

ACCESS AGREEMENT

This Access Agreement is made as of _____ and entered into by Stanford University and the Marina Coast Water District (“Owner”), owner of APN: 033-192-002-000 and 033-192-001-000 (“Property”).

The Owner and Stanford University agree as follows:

1. Grant of Access. Owner agrees to grant Stanford University and its faculty (including Dr. Rosemary Knight), employees, and students (collectively “Researchers”), access to the Property in order to conduct minimally-invasive research investigating the freshwater/saltwater interface beneath the coast of Monterey Bay (“Research”). Owner grants Stanford University and its Researchers a temporary license to enter the Property for the sole purpose of performing the Research. This Access Agreement is not a grant of easement or any other interest in the Property. This grant of access shall be without rent or fee.

2. Mutual Cooperation. Stanford University and its Researchers agree to coordinate their activities with Owner to minimize any interference with agricultural and other activities at the Property.

3. Terms of Access.

(a) Notice. Stanford University or its Researchers shall notify Owner of their intent to enter the Property at least (3) business days in advance of performing any Research. The tentative dates in 2013 the Researchers will be on the Property are between Oct. 21-November 30, which are subject to revision.

(b) Care of Site. Stanford University and its Researchers shall maintain the Property in a neat, clean, and tidy condition while any Research is being performed. Stanford University agrees to repair any damage it causes to the Property or its improvements. Any Research performed under this Access Agreement by Stanford University and its Researchers shall be conducted in a safe manner and with ordinary reasonable care. Stanford University shall, for itself and its Researchers, maintain self-insurance or commercial general liability insurance and automobile insurance coverage in amounts appropriate to the Research.

(c) Safety. Stanford University and its Researchers shall be solely responsible for the safety and well-being of any persons who enter the Property to perform the Research authorized under this Access Agreement.

(d) Published Research. Stanford University shall have the exclusive right to publish any material resulting from the Research. Stanford University shall provide the Owner with an advance draft of any research publication no less than four (4) weeks prior to publication and shall receive and consider any comments received from the Owner. Owner retains the right to remain anonymous if it so chooses and to remove all reference to the project site or owner information in the final published report. Stanford University shall provide the Owner with a copy of any published document based on the Research conducted on the Property. If Stanford University does not publish any material resulting from the Research, Stanford University shall provide the Owner with a copy of the unpublished results.

4. Termination of Access. This Access Agreement shall terminate on December, 31, 2013.

5. Indemnity. Stanford University agrees to indemnify, defend, and hold harmless Owner from and against all claims for personal injury and/or physical damage to property to the extent caused by the activities of Stanford University or its Researchers on the Property under this Access Agreement, except for claims caused by the sole negligence or willful misconduct of Owner.

6. No Liens. Stanford University shall keep the Property free and clear of all liens and encumbrances arising out of the Research under this Access Agreement.

7. Entire Agreement. This Access Agreement contains the entire understanding and agreement among the parties regarding the Research. This Access Agreement may be modified only by a writing signed by Owner and Stanford University.

8. Governing Law. This Access Agreement shall be governed by and constructed in accordance with the laws of the State of California.

9. Notice. All notices, consents, approvals and requests given by either party to the other under this Agreement shall be in writing and shall be sent by either e-mail or by certified mail, return receipt requested, at the following addresses:

If to Stanford University:

To Rosemary Knight by email at the following: rknight@stanford.edu

Or by certified mail to the following:

Dr. Rosemary Knight
Dept. of Geophysics
Stanford University
397 Panama Mall
Stanford, CA 94305-2215

If to Owner:

To Brian Lee by email at the following: blee@mcwd.org

Or by certified mail to the following:

Brian Lee
Interim General Manager
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

Any party may at any time change its address for notices by sending written notice to the other parties of such change.

10. Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, Owner and Stanford University have executed this Agreement as of the date and year first above written.

Stanford University:

By: _____

Rosemary Knight
Title: Professor of Geophysics

OWNER:

By: _____

Brian Lee
Title: Interim General Manager, Marina Coast
Water District