



Sierra Valley Subbasin (DWR Basin # 5-12.01)

Landowner Name: <enter name>

Land Surface Elevation Survey Monument Site ID Number: <enter #>

Address: <enter address>

APN: <enter parcel number>

Coordinates: <enter latitude and longitude> (WGS 1984)

Elevation: <enter ground surface elevation> feet (NAVD 88)

**PERMISSION TO USE LAND FOR
LAND SURFACE ELEVATION SURVEY MONUMENT SITE
RIGHT OF ENTRY AND LAND USE AGREEMENT**

Permission is hereby granted by <landowner name> (“LANDOWNER”) to the Groundwater Sustainability Agency (“GSA”) Sierra Valley Groundwater Management District (“DISTRICT”) and their employees, agents, contractors, and invitees (“COOPERATOR”) to enter upon and use a portion of LANDOWNER land (“PROPERTY”) for the purpose of installation of a land surface elevation survey monument (“MONUMENT”) and measurements from a survey MONUMENT site (“SURVEY MONUMENT SITE”) in the County of <county name>, as outlined on the attached map (Exhibit “A”). This Right of Entry AND Land Use Agreement (“AGREEMENT”) includes permission for DISTRICT and COOPERATOR, upon forty-eight (48) hours prior written notice to LANDOWNER, to pass over certain portions of LANDOWNER PROPERTY at any time during daylight hours, Monday through Sunday, as may be necessary for entrance to and exit from the SURVEY MONUMENT SITE, subject to the following terms and conditions (“CONDITIONS”):

1. DISTRICT and COOPERATOR shall utilize the SURVEY MONUMENT SITE without cost or charge to DISTRICT or COOPERATOR for the installation of a MONUMENT to collect survey measurements of land surface elevation for implementation of the Sierra Valley Subbasin Groundwater Sustainability Plan (“GSP”) projects and management actions (“PMA”). At the SURVEY MONUMENT SITE, one (1) four (4) inch brass cap MONUMENT shall be set in concrete at the land surface.
2. All land surface elevation survey measurement data collected by the DISTRICT and COOPERATOR shall be reportable for purposes of implementing the GSP and shall be public information.
3. Vehicles driven on PROPERTY by DISTRICT and COOPERATOR shall be limited to established driveways and roads only.
4. After DISTRICT and COOPERATOR installs the MONUMENT, COOPERATOR shall be responsible for and shall conduct field measurements as determined by DISTRICT and/or COOPERATOR as necessary for purposes of the GSP and MONUMENT maintenance.
5. COOPERATOR shall provide all equipment, materials, and/or supplies for the MONUMENT and SURVEY MONUMENT SITE and which DISTRICT has specified is necessary for a complete land surface elevation survey MONUMENT.
6. COOPERATOR will be responsible for all measurements of land surface elevation at the MONUMENT, as requested or required by the DISTRICT.

7. DISTRICT may perform maintenance visits for quality control as it deems necessary.
8. All costs incurred by DISTRICT and COOPERATOR for installation, labor for repair, or maintenance of the MONUMENT pursuant to this AGREEMENT, in addition to vandalism, shall be without cost or charge to LANDOWNER.
9. This AGREEMENT shall become effective on the date it is fully executed. It shall terminate either at the end of the useful life of the survey MONUMENT, which is a minimum of 20 years from the effective date of the GSP, or when all obligations under this AGREEMENT are fully satisfied, whichever occurs earlier. At any point when a survey MONUMENT used under this AGREEMENT is no longer needed, the DISTRICT and COOPERATOR shall return the SURVEY MONUMENT SITE to substantially the same condition as was prior to the establishment of the survey MONUMENT.
10. DISTRICT, COOPERATOR, and LANDOWNER will exercise reasonable precautions to avoid damage to people, possessions, property, and the PROPERTY. Each party agrees that it is responsible for its own actions under this AGREEMENT and hereby agrees to indemnify and hold the other parties and their respective officers, agents, and employees harmless, against any actual or asserted liabilities, claims, losses, damages, or expenses arising out of its actions or omissions, either willful, negligent, or intentional, related to this AGREEMENT. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed, and reimbursement of reasonable attorney fees.
11. This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, understandings, and representations, oral or written.
12. The provisions of this AGREEMENT may only be amended or modified by written agreement of the parties hereto.
13. This AGREEMENT shall bind and benefit the parties and their successors and assigns.

[signature page to follow]



**SIERRA VALLEY GROUNDWATER
MANAGEMENT DISTRICT**

Approved by:

_____ Date: _____

Einen Grandi
Chairman

Approved as to form:

_____ Date: _____

District Counsel

For Inquires:

Sierra Valley Groundwater Management District
Jenny Gant, Board Clerk
P.O. Box 88
Chilcoot, CA 96105
sierravalleygmd@sbcglobal.net
530-249-4520

LANDOWNER

_____ Date: _____

<LANDOWNER name, title>

<LANDOWNER company name, if applicable>

<LANDOWNER address>

COOPERATOR

_____ Date: _____

<rep. name, title>

<name>

<address>



EXHIBIT "A" SURVEY MONUMENT SITE MAP