



IMPROVEMENT GROUP

LANDOWNER ACCESS AGREEMENT

Little Case Creek Fish Passage Project

I. PURPOSE

The following agreement details requirements of both the landowner and Eel River Watershed Improvement Group (ERWIG) regarding establishment of a stream habitat improvement project on real property controlled by the landowner named below. Said property is located on Little Case Creek, on Parcel APN #01439079.

Mike Fitch, hereinafter called "landowner", is aware that a stream habitat restoration project has been proposed through the CDFW Fisheries Restoration Grants Program. The project has been explained to the landowner by the grantee and the landowner understands the objectives of the project and supports the goals of the project. If funded, the landowner will enter into a project specific access agreement that will include access for CDFW to conduct oversight and project visitation.

II. ACCESS PERMISSION

Landowner hereby grants Eel River Watershed Improvement Group, California Department of Fish and Wildlife representatives, National Oceanic and Atmospheric Administration fisheries staff and ERWIG subcontractors permission to enter onto real property owned by the landowner to perform pre-project evaluations. Access shall be limited to those portions of landowner's real property where actual stream restoration work is to be performed and those additional portions of the real property which must be traversed to gain access to the work site. ERWIG, CDFW, NOAA and ERWIG subcontractors will follow all conditions set forth by the property owner.

III. DURATION OF NOTICE

The term of this agreement shall be April 15, 2021 – April 15, 2022. This is provided that Eel River Watershed Improvement Group or the California Department of Fish and Wildlife shall give landowner reasonable actual notice and any necessary arrangements are made prior to each needed access. Reasonable and actual notice may be given by mail, in person, email, or by telephone.

This agreement can be amended only by prior written agreement of both parties executing this permit.

IV. LIABILITIES

Reasonable precautions will be exercised by Eel River Watershed Improvement Group to avoid damage to persons and property. Eel River Watershed Improvement Group agrees to indemnify and hold harmless the landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of the landowner. Eel River Watershed Improvement Group will shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

Michael E. Fitch

Landowner Signature
Date

Michael E. Fitch

Print Name

3/31/21

Isaac Mikus

Grantee (ERWIG) Signature
Date

Isaac Mikus

Print Name

3/30/21



LANDOWNER ACCESS AGREEMENT

Little Case Creek Fish Passage Project

I. PURPOSE

The following agreement details requirements of both the landowner and Eel River Watershed Improvement Group (ERWIG) regarding establishment of a stream habitat improvement project on real property controlled by the landowner named below. Said property is located on Little Case Creek, on Parcel APN #01439073.

Timothy Huff, hereinafter called "landowner", is aware that a stream habitat restoration project has been proposed through the CDFW Fisheries Restoration Grants Program. The project has been explained to the landowner by the grantee and the landowner understands the objectives of the project and supports the goals of the project. If funded, the landowner will enter into a project specific access agreement that will include access for CDFW to conduct oversight and project visitation.

II. ACCESS PERMISSION

Landowner hereby grants Eel River Watershed Improvement Group, California Department of Fish and Wildlife representatives, National Oceanic and Atmospheric Administration fisheries staff and ERWIG subcontractors permission to enter onto real property owned by the landowner to perform pre-project evaluations. Access shall be limited to those portions of landowner's real property where actual stream restoration work is to be performed and those additional portions of the real property which must be traversed to gain access to the work site. ERWIG, CDFW, NOAA and ERWIG subcontractors will follow all conditions set forth by the property owner.

III. DURATION OF NOTICE

The term of this agreement shall be April 15, 2021 – April 15, 2022 for project evaluation. This is provided that Eel River Watershed Improvement Group or the California Department of Fish and Wildlife shall give landowner reasonable actual notice and any necessary arrangements are made prior to each needed access. Reasonable and actual notice may be given in person, or by telephone (707) 984-6140.

This agreement can be amended only by prior written agreement of both parties executing this permit.

IV. LIABILITIES

Reasonable precautions will be exercised by Eel River Watershed Improvement Group to avoid damage to persons and property. Eel River Watershed Improvement Group agrees to indemnify and hold harmless the landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of the landowner. Eel River Watershed Improvement Group will shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

Timothy G. Huff 4/1/2021
Landowner Signature

Isaac 3/30/2021
Eel River Watershed Improvement Group



LANDOWNER ACCESS AGREEMENT

Little Case Two Barrier Removal Project

I. PURPOSE

The following agreement details requirements of both the landowner and Eel River Watershed Improvement Group (ERWIG) regarding establishment of a stream habitat improvement project on real property controlled by the landowner named below. Said property is located on Little Case Creek, on Parcel APN #01439074

Breck Smith, hereinafter called "landowner", is aware that a stream habitat restoration project has been funded through the CDFW Fisheries Restoration Grants Program. The project has been explained to the landowner by the grantee and the landowner understands the objectives of the project and supports the goals of the project.

II. ACCESS PERMISSION

Landowner hereby grants Eel River Watershed Improvement Group, California Department of Fish and Wildlife representatives, and ERWIG subcontractors permission to enter onto real property owned by the landowner to perform pre-project evaluations, project implementation, and conduct project inspections. Access shall be limited to those portions of landowner's real property where actual stream restoration work is to be performed and those additional portions of the real property which must be traversed to gain access to the work site. ERWIG, CDFW and ERWIG subcontractors will follow all conditions set forth by the property owner. Data collected for this project can be shared with the grantor (CDFW).


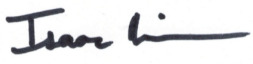
III. DURATION OF NOTICE

The term of this agreement shall be May 1, 2020 – March 31, 2022 for project preparation and project implementation. This is provided that Eel River Watershed Improvement Group or the California Department of Fish and Wildlife shall give landowner reasonable actual notice and any necessary arrangements are made prior to each needed access. Reasonable and actual notice may be given by mail, in person, email, or by telephone.

This agreement can be amended only by prior written agreement of both parties executing this permit.

IV. LIABILITIES

Reasonable precautions will be exercised by Eel River Watershed Improvement Group to avoid damage to persons and property. Eel River Watershed Improvement Group agrees to indemnify and hold harmless the landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this permit, except those caused by the gross negligence or intentional conduct of the landowner. Eel River Watershed Improvement Group will shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

 _____ Landowner Signature	Wm. Breck. Smith _____ Print Name and Phone #	4/10/2020 _____ Date
 _____ Grantee (ERWIG) Signature	Isaac Mikus _____ Print Name	4/10/20 _____ Date