

Staff Report

TO: Board of Directors

FROM: Greg McCay, Right of Way Agent
Doug Roderick, PE, Director of Engineering

DATE: December 14, 2022

SUBJECT: Easements for Nevada County's Dog Bar Road over the Bear River Project (Consent)

ENGINEERING

RECOMMENDATION:

Approve the granting of two easements to Nevada County and two easements to Placer County for Nevada County's *Dog Bar Road over the Bear River Project*, and authorize the General Manager to execute the necessary documents.

BACKGROUND:

The Dog Bar Road bridge that crosses over the Bear River carries two-way traffic on a one-lane bridge connecting Nevada and Placer Counties. The existing bridge was designed by the U.S. Forest Service and was constructed in 1934. The narrow 13 ft 8-inch wide bridge does not meet the standards for bridge cross sections. The sharp turns at each end of the bridge have also resulted in damage to the existing bridge railing.

Nevada County plans to remove the existing bridge, which is not eligible for the National Register of Historic Places, and replace it with a new, two-lane, cast-in-place prestressed concrete box girder bridge, approximately 235 feet long located directly upstream. The new bridge will be approximately 32 ft. wide with two lanes each 11 ft. wide, with a 135° curved radius.

Four District owned parcels, two located in Nevada County and two located in Placer County, are within the proposed project area. The proposed easements are as follows:

Nevada County APNs: 027-140-001 and 027-140-005

- 33,015 +/- sq. ft. Roadway Easement
- 14,073 +/- sq. ft. Temporary Construction Easement

Placer County APNs: 071-090-077 and 071-090-003

- 6,687 +/- sq. ft. Highway Easement
- 5,771 +/- sq. ft. Temporary Construction Easement

Nevada County made an offer in the amount of \$4,900 to acquire the Roadway Easement and the Temporary Construction Easement impacting the Nevada County parcels, and \$2,500 for the Highway Easement and Temporary Construction Easement impacting the Placer County parcels. District staff has reviewed the appraisal reports dated August 5, 2022, prepared by Pattison & Associates, Inc. Real Estate Appraisals, and agrees with the amount determined to be the fair market value of the interest being acquired.

Staff is recommending that the Board grant the easements to Nevada and Placer Counties that are necessary for the construction of the Dog Bar Road over Bear River Project.

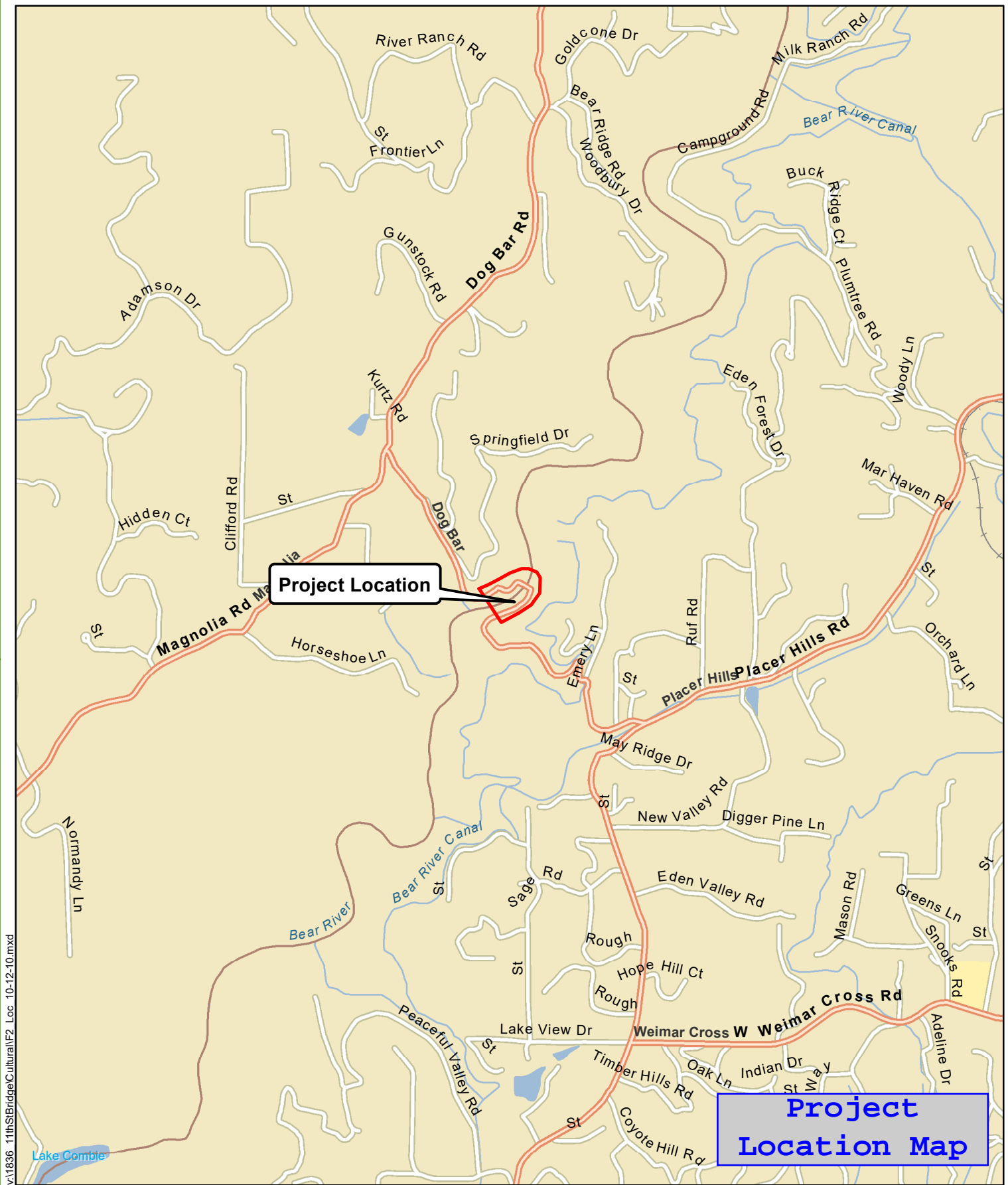
BUDGETARY IMPACT:

None.

ATTACHMENTS (4)

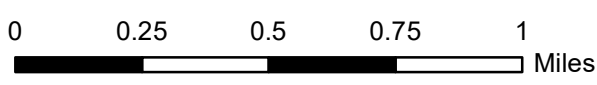
- Project Location Map
- Project location over satellite image
- Proposed easement areas labeled over satellite image
- Purchase Agreement/Easement Deeds

DR/GMc



\\1836_11thSt\Bridges\Cultural\F2_Loc_10-12-10.mxd

Source: ESRI World Street Maps Online; Dokken Engineering 12/28/2020; Created By: ahale



Project Location Map

FIGURE 2
Project Location
 BRLO-5917(084)
 Dog Bar Road Bridge Replacement Project
 Nevada and Placer Counties, California

Project Area
Project Features
 Bridge
 Top of cut
 Piers
 Roadway



V:\2108 - Dog Bar Bridge\F3 - Project Features.mxd

Source: ESRI Maps Online; Dokken Engineering 12/28/2020; Created By: ahale



1 inch = 100 feet



Project Location
over satellite image

Figure 3
Project Features

BRLO-5917(084)
Dog Bar Road Bridge Replacement Project
Nevada and Placer Counties, California

THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.



Nevada County
Roadway Easement
33,015 sq ft

APN 027-140-001
OWNER: NEVADA IRRIGATION DISTRICT

Nevada County
TCE 14,073 sq ft

APN 071-090-077
OWNER: NEVADA
IRRIGATION DISTRICT

Placer County TCE
5,411 sq ft

Placer County
Highway Easement
6,687 sq ft

NID ENCROACHMENT
PERMIT

DOG BAR ROAD

BEAR RIVER

APN 027-140-005
OWNER: NEVADA IRRIGATION DISTRICT

NEVADA COUNTY
PLACER COUNTY

DOG BAR ROAD

Proposed easement
areas labeled over
satellite image

LEGEND:

	PROPOSED RIGHT OF WAY
	EXISTING RIGHT OF WAY
	PROPERTY LINE
	ROADWAY EASEMENT ACQUISITION
	TEMPORARY CONSTRUCTION EASEMENT

DE DOKKEN
ENGINEERING

110 BLUE RAVINE ROAD, SUITE 200
FOLSOM, CA 95630 (916) 858-0642

PROJECT 11/01/22

**DOG BAR ROAD
OVER BEAR RIVER**

NID PROPERTY OWNER EXHIBIT

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 027-140-001 and 027-140-005

**COUNTY OF NEVADA
PURCHASE AGREEMENT (VALUE UNDER \$5,000)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between the COUNTY OF NEVADA, a Political Subdivision of the State of California (hereinafter referred to as COUNTY) and Nevada Irrigation District, a California Special District, who acquired title as Nevada Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California, (hereinafter referred to as GRANTOR). This Agreement is made with reference to the following facts:

WHEREAS, COUNTY desires to purchase and GRANTOR is willing to convey to COUNTY for the price and under the terms and conditions specified herein, a Roadway Easement and Temporary Construction Easement interest to a portion of assessor's parcels number 027-140-001 and 027-140-005, as described in Roadway Easement Deed and Temporary Construction Easement (Attachments "B and E") and shown in Roadway Easement and Temporary Construction Easement Plat Map (Attachments "C and F"), attached hereto and incorporated herein by this reference ("Property"); and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

In consideration of the terms and conditions set forth in this Agreement, GRANTOR shall deposit in an escrow designated by the COUNTY, a Roadway Easement Deed and Temporary Construction Easement suitable for recordation and conveying from GRANTOR to COUNTY, a Roadway Easement and Temporary Construction Easement Interest to the Property in the form set forth in Attachments "A and D".

1. Entire Contract

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Roadway Easement Deed and Temporary Construction Easement and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

ATTACHMENTS

Designate all required and included attachments:	Req'd	Not Req'd
Attachment A: Roadway Easement Deed	_x_	___
Attachment B: Legal Description Right of Way - Exhibit A	_x_	___
Attachment C: Plat Map Right of Way - Exhibit B	_x_	___
Attachment D: Temporary Construction Easement	_x_	___
Attachment E: Legal Description Temporary Construction Easement - Exhibit A	_x_	___
Attachment F: Plat Map Temporary Construction Easement – Exhibit B	_x_	___
Attachment G: Schedule of Changes	_x_	___

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 027-140-001 and 027-140-005

2. COUNTY shall

- A. Pay the sum of FOUR THOUSAND NINE HUNDRED AND NO/DOLLARS (\$4,900.00) for the Property, and any improvements thereon, to the following title company: Fidelity National Title Company for the account of the GRANTOR, conditioned upon the Property vesting in COUNTY free and clear of all liens, leases, encumbrances, (*recorded or unrecorded*), assessments and taxes. Clearing of any title exceptions not acceptable to COUNTY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Clause 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- D. Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the at the close of escrow.

3. Escrow Instructions

GRANTOR hereby authorizes COUNTY to file escrow instructions in accordance with this Agreement on behalf of both parties.

4. Hazardous Waste

The acquisition price for the Property reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the COUNTY may in its sole discretion elect to recover its clean-up costs from those who caused or contributed to the contamination or to terminate this Agreement immediately without further obligation to GRANTOR. GRANTOR shall further indemnify, defend, save and hold harmless the COUNTY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the County, its agents or employees.

GRANTOR further agrees as part of the consideration herein that GRANTOR will not, during any occupancy before or after the close of escrow, use, generate, manufacture, store, dump, bury, leak or dispose of any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent on the Property, as those terms may now or in the future be defined by common practice or by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance"). In such event GRANTOR will, at its sole expense, remove, cleanup or otherwise mitigate such problem,

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 027-140-001 and 027-140-005

and will further release and indemnify COUNTY from any and all liability arising from such problem.

5. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by COUNTY, and/or its designees or assignees shall commence one day following the deposit of funds in the escrow account and that the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

6. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

7. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the property, and GRANTOR further agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

8. Quitclaim Deeds

If any lessee interests are identified in Paragraph 7 herein, as a condition precedent to approval of this Agreement by the County Executive Officer for the County of Nevada, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to secure said Quitclaim Deeds or releases. Close of escrow shall be contingent upon the title company receiving said Quitclaim Deeds or releases, if required by COUNTY.

9. Release of All Claims

GRANTOR hereby acknowledges and agrees that the receipt and acceptance by GRANTOR for the payment set forth in Clause 2(A) of this Agreement constitutes full and complete satisfaction of all claims, cost, expenses including relocation expenses, demands, damages, compensation for acquisition of property as described herein, severance damages, loss of business goodwill, interest, litigation expenses, and attorney fees, and all claims, whether asserted or alleged by GRANTOR or not, for other losses or damages recognized under law which GRANTOR could assert or allege against the COUNTY, as a result of the COUNTY's acquisition of the property described herein, including but not limited to relocation expenses and/or benefits pursuant to existing Federal and/or HCD guidelines or any other law, regulation, or guideline. GRANTOR hereby waives and releases all rights, claims, costs, expenses, demands, damages or causes of action the GRANTOR has or may have in the future against the County of Nevada as a result of or arising out of the COUNTY's acquisition of the property described herein. In furtherance of the intentions set forth herein, GRANTOR acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 027-140-001 and 027-140-005

suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

GRANTOR hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Paragraph 9.

10. Approval of COUNTY

GRANTOR understands that this Agreement is subject to approval by the County Executive Officer and/or the Board of Supervisors of the County of Nevada, and this Agreement shall have no force or effect unless and until such approval has been obtained.

11. Warranties

- A. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.
- B. GRANTOR represents that they will have at time of escrow the power to sell, transfer and convey all right, title and interest in the Property to COUNTY save and except for COUNTY approved exceptions. GRANTOR further represents that to the best of its current knowledge, the Property is not subject to any litigation proceedings, or investigation and contains no easements or interests of other parties which, if revealed or known, might materially affect the obligations or intentions of either party with respect to the objects of this Agreement. GRANTOR further represents that there are no contracts, agreements or understandings with other parties concerning the Property that GRANTOR has not disclosed in writing to COUNTY.
- C. GRANTOR warrants that they shall not allow any liens, encumbrances, assessments, easements, leases or taxes to accrue on the Property during the pending of its transfer to the COUNTY except as provided in this Agreement, nor shall GRANTOR attempt to resell the Property to any other person or entity whatsoever during the pending of its sale to the COUNTY.
- D. The parties warrant that they are not represented by any real estate agents or brokers in this transaction, and that there are no commissions due as a result of its completion.

12. Notices

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, by courier service or express mail, or by first-class mail postage prepaid, to the addresses set forth below. All notices shall be deemed given or delivered (a) if sent by mail, when deposited in the mail, first-class postage prepaid, addressed to the party to be notified, (b) if delivered by hand, courier service or express mail, when delivered, or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 027-140-001 and 027-140-005

TO GRANTOR:

Name: Nevada Irrigation District
Address: 1036 W Main Street
Grass Valley, CA 95949

**TO: COMMUNITY DEVELOPMENT
AGENCY DIRECTOR**

Name: County of Nevada
Address: 950 Maidu Avenue
Nevada City, CA 95959

13. Entire Agreement

This Agreement constitutes the Entire Agreement between GRANTOR and the COUNTY pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Time of the Essence

Time is of the essence in this Agreement. In the event that any date specified in this Agreement falls on a Saturday, Sunday or public holiday, such date shall be deemed to be the succeeding day on which the public agency and major banks are open for business.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Venue

An action at equity or law arising out of the subject matter of this Agreement shall be filed and tried in the County of Nevada, State of California.

17. Headings

The captions to the paragraphs of this Agreement are inserted for convenience only and shall not affect the intent of this Agreement.

18. Language Construction

The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

19. Exercise of Discretion

Where the terms of this Agreement require approval or the exercise of discretion by GRANTOR or

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 027-140-001 and 027-140-005

by the COUNTY, discretion shall not be exercised in an unreasonable, arbitrary, or capricious manner.

20. Specific Performance

In the event of a breach of this Agreement by GRANTOR, COUNTY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

21. Title VI

The parties to this agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

IN WITNESS WHEREOF, the COUNTY OF NEVADA, a public entity, has authorized the execution of this Agreement in duplicate by its County Executive Officer of the County of Nevada on the ___ day of _____ 20___, and GRANTOR has caused this instrument to be executed on their behalf:

COUNTY:

By: _____
Trisha Tillotson
Community Development Agency Director

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Rhetta VanderPloeg
Deputy County Counsel

GRANTOR: Nevada Irrigation District, a California Special District, who acquired title as Nevada Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California

By: _____

Print Name: _____

Title: _____

Date: _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

ATTACHMENT "C"

WHEN RECORDED RETURN TO:
County of Nevada Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

NO FEE DOCUMENT
Per Government Code 6103

R&T 11922; Government agency acquiring title

Project: Dog Bar Road over the Bear River Project
APN: 027-140-001 (por)

ROADWAY EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Nevada Irrigation District, a California Special District, who acquired title as Nevada Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California, GRANT(S) to COUNTY OF NEVADA, a Political Subdivision of the State of California, a Roadway Easement in the State of California, County of Nevada, Unincorporated Area, and described in Exhibits "A" and "B" attached hereto and made a part hereof.

Dated: _____

GRANTOR: Nevada Irrigation District, a California Special District, who acquired title as Nevada Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California

By: _____
Signature

Date: _____

Print Name: _____

Title: _____

ATTACHMENT "B"

EXHIBIT "A"
RIGHT-OF-WAY
LEGAL DESCRIPTION
APN: 027-140-001
NEVADA IRRIGATION EASEMENT

All that real property situated in the County of Nevada, State of California, being a portion of the Southwest quarter of section 17, Township 14 North, Range 9 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the intersection of the centerline of Dog Bar Road and the line common to Nevada County line and Placer County Line as shown in said Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office; thence along said County line North 49° 25' 08" East, 3.67 feet to an angle point; thence continuing along said County line North 34° 22' 13" East, 47.91 feet to the TRUE POINT OF BEGINNING; thence along the arc of a curve (hereinafter referred to as ARC#1) to the left having a radial bearing of North 33° 39' 51" East with a radius of 110.00 feet with a delta of 81° 19' 49", an arc length of 156.14 feet; thence South 42° 20' 01" West, 98.49 feet; thence along the arc of a tangent curve to the right having a radius of 135.00 feet with a delta of 28° 21' 06" and an arc length of 66.80 feet to a point hereinafter referred to as Point 'A'; thence continuing along said curve having a radius of 135.00 feet with a delta of 25° 33' 23", an arc length of 60.22 feet; thence North 83° 45' 30" West, 18.47 feet; thence along the arc of a tangent curve to the right having a radius of 175.00 feet with a delta of 12° 19' 45" and an arc length of 37.66 feet; thence North 71° 25' 45" West, 33.75 feet; thence along the arc of a tangent curve to the left having a radius of 75.00 feet with a delta of 57° 11' 48" and an arc length of 74.87 feet; thence South 51° 22' 27" West, 47.51 feet to a point hereinafter referred to as Point 'B'; thence North 38° 37' 33" West 50.00 feet; thence concentric to and 50.00 feet north of the lines and curves between the previously mentioned Point 'A' and Point 'B'; thence continuing from a point that is on a radial bearing South 19° 18' 53" East, 50.00 feet from said Point 'A'; thence North 44° 44' 15" East 207.88 feet; thence North 89° 42' 42" East 72.21 feet to a point that is concentric with and northerly 50.00 feet from previously mentioned (ARC #1); thence along the arc of said curve to the right having a radial bearing of North 00° 17' 18" West and a radius of 160.00 feet with a delta of 34° 10' 23", an arc length of 95.43 feet to a point that is on said County line; thence along said County line South 34° 22' 13" West, 50.00 feet to the TRUE POINT OF BEGINNING, containing 33015 square feet more or less.

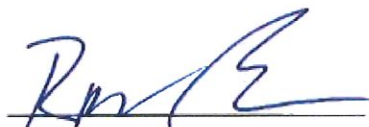
END OF DESCRIPTION

ATTACHMENT "B"
EXHIBIT "A"
RIGHT-OF-WAY
LEGAL DESCRIPTION
APN: 027-140-001
NEVADA IRRIGATION EASEMENT

The Basis of Bearings for this description is identical with the bearings as shown on Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office.

See Exhibit 'B' attached hereto and made a part of this description.

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.



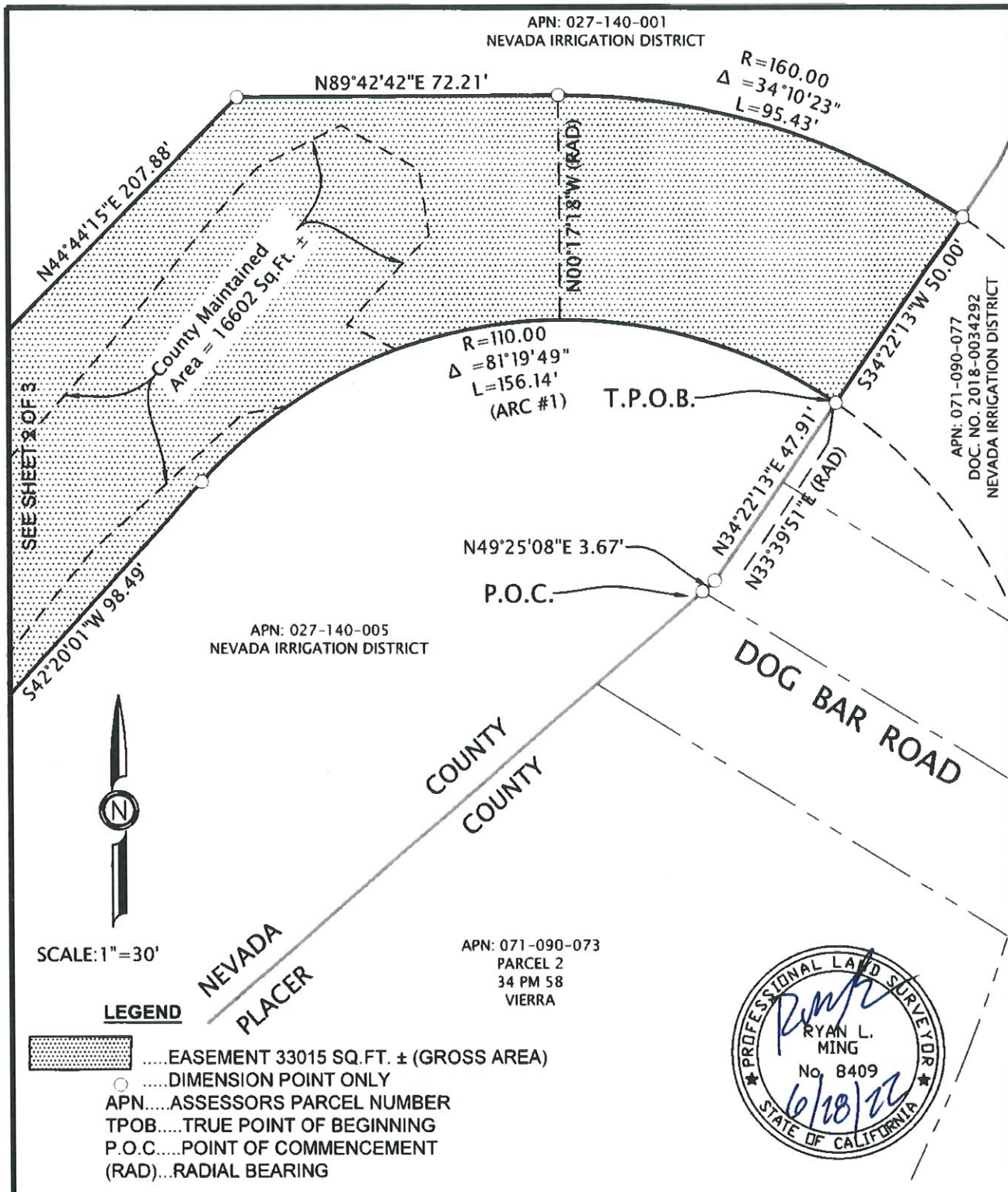
Ryan L. Ming P.L.S. 8409

6/28/2022

Date



ATTACHMENT "C"

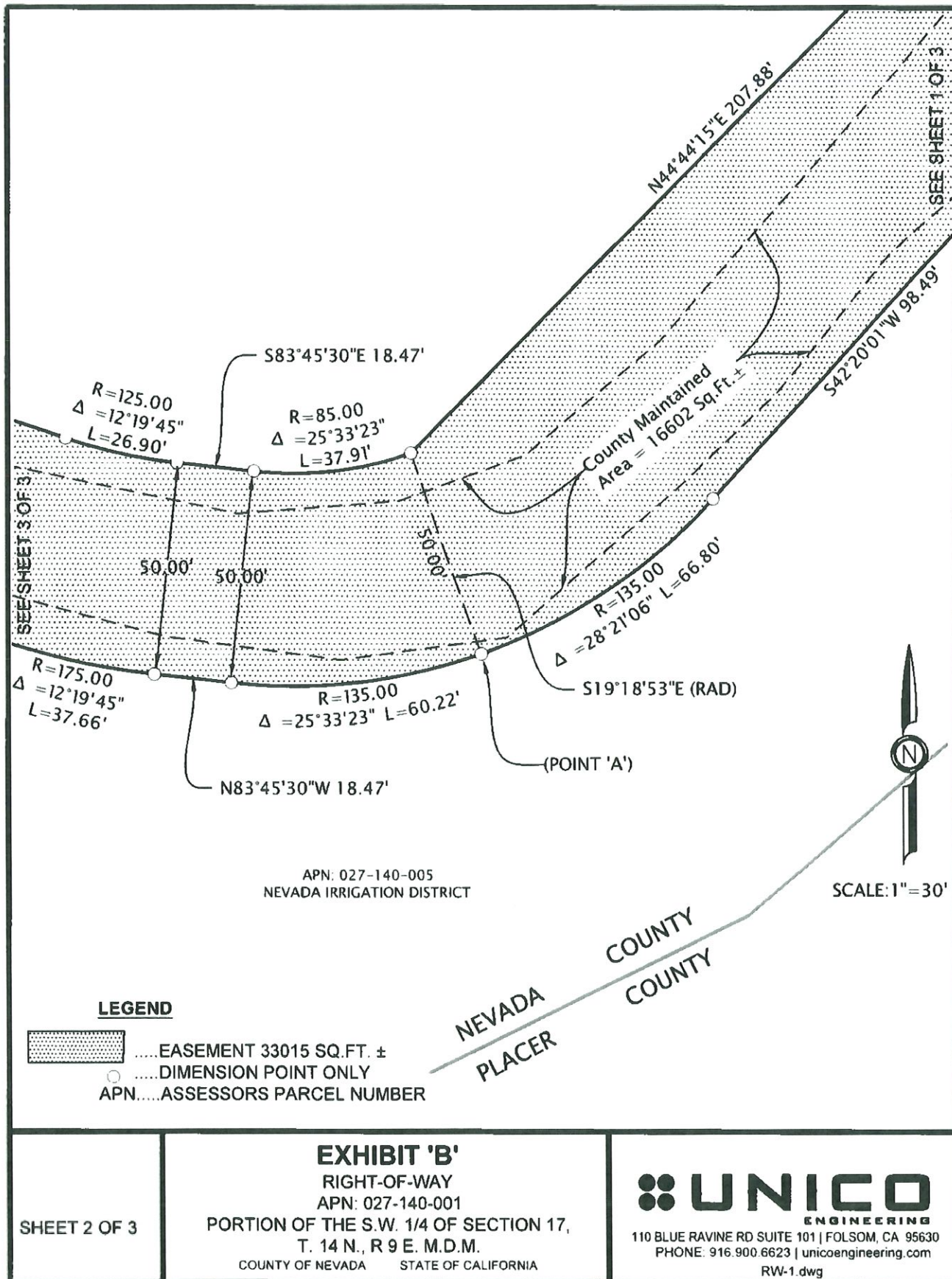


SHEET 1 OF 3

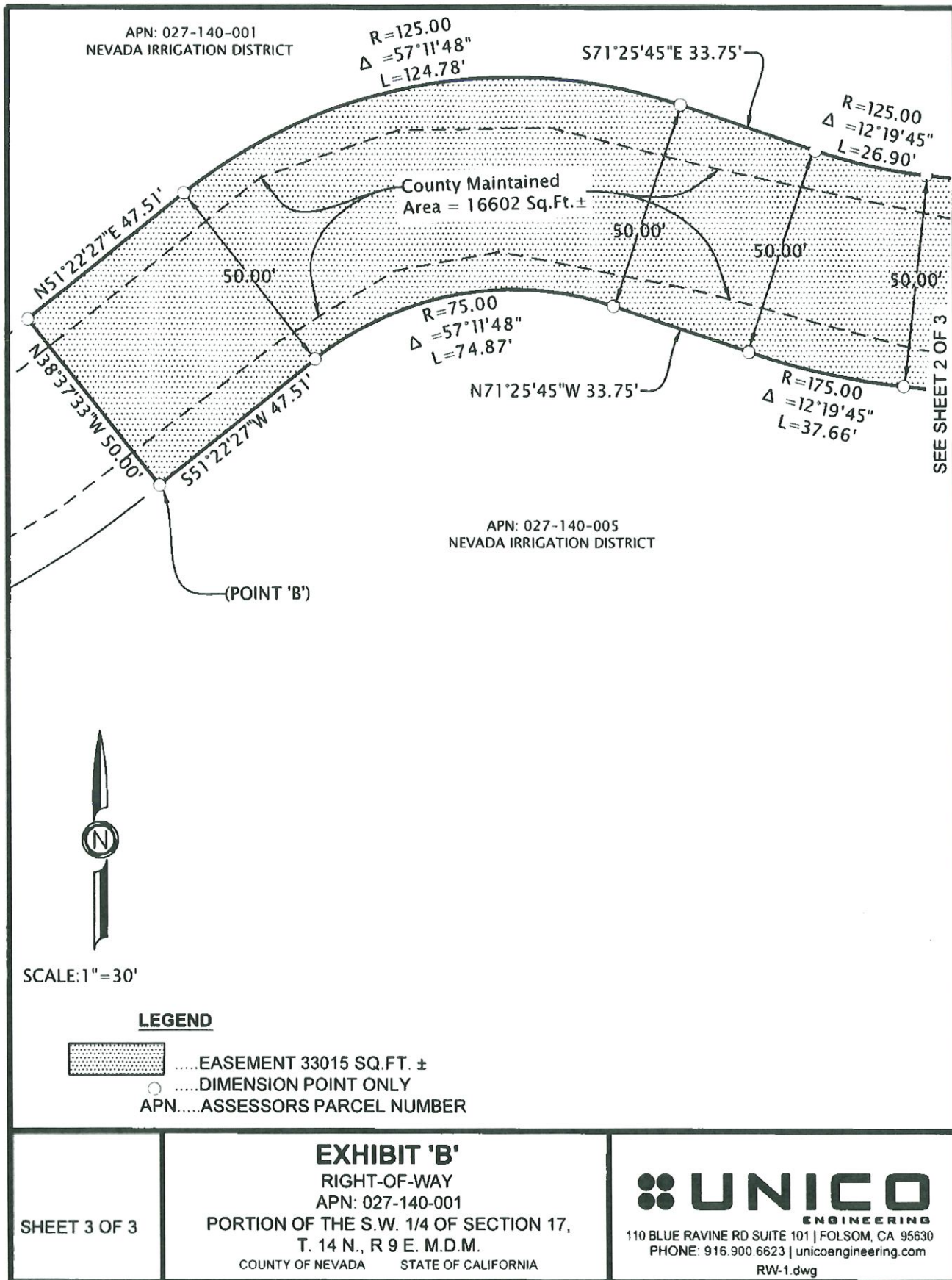
EXHIBIT 'B'
RIGHT-OF-WAY
APN: 027-140-001
PORTION OF THE S.W. 1/4 OF SECTION 17,
T. 14 N., R 9 E. M.D.M.
COUNTY OF NEVADA STATE OF CALIFORNIA

UNICO
ENGINEERING
110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com
RW-1.dwg

ATTACHMENT "C"



ATTACHMENT "C"



ATTACHMENT "D"

REQUESTED BY:
County of Nevada Department of
Public Works
950 Maidu Avenue
Nevada City, CA 95959

DO NOT RECORD

R&T 11922; Government agency acquiring title

APN: 027-140-001 & 027-140-005

Space above this line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Nevada Irrigation District, a California Special District, who acquired title as Nevada Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California,** ("GRANTOR"), hereby grants to County of Nevada, a Political Subdivision of the State of California, an 4.5 year Temporary Construction Easement ("TCE") over the real property located within the City of Grass Valley, County of Nevada, State of California, described as:

SEE EXHIBIT "A", LEGAL DESCRIPTION, AND EXHIBIT "B", PLAT MAP ATTACHED HERETO AND MADE A PART HEREOF.

This TCE shall be for the purpose of construction activities related to the Dog Bar Road over the Bear River Project including, but not limited to a construction access road and temporary construction trestle, ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S residence situated within the remainder property currently owned by GRANTOR.

This TCE shall become effective upon commencement of construction on or after (April 1, 2023) and shall terminate upon GRANTOR receiving written notification of the completion of construction of that portion of the project lying adjacent to the above-described parcel; or (October 1, 2027), whichever occurs first.

IN WITNESS WHEREOF, the undersigned Grantors have executed this Temporary Construction Easement Deed as of this _____ day of _____, 20__.

GRANTOR: Nevada Irrigation District, a California Special District, who acquired title as Nevada Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California

By: _____
Signature

Date: _____

Print Name: _____

Title: _____

ATTACHMENT"E"
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 027-140-001, 005
NEVADA IRRIGATION DISTRICT

All that real property situated in the County of Nevada, State of California, being a portion of the Southwest quarter of section 17, Township 14 North, Range 9 East, Mount Diablo Base and Meridian, being more particularly described as follows:

PARCEL 1 :

Commencing at the intersection of the centerline of Dog Bar Road and the line common to Nevada County line and Placer County Line as shown in said Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office; thence along said County line South 49° 25' 08" West, 9.63 feet to the TRUE POINT OF BEGINNING; thence continuing along said line South 49° 25' 08" West, 58.81 feet; thence leaving said line North 57° 48' 33" West 92.61 feet; thence North 42° 20' 01" East, 26.56 feet; thence along the arc of a tangent curve to the right having a radius of 110.00 feet with a delta of 13° 20' 24" and an arc length of 25.61 feet; thence leaving said curve North 80° 28' 19" East, 8.26 feet; thence South 57° 51' 03" East, 91.80 feet to the TRUE POINT OF BEGINNING, containing 5350 square feet more or less.

PARCEL 2 :

Commencing at the intersection of the centerline of Dog Bar Road and the line common to Nevada County line and Placer County Line as shown in said Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office; thence along said County line North 49° 25' 08" East, 3.67 feet to an angle point; thence continuing along said line North 34° 22' 13" East, 8.31 feet to the TRUE POINT OF BEGINNING; thence leaving said line North 58° 23' 26" West, 66.39 feet; thence North 63° 15' 38" West 21.77 feet to the beginning of a non-tangent curve to the right; thence along the arc along said curve having a radial bearing of North 19° 51' 24" West and a radius of 110.00 feet with a delta of 53° 31' 15", an arc length of 102.75 feet to a point on said County line; thence along said County line South 34° 22' 13" West 39.60 feet to the TRUE POINT OF BEGINNING, containing 2466 square feet more or less.

ATTACHMENT "E"
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 027-140-001, 005
NEVADA IRRIGATION DISTRICT

PARCEL 3 :

Commencing at the intersection of the centerline of Dog Bar Road and the line common to Nevada County line and Placer County Line as shown in said Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office; thence along said County line North 49° 25' 08" East, 3.67 feet to an angle point; thence continuing along said line North 34° 22' 13" East, 97.91 feet to the beginning of a non-tangent curve to the left and the TRUE POINT OF BEGINNING; thence along the arc of said curve having a radial bearing of North 33° 53' 05" East and a radius of 160.00 feet with a delta of 34° 10' 23", an arc length of 95.43 feet; thence South 89° 42' 42" West, 72.21 feet; thence North 44° 44' 15" East, 40.00 feet; thence North 76° 07' 23" East, 81.58 feet; thence South 58° 38' 49" East, 84.88 feet to a point on said County line; thence along said County line South 26° 52' 33" West, 21.01 feet to an angle point; thence continuing along said County line South 34° 22' 13" West, 14.40 feet to the TRUE POINT OF BEGINNING, containing 6257 square feet, more or less.

END OF DESCRIPTION

The Basis of Bearings for this description is identical with the bearings as shown on Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office.

See Exhibit 'B' attached hereto and made a part of this description.

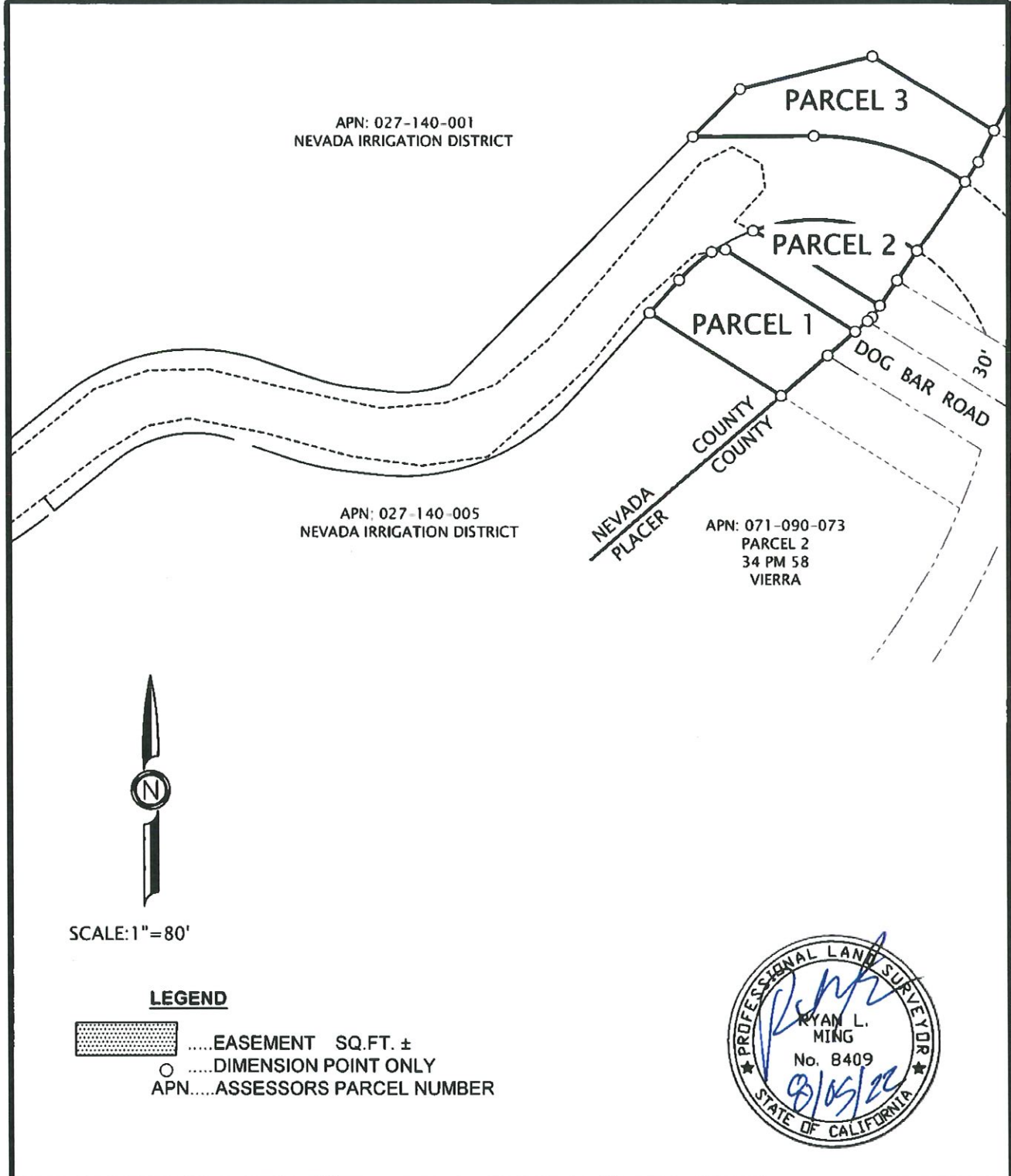
This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.


 Ryan L. Ming P.L.S. 8409

8/05/2022
 Date



ATTACHMENT "F"



SHEET 1 OF 4

EXHIBIT 'B'

TEMPORARY CONSTRUCTION EASEMENT

APN: 027-140-001, 005

PORTION OF THE S.W. 1/4 OF SECTION 17,
T. 14 N., R 9 E. M.D.M.

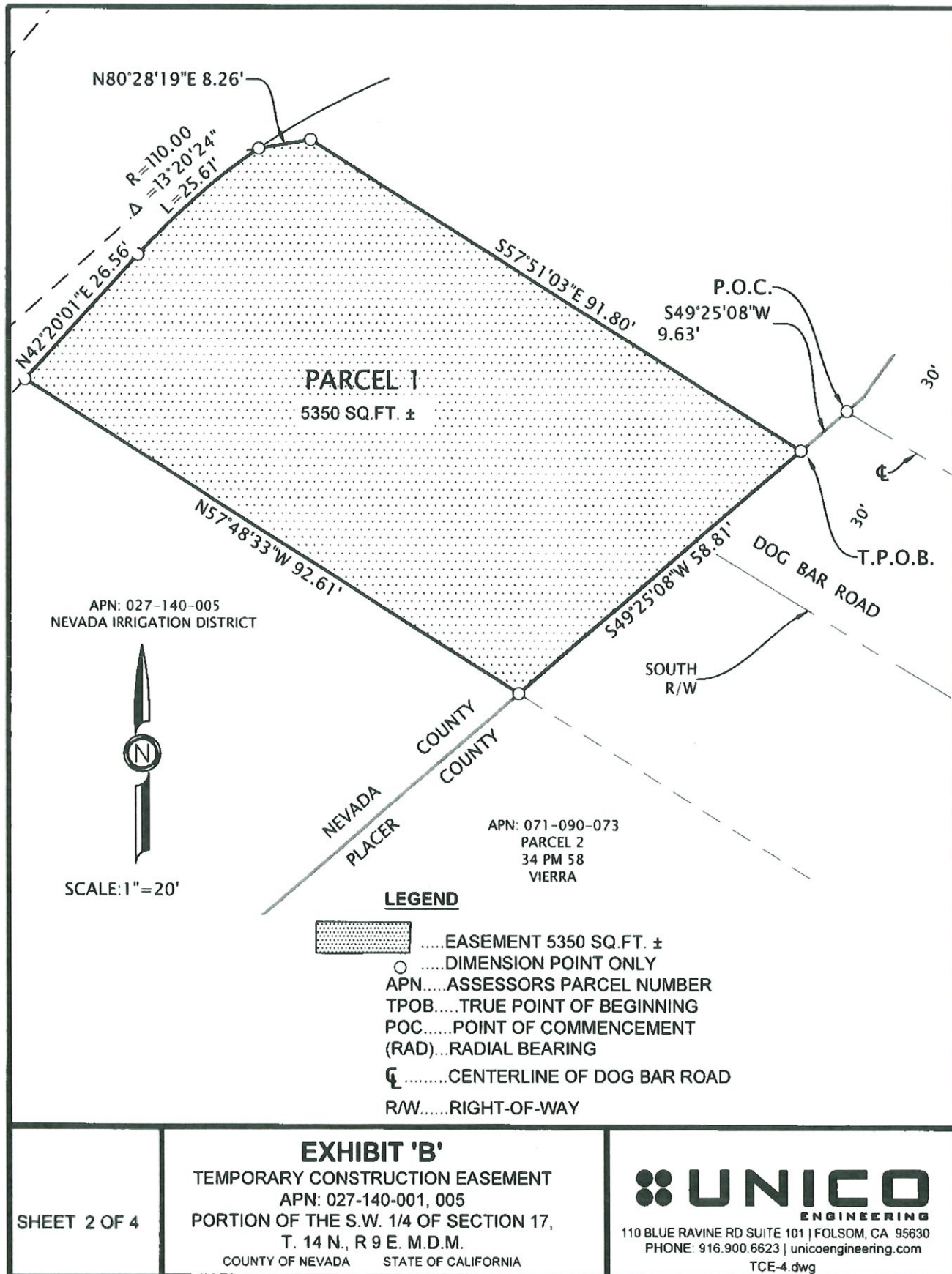
COUNTY OF NEVADA STATE OF CALIFORNIA

UNICO
ENGINEERING

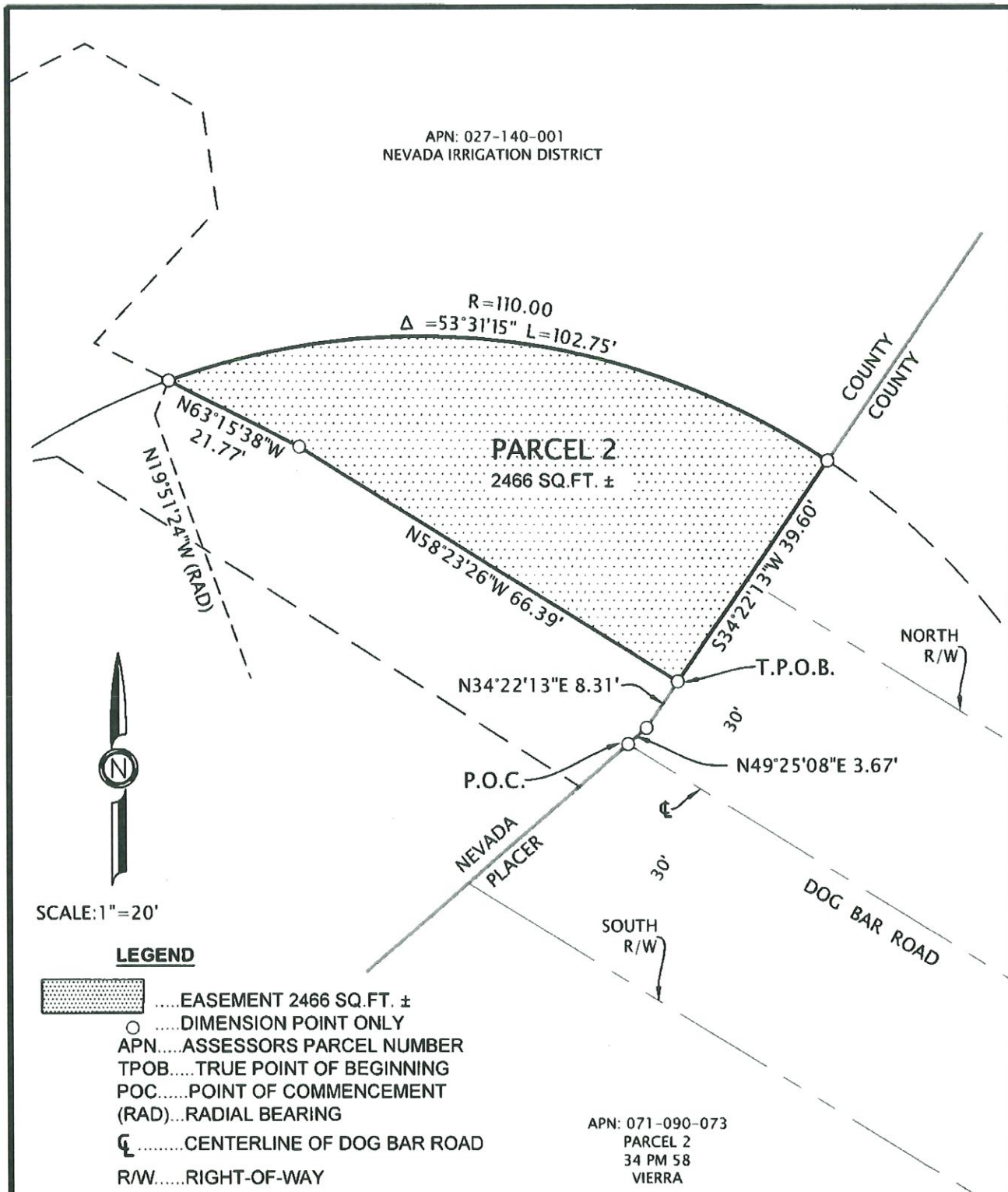
110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | uniconengineering.com

TCE-4.dwg

ATTACHMENT "F"



ATTACHMENT "F"

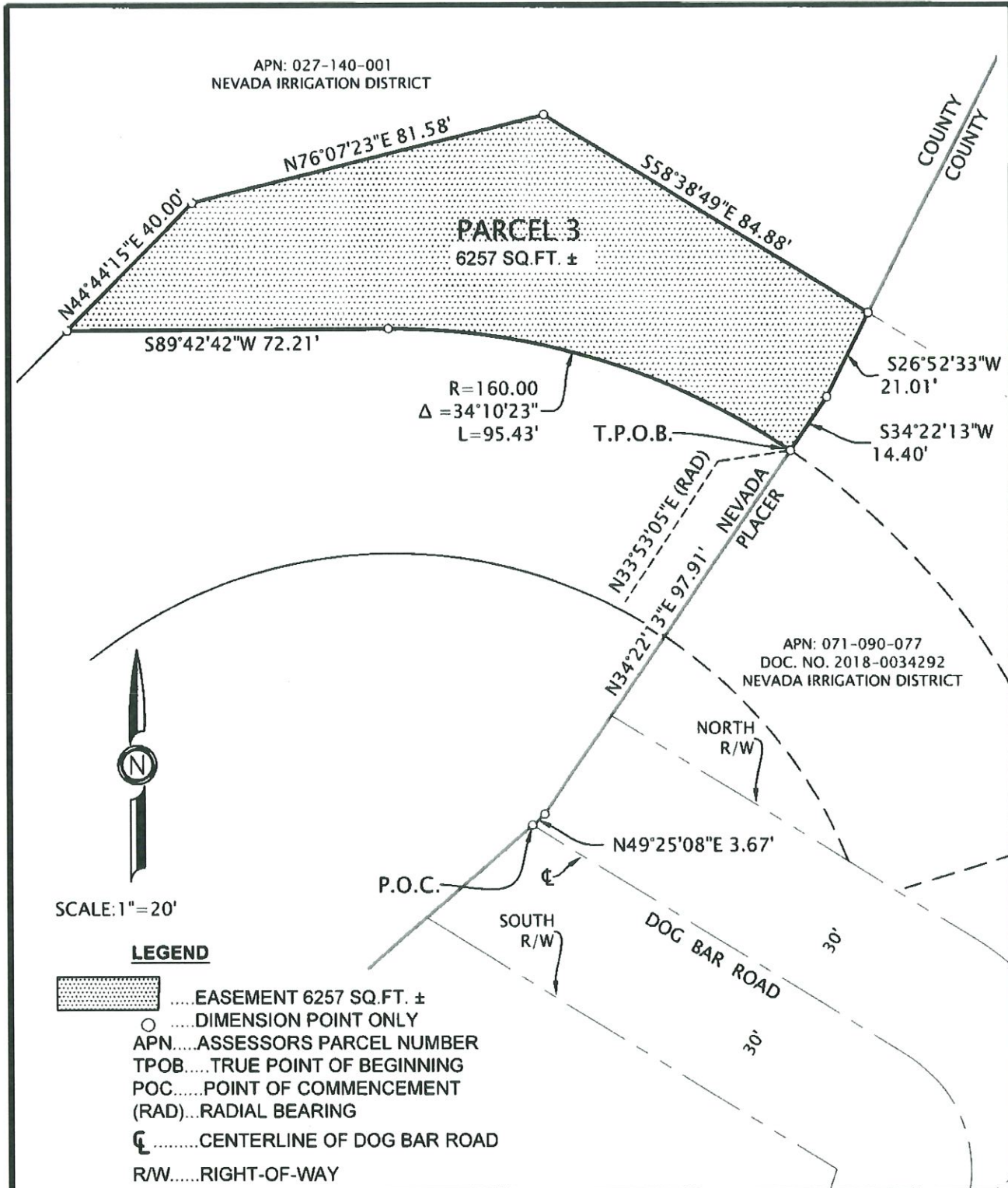


SHEET 3 OF 4

EXHIBIT 'B'
 TEMPORARY CONSTRUCTION EASEMENT
 APN: 027-140-001, 005
 PORTION OF THE S.W. 1/4 OF SECTION 17,
 T. 14 N., R 9 E. M.D.M.
 COUNTY OF NEVADA STATE OF CALIFORNIA

UNICO
 ENGINEERING
 110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
 PHONE: 916.900.6623 | uniconengineering.com
 TCE-4.dwg

ATTACHMENT "F"



SHEET 4 OF 4

EXHIBIT 'B'
 TEMPORARY CONSTRUCTION EASEMENT
 APN: 027-140-001, 005
 PORTION OF THE S.W. 1/4 OF SECTION 17,
 T. 14 N., R 9 E. M.D.M.
 COUNTY OF NEVADA STATE OF CALIFORNIA

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 PHONE: 916.900.6623 | uniconengineering.com
 TCE-4.dwg

ATTACHMENT "G"
Schedule of Changes
APNs 027-140-001 and 027-140-005

The following paragraphs are hereby added to the Agreement to read as follows:

1. County will have contractor perform all work outside limits of existing fences and gates. County will have contractor leave temporary construction easement in a similar condition to the before condition.
2. When applicable, any personal property including but not limited to; water meters, utility service poles etc. situated within the acquisition area will be relocated onto GRANTOR remainder property, if applicable, by COUNTY or COUNTY'S Agent at no expense to GRANTOR. By signing above, it is understood by the parties to this agreement that GRANTOR grants permission to COUNTY for reasonable access to GRANTOR'S remainder property to perform said relocations.
3. Where applicable, Contractor shall maintain access at Grantor's driveway to gates and fenced property throughout the duration of construction so that operations on the Grantor's property will be unaffected by the construction.

COUNTY OF NEVADA:

Deputy County Counsel

Please Initial below:

Grantor approves this page _____

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

**COUNTY OF NEVADA
PURCHASE AGREEMENT (VALUE UNDER \$5,000)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the COUNTY OF NEVADA, a Political Subdivision of the State of California (hereinafter referred to as COUNTY) and **Nevada Irrigation District, a California Special District**, (hereinafter referred to as GRANTOR). This Agreement is made with reference to the following facts:

WHEREAS, COUNTY desires to purchase and GRANTOR is willing to convey to COUNTY for the price and under the terms and conditions specified herein, a Highway Easement Deed and Temporary Construction Easement interest to a portion of assessor's parcels number 071-090-077, as described in Highway Easement Deed and Temporary Construction Easement (Attachments "B and E") and shown in Highway Easement and Temporary Construction Easement Plat (Attachments "C and F"), attached hereto and incorporated herein by this reference ("Property"); and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

In consideration of the terms and conditions set forth in this Agreement, GRANTOR shall deposit in an escrow designated by the COUNTY, a Highway Easement Deed and Temporary Construction Easement suitable for recordation and conveying from GRANTOR to COUNTY, a Highway Easement and Temporary Construction Easement Interest to the Property in the form set forth in Attachments "A and D".

1. Entire Contract

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Highway Easement Deed and Temporary Construction Easement and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

ATTACHMENTS

	Req'd	Not Req'd
Designate all required and included attachments:	_x_	___
Attachment A: Highway Easement Deed	_x_	___
Attachment B: Legal Description Right of Way - Exhibit A	_x_	___
Attachment C: Plat Map Right of Way - Exhibit B	_x_	___
Attachment D: Temporary Construction Easement	_x_	___
Attachment E: Legal Description Temporary Construction Easement - Exhibit A	_x_	___
Attachment F: Plat Map Temporary Construction Easement – Exhibit B	_x_	___
Attachment G: Schedule of Changes	_x_	___

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

2. COUNTY shall

- A. Pay the sum of TWO THOUSAND FIVE HUNDRED AND NO/DOLLARS (\$2,500.00) for the Property, and any improvements thereon, to the following title company: Placer Title Company for the account of the GRANTOR, conditioned upon the Property vesting in COUNTY free and clear of all liens, leases, encumbrances, (*recorded or unrecorded*), assessments and taxes. Clearing of any title exceptions not acceptable to COUNTY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Clause 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- D. Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the at the close of escrow.

3. Escrow Instructions

GRANTOR hereby authorizes COUNTY to file escrow instructions in accordance with this Agreement on behalf of both parties.

4. Hazardous Waste

The acquisition price for the Property reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the COUNTY may in its sole discretion elect to recover its clean-up costs from those who caused or contributed to the contamination or to terminate this Agreement immediately without further obligation to GRANTOR. GRANTOR shall further indemnify, defend, save and hold harmless the COUNTY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the County, its agents or employees.

GRANTOR further agrees as part of the consideration herein that GRANTOR will not, during any occupancy before or after the close of escrow, use, generate, manufacture, store, dump, bury, leak or dispose of any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent on the Property, as those terms

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

may now or in the future be defined by common practice or by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance"). In such event GRANTOR will, at its sole expense, remove, cleanup or otherwise mitigate such problem, and will further release and indemnify COUNTY from any and all liability arising from such problem.

5. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by COUNTY, and/or its designees or assignees shall commence one day following the deposit of funds in the escrow account and that the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

6. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

7. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the property, and GRANTOR further agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

8. Quitclaim Deeds

If any lessee interests are identified in Paragraph 7 herein, as a condition precedent to approval of this Agreement by the County Executive Officer for the County of Nevada, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to secure said Quitclaim Deeds or releases. Close of escrow shall be contingent upon the title company receiving said Quitclaim Deeds or releases, if required by COUNTY.

9. Release of All Claims

GRANTOR hereby acknowledges and agrees that the receipt and acceptance by GRANTOR for the payment set forth in Clause 2(A) of this Agreement constitutes full and complete satisfaction of all claims, cost, expenses including relocation expenses, demands, damages, compensation for acquisition of property as described herein, severance damages, loss of business goodwill, interest, litigation expenses, and attorney fees, and all claims, whether asserted or alleged by GRANTOR or not, for other losses or damages recognized under law which GRANTOR could assert or allege against the COUNTY, as a result of the COUNTY's acquisition of the property described herein, including but not limited to relocation expenses and/or benefits pursuant to existing Federal and/or HCD guidelines or any other law, regulation, or guideline.

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

GRANTOR hereby waives and releases all rights, claims, costs, expenses, demands, damages or causes of action the GRANTOR has or may have in the future against the County of Nevada as a result of or arising out of the COUNTY's acquisition of the property described herein. In furtherance of the intentions set forth herein, GRANTOR acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

GRANTOR hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Paragraph 9.

10. Approval of COUNTY

GRANTOR understands that this Agreement is subject to approval by the County Executive Officer and/or the Board of Supervisors of the County of Nevada, and this Agreement shall have no force or effect unless and until such approval has been obtained.

11. Warranties

- A. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.
- B. GRANTOR represents that they will have at time of escrow the power to sell, transfer and convey all right, title and interest in the Property to COUNTY save and except for COUNTY approved exceptions. GRANTOR further represents that to the best of its current knowledge, the Property is not subject to any litigation proceedings, or investigation and contains no easements or interests of other parties which, if revealed or known, might materially affect the obligations or intentions of either party with respect to the objects of this Agreement. GRANTOR further represents that there are no contracts, agreements or understandings with other parties concerning the Property that GRANTOR has not disclosed in writing to COUNTY.
- C. GRANTOR warrants that they shall not allow any liens, encumbrances, assessments, easements, leases or taxes to accrue on the Property during the pending of its transfer to the COUNTY except as provided in this Agreement, nor shall GRANTOR attempt to resell the Property to any other person or entity whatsoever during the pending of its sale to the COUNTY.
- D. The parties warrant that they are not represented by any real estate agents or brokers in this transaction, and that there are no commissions due as a result of its completion.

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

12. Notices

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, by courier service or express mail, or by first-class mail postage prepaid, to the addresses set forth below. All notices shall be deemed given or delivered (a) if sent by mail, when deposited in the mail, first-class postage prepaid, addressed to the party to be notified, (b) if delivered by hand, courier service or express mail, when delivered, or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

TO GRANTOR:

**TO COMMUNITY DEVELOPMENT
AGENCY DIRECTOR:**

Name: Nevada Irrigation District
Address: 1036 W Main Street
Grass Valley, CA 95949

Name: County of Nevada
Address: 950 Maidu Avenue
Nevada City, CA 95959

13. Entire Agreement

This Agreement constitutes the Entire Agreement between GRANTOR and the COUNTY pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Time of the Essence

Time is of the essence in this Agreement. In the event that any date specified in this Agreement falls on a Saturday, Sunday or public holiday, such date shall be deemed to be the succeeding day on which the public agency and major banks are open for business.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Venue

An action at equity or law arising out of the subject matter of this Agreement shall be filed and tried in the County of Nevada, State of California.

17. Headings

The captions to the paragraphs of this Agreement are inserted for convenience only and shall not

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

affect the intent of this Agreement.

18. Language Construction

The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

19. Exercise of Discretion

Where the terms of this Agreement require approval or the exercise of discretion by GRANTOR or by the COUNTY, discretion shall not be exercised in an unreasonable, arbitrary, or capricious manner.

20. Specific Performance

In the event of a breach of this Agreement by GRANTOR, COUNTY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

21. Title VI

The parties to this agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

GRANTOR: Nevada Irrigation District
Project Name: Dog Bar Road over the Bear River Project
APN: 071-090-077

IN WITNESS WHEREOF, the COUNTY OF NEVADA, a public entity, has authorized the execution of this Agreement in duplicate by its County Executive Officer of the County of Nevada on the ___ day of _____ 20__ and GRANTOR has caused this instrument to be executed on their behalf:

COUNTY OF NEVADA:

By: _____
Trisha Tillotson
Community Development Agency Director

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Rhetta VanderPloeg
Deputy County Counsel

Date: _____

GRANTOR: Nevada Irrigation District, a California Special District

By: _____

Its: _____

Date: _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

ATTACHMENT "A"

Project Name: Dog Bar Road Bear River Project
 Fed Aid Job # BRLO-5917(084)
Ptn. of APN: 071-090-077
Recording requested by and Return to:
 Department of Public Works - Engineering
 3091 County Center Drive, Suite 220
 Auburn, CA 95603-2614
 Phone: 530.745.7564
 Attention: Sarah Williams

THIS SPACE IS RESERVED
 FOR THE RECORDER'S USE

Exempt from Recording Fees – Govt Code 27383

COUNTY OF PLACER
HIGHWAY EASEMENT DEED

For the receipt of one dollar (\$1.00) or other good and valuable consideration,
Nevada Irrigation District, a California Special District

the undersigned Grantor(s), grants to the County of Placer, State of California, an easement for road purposes and incidentals thereto, including the utility rights over, on, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by Grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns, and successors of the Grantor.)

(See Attached Exhibits "A" & "B")

GRANTOR(S)

Nevada Irrigation District, a California Special District

Dated this ____ Day of _____, 20____ ,

 Sign name

 Print name and title

 Sign name

 Print name and title

See following page for Acknowledgement

ATTACHMENT "B"
EXHIBIT "A"
EASEMENT
LEGAL DESCRIPTION
APN: 071-090-077
NEVADA IRRIGATION DISTRICT

All that real property situated in the County of Placer, State of California, being a portion of the Southwest quarter of section 17, Township 14 North, Range 9 East, Mount Diablo Base and Meridian and being a portion of Document No. 2018-0034292, Official Records of Placer County, being more particularly described as follows:

Commencing at the Northeast corner of Parcel 1 as shown in Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorder's Office; thence South along the East line of said Parcel 1 South 01° 47' 46" West, 878.09 feet, said point being the Southeast corner of that Parcel described in said Document No. 2018-0034292; thence along the Southerly line of that Parcel in said Document South 55° 31' 05" West, 28.81 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line South 55°31'05" West, 19.28 feet to a point on the East right-of-way of Dog Bar Road as shown on said Parcel Map; thence along an arc of a curve to the left having a radial bearing of North 78° 52' 59" East and a radius of 60.00 feet with a delta of 47° 25'00" an arc length of 49.65 feet; thence continuing along said right-of-way North 58° 32' 13" West, 33.17 feet; thence leaving said right-of-way along an arc of a curve to the left having a radial bearing of North 67° 49'23" East and a radius of 110.00 feet with a delta of 34° 09' 32" an arc length of 65.58 feet to a point on East Parcel line of said Document, said point also being on the Placer County line and Nevada County line; thence along said East line and County line North 34° 22' 13" East, 50.00 feet; thence leaving said line along an arc of a curve to the right being concentric with the previously described arc having a radius of 160.00 feet with a delta of 38° 54' 10" an arc length of 108.64 feet; thence South 75° 19' 49" East, 18.97 feet; thence South 30° 04' 06" East, 23.49 feet; thence South 19° 17' 46" West, 28.29 feet to the TRUE POINT OF BEGINNING, containing 6687 square feet more or less.

END OF DESCRIPTION

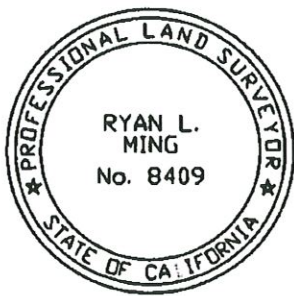
The Basis of Bearings for this description is identical with the bearings as shown on Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office.

See Exhibit 'B' attached hereto and made a part of this description.

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.


 Ryan L. Ming P.L.S. 8409

9/06/22
 Date



ATTACHMENT "C"

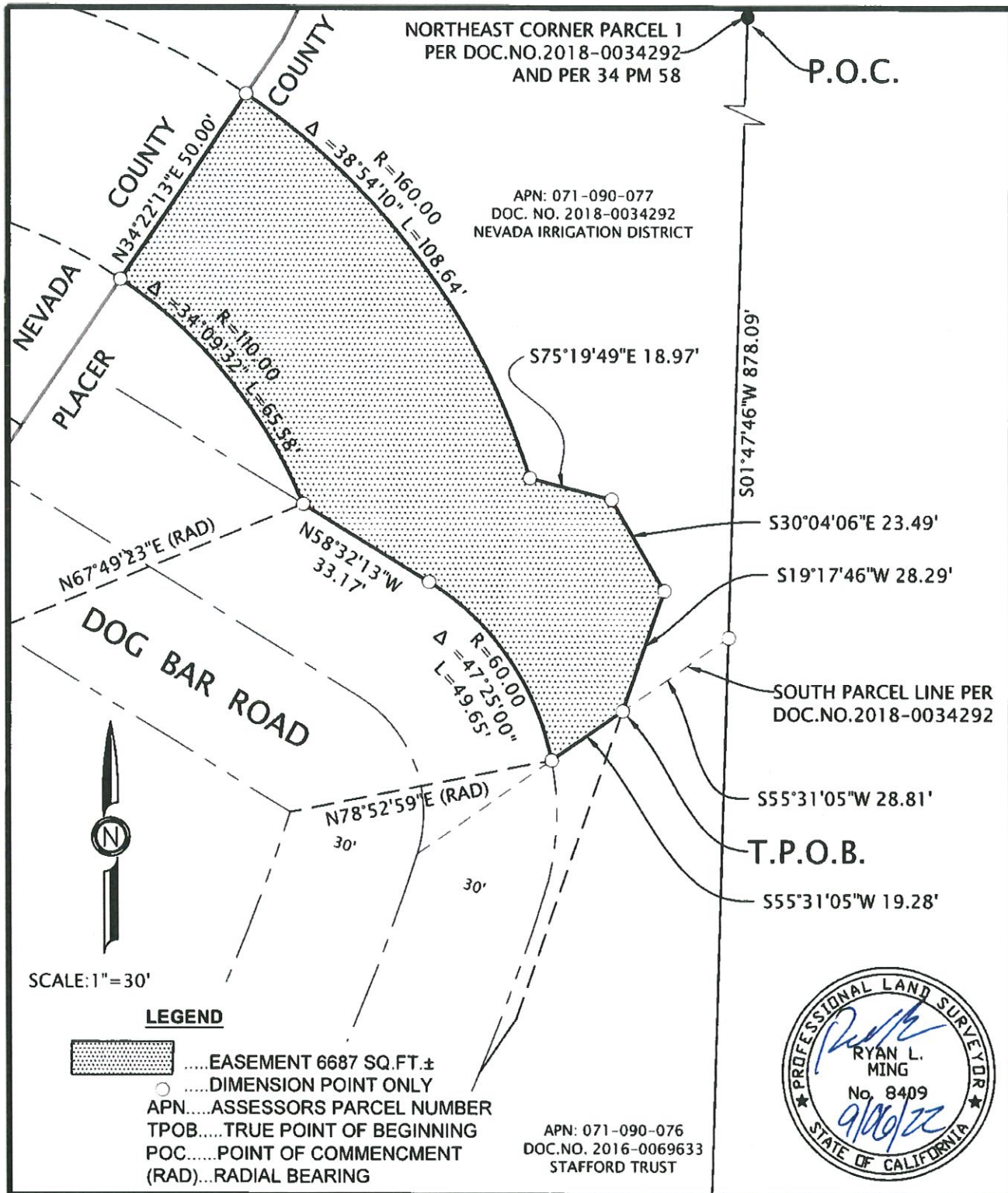


EXHIBIT 'B'

EASEMENT

APN: 071-090-077

PORTION OF THE S.W. 1/4 OF SECTION 17,
T. 14 N., R 9 E. M.D.M.

COUNTY OF PLACER STATE OF CALIFORNIA

SHEET 1 OF 1

UNICO
ENGINEERING

110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com

RW-2.dwg

ATTACHMENT "D"

REQUESTED BY:
County of Nevada Department of
Public Works
950 Maidu Avenue
Nevada City, CA 95959

DO NOT RECORD

R&T 11922; Government agency acquiring title

APN: 071-090-077

Space above this line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Nevada Irrigation District, a California Special District**, ("GRANTOR"), hereby grants to County of Nevada, Political Subdivision of the State of California, a 4.5 year Temporary Construction Easement ("TCE") over the real property located within the City of Colfax, County of Placer, State of California, described as:

SEE EXHIBIT "A", LEGAL DESCRIPTION, AND EXHIBIT "B", PLAT MAP ATTACHED HERETO AND MADE A PART HEREOF.

This TCE shall be for the purpose of construction activities related to the Dog Bar Road over the Bear River Project including, but not limited to a temporary construction trestle, ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S residence situated within the remainder property currently owned by GRANTOR.

This TCE shall become effective upon commencement of construction on or after (April 1, 2023) and shall terminate upon GRANTOR receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel; or (October 1, 2027), whichever occurs first.

IN WITNESS WHEREOF, the undersigned Grantors have executed this Temporary Construction Easement Deed as of this _____ day of _____, 20__.

GRANTOR: Nevada Irrigation District, a California Special District

By: _____
Signature

Date: _____

Print Name: _____

Title: _____

ATTACHMENT "E"

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 071-090-077
NEVADA IRRIGATION DISTRICT

All that real property situated in the County of Placer, State of California, being a portion of the Southwest quarter of section 17, Township 14 North, Range 9 East, Mount Diablo Base and Meridian and being a portion of Document No. 2018-0034292, Official Records of Placer County, being more particularly described as follows:

PARCEL 1:

Commencing at the Northeast corner of Parcel 1 as shown in Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorder's Office; thence South along the East line of said Parcel 1 South 01° 47' 46" West, 878.09 feet, said point being the Southeast corner of that Parcel described in said Document No. 2018-0034292; thence along the Southerly line of said Parcel South 55° 30' 50" West, 28.81 feet; thence leaving said line North 19° 17' 46" East, 28.28 feet to the TRUE POINT OF BEGINNING; thence North 30° 04' 06" West, 23.49 feet; thence North 75° 19' 49" West 18.97 feet; thence Northwest along an arc of a curve to the left having a radial bearing of North 72° 47' 15" East and a radius of 160.00 feet with a delta of 38° 54' 10", an arc length of 108.64 feet to a point on the Nevada County line and the Placer County line, said point hereinafter referred to as Point 'A'; thence along said County line North 34° 22' 13" East, 14.40 feet; thence continuing along said County line North 26° 52' 33" East, 21.01 feet; thence leaving said line South 58° 38' 49" East, 88.35 feet; thence South 17° 40' 29" West, 50.52 feet; thence South 18° 46' 08" East, 49.77 feet to the TRUE POINT OF BEGINNING, containing 4899 square feet more or less.

ATTACHMENT "E"

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN: 071-090-077
NEVADA IRRIGATION DISTRICT

PARCEL 2

Commencing at the aforementioned Point 'A'; thence along the line common to Nevada County and Placer County South 34° 22' 13" West, 50.00 feet to the TRUE POINT OF BEGINNING, said point being on an arc that is concentric to the previously described in Parcel 1 having a 160.00 foot radius; thence Southeasterly along an arc of a curve to the right having a radial bearing of North 33° 39' 51" East and a radius of 110.00 feet with a delta of 34° 09' 32", an arc length of 65.58 feet to a point on the North right-of-way of Dog Bar Road as shown on said Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorder's Office; thence along said right-of-way North 58° 32' 13" West, 62.07 feet to a point on said County line; thence along said County line North 34° 22' 13" East, 21.36 feet to the TRUE POINT OF BEGINNING containing 872 square feet more or less.

END OF DESCRIPTION

The Basis of Bearings for this description is identical with the bearings as shown on Book 34 of Parcel Maps, Page 58 on file in the Placer County Recorders' Office.

See Exhibit 'B' attached hereto and made a part of this description.

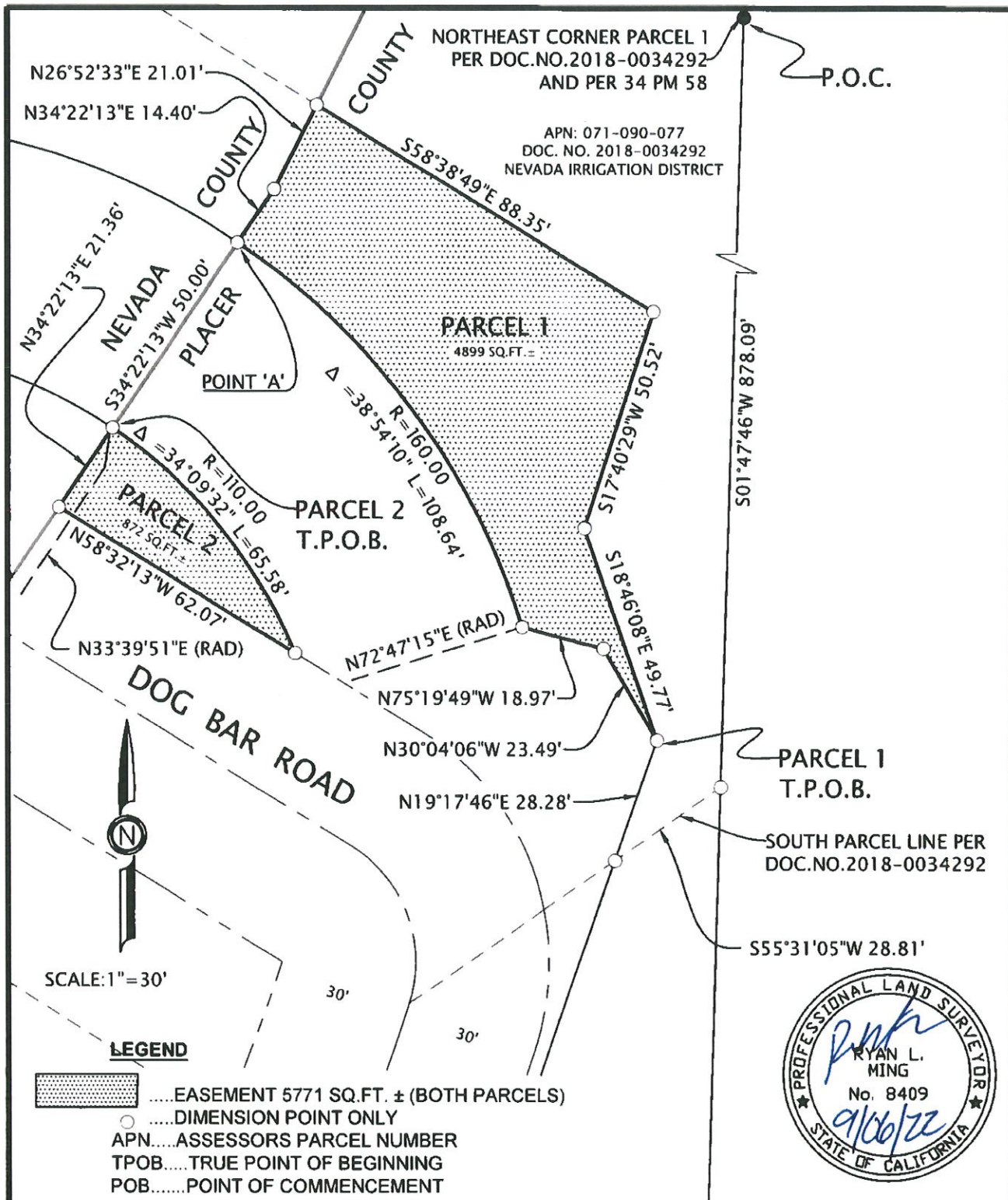
This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.


 Ryan L. Ming P.L.S. 8409


 Date



ATTACHMENT "F"



SHEET 1 OF 1

EXHIBIT 'B'
 TEMPORARY CONSTRUCTION EASEMENT
 APN: 071-090-077
 PORTION OF THE S.W. 1/4 OF SECTION 17,
 T. 14 N., R 9 E. M.D.M.
 COUNTY OF PLACER STATE OF CALIFORNIA

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 110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
 PHONE: 916.900.6623 | unicoengineering.com
 TCE-2.dwg

ATTACHMENT "G"
Schedule of Changes
APN 071-090-077

The following paragraphs are hereby added to the Agreement to read as follows:

1. County will have contractor perform all work outside limits of existing fences and gates. County will have contractor leave temporary construction easement in a similar condition to the before condition.

2. When applicable, any personal property including but not limited to; water meters, utility service poles etc. situated within the acquisition area will be relocated onto GRANTOR remainder property, if applicable, by COUNTY or COUNTY'S Agent at no expense to GRANTOR. By signing above, it is understood by the parties to this agreement that GRANTOR grants permission to COUNTY for reasonable access to GRANTOR'S remainder property to perform said relocations.

3. Where applicable, Contractor shall maintain access at Grantor's driveway to gates and fenced property throughout the duration of construction so that operations on the Grantor's property will be unaffected by the construction.

COUNTY OF NEVADA:

Deputy County Counsel

Please Initial below:

Grantor approves this page _____