

LICENSE FOR USE OF LANDING STRIP

THIS AGREEMENT (the "Agreement") is made and entered into and shall be effective as of January 1, 2017, by THE NATOMAS BASIN CONSERVANCY, a California Non-profit Public Benefit Corporation ("Owner"), and FARM AIR FLYING SERVICE, LLC, a California Corporation ("Contractor").

Owner and Contractor agree as follows:

1. **Property.** Owner owns property in Sacramento and Sutter Counties, California generally as referenced on **Exhibit A** hereto ("Owner's Property"). Upon the terms and subject to the conditions set forth in this Agreement, Owner does hereby grant to Contractor and its representatives, contractors and agents a temporary license to enter upon those portions of Owner's property for the purpose of evaluating Conservancy property prior, during and after the application of crop protection materials and the aerial application of seed and fertilizer.
2. **Landing Strip.** Contractor may utilize the Conservancy's dirt landing strip, located along the westerly boundary of the Bianchi West tract (designated as tract number six (6) on Exhibit A) and running generally in a north-south orientation, for loading and servicing agricultural aircraft when Contractor's aircraft is used for the application of seed and fertilizer in the Natomas Basin.
3. **Term.** This license shall terminate on December 31, 2017.
4. **Natomas Basin Habitat Conservation Plan.** Contractor acknowledges that Owner purchased the property in furtherance of the Natomas Basin Habitat Conservation Plan (the "Plan"). The goal of the Plan is to preserve, restore and enhance habitat values found within the Natomas Basin. Contractor acknowledges awareness and respect for Owner's management of Owner's Property in ways which optimize the value of habitat for species protected in accordance with the Plan, including the Giant garter snake and Swainson's hawk.
5. **Pesticides.** Contractor shall not use, load or unload pesticides on Owner's Property without first obtaining written authorization from Owner.
6. **Contractor Performance.** All work authorized under this Agreement shall be performed in a prompt, proper and workmanlike manner. Contractor shall, at all times, keep Owner's Property free from debris and rubbish that may result from the performance of its activities.
7. **Indemnity.** Contractor shall protect, indemnify, defend (with counsel acceptable to Owner) and hold Owner's Property, Owner and Owner's officers, directors, employees, representatives, invitees and agents free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, fines, penalties, costs and expenses, including reasonable attorneys' fees and court costs, resulting from Contractor's acts or omissions, or that of its representatives, employees, contractors, subcontractors and agents, in connection with the work performed by or on behalf of Contractor on Owner's Property, including any of the same which may have been caused or contributed to by the negligence, whether active or passive, of Owner or its employees or agents other than Contractor. This indemnity shall not extend to claims arising from the sole negligence or willful misconduct of Owner or its employees or

agents other than Contractor. Contractor shall repair any and all damages to any portion of Owner's Property, arising out of or related (directly or indirectly) to the work performed by or on behalf of Contractor on Owner's Property. Contractor shall keep Owner's Property free and clear of any mechanics' liens or materialmen's liens arising out of or related (directly or indirectly) to the work performed by or on behalf of Contractor on Owner's Property. Contractor's indemnification obligations set forth in this paragraph shall survive the termination of this Agreement or revocation or expiration of the license.

8. Insurance. Contractor shall procure at its sole cost and expense and keep in effect at all times during the term of this Agreement, Commercial General Liability Insurance or Comprehensive General Liability Insurance applicable to Contractor's activities on Owner's Property. Prior to any entry onto Owner's Property by Contractor or its agents, contractors, subcontractors, agents or employees, Contractor shall deliver to Owner a certificate of insurance and appropriate endorsements to Contractor's liability insurance policy with an original signature from an authorized agent of the insurer which evidences that Contractor's liability insurance policy has been issued by an insurance company that is duly authorized to do business in California and is in good standing with the California Department of Insurance covering (i) the activities of Contractor, and Contractor's agents, contractors, subcontractors and employees on or upon Owner's Property, and (ii) Contractor's indemnity obligations as set forth in this Agreement. Such certificate and endorsements shall evidence that such insurance policy shall have a per occurrence limit of at least \$1 million and an aggregate limit of at least \$2 million, shall name Owner, Owner's officers, directors, employees, and agents as additional insured, shall be primary and non-contributing with any other insurance available to Owner and shall contain a full waiver of subrogation clause. The insurance must be written on an occurrence basis.

9. Exercise of License. This Agreement is an accommodation to Contractor, which agrees to exercise the license and rights granted hereunder at its own risk.

10. Permits, Approvals or Authorizations. If permits, approvals or authorizations are required by any local, state or governmental authority with respect to Contractor's activities on Owner's Property, Contractor shall, at its sole expense, obtain such permits, approvals or authorizations and provide copies thereof to Owner.

11. Attorneys' Fees. In the event of any dispute between the parties arising out of or relating to this Agreement or a breach thereof, the prevailing party shall be entitled to recover reasonable expenses, including attorneys' fees and costs.

12. Anti-Harassment and Anti-Discrimination Policy. Owner is committed to establishing and maintaining a workplace that is free from unlawful harassment and discrimination. As required by law, Owner has developed an "Anti-Harassment and Anti-Discrimination Policy" applicable to all independent contractors that is available on request. Contractor shall be responsible for informing all of its employees, representatives, contractors, and/or agents who will be entering and performing work on the Premises about this policy. In the event Contractor acquires information to suggest that this policy is being violated, Contractor shall promptly notify Owner. All employees, applicants, and independent contractors ("workers") of The Natomas Basin Conservancy ("TNBC") are to be treated with respect and dignity. TNBC is committed to providing a work environment free of unlawful harassment and discrimination. TNBC policy prohibits all harassment and discrimination because of sex, gender, race, religious creed, color, national origin or ancestry, genetic condition, physical or mental disability, medical condition, including AIDS, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation.

All such harassment or discrimination is unlawful. TNBC's Anti-Harassment and Anti-discrimination policy applies to all persons involved in the operation of TNBC and prohibits unlawful harassment or discrimination by any worker of TNBC. Tenant agrees to comply with the TNBC Anti-Harassment and Anti-Discrimination Policy in Tenant's operations on the Premises and with regard to any of TNBC's employees, agents, contractors or subcontractors on or about the Premises.

Contractor's Initials

13. Entire Agreement. This Agreement and the documents attached as parts hereof contain the sole and entire Agreement and understanding of the parties relating to Contractor's right to enter onto Owner's Property. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party hereto. This Agreement may only be modified in writing with the signature of both parties.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Owner. Any attempted assignment without such consent shall be invalid and void.

15. No Third Party Rights. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

16. Exhibits and Recitals. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

17. Severability. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

18. Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

19. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

20. Time of Essence. Time is of the essence for each and every provision of this Agreement.

21. Subcontracting. As specified in this Agreement, Contractor shall not subcontract any portion of the services required by this Agreement without prior written approval of Owner. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

22. Authority to Execute. The persons executing this Agreement on behalf of their respective parties represent and warrant that they have the authority to do so under law and from their respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

THE NATOMAS BASIN CONSERVANCY, a Non-profit Public Benefit Corporation

Date: _____

By _____

Name: John Roberts

Title: Executive Director

CONTRACTOR:

Date: _____

By: _____

Name: Jon Messick

Title: Owner

EXHIBIT A

2017 BASE MAP

THE NATOMAS BASIN CONSERVANCY

