**LAND ACCESS LICENSE AGREEMENT**

THIS LAND ACCESS LICENSE AGREEMENT (“License Agreement”) is by and between NAME OF LANDOWNER/BUSINESS ENTITY/CONTRACTOR (“Licensor”), and ORG NAME, Inc. (“Licensee”), (“the Parties”).

WHEREAS, the Licensor is the owner of the property DEFINE PROPERTY (E.G., PARCEL XXXX) located at ADDRESS, CITY, STATE ZIP (“Property”);

WHEREAS, the Property contains DESCRIPTION OF PORTION OF PROPERTY IMPACTED BY AR ACTIVITIES (E.G., TWO DAMS KNOWN AS X AND Y, WHICH ARE PART OF Z RIVER);

WHEREAS, the Licensor and the Licensee agree to REASON FOR ACCESS (E.G., TO REMOVE DAM, TO RESTORE MEADOW) for the purpose of ENVIRONMENTAL/AR PURPOSE FOR ACCESS AND WORK (E.G., TO RESTORE X RIVER FLOW AND PROTECT RESIDENT FISH);

WHEREAS, the Licensee has requested access to the Property for the purpose of SPECIFIC DESCRIPTION OF WORK TO BE COMPLETED (E.G. DESIGN, REMOVAL, ASSOCIATED HABITAT RESTORATION) (the “Work”);

NOW THEREFORE, in consideration of the mutual premises, promises and covenants, that are hereby acknowledged by the parties, the parties agree as follows:

1. Licensor grants to Licensee, its employees, representatives, contractors, and subcontractors, including but not limited to LIST OF ANY KNOWN PARTNERS WHO NEED ACCESS (“Project Partners”) the right to access the Property at all reasonable times for the purpose of performing the Work.
2. This License Agreement shall commence on the date that it is fully executed by the Parties and shall continue until Licensee completes the Work, but no later than CONTRACT END DATE The rights granted by this License are specifically designed to inure to the benefit of the Licensee and its contractors, subcontractors, employees and representatives, including the Project Partners.
3. The Licensor and the Licensee agree that this License Agreement does not convey any right, title, easement or interest of a permanent nature in the Property to the Licensee or any other person. The Licensor and Licensee agree that this License Agreement does not waive other rights either party may have under federal, state, and local law.
4. Upon termination of the Work, Licensee shall restore any portions of the Property disturbed by the Work, as set forth in a detailed site plan to be provided at a later date, with the understanding that the Dams will have been removed and associated habitat restoration activities will have been completed.
5. Licensee shall, at its own cost and expense, maintain and keep in force at all times during the License Period: (1) commercial general liability insurance, which shall include contractual liability coverage against third-party claims for bodily injury or property damage occurring on the Property as a result of Licensee or Project Partners’ Work; primary coverage will be a minimum aggregate limit of not less than $1,000,000 and excess umbrella aggregate limit of not less than $2,000,000; and (2) Employers’ Liability and Workers’ Compensation Insurance to the extent required by law.
6. Licensee accepts the condition of the Property “as is” and acknowledges that Licensor has not made and makes no warranty of any kind as to the condition of the Property for the use intended under this License.
7. Licensee assumes no liability for any existing or future environmental conditions of the Property. Licensor indemnifies and holds harmless Licensee for any pollutants, hazardous materials and/or substances on the Property from acts or omissions of Licensor and/or past owners, operators, or tenants of the Property, and acts or omissions of any transporters and/or arrangers of any pollutants, hazardous materials and/or substances on the Property, which may be disturbed as a result of the Work. Licensee agrees to notify Licensor of any such pollutants, hazardous materials and/or substances discovered on the Property in accordance with, or as a result of, the Work. The Licensor’s obligations under this section shall survive the termination of this License Agreement.
8. Neither party shall be liable to the other for any liability for consequential, special or incidental damages including, without limitation, any damages arising out of business interruption, lost profits, loss of rental income, or loss of the use of the Property whether any such claim is brought by Licensor, Licensor’s tenants or any other third party.
9. This License Agreement shall be governed and construed under and in accordance with the laws of the State of STATE WHERE PROPERTY LOCATED
10. This License Agreement constitutes the entire agreement by and between the parties hereto and no other oral or written agreements, arrangements, representations or understandings, unless specifically noted herein, shall be deemed to be in existence. This License Agreement, for all purposes, supersedes all prior agreements, written or oral, if any, between the parties hereto, and may not be amended or modified except by an instrument in writing signed by all parties to be bound.
11. The license granted hereby is personal to Licensee and shall not be assigned or sub-licensed without the prior written consent of Licensor. Licensor shall transfer the rights and obligations of this License Agreement to any successors, heirs, executors, lessees, or assigns of the Property for the remainder of the License Period, including but not limited to the remainder of Work to be completed by Licensee and its Project Partners. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

Any Notices under this License Agreement shall be deemed duly delivered if hand-delivered or mailed by U.S. certified mail, return receipt requested, to:

Licensor: NAME OF LANDOWNER/BUSINESS ENTITY/CONTRACTOR

STREET ADDRESS

CITY, STATE ZIP

Attn: CONTRACT SIGNATORY

Licensee: ORG NAME

STREET ADDRESS

CITY, STATE ZIP

Attn: AR PROJECT COORDINATOR

*With a copy to:* ORG NAME, Inc.

ATTN: General Counsel

ADDRESS

IN WITNESS WHEREOF, the Licensor and Licensee have executed this License Agreement as of the day and the year first set forth above.

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| Witness:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | NAME OF LANDOWNER/BUSINESS ENTITY/CONTRACTOR  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Witness:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | ORG NAME, INC.  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |