



Big Thompson Watershed Coalition  
**PERMISSION TO ENTER**  
Return to:  
**Big Thompson Watershed Coalition**  
**2525 West 1<sup>st</sup> St.**  
**Loveland, CO 80537**

Location: Big Thompson Watershed  
Landowner:  
Property Address:

The undersigned landowner or landowner's representative hereby grants permission to the Big Thompson Watershed Coalition (BTWC), its contractors, agents, and all others deemed necessary by BTWC, to enter the property identified above and perform the following activities:

#### DESCRIPTION OF WORK TO BE DONE

##### **Stream restoration (project), which may include:**

- Planning and/or evaluation activities such as survey, assessment of wildlife, botanical, riparian and hydrological conditions, and performance of such other activities as may be reasonably necessary for planning or evaluation of a stream restoration project
- Establishing construction access routes (if needed)
- Earthmoving
- Stream alignment modification, as necessary
- Changes to the contours of the stream and banks
- Placement of root wads, earth fill, logs and/or rocks for bank stabilization or habitat improvement
- Revegetation of disturbed areas.

##### **Operations and maintenance, which may include:**

- Annual monitoring and assessment
- Repair and maintenance of improvements as needed

#### PERMISSIONS

The Landowner grants preliminary approval and consent to inclusion of the Property in any Implementation Project that the Watershed Coalition decides to pursue with respect to the Property; provided, however, that the Landowner shall retain the right to review a conceptual design (approximately 15% design of the full Work Plan) and approve, request changes to, or reject the Work Plan (including the time schedule for the work to be performed). Any changes that may be requested by the Landowner will be subject to the consent and approval of the Watershed Coalition. The Landowner's right to approve, request changes to, or reject the Work Plan is in the Landowner's sole discretion. The Watershed Coalition's right to withhold its consent and approval of and requested changes shall also be in the Watershed Coalition's sole discretion. If agreement in the 15% designed Work Plans is not reached by the parties, this contract will terminate and all further work associated with this contract will cease. Permission is NOT granted to BTWC for any purposes other than those required to complete the stream restoration project (as described above), including operations and maintenance, on the property.

#### ATTACHMENTS

Once complete, project work plans including construction access routes, project work area and description will be attached to this document. The landowner must review any attachments prior to construction starting.

#### WORK AREA

The work area will be limited to that necessary to stabilize the bank of the ordinary high flow channel of the river and, at select locations, for stabilization of slopes that threaten the sustainability of the project. Construction access routes outside of the stream bed and bank will be identified and agreed upon by the landowner in advance of construction and will be restored to pre-construction conditions. If BTWC or its contractor damage any property or improvements outside the Work Area, BTWC or its contractor will restore the property or improvements to substantially the same condition (or improved condition as agreed upon by landowner) as prior to entry on the property. Pre-construction conditions will be documented through photos taken prior to construction. Geomorphic and vegetation monitoring will be used at strategic location to document pre-construction conditions.

#### TERM

The term of this permission will begin the date it is granted and run for up to 3 (three) years from project completion as required by the Natural Resources Conservation Service Emergency Watershed Protection grant. Upon finalization of construction, access will only be granted for operation and maintenance purposes. BTWC or its representatives will give landowners or their representatives 24 hours' notice via e-mail or phone prior to entering the property for the purposes of this project. The Landowner shall not destroy, remove or alter any improvement or work performed as part of this project without the prior written consent of the Watershed Coalition which consent may be delayed, withheld or conditioned in the Watershed Coalition's sole discretion.

#### WAIVER AND RELEASE

By signing this Permission to Enter, I am certifying that I am the owner or the owner's authorized agent of the described property. I grant the right of access and entry to my property to the BTWC for the purposes set forth above. I understand that this permission does not create an obligation upon BTWC to perform any particular work on my property. BTWC will require its contractors to carry adequate liability insurance. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. The obligations of the Landowner under this Agreement shall be considered a covenant running with the Property. The Watershed Coalition is authorized to record this Agreement with the Office of the Clerk and Recorder, Larimer County, Colorado.

**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

\_\_\_\_\_  
Parcel Number and Legal Description

\_\_\_\_\_  
Landowner Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landowner Signature(s)

\_\_\_\_\_  
Date

**NOTARIZATION**

**IN WITNESS WHEREOF**, the Landowner and the Watershed Coalition have executed this Agreement, to be effective as of the day and year first above written, notwithstanding the actual date of execution, whereas the undersigned landowner affirms that they are the owners of the real property rights and have the authority to sign for and bind the Landowner, if the Landowner is a corporation or other entity, and have notified any additional absentee landowners or interests of the project.

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged  
before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**WATERSHED COALITION**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_,  
Shayna Jones as Watershed Coordinator of the Big Thompson  
Watershed Coalition, a Colorado nonprofit corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_