



**Sierra Valley Subbasin (DWR Basin # 5-12.01)**

Landowner Name: **David and Kathleen Goicoechea**

Groundwater Monitoring Well Site ID Number: **21N16E19K001SM, others?**

Address: **35 Smithneck Rd, Loyalton, CA 96118**

APN: **016-090-058-000; 016-090-026-000**

Coordinates: **-120.2 39.66(WGS 1984)**

Elevation: **5000 feet (NAVD 88)**

**PERMISSION TO USE LAND FOR  
GROUNDWATER MONITORING FEASIBILITY STUDY  
RIGHT OF ENTRY AND LAND USE AGREEMENT**

Permission is hereby granted by **David and Kathleen Goicoechea** (“LANDOWNER”) to the Groundwater Sustainability Agency (“GSA”) of the Sierra Valley Groundwater Management District (“DISTRICT”) and their employees, agents, contractors, and invitees (collectively “COOPERATOR”) to enter upon and use a portion of LANDOWNER land (“PROPERTY”) for the purpose of installing and maintaining stream diversion and gauging equipment (“DIVERSION SITE”) or for the purpose of monitoring groundwater wells (“MONITORING SITE”) in the County of Sierra, as outlined on the attached map (Exhibit “A”). This Right of Entry and Land Use Agreement (“AGREEMENT”) includes permission for DISTRICT and COOPERATOR, upon forty-eight (48) hours prior written notice to LANDOWNER, to pass over certain portions of LANDOWNER PROPERTY at any time during daylight hours, Monday through Sunday, as may be necessary for entrance to and exit from the DIVERSION/MONITORING SITE, subject to the following terms and conditions (“CONDITIONS”):

1. DISTRICT and COOPERATOR shall utilize the PROPERTY without cost or charge to DISTRICT or COOPERATOR for a groundwater monitoring DIVERSION/MONITORING SITE to collect groundwater level data necessary for implementation of the Sierra Valley Subbasin Groundwater Sustainability Plan (“GSP”) projects and management actions (“PMA”). The DIVERSION/MONITORING SITE shall be instrumented for collection of groundwater monitoring data.
2. All groundwater monitoring data collected by the DISTRICT and COOPERATOR shall be reportable for purposes of implementing the GSP and shall be public information.
3. Vehicles driven on PROPERTY by DISTRICT and COOPERATOR shall be limited to established driveways and roads only.
4. After DISTRICT and COOPERATOR installs instrumentation and equipment as needed for the project, COOPERATOR shall be responsible for and shall conduct data retrieval as necessary for purposes of the GSP, as well as instrumentation and equipment maintenance.
5. COOPERATOR shall provide all instrumentation and equipment it has offered to contribute to the DIVERSION/MONITORING SITE and which DISTRICT has specified is necessary for a complete DIVERSION/MONITORING SITE. COOPERATOR shall also repair and/or replace



equipment as necessary to maintain data gathering, storage, and retrieval during the life of the DIVERSION/MONITORING SITE. COOPERATOR shall be responsible for the initial and ongoing calibration of the DIVERSION/MONITORING SITE instrumentation and equipment, with direct assistance provided by the DISTRICT as requested or required by the COOPERATOR.

6. DISTRICT and COOPERATOR shall help troubleshoot problems with the DIVERSION/MONITORING SITE and shall perform regular maintenance for quality control as it deems necessary.
7. All costs incurred by DISTRICT and COOPERATOR for DIVERSION/MONITORING SITE instrumentation, equipment installation, troubleshooting, operation, and labor for repair or maintenance pursuant to this AGREEMENT, in addition to vandalism, shall be without cost or charge to LANDOWNER.
8. This AGREEMENT shall become effective on the date it is fully executed. It shall terminate either at the end of the useful life of the DIVERSION/MONITORING SITE necessary for implementation of the MONITORING feasibility study, which is a maximum of 3 years from the effective date of the CDFW grant agreement in 2023, or when all obligations under this AGREEMENT are fully satisfied, whichever occurs earlier. When a diversion or MONITORING structure utilized under this AGREEMENT is no longer needed, the DISTRICT and COOPERATOR shall return the DIVERSION/MONITORING SITE to substantially the same condition as was prior to the establishment of the DIVERSION/MONITORING SITE. Once the feasibility study is completed, additional use of the DIVERSION/MONITORING SITE would be covered by a separate agreement. During the irrigation season (i.e., April – October), the project area will continue to be used for normal ranch operations. Upon termination of this Agreement, LANDOWNER shall provide COOPERATOR a reasonable time and opportunity to remove the instrumentation and equipment for the project located on the PROPERTY.
9. DISTRICT, COOPERATOR, and LANDOWNER shall exercise reasonable precautions to avoid damage to people, possessions, property, the DIVERSION/MONITORING SITE, and the PROPERTY. Each party agrees that it is responsible for its own actions under this AGREEMENT and hereby agrees to indemnify and hold the other parties and their respective officers, agents, and employees harmless against any actual or asserted liabilities, claims, losses, damages, or expenses arising out of its actions or omissions, either willful, negligent, or intentional, related to this AGREEMENT. Such indemnity shall include any losses relating to any claim made, whether or not a court action is filed, and reimbursement of reasonable attorney fees.
10. This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, understandings, and representations, oral or written.
11. The provisions of this AGREEMENT may only be amended or modified by written agreement of the parties hereto.
12. This AGREEMENT shall bind and benefit the parties and their successors or assigns.

*[signature page to follow]*



**SIERRA VALLEY GROUNDWATER  
MANAGEMENT DISTRICT**

**LANDOWNER**

Approved by:

Date: \_\_\_\_\_

Dave Goicoachea  
35 Smithneck Road  
Loyalton, CA 96118

\_\_\_\_\_  
Date: \_\_\_\_\_

Einen Grandi  
Chairman

**COOPERATOR**

Approved as to form:

Date: \_\_\_\_\_

Laura Foglia, Vice President  
Larry Walker Associates  
1480 Drew Ave, Suite 100  
Davis, CA 95618

\_\_\_\_\_  
Date: \_\_\_\_\_

District Counsel

**For Inquires:**

Sierra Valley Groundwater Management District  
Jenny Gant, Board Clerk  
P.O. Box 88  
Chilcoat, CA 96105  
[sierravalleygmd@sbcglobal.net](mailto:sierravalleygmd@sbcglobal.net)  
530-249-4520

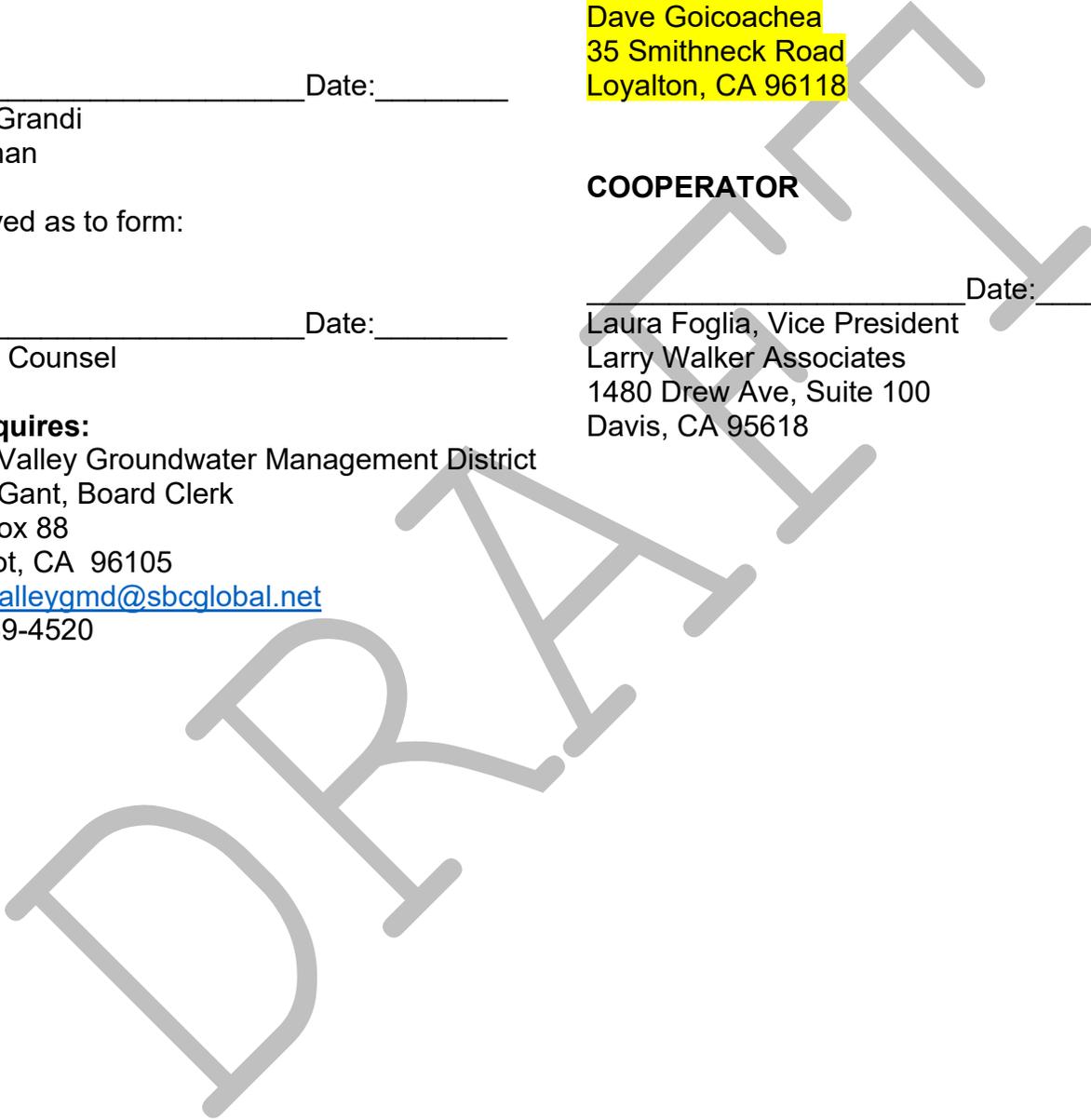


EXHIBIT "A"  
DIVERSION/MONITORING SITE MAP

DRAFT