



LEFTHAND WATERSHED
oversight group

**PARTICIPATION AGREEMENT:
Access for Design Development**

Location: Left Hand Creek

Property Owner:

Property Address:

The undersigned property owner or owner's representative hereby grants permission to the Lefthand Watershed Oversight Group (LWOG), its contractors, agents, and all others deemed necessary by LWOG, to enter the property identified above and perform the following activities:

DESCRIPTION OF WORK TO BE DONE

Stream restoration design, including:

- Planning and/or evaluation activities such as survey, assessment of wildlife, botanical, riparian and hydrological conditions, and perform such other activities as may be reasonably necessary for planning or evaluation for a stream restoration project.

Permission is NOT granted to LWOG for any purposes other than those required to complete the stream restoration design (as described above) on the described property.

WORK AREA

The work area will be limited to that necessary to stabilize the bank of the ordinary high flow channel of the creek and, at select locations, for stabilization of slopes that threaten the sustainability of the project.

TERM

The term of this Participation Agreement will begin the date it is granted and run for up to one (1) year from project completion to account for project duration and contractor's one year warranty. LWOG or its representatives will give property owners or their representatives a minimum of 24 hours' notice via e-mail or phone prior to entering the property for the purposes of this project. LWOG's standard procedure is to provide a 1-week advance notice as to the nature of work, and a second reminder 24 hours in advance. The property owner may opt out at any time by providing their request to terminate this agreement in writing to LWOG at jolson@lwog.org or via mail to P.O. Box 1074, Niwot, CO 80544-0210.

WAIVER AND RELEASE

By signing this Participation Agreement, I am certifying that I am the owner or the owner's authorized agent of the described property. I grant freely and without coercion the right of access and entry to my property to the LWOG for the purposes set forth above. I understand that this permission does not create an obligation upon LWOG to perform any particular work on my property. LWOG indemnifies and holds harmless the owner of the described property from any action, either legal or equitable, that might arise by reason of any action of LWOG while performing stream restoration work. LWOG will require its contractors to carry adequate liability insurance and shall require sufficient indemnification provisions in their contracts to protect both LWOG and the owner of the described property. LWOG will require its contractors to name both LWOG and the owner of the described property as additional insureds on the liability insurance policies for this project.

Permission granted by: (check one)

Property owner

Property owner's representative

Other

Name (please print)

Name (please print)

E-mail address

E-mail address

(____) _____
Phone

(____) _____
Work Phone

(____) _____
Phone

(____) _____
Work Phone

Property Address

Mailing Address

Land Owner's Signature(s)

Date _____

Date _____

Permission received by:

Name & title (please print)

Email Address

LWOG Signature

Date _____