



Landowner Agreement

Dragoon Fuels Reduction Project

THIS AGREEMENT is between the Tuolumne Fire Safe Council and the landowner for the purpose of doing work to create a Shaded Fuel Break for **Dragoon Fuels Reduction Project**. The undersigned, hereinafter designated Property Owner and the Tuolumne Fire Safe Council Inc., hereinafter designated TFSC.

The execution of this agreement represents that the Property Owner supports the efforts described herein and hereby authorizes the TFSC, their agents, officers, contractors, subcontractors, and vendors the authority and permission to enter in and onto said property(s) and/or right-of-way for **Dragoon Fuels Reduction Project**.

FSC agents, officers, contractors, subcontractors, or vendors will be allowed access to the referenced property to accomplish the various tasks associated with the **Dragoon Fuels Reduction Project**. Property Owner will be notified at least 24 hours prior to entry onto the property via the phone and/or email address included at the end of this form.

The tasks to be performed and *approximate* timeframes are as follows:

Conduct environmental studies that satisfy the California Environmental Quality Act (CEQA) prerequisite for forest health activities intended to increase forest resilience to wildfire, drought and disease, while maintaining wildlife habitat and soil cover. (March 2025 – July 2025)

Create accurate maps of the project footprint and determine access points and landing areas for equipment and vegetation affected during the project. (May 2025 – September 2025)

Implementation of prescriptive Treatment Plans (November 2025 - February 2027)

Treatment Plan may include any or all of the following: A shaded fuel break approximately 200 feet wide will be created using a combination of mechanical mastication machinery and/or hand crews with chainsaws, pole saws and other appropriate hand tools, **at no cost to the Property Owner**. The fuel break will exclude the area around the principle



structures required by PRC 4291 (100') commonly known as "Defensible Space" which will be the property owner's responsibility. The goal is to have 50% open canopy where maximum firefighting techniques may be deployed.

Some trees up to 12-inch DBH (diameter at breast height) may be shredded/cut with landowner permission if they may compromise the fuel break. Oak tree clusters from a common root will be thinned to leave the healthiest stems. Brush within the designated areas shall be shredded or cut and piled. No openings larger than 25 ft x 25 ft spacing will be created. All existing slash shall be shredded or cut and piled for pile burning when conditions are permissible.

Vegetation to be retained will include the largest, healthiest, most fire resistant trees and shrubs available. The largest, healthiest, most fire resistant trees will be selected for retention in the following order beginning with the most desirable, deciduous oaks, live oaks, commercial conifers (Ponderosa Pine), and non-commercial conifers (Gray Pine). All retained trees shall be pruned to a minimum height of 12 feet to the ground or maintain at least 2/3 of the live crown on trees less than 36 feet in total height. In areas where no trees exist, individual specimens of fire resistant shrubs will be retained, pruned, and properly spaced (Buckbrush and Manzanita are most desirable for retention). All bug killed trees will be cut, piled, chipped, burned, or removed from the site.

Cut vegetation will be piled for wildlife habitat, for later burning or lopped, or masticated, or chipped with chips broadcast on site.

This work is funded by a grant through the Department of Forestry and Fire Protection (CAL FIRE) and administered by the Tuolumne Fire Safe Council to reduce danger from wildland fire. This work, however, does not guarantee the protection of the Property Owner's property or safety from fire.

Parcel specific conditions which supersede contradictory statement(s) elsewhere in this agreement:



This page is the signature page which references to the previous two pages of the Landowner Agreement for **Dragoon Fuels Reduction Project**.

This Agreement is accepted subject to the following:

- 1) To the extent that they can legally do so, both parties to this Agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the others, its contractors, agents, or employees.
- 2) The TFSC shall have the right to terminate this Agreement with **30 days** written notice.
- 3) Each property owner shall individually have the right to terminate this Agreement with **30 days** written notice.
- 4) This agreement shall terminate **three years** from the date of execution by the Property Owner unless otherwise mutually agreed.

PROPERTY OWNER: City of Sonora

034-090-004; 034-100-003; 034-090-007; 034-100-004
Accessor's parcel number(s)

(Dragoon Gulch) 94 N. Washington St
Physical Street Address

209.532.4541
Phone Number

Meads@sonoraca.com; tsummersett@sonoraca.com
Email

Melissa Eads [Signature]
Name Signature

4.14.25
Date

Please return this agreement by email to info@tuolumnefiresafe.org
Or by mail to TFSC, PO Box 4394, Sonora, CA 95370