance portion of this agreement. The landowner will report any damage occurring to the wildlife structure to the public agency Project Manager. The public agency will replace faulty wildlife structures in the first year of the grant agreement. The public agency will not replace damaged structures due to natural causes or human-error at any point during the grant agreement. In instances where damage is caused to the wildlife structure by the Landowner or their guests within the grant agreement term, the Landowner will be responsible for replacing the structure. At the termination of the annual nesting season for the duration of the grant agreement term, the Landowner shall perform annual maintenance to the awarded structure's mounting components, exterior, and interior. The Landowner shall provide annual visual evidence in the form of geotagged photos of the maintained structure's exterior and interior after the termination of the 2025 and 2026 nesting seasons.

5. **WILDLIFE STRUCTURE DISTRIBUTION.** The structure will be distributed to the Landowner through a distribution event hosted by the public agency and partners in January 2025. The Landowner must attend the distribution event to receive the awarded structure and mounting materials, and receive installation guidance, including guidance materials and an installation demonstration by Amador Barn Owl Box Company.
6. **WILDLIFE STRUCTURE MONITORING.** Amador Resource Conservation District technicians will conduct monitoring of the awarded structure once per nesting season in years 2025 and 2026 to discern structure utilization by priority species. The Landowner and their guests shall not physically interfere with the wildlife structure for monitoring purposes, except through visual inspection at a distance.
7. **WILDLIFE CAMERA INSTALLATION.** During the duration of the grant agreement, Amador Resource Conservation District technicians and contractors will install wildlife cameras in awarded wildlife structures demonstrating activity. Amador Resource Conservation District technicians and contractors may install live streaming cameras in awarded wildlife structures demonstrating exceptional activity, provided cellular service is available at the structure location. Wildlife cameras will remain the property of Amador Resource Conservation District and will be removed when the structure is vacated by the priority species.
8. **INSPECTION.** The public agency 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 wildlife structure is installed and maintained in a manner consistent with the grant agreement. The inspection will be for the sole purpose of inspecting the wildlife structure. *(The Landowner may request to be notified of inspections by prior written or verbal notice. The Landowner may request inspections occur when the Landowner or a representative for the Landowner is onsite.)*

9. **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 its use does not unreasonably interfere with the public agency'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, removing, altering, or interfering with the wildlife structures.
10. **LIABILITY.** The public agency and landowner agrees to hold harmless, indemnify, and to defend the ARCD, employees, contractor, and landowner from and against any and all claims for injury or damage arising from or connected with the work associated with this agreement, except for any such claim arising solely out of negligent acts or omissions attributable to the ARCD's employee/board and the landowner. It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

AUTHORIZING SIGNATURES

Amador Resource Conservation District

Landowner

(Authorized signature) Date _____

(Authorized signature) Date _____

(Print or type name)

(Print or type name)

(Title)

(Title)

Exhibit A

(Species) Wildlife Structure Installation Site(s):

Coordinates: [...]

Installation Site Description: [...]

Installation Site Photo: [...]

Installation Site Map: [visual of property boundaries, satellite imagery, and place marker of agreed upon installation site]

Installation Method: _____ *[mounting pole/structure/fence/tree]* _____

Mounting Components: [...]

Installation Verification: 1 geotagged photo of the installed wildlife structure

Installation Deadline: February 28, 2025

Annual Maintenance: *[species dependent – list for applicable species]*

American Kestrel - TBD

Bat - Annual Maintenance:

Activity	Timeline	Frequency	Verification
Check mounting components	October 2026	Once annually in October for duration of grant agreement	Submit geotagged photos of maintained awarded structure’s exterior and interior to ARCD Project Manager, via text.
Lubricate hinges			
Tighten bolts			
Repaint (if necessary)			
Remove debris & disinfect			

Barn Owl - Annual Maintenance:

Activity	Frequency	Verification	Timeline
Check mounting components	Once annually in October for duration of grant agreement	Submit geotagged photos of maintained awarded structure’s exterior and interior to	October 2025
Lubricate hinges			October 2026
Tighten bolts			



Remove debris in box & disinfect		ARCD Project Manager, via text.	
Remove debris on the ground underneath the structure			
Replenish structure with wood shavings			

Bluebird - Annual Maintenance:

Activity	Frequency	Verification	Timeline
Check mounting components	Once annually in October for duration of grant agreement	Submit geotagged photos of maintained awarded structure's exterior and interior to ARCD Project Manager, via text.	October 2025
Lubricate hinges			October 2026
Tighten bolts			
Remove debris & disinfect			
Recharge with 2" of wood shavings at bottom of box			

Raptor Perch - Annual Maintenance:

Activity	Frequency	Verification	Timeline
Check & tighten bolts	Once annually in October for duration of grant agreement	Submit geotagged photos of maintained awarded structure's exterior and interior to ARCD Project Manager, via text.	October 2025
Tighten bolts			October 2026
Check & tighten perches			
Replace wooden perches (if necessary)			

Wood Duck - TBD