

Land Lease Agreement

This Land Lease Agreement (“**Lease**”) made on the _ day of _____, 2026, by and between the Sierra Valley Groundwater Management District (hereafter called “**Lessee**”) and _____ (hereafter called “**Landowner**”):

1. **Leased Parcel of Land** – The Landowner agrees to lease to Lessee a portion of the parcel of land described and identified as _____, as more particularly described in **Attachment A - Parcel Map** (the “**Leased Property**”), to be used by Lessee in support of the Sierra Valley Groundwater Recharge project as a Managed Aquifer Recharge site (the “**Project**”). All work incidental hereinto, shall be conducted and made at the sole expense of Lessee.
2. **Term** – This Lease is for a period of fifteen (15) years, from March 1, 2026, through March 1, 2041.
3. **Rent** – As consideration for the rights granted under this Lease for the entire Term, Lessee shall pay Landowner **\$60,000** (“**Lease Consideration**”). The Lease Consideration shall be paid in full within 60 days after the Effective Date. Upon early termination, the pro-rata portion of the Rent shall be returned to the Lessee as described herein.
4. **Land Improvements and Modifications** – Lessee may make improvements/modifications on the Leased Property as are reasonable and necessary for the Project, including, but not limited to, modifications to drainage and ditch to ensure water flows to identified recharge areas and repairs or installation of equipment as needed.
5. **Entitlement** – By virtue of this Lease, the Landowner hereby accedes that Lessee shall be entitled to install, operate, and maintain the equipment as described herein on the Leased Property in accordance with the Access by Landowner terms executed between the parties hereto.
6. **Insurance** – Lessee shall maintain adequate insurance coverage for the activities described herein.
7. **Access by Lessee** – Lessee shall provide Landowner with a minimum of forty-eight (48) hours notice via phone or email to request approval to access the Leased Property as to not unreasonably disturb any Landowner functions during the agreement Term. This includes specific equipment installation/removal timeframes set by the Landowner. In return, the Landowner will not disturb any Lessee equipment or interfere with the operational use of the equipment without advance notice to Lessee, unless movement of the equipment is due to an emergency to prevent loss of life or damage to property.

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8. Maintenance –

a. **Lessee Maintenance.** Lessee shall, at its sole cost and expense, install, operate, inspect, maintain, repair, and replace as necessary all equipment and improvements placed by Lessee on the Leased Property in connection with the Project, including any drainage/ditch modifications authorized under Section 4 (“**Lessee Improvements**”). Lessee shall keep the Leased Property within the area of Lessee Improvements in a neat and safe condition, free of debris and waste generated by Lessee or its contractors, and shall comply with all applicable laws, permits, and safety requirements.

b. **Landowner Maintenance.** Landowner shall remain responsible for ordinary operation and maintenance of the underlying parcel and Landowner’s ongoing ranch/agricultural operations, provided Landowner shall not damage, remove, or interfere with Lessee Improvements, except in an emergency to prevent loss of life or material damage to property.

c. **Damage and Repairs.** Lessee shall promptly repair, at its expense, any damage to the Leased Property or Landowner’s improvements caused by Lessee or Lessee’s employees, agents, or contractors, ordinary wear and tear excepted.

d. **Restoration upon Termination.** Upon expiration or termination of this Lease, Lessee shall remove its equipment and Lessee Improvements (unless Landowner requests in writing that specific improvements remain), and shall restore disturbed areas of the Leased Property to substantially the same condition as existed prior to Lessee’s entry, reasonable wear and tear excepted.

9. Indemnification –

a. **Indemnity by Lessee.** Lessee shall indemnify, defend, and hold harmless Landowner from and against any and all claims, demands, causes of action, liabilities, damages, losses, fines, penalties, and expenses (including reasonable attorneys’ fees and costs) arising out of or relating to (i) Lessee’s use or occupancy of the Leased Property, (ii) the installation, operation, maintenance, or removal of Lessee Improvements, or (iii) the acts or omissions of Lessee or Lessee’s employees, agents, contractors, or invitees, except to the extent caused by the negligence or willful misconduct of Landowner.

b. **Indemnity by Landowner.** Landowner shall indemnify, defend, and hold harmless Lessee and Lessee’s officers, agents, and employees from and against any and all claims, demands, causes of action, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees and costs) arising out of or relating to the acts or omissions of Landowner on the Leased Property, except to the extent caused by the negligence or willful misconduct of Lessee.

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10. **Termination by Lessee** - Lessee may terminate this Lease upon ninety (90) days' prior written notice to Landlord. Upon such termination, Landowner shall refund to Lessee the pro-rata portion of the Rent paid under Section 3 within sixty (60) days after the effective date of the termination. Lessee shall remove its equipment and restore the Leased Property in accordance with this Lease.

11. **Termination by Landowner** - Landowner may terminate this Lease upon ninety (90) days' prior written notice to Lessee if the Leased Property is subject to eminent domain, causing title to vest pursuant to such property ownership changes, or is sold/transferred to a third party and such transferee does not assume this Lease in writing. Upon such termination, Landowner shall refund to Lessee the pro-rata portion of the Rent paid under Section 3 within sixty (60) days after the effective date of termination. Lessee shall remove its equipment and restore the Leased Property in accordance with this Lease.

LANDOWNER		LESSEE	
Signature	Date	Signature	Date

Project Point of Contact:

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Attachment A - Parcel Map

NOTE: This should include: (i) the Recharge Site/Project Area; (ii) any access routes; and (iii) any identified staging/work area

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Attachment B - Lessee Certificate of Liability Insurance