Landowner Access Agreement for Habitat Restoration Project

Effective Date of Agreement: May 15, 2026

I. PARTIES

- North Santa Clara Resource Conservation District("DISTRICT"), an independent special district located in Santa Clara County and whose jurisdiction includes land owned by Tri-County Land, LLC.
- Tri-County Land, LLC ("LANDOWNER"), owner of five (5) parcels located within the Santa Clara, Alameda, and Stanislaus Counties, a portion of which falls within DISTRICT boundaries.

II. RECITALS

- The landowner owns approximately 955 acres of undeveloped rural property ("PROPERTY") within the Arroyo Mocho subwatershed of Alameda Creek, as shown in Exhibit A.
- The DISTRICT and the LANDOWNER intend to undertake the activities ("ACTIVITIES") on the PROPERTY as the *Tri-County Land Cannabis Restoration Planning and Permitting Project* ("PROJECT") described in the Cannabis Restoration Grant Agreement No. Q2591204 ("GRANT").
- The California Department of Fish and Wildlife ("CDFW") has awarded the GRANT to the District to fund the PROJECT and associated ACTIVITIES.
- The GRANT requires that the DISTRICT enter into an agreement ("AGREEMENT") sufficient to protect the public interest in any restoration projects implemented under the scope of work for the GRANT, and to ensure that the DISTRICT has permission to implement and monitor projects on LANDOWNER'S PROPERTY.

III. PROVISIONS

A. Term. This AGREEMENT shall become effective as of May 15, 2026 once signed by both PARTIES and shall remain in effect for ten (10) years, unless the AGREEMENT is earlier terminated by mutual agreement in writing by the PARTIES, and with written consent of the DISTRICT and CDFW. Upon expiration or authorized termination of this AGREEMENT, the LANDOWNER shall have no other obligations under this AGREEMENT, except for any reimbursement amounts due and owing and any specific corrective, maintenance, or other work required of or agreed to by the LANDOWNER prior to expiration or termination that has not yet been completed. Any such outstanding work shall be completed within a reasonable period following expiration or termination.

B. Constructive Notice. The terms, conditions and restrictions of this AGREEMENT shall be binding upon, and inure to, the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land for the term of the AGREEMENT. The LANDOWNER shall provide notice to prospective buyers, lessees, or operators of the property to make them aware of this PROJECT and this AGREEMENT.

C. Restoration and Agreement. The DISTRICT will conduct the ACTIVITIES on the PROPERTY in cooperation with the LANDOWNER and in accordance with the GRANT. The LANDOWNER agrees to reimburse the DISTRICT for unreimbursed costs associated with the monitoring of the PROJECT for up to one (1) initial site visit per year and one (1) follow-up site visit per year,

for the term of the GRANT. Reimbursable costs will include travel time, inspection time, and reporting time for two employees per visit, as well as mileage for one vehicle per visit in accordance with Exhibit A (DISTRICT RATE SCHEDULE). The LANDOWNER shall be responsible for maintenance of the improvements or stabilization measures installed under the GRANT for the term of the AGREEMENT. The LANDOWNER shall, at its expense, install, maintain, repair, and replace erosion-control, winterization, and stabilization measures on the PROPERTY to the extent reasonably necessary to comply with applicable requirements and the GRANT, as identified in writing by the DISTRICT or CDFW. Such obligations shall include maintaining seasonal measures and restoring measures disturbed by PROJECT activities. If the LANDOWNER fails to complete required work within ten (10) days after receiving written notice specifying the work needed, or such longer period as reasonably necessary to complete the work, the DISTRICT may perform or arrange for the work, and the LANDOWNER shall reimburse the DISTRICT for reasonable, documented costs in accordance with Exhibit A (DISTRICT RATE SCHEDULE), with an advance estimate provided when reasonably practicable.

The LANDOWNER agrees to allow placement of a sign on the PROPERTY acknowledging CDFW participation in and Cannabis Restoration Grant Program funding for the PROJECT. The text, design, and location of such signage shall be mutually agreed upon by CDFW, the DISTRICT, and the LANDOWNER.

D. PROPERTY Access. The LANDOWNER shall provide the DISTRICT and its employees, agents, and subcontractors access to the PROPERTY with at least a three (3) day prior written or verbal notice to the LANDOWNER, as necessary to undertake the ACTIVITIES and other OBLIGATIONS under the GRANT, including monitoring of work performed under the PROJECT. The LANDOWNER and DISTRICT shall coordinate access to the PROPERTY and take reasonable steps to ensure safe entry and travel. The LANDOWNER may temporarily restrict access during an active emergency or immediate safety hazard, but shall limit any restriction to the affected area and the time reasonably necessary to address the hazard. Poor or damaged road conditions alone shall not justify restricting access if the DISTRICT can reasonably and safely access the PROPERTY by another route, on foot, or by other appropriate means, and both parties shall cooperate to identify safe alternatives.

   The LANDOWNER shall also permit CDFW, its employees, agents, or subcontractors to visit the PROJECT site at agreed-upon intervals with thirty (30) days notice, but not less than once every twelve (12) months over the term of the AGREEMENT for purposes of PROJECT inspection and monitoring. The DISTRICT shall provide advance notice to the LANDOWNER when it is aware of a planned CDFW visit and coordinate the timing and manner of access so as to minimize unreasonable interference with the LANDOWNER's use of the PROPERTY.

E. Data Collection and Disclosure. The LANDOWNER authorizes the DISTRICT, its employees, agents, and subcontractors to collect PROJECT-related data on the PROPERTY as reasonably necessary to perform the ACTIVITIES authorized under the GRANT, including surveys, observations, photographs, measurements, mapping, monitoring, and other PROJECT-related data collection. The LANDOWNER acknowledges that PROJECT data shall be publicly accessible except where limited by law, regulation, policy, or security requirements, and that CDFW cannot limit the distribution of data collected on private land unless the law specifically exempts such data from disclosure.

F. LANDOWNER Use of Property. Except as provided in this paragraph, the LANDOWNER

reserves the right to use the PROPERTY in any manner, provided that its use does not unreasonably interfere with the DISTRICT's rights under this agreement. During the term of this agreement, the LANDOWNER shall use the property and habitat improvements in a manner consistent with the purposes of the GRANT; this includes, but is not limited to, refraining from harming, damaging, removing, altering, or interfering with the restored sites.

G. Mutual Indemnification. DISTRICT agrees to indemnify, defend, and hold LANDOWNER, agents, successors, and assigns harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them to the extent arising from DISTRICT's performance or failure to perform under this AGREEMENT. LANDOWNER agrees to indemnify, defend, and hold DISTRICT harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them to the extent arising from LANDOWNER's performance or failure to perform under this AGREEMENT.

H. Notice of Breach and Right to Cure. In the event of a suspected breach of any provision of this AGREEMENT, the notifying party must provide formal written notice to the other party. The receiving party shall have thirty (30) days from the receipt of such notice to cure the breach. No correcting action shall be initiated until this 30-day cure period has expired without a resolution.

I. Insurance. DISTRICT shall maintain General Liability insurance with limits of not less than $1,000,000 per occurrence, naming Tri-County Land, LLC as an Additional Insured for the duration of the GRANT.

Authorized Signatures and Contact Information for Notices:

DISTRICT:

Signed: _____

Stephanie Moreno, District Manager
North Santa Clara RCD
888 N 1st Street, Suite 204
San José, CA 95112
smoreno@gcrcd.org

LANDOWNER:

Signed: _____

Sandy Su, Managing Member
Tri-County Land, LLC

EXHIBIT A: DISTRICT RATE SCHEDULE FOR FEE-FOR-SERVICE

Classifications	Working Title Examples [1]	Status	Hourly Rate [2]
District Manager	District Manager; District Clerk; Board Secretary	Exempt	$75.00
Finance Manager	Finance Manager; Grant Manager	Contracted	$72.00
Program Manager	Program Manager; Project Manager	Exempt	$60.00
Program Coordinator	Conservation Program Coordinator; Outreach Coordinator; Resource Conservationist	Non-Exempt	$51.60
Project Assistant	Watershed Project Assistant; Outreach Assistant	Non-Exempt	$31.25

1. Subordinate working titles are designated by the District Manager and may be changed at any time depending upon assigned duties.
2. Hourly rates are subject to change by Board action.

EXHIBIT B: Grant Agreement and Exhibits

(documents follow this cover page)