



CALIFORNIA TROUT

April 27, 2017

Mitch Stogner
Executive Director
North Coast Rail Authority,
419 Talmage Road, Suite M, Ukiah CA 95482

Mr Stogner,

This letter is accompanied by a draft revised **Landowner Access Agreement** to be entered into between California Trout and the North Coast Rail Authority Board of Directors, granting CalTrout, our subcontractors, and the CA Department of Fish and Wildlife permission to access NRCA property at the Woodman Creek project site.

Please make any changes to the MS Word letter that you deem necessary, or if the attached Agreement is acceptable to you, please use the attached pdf version.

I would like to **request this item be scheduled for the May 10, 2017 NCRA Board Meeting agenda as an action item**. I assume the 'action' would be the NCRA Board instructing you to enter into the Agreement with CalTrout.

Thank you for your assistance with this matter,

Sincerely,

Darren Mierau

California Trout
North Coast Director

**California Department of Fish and Wildlife
Fisheries Restoration Grants Program Habitat Restoration Project**

LANDOWNER AGREEMENT

**North Coast Rail Authority, 419 Talmage Road, Suite M, Ukiah CA 95482
and**

**California Trout, 360 Pine Street, Fourth Floor, San Francisco, CA 94104
for the**

**WOODMAN CREEK FISH PASSAGE RESTORATION AND
RAILROAD PRESERVATION PROJECT**

I. PURPOSE

The following agreement details requirements of both the landowner and California Trout regarding the **Woodman Fish Passage Restoration and Railroad Preservation Project**. Said property is controlled by the North Coast Rail Authority, and is located along the mainstem Eel River at Post Mile 171.49 approximately 5 miles north of Dos Rios, Mendocino County, CA.

I, Mitch Stogner, Executive Director of the North Coast Rail Authority, representing the Board of Directors (NCRA Board, Hereinafter called "Landowner"), am aware that a habitat restoration project has been fully funded by the Department of Fish and Wildlife's Fisheries Restoration Grants Program for project implementation. The project has been explained to the Landowner by California Trout. The NCRA supports the goals of the project, which include: (1) decommissioning and removal of the railroad crossing (the rails and the fill prism) across Woodman Creek, (2) stockpiling of sediment fill nearby on the NCRA right-of-way and on the Simmerly Ranch (owned by Ron Christensen), and (3) restoration of a stream channel providing unimpeded fish passage into Woodman Creek, without reconstruction of the railroad crossing as a result of this project. CalTrout, The Department of Fish and Wildlife (CDFW), and Landowner acknowledge that the NCRA may choose to reconstruct a railroad crossing in the future at its own expense, while preserving unimpeded fish passage. The project is administered by CalTrout and implemented with assistance by technical subcontractors.

II. ACCESS PERMISSION

Landowner hereby grants California Trout, their subcontractors, and CDFW representatives permission to enter onto real property owned by the Landowner to perform pre-implementation planning and site preparations; to perform the fish passage implementation project; and to conduct post- project inspections and monitoring for needed maintenance for a 10-year period following project completion. Access shall be limited to those portions of landowner's real property where actual stream restoration work is performed and those additional portions of the real property which must be traversed to gain access to the work site.

III. DURATION OF AGREEMENT

The term of this agreement shall be 36 months for work performance (through June 30, 2020), and ten years for maintenance, inspection, and monitoring purposes from the last date of execution shown below. This is provided that CalTrout and/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, email, in person, or by telephone.

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

IV. LIABILITIES

1. In conducting activities relevant to this agreement, reasonable precautions will be exercised by California Trout and their subcontractors to avoid damage to persons and property.
2. CalTrout agrees to indemnify and hold harmless Landowner and agrees to pay for reasonable damages proximately caused by reason of the uses authorized by this Agreement, except those caused by the gross negligence or intentional conduct of the Landowner.

3. Landowner agrees to indemnify and hold harmless CalTrout, its agents and designees from any liabilities and/or costs resulting from willful or negligent acts or omissions on the Landowner's part for activities covered under this Agreement.
4. CalTrout shall not be held responsible for injury to anyone working under the direction or supervision of Landowner on activities relevant to this Agreement.
5. Landowner requires that NCRA's engineer, David Anderson, to review all of the plans and to enter into a third party agreement with him for that purpose.

If you are in agreement to the above, please sign and date below.

Mitch Stogner
Executive Director
North Coast Rail Authority
419 Talmage Road, Suite M, Ukiah CA 95482

Date

Darren Mierau
North Coast Director
California Trout
615 11th Street, Arcata, CA 95521

Date