

TSS Project Name: Sierra Valley
Project Number: 0008
Date: _____
(County) APN: 010-070-046-000

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

Permission is hereby granted by *Roberti Ranch, Inc., Nevada Corporation*, herein called "LANDOWNER", to the *State of California, Department of Water Resources*, herein called "STATE", *Sierra Valley Groundwater Management District, 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 Plumas, 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 one 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, STATE, 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**

Approval Recommended by:

_____ Date: _____

Nathan Myhre
Right of Way Agent

Accepted by:

_____ 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
P.O. Box 942836
Sacramento, CA 94236

LANDOWNER

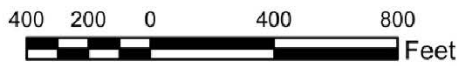
_____ Date: _____

Jim Roberti, Owner
Roberti Ranch Inc., Nevada Corporation
P.O., Box 35, Loyalton, CA 96118

COOPERATOR

_____ Date: _____

Einen Grandi, Chairman
Sierra Valley Groundwater Management District
P.O. Box 88, Chilcoot, CA 96105



TSS Project Name: Sierra Valley
 Project Number: 0008
 Site Name: SVGMD-01

Coordinates: 39.77805, -120.268167 (WGS 1984)
 Elevation: 4,895 feet (NAVD 88)