



Denver Botanic Gardens LAND ACCESS AGREEMENT

Permission to Access Land, and Collection/Dissemination of DBG Data

This Denver Botanic Gardens Land Access Agreement documents the agreement by and between _____ (landowner) and Denver Botanic Gardens (hereafter DBG) for the use and benefit of DBG. This agreement grants permission to enter the properties described below (herein referred to as “Property”) owned, managed and/or occupied by the landowner. DBG has requested access for the purposes described below that are related to DBG’s research.

The landowner and DBG agree as follows:

1. Description of Property. This agreement concerns the following property: [enter address and complete spatial description of property to be accessed; attach map if possible]

_____.
2. Effective Dates. This agreement shall be effective beginning on [date] _____ and shall be in effect for a period of [specify number of days or months] _____.
3. Purpose. This agreement applies to DBG, for the purpose of conducting the following activities:
 - a. _____
 - b. _____
 - c. _____
 - d. _____

This agreement shall be non-exclusive and non-transferable, and can be terminated upon written notice to DBG.

4. Disclosure. Prior to DBG entry onto the Property, Landowners agree to disclose any dangerous or hazardous conditions on the Property, or any other conditions on the Property of which DBG should reasonably be made aware.
5. Liability. Each party to this Agreement agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of DBG is at all times herein strictly limited and controlled by the provisions of the Colorado Governmental Immunity Act, C.R.S. secs. 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. DBG releases the Landowners from all liability or responsibility for injury that DBG representative(s) may suffer as a result of or in connection with his/her entering upon the Property.
6. Non-Assignment. DBG shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the landowner(s). Any such conveyance in violation of this paragraph shall render this agreement null and void.

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7. Collection and Dissemination of Data. The landowner(s) acknowledge(s) that the activities described in this agreement to access land may include the collection of natural or environmental conditions location data concerning plants found on the Property. The landowner(s) consent(s) to DBG use of such data for research, service and educational purposes, without limitation or restriction. DBG may store and disseminate such data in any manner consistent with such purposes and in accordance with DBG's data distribution policy. DBG may claim copyright protection for publication of such data. To the extent permitted under applicable laws, including the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.* and other applicable public disclosure law, DBG shall use reasonable efforts to maintain confidentiality of the landowner.

The parties enter into this agreement on this ____ day of _____, 20 ____.

The landowner(s) consent(s) to DBG request are subject to the completion of this agreement, as indicated by signatures below:

Landowner(s):

Primary contact/owner:

By: _____
Name: _____
Address: _____

Telephone: _____

Additional owner(s):

By: _____
Name: _____
Address: _____

Telephone: _____

DBG representative(s)

By: _____
Name: _____

DBG
Research & Conservation Department
909 York Street
Denver, CO 80206
Telephone: _____

DBG representative(s):

By: _____
Name: _____

DBG
Chief Financial Officer
909 York Street
Denver, CO 80206
Telephone: _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY AND ASSOCIATED PLANT COLLECTION DATA

COLORADO, USA

Salicaceae

Salix exigua subsp. interior (Rowlee) Cronquist

PHILLIPS COUNTY: Frenchman Creek SWA, 5 miles W of Highway 6 and 0.5 miles S of County Road 29. Frenchman Creek SWA is approximately 71 acres and ranges from 3,804 to 3,847 ft in elevation. 40.59248, -102.39977. WGS84. Ca. 1164m elevation.

Dry stream bed. Gravel/sand. Grove along stream bed. Male plants 3-4 ft tall. Flower. Occasional along stream bed. With *Bromus tectorum*, *Pascopyrum smithii*, *Bromus inermis*, *Rumex altissimus*.

May 28, 2016

Janet L. Wingate, 10688

Kathryn Kalmbach Herbarium (KHD), Denver Botanic Gardens