

☒ Indian Valley Community
Services District
☒ Access and Equipment
Installation

Project: California Groundwater Monitoring Project
Parcel No(s):
Station Name/Number(s):

LICENSE AGREEMENT FOR GROUNDWATER WELL MONITORING PROJECT

This License Agreement (this "Agreement") for property access to perform groundwater monitoring and data collection which may include the collecting of water samples, installation, maintenance, repair, and removal of automated monitoring and data transmission equipment, and incidental work to ensure data accuracy and equipment security. This Agreement is entered into as of _____ (the "Effective Date"), by and between Indian Valley Community Services District hereinafter ("Licensor"), and the California Department of Water Resources, a department of the State of California's Natural Resources Agency hereinafter ("Licensee"). Licensor and Licensee are hereinafter at times collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. Licensor owns the real property APN 110-190-034 located in the City of Greenville, County of Plumas, State of California (the "Property"). The Property is shown in Exhibit A, incorporated herein by such reference.

B. Under this Agreement, Licensor is granting Licensee a license to access the Property and conduct Work (defined below). The Work will take place on a portion of the Property (the "Site") where Licensee has an existing groundwater well identified as Station Name _____. The location of the Site is shown on Exhibit A.

C. This Agreement will support the California Groundwater Monitoring Project ("Project"), and data collected from the Project work will be available publicly via the Licensee's data publishing platforms.

Now, therefore, the Parties agree as follows:

AGREEMENT

1. Grant of License.

Licensor hereby grants to the Licensee and its employees, agents and contractors a license to enter upon and use the Property as set forth in Section 2.

2. Use of Property.

Licensee may perform the Work (defined below) on the Site and may enter, exit, and travel across the Property to perform the Work. The "Work" consists of collecting groundwater data, samples and readings, installing, maintaining, repairing, and removing Equipment (defined below), conducting elevation surveys, and for such other incidental purposes as may be required, subject to the provisions contained herein. "Equipment" is defined as automated monitoring and

data transmission equipment such as data loggers and telemetry equipment as well as security equipment such as fencing and security enclosures.

The Work will be performed within the Site as shown on Exhibit A. Licensor will allow Licensee to pass over the Property as may be reasonably necessary for entrance to and/or exit from the Site to perform the activities provided in this Agreement. Licensor will provide Licensee with any keys necessary or allow Licensee to place locks in a chain configuration with existing locks in order to gain vehicle access to Site. Licensee shall close all gates behind them while visiting the Site. Licensor retains all of Licensor's rights to use the Property; however, Licensor shall not unreasonably interfere with Licensee's uses of the Property provided for within the scope of this Agreement.

3. Term

This Agreement shall expire thirty (30) calendar days after Licensee provides written notice to Licensor that the Project has concluded or the groundwater well is not needed for this Project. However, either Party may terminate this Agreement prior to the expiration of the Agreement by providing a written thirty (30) day notice of termination to the other Party.

4. Repair

To the extent any Party is the direct cause of damage to the Property, such Party shall, within a reasonable amount of time following the discovery thereof, repair any damage. The repair shall return the Property to the condition it was in immediately preceding the occurrence of any such damage.

5. Equipment Removal at Expiration or Termination of Agreement

Within thirty (30) calendar days of expiration or termination of this Agreement, Licensee shall remove the Equipment and shall engage in reasonable efforts to restore any disturbed portion of the Site to its condition preceding installation of the Equipment, normal wear and tear excepted.

6. Indemnification

Each Party agrees to indemnify and hold harmless each other Party and its employees, contractors, agents, representatives, transferees, successors, assigns, or invitees, from and against any and all liabilities, claims, actions, or demands, costs or expenses, including attorney's fees (collectively, a "Loss"), arising out of or in any way connected to each of their and their respective contractors', representatives', heirs', successors', assigns', or invitees' use of the Property, such indemnity being to the extent of Loss caused by their or their contractors', representatives', heirs', successors', assigns', or invitees' willful misconduct or active negligence.

7. Notices

All notices given pursuant to this Agreement must be in writing and by electronic mail delivered to the addresses set forth below, promptly followed by personal delivery, U.S. Mail or established express delivery service, such as Federal Express, with postage or delivery charge prepaid, return receipt requested, and addressed to the persons and addresses designated below. All notices shall be effective upon receipt.

Licensee:

Groundwater Monitoring Program
California Department of Water Resources, Northern Regional Office
2440 Main Street
Red Bluff, CA 96080
530-317-8574
colt.brockman@water.ca.gov

Licensors:

Indian Valley Community Services District
PO Box 160
Greenville, CA 95947
530-284-7224

8. Execution in Counterparts

This Agreement may be executed in any number of counterparts, which together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. The Parties further agree that electronic signatures shall have the same force and effect as manual signatures.

9. Authority to Sign

The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement.

10. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Licensors agree to inform any successor or assign of the existence and content of this Agreement prior to any transfer of the Property by Licensors.

11. Entire Agreement

This Agreement sets forth the entire understanding and agreement of the Parties and shall supersede any other agreements and understandings (written or oral) between the Parties on or prior to the date of this Agreement with respect to the subject matter of this Agreement.

12. Amendment or Modification

No amendment or modification to any term or provision of this Agreement shall be valid unless in writing and executed and delivered by each of the Parties.

SIGNATURES ON FOLLOWING PAGE

Licensors:

► _____
Name

Date: _____

ACCEPTANCE RECOMMENDED:

► _____
Name, Associate Right of Way Agent Date

► _____
Name, Senior Right of Way Agent Date

ACCEPTED:
DEPARTMENT OF WATER RESOURCES

► _____
Linus A. Paulus, Manager
Acquisition and Appraisal Section

Date: _____

I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval.

Linus A. Paulus, Manager Date
Acquisition and Appraisal Section