

Staff Report

for the Board of Directors Meeting of May 13, 2020

TO: NID Board of Directors

FROM: Keane Sommers, P.E., Hydroelectric Manager *KSS*
Doug Roderick, P.E., Engineering Manager *DAR*

DATE: May 6, 2020

**SUBJECT: Access Easement Exchange with Sierra Pacific Land & Timber
(Consent)**

HYDROELECTRIC

RECOMMENDATION:

Approve the exchange of access road easements between Sierra Pacific Land and Timber (SPLT) and Nevada Irrigation District (NID / District), and authorize the General Manager to execute the appropriate documents as recommended by the Administrative Practices Committee.

BACKGROUND:

The District owns and operates the Scotts Flat Radio Tower (formerly known as the KLOVE Tower) near Quaker Hill above Scotts Flat Lake as part of its backbone radio and microwave communication system. The site is remote and access to the facility is currently achieved by crossing SPLT property via a privately owned access road with permission of the property owner. The only other means of access to the NID facility is by helicopter or by foot.

NID desires to secure permanent access rights to the radio tower site and has initiated acquisition of an access easement from SPLT for use of the access road through their property. During negotiations for the access easement, SPLT indicated that they have need to cross NID property at two locations for access to their timber harvest properties near Milton Lake and Jackson Meadows Lake. SPLT indicated that they would be interested in an access easement exchange (rather than a traditional easement purchase) for this transaction.

NID and SPLT have prepared easement agreements (documents) for three locations as follows:

- Scotts Flat Radio Tower Road (APNs 038-050-003 & 065-010-001)
- Milton Area Access Road (APNs 013-270-002 & 010-080-007)
- Jackson Meadows Area Access Road (APN 014-030-010)

Scotts Flat Radio Tower Road Easement

This easement is granting rights to NID for use of the access road on SPLT property. The Scotts Flat Radio Tower Road easement includes approximately 1.59 acres of land on SPLT property. The existing access road connects Banner Quaker Hill Road to NID property at the Scotts Flat Radio Tower site.

Milton Area Access Road Easement

This easement is granting rights to SPLT for use of the access roads on NID property. The Milton Area Access Road easement includes approximately 1.16 acres of land on NID property. The existing access roads connect Henness Pass Road to SPLT property near Milton Lake.

Jackson Meadows Area Access Road Easement

This easement is granting rights to SPLT for use of the access road on NID property. The Jackson Meadows Area Access Road easement includes approximately 0.40 acres of land on NID property. The existing access road connect Henness Pass Road to SPLT property near Jackson Meadows Lake.

The easement documents generally follow standard NID language for acquisition (or granting) of an access road easement, with one notable exception. Under the RESERVATION OF RIGHTS section in each of the documents, the terms were negotiated more closely match property owner (NID or SPLT) reservations in each of the agreements. This negotiation of reciprocal retained rights was desirable for the following considerations:

1. This transaction is an easement exchange, versus a purchase of access easement and rights
2. NID enjoys a very favorable professional working relationship with SPLT which positively affects District access and maintenance operations at several locations including:
 - Scotts Flat Radio Tower
 - Bowman 60kV Transmission Line
 - Chicago Park Flume
 - Dutch Flat Flume
 - Deer Creek Powerhouse (future)
 - South Yuba Canal (future)
3. NID has a need for reliable, timely access to the Scotts Flat Radio Tower facility – and the only current access is through SPLT property by permission.

In each case, the underlying property owner retains the right to fully utilize the easement area granted to the receiving party, as well as the right to modify or

relocate the easement area without unreasonably impacting the use and enjoyment of the easement area by the receiving party.

The language and terms of the easement documents (as written) are protective of the District's rights and interests in the subject properties. As such, staff recommends approval of the easement(s) exchange.

This action is in alignment with Goals Numbers 1 and 3 of the District's Strategic Plan, as allows for proper maintenance of the District's facilities and secures local control of access to existing District assets.

This item was brought before the Administrative Practices Committee (APC) during the May 5, 2020 APC meeting for discussion and recommendation. The APC recommended the item be forwarded to the NID Board of Directors for approval on the Consent agenda.

BUDGETARY IMPACT:

The proposed action is an easement exchange. As such, there will not be costs associated with this action (other than nominal recording fees).

MW

Attachments (5):

- NID-SPLT Road Easement Exchange Agreement Term Sheet
- NID-SPLT Road Easement Exchange Vicinity Maps
- Scotts Flat Radio Tower Road Easement & Exhibits
- Milton Area Access Road Easement & Exhibits
- Jackson Meadows Area Access Road Easement & Exhibits

**NID-SPLT ROAD EASEMENT EXCHANGE AGREEMENT
TERM SHEET**

1. Company Grant of Easements. Company grants to NID non-exclusive road easements on the terms set forth in the road easement deeds attached as Exhibits 1 and 2; those terms are incorporated herein as though fully set forth.

2. District Grant of Easements. District grants to Company non-exclusive road easements on the terms set forth in the road easement deeds attached as Exhibits 3 and 4; those terms are incorporated herein as though fully set forth.

3. Concurrent Obligations. The parties' obligations set forth above are to be fulfilled concurrently.

4. Interim Right to Use Existing Roads. Each easement grantor authorizes each grantee to use roads existing within the easement areas. Each grantee shall be responsible for damages to the easement areas that arise out of or relate to its interim use of existing roads.

Each easement grantee shall indemnify and hold each grantor harmless for any claims for bodily injury or property damage arising out of or relating to grantee's interim use of existing roads.

Each easement grantee waives and relinquishes any claim against each grantor for injury or damage to grantee or its property that may accrue during interim use of easement roads, caused in whole or in part by grantor's operations or the condition of the easement area.

This interim right to use existing roads shall expire 90 (ninety) days after the date of this Agreement or upon the recording of the easement deeds, attached as Exhibits 1-4, whichever first occurs.

5. Condition of Title. District confirms that it has investigated and accepts the

condition of title to the easement areas described in Exhibits 1 and 2, as set forth in the Preliminary Reports, attached as Exhibits 5 and 6.

Company confirms that it has investigated and accepts the condition of title to the easement areas described in Exhibits 3 and 4, as set forth _____.

6. Condition of Easement Areas. District confirms that it has inspected and determined the suitability of easement areas described in Exhibits 1 and 2, and it accepts each "as is."

Company confirms that it has inspected and determined the suitability of easement areas described in Exhibits 3 and 4, and it accepts each "as is."

7. Joint Escrow. A joint escrow shall be opened, through which the execution and exchange of road easement deeds shall be accomplished. The parties shall share escrow costs, equally.

The easement grantee shall pay the costs of and for title insurance, if desired.

The easement grantee shall pay documentary transfer taxes and recording fees, if owed.

8. Cooperation. Each party agrees to take such actions, execute all documents, and otherwise cooperate, as necessary to consummate this transaction, including those necessary for the procurement of title insurance by the requesting grantee.

9. Integration. This embodies the entire agreement between the parties. Any prior or contemporary agreements, understandings, promises, or representations pertaining to the subject to this Agreement not expressly set forth herein are of no force and effect. No waiver, modification, or alteration of the terms of this Agreement shall be binding unless made in a writing signed by the Parties.

10. Successors and Assigns. The rights and obligations under this Agreement shall

inure to the benefit of and be binding on the parties and their successors and assigns.

11. Warranty of Authority. Each party warrants it has the exclusive authority to enter into and execute this Agreement, and that it is not subject to any restrictions or orders prohibiting the execution or performance of this Agreement. Each signing party warrants that it has not assigned or transferred any or all of the rights referred to herein to any other person or entity.

DRAFT

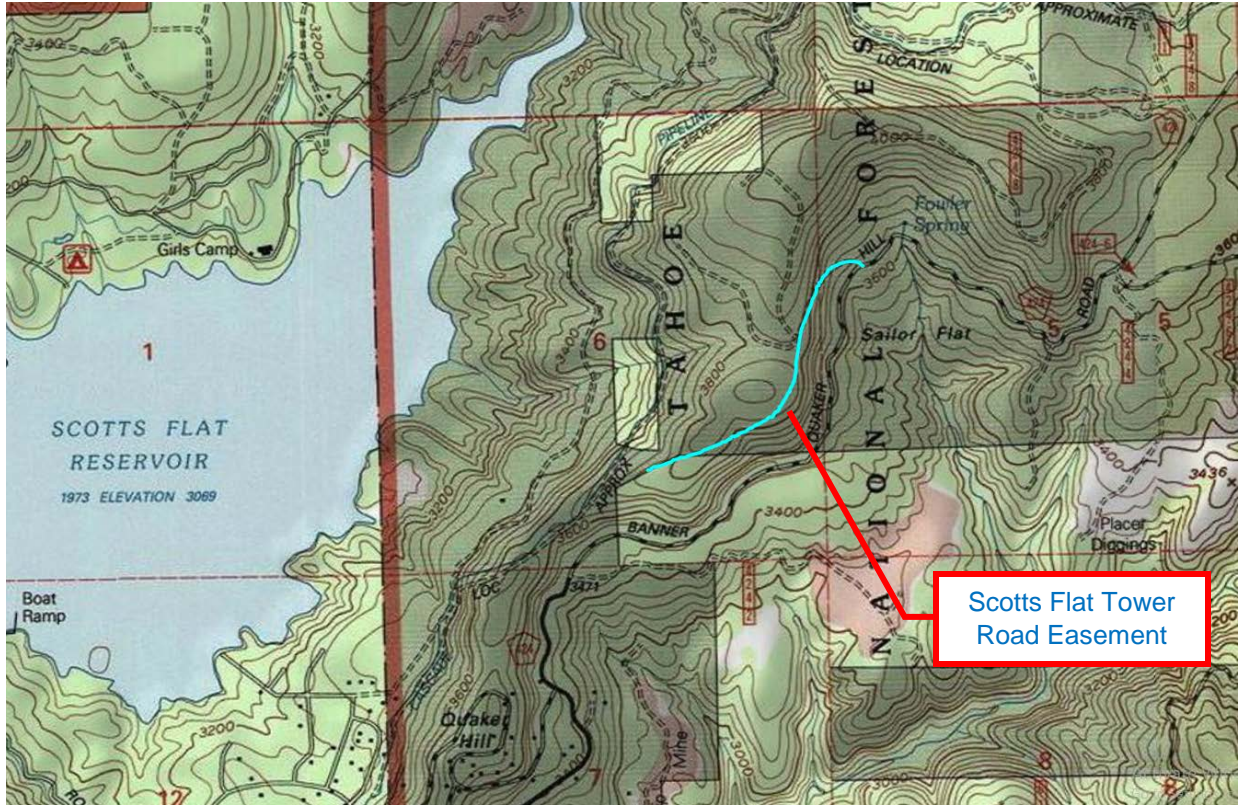


Figure 1 - Vicinity Map for Scotts Flat Tower Road Easement on SPLT Properties

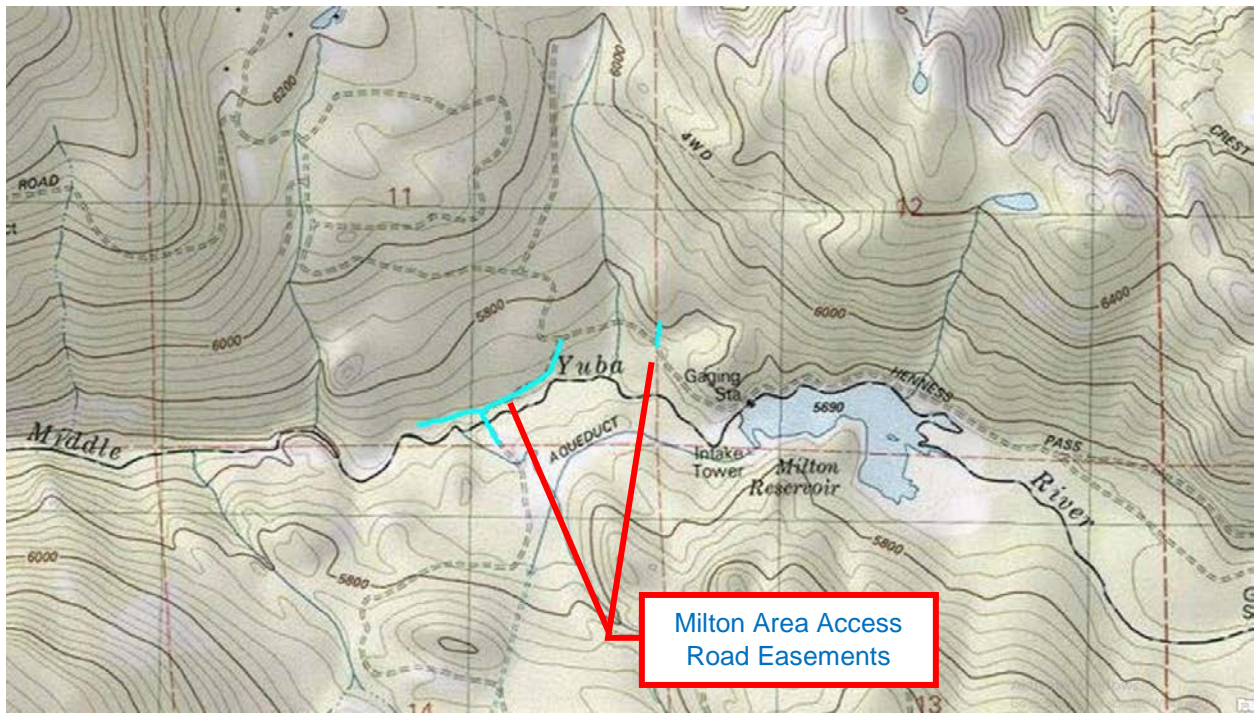


Figure 2 - Vicinity Map for Milton Area Access Road Easements on NID Property

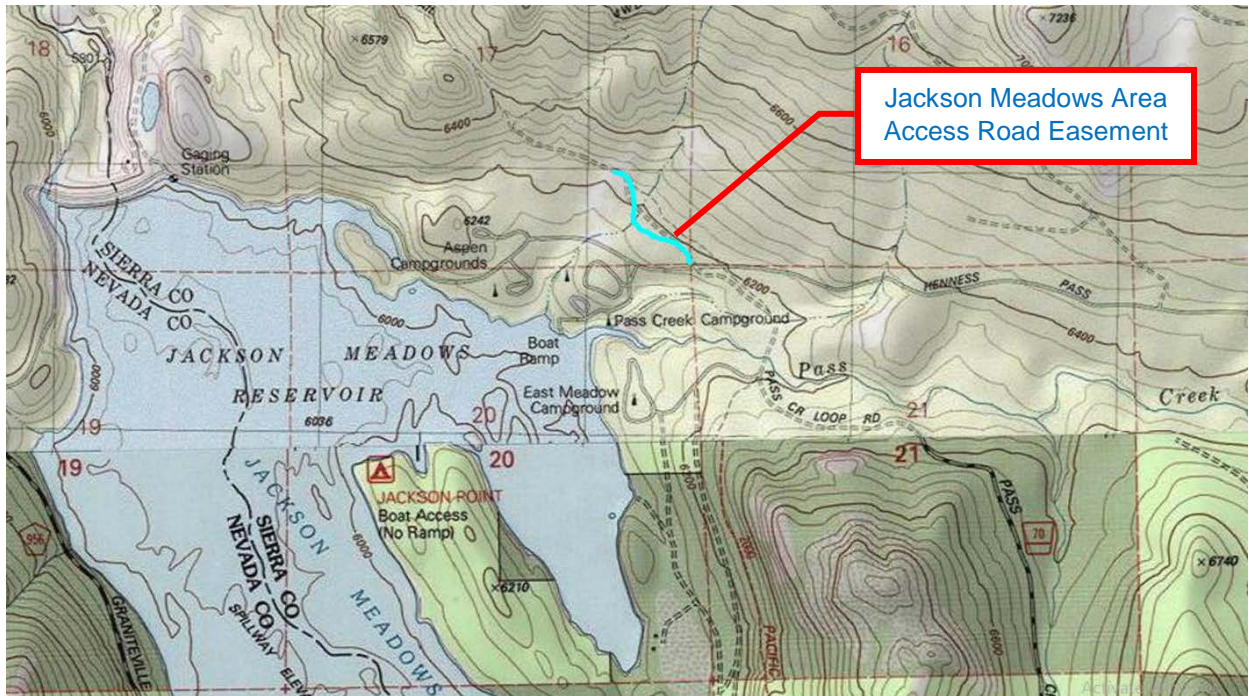


Figure 3 - Vicinity Map for Jackson Meadows Area Access Road Easements on NID Property

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945**

* Exempt per Government Code 27383

Nevada County APN 038-050-003 & 065-010-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Scotts Flat Radio Tower Road
Map No.
Index No.

Documentary Transfer Tax: \$-0-
() Computed on full value of property conveyed
() Unincorporated area () City of _____
() Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103.

Signature of Agent Determining Tax

ROAD EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

SIERRA PACIFIC LAND & TIMBER COMPANY, a California Corporation,

hereinafter called COMPANY, hereby grants to **NEVADA IRRIGATION DISTRICT**, a California governmental agency, hereinafter called DISTRICT, a permanent, non-exclusive easement and right-of-way on, over, under and across the certain real property and improvements, hereinafter called Easement Area, situated in the unincorporated area, County of Nevada, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto, for purposes of ingress to and egress from for purposes of ingress to and egress from DISTRICT lands and DISTRICT facilities (now existing or hereafter improved or constructed), including, but not limited to, the following uses and purposes: access by pedestrians, vehicles, and equipment, for transportation of people, equipment, materials, timber, debris, sediment, aggregate, and deposits, and any and all lawful purposes associated with the exercise of the rights granted hereby.

Together with the right, privilege and authority, within said Easement Area, to grade, excavate for, install, replace, relocate, resurface, pave, repave, inspect, operate, patrol, maintain, use and protect any and all facilities and appurtenances, as DISTRICT shall from time to time elect, for roadway, access, utilities and drainage control purposes, subject to conditions defined herein.

COMPANY further grants to DISTRICT:

- a) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter within said Easement Area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber;
- b) the right from time to time to trim and clear away any and all trunks, branches or limbs of trees and brush now or hereafter which encroach on or over said Easement Area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise

agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber;

- c) the right to install, maintain and use gates in all fences which now or hereafter cross said Easement Area. DISTRICT shall provide COMPANY with a key to any such gate or shall make other arrangements reasonably satisfactory to COMPANY for passage through such gate or gates;
- d) the right to install guard rails, signage and other improvements as DISTRICT shall from time to time deem necessary for *DISTRICT's* safe and convenient use of said Easement Area;
- e) the right to use the entire Easement Area for full enjoyment of the rights granted hereby, as DISTRICT shall from time to time elect, even if DISTRICT does not do so initially.

RESERVATION OF RIGHTS BY COMPANY

COMPANY reserves the right to use said Easement Area for its purposes. COMPANY reserves the right to make use of said Easement Area and to modify the road thereon in any manner that will not unreasonably interfere with rights granted to DISTRICT.

COMPANY shall have the right to erect and maintain locked gates across the Easement Area at any point and, if such a gate or gates are erected or already exist, COMPANY shall provide DISTRICT with keys to any such gate or shall make other arrangements reasonably satisfactory to DISTRICT for passage through such gate or gates.

NON-EXCLUSIVE EASEMENT

The easement granted herein shall be non-exclusive and COMPANY shall have the right to grant access to others, so long as such access does not obstruct or impede DISTRICT's full use and enjoyment of the rights granted hereby.

Subject to and without limitation on DISTRICT's full enjoyment of its easement, each party shall act reasonably to avoid interference with the other's use and enjoyment of said Easement Area.

MAINTENANCE AND REPAIR

The obligation of either party to maintain said Easement Area in good repair does not include provisions for snow removal or improvements to said Easement Area made or requested by the other party.

The cost to maintain said Easement Area in good repair shall be born or shared proportionately to the use made of said Easement by each party.

RELOCATION OF ROAD OR EASEMENT

COMPANY may determine that use of its lands necessitates relocation of a portion or portions of said Easement Area or the road or other improvements therein. COMPANY may effect such relocation provided it satisfies the following requirements:

COMPANY shall notify DISTRICT in writing of such necessity, including a plan to ensure that DISTRICT shall remain whole.

COMPANY relocation shall be performed at COMPANY's sole expense and at no expense to DISTRICT,

COMPANY relocation shall not unreasonably interfere with DISTRICT operations.

The new easement area shall, in all respects, provide DISTRICT access to DISTRICT lands and facilities equal to or greater than the access provided by the Easement Area.

If Easement Area is relocated, COMPANY shall execute and deliver to DISTRICT a good and sufficient deed, granting to DISTRICT easements, substantially conforming to the provisions set forth herein and fully replacing easement or such portions thereof affected by relocation.

EASEMENT IN GROSS

The easement is personal to DISTRICT. It is nontransferable, in whole or in part, by or on behalf of DISTRICT, or by operation of law, except that the easement may be transferred to a succeeding governmental entity. DISTRICT's unauthorized transfer of the easement shall extinguish the easement.

EASEMENT SURCHARGE

A transfer or change of use of DISTRICT lands accessed under this easement that unreasonably surcharges the easement shall extinguish the easement for accessing the transferred or changed lands. Thereafter, neither DISTRICT nor its transferee may use the Easement Area to access the transferred or changed lands.

NONUSE OF EASEMENT

Nonuse by DISTRICT of the easement or portions thereof for a period of ten (10) years shall be considered conclusive evidence of the DISTRICT's abandonment of and intent to extinguish the easement or portions thereof.

EXTINGUISHMENT OF EASEMENT

In the event of the above described relocation, unauthorized transfer, surcharge or nonuse of the easement, DISTRICT shall, on demand, execute, acknowledge and deliver to COMPANY a good and sufficient deed quitclaiming to COMPANY the easement or such portions thereof so abandoned and extinguished.

INDEMNIFICATION

DISTRICT shall indemnify and hold COMPANY harmless against any loss, damage, or bodily injury arising out of DISTRICT's exercise of rights granted hereby.

INSURANCE REQUIREMENTS

At all times while exercising the rights granted herein, DISTRICT shall procure and maintain liability insurance a for the servient lands as follows: DISTRICT shall maintain general liability coverage, including personal injury, property damage and automobile liability insurance, each with limits of not less \$1,000,000.00. COMPANY shall be named by endorsement as an additional insured under the policies. Said insurance shall be primary. It shall not be canceled without 60-day advance written notice to COMPANY. The insurers shall be admitted and authorized to do business in the State of California and shall maintain an A.M. Best Ratings of not less than A- XII. Suitable evidence of insurance shall be provided to COMPANY annually by January 30th, and at any time upon request by COMPANY.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

SIERRA PACIFIC LAND & TIMBER COMPANY, a California Corporation

Signature: _____ Date _____
Name: _____
(please print or type)
Title: _____

ACCEPTANCE

This is to certify that the interest in real property conveyed by this document to the Nevada Irrigation District, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the Nevada Irrigation District pursuant to authority conferred by Resolution No. _____ of said Board adopted on _____, 2020.

Date: _____

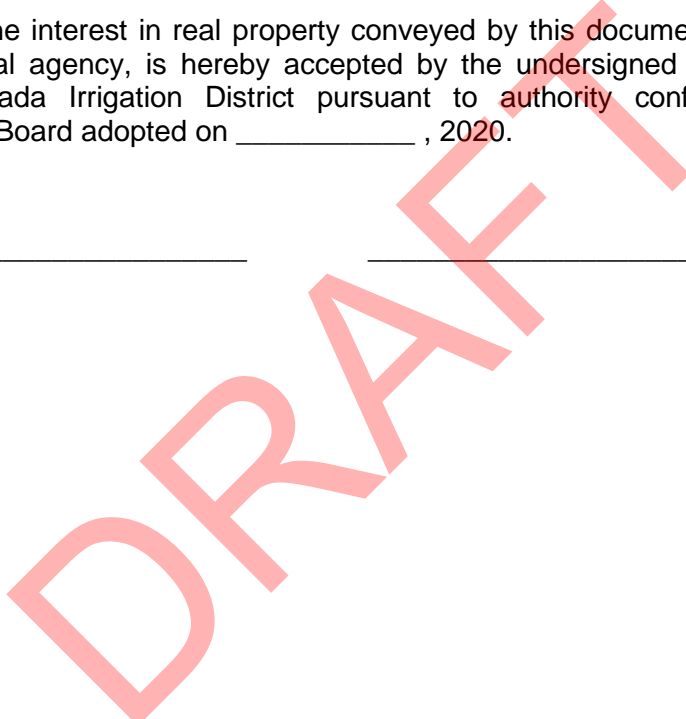


EXHIBIT "A-1"

A strip of land, twenty (20) feet in width, over and across a portion of that certain parcel of land described in Document Number 97026512, recorded on September 26, 1997 in the Office of the Nevada County Recorder, State of California, located within the Northwest one-quarter of Section 5, Township 16 North, Range 10 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Beginning at a point in the centerline of an existing dirt road designated as County Road 1204050 and commonly known as Banner Quaker Hill Road, said **Point of Beginning** being located North $32^{\circ}33'24''$ East 806.82 feet from a 3-1/4 inch diameter aluminum cap stamped "LS 3959" marking the West one-quarter corner of Section 5, Township 16 North, Range 10 East, Mount Diablo Meridian and shown on that certain map recorded on December 27, 1988 in Book 10 of Surveys at Page 118 in the Office of the Nevada County Recorder, thence leaving the centerline of Banner Quaker Hill Road and running thence along the centerline of an existing dirt road and the strip of land described herein, the following courses:

North $7^{\circ}40'59''$ West 47.92 feet to the beginning of a curve to the right, concave to the east, having a radius of 125.00 feet and a central angle of $34^{\circ}46'41''$;

Thence along said curve for an arc length of 75.87 feet;

Thence North $27^{\circ}05'42''$ East 49.82 feet;

Thence North $14^{\circ}14'45''$ East 32.84 feet to the beginning of a curve to the left, concave to the south, having a radius of 37.00 feet and a central angle of $148^{\circ}49'24''$;

Thence along said curve for an arc length of 96.11 feet;

Thence South $45^{\circ}25'21''$ West 73.29 feet;

Thence South $61^{\circ}24'07''$ West 46.98 feet to the beginning of a curve to the left, concave to the southeast, having a radius of 300.00 feet and a central angle of $39^{\circ}42'15''$;

Thence along said curve for an arc length of 207.89 feet;

Thence South $21^{\circ}41'53''$ West 346.02 feet;

Thence South $17^{\circ}38'07''$ West 125.96 feet to the beginning of a curve to the left, concave to the east, having a radius of 415.00 feet and a central angle of $9^{\circ}24'57''$;

Thence along said curve for an arc length of 68.20 feet to a point on the west line of the northwest one-quarter of said Section 5 said point being located North $0^{\circ}02'12''$ West 178.45 feet from said 3-1/4 inch diameter aluminum cap stamped "LS 3959" marking the West one-quarter corner of Section 5;

Thence continuing southerly along said 415.00 foot radius curve and the centerline of said existing dirt road, for the purpose of defining the location of the easterly sideline of the herein described twenty foot wide strip of land lying easterly of said west line of Section 5, through a central angle of 14°05'1" for an arc length of 102.03 feet to a point of reverse curvature and the beginning of a curve to the right having a radius of 205.00 feet and a central angle of 21°53'07";

Thence along said curve for an arc distance of 78.30 feet;

The sidelines of the herein described strip of land shall be lengthened or shortened as necessary to intersect the west line of said Section 5, Township 16 North, Range 10 East, M.D.M.

The herein described strip contains an area of 24,339 square feet or 0.56 acres, more or less.

The herein described strip is shown on Exhibit "B" attached hereto and made a part hereof.

The herein described strip affects a portion of APN's 65-010-01 & 65-020-03

Bruce E. Parker, PLS 7757

End of Description

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

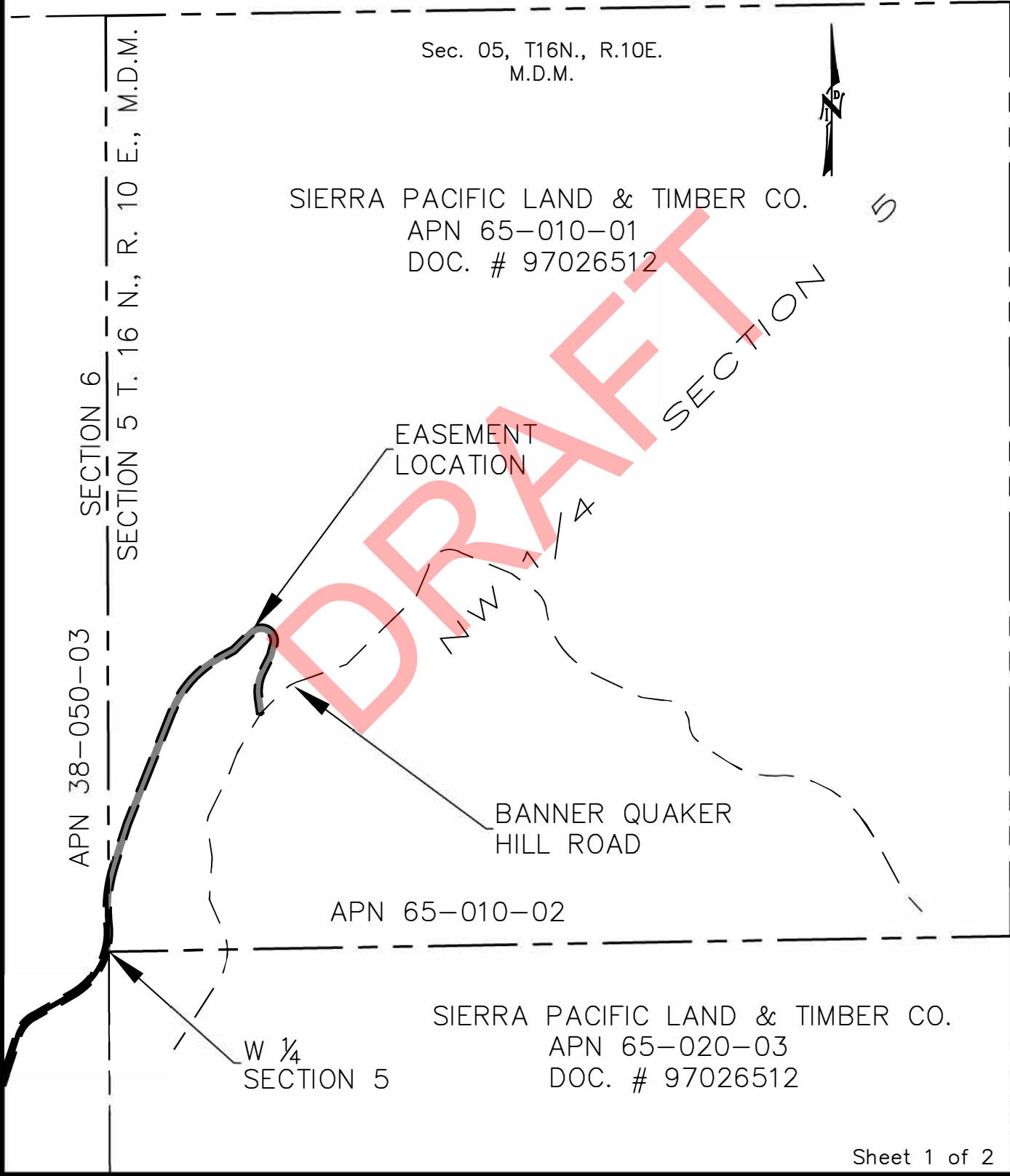
EXHIBIT 'B-1'

PROJECT FOR RADIO TOWER

DATE January 31, 2019

THROUGH LAND OF SIERRA PACIFIC LAND & TIMBER

SCALE: 1"=400'



NEVADA IRRIGATION DISTRICT

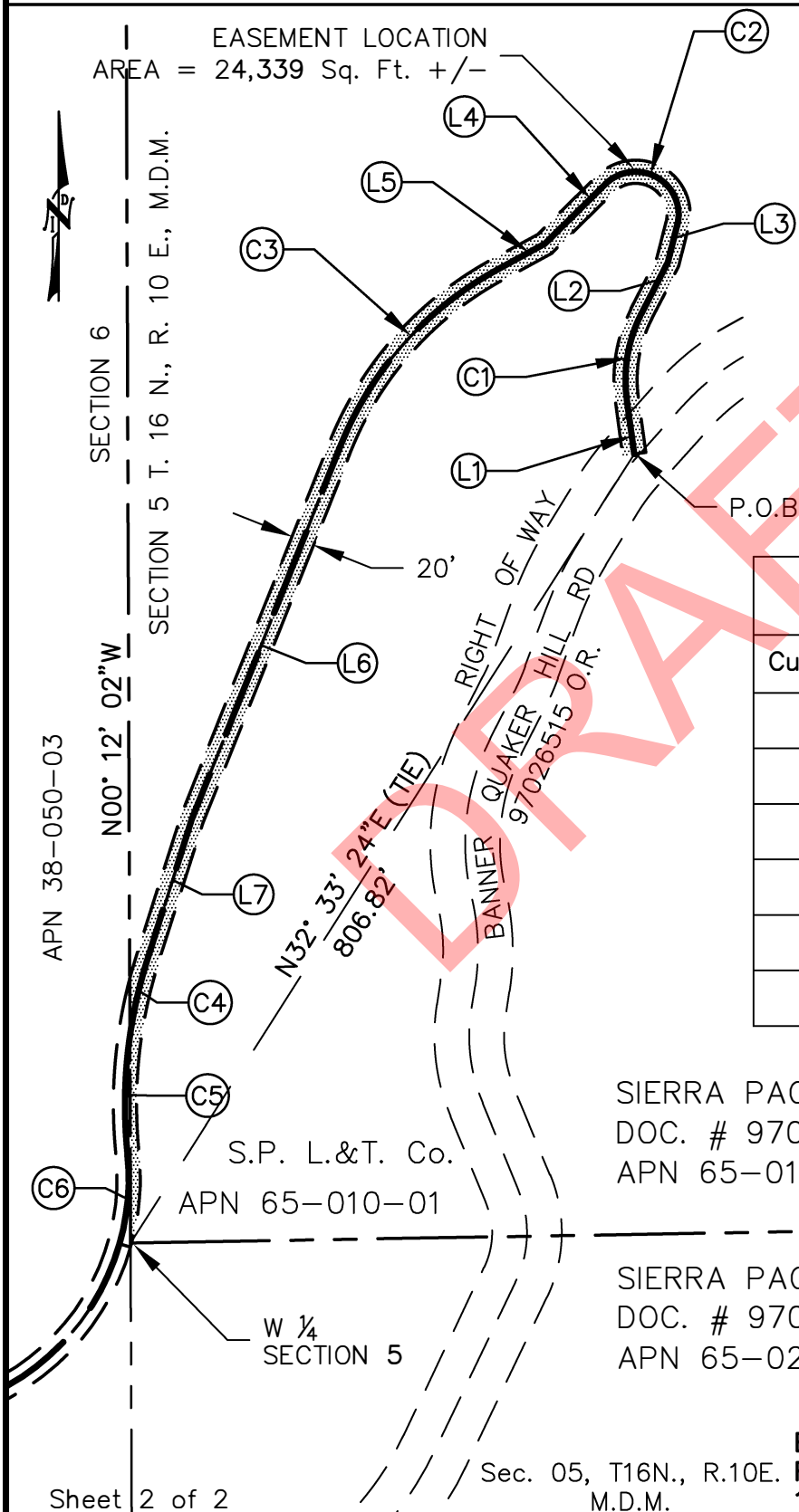
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT 'B-1'

PROJECT FOR RADIO TOWER
 THROUGH LAND OF SIERRA PACIFIC LAND & TIMBER

DATE JAN. 31, 2019

SCALE: 1"=150'



Line #	Length	Direction
L1	47.92	N7° 40' 59"W
L2	49.82	N27° 05' 42"E
L3	32.84	N14° 14' 45"E
L4	73.29	S45° 25' 21"W
L5	46.98	S61° 24' 07"W
L6	346.02	S21° 41' 53"W
L7	125.96	S17° 38' 07"W

Curve #	Length	Radius	Delta
C1	75.87	125.00	34°46'41"
C2	96.11	37.00	148°49'24"
C3	207.89	300.00	39°42'15"
C4	68.20	415.00	9°24'57"
C5	102.03	415.00	14°05'11"
C6	78.30	205.00	21°53'07"

SIERRA PACIFIC LAND & TIMBER CO.
 DOC. # 97026512
 APN 65-010-02

SIERRA PACIFIC LAND & TIMBER CO.
 DOC. # 97026512
 APN 65-020-03

BASIS OF BEARINGS:
 RECORD OF SURVEY FILED IN BOOK
 10 OF SURVEYS AT PAGE 118, N.C.R.

EXHIBIT "A-2"

A strip of land, twenty (20) feet in width, over and across a portion of that certain parcel of land described in Document Number 91-36486 Official Records, recorded on November 22, 1991 in the Office of the Nevada County Recorder, State of California, located within the Southeast one-quarter of the Northeast one-quarter and the Northeast one-quarter of the Southeast one-quarter of Section 6, Township 16 North, Range 10 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Beginning at a point located on the east line of Section 6, Township 16 North, Range 10 East M.D.M., said **Point of Beginning** being located North $0^{\circ}12'02''$ West 178.45 feet from a 3-1/4 inch diameter aluminum cap stamped "LS 3959" marking the East one-quarter corner of Section 6, Township 16 North, Range 10 East, Mount Diablo Meridian and shown on that certain map recorded on December 27, 1988 in the Office of the Nevada County Recorder in Book 10 of Surveys at Page 118; thence leaving said east line of Section 6 and running thence southwesterly along the centerline of an existing dirt road and the strip of land described herein, the following courses:

Along a curve, concave to the east, having a radius of 415.00 feet, a radial bearing of South $81^{\circ}46'50''$ East and a central angle $14^{\circ}05'11''$, for an arc length of 102.03 feet, to the beginning of a reverse curve having a radius of 205.00 feet and a central angle of $66^{\circ}24'04''$;

Thence along said reverse curve for an arc length of 237.58 feet;

Thence South $60^{\circ}32'02''$ West 125.31 feet to the beginning of a curve to the left, concave to the southeast, having a radius of 100.00 feet and a central angle of $42^{\circ}16'35''$;

Thence along said curve for an arc length of 73.79 feet;

Thence South $18^{\circ}15'27''$ West 265.09 feet;

Thence South $25^{\circ}33'21''$ West 209.49 feet to the beginning of a curve to the right, concave to the northwest, having a radius of 225.00 feet and a central angle of $39^{\circ}38'07''$;

Thence along said curve for an arc length of 155.65 feet;

Thence South $65^{\circ}11'27''$ West 319.93 feet;

Thence South $41^{\circ}20'37''$ West 102.96 feet to the beginning of a curve to the right, concave to the northwest, having a radius of 100.00 feet and a central angle of $30^{\circ}44'47''$;

Thence along said curve for an arc distance of 53.66 feet;

Thence South $72^{\circ}05'24''$ West 85.12 feet;

Thence South $66^{\circ}07'15''$ West 258.64 feet;

Thence South 68°03'51" West 120.84 feet to the beginning of a curve to the left having a radius of 120.00 feet and a central angle of 74°06'11";

Thence along said curve for an arc distance of 155.20 feet;

Thence South 6°02'20" East 30.75 feet more or less, to a point on the south line of the East one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 6, Township 16 North, Range 10 East M.D.M.

The sidelines of the herein described strip of land shall be lengthened or shortened as necessary to intersect the east line of said Section 6 and the south line of the East one-half of the Northwest one-quarter of the Southeast one-quarter of said Section 6.

The herein described strip contains an area of 45,001 square feet or 1.03 acres, more or less.

The herein described strip is shown on Exhibit "B" attached hereto and made a part hereof.

The herein described strip affects a portion of APN 38-050-03.

Bruce E. Parker, PLS 7757

End of Description

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

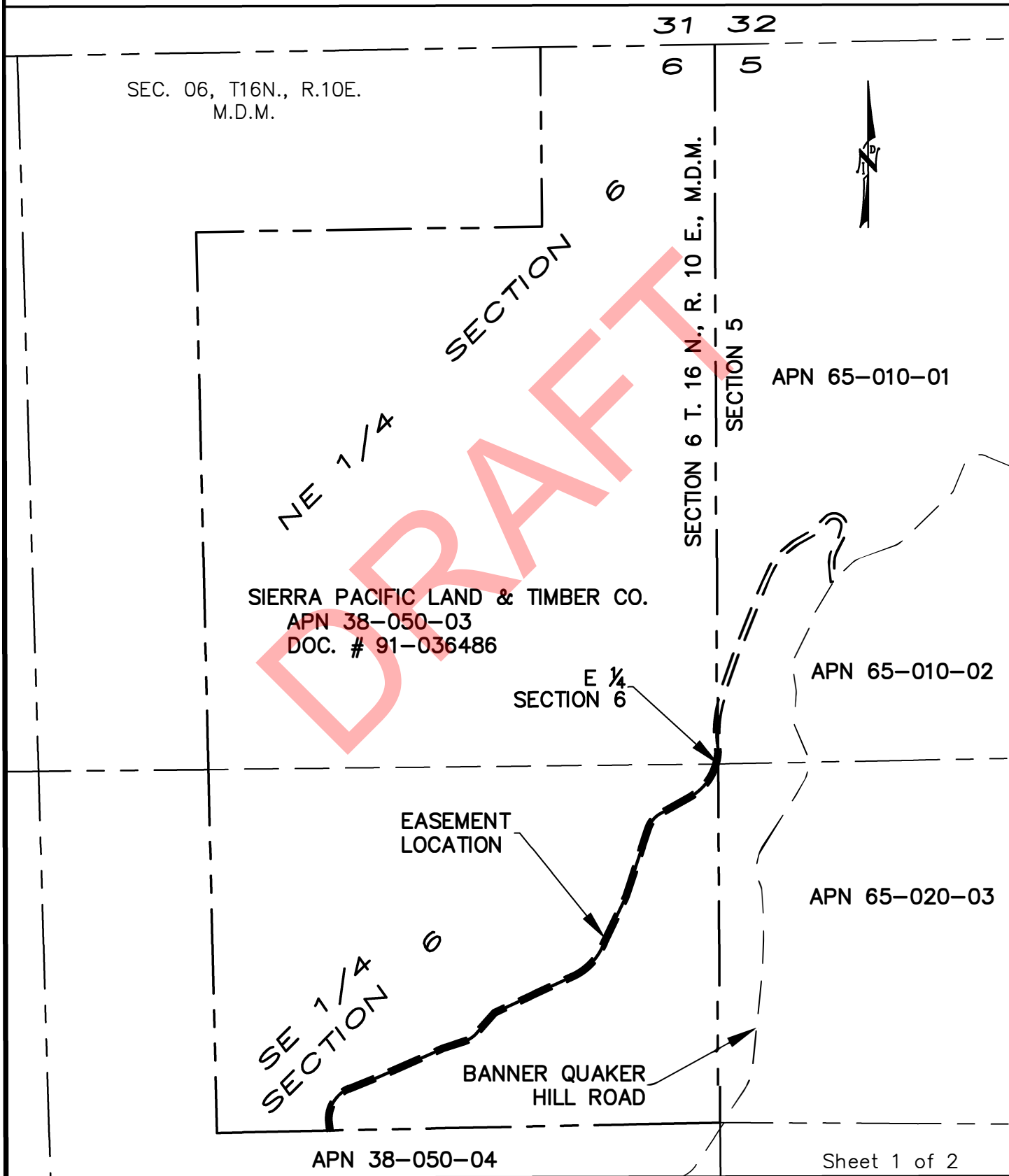
EXHIBIT 'B-2'

PROJECT FOR RADIO TOWER

DATE January 31, 2019

THROUGH LAND OF SIERRA PACIFIC LAND & TIMBER

SCALE: 1"=500'



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT 'B-2'

PROJECT FOR RADIO TOWER

DATE January 31, 2019

THROUGH LAND OF SIERRA PACIFIC LAND & TIMBER

SCALE: 1"=300'

Parcel Line Table		
Line #	Length	Direction
L1	125.31	S60° 32' 02"W
L2	265.09	S18° 15' 27"W
L3	209.49	S25° 33' 21"W
L4	319.93	S65° 11' 27"W
L5	102.96	S41° 20' 37"W
L6	85.12	S72° 05' 24"W
L7	258.64	S66° 07' 15"W
L8	120.84	S68° 03' 51"W
L9	30.75	S6° 02' 20"E

SEC. 6, T16N., R.10E.
 M.D.M.



SEC. 6 T. 16 N., R. 10 E., M.D.M.

SECTION 5

APN 65-010-01

P.O.B.

(C1)

N00° 12' 02"W
 (Tie) 178.45'

S81° 46' 50"E
 Radial

(C2)

E. 1/4
 SEC. 6

Curve Table			
Curve #	Length	Radius	Delta
C1	102.03	415.00	14°05'11"
C2	237.58	205.00	66°24'04"
C3	73.79	100.00	42°16'35"
C4	155.65	225.00	39°38'07"
C5	53.66	100.00	30°44'47"
C6	155.20	120.00	74°06'11"

EASEMENT
 LOCATION AREA
 = 45,001 Sq.Ft.,
 1.03 Acres +/-

20'

N00° 12' 02"W
 1332.82'

APN 65-020-03

BANNER QUAKER HILL ROAD

SIERRA PACIFIC LAND & TIMBER CO.
 APN 38-050-03
 DOC. # 91-036486

S88° 57' 29"W
 1871.36'

UNITED STATES OF AMERICA
 APN 38-050-04

BASIS OF BEARINGS:
 RECORD OF SURVEY FILED IN BOOK
 10 OF SURVEYS AT PAGE 118, N.C.R.

RECORDING REQUESTED BY:

Sierra Pacific Land & Timber Company

WHEN RECORDED MAIL TO:

Sierra Pacific Land & Timber Company
P.O. Box 496028
Redding, CA 96049

Nevada County APN 013-270-002
Sierra County APN 010-080-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: 2177 Milton Area Access Road
Map No. N/A
Index No. N/A

Documentary Transfer Tax: \$
() Computed on full value of property conveyed
() Unincorporated area () City of _____

Signature of Agent Determining Tax

ROAD EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

NEVADA IRRIGATION DISTRICT, a California governmental agency,

hereinafter called DISTRICT, hereby grants to **SIERRA PACIFIC LAND & TIMBER COMPANY**, a California Corporation, hereinafter called **COMPANY**, a permanent, non-exclusive easement and right-of-way on, over, under and across the certain real property and improvements, hereinafter called Easement Area, situated in the unincorporated area, Counties of Nevada and Sierra, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto, for purposes of ingress to and egress from COMPANY's lands, holdings and facilities (now existing or hereafter improved or constructed), including, but not limited to, the following uses and purposes: access by pedestrians, vehicles, and equipment, for transportation of people, equipment, materials, timber, debris, sediment, aggregate, and deposits, and any and all lawful purposes associated with the exercise of the rights granted hereby.

Together with the right, privilege and authority, within said Easement Area, to grade, excavate for, install, replace, relocate, resurface, pave, repave, inspect, operate, patrol, maintain, use and protect any and all facilities and appurtenances, as COMPANY shall from time to time elect, for roadway, access, utilities and drainage control purposes, subject to conditions defined herein.

DISTRICT further grants to COMPANY:

- a) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter within said Easement Area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber;
- b) the right from time to time to trim and clear away any and all trunks, branches or limbs of trees and brush now or hereafter which encroach on or over said Easement Area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise

agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber;

- c) the right to install, maintain and use gates in all fences which now or hereafter cross said Easement Area. COMPANY shall provide DISTRICT with a key to any such gate or shall make other arrangements reasonably satisfactory to DISTRICT for passage through such gate or gates;
- d) the right to install guard rails, signage and other improvements as COMPANY shall from time to time deem necessary for COMPANY's safe and convenient use of said Easement Area;
- e) the right to use the entire Easement Area for full enjoyment of the rights granted hereby, as COMPANY shall from time to time elect, even if COMPANY does not do so initially.

RESERVATION OF RIGHTS BY DISTRICT

DISTRICT reserves the right to use said Easement Area for its purposes.

DISTRICT reserves the right to make such use of said Easement Area as is reasonably necessary to comply with federal or state laws or regulations, including Federal Energy Regulatory Commission requirements, without unreasonably impacting COMPANY's use and enjoyment of the Easement Area.

DISTRICT shall have the right to erect and maintain locked gates across the Easement Area at any point and, if such a gate or gates are erected or already exist, DISTRICT shall provide COMPANY with a key to any such gate or shall make other arrangements reasonably satisfactory to COMPANY for passage through such gate or gates.

NON-EXCLUSIVE EASEMENT

The easement granted herein shall be non-exclusive and DISTRICT shall have the right to grant access to others, so long as such access does not obstruct or impede COMPANY's full use and enjoyment of the rights granted hereby.

Subject to and without limitation on Company's full enjoyment of its easement, each party shall act reasonably to avoid interference with the other's use and enjoyment of said Easement Area.

MAINTENANCE AND REPAIR

The obligation of either party to maintain said Easement Area in good repair does not include provisions for snow removal or improvements to said Easement Area made or requested by the other party.

The cost to maintain said Easement Area in good repair shall be born or shared proportionately to the use made of said Easement by each party.

RELOCATION OF ROAD OR EASEMENT

DISTRICT may determine that use of its lands necessitates relocation of a portion or portions of said Easement Area or the road or other improvements therein. DISTRICT may effect such relocation provided it satisfies the following requirements:

DISTRICT shall notify COMPANY in writing of such necessity, including a plan to ensure that COMPANY shall remain whole.

DISTRICT relocation shall be performed at DISTRICT's sole expense and at no expense to COMPANY.

DISTRICT relocation shall not unreasonably interfere with COMPANY operations.

The new easement area shall, in all respects, provide COMPANY access to COMPANY lands and facilities equal to or greater than the access provided by the Easement Area.

If Easement Area is relocated, DISTRICT shall execute and deliver to COMPANY a good and sufficient deed, granting to COMPANY easements, substantially conforming to the provisions set forth herein and fully replacing easement or such portions thereof affected by relocation.

EASEMENT IN GROSS

The easement is personal to COMPANY, necessary for COMPANY operations of said COMPANY lands and facilities. The easement is transferable only in conjunction with COMPANY's conveyance of said COMPANY lands and facilities to and from which the easement provides ingress and egress. COMPANY conveyance, or attempted conveyance, of the easement, independent from said COMPANY lands and facilities shall be considered conclusive evidence of *unreasonable transfer* of the easement.

EASEMENT SURCHARGE

COMPANY shall not cause, create or allow a material increase in burden to said Easement Area that may result from a subdivision or un-warranted change in operational uses of said COMPANY lands and facilities. The easement shall be extinguished upon surcharge by a material increase in burden upon the easement. Said material increase in burden shall be considered conclusive evidence of a surcharge extinguishment the easement.

NONUSE OF EASEMENT

Nonuse by COMPANY of the easement or portions thereof for a period of ten (10) years shall be considered conclusive evidence of the COMPANY's abandonment of and intent to extinguish the easement or portions thereof.

EXTINGUISHMENT OF EASEMENT

In the event of the above described relocation, unreasonable transfer, surcharge or nonuse of the easement, COMPANY shall, on demand, execute, acknowledge and deliver to DISTRICT a good and sufficient deed quitclaiming to DISTRICT the easement or such portions thereof so abandoned and extinguished.

INDEMNIFICATION

COMPANY shall indemnify and hold the DISTRICT harmless against any loss, damage, or bodily injury arising out of the exercise of rights granted hereby.

INSURANCE REQUIREMENTS

At all times while exercising the rights granted herein, COMPANY shall procure and maintain liability insurance a for the servient lands as follows:

COMPANY shall maintain general liability coverage, including personal injury, property damage and automobile liability insurance, each with limits of not less \$1,000,000.00. DISTRICT shall be named by endorsement as an additional insured under the policies. Said insurance shall be primary. It shall not be canceled without 60-day advance written notice to DISTRICT. The insurers shall be admitted and authorized to do business in the State of California and shall maintain an A.M. Best Ratings of not less than A- XII. Suitable evidence of insurance shall be provided to DISTRICT annually by January 30th, and at any time upon request by DISTRICT.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

REFERENCE or ATTACH NID BOARD RESOLUTION

Nevada Irrigation District, a California governmental agency

Signature: _____ Date: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT "A"

Strips of land, twenty (20.00) feet in width, over and across portions of the lands described in Book 30 of Deeds at Page 262, recorded on December 10, 1926 in the Office of the Sierra County Recorder, State of California and in Book 141 of Deeds at Page 262, recorded on March 1, 1926 in the Office of the Nevada County Recorder, State of California, located within the south one-half of the southeast one-quarter of Section 11, Township 19 North, Range 12 East, M.D.M., the centerlines of which are more particularly described as follows:

Strip "A"

Beginning at the southeast section corner of said Section 11, thence along the south line of the southeast one-quarter of said Section 11 and the southerly property boundary line of the lands described in said Book 30 Deeds Page 262, Sierra County and in Book 141 Deeds Page 262, Nevada County, North $89^{\circ}49'11''$ West 1726.54 feet to the **True Point of Beginning**; thence leaving said south line of Section 11 and across said lands described in said Book 30 Deeds Page 262, Sierra County and in Book 141 Deeds Page 262, Nevada County and along the centerline of an existing dirt road, the following twenty-four courses:

North $21^{\circ}37'52''$ West 54.06 feet;

Thence North $18^{\circ}08'04''$ West 44.95 feet to the beginning of a curve to the left having a radius of 50.00 feet and a central angle of $39^{\circ}57'36''$;

Thence along said curve for an arc distance of 34.87 feet;

Thence North $59^{\circ}41'41''$ West 28.79 feet to the beginning of a curve to the right having a radius of 150.00 feet and a central angle of $32^{\circ}02'07''$;

Thence along said curve for an arc distance of 83.87 feet;

Thence North $27^{\circ}39'34''$ West 25.79 feet, more or less, to the centerline of the Middle Fork of the Yuba River and the County Line between Nevada and Sierra Counties;

Thence continuing North $27^{\circ}39'34''$ West 17.36 feet;

Thence North $38^{\circ}30'33''$ West 71.83 feet to the beginning of a curve to the right having a radius of 45.00 feet and a central angle of $85^{\circ}11'33''$;

Thence along said curve for an arc distance of 66.91 feet;

Thence North $46^{\circ}40'59''$ East 42.49 feet;

Thence North $63^{\circ}50'01''$ East 57.63 feet;

Thence North $63^{\circ}01'00''$ East 61.57 feet;

Thence North $67^{\circ}40'49''$ East 81.27 feet;

Thence North $68^{\circ}57'07''$ East 85.94 feet;

Thence North $44^{\circ}59'45''$ East 80.96 feet;

Thence North $68^{\circ}13'05''$ East 40.14 feet;

Thence North $63^{\circ}27'48''$ East 75.62 feet;

Thence North $53^{\circ}18'48''$ East 55.68 feet to the beginning of a curve to the right having a radius of 100.00 feet and a central angle of $31^{\circ}23'11''$;

Thence along said curve for an arc distance of 54.78 feet;

Thence North $84^{\circ}41'59''$ East 35.25 feet to the beginning of a curve to the left having a radius of 100.00 feet and a central angle of $62^{\circ}07'55''$;

Thence along said curve for an arc distance of 108.44 feet;

Thence North $22^{\circ}34'05''$ East 150.51 feet;

Thence North $26^{\circ}25'23''$ East 116.05 feet;

Thence North $17^{\circ}16'31''$ East 169.00 feet to a point on the centerline of a County Road commonly known as the Henness Pass Road.

Strip "B"

Beginning at the southeast section corner of said Section 11, thence along the east line of the southeast one-quarter of said Section 11 and the easterly property boundary line of the lands described in said Book 30 Deeds Page 262, Sierra County and in Book 141 Deeds Page 262, Nevada County, North $0^{\circ}28'55''$ East 952.27 feet to the centerline of a County Road commonly known as the Henness Pass Road, thence leaving said east line of the southeast one-quarter of said Section 11 North $41^{\circ}25'55''$ West 355.98 feet to a point on the centerline of said Henness Pass Road and the **True Point of Beginning**; thence leaving the centerline of said Henness Pass Road and running along the centerline of an existing dirt road the following two courses:

North $1^{\circ}09'38''$ West 44.22 feet;

Thence North $17^{\circ}03'14''$ West 58.36 feet to a point on the north line of the south one-half of the southeast one-quarter of said Section 11.

Strip "C"

Beginning at a point on the north-south center section line of the south one-half of said Section 11, said **Point of Beginning** being located North 0°05'51" West 177.73 feet from the South one-quarter Section corner of said Section 11; thence leaving the north-south center section line of said Section 11 and across said lands described in said Book 30 Deeds Page 262, Sierra County Records and along the centerline of an existing dirt road, the following twelve courses:

Thence North 75°10'53" East 49.03 feet;

Thence North 83°55'54" East 30.04 feet;

Thence North 77°18'50" East 63.64 feet;

Thence North 84°48'33" East 37.45 feet;

Thence North 73°45'12" East 42.75 feet;

Thence North 67°44'28" East 101.50 feet to the beginning of a curve to the right having a radius of 250.00 feet and a central angle of 17°36'19";

Thence along said curve for an arc distance of 76.82 feet;

Thence North 85°20'47" East 86.97 feet to the beginning of a curve to the left having a radius of 280.00 feet and a central angle of 18°37'55";

Thence along said curve for an arc distance of 91.05 feet;

Thence North 66°42'52" East 55.60 feet to the beginning of a curve to the right having a radius of 90.00 feet and a central angle of 34°02'07";

Thence along said curve for an arc distance of 53.46 feet;

Thence South 79°15'01" East 90.34 feet to the point of intersection with the centerline of an existing dirt road described hereinabove as Strip "A".

The sidelines of the hereinabove described strips of land shall be lengthened or shortened as necessary to intersect the north, south, west and east boundary lines of the south one-half of the southeast one-quarter of said Section 11.

The herein described Strip "A" contains an area of 32,875 square feet or 0.75 acres, more or less.

The herein described Strip "B" contains an area of 2,052 square feet, more or less.

The herein described Strip "C" contains an area of 15,569 square feet, more or less.

The herein described strips are shown on Exhibit "B" attached hereto and made a part hereof.

The herein described strips affect portions of APN 13-270-02 Nevada County and APN 010-080-007 Sierra County.

Bruce E. Parker, PLS 7757

End of Description

DRAFT

NEVADA IRRIGATION DISTRICT

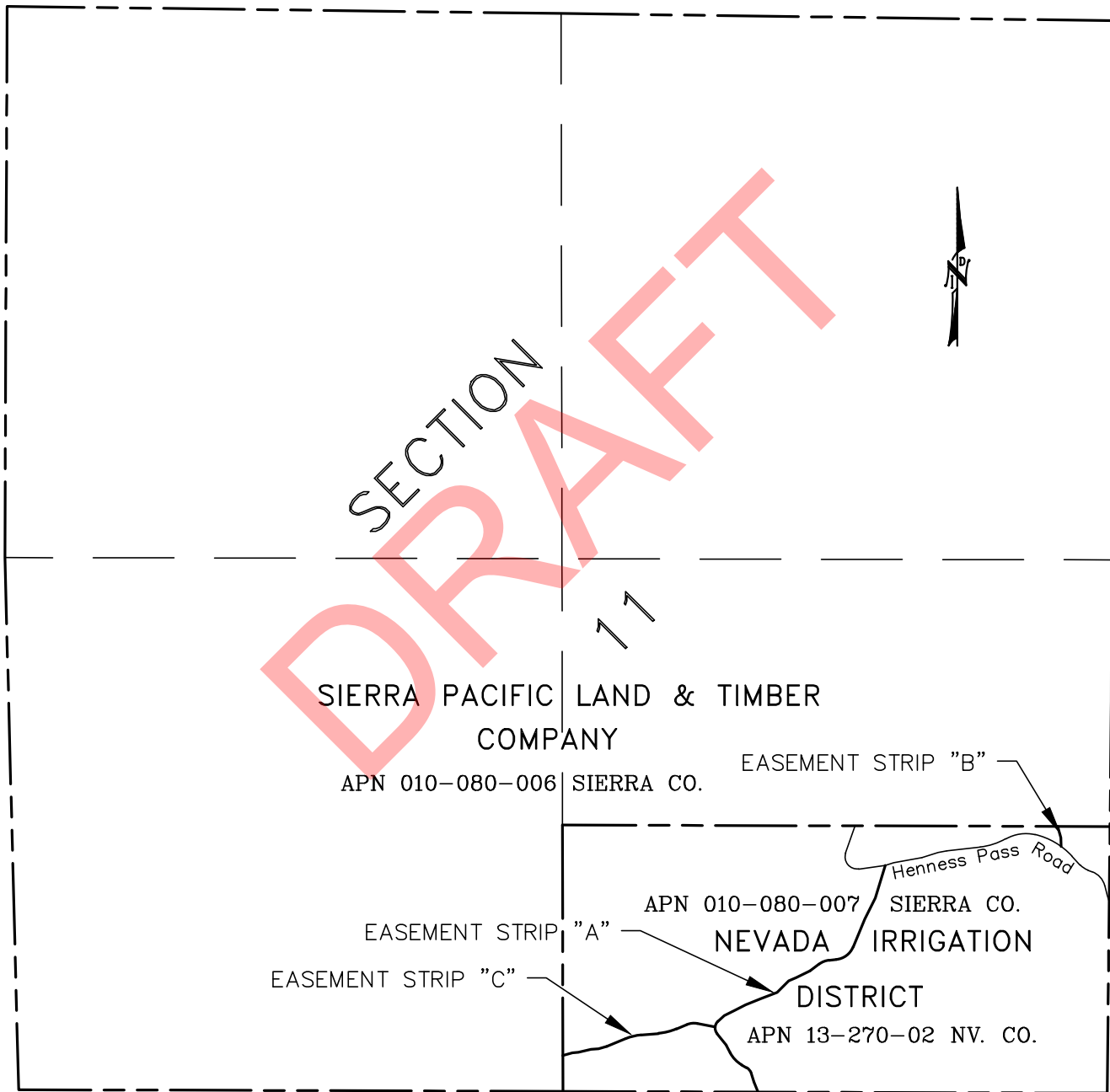
NEVADA AND SIERRA COUNTIES, CALIFORNIA

EXHIBIT 'B'

PROJECT FOR S.P.L.&T. Easements – Milton Reservoir
THROUGH LAND OF Nevada Irrigation District

DATE January 31, 2019

T. 19 N., R. 12 E., M.D.M.



NEVADA IRRIGATION DISTRICT

NEVADA AND SIERRA COUNTIES, CALIFORNIA
EXHIBIT 'B'

PROJECT FOR S.P.L.&T. Easements – Milton Reservoir
THROUGH LAND OF Nevada Irrigation District

DATE January 31, 2019
SCALE: 1" = 300'

SEC. 11, T.19 N., R.12 E.
M.D.M.

UNITED STATES OF AMERICA
APN 13-270-03 NEVADA CO.

SECTION 12

SECTION 11

N17° 03' 14"W
58.36'

N01° 09' 38"W
44.22'

N 0°28'55" E
952.27' (Tie)

N41° 25' 55"W
355.98'

EASEMENT STRIP "B"
AREA = 2,052 Sq.Ft. +/-

EASEMENT STRIP "A"
AREA = 32,875 Sq.Ft.
0.75 Acres +/-

SIERRA PACIFIC LAND & TIMBER COMPANY
APN 010-080-006 SIERRA CO.

NEVADA IRRIGATION DISTRICT
APN 13-270-02 NEVADA CO.
Bk. 141 Deeds Pg. 262

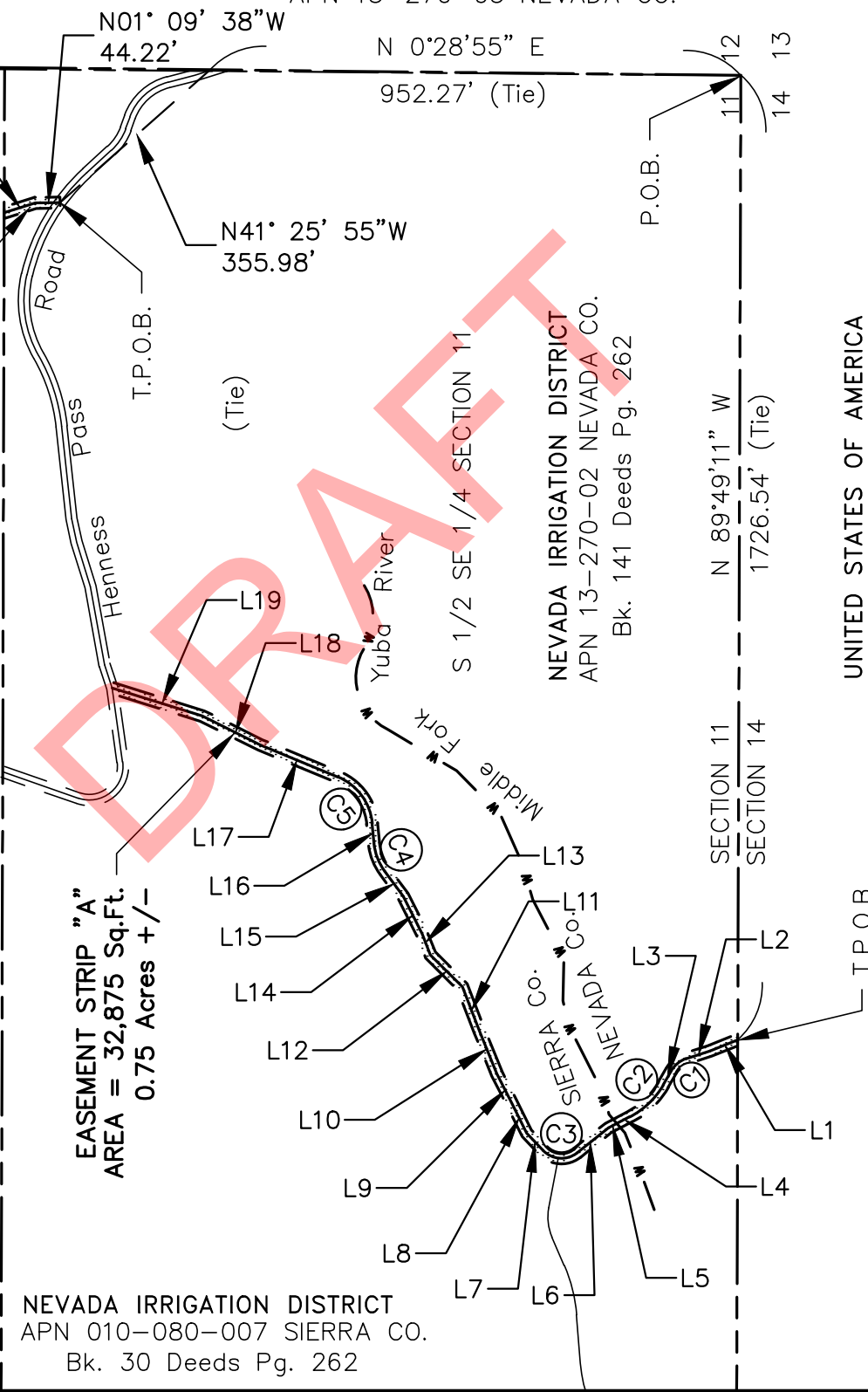
UNITED STATES OF AMERICA
APN 13-290-05 NEVADA CO.

PROPERTY LINE



NEVADA IRRIGATION DISTRICT
APN 010-080-007 SIERRA CO.
Bk. 30 Deeds Pg. 262

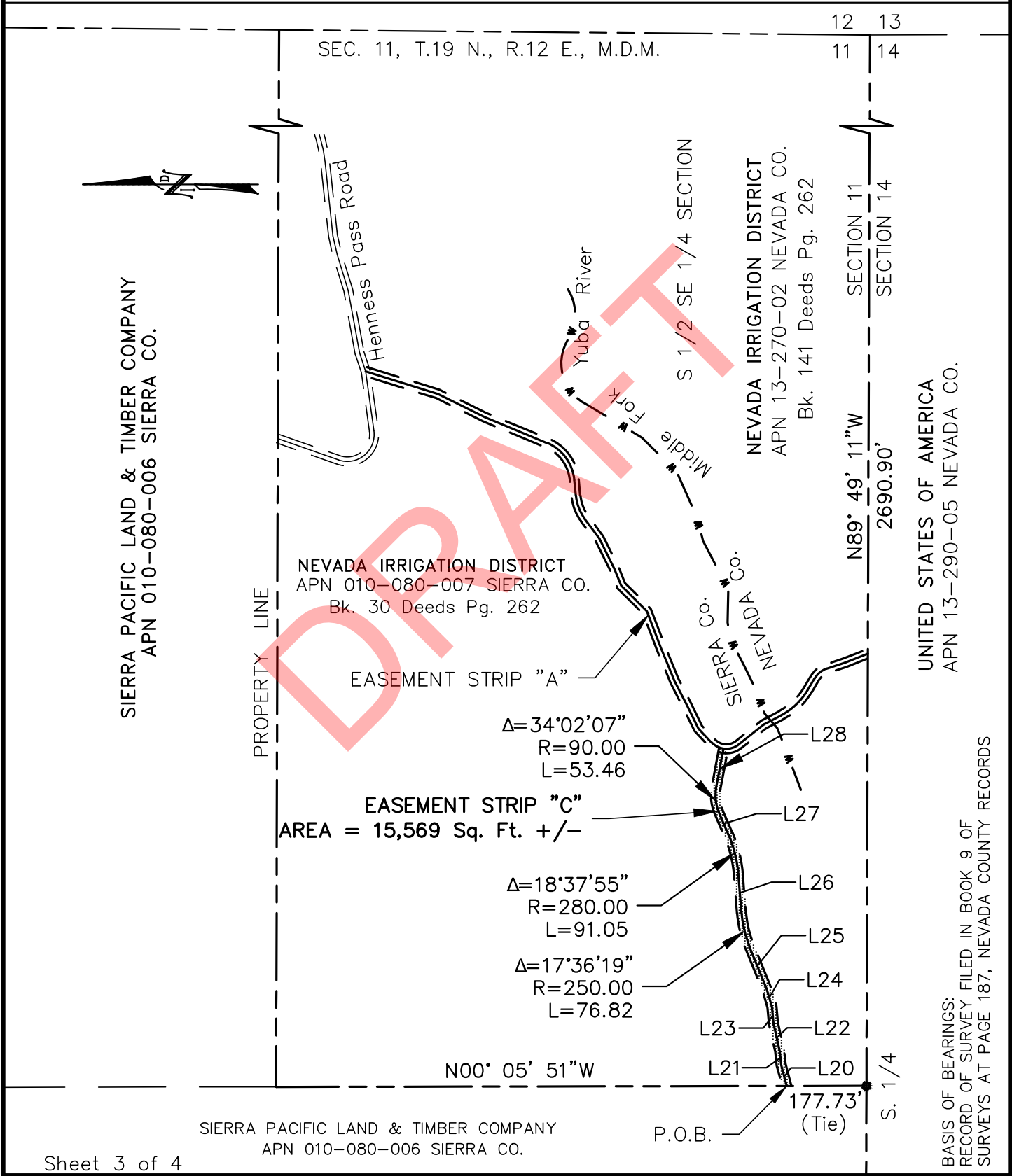
BASIS OF BEARINGS:
RECORD OF SURVEY FILED IN BOOK 9 OF
SURVEYS AT PAGE 187, NEVADA COUNTY RECORDS



NEVADA IRRIGATION DISTRICT
 NEVADA AND SIERRA COUNTIES, CALIFORNIA
 EXHIBIT 'B'

PROJECT FOR S.P.L.&T. Easements – Milton Reservoir
 THROUGH LAND OF Nevada Irrigation District

DATE January 31, 2019
 SCALE: 1" = 300'



BASIS OF BEARINGS:
 RECORD OF SURVEY FILED IN BOOK 9 OF
 SURVEYS AT PAGE 187, NEVADA COUNTY RECORDS

NEVADA IRRIGATION DISTRICT

NEVADA AND SIERRA COUNTIES, CALIFORNIA

EXHIBIT 'B'

DATE January 31, 2019

PROJECT FOR S.P.L.&T. Easements – Milton Reservoir
 THROUGH LAND OF Nevada Irrigation District

STRIPS A & B

Parcel Line Table		
Line #	Length	Direction
L1	54.06	N21° 37' 52"W
L2	44.95	N18° 08' 04"W
L3	28.79	N59° 41' 41"W
L4	25.79	N27° 39' 34"W
L5	17.36	N27° 39' 34"W
L6	71.83	N38° 30' 33"W
L7	42.49	N46° 40' 59"E
L8	57.63	N63° 50' 01"E
L9	61.57	N63° 01' 00"E
L10	81.27	N67° 40' 49"E
L11	85.94	N68° 57' 07"E
L12	80.96	N44° 59' 45"E
L13	40.14	N68° 13' 05"E
L14	75.62	N63° 27' 48"E
L15	55.68	N53° 18' 48"E
L16	35.25	N84° 41' 59"E
L17	150.51	N22° 34' 05"E
L18	116.05	N26° 25' 23"E
L19	169.00	N17° 16' 31"E

STRIPS A & B

Curve Table

Curve #	Length	Radius	Delta
C1	34.87	50.00	39°57'36"
C2	83.87	150.00	32°02'07"
C3	66.91	45.00	85°11'33"
C4	54.78	100.00	31°23'11"
C5	108.44	100.00	62°07'55"

STRIP C

Parcel Line Table		
Line #	Length	Direction
L20	49.03	N75° 10' 53"E
L21	30.04	N83° 55' 54"E
L22	63.64	N77° 18' 50"E
L23	37.45	N84° 48' 33"E
L24	42.57	N73° 45' 12"E
L25	101.50	N67° 44' 28"E
L26	86.97	N85° 20' 47"E
L27	55.60	N66° 42' 52"E
L28	90.34	S79° 15' 01"E

RECORDING REQUESTED BY:

Sierra Pacific Land & Timber Company

WHEN RECORDED MAIL TO:

**Sierra Pacific Land & Timber Company
P.O. Box 496028
Redding, CA 96049**

Sierra County APN 014-030-010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: 2177 Jackson Meadows Area Access Road
Map No. N/A
Index No. N/A

Documentary Transfer Tax: \$
() Computed on full value of property conveyed
() Unincorporated area () City of _____

Signature of Agent Determining Tax

ROAD EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

NEVADA IRRIGATION DISTRICT, a California governmental agency,

hereinafter called DISTRICT, hereby grants to **SIERRA PACIFIC LAND & TIMBER COMPANY**, a California Corporation, hereinafter called **COMPANY**, a permanent, non-exclusive easement and right-of-way on, over, under and across the certain real property and improvements, hereinafter called Easement Area, situated in the unincorporated area, County of Sierra, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto, for purposes of ingress to and egress from COMPANY's lands, holdings and facilities (now existing or hereafter improved or constructed), including, but not limited to, the following uses and purposes: access by pedestrians, vehicles, and equipment, for transportation of people, equipment, materials, timber, debris, sediment, aggregate, and deposits, and any and all lawful purposes associated with the exercise of the rights granted hereby.

Together with the right, privilege and authority, within said Easement Area, to grade, excavate for, install, replace, relocate, resurface, pave, repave, inspect, operate, patrol, maintain, use and protect any and all facilities and appurtenances, as COMPANY shall from time to time elect, for roadway, access, utilities and drainage control purposes, subject to conditions defined herein.

DISTRICT further grants to COMPANY:

- a) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter within said Easement Area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber;
- b) the right from time to time to trim and clear away any and all trunks, branches or limbs of trees and brush now or hereafter which encroach on or over said Easement Area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise

agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber;

- c) the right to install, maintain and use gates in all fences which now or hereafter cross said Easement Area. COMPANY shall provide DISTRICT with a key to any such gate or shall make other arrangements reasonably satisfactory to DISTRICT for passage through such gate or gates;
- d) the right to install guard rails, signage and other improvements as COMPANY shall from time to time deem necessary for COMPANY's safe and convenient use of said Easement Area;
- e) the right to use the entire Easement Area for full enjoyment of the rights granted hereby, as COMPANY shall from time to time elect, even if COMPANY does not do so initially.

RESERVATION OF RIGHTS BY DISTRICT

DISTRICT reserves the right to use said Easement Area for its purposes.

DISTRICT reserves the right to make such use of said Easement Area as is reasonably necessary to comply with federal or state laws or regulations, including Federal Energy Regulatory Commission requirements, without unreasonably impacting COMPANY's use and enjoyment of the Easement Area.

DISTRICT shall have the right to erect and maintain locked gates across the Easement Area at any point and, if such a gate or gates are erected or already exist, DISTRICT shall provide COMPANY with a key to any such gate or shall make other arrangements reasonably satisfactory to COMPANY for passage through such gate or gates.

NON-EXCLUSIVE EASEMENT

The easement granted herein shall be non-exclusive and DISTRICT shall have the right to grant access to others, so long as such access does not obstruct or impede COMPANY's full use and enjoyment of the rights granted hereby.

Subject to and without limitation on Company's full enjoyment of its easement, each party shall act reasonably to avoid interference with the other's use and enjoyment of said Easement Area.

MAINTENANCE AND REPAIR

The obligation of either party to maintain said Easement Area in good repair does not include provisions for snow removal or improvements to said Easement Area made or requested by the other party.

The cost to maintain said Easement Area in good repair shall be born or shared proportionately to the use made of said Easement by each party.

RELOCATION OF ROAD OR EASEMENT

DISTRICT may determine that use of its lands necessitates relocation of a portion or portions of said Easement Area or the road or other improvements therein. DISTRICT may effect such relocation provided it satisfies the following requirements:

DISTRICT shall notify COMPANY in writing of such necessity, including a plan to ensure that COMPANY shall remain whole.

DISTRICT relocation shall be performed at DISTRICT's sole expense and at no expense to COMPANY.

DISTRICT relocation shall not unreasonably interfere with COMPANY operations.

The new easement area shall, in all respects, provide COMPANY access to COMPANY lands and facilities equal to or greater than the access provided by the Easement Area.

If Easement Area is relocated, DISTRICT shall execute and deliver to COMPANY a good and sufficient deed, granting to COMPANY easements, substantially conforming to the provisions set forth herein and fully replacing easement or such portions thereof affected by relocation.

EASEMENT IN GROSS

The easement is personal to COMPANY, necessary for COMPANY operations of said COMPANY lands and facilities. The easement is transferable only in conjunction with COMPANY's conveyance of said COMPANY lands and facilities to and from which the easement provides ingress and egress. COMPANY conveyance, or attempted conveyance, of the easement, independent from said COMPANY lands and facilities shall be considered conclusive evidence of *unreasonable transfer* of the easement.

EASEMENT SURCHARGE

COMPANY shall not cause, create or allow a material increase in burden to said Easement Area that may result from a subdivision or un-warranted change in operational uses of said COMPANY lands and facilities. The easement shall be extinguished upon surcharge by a material increase in burden upon the easement. Said material increase in burden shall be considered conclusive evidence of a surcharge extinguishment the easement.

NONUSE OF EASEMENT

Nonuse by COMPANY of the easement or portions thereof for a period of ten (10) years shall be considered conclusive evidence of the COMPANY's abandonment of and intent to extinguish the easement or portions thereof.

EXTINGUISHMENT OF EASEMENT

In the event of the above described relocation, unreasonable transfer, surcharge or nonuse of the easement, COMPANY shall, on demand, execute, acknowledge and deliver to DISTRICT a good and sufficient deed quitclaiming to DISTRICT the easement or such portions thereof so abandoned and extinguished.

INDEMNIFICATION

COMPANY shall indemnify and hold the DISTRICT harmless against any loss, damage, or bodily injury arising out of the exercise of rights granted hereby.

INSURANCE REQUIREMENTS

At all times while exercising the rights granted herein, COMPANY shall procure and maintain liability insurance a for the servient lands as follows:

COMPANY shall maintain general liability coverage, including personal injury, property damage and automobile liability insurance, each with limits of not less \$1,000,000.00. DISTRICT shall be named by endorsement as an additional insured under the policies. Said insurance shall be primary. It shall not be canceled without 60-day advance written notice to DISTRICT. The insurers shall be admitted and authorized to do business in the State of California and shall maintain an A.M. Best Ratings of not less than A- XII. Suitable evidence of insurance shall be provided to DISTRICT annually by January 30th, and at any time upon request by DISTRICT.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

REFERENCE or ATTACH NID BOARD RESOLUTION

Nevada Irrigation District, a California governmental agency

Signature: _____ Date: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT "A"

A strip of land, twenty (20.00) feet in width, over and across a portion of the lands described in Volume 373 Official Records Page 194, recorded on January 27, 1965 in the Office of the Nevada County Recorder, State of California, located within the south one-half of the southeast one-quarter of Section 17, Township 19 North, Range 13 East, M.D.M., the centerline of which is more particularly described as follows:

Beginning at a point on the south boundary line of the southeast one-quarter of said Section 17 located North 85°35'52" West 13.68 feet from the southeast section corner of said Section 17, said **Point of Beginning** also being located within the right of way lines of a Sierra County road commonly known as the Henness Pass Road; thence leaving said south line of the southeast one-quarter of said Section 17 and across said lands described in said Volume 373 Official Records Page 194 Nevada County and along the centerline of an existing dirt road, the following thirteen courses:

North 29°27'12" West 47.31 feet;

Thence North 33°37'03" West 49.20 feet;

Thence North 30°43'14" West 62.90 feet;

Thence North 51°11'25" West 30.34 feet to the beginning of a curve to the left having a radius of 200 feet and a central angle of 25°44'24";

Thence along said curve for an arc distance of 89.85 feet;

Thence North 76°55'49" West 81.00 feet to the beginning of a curve to the right having a radius of 50.00 feet and a central angle of 70°31'12";

Thence along said curve for an arc distance of 61.54 feet;

Thence North 6°24'38" West 61.63 feet;

Thence North 7°29'18" East 84.29 feet to the beginning of a curve to the left having a radius of 125.00 feet and a central angle of 46°34'39";

Thence along said curve for an arc distance of 101.62 feet;

Thence North 39°05'21" West 42.31 feet;

Thence North 49°12'08" West 94.07 feet;

Thence North 56°35'38" West 56.49 feet to a point located on the north property boundary line of the lands described in said Volume 373 Official Records Page 194 Nevada County.

The herein described strip of land contains an area of 17,251 square feet or 0.40 acres, more or less.

The herein described strip of land is shown on Exhibit "B" attached hereto and made a part hereof.

The herein described strip of land affects a portion of APN 014-030-010 Sierra County.

Bruce E. Parker, PLS 7757

End of Description

DRAFT

NEVADA IRRIGATION DISTRICT

NEVADA AND SIERRA COUNTIES, CALIFORNIA

EXHIBIT 'B'

PROJECT FOR S.P.L.&T. Easements – Jackson Meadows
THROUGH LAND OF Nevada Irrigation District

DATE January 31, 2019
SCALE: 1"=100'

SEC. 17, T.19N., R.13E.,
M.D.M.

SIERRA PACIFIC LAND & TIMBER CO.

APN 014-030-009

PROPERTY
LINE

483.59'

N87° 23' 16"W

L10

L9

L8

L7

L6

L5

SECTION 17

SECTION 16

EASEMENT LOCATION
Area = 17,251 Sq.Ft.
0.40 Acres +/-

N00° 11' 53"W

600.00'

APN 014-030-003

U.S.A.

NEVADA IRRIGATION DISTRICT

APN 014-030-010 S.C.

VOL. 373 OR PG. 194 N.C.R.

20ft

SECTION 17
SECTION 20

S85° 35' 52"E

L2

16

PASS RD.

HENNESSY

L1

20

21

P.O.B.

BASIS OF BEARINGS:
DEED RECORDED IN VOL. 373 PG. 194
OFFICIAL RECORDS NEVADA COUNTY.

NEVADA IRRIGATION DISTRICT

NEVADA AND SIERRA COUNTIES, CALIFORNIA

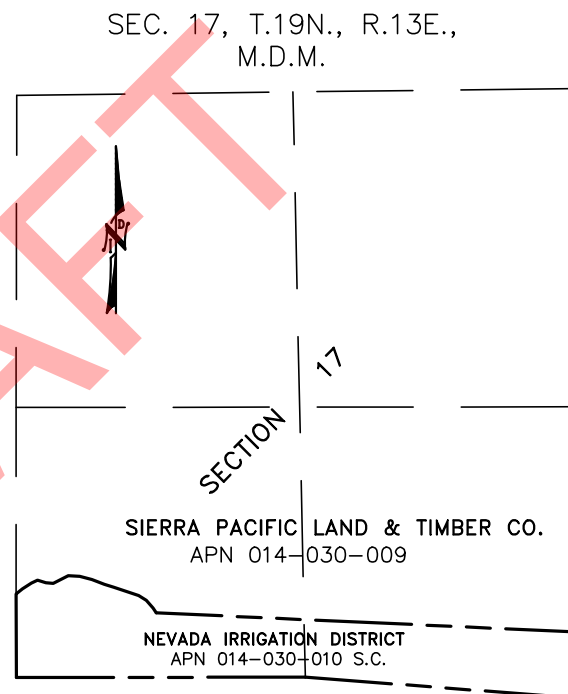
EXHIBIT 'B'

PROJECT FOR S.P.L.&T. Easements – Jackson Meadows
 THROUGH LAND OF Nevada Irrigation District

DATE January 31, 2019

SCALE: 1"=100'

Parcel Line Table		
Line #	Length	Direction
L1	47.31	N29° 27' 12"W
L2	49.20	N33° 37' 03"W
L3	62.90	N30° 43' 14"W
L4	30.34	N51° 11' 25"W
L5	81.00	N76° 55' 49"W
L6	61.63	N6° 24' 38"W
L7	84.29	N7° 29' 18"E
L8	42.31	N39° 05' 21"W
L9	94.07	N49° 12' 08"W
L10	56.49	N56° 35' 38"W



Curve Table			
Curve #	Length	Radius	Delta
C1	89.85	200.00	25°44'24"
C2	61.54	50.00	70°31'12"
C3	101.62	125.00	46°34'39"

BASIS OF BEARINGS:
 DEED RECORDED IN VOL. 373 PG. 194
 OFFICIAL RECORDS NEVADA COUNTY.