



**Sierra Valley Subbasin (DWR Basin # 5-12.01)**

Landowner Name: <enter name>

Groundwater Monitoring Well 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  
GROUNDWATER MONITORING WELL 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 (collectively “COOPERATOR”) to enter upon and use a portion of LANDOWNER land (“PROPERTY”) for the purpose of measurements from a groundwater monitoring well site (“WELL 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 WELL SITE, subject to the following terms and conditions (“CONDITIONS”):

1. DISTRICT and COOPERATOR shall utilize the PROPERTY without cost or charge to DISTRICT or COOPERATOR for a groundwater monitoring WELL SITE to collect groundwater level data necessary for implementation of the Sierra Valley Subbasin Groundwater Sustainability Plan (“GSP”) projects and management actions (“PMA”). The WELL SITE shall be instrumented for collection of groundwater monitoring data.
2. All groundwater monitoring 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 monitoring well instrumentation and equipment, COOPERATOR shall be responsible for and shall conduct data retrieval as necessary for purposes of the GSP, as well as instrumentation and equipment maintenance.
5. COOPERATOR shall provide all instrumentation and equipment it has offered to contribute to the WELL SITE and which DISTRICT has specified is necessary for a complete groundwater monitoring WELL SITE. COOPERATOR shall also repair and/or replace equipment as necessary to maintain data gathering, storage, and retrieval during the life of the WELL SITE. COOPERATOR shall be responsible for the initial and ongoing calibration of the WELL SITE instrumentation and equipment, with direct assistance provided by the DISTRICT as requested or required by the COOPERATOR.

6. DISTRICT and COOPERATOR shall help troubleshoot problems with the groundwater monitoring WELL SITE and shall perform regular maintenance for quality control as it deems necessary.
7. All costs incurred by DISTRICT and COOPERATOR for WELL SITE instrumentation, equipment installation, troubleshooting, operation, and labor for repair or maintenance pursuant to this AGREEMENT, in addition to vandalism, shall be without cost or charge to LANDOWNER.
8. 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 WELL SITE necessary for implementation of the GSP, which is a minimum of 20 years from the effective date of the GSP in 2022, or when all obligations under this AGREEMENT are fully satisfied, whichever occurs earlier. When a groundwater monitoring well utilized under this AGREEMENT is no longer needed, the DISTRICT and COOPERATOR shall return the WELL SITE to substantially the same condition as was prior to the establishment of the WELL SITE.
9. DISTRICT, COOPERATOR, and LANDOWNER shall exercise reasonable precautions to avoid damage to people, possessions, property, the WELL SITE, 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 shall include any losses relating to any claim made, whether or not a court action is filed, and reimbursement of reasonable attorney fees.
10. 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.
11. The provisions of this AGREEMENT may only be amended or modified by written agreement of the parties hereto.
12. This AGREEMENT shall bind and benefit the parties and their successors or 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](mailto: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" WELL SITE MAP