

This Recording for the Public Benefit  
Pursuant to the Provisions of  
Government Code Section 6103

Recording Requested By and  
When Recorded Return To:

**SOLANO IRRIGATION DISTRICT**  
810 Vaca Valley Parkway, Suite 201  
Vacaville, California 95688




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**RIGHT OF ENTRY AGREEMENT**  
*Solano County, APN 0044-250-080*

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This Right of Entry Agreement, hereinafter referred to as "Agreement," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **SOLANO IRRIGATION DISTRICT**, an irrigation district organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "District," and the **COUNTY OF SOLANO**, a political subdivision of the State of California, hereinafter referred to as "Landowner."

- 1.0** Landowners are the owners of that certain parcel of real property shown on Exhibit "A," attached hereto and included herein as is set forth in full, said property located at *2543 Cordelia Road in the unincorporated area of the County of Solano, State of California*, being Assessor Parcel Number (APN) *0044-250-080*, hereinafter referred to the "Property," and
- 2.0** District is proposing as part of its Rehabilitation and Betterment (R&B) program to construct an underground pipeline within a 20-foot-wide Easement owned by the District along the southern border of APN 0044-250-080, hereinafter referred to as the "Project."
- 3.0 GRANT OF RIGHT OF ENTRY:**
  - 3.1 Right of Entry:** Subject to the terms and conditions of this Agreement, commencing on the Effective Date and continuing until the District's Board of Directors shall adopt a resolution terminating the Right of Entry and deliver that resolution to the landowner, Landowner grants to District, its contractors, agents, engineers, surveyors, employees, and representatives (collectively "Agents"), the right to come upon that certain real property shown upon Exhibit "A" and labeled "60' WIDE RIGHT OF ENTRY AREA." District will use the property for staging and storage of equipment, supplies, other materials, and access reasonably necessary for construction and thereafter for inspection, repair, and maintenance of the Project. District or its Agents may store equipment and materials on the Property during the term of this

Agreement; provided, however, that District and its Agents shall be solely responsible for securing such equipment on the Property and Landowner shall not be liable for any theft or damage to any equipment stored on the Property. No other use shall be made of the Property by District other than the performance of the aforementioned Project without the Landowner's prior written approval, which approval shall be within Landowner's sole and absolute discretion.

**3.1.1** Prior to entering the Property, District shall provide proof of insurance as required below in this agreement. The Landowner shall retain the right to further restrict the date and times of the entry.

**3.1.2** When the use of the 20-foot-wide easement is determined by the District to be necessary, if during irrigation season and there is insufficient time to construct the permanent pipeline facilities, District may install a temporary facility on the surface of the Easement area until the irrigation/growing season ends. Then, outside the irrigation/growing season, District may construct the underground pipeline within the 20-foot-wide easement, between November 1st and June 30th of a given year. The Right of Entry use of the adjacent 60-foot-wide area during this work is hereby authorized.

**3.1.3** Following use of the Right of Entry Area for temporary facilities or a permanent underground pipeline, District will grade/restore the Right of Entry Area. District will compensate the tenant for any crop losses due to Right of Entry impacts.

**3.1.4** During construction, District will ensure access is maintained along the small road leading to the County's Ag and Surplus Facilities (east side of APN 0044-250-080), except for temporary disruptions (as in minutes, not hours) as would be customary due to a lane closure on a county road due to construction activities. In addition, construction work would be suspended during rainstorms.

**3.1.5** Landowner will record a memorandum of this Right of Entry agreement which shall give notice that the parties agree that this Right of Entry Agreement shall bind any successors of Landowner in ownership or rights to utilize the Right of Entry area except that any tenants of Landlord on the Right of Entry area for crop production purposes shall be entitled to reasonable compensation should District damage their crop in providing for exercise of the Right of Entry.

**3.2** **Description of Right of Entry Area:** The Right of Entry Area shown on Exhibit "A" is 60-feet-wide and adjacent to the 20-foot-wide Easement along the southern border of APN 0044-250-080. Solano Irrigation District will use the Right of Entry Area when installing, inspecting, maintaining, or reconstructing an underground pipeline within the 20-foot-wide Easement along the southern border of APN 0044-250-080 or during the period of use reasonably related to the temporary facilities described in Paragraph 3.1.2

- 3.3 Removal of Equipment:** At the expiration or termination of this Agreement, District shall remove all tools, equipment, and other personal property from the Right of Entry area at its sole cost. This provision shall survive the expiration or earlier termination of this Agreement. The Right of Entry shall not end until and unless the Board of Directors of District shall adopt a resolution terminating the Right of Entry and deliver a certified copy to Landowner and provide a recordation of a copy of that instrument in the Official Records of the County of Solano.
- 3.4 Security:** District shall provide and adequately maintain any barricades, fences, signs, lanterns and other suitable devices as deemed necessary by OSHA for employee and public safety with respect to the exercise of this Right of Entry or the installation, repair, or reconstruction of the pipeline work described herein. District shall maintain the security of each of its work sites on the Property to the reasonable satisfaction of Landowner during the entire period of entry under this Agreement. In the conduct of work undertaken herein, District shall exercise all normal and reasonable safety precautions and shall maintain all work areas on the Property in a clean and presentable manner. District shall use commercially reasonable efforts to secure the Property.
- 3.5 Licenses/Permits:** District is solely responsible for obtaining any necessary licenses and permits for the work permitted under this Agreement, including but not limited to, encroachment and grading or other permits applicable to District's activities.
- 3.6 Insurance:**
- A. Without limiting District's obligation to indemnify Landowner, District must procure and maintain for the duration of the Agreement insurance or a self-insurance plan participation by District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by District, District's agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance  
Coverage must be at least as broad as:
- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
  - (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
  - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance  
District must maintain limits no less than:

(1) General Liability:

(Including operations, products and completed operations.)

\$2,000,000 per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation: As required by the State of California.

(4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to District's services under this Agreement, District must maintain the following insurance coverage:

(1) Cyber Liability: \$1,000,000 per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the Landowner that will be in the care, custody or control of District under this Agreement.

(2) Professional Liability:

\$2,000,000 combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Agreement.

E. If District maintains higher limits than the minimums shown above, Landowner is entitled to coverage for the higher limits maintained by District. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the Landowner. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the District under this Agreement.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Landowner. At the option of Landowner, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to Landowner, its officers, officials, agents, employees and volunteers; or
- (2) District must provide a financial guarantee satisfactory to Landowner guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

- (1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of District; and with respect to liability arising out of work or operations performed by or on behalf of District including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to District's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
- (b) For any claims related to work performed under this Agreement, District's insurance coverage must be primary insurance with respect to the Landowner, its officers, officials, agents, employees, and volunteers. Any insurance maintained by Landowner, its officers, officials, agents, employees, or volunteers is excess of district's insurance and shall not contribute to it.
- (2) If District's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Landowner in the care, custody, or control of the District. If not covered under the District's Professional Liability policy, such "property" coverage of the Landowner may be endorsed onto the District's Cyber Liability Policy.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, District agrees that notice of cancellation will be delivered in accordance with the policy provisions.

#### H. Waiver of Subrogation

- (1) District agrees to waive subrogation which any insurer of District may acquire from District by virtue of the payment of any loss. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of Landowner for all work performed by District, its employees, agents and subcontractors.

#### I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to Landowner.

#### J. Verification of Coverage

- (1) District must furnish Landowner with original certificates and endorsements effecting coverage required by this Agreement.
- (2) The endorsements should be on forms provided by Landowner or, if on other than

Landowner's forms, must conform to Landowner's requirements and be acceptable to Landowner.

- (3) Landowner must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
- (5) Landowner reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

- 3.7 **Indemnification:** District will indemnify, hold harmless and assume the defense of the Landowner, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from District's operations or from any persons directly or indirectly employed by, or acting as agent for, District, excepting the sole negligence or willful misconduct of the Landowner.

Acceptance of insurance required by this Agreement does not relieve District from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by District's operations regardless if any insurance is applicable or not.

District shall leave the property at the end of the right-of-entry and construction period in as good a condition as it was found. Landowners agree to avoid whenever possible parking equipment in the area of, or to impair District's access during the right-of-entry period and agrees that Landowners will cooperate with District in allowing the District full use of its right of entry. It is understood by both parties that a spirit of cooperation is necessary for the successful completion of this right of entry and project.

- 3.8 **Right-of-Entry Period:** The Right-of-Entry period shall be between November 1<sup>st</sup> and June 30<sup>th</sup> of a given year. Solano Irrigation District will provide Landowner a 90-day notice before starting work.

- 3.9 **Notice:** Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated below. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

Landowner: Solano County Department of General Services  
Attn: Real Estate / Property Management  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

District: Solano Irrigation District  
District Engineer  
810 Vaca Valley Parkway  
Vacaville, CA 95688

- 4.0 **TIME:** Time is of the essence in the performance of this Agreement and of every term and provision thereof.
- 5.0 **TERMS:** There are no other terms, conditions, promises, or warranties, either implied or explicit, or promises other than are contained within the written terms of this Agreement.
- 6.0 **ENTIRE AGREEMENT:** This Agreement is whole and entire and may not be altered except by a writing executed by each party hereto.
- 7.0 **WAIVER OR DISCLAIMER:** A failure to utilize or to enforce any term or provision of this Agreement or any facility described in this Agreement shall not constitute a waiver or disclaimer of any interest or right under the terms of this Agreement.
- 8.0 **GOOD FAITH PERFORMANCE:** Each of the parties agrees to act in good faith to implement and to allow for the performance of the obligations and the rights specified herein, and each party agrees not to do any act which would impair or make more difficult or impossible the performance of this Agreement and of every right or term thereof.

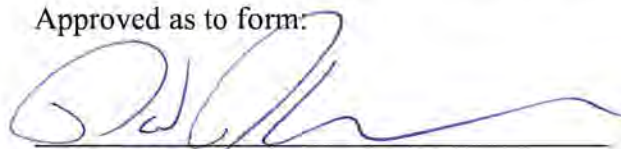
EXECUTED on this \_\_\_ day of \_\_\_\_\_, 2025

**LANDOWNER:**  
**COUNTY OF SOLANO**

Dated: \_\_\_\_\_

By: Ian M. Goldberg  
Its: County Administrator, County of Solano

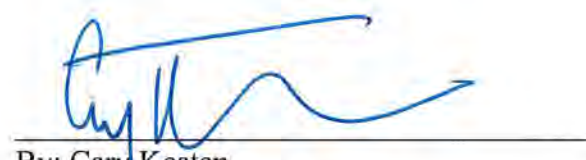
Approved as to form:



By: David J. Gallegos  
Deputy County Counsel

**DISTRICT:**  
**SOLANO IRRIGATION DISTRICT**

Dated: 9/22/25



By: Cary Keaten,  
Its: General Manager

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

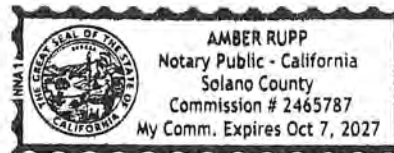
State of California  
County of Solano

On September 22, 2025 before me, Amber Rupp Notary Public  
(insert name and title of the officer)

personally appeared Cary Keaten  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Amber Rupp (Seal)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**  
*Landowners Property*



**CHAUDHARY**  
& ASSOCIATES, INC.

211 GATEWAY ROAD WEST SUITE 204 NAPA, CA 94558-6279 707.255.2729

REGISTERED  
SURVEYORS  
IN THE STATE OF CALIFORNIA  
WWW.CHAUDHARY.COM

**Exhibit A**  
**Legal Description**

**Portion Parcel 2 Doc. #2007-00115537**

A portion of the Suisun Rancho in the County of Solano, State of California described as follows;

A 20 foot strip of land over, upon and across a portion of the real property described as Parcel 2 in that certain Grant Deed to The County of Solano recorded November 5, 2007 in Document Number 2007-00115537 filed in the Office of the County Recorder of Solano County, State of California, said portion being more particularly described as follows;

**Beginning** at the Southeast corner of said Parcel 2; thence along the southerly line thereof S 79° 18' 36" W, 1,729.30 feet to a point on the northeasterly line of that 20-foot easement to Solano Irrigation District described in the Grant of Easement recorded March 28, 1960 in Book 1020 of Official Records, at Page 676 in the Office of the County Recorder of Solano County;

thence, along said northeasterly easement line N 56° 03' 24" W, 28.47 feet;

thence, leaving last said line, northeasterly parallel with and 20 feet northerly of the aforementioned southerly boundary line of Parcel 2, N 79° 18' 36" E, 1,749.91 feet to a point in the easterly boundary line of said Parcel 2;

thence, along said easterly line S 9° 41' 24" E, 20.00 feet to the **Point of Beginning**.

Containing 0.799 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 2. Multiply grid distances shown by 0.999972 to obtain ground distances.

This easement description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

  
Steven M Mendenhall PLS 4444

Date: April 15, 2025



*EXPIRES 9/30/2025*

BUILDING THE INFRASTRUCTURE



PROTECTING THE ENVIRONMENT

