



Sierra Valley Subbasin (DWR Basin # 5-12.01)

Landowner Name: Dennis and Laurie Marsh

Groundwater Monitoring Well Site ID Number: 21N16E07R1

Address: XX Hwy 49, Loyalton, CA 96118

APN: 016-070-009-000

Coordinates: -120.2 39.66(WGS 1984)

Elevation: 5000 feet (NAVD 88)

**PERMISSION TO USE LAND FOR
GROUNDWATER MONITORING FEASIBILITY STUDY
RIGHT OF ENTRY AND LAND USE AGREEMENT**

Permission is hereby granted by Dennis and Laurie Marsh (“LANDOWNER”) to the Groundwater Sustainability Agency (“GSA”) of the 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 monitoring groundwater wells (“MONITORING SITE”) in the County of Sierra, 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 MONITORING 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 MONITORING SITE to collect groundwater level data necessary for implementation of the Sierra Valley Subbasin Groundwater Sustainability Plan (“GSP”) projects and management actions (“PMA”). The MONITORING 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 instrumentation and equipment as needed for the project, 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 MONITORING SITE and which DISTRICT has specified is necessary for a complete MONITORING SITE. COOPERATOR shall also repair and/or replace equipment as necessary to maintain data gathering, storage, and retrieval during the life of the MONITORING SITE. COOPERATOR shall be responsible for the initial and ongoing calibration of the MONITORING



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 MONITORING SITE and shall perform regular maintenance for quality control as it deems necessary.
7. All costs incurred by DISTRICT and COOPERATOR for MONITORING 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 MONITORING SITE necessary for implementation of the MONITORING feasibility study, which is a maximum of 3 years from the effective date of the CDFW grant agreement in 2023, or when all obligations under this AGREEMENT are fully satisfied, whichever occurs earlier. When a MONITORING structure utilized under this AGREEMENT is no longer needed, the DISTRICT and COOPERATOR shall return the MONITORING SITE to substantially the same condition as was prior to the establishment of the MONITORING SITE. Once the feasibility study is completed, additional use of the MONITORING SITE would be covered by a separate agreement. During the irrigation season (i.e., March 15 – November 15), the project area will continue to be used for normal ranch operations. Upon termination of this Agreement, LANDOWNER shall provide COOPERATOR a reasonable time and opportunity to remove the instrumentation and equipment for the project located on the PROPERTY.
9. DISTRICT, COOPERATOR, and LANDOWNER shall exercise reasonable precautions to avoid damage to people, possessions, property, the MONITORING 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. Initial and annual testing, during the length of agreement, of source surface water and groundwater of LANDOWNER's two wells, monitored by COOPERATOR, will be conducted and funded through COOPERATOR. Source testing will be conducted on Staverville Stream at a minimum of one-hundred (100) feet above Diversion seventy-four (74) also known as Parker Ditch. Groundwater testing will be conducted on LANDOWNER'S two wells located on APN 016-070-009. Initial and annual testing of source surface water and LANDOWNER's two wells will determine absence or presence of BT, coliform, heavy metals, volatile organic compounds (VOC), and total dissolved solids (TDS).
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 or assigns.

[signature page to follow]

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

LANDOWNER

Approved by:

Date: _____

Dennis Marsh
XX Hwy 49
Loyalton, CA 96118

_____ Date: _____

Einen Grandi
Chairman

COOPERATOR

Approved as to form:

Date: _____

_____ Date: _____

District Counsel

Laura Foglia, Vice President
Larry Walker Associates
1480 Drew Ave, Suite 100
Davis, CA 95618

For Inquires:

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

EXHIBIT "A"
DIVERSION/MONITORING SITE MAP

DRAFT