



# **EXECUTIVE DIRECTOR'S REPORT**

---

October 6, 2021

BOARD OF DIRECTORS MEETING

## BKS GGS Feature

### Design Elements:

Upland area for GGS basking habitat and pond edge diversity

Upland overlook for staff

Trees for enhanced prey habitat

Trees to help reduce winter wind forces on barn



## Design Considerations

Trees along the waters edge and near the ponds support tree frogs – GGS favored prey – and thermal regulation habitat diversity

Trees along the barn could be planted in a swale capturing water from the barn roof or from Pond O water supply to supplement irrigation

Create and enhance GGS upland basking habitat with open water edge adjacent to uplands for quick predator escape

Refugia can be built into proposed basking habitat and/or in other areas near or on the edge of the ponds

Soil volumes are estimated to be approximately 3,000 cy - existing soil stockpiles have up to 10,000 cy

## Revised Concept

Trees, scrub, and associated species around Pond O for GGS prey production and thermal habitat diversity

Basking habitat with steep edge to open water at Pond O, deepen pond along edge

Swale/seasonal wetland on west side of barn with trees to capture barn runoff

Reduced concrete on north side of barn and plant trees

Lookout knoll on west side of barn for looking out onto habitat

Fencing and gate retained or replaced north of barn along concrete pad. Fencing along west side of barn moved to run along side of barn



## LOCATION CONTRACT

The Natomas Basin Conservancy, a California Non-profit Public Benefit Corporation (“**Owner**”) is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the “**Property**”). Owner hereby gives permission to Conservation Nation, LLC and its employees, agents, contractors and suppliers (“**Producer**”) to enter upon and use the Property located at 8701 and 9055 East Levee Road, Elverta, CA on the property generally known as the Betts, Kismat, Silva tract (“**BKS tract**”), subject to change on account of weather conditions or change in production schedule, for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled “Wildlife Nation” (working title) (the “**Program**”) which is currently intended for initial exhibition in the United States on one or more owned and/or operated television states and affiliates of ABC (the “**Network**”) and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed but all activities on the Property must be completed no later than September 30, 2021. Producer will have the right to use the Property for additional filming as may be necessary, so long as completed by September 30, 2021. Producer represents and warrants that the Producer may enter and conduct its activities on the Property subject to compliance with all federal, state and local laws, rules, regulations, codes and ordinances,

Owner acknowledges and agrees that Owner will not be paid compensation for Producer’s use of the Property under this contract nor for Producer’s exercise of the rights granted by Owner under this contract.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the “**Owner’s Marks**”) in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances, but Producer takes the Property and its natural conditions as is, entering the Property at its own risk. Owner shall notify Producer of any known latent defects or illegal conditions on the Property prior to filming or as they may arise during filming. Producer agrees to minimize disturbance to the habitat on the Property to the maximum extent practicable and avoid any taking as such term is defined under the US Endangered Species Act and the California Engendered Species Act.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify, defend and hold Owner harmless from any liability, loss, costs, claims or obligations on account of, or arising out of, any injury or losses caused or claimed to be caused by the negligence or willful misconduct of Producer, including but not limited to the acts or omissions of Producer, its officers, employees, invitees, agents, representatives, contractors or licensees while Producer is engaged in the aforementioned use of the Property. Such indemnity shall survive the expiration or termination of this contract.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner’s Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, in any and all languages throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings: (a) in and in connection with the Program, and any other production(s), and in and in connection with advertisements, promotions, publicity, and other material related to the Program, the Network, or such other production(s) including, without limitation, in audio/visual content and/or photographs for and/or in connection with advertisers, sponsors, and/or product integration partners of the Program; and (b) in connection with Defenders of Wildlife including, without limitation, in connection with any advertisements, promotions, publicity and other material related to Defenders of Wildlife (including, without limitation, on social media and for use at events, functions, and presentations). Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer, Program advertisers, sponsors and/or product integration partners, Defenders of Wildlife or any other party arising

out of any use of the photographs, film and/or recordings. Except as may be prohibited by law, Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. Except as may be prohibited by law, Owner may not be entitled to seek or obtain injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions, but shall not be prohibited from disclosure of such fact to its officers, directors, governing agencies and in its Annual Report.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Sacramento and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Sacramento, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules," available at [www.jamsadr.com](http://www.jamsadr.com), including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable) who is experienced in the entertainment industry and licensed to practice law in California or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

Producer must give Owner a list of all parties (names of individuals and name of company to which they are associated) one day prior to entry on the Property, and such named individuals shall be authorized as agents of Producer while present on the Property, and subject to all terms and conditions contained herein as if Producer.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect. This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract. Any signed copy of this contract transmitted via email or facsimile (or executed electronically via DocuSign or a similar service) shall be deemed an original copy hereunder. ABC's privacy notice at <https://privacy.thewaltdisneycompany.com/en/> describes ABC's information practices in relation to Owner and Owner's personnel (if any) whose personal information is provided by Producer to ABC in connection with this Agreement. Owner will bring this privacy notice to the attention of such personnel, if any. This notice may be updated from time to time.

ACCEPTED AND AGREED:  
PRODUCER

By:   
Date: September 20, 2021  
Show: "Wildlife Nation" (working title)

OWNER: The Natomas Basin Conservancy, a California Non-profit Public Benefit Corporation

By:   
Print Name/Title: John Roberts, Executive Director  
Address: 2100 River Plaza Dr. #469 Sacramento, CA  
Telephone: 916.649.3331 95833  
Email: jroberts@natomasbasin.org  
Date: Sept 20, 2021