


Cone Survey Access Agreement

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| CAL FIRE | State of California Department of Forestry and Fire Protection 5800 Chiles Road, Davis, CA 95618 | |
| Landowner | Name: Address: Email: Phone number: | |
| Land | Address of site: Or parcel number: Or coordinates of location: Or Legal description attached as Exhibit "A" Acres: | |
| Purpose | Facilitate CAL FIRE reforestation services conifer cone collection program. | |
| Termination Date | December 31, 2030 | |
| Signatures | State of California Department of Forestry and Fire Protection  By: _____ Name: <u>Kuldeep Singh</u> Title: <u>Reforestation Services Operations Mngr.</u> Date: <u>April 15, 2025</u> | Landowner By: _____ Name: _____ Title: _____ Date: _____ |

This Cone Survey Access Agreement ("**Agreement**") is entered into as of the Effective Date between CAL FIRE and Landowner. CAL FIRE and Landowner may be referred to individually as a "**Party**" or collectively as the "**Parties**".

1. Term and Termination. This Agreement will be effective upon last signature of the Parties ("**Effective Date**") and ends on the Termination Date ("**Term**"). This Agreement may be terminated by a Party upon 30 days' written notice to the other Party.

2. Use of Contractors. CAL FIRE contracts with professional, privately insured, individuals ("**Contractors**") to provide CAL FIRE additional resources and experience. These entities may work on the Land as an agent of CAL FIRE and their presence will be communicated to the Landowner ahead of time.

3. Grant of Access. Landowner grants CAL FIRE and its Contractors (collectively "**CAL FIRE Parties**") permission to access the Land for seed collection as a part of the CAL FIRE reforestation services program during the Term. This program is limited to seed tree surveys and collection which includes the CAL FIRE Parties surveying the Land, flagging, and climbing trees, as well as harvesting cones and seeds from the trees as further described below.

3.1. Survey. CAL FIRE Parties will conduct an initial site survey on the Land as a preliminary verification to determine if the Land has the potential to be a source for viable seed crop collection.

3.2. **Monitoring.** If potential crops are identified during the initial survey, follow-up visits by CAL FIRE Parties will be needed to verify if the crop is viable and monitor with additional visits until ripe.

3.3. **Collection.** Upon crop ripening, CAL FIRE Parties will access the Land to climb trees and collect cones and seeds for processing at CAL FIRE's facilities.

3.4. **Nonviable Seed.** If at any time during a season the CAL FIRE Parties determine the crop is nonviable, CAL FIRE will notify Landowner that CAL FIRE Parties will not be returning to the Land for that season.

4. **Seed Banking Benefit.** If seed is collected during the Term CAL FIRE will reserve the lesser of 10.00% of the clean seed or five pounds per unique species, seed zone, or elevation collected from the Land for the Landowner in cold storage at no charge for up to three years from the December following the intake germination test (the "**Free Storage Period**"). Any seed remaining at the end of the Free Storage Period for a particular collection will become the property of CAL FIRE unless other arrangements are made in writing by either Party. Landowner waives any and all claims against State of California, CAL FIRE, and their employees and agents, who, through any type of negligence, recklessness, intentional conduct, or equipment failure might otherwise be liable for damages for the loss or degradation of any seeds stored by CAL FIRE on behalf of Landowner.

5. **Indemnification.** CAL FIRE will defend and indemnify Landowner pursuant to Government Code 14662.5 as follows:

5.1. **Defense.** CAL FIRE will defend Landowner against any claim, demand, government investigation, or legal proceeding made or brought by a third party against Landowner to the extent arising out of or relating to the negligence or willful misconduct of CAL FIRE Parties.

5.2. **Indemnification.** CAL FIRE will indemnify Landowner against all amounts awarded to the third party making a claim, demand, government investigation, or legal proceeding against Landowner, and all penalties, fines, and third-party costs (including legal fees) paid by the Landowner arising out of or relating to any claim, demand, government investigation, or legal proceeding made or brought by a third party described in this section.

6. **Amendment.** No amendment or variation of this Agreement will be valid unless made in writing and signed by the Parties.

7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

8. **Notice.** Any notice required to be provided in this Agreement must be given in writing and sent (a) by first-class certified United States mail, postage prepaid, return receipt requested or (b) by email to the addresses listed at the start of this Agreement. Notice is deemed received on the earliest of (i) 3 business days after being sent by physical mail; or (ii) when sent by email unless the message is rejected as undeliverable.