Guidance for Document Submission
Beard Land Improvement
Company Right of Entry

A Right of Entry agreement signed by all parties must be on file prior to all work within the Beard Industrial District.
The requested documents and fee payments must be emailed and mailed to the addresses below to initiate the Right of Entry process.

1. **Fill out the Application for Right of Entry** (Attached)
   General Contractor shall include all subcontractors and submit requested documents.
   Fill out all highlighted portions.

2. **Attach your COI from the General Contractor and ALL Sub Contractors**
   Certificate of Insurance (COI)
   A Certificate of Insurance is required from each Contractor/Entity who will be working in the Beard Land District. Commercial General Liability insurance that contains broad form contractual liability with a combined single limit of a minimum of at least two million ($2,000,000) per occurrence and six million ($6,000,000) umbrella for a total of eight million ($8,000,000) each occurrence and an aggregate limit of at least eight million ($8,000,000) is required. Beard Land Improvement Company shall be listed as a certificate holder on each COI. Each COI must be submitted via email.

3. **Fill and Sign the Right of Entry Agreement** (Attached)
   The Right of Entry agreement should be filled out (highlighted portions only) and included with the Application.

Beard Land Improvement Information
Please email and mail required documents to:
Beard Land Improvement Company
530 11th Street
Modesto, CA 95354
Cconklin@beardland.com

APPLICATION – RIGHT OF ENTRY Application

Please allow 5-10 business days for processing

Project site location (City, County, State, and Road Name): _____

_____

Beard Industrial District site location information: _____

Project Timeline: Start Date and Time: _____ End Date and Time: _____

Will there be any excavation involved?

( ) No ( ) Yes *(If Yes, attach shoring plans.)*

Scope of Work:

(This must be detailed & complete; attach engineering plans, shoring plans, and any pertinent supporting details, including maps or prints.)

_____

_____

_____

1. Name of Contractor _____

State of Incorporation _____; if not incorporated, please list entity's legal status

_____

2. Address, email, phone number of Contractor

Address _____

Email _____ Phone _____

3. Name, address, and phone number of individual to whom agreement is to be mailed ***(if different than Item 2.)***

_____

4. Billing information, Address _____

Email _____ Phone _____

5. Contact information of individual for the railroad to contact in the event of questions.

Email _____ Phone _____

Sub-Contractor List

List all Sub-Contractors working within the Railroad ROW as part of this project:

1. Sub-Contractor Company Name:_____
Address:_____ Contact
Name:_____Number:_____
Email: _____

2. Sub-Contractor Company Name:_____
Address:_____
Contact Name:_____Number:_____
Email: _____

3. Sub-Contractor Company Name:_____
Address:_____
Contact Name:_____Number:_____
Email: _____

4. Sub-Contractor Company Name:_____
Address:_____
Contact Name:_____Number:_____
Email: _____

5. Sub-Contractor Company Name:_____
Address:_____
Contact Name:_____Number:_____
Email:_____

NOTE: Submit Sub-Contractor Company's most current Certificate of Insurance.

Additional Fees and charges may be applicable.
These charges cannot be determined until your project is approved.

LICENSE FOR RIGHT-OF-ENTRY AND USE OF PREMISES

BEARD LAND IMPROVEMENT COMPANY, a California corporation, hereinafter called ("Licensor") hereby permits _____, a _____ company herein after called ("Licensee") to enter upon Licensor's property located at or near_____ , in Modesto, California hereinafter the "Premises" subject to all licenses, easements, encumbrances and claims of title affecting the Premises and subject to the following terms and conditions ("Permit" or License"). For purposes of this License the term "Licensee" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over with respect to Licensee's activity on or Licensor's property and including but not limited to the Permitted Activity, including, but not limited to all persons and/or entities performing the permitted Activities (defined below) as well as those operators of vehicles and/or trucks related to the same.

1. This License is for Licensee's exclusive use and shall not be assignable or transferred in anyway and such assignment or transfer shall be void. Licensor grants this License to Licensee for entry on to the Premises for the purpose of _____ on the Premises, collectively referred to herein as ("the Permitted Activities"). As a condition of this License, Licensee shall undertake its use of the Premises in compliance with all federal, state, and local laws and regulations and in a good and workmanlike manner satisfactory to Licensor and in accordance with these rules. The Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry permitted until Licensor has executed it the License and returned a signed copy by all parties to Licensee.

2. The Licensor shall have the right, but not the duty, to require the Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on the Licensor's property. If in the sole opinion of the authorized representative of the Licensor any said activity or work is undesirable for any reason, the Licensor shall have the right to terminate this agreement and Licensee's license and permission at once.

3. This License shall be effective on _____ and shall terminate on or before _____or for a period _____ as set forth below and thereafter may be extended at the option of Licensor for such additional terms as Licensor deems necessary. Licensor reserves the right to revoke this Permit at any time prior to the termination time and for any reason at all. Notwithstanding the foregoing, however, Licensee shall give Licensor at least _____ (days/hours) notice prior to exercising any rights under this License and entry to the Premises. Licensee is in no circumstance permitted to enter the Premises and/or Licensor's property without providing the required advance notice as required in this Paragraph 3 on each and every such occasion and without receipt confirmation and approval from Licensor.

Upon termination of this License, the Licensee shall remove all of its property, leaving the Licensor's premises in a neat and safe condition satisfactory to the Licensor's General Manager or other authorized representative, failing in which the Licensor may do so at the Licensee's sole cost, risk and expense.

4. Licensee shall not invite or authorize any person or entity to enter or work upon the Premises without the express written permission of Licensor, and only if the person or entity executes an additional original counterpart of this License.

5. Licensee's entry on to the Premises is restricted to _____, or the times that Licensor otherwise provides in writing to Licensee _____. Licensee shall work only in such area(s) of the Premises as Licensor designates and shall not enter the Premises without being accompanied by an agent or employee of Licensor and shall remain accompanied by the same at all times or as otherwise instructed in writing to Licensee. _____.

6. RISK OF LOSS; INDEMNIFICATION.

(a) Licensee acknowledges that persons and property on or near the Premises, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

(B) LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR, ITS OFFICERS, EMPLOYEES AND AGENTS AND AFFILIATED COMPANIES, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSE, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE LICENSOR, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENTS OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF EXERCISE OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE AND REGARDLESS OF THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, EMPLOYEES AND AGENTS. LICENSEE FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS LICENSOR, ITS OFFICERS, EMPLOYEES, AGENTS, PATRONS OR INVITEES FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD AND/OR LICENSOR OPERATIONS AT OR NEAR THE AREA IN WHICH THE LICENSE IS TO BE GRANTED WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO THE NEGLIGENCE OF THE LICENSOR, ITS OFFICERS, EMPLOYEES OR AGENTS OR OTHERWISE.

(c) The risks of injury to or death of persons and loss or damage to property herein assumed by Licensee, shall include, but shall not be limited to, contractors, employees, or invitees of either of the parties hereto, and whether or not such injury to or death of persons shall arise under any Workmen's Compensation Act or Federal Employers' Liability Act.

(d) Licensee, for himself, or itself, and for his, or its heirs, successors, assigns, officers, agents, contractors, and employees, does hereby agree to protect, defend and indemnify Licensor from, and to reimburse Licensor for, any and all liability and damages arising out of the risks herein assumed by Licensee, including

claims, judgments, costs, attorney's fees, and all other judgments arising from any liability assumed by Licensee herein.

(e) Licensee shall at its sole expense join in or assume, at the election and on demand of Licensor, the defense of any claims, demands, actions and causes of action hereunder arising. The word "Licensor" as used in this Indemnity Section shall include the assigns of Licensor and any other railroad company that may be operating upon and over the tracks in the vicinity of the license area.

(f) As a precondition to Licensee's indemnification obligations under this Section, the indemnified party will (a) cooperate with Licensee in any investigation and provide Licensee with all information in the possession or control of the indemnified party relating to any matter for which an indemnified party seeks indemnification, and (b) provide Licensee with timely notice of any matter or incident for which the indemnified party may make a claim for indemnification by Licensee.

7. Licensee shall, at its sole cost and expense, procure and maintain at all times it is performing obligations as contemplated by this Permit the following insurance coverage(s):

(a) Commercial General Liability insurance that contains broad form contractual liability with a combined single limit of a minimum of at least two million ($2,000,000) per occurrence and six million ($6,000,000) umbrella for a total of eight million ($8,000,000) each occurrence and an aggregate limit of at least eight million ($8,000,000) Coverage must be provided on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, Contractual liability coverage, Environmental, (sudden, seepage and pollution) Liability, Bodily Injury and Property Damage, Products and completed operations.

(b) Workers Compensation and Employers Liability insurance including coverage for all its employees, but not limited to: Industry's statutory liability under the worker's compensation laws of the state in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(c) Employers' Liability (Part B) with limits of at least one million ($1,000,000) and two million ($2,000,000) from umbrella for total of three million ($3,000,000) aggregate each accident, one million ($1,000,000) and two million ($2,000,000) from umbrella for total of three million ($3,000,000) aggregate by disease policy limit, and one million ($1,000,000) and two million ($2,000,000) from umbrella for total of three million ($3,000,000) aggregate by disease each employee.

(d) Automobile Liability. Bodily Injury/Property Damage, one million ($1,000,000) and two million ($2,000,000) from umbrella for a total of three million ($3,000,000) per accident and an aggregate limit of at least one million ($1,000,000) and two million ($2,000,000) from umbrella for a total aggregate limit of three million ($3,000,000). Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

7.2 In addition, Licensee shall comply with the following additional requirements with respect to such insurance:

(a) Any insurance policy shall be written by a reputable insurance company with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide. If any portion of the operation is to be subcontracted by Industry, Industry shall require that the subcontractor provide and maintain insurance coverage as set forth herein.

(b) The insurance required shall be primary of any coverage that Licensor does or may carry, shall contain a waiver of subrogation or contribution in favor of Licensor and shall name Licensor as an additional insured.

(c) Prior to entry on the Premises or any Licensor property, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including a copy of the signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. In the event of a claim or lawsuit involving Licensor arising out of this Permit, Licensor will make available any required policy covering such claim or lawsuit upon request of Licensor.

(d) Failure to provide evidence as required by this section shall entitle, but not require, Licensor to immediately revoke this Permit. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Permit. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

8. Licensee shall comply, at its own expense, with all applicable laws, regulations, rules and orders with respect to the use of the Premises, regardless of when such become effective.

9. If any property or facility of Licensor is endangered by Licensee's entry upon or use of the Premises, Licensee shall notify Licensor immediately by telephone and in writing. If any facility of Licensor is damaged as a result of Licensee's entry upon or use of the Premises, Licensee shall, upon presentation of a bill, reimburse Licensor for any costs expended to repair or replace the facility.

10. Any obligations assumed by Licensee hereunder shall survive the termination of this Permit.

11. Any notice required or permitted to be given hereunder must be in writing and the same shall be given and will be deemed to have been given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice. In addition to written notice as provided for in this paragraph, electronic notification should also be sent contemporaneous to written notice addressed in (i) and (ii) above. The addresses for such notice shall be the address set forth below, which may be changed by written notice to the other party.

If to Licensee:

Attention:

Electronic Mail:

Facsimile:

If to Licensor:

P.O. Box 1113

Modesto, CA 95353 Attention:

Vice President

With Copy:

Electronic Mail:

12. Licensee shall comply with all Exhibits attached hereto and each incorporated as if fully set forth herein and relating to use of real property and land on and around the Premises and Licensor's Right of Way as well as rules regarding operations of Licensor's railroad trackage and related railroad operations. The Exhibits specifically include: Union Pacific Railroad's Clearance Requirements, Union Pacific Rule 54.1 on Overhead Power Crossings, MET's Boring Requirements, and California General Order 26-D.

13. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California and, applied without regard to its conflict of law provisions. Any action brought pursuant to this Agreement must be filed in state court in Stanislaus County, California, or in a federal district court in the United States District Court for the Eastern District of California.

This permit shall be effective as of the last date and time of execution set forth below:

LICENSOR	**LICENSEE**
By: _____	By: _____
Authorized Agent	Authorized Agent
Name: _____	Name: _____
Title: _____	Title: _____
Date/Time: _____	Date/Time: _____