



**Sierra Valley Subbasin (DWR Basin # 5-12.01)**

Landowner Name: Richard Griffin

Address: 40 Smithneck Road (P.O. Box 580), Loyalton, CA 96118

APN: 016-090-050 and 016-090-047(a portion of SE1/4 Section18, T21N, R16S, MDBM)

Coordinates: 39.66932, 120.22593

Elevation: 5000 feet amsl (NAVD 88)

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

Permission is hereby granted by Richard Griffin ("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 soils and groundwater testing for evaluation of site feasibility for a managed aquifer recharge project on the property ("POTENTIAL RECHARGE SITE") in the County of Sierra, at general locations as shown 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 POTENTIAL RECHARGE SITE, subject to the following terms and conditions ("CONDITIONS"):

1. DISTRICT and COOPERATOR shall conduct soils and groundwater evaluations at the PROPERTY without cost or charge to DISTRICT or COOPERATOR for hydrologic feasibility evaluation and engineering assessments for a POTENTIAL RECHARGE SITE to collect soils and water level data necessary for implementation of the Sierra Valley Subbasin Groundwater Sustainability Plan ("GSP") projects and management actions ("PMA"). The POTENTIAL RECHARGE SITE shall be instrumented for collection of surface water flow measurements, infiltration rate measurements and groundwater level and quality monitoring.
2. All soils, surface water, and 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 or overland routes as approved by the LANDOWNER in writing.
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 POTENTIAL RECHARGE SITE and which DISTRICT has specified is necessary for a complete POTENTIAL RECHARGE SITE. COOPERATOR shall also repair and/or replace equipment as



necessary to maintain data gathering, storage, and retrieval during the life of the POTENTIAL RECHARGE SITE. COOPERATOR shall be responsible for the initial and ongoing calibration of the POTENTIAL RECHARGE 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 POTENTIAL RECHARGE SITE and shall perform regular maintenance for quality control as it deems necessary.
7. All costs incurred by DISTRICT and COOPERATOR for POTENTIAL RECHARGE 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 at the end of the POTENTIAL RECHARGE SITE feasibility evaluations, 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, or upon 90-day written notice by the LANDOWNER to terminate without cause, whichever occurs earlier. Once the feasibility study is completed, additional use of the POTENTIAL RECHARGE SITE would be covered by a separate agreement. 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. All equipment and temporary test facilities used in the POTENTIAL RECHARGE SITE evaluation will be removed from the property and the land returned to its pre-study conditions, as reviewed, and approved by the LANDOWNER in their reasonable discretion.
9. The DISTRICT shall be responsible for installation and maintenance of any temporary fencing required to protect the equipment from livestock and other ranch activities.
10. DISTRICT, COOPERATOR, and LANDOWNER shall exercise reasonable precautions to avoid damage to people, possessions, property, the POTENTIAL RECHARGE 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.
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]*



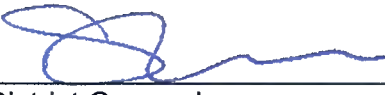
**SIERRA VALLEY GROUNDWATER  
MANAGEMENT DISTRICT**

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_

Einen Grandi  
Chairman

Approved as to form:

 \_\_\_\_\_ Date: 06/06/24

District Counsel

**For Inquires:**

Sierra Valley Groundwater Management District  
Jenny Gant, Board Clerk  
P.O. Box 88  
Chilcoot, CA 96105  
[svgmd@sierravalleygmd.org](mailto:svgmd@sierravalleygmd.org)  
530-249-4520

**LANDOWNER**

\_\_\_\_\_ Date: \_\_\_\_\_

Richard Griffin  
40 Smithneck Road (P.O. Box 580)  
Loyalton, CA 96118

**COOPERATOR**

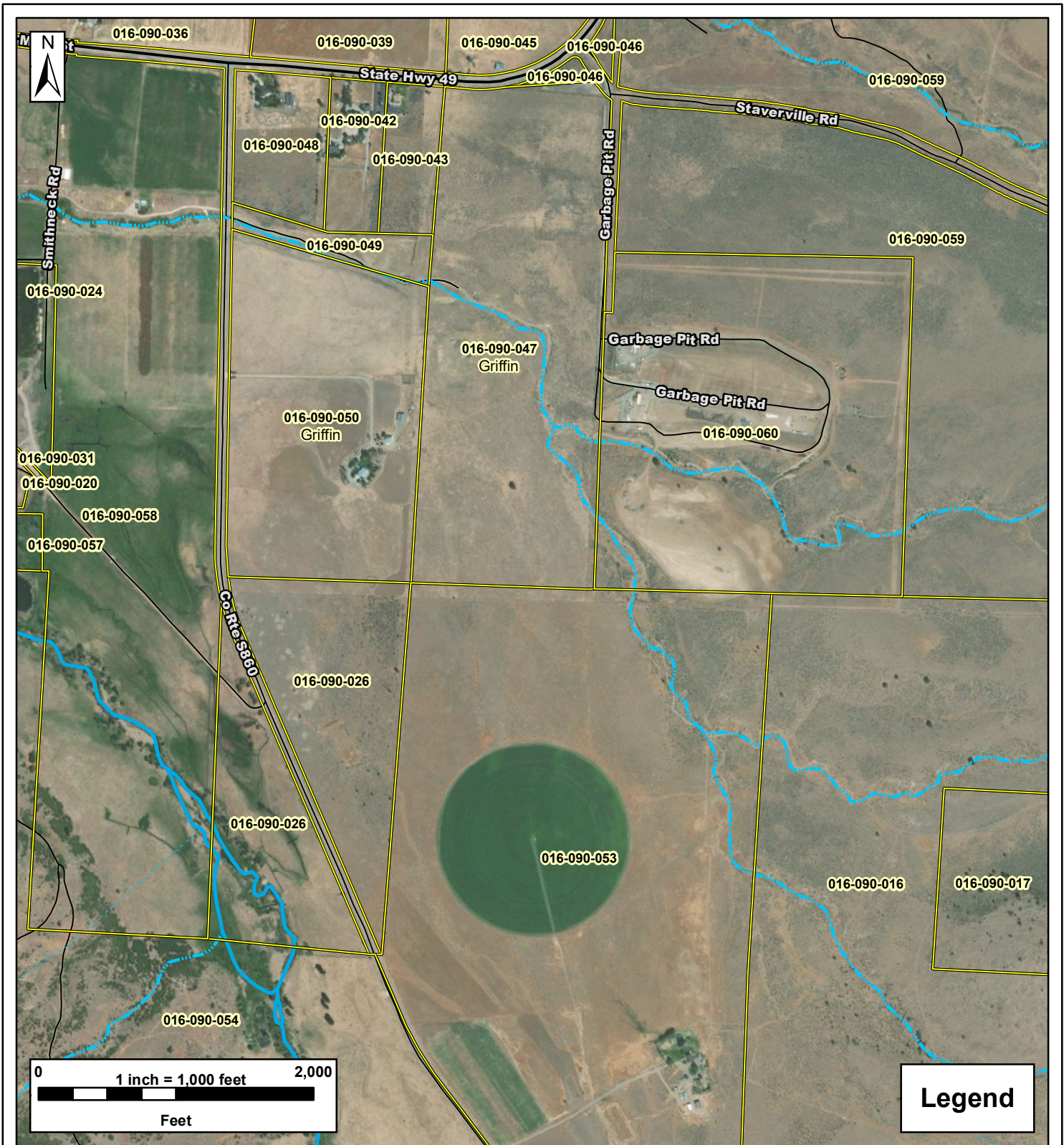
 \_\_\_\_\_ Date: 6/7/24

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



EXHIBIT "A"  
SITE MAP FOR POTENTIAL  
RECHARGE AREAS INVESTIGATION





**EXHIBIT "A"**

TITLE:  
**SITE MAP FOR  
 GRIFFIN PARCELS  
 POTENTIAL RECHARGE AREAS  
 INVESTIGATION  
 LOYALTON, SIERRA COUNTY, CA**

JOB NO.: **SVLWA001**      DATE: **12/8/2023**



FILE:  
**Fig 1 Griffin Parcels**

COORDINATE SYSTEM:  
**NAD 1983 UTM Zone 11N**

REF.	DESIGNED	ATD	CHECKED	DS	REVISION: -
	DRAWN	ATD	APPROVED	DS	