

TSS Project Name: <enter subbasin name>

Project Number: <enter TSS Agreement #>

Date: \_\_\_\_\_

APN: <enter parcel number>

## PERMIT TO USE LAND FOR GROUNDWATER MONITORING STATION (Land Use Agreement)

Permission is hereby granted by <landowner name>, herein called "LANDOWNER", to the State of California, Department of Water Resources, herein called "STATE", <GSA name>, a Groundwater Sustainability Agency, herein called "COOPERATOR" and their agents and contractors, to enter upon and use a portion of LANDOWNER'S property without charge, herein called the "SITE", in the County of <county name>, as outlined on the attached map, for Technical Support Services (TSS) facilities, appurtenances, and incidents. This Permit includes permission for STATE and COOPERATOR to pass over certain other portions of LANDOWNER'S property as may be necessary for entrance to and exit from the SITE, and subject to the following conditions:

1. STATE and COOPERATOR will use the SITE for the installation, maintenance, and operation of <enter # of proposed wells on property> single- or multi-completion groundwater monitoring well(s) to collect groundwater level information necessary for preparing and implementing a Groundwater Sustainability Plan (GSP). The well(s) will be instrumented for automated collection and storage of groundwater level and temperature data. All data will be public information.
2. After STATE installs the monitoring well(s) and any automated measuring equipment, COOPERATOR will be responsible for data retrieval as well as facility and equipment maintenance.
3. COOPERATOR will provide all equipment, materials, and/or supplies it has offered to contribute to the project and which STATE has specified are necessary for a complete groundwater monitoring station. COOPERATOR will also replace equipment as necessary to maintain data gathering, storage, and retrieval during the life of the station. COOPERATOR will be responsible for initial and ongoing calibration of the station equipment.
4. STATE will help troubleshoot problems with the groundwater monitoring station(s) and will perform maintenance visits for quality control as it deems necessary.
5. All costs incurred by STATE for installation, training, troubleshooting, operation, and labor for repair or maintenance of equipment pursuant to this Agreement shall be without cost or charge to COOPERATOR and LANDOWNER.
6. 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 stations, which is a minimum of 20 years from the date of the COOPERATOR'S GSP or alternative implementation, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. At any point when a well drilled under this Agreement is abandoned, the COOPERATOR shall destroy the abandoned well in

accordance with prevailing well completion and destruction standards and shall attempt to return the SITE to its original condition.

- 7. STATE, COOPERATOR, and LANDOWNER will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions under this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other parties and their respective officers and agents harmless, against any or asserted liability arising out of its actions, either willful, negligent, or intentional, in implementing the project. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed.

**STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES**

**LANDOWNER**

Approval Recommended by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
<LANDOWNER name, title>  
<LANDOWNER company name, if applicable>  
<LANDOWNER address>

\_\_\_\_\_  
Date: \_\_\_\_\_

Nathan Myhre  
Associate Right of Way Agent

**COOPERATOR**

Accepted by:

\_\_\_\_\_  
Date: \_\_\_\_\_  
<GSA rep. name, title>  
<GSA name>  
<GSA address>

\_\_\_\_\_  
Date: \_\_\_\_\_

Linus A. Paulus  
Chief, Acquisition and Appraisal Section

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Date: \_\_\_\_\_

Karin G. Shine, Attorney IV  
Office of the Chief Counsel

**For Inquires:**

California Department of Water Resources  
Sustainable Groundwater Management Office  
Technical Assistance Section  
Jason Preece, Sr. Engineering Geologist  
P.O. Box 942836  
Sacramento, CA 94236

<insert site map>

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

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