Staff Report
for the Board of Directors’ Meeting of December 10, 2014

TO: Board of Directors

FROM: Keane S. Sommers, Hydroelectric Manager
Gary King, Engineering Manager
Matthew Crowe, Senior Right of Way Agent

DATE: December 3, 2014

SUBJECT: Bowman-Spaulding Conduit Land Acquisition Project #6913
Fee Title & Easement Acquisition APN 64-190-03 & 64-190-04

ENGINEERING

RECOMMENDATIONS:
Continue public hearing from meeting of November 12, 2014; after hearing testimony, consider adopting Resolution No. 2014-52 (Declaring the Necessity for and Authorizing the Initiation of Eminent Domain Proceedings to Acquire Real Property Interests Required for Ongoing Operation of Nevada Irrigation District’s Bowman-Spaulding Conduit, on Nevada County Assessor Parcel Nos. 64-190-03 and 64-190-04, owned by Pacific Gas and Electric Company, a California Corporation).

BACKGROUND:

Current Status:
This item is continued from the Board meeting of November 12, 2014, in which NID staff described the necessity of the subject acquisition project. At that time, Staff asked the board to continue the hearing until the December 10 meeting before taking action, to accommodate PG&E’s request for more time to review and comment on the matter. Since November 12, NID staff and PG&E staff have reviewed the property NID must acquire in light of respective operational needs and obligations of Federal Energy Regulatory Commission (FERC) licensees. This review did not produce a conclusion in the matter.

The property has been appraised and NID has offered to purchase the property at the appraised value. That offer has not been accepted. Therefore, staff recommends that the board adopt this Resolution of Necessity authorizing the initiation of eminent domain proceedings. A similar approach was taken for the acquisition of lands underlying upper stretches of the Bowman Spaulding Conduit. In that case, PG&E cooperated in
achieving a stipulated judgment for condemnation. In this case, PG&E may oppose the acquisition, if it determines that the scope of the property interests to be acquired interferes with its operations and obligations under its FERC license for Project 2310.

In adopting this resolution, the NID Board must find the following four items:

1. The public interest and necessity require the Bowman-Spaulding Conduit Land Acquisition Project.
2. The Bowman-Spaulding Conduit Land Acquisition Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the Bowman-Spaulding Conduit Land Acquisition Project.
4. The offer required by section 7267.2 of the California Government Code has been made to the owner of record of the property to be acquired.

Staff remains available to discuss the project with PG&E and will continue to pursue a negotiated acquisition.

**Background restated from Staff Report of November 5, 2014:**

Nevada Irrigation District (NID) began construction of the Bowman-Spaulding Conduit System (B-S Conduit) in 1926. Since its completion in 1927, the B-S Conduit has been integral to NID’s delivery of water for consumptive, irrigation and hydroelectric purposes to Nevada, Placer and Yuba Counties. The entirety of the B-S conduit extends approximately 11 miles from the NID’s Bowman Reservoir to the intake for the Pacific Gas & Electric (PG&E) Lake Spaulding Powerhouse #3, crossing lands of the United States, PG&E and private land holdings.

This resolution relates to the real property interests necessary for NID’s B-S Conduit from Fuller Lake to the intake for Lake Spaulding Powerhouse #3. PG&E has held title to these parcels since 1912. PG&E has contractual recognized NID’s ownership of the B-S Conduit. NID has enjoyed a mutually beneficial relationship with PG&E in coordinating activity across PG&E property to operate, maintain and repair the B-S Conduit.

As an outcome of its 2001 bankruptcy filing, PG&E is subject to obligations under the bankruptcy court approved Land Conservation Commitment (LCC) and Settlement and Stipulation Agreement (SSA). The Stewardship Council, which oversees implementation of the LCC and SSA on PG&E lands, has recommended that PG&E grant a conservation easement (CE) across the subject property to the Bear Yuba Land Trust. The subject PG&E parcels are not currently encumbered by a conservation easement.

The real property interests in this resolution include fee interest for the land occupied by the canal and within NID’s FERC boundary, fee interest for a parcel occupied by NID’s maintenance building at Fuller Lake, and easement rights for the canal inlet, access and a spillway. These interests are necessary for NID’s ongoing and required operation, maintenance, repair and replacement of the B-S Conduit. It is staff’s recommendation...
that NID acquire these interests before the parcels are encumbered by a conservation easement, to secure NID’s senior rights in perpetuity and to preserve NID’s unfettered ability to meet its obligations for water delivery and its FERC license.

PG&E has discussed granting NID property rights for the B-S Conduit. PG&E has expressed their interests to retain the rights needed for its activities. In NID’s recent acquisition which involved two other nearby PG&E parcels, PG&E directed NID to use the eminent domain process. The condemnation action in court provides a balanced and proactive course for NID to reach a conclusion. Under the circumstances, staff recommends it as the preferred method of acquisition.

mc

Attachments:

From November 5, 2014 Staff Report:
- Resolution 2014-52 with Exhibits A-D and 1-9
- Copy of Appraisal Exhibit dated April 25, 2014
- Copy of Offer Letter dated August 12, 2014
- Copy of Notice of Intent dated October 30, 2014
- Bowman-Spaulding Conduit Below Fuller - Project Description & Statement of Necessity

New attachments to this report:
- Copy of PG&E Letter to NID dated November 10, 2014
- Copy of NID Supplemental Notice of Intent dated November 14, 2014
- Copy of NID Letter to PG&E dated November 14, 2014
DECLARING THE NECESSITY FOR AND AUTHORIZING THE INITIATION OF
EMINENT DOMAIN PROCEEDINGS TO ACQUIRE PROPERTY REQUIRED FOR
THE ONGOING OPERATION OF NEVADA IRRIGATION DISTRICT’S
BOWMAN-SPAULDING CONDUIT

After duly convened public hearing on the matter of the acquisition by eminent domain of property interests for the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project, the Board of Directors determines and declares as follows:

WHEREAS, the Bowman-Spaulding Conduit is a water conveyance facility owned, operated, and used by the Nevada Irrigation District and has been an integral part of the District water delivery system since 1927 and, as such, is and will continue to be necessary to furnish water in the District for consumptive use and for the generation of electric power and to otherwise carry out the District’s purposes; and

WHEREAS, the District owns and operates the Bowman-Spaulding Conduit as part of the infrastructure related to and required by FERC License 2266; and

WHEREAS, the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project provides for the merger of ownership of the water conveyance facility and ownership of the underlying, adjoining, and associated lands in the District, to ensure the continued operation and use of the water conveyance facility as part of the District water delivery system and for District purposes; and

WHEREAS, the District is authorized to acquire property by eminent domain for the furnishing of water for beneficial use or for the generation of electric power, under California Water Code section 22456; and

WHEREAS, the property to be acquired is situated in the county of Nevada and is outside of the District boundaries; and

WHEREAS, the District is authorized to acquire property by eminent domain outside of the territorial limits of the District for water or electric supply purposes, under California Code of Civil Procedure section 1240.125; and
WHEREAS, the extent and location of the property interests to be acquired for the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project are set forth in the fee title grant deed attached to this Resolution as Exhibit A, the maintenance building fee title grant deed attached to this Resolution as Exhibit B, the road easement deed attached as Exhibit C, and the spillway easement deed attached as Exhibit D, and are more particularly described and depicted in Exhibits 1 through 9, attached; and

WHEREAS, the property to be acquired is owned by Pacific Gas & Electric Company (PG&E), a California Corporation; and

WHEREAS, reasonable written personal notice of the Board’s intent to adopt this Resolution of Necessity and a reasonable opportunity to appear and be heard on matters referred to in Section 1240.030 were given to PG&E, in accordance with California Code of Civil Procedure section 1245.235; and

WHEREAS, the property to be acquired is currently appropriated to public use; and

WHEREAS, the use for which the property is to be taken by the District is a more necessary public use than the use to which the property is appropriated; the taking is authorized by California Code of Civil Procedure section 1240.610; and

WHEREAS, the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project involves negligible or no expansion of an existing use of the property to be acquired and will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not, therefore, subject to the California Environmental Quality Act; and

WHEREAS, the public interest and necessity require the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project; and

WHEREAS, the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and

WHEREAS, the property sought to be acquired is necessary for the Bowman-Spaulding Conduit Below Fuller - Land Acquisition Project; and

WHEREAS, the offer required by section 7267.2 of the California Government Code has been made to the owner of record of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED that the Nevada Irrigation District be, and is, authorized and empowered as follows:
1. To acquire in the name of Nevada Irrigation District property interests referred to above and described in Exhibits A, B, C, and D, and 1 through 9 attached hereto, pursuant to California Water Code section 22456 and the laws pertaining to eminent domain.

2. To prepare and prosecute in the name of the District such proceeding or proceedings in the proper court having jurisdiction thereof as are necessary for such adjudication.

3. To make application to the court for an order fixing the amount of security in the way of money deposits as said court may direct, and for an order permitting said Nevada Irrigation District to take possession and use of the property, or interests in property, for the District’s public project, prior to the entry of judgment.

4. To make deposits of security out of proper funds under the control of Nevada Irrigation District, in such amounts so fixed and determined and in such a manner as the District’s General Manager or his designee may direct.

**PASSED AND ADOPTED** by the Board of Directors of the Nevada Irrigation District at a regular meeting of the Board, held on the 10th day of December, 2014, by the following vote of the Board:

- **AYES:** Directors:
- **NOES:** Directors:
- **ABSENT:** Directors:
- **ABSTAINING:** Directors:

______________________________
President

______________________________
Board Secretary
Grant Deed

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in the unincorporated area of the County of Nevada, State of California, more particularly described in Exhibit “1” attached hereto and made a part hereof; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Bowman-Spaulding Conduit, a hydraulic conduit and appurtenant facilities extending from Bowman Reservoir to the header box of GRANTOR’s Spaulding 3 Power Plant, except for Fuller Lake, portions of said Bowman-Spaulding Conduit being situated within GRANTOR’s Lands described in Exhibit “1”; and

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

GRANTOR hereby GRANTS to DISTRICT all that real property identified as the BOWMAN SPAULDING CONDUIT, inclusive of all improvements, save and except the Fuller Lake Dam, hereinafter called Fee Title Lands, which are situated in the unincorporated area of the County of Nevada, State of California, as described in Exhibit “2” and shown on Exhibit “3” attached hereto and made a part hereof, and which constitute a portion of said GRANTOR’s Lands as described in Exhibit “1”.

Together with an exclusive easement upon, over, under, across, and through all that real property identified as the FULLER LAKE TO BS CONDUIT INLET AREA, hereinafter called Inlet Area, as described in Exhibit “2” and shown on Exhibit “3” attached hereto and made a part hereof, for the construction, installation, replacement, repair, operation, maintenance, monitoring, and protection of such facilities, appurtenances thereto and protection therefor, that DISTRICT may from time to time elect or deem necessary and reasonable for its water and hydroelectric power systems. The easement is exclusive, and said Inlet Area shall not be used or accessed for any purpose by GRANTOR or its successors or assigns or any other persons, except that GRANTOR may enter upon the Inlet Area as necessary for the following purposes, provided that GRANTOR’s activities do not interfere with the DISTRICT’s rights under this easement:
To maintain, repair, replace, and modify GRANTOR’s dam and other associated facilities, subject to GRANTOR giving reasonable notice to DISTRICT in advance of entry upon said Inlet Area for said purposes; and

2. to access GRANTOR’s lands adjoining; and

3. to provide access required for GRANTOR to comply with GRANTOR’s regulatory obligations of the Inlet Area and adjacent lands and facilities.

Also, together with associated easement rights on, over, under, through, and across said GRANTOR’s Lands immediately adjoining said Fee Title Lands and said Inlet Area to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, with people, tools, equipment, and material, and from time to time, to trim and to cut down and clear away any and all trees, brush and vegetation, as may be necessary and reasonable to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across said Fee Title Lands and said Inlet Area.

Also, together with easement rights to ingress to and egress from said Fee Title Lands, said Inlet Area and said associated easements with people, tools, equipment, and material to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, on, over and across said GRANTOR’s Lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR.

GRANTOR RESERVATION

GRANTOR reserves the right to harvest merchantable timber currently growing on the Fee Title Lands, and the right to reasonable ingress and egress to and from the said lands for such purpose, provided that:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain the timber in a healthy and safe condition and protect against injury to person or damage to property caused in whole or in part by any dangerous condition of the timber on the Fee Title Lands;
3. GRANTOR shall conduct its activities in such a manner as to avoid damage to DISTRICT’s property or operations on the Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work on the Fee Title Lands, including a description of the intended work, at least 45 days prior to the commencement of work, except in the case of an emergency, in which case notice shall be provided in such form and at such time as is reasonably practicable;
5. GRANTOR shall indemnify and hold DISTRICT harmless against any liability, loss, or claim for injury to or damage to the property of third persons arising out of GRANTOR’s exercise of rights reserved under this deed, except to the extent caused by DISTRICT’s negligence or willful misconduct or that of DISTRICT’s agents or other persons for whom DISTRICT is legally responsible.
6. GRANTOR shall not plant or replant trees or engage in any other activities on the Fee Title Lands, except as expressly authorized by this reservation;
7. DISTRICT may, at its expense and without payment of compensation to GRANTOR, remove trees from the Fee Title Lands as is reasonably necessary to its operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from the Fee Title Lands at least 45 days prior to the commencement of work, except in the case of an emergency, in which case notice shall be provided in such form and at such time as is reasonably practicable;
9. DISTRICT shall indemnify and hold GRANTOR harmless against any liability, loss, or claim for injury to or damage to the property of third persons arising out of DISTRICT’s removal of trees from the Fee Title Lands, except to the extent caused by GRANTOR’s active negligence or willful misconduct or that of GRANTOR’s agents or other persons for whom GRANTOR is legally responsible.
ASSIGNMENT
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

Signature: _________________________________________ ________ Date

Name: _________________________________________ (please print or type)

Title: _________________________________________ (please print or type)

ACCEPTANCE

NEVADA IRRIGATION DISTRICT

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 ________________ of said Board adopted on ___________________________.

Signature: _________________________________________ ________ Date

Name: _________________________________________ (please print or type)

Title: _________________________________________ (please print or type)
EXHIBIT “1”

THE LANDS DESCRIBED HEREIN ARE SITUATE WITHIN SECTION 16 AND SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, M.D.M., NEVADA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16.

(W ½, NW ¼ SECTION 16)

PTN. APN: 64-190-04

PARCEL TWO:

THE NORTHEAST QUARTER OF SAID SECTION 17.

(NE ¼ SECTION 17)

PTN. APN: 64-190-03
EXHIBIT “2”

Bowman Spaulding Conduit - Fee Title Lands Description

A strip of land traversing a portion of the west half of the northwest quarter of Section 16 and a portion of the northeast quarter of Section 17, Township 17 North, Range 12 East, M.D.M., Nevada County, California, said strip being a portion of the lands of the Pacific Gas and Electric Company, as said lands are described in Book 116 of Deeds, Page 63, Nevada County Records, recorded April 9, 1912, said strip being described as follows:

Commencing at the beginning of the Bowman Spaulding Conduit at the outlet of the canal inlet structure located at the northeasterly end of the Fuller Lake Dam situate within the northeast quarter of said Section 17;

Thence from said POINT OF COMMENCEMENT, a long said strip in a general southeasterly direction to the inlet of the header box of the Pacific Gas and Electric Company “Spaulding No. 3 Power Plant” situate within the west half of the northwest quarter of said Section 16, said header box inlet being the terminus of the Bowman / Spaulding Conduit and the end of the strip being herein described, the approximate alignment of said strip, together with its defined varying widths is shown on Exhibit “3” attached hereto and made a part hereof.

Together with the following described easement:

Fuller Lake to BS Conduit Inlet Area Easement Description

All that portion of the northeast quarter of Section 17, Township 17 North, Range 12 East, M.D.M., Nevada County, California, said portion being a portion of the lands of the Pacific Gas and Electric Company, as said lands are described in Book 116 of Deeds, Page 63, Nevada County Records, recorded April 9, 1912, said portion being delineated on Exhibit “3” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the Professional Land Surveyors Act on June 4, 2014.

Michael W. Caston, P.L.S. 6304

End of Description
NEVADA IRRIGATION DISTRICT
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT '3'

PROJECT FOR Bowman Spaulding Conduit—Fee Title Lands and Fuller Lake to BS Conduit Inlet Area
THROUGH LAND OF Pacific Gas and Electric

DATE June 4, 2014
SCALE: N/A

BOWMAN SPAULDING CONDUIT DETAIL "A"
NOT TO SCALE

BOWMAN SPAULDING CONDUIT DETAIL "B"
NOT TO SCALE

BOWMAN SPAULDING CONDUIT DETAIL "C"
NOT TO SCALE

ZION HILL TUNNEL
NOT TO SCALE

APPROXIMATE JORDAN CREEK WASTEWAY ALIGNMENT

JORDAN CREEK SIPHON
NOT TO SCALE

SECTION 17
T.17N, R.12E.

SECTION 16
T.17N, R.12E.

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PROFESSIONAL LAND SURVEYOR
M/CHAELE W. CASTON
6-4-14
EXP. 9-30-14
PLS-6304

STATE OF CALIFORNIA
Sht 3 of 5
FULLER LAKE TO BS CONDUIT INLET AREA
25,000± sq.ft. 0.57± acres

LEGEND

X P.G.&E. SURVEY MONUMENTS: 2" BRASS DISCS
LOCATED ON DAM AND STAMPED AS SHOWN ABOVE. THESE MONUMENTS HAVE BEEN USED
TO ALLOW RETRACEMENT/PLACEMENT OF THE PROPOSED AREA BOUNDS WITH A RECORD OF
SURVEY UPON THE FINAL PROPERTY ACQUISITION.
Grant Deed

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in the unincorporated area of the County of Nevada, State of California, more particularly described in Exhibit “1” attached hereto and made a part hereof; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Bowman-Spaulding Conduit, a hydraulic conduit and appurtenant facilities extending from Bowman Reservoir to the header box of GRANTOR’s Spaulding 3 Power Plant, except for Fuller Lake, portions of said Bowman-Spaulding Conduit being situated within GRANTOR’s Lands described in Exhibit “1”; and

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

GRANTOR hereby GRANTS to DISTRICT all that real property identified as the FULLER LAKE MAINTENANCE BUILDING SITE, inclusive of all improvements, hereinafter called Fee Title Lands, which are situated in the unincorporated area of the County of Nevada, State of California, as described in Exhibit “4” and shown on Exhibit “5” attached hereto and made a part hereof, and which constitute a portion of said GRANTOR’s Lands as described in Exhibit “1”.

Together with an easement on, over, under, through, and across said GRANTOR’s Lands immediately adjoining the Fee Title Lands to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, with people, tools, equipment, and material, and from time to time, to trim and to cut down and clear away any and all trees, brush and vegetation, as may be necessary and reasonable to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across the Fee Title Lands.

Also, together with the rights to ingress to and egress from the Fee Title Lands and the associated easement lands described above, with people, tools, equipment, and material to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, on, over and across said GRANTOR’s Lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR.
GRANTOR RESERVATION

GRANTOR reserves the right to harvest merchantable timber currently growing on the Fee Title Lands, and the right to reasonable ingress and egress to and from the said lands for such purpose, provided that:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain the timber in a healthy and safe condition and protect against injury to person or damage to property caused in whole or in part by any dangerous condition of the timber on the Fee Title Lands;
3. GRANTOR shall conduct its activities in such a manner as to avoid damage to DISTRICT’s property or operations on the Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work on the Fee Title Lands, including a description of the intended work, at least 45 days prior to the commencement of work, except in the case of an emergency, in which case notice shall be provided in such form and at such time as is reasonably practicable;
5. GRANTOR shall indemnify and hold DISTRICT harmless against any liability, loss, or claim for injury to or damage to the property of third persons arising out of GRANTOR’s exercise of rights reserved under this deed, except to the extent caused by DISTRICT’s negligence or willful misconduct or that of DISTRICT’s agents or other persons for whom DISTRICT is legally responsible.
6. GRANTOR shall not plant or replant trees or engage in any other activities on the Fee Title Lands, except as expressly authorized by this reservation;
7. DISTRICT may, at its expense and without payment of compensation to GRANTOR, remove trees from the Fee Title Lands as is reasonably necessary to its operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from the Fee Title Lands at least 45 days prior to the commencement of work, except in the case of an emergency, in which case notice shall be provided in such form and at such time as is reasonably practicable;
9. DISTRICT shall indemnify and hold GRANTOR harmless against any liability, loss, or claim for injury to or damage to the property of third persons arising out of DISTRICT’s removal of trees from the Fee Title Lands, except to the extent caused by GRANTOR’s active negligence or willful misconduct or that of GRANTOR’s agents or other persons for whom GRANTOR is legally responsible.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

Signature: _________________________________________  ________
Date

Name: _________________________________________
(please print or type)

Title: _________________________________________
(please print or type)
ACCEPTANCE

NEVADA IRRIGATION DISTRICT

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 ________________ of said Board adopted on ___________________________.

Signature: _________________________________________  ________

Date

Name: _________________________________________

(please print of type)

Title: _________________________________________

(please print or type)
EXHIBIT "1"

THE LANDS DESCRIBED HEREIN ARE SITUATE WITHIN SECTION 16 AND SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, M.D.M., NEVADA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16.

(W ½, NW ¼ SECTION 16)

PTN. APN: 64-190-04

PARCEL TWO:

THE NORTHEAST QUARTER OF SAID SECTION 17.

(NE ¼ SECTION 17)

PTN. APN: 64-190-03
EXHIBIT “4”

Fuller Lake Maintenance Building Site - Fee Title Lands Description

All that portion of the northeast quarter of Section 17, Township 17 North, Range 12 East, M.D.M., Nevada County, California, said portion being a portion of the lands of the Pacific Gas and Electric Company, as said lands are described in Book 116 of Deeds, Page 63, Nevada County Records, recorded April 9, 1912, said portion being delineated on Exhibit “5” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the Professional Land Surveyors Act on June 4, 2014.

Michael W. Caston, P.L.S. 6304

End of Description
FULLER LAKE TO BS CONDUIT INLET AREA

BOWMAN SPAULDING CONDUIT PER DOC. No.

FULLER LAKE DAM

ASSUMED N 54°00'00" E 163.12

"FU-1"

FULLER LAKE MAINTENANCE BUILDING SITE = 36,000± sq. ft.
0.83± acres

P.G. & E.
116 DEEDS 63
AP 64-190-03

LEGEND

P.G.&E. SURVEY MONUMENTS: 2" BRASS DISCS LOCATED ON DAM AND STAMPED AS SHOWN ABOVE. THESE MONUMENTS HAVE BEEN USED TO ALLOW RETRACTION/PLACEMENT OF THE PROPOSED AREA BOUNDS WITH A RECORD OF SURVEY UPON THE FINAL PROPERTY ACQUISITION.
ROAD EASEMENT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in the unincorporated area of the County of Nevada, State of California, more particularly described in Exhibit “1” attached hereto and made a part hereof; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Bowman-Spaulding Conduit, a hydraulic conduit and appurtenant facilities extending from Bowman Reservoir to the header box of GRANTOR’s Spaulding 3 Power Plant, except for Fuller Lake, portions of said Bowman-Spaulding Conduit being situated within GRANTOR’s Lands described in Exhibit “1”;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged GRANTOR, hereby grants to DISTRICT a permanent easement and right-of-way for pedestrian, vehicle, and equipment access to and from DISTRICT’s Bowman-Spaulding Conduit System on, over, under and across those certain lands identified as ACCESS ROAD A, ACCESS ROAD B, ACCESS ROAD C, and ACCESS ROAD D, hereinafter called Road Areas, situated in the unincorporated area, County of Nevada, State of California, as described in Exhibit “6” and shown on Exhibit “7” attached hereto and made a part hereof, and which constitute a portion of said GRANTOR’s Lands as described in Exhibit “1”.

Together with the rights to ingress to and egress from the DISTRICT’s Bowman-Spaulding Conduit System with people, tools, vehicles, equipment, and material to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, on, over and across said GRANTOR’s Lands described in Exhibit “1” by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR.

GRANTOR further grants to DISTRICT within the above described Road Areas, the following:

   a) the rights to excavate for, install, replace, relocate, improve, inspect, operate, patrol, maintain and use such roadway and access facilities and appurtenances, including
b) drainage control, for use in connection with said facilities and adequate protection therefore, as the DISTRICT shall from time to time elect;

c) the right of grading said Road Areas for the full width thereof;

d) the right from time to time to trim and to cut down and clear away any and all trees, brush and vegetation now or hereafter on, over, or under said Road Areas, without payment of additional compensation to GRANTOR;

e) the right to install, maintain and use gates in all fences which now or hereafter cross said Road Areas;

INDEMNIFICATION

DISTRICT shall indemnify and hold PG&E harmless against any liability, loss, or claim for injury to or damage to the property of third persons arising out of DISTRICT's use and exercise of the rights granted under said Road Easement, except to the extent caused by PG&E's negligence or willful misconduct or that of PG&E's agents or other persons for whom PG&E is legally responsible.

RESERVATION BY GRANTOR

GRANTOR reserves the right to make use of said Road Areas for purposes which will not interfere with the DISTRICT's full enjoyment of the rights granted hereby.

CHARACTER OF EASEMENT

This easement is appurtenant to the lands and property rights and interests held by DISTRICT.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

Signature: ____________________________________________ Date

Name: ________________________________________________

(please print or type)

Title: ________________________________________________

(please print or type)
ACCEPTANCE

NEVADA IRRIGATION DISTRICT

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 _______________of said Board adopted on ___________________________.

Signature: _________________________________________ ________

Date

Name: _________________________________________

(please print or type)

Title: _________________________________________

(please print or type)
EXHIBIT “1”

THE LANDS DESCRIBED HEREIN ARE SITUATE WITHIN SECTION 16 AND SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, M.D.M., NEVADA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:
THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16.
(W ½, NW ¼ SECTION 16)
PTN. APN: 64-190-04

PARCEL TWO:
THE NORTHEAST QUARTER OF SAID SECTION 17.
(NE ¼ SECTION 17)
PTN. APN: 64-190-03
EXHIBIT “6”

Road Easement Description

Four (4) “Road Areas” 30.00 feet in width, along, over and across existing roadways traversing portions of the west half of the northwest quarter of Section 16 and portions of the northeast quarter of Section 17, Township 17 North, Range 12 East, M.D.M., Nevada County, California, said “Road Areas” being portions of the lands of the Pacific Gas and Electric Company, as said lands are described in Book 116 of Deeds, Page 63, Nevada County Records, recorded April 9, 1912, the approximate alignments of said “Road Areas” which are being identified herein as Access Road “A”, Access Road “B”, Access Road “C” and Access Road “D”, are delineated on Exhibit “7” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the Professional Land Surveyors Act on June 4, 2014.

Michael W. Caston,  P.L.S. 6304

End of Description
NEVADA IRRIGATION DISTRICT
NEVADA AND PLACER COUNTIES, CALIFORNIA
EXHIBIT '7'

PROJECT FOR Bowman Spaulding Conduit
Road Easement
THROUGH LAND OF Pacific Gas and Electric

DATE June 4, 2014
SCALE: 1"=600'

AP 64-140-13

FIELD NOTES

ACCESS ROAD 'A'
8,000± sq. ft.
0.18± acres

ACCESS ROAD 'C'
47,000± sq. ft.
1.08± acres

ACCESS ROAD 'B'
69,000± sq. ft.
1.58± acres

FULLER LAKE

ACCESS ROAD 'D'
14,000± sq. ft.
0.32± acres

BOWMAN LAKE ROAD

JORDAN CREEK

SECTION 17
T.17N., R.12E.

P.G. & E.
116 DEEDS 63
AP 64-190-03

P.G. & E.
116 DEEDS 63
AP 64-190-04

SCALE: 1"=600'
SECS. 16 & 17, T.17N., R.12E.
M.D.M.

© LAND 3D Projects 2013, BOWMAN_SPALDING_CANAL_Easement\Fuller to Spaulding.dwg

Sht 2 of 2
SPILLWAY EASEMENT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in the unincorporated area of the County of Nevada, State of California, more particularly described in Exhibit “A” attached hereto and made a part hereof; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Bowman-Spaulding Conduit, a hydraulic conduit and appurtenant facilities extending from Bowman Reservoir to the header box of GRANTOR’s Spaulding 3 Power Plant, except for aspects of Fuller Lake, portions of said Bowman-Spaulding Conduit being situated within GRANTOR’s lands described in Exhibit “1”;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GRANTOR, hereby grants to DISTRICT a permanent easement for the rights to spill, discharge, and flow water unobstructed and without limitation as to volume, velocity, timing, duration, source, or cause from the Bowman-Spaulding Conduit and appurtenances on, over, under and across those certain lands identified as JORDAN CREEK WASTEWAY, hereinafter called Spillway Area, which are situate in the unincorporated area, County of Nevada, State of California, as described in Exhibit “8” and shown on Exhibit “9” attached hereto and made a part hereof, and which constitute a portion of said GRANTOR’s Lands described in Exhibit “1”;

GRANTOR further grants to the DISTRICT within the above described Spillway Area, the following:

a) the rights to excavate for, install, replace, stabilize, rehabilitate, relocate, improve, inspect, operate, patrol, maintain, and use such facilities as the DISTRICT shall time to time elect for conveying water, together with adequate protection for said facilities and for adjacent lands,

b) the right from time to time to trim and to cut down and clear away any and all trees, brush and vegetation now or hereafter on said Spillway Area. No payment shall be due the GRANTOR for timber, brush or vegetation removed by the DISTRICT;
c) the right to install, maintain and use gates in all fences which now or hereafter cross said Spillway Area;

d) the right to ingress and egress across GRANTOR’s property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

Signature: _________________________________________

Name: _________________________________________

(please print or type)

Title: _________________________________________

(please print or type)

NEVADA IRRIGATION DISTRICT

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 ________________ of said Board adopted on ___________________________.

Signature: _________________________________________

Name: _________________________________________

(please print of type)

Title: _________________________________________

(please print or type)
EXHIBIT "1"

THE LANDS DESCRIBED HEREIN ARE SITUATE WITHIN SECTION 16 AND SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, M.D.M., NEVADA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16.
(W ½, NW ¼ SECTION 16)
PTN. APN: 64-190-04

PARCEL TWO:

THE NORTHEAST QUARTER OF SAID SECTION 17.
(NE ¼ SECTION 17)
PTN. APN: 64-190-03
EXHIBIT "8"

Jordan Creek Wasteway

A "Spillway Area", 100.00 feet in width, over and across a portion of the west half of the northwest quarter of Section 16 and a portion of the northeast quarter of Section 17, Township 17 North, Range 12 East, M.D.M., Nevada County, California, said "Spillway Area" being a portion of the lands of the Pacific Gas and Electric Company, as said lands are described in Book 116 of Deeds, Page 63, Nevada County Records, recorded April 9, 1912, said "Spillway Area" being identified herein as the Jordan Creek Wasteway and described as follows:

Commencing at the Bowman Spaulding Conduit canal outlet structure for said Jordan Creek Wasteway, which is immediately upstream from the inlet to the Jordan Creek Siphon;

Thence from said POINT OF COMMENCEMENT, along a spillway channel, northerly, northeasterly and easterly to the thread of Jordan Creek and the end of the easement being herein described, the approximate location of said "Spillway Area" is shown on Exhibit "9" attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the Professional Land Surveyors Act on June 4, 2014.

Michael W. Caston, P.L.S. 6304

End of Description
NOTE: FOR AREA CALCULATIONS SEE SHEET 2 OF 2
BOWMAN SPAULDING CONDUIT
342,000± sq. ft.

ACCESS ROAD 'A'
8,000± sq. ft.

ACCESS ROAD 'B'
69,000± sq. ft.

ACCESS ROAD 'C'
47,000± sq. ft.

ACCESS ROAD 'D'
14,000± sq. ft.

JORDAN CREEK WASTEWAY
33,000± sq. ft.

GARAGE AREA
36,000± sq. ft.

INTAKE CONTROL STRUCTURE AREA
25,000± sq. ft.
August 12, 2014

Cesar V. Alegria, Jr.
Law Department
Pacific Gas and Electric Company
77 Beale Street, #B-30A
San Francisco, CA 94105

Re: Bowman-Spaulding Conduit - Real Property Interest Acquisition
Affecting PG&E Parcels - Nevada County APN: 64-190-03 and 64-190-04

Dear Mr. Alegria:

Pursuant to prior discussions between PG&E and NID, please find herewith NID’s offer for the fee and easement interests sought by NID for the Bowman-Spaulding Conduit System.

This letter along with the enclosed documents constitutes NID’s offer of $2,700 for the subject interests identified herein affecting PG&E’s property. The enclosed documents include the following:

- "Grant Deed" (Bowman-Spaulding Conduit System)
- "Grant Deed" (Fuller Lake Maintenance Building Site)
- "Spillway Easement Deed"
- "Road Easement Deed"

This offer is expressly conditioned on PG&E’s cleanup of site contamination (should any exist) within the fee and easement areas described in the enclosed deeds.

This offer is conditioned upon execution by the parties of a Fee and Easement Purchase Agreement with terms acceptable to the parties.

To assist PG&E in evaluating NID’s offer, please note that NID is obligated to offer to PG&E reimbursement for the reasonable costs of an appraisal ordered by PG&E pursuant to Civil Code of Procedure Section §1263.025. If PG&E’s appraiser opines a different value from that offered herein, NID will consider this report and may adjust its offer based on the additional information.
Cesar V. Alegria, Jr.
Pacific Gas and Electric Company
August 5, 2014

Please contact me to discuss NID's offer and PG&E's response. I may be reached at (530) 273-6185 ext. 234, crowe@nidwater.com and the address above. Thank you for your cooperation and consideration of this matter.

Respectfully submitted,

[Signature]

Matthew Crowe
Senior Right-of-Way Agent

Enclosures

MC/tr

cc:

M. Anthony Soares, Esq.
Minasian, Spruance, Meith, Soares & Sexton, LLP
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965
October 30, 2014

NEVADA COUNTY
APN 64-190-03 & 64-190-04

Pacific Gas and Electric
c/o Cesar Alegria, Esq.
PG&E/Law Dept
77 Beale St #B-30A
San Francisco, CA 94105

NOTICE

YOU ARE HEREBY NOTIFIED that on November 12, 2014, the governing body of Nevada Irrigation District will consider for adoption, and may adopt, a resolution of necessity authorizing eminent domain proceedings to be commenced against Pacific Gas and Electric, a California Corporation for the acquisition of certain real property for aspects of the Bowman Spaulding Conduit System, being a portion of the Nevada Irrigation District’s water conveyance and hydroelectric system. The real property owned by Pacific Gas and Electric, which is the proposed subject of eminent domain proceedings, is more particularly described in the two (2) Grant Deeds, Road Easement Deed, and Spillway Easement Deed, all attached hereto and incorporated by reference herein.

YOU ARE FURTHER NOTIFIED that the governing body of Nevada Irrigation District will be considering all of these matters set forth and referred to in California Code of Civil Procedure, 1240.030 consisting of the following:

1. The public interest and necessity require the project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the project.

The property that is the subject of the resolution is currently appropriated to a public use and is sought to be acquired for a more necessary public use, pursuant to California Code of Civil Procedure, 1240.610 et seq.

The Nevada Irrigation District Board of Directors meeting is scheduled for 9:00 a.m., November 12, 2014. The Board of Directors will consider and may adopt said resolution of necessity at this meeting. There is no set time for this agenda item so it will be heard in the course of business during the meeting.
You have the right to appear and be heard on the matters referred to in Section 1240.030, restated above, and Section 1240.610 et seq. If you wish to appear and be heard regarding the resolution, but are unable to do so on November 12, 2014, please notify the undersigned not later than November 7, 2014.

Please direct any inquiries in this matter to Nevada Irrigation District, 1036 W. Main Street, Grass Valley, CA 95945.

Matthew Crowe, Senior Right-of-Way Agent
Nevada Irrigation District

Enclosures

cc:
Lisa Francis Tassone
Jon Wilcox
Senior Land Consultant
Pacific Gas and Electric
2730 Gateway Oaks Dr., Suite #220
Sacramento, CA 95833

Mr. Anthony Soares, Esq.
Minasian, Meith, Soares, Sexton & Cooper, LLP
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965-1679
Bowman Spaulding Conduit Below Fuller – Project Description & Statement of Necessity

The following statements illustrate the necessity of the Bowman-Spaulding Conduit System and this Project as an integral component of the District water delivery system for consumptive and power generation uses:

- The Bowman - Spaulding Conduit facility conveys water flows from the District’s Bowman Reservoir and Dam to PG&E’s Lake Spaulding.

- The Bowman - Spaulding Conduit facility imports water from the Middle Yuba and South Yuba watersheds and serves as the critical link between these watersheds and District beneficial uses.

- The Bowman - Spaulding Conduit facility has a capacity of 300 cubic feet per second (cfs) and is the only facility that allows for the transportation of water from where the majority of the District’s water is diverted and stored to where it is beneficially used.

- The District could only meet a fraction of its current obligations without the reliability of supply delivered via the Bowman-Spaulding Conduit.

- There are no alternatives by which the District could meet the needs served by the Bowman - Spaulding Conduit. Much of the stretch involved in this project was originally constructed in 1926-27, and canal was operating in 1927.

- The Bowman - Spaulding Conduit System was modified and reconstructed to current operating conditions in the 1960’s with FERC license 2266, including rehabilitation of typical canal cross-section and spillways, and replacement of Jordan Creek Siphon.

- It is not feasible to replace or relocate the function of the Bowman - Spaulding Conduit with alternative systems, due to size, length, cost, and contractual obligations to transport water of another other party (PG&E) served by the Bowman - Spaulding Conduit.
Bowman Spaulding Conduit Below Fuller – Project Description & Statement of Necessity

Project real property rights are necessary for District to properly operate, maintain and repair the Bowman-Spaulding Conduit and its appurtenant facilities:

- District requires the real property rights included in the resolution to perpetuate its current unfettered ability to operate and maintain facilities needed to meet District obligations for water delivery, power generation, and FERC license requirements.

- Project acquisitions will protect District activities and facilities from potential conflicts involving the impending interests of new third party stakeholders upon PG&E’s grant of a Conservation Easement encumbering the subject properties.

- The structures and activities associated with Fuller Lake Maintenance Building site and the inlet at Fuller Lake perpetuate existing District operations and facilities.

- Ingress and egress rights are needed for access to operate and maintain the Bowman-Spaulding Conduit and appurtenant facilities.

- The Project spillway flowage rights are needed for continued use of the Jordan Creek Spillway to control flows in the canal and, to dewater the canal as the District deems appropriate.

- Project real property rights are needed in order to accomplish requirements of the District’s FERC license (2266).

Subject PG&E Parcels

- PG&E parcels are: Nevada County APNs 64-190-03 & 64-190-04

- PG&E acquired the parcels in 1912.

- PG&E has acknowledged NID’s ownership of the B-S Conduit System by contract since 1924, leading to District construction in 1926 and start of operations in 1927.

- PG&E and NID contractual relationships and obligations require the District’s continued operation of the B-S Conduit System.

- As part of its Bankruptcy Settlement Agreement, PG&E is obligated to grant a Conservation Easement (CE) covering the subject parcels, under oversight and recommendations of the Stewardship Council. The Stewardship Council identifies the subject PG&E parcels as parcel 810 in its Lake Spaulding Planning Unit.

- The District needs to secure its senior rights for the B-S Conduit System on these parcels to avoid conflicts with PG&E’s successors in interest or any party with which PG&E must share interests in the subject parcels.
Bowman Spaulding Conduit Below Fuller – Project Description & Statement of Necessity
Bowman Spaulding Conduit Below Fuller – Project Description & Statement of Necessity

Project Proposed Acquisitions

- GRANT DEED – Fee Title within the FERC Boundary along the Bowman – Spaulding Conduit (7.85 ± Acres), plus certain appurtenant easement rights.

- GRANT DEED – Fee Title within the parcel for the Fuller Lake Maintenance Building (0.85 ± Acres).

- ROAD EASEMENT DEED – required for continued access to the canal and appurtenant facilities (3.16 ± Acres).

- SPILLWAY EASEMENT DEED – required for continued rights for flowage and related operation or maintenance activities (0.76 ± Acres).

Project CEQA Compliance

- This project does not involve a change or expansion of the use of the property to be acquired. Rights in the spill channels are being acquired to accommodate compliance with future FERC requirements. When the future requirements are implemented, any required activity will be reviewed following the appropriate CEQA process.

Project Acquisition Activities

- District staff identified potential interests for acquisition and communicated those interests to PG&E and the Stewardship Council in 2011 and in subsequent communications through the present.

- District staff briefed the board on the Stewardship Council process on February 22, 2012.

- District staff defined Project interests to be acquired and obtained an independent appraisal dated June 24, 2014.

- District staff tendered an offer to PG&E for project interests on August 12, 2014 based upon June 24, 2014 appraisal.

- District staff met with PG&E staff to review Project acquisition offer on October 16, 2014. NID staff reiterated that NID anticipated following the condemnation process to conclude acquisition. PG&E concerns include PG&E retaining rights within PG&E’s FERC boundaries for PG&E’s operations and obligations and ability for PG&E to access and operate on their property. NID staff confirmed NID’s recognition of PG&E’s operational needs and that the language in the subject deeds reserve such rights for PG&E to continue operations.

- District mailed the Notice of Intent to consider adoption of RON to PG&E on October 30, 2014.
November 10, 2014

VIA EMAIL AND FACSIMILE

Mr. Matthew Crowe
Nevada Irrigation District
Right of Way Department
1036 W. Main Street
Grass Valley, CA 95945-5425
[crowe@nidwater.com]
Fax (530) 477-2646]

Re: NID Notice of Intent for Bowman-Spaulding Conduit Land Acquisition Project No. 6913 — Fee Title and Easement Acquisition

Dear Mr. Crowe,

By this letter, PG&E requests that NID remove its proposed Bowman-Spaulding Project No. 6913 from its November 12, 2014 Board meeting agenda.

As discussed on November 6, 2014, PG&E and NID agree that additional time is needed to review the matter in the context of applicable laws and regulations before it is presented to NID’s Board.

Sincerely,

David M. Ward
Principle Project Manager
Pacific Gas & Electric Company
cc:

M. Anthony Soares, Esq.
Minasian, Spruance, Meith, Soares & Sexton. LLP
1681 Bird Street
PO Box 1679
Oroville, CA 95965

Alvin Thoma, PG&E
Catherine Watkins, PG&E
Jon Wilcox, PG&E
November 14, 2014

NEVADA COUNTY
APN 64-190-03 & 64-190-04

Pacific Gas and Electric Company
c/o Cesar Alegria, Esq.
PG&E/Law Dept
77 Beale St #B-30A
San Francisco, CA 94105

SUPPLEMENTAL NOTICE (to NOTICE dated October 30, 2014)

YOU ARE HEREBY NOTIFIED that on December 10, 2014, the governing body of Nevada Irrigation District will consider for adoption, and may adopt, a resolution of necessity authorizing eminent domain proceedings to be commenced against Pacific Gas and Electric, a California Corporation for the acquisition of certain real property for aspects of the Bowman Spaulding Conduit System, being a portion of the Nevada Irrigation District’s water conveyance and hydroelectric system. The real property owned by Pacific Gas and Electric, which is the proposed subject of eminent domain proceedings, is more particularly described in the attachments to the NOTICE dated October 30, 2014 and are incorporated by reference herein.

YOU ARE FURTHER NOTIFIED that the governing body of Nevada Irrigation District will be considering all of these matters set forth and referred to in California Code of Civil Procedure, 1240.030 consisting of the following:

1. The public interest and necessity require the project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The property sought to be acquired is necessary for the project.

The property that is the subject of the resolution is currently appropriated to a public use and is sought to be acquired for a more necessary public use, pursuant to California Code of Civil Procedure, 1240.610 et seq.

The Nevada Irrigation District Board of Directors meeting is scheduled for 9:00 a.m., December 10, 2014. The Board of Directors will consider and may adopt said resolution of necessity at this meeting. There is no set time for this agenda item so it will be heard in the course of business during the meeting.
You have the right to appear and be heard on the matters referred to in Section 1240.030, restated above, and Section 1240.610 et seq. Your failure to file a written request to appear and be heard within 15 days after this notice was mailed (the date of this notice) will result in waiver of the right to appear and be heard.

Please direct any inquiries in this matter to Nevada Irrigation District, 1036 W. Main Street, Grass Valley, CA 95945.

Matthew Crowe, Senior Right-of-Way Agent
Nevada Irrigation District

Nov 14, 2014

Date

cc:

Lisa Francis Tassone

Jon Wilcox
Senior Land Consultant
Pacific Gas and Electric Company
2730 Gateway Oaks Dr., Suite #220
Sacramento, CA 95833

David M. Ward
Principle Project Manager
Pacific Gas and Electric Company
343 Sacramento Street
Auburn, CA 95603

Mr. Anthony Soares, Esq.
Minasian, Meith, Soares, Sexton & Cooper, LLP
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965-1679
November 14, 2014

David M. Ward  via email and US Mail
Principle Project Manager
Pacific Gas and Electric Company
343 Sacramento Street
Auburn, CA 95603
(DMW4@pge.com)

RE: NID Notice of Intent for Bowman-Spaulding Conduit Land Acquisition Project No. 6913 - Fee Title and Easement Acquisition

Dear Mr. Ward:

This will acknowledge receipt of your letter of November 10, 2014 requesting removal of the foregoing described matter from the November 12, 2014 NID Board meeting agenda.

As the matter was formally agendized, it could not be removed. The President of the Board opened the hearing, and following my staff report, requested any public comments. Hearing none, in response to your request, no action was taken on the Resolution of Necessity, and the President continued the public hearing until the NID Board meeting on December 10, 2014.

A Supplemental Notice of Intent regarding the action to be considered on December 10th has been sent to Mr. Alegria. I am attaching a copy of that Supplemental Notice for your information.

Copies of the supporting documentation were provided to PG&E with the original Notice of Intent, and there has not been any change in those documents. However, if you need another copy, please advise.

Sincerely,

[Signature]

Matthew Crowe
Senior Right of Way Agent

Cc: Cesar Alegria

Enclosure