

Landowner Access Agreement for Habitat Restoration Project

Effective Date of Agreement: TBD

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 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 plan and implement habitat restoration activities (“ACTIVITIES”) on the PROPERTY as part of the *Tri-County Land Cannabis Restoration Planning and Permitting Project* (“PROJECT”).
- The California Department of Fish and Wildlife (“GRANTOR”) has awarded funding to the DISTRICT under its Cannabis Habitat Restoration Grant Program, and the executed grant agreement (GRANT) with GRANTOR contains specific deliverables to be completed as a condition of funding.
- The GRANTOR 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 and GRANTOR has permission to implement and monitor ACTIVITIES, and collect data in support of those ACTIVITIES, on LANDOWNER’S PROPERTY.

III. PROVISIONS

- A. Term. This AGREEMENT shall become effective upon execution of the agreement by the PARTIES. AGREEMENT shall continue in force for ten (10) years after execution of the GRANT unless the AGREEMENT is terminated earlier by mutual agreement in writing by the PARTIES, and with written concurrence of GRANTOR.
- 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 ten (10) years from the date of execution of the GRANT. 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 Maintenance. The DISTRICT is implementing a cannabis restoration project on the PROPERTY in partnership with the LANDOWNER. The LANDOWNER shall be

responsible for maintenance of the improvements as necessary to maintain the habitat value and/or the functionality of the installed infrastructure after this AGREEMENT terminates and up until the PROJECT LIFE or ten (10) years, whichever comes first. If the LANDOWNER fails to perform required maintenance themselves, DISTRICT shall have the right to perform the work and require reimbursement from the LANDOWNER, provided that a written notice of intent to perform maintenance with a detailed estimate has been provided to the LANDOWNER at least ten (10) days in advance of implementation of the work.

- D. Reimbursement of Unfunded Expenses. The DISTRICT is implementing a cannabis restoration project on the PROPERTY in partnership with the LANDOWNER. In the event the GRANT funding is insufficient to cover costs for deliverables required by the GRANT, the LANDOWNER agrees to reimburse the DISTRICT for:
- all permit fees in excess of the GRANT budgeted reimbursement amount, up to a maximum of \$[amount pending negotiation].
 - all debris removal costs in excess of the grant budgeted reimbursement amount, up to a maximum of \$[amount pending negotiation].
 - all monitoring costs associated with the PROJECT past the term of the GRANT for one (1) initial site visit per year and one (1) follow-up site visit per year as needed. Costs eligible for reimbursement will include travel time, inspection time, and reporting time for two employees per visit, as well as mileage for one vehicle per visit.
- E. Property Access. The DISTRICT and its employees, agents, and subcontractors shall have access to the property, with at least a three (3) day prior written or verbal notice to the LANDOWNER, for the purpose of collecting Project related data, performing the work as outlined in the GRANT, and monitoring any installed improvements to ensure the habitat value and/or functionality of the improvements are maintained for the term of this AGREEMENT.
- F. Data Management and Project Information. LANDOWNER acknowledges that the Project is funded in whole or in part through grant funding and that the DISTRICT will be required to collect, maintain, analyze, report, and share project-related information with grant funding agencies, regulatory agencies, project partners, contractors, and consultants for purposes related to project implementation, compliance, reimbursement, monitoring, scientific analysis, mapping, reporting, audit, and long-term project management. Such information may include photographs, maps, biological observations, monitoring data, treatment information, and other records associated with the Project and the Property. The LANDOWNER acknowledges that data and associated metadata collected by or created under this Agreement are a required deliverable of the GRANT and agrees that it shall be accessible except where limited by law, regulation, policy, or security requirements.
- G. Inspection. The LANDOWNER shall permit DISTRICT and GRANTOR, its employees, agents, or subcontractors to visit the PROJECT site at agreed-upon intervals, but not less than once every twelve (12) months, during the term of this AGREEMENT to determine whether the site is being restored and maintained in a manner consistent with the GRANT. A written notice shall be provided to the LANDOWNER at least ten (10) days in

advance of the inspection.

- H. 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 and up to ten (10) years from date of execution of the GRANT, 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.

- I. 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 arising solely 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 arising solely from LANDOWNER's performance or failure to perform under this AGREEMENT.

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@gccrd.org

LANDOWNER:

Signed: _____

Ilya Dorfman, Partner
Tri-County Land, LLC
[insert address]
[insert address]
service@tri-countyland.com