

Staff Report

for the Board of Directors' Meeting of October 25, 2017

TO: Board of Directors

FROM: Gary D. King, PhD, PE, Engineering Manager
Matthew Crowe, Senior Right of Way Agent

DATE: October 18, 2017

SUBJECT: Dutch Flat No. 2 and Chicago Park Systems Real Property Acquisition Project #6927 Acquisition of Fee Title & Easement Interests Affecting lands of Pacific Gas and Electric Company (PG&E) in Nevada and Placer Counties

ENGINEERING

RECOMMENDATION:

Adopt Resolution No. 2017-33 (Declaring necessity and authorizing eminent domain proceedings for the acquisition of real property for a public project known as the Dutch Flat No. 2 and Chicago Park Systems Real Property Acquisition Project –

on Nevada County Assessor Parcel Numbers:

65-220-02, 65-220-13, 65-220-17, 65-220-18, 65-220-19, 65-230-18, 65-230-16, 65-230-29, 65-250-03-003, 65-240-31 and 65-240-33

on Placer County Assessor Parcel Numbers:

062-020-001-520, 062-020-003-000, 062-020-020-510, 062-020-005, 062-040-016 and 062-040-018

owned by Pacific Gas and Electric Company, A California Corporation.)

BACKGROUND:

The subject resolutions are a continuation of the Nevada Irrigation District (NID) Dutch Flat No. 2 and Chicago Park Systems Real Property Acquisition Project (*DF2-CP Acquisition Project*) to secure property rights that are necessary for the Dutch Flat No. 2 Conduit and the Chicago Park Conduit Systems (*DF2-CP Systems*). The *DF2-CP Acquisition Project* involves several PG&E properties along the Bear River in Nevada and Placer Counties. The subject acquisitions are forwarded separately so that they may proceed independently and unaffected by constraints that may occur on other PG&E properties or project acquisitions.

The *DF2-CP Systems* for water delivery and power generation were developed by NID, in the 1960's, along the Bear River, as part of its Yuba-Bear Hydroelectric Project under Federal Energy Regulatory Commission (FERC) License No. 2266. These systems include hydraulic conduits, reservoirs, the Dutch Flat No. 2 powerhouse and appurtenant facilities extending from NID's Dutch Flat No. 2 Flume Intake at PG&E's Drum Afterbay to NID's Chicago Park Powerhouse (see Overview Map & Facility Descriptions). Some of NID's facilities and operations are situated on PG&E property. After completing this project as proposed, NID will own the land underlying the subject conduits and reservoirs and will hold easements for appurtenant facilities, e.g. roads and spillways, on PG&E properties.

Staff identified the interests sought in the *DF2-CP Acquisition Project* because they are needed to ensure property rights for the continued operation of NID's hydroelectric division water storage and delivery systems and to comply with its FERC License No. 2266.

NID and PG&E are each relicensing their respective FERC projects. NID's Yuba-Bear Project – FERC License 2266 – information may be reviewed by visiting NID's website <http://www.eurekasw.com/NID/default.aspx>. PG&E's Drum-Spaulding Project – FERC License 2310 – information may be reviewed by visiting the website – <http://www.eurekasw.com/DS/default.aspx>.

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 conservation easements (CE) across the subject properties to the Bear Yuba Land Trust and the Placer Land Trust. The PG&E parcels that are affected by this *DF2-CP Acquisition Project* are not currently encumbered by any CEs.

NID's May 11, 2017 revised offer to PG&E for the subject interests, included reservations which address PG&E concerns for its continued operations within or adjacent to the areas NID seeks to acquire.

The areas and property interests which NID seeks to acquire are described in the attached resolutions and deed exhibits.

Resolution No. 2017 – 33 covers NID's proposed acquisition of fee and easement rights described in the attached Grant Deeds (Exhibits A - E), including the *Dutch Flat No.2 Forebay "Flooding Area", "Penstock" and "Penstock Road"; Dutch Flat Afterbay "Flooding Areas 2 through 8"; Chicago Park Conduit "Segments 1 through 6" and "Intake Wasteway"; Little York Basin "Access Road 1 & 2", Chicago Park Powerhouse Road and Little York Spillway.*

NID holds easements for the *Dutch Flat No.2 Forebay "Flooding Area", Dutch Flat No.2 Penstock, Dutch Flat Afterbay "Flooding Areas 2 through 8", Chicago Park Conduit "Segments 1 through 6", Chicago Park Conduit "Intake Wasteway", Little York Basin "Access Road 1 & 2", Chicago Park Powerhouse Road and Little York*

Spillway, Dutch Flat No.2 Conduit "Segment 1", Dutch Flat 2 Afterbay "Flooding Area #1". NID staff has determined that its current easement interests are insufficient for ongoing and future requirements of the facilities. NID ownership of these lands in fee will minimize risks from actual interference with NID operations that may arise from PG&E, its agents, successors or grantees, and would reduce potential disputes and litigation that might occur among multiple owners or interest holders as to their respective rights in the subject land.

NID does not possess permanent rights on PG&E lands for the *Dutch Flat No.2 Penstock Road, Little York Basin "Access Road 1 & 2", Chicago Park Powerhouse Road and Little York Spillway.* Previously, NID's operations on these roads and the spillway have been conducted under NID's operating agreements with PG&E. NID seeks to secure these permanent easement rights to use and maintain the road, spillway and appurtenant facilities. By obtaining these rights, NID will reduce potential disputes and litigation that might occur among multiple interest holders as to their respective rights in the subject land.

Staff recommends that NID acquire each of these interests in advance of above mentioned CEs or other future encumbrance upon PG&E's ownership or control of the subject parcels, thereby, identifying and securing NID's senior rights as a matter of public record, to preserve, in perpetuity, NID's ability to meet its obligations for water delivery and its FERC license.

In adopting each of the resolutions and authorizing the initiation of eminent domain proceedings, the NID Board must find the following four items:

1. The public interest and necessity require the Dutch Flat No. 2 and Chicago Park Systems Real Property Acquisition Project.
2. The Dutch Flat No. 2 and Chicago Park Systems Real Property 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 Dutch Flat No. 2 and Chicago Park Systems Real Property 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.

The request from staff is a finding regarding the necessity for these acquisitions, approval to seek an order from the court for possession of the real property interests and for a judgment by the court of fair value.

mc

Attachments:

- Resolution(s) 2017-33 with Exhibits A, B, C, D, E, 1, 2 and 7-16
- Supplemental Notice of Intent dated October 10, 2017
- Project - Overview Map
- NID FERC Project 2266 Facility Description
- Summary Table of Property Interests
- Stewardship Council – Bear River Planning Unit - Maps 4
- Presentation Slides



RESOLUTION No. 2017-33

OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

DECLARING NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF REAL PROPERTY FOR A PUBLIC PROJECT KNOWN AS THE *DUTCH FLAT NO. 2 AND CHICAGO PARK SYSTEMS REAL PROPERTY ACQUISITION PROJECT* – on

Nevada County APNs: 65-220-02, 65-220-13, 65-220-17, 65-220-18,
65-220-19, 65-230-18, 65-230-16, 65-230-29,
65-250-03-003, 65-240-31 and 65-240-33

Placer County APN: 062-020-001-520, 062-020-003-000,
062-020-020-510, 062-040-016 and 062-040-018

Owned by PACIFIC GAS and ELECTRIC COMPANY (PG&E)

After duly convened public hearing on the matter of the acquisition by eminent domain of property interests for the *Dutch Flat No. 2 and Chicago Park Systems Real Property Acquisition Project* (DF2-CP Acquisition Project), the Board of Directors determines and declares as follows:

1. The Nevada Irrigation District (District) owns and operates the Dutch Flat No. 2 Conduit System and Chicago Park Conduit System (DF2-CP Systems) as an integral part of the District's Yuba-Bear Hydroelectric Project (Yuba-Bear).
2. The District's DF2-CP Systems are integrated systems of hydraulic conduits and appurtenant facilities and real property interests extending from the District's Dutch Flat No. 2 Flume Intake at the Drum Afterbay to the District's Chicago Park Powerhouse located along the Bear River in the Counties of Nevada and Placer, State of California.
3. Following the Federal Energy Regulatory Commission (FERC) approval of the District's Yuba-Bear Project license 2266 in 1963, the District has constructed and operated the DF2-CP Systems.
4. The District's DF2-CP Systems are and will continue to be necessary to the District's beneficial use of water for consumptive purposes and for the generation of electric power and to otherwise carry out the District's purposes.
5. The District's operation of the DF2-CP Systems is necessary for, related to and required by FERC license 2266.

6. DF2-CP Acquisition Project will secure for the District certain fee title and easement real property interests, which are necessary for the District's operation of the DF2-CP Systems and the implementation of FERC license 2266.
7. The District is authorized to exercise the right of eminent domain to acquire property necessary to carry out its purposes, including the furnishing of water for consumptive use and the generation of hydroelectric power, under California Water Code section 22456.
8. The property interests to be acquired are situate in the counties of Nevada and Placer.
9. Certain property interests to be acquired are situate outside of the District boundaries.
10. The District is authorized to acquire property by eminent domain outside the territorial limits of the District for water or electric supply purposes, under California Code of Civil Procedure section 1240.125.
11. The extent and location of the property interests to be acquired for the DF2-CP Acquisition Project are set forth in the grant deeds attached to this resolution as Exhibits A, B, C, D and E, and are more particularly described and depicted in Exhibits 1, 2 and 7 through 16, inclusive, attached hereto.
12. The Pacific Gas & Electric Company, a California Corporation (PG&E), owns the property to be acquired.
13. 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.
14. The property to be acquired is currently appropriated to public use.
15. 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.
16. The DF2-CP 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.
17. The public interest and necessity require the DF2-CP Acquisition Project.
18. The DF2-CP Acquisition Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
19. The property sought to be acquired is necessary for the DF2-CP Acquisition Project.

20. 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; and

BE IT FURTHER RESOLVED by this Board of Directors that 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, D, E, 1, 2, and 7 through 16, inclusive, attached hereto, pursuant to the provisions of Division 11 of the California Water Code, Section 22456, and the provisions of Title 7 of the California Code of Civil Procedure commencing with Section 1230.010, et seq., and the Constitution of the State of California relating to eminent domain.
2. To prepare and prosecute in the name of Nevada Irrigation District such proceeding or proceedings in the proper court having jurisdiction thereof as are necessary for such adjudication.
3. To move the Court for an order for possession prior to judgment, pursuant to Code of Civil Procedure sections 1255.410 and following.
4. To deposit the probable amount of compensation based on an appraisal, which will be awarded in the proceeding, pursuant to Code of Civil Procedure sections 1255.010 and following
5. 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 Nevada Irrigation District 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 said Board, held on the 25th day of October, 2017 by the following vote of said Board:

AYES:	Directors
NOES:	Directors
ABSENT:	Directors
ABSTAINING:	Directors

President of the Board of Directors

Attest:

Secretary to the Board of Directors

Exhibit "A"

NID Resolution No. 2017-33
(6927.3)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945-5424**

Nevada County APNs: 65-220-02 and 65-220-13

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: 6927 – Dutch Flat No. 2 & Chicago Park Conduit Systems
Index No. 7 -
Map Nos.

Documentary Transfer Tax: \$ -0-
() Computed on full value of property conveyed
(x) Unincorporated area () City of _____
(x) 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

GRANT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in unincorporated areas of the Counties of Nevada and Placer, State of California, hereinafter called *GRANTOR's Lands*, more particularly described in Exhibit "1" and the general vicinity of said *GRANTOR's Lands* is shown on Exhibit "2"; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Dutch Flat No. 2 and Chicago Park Conduit integrated systems, a system of hydraulic conduits and appurtenant facilities extending from the DISTRICT's Dutch Flat No. 2 Flume Intake at the GRANTOR's Drum Afterbay to the DISTRICT's Chicago Park Powerhouse, portions of said Dutch Flat No. 2 and Chicago Park Conduit systems being situated within said *GRANTOR's Lands*.

Whereas Exhibits "1", "2", "7" and "8", referenced herein, are attached hereto and made a part hereof.

Whereas DISTRICT holds real property interests which affect said *GRANTOR's Lands*, including, but not limited to, the interests described in the record documents referenced in said Exhibits "1", "2", "7" and "8".

Whereas GRANTOR owns and operates electrical powerline facilities which cross said *GRANTOR's Lands*, referenced in said Exhibits "1", "2", "7" and "8".

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to DISTRICT – FEE TITLE LANDS, ROAD EASEMENT, and ANCILLARY EASEMENT RIGHTS, more particularly described hereinbelow.

FEE TITLE LANDS

GRANTOR hereby GRANTS to DISTRICT fee title to all that real property, inclusive of all improvements, being those certain portions of said GRANTOR's Lands, hereinafter called Fee Title Lands, more particularly identified as follows:

DUTCH FLAT FOREBAY “FLOODING AREA”, DUTCH FLAT AFTERBAY “FLOODING AREA #2” and **DUTCH FLAT NO. 2 “PENSTOCK AREA”**, described in Exhibit “7” and shown on Exhibit “8”;

Grantor further grants to DISTRICT *easement rights* on, over, under, through, and across said GRANTOR's Lands immediately adjoining said Fee Title Lands to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, 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 GRANTOR's Lands and said Fee Title Lands.

RESERVATIONS BY GRANTOR

RESERVED PG&E TIMBER RIGHTS

GRANTOR reserves the rights for the purpose of harvesting merchantable timber currently growing on said Fee Title Lands, and the right to reasonable ingress and egress on, over and across said Fee Title Lands lands for such purpose, subject to the following provisions:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain said 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 said Fee Title Lands;
3. GRANTOR shall conduct its activities for such purpose in such a manner as to avoid damage to DISTRICT's property or operations on said Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work related to such purpose on said 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 said 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 said 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 said Fee Title Lands as is reasonably necessary to DISTRICT's operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from said 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 said 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.

RESERVED PG&E OVERHEAD POWERLINE RIGHTS

GRANTOR further reserves an easement for its existing overhead powerline facilities for the transmission and distribution of electric energy and for communication purposes, and necessary easements to reconstruct, replace, remove, maintain and use the same as GRANTOR shall from time to time deem necessary; together with an easement to install, repair, reconstruct, replace, remove, maintain and use, from time to time, additional facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of overhead wires and cables, and other appliances and fixtures for use in connection with said wires and cables (referred to collectively as "Powerline Facilities") suspended from one or more lines of towers, poles, and/or other of GRANTOR's structures situated on GRANTOR's Lands adjacent to said DUTCH FLAT FOREBAY "FLOODING AREA"; and also for a right of way, all to be on, along and in the easement area, a uniform width of 50.00 feet on each side of the existing centerline of "Overhead Transmission Lines" as shown on said Exhibit 8, Sheet 2 of 7 (hereinafter "Powerline Easement Area").

Further reserving to GRANTOR the easement rights:

- a) of ingress to and egress from the Powerline Easement Area over and across said Fee Title 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 GRANTEE and to use said roads, lanes, or routes to provide access to any of GRANTOR's easements and facilities on lands adjacent to the Property; provided that such right of ingress, egress and access shall not extend to any portion of said Fee Title Lands which is isolated from the Powerline Easement Area by any public road or highway now crossing or hereafter crossing said Fee Title Lands;
- b) from time to time to trim or to cut down any and all trees and brush now or hereafter within the Powerline Easement Area and the further right from time to time to trim and cut down trees and brush on said Fee Title Lands along each side of the Powerline Easement Area which now or hereafter in the opinion of GRANTOR may interfere with or be a hazard to any of Powerline Facilities or as GRANTOR deems necessary to comply with applicable state or federal regulations;
- c) from time to time to enlarge, improve, reconstruct, relocate and replace the Powerline Facilities with any other number or type of wires and cables either in the original location or at any alternate location or locations within the Powerline Easement Area;
- d) to install, maintain and use gates in all fences which now cross or shall hereafter cross the Powerline Easement Area; and
- e) to mark the location of the Powerline Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations

which will not interfere with any use GRANTEE shall make of the Powerline Easement Area.

ROAD EASEMENTS

GRANTOR further grants to DISTRICT easements for pedestrian, vehicle, and equipment ingress to and egress from DISTRICT facilities and property interests on, over, under and across those certain portions of said GRANTOR's Lands, hereinafter called Road Areas, more particularly identified as follows:

DUTCH FLAT NO. 2 "PENSTOCK ACCESS ROAD", described in Exhibits "7" and shown on Exhibits "8";

Said Road Easements granted herein include the following rights for DISTRICT:

- a) to excavate for, install, replace, relocate, improve, inspect, operate, patrol, maintain and use such roadway and access facilities and appurtenances, including drainage control, for use in connection with said facilities and adequate protection therefore, as the DISTRICT shall from time to time elect;
- b) to grade said Road Areas for the full width thereof;
- c) 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. No payment shall be due the GRANTOR for timber, brush or vegetation removed by the DISTRICT;
- d) to install, maintain and use gates in all fences which now or hereafter cross said Road Areas.

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.

ANCILLARY EASEMENT RIGHTS

GRANTOR further grants to DISTRICT *easement rights* to ingress to and egress from the following: DISTRICT facilities and property interests, said Fee Title Lands, said Road Areas, and *other areas utilized by DISTRICT*, 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 further grants to DISTRICT *easement rights* to trim and to cut down and clear away any and all trees, brush and vegetation on, over, under, and across said GRANTOR's Lands, as may be necessary and reasonable for DISTRICT purposes to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across said GRANTOR's Lands and said Fee Title Lands.

INDEMNIFICATION

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 use and exercise of the easement rights granted herein, except to the extent caused by GRANTOR's negligence or willful misconduct or that of GRANTOR's agents or other persons for whom GRANTOR is legally responsible.

CHARACTER OF EASEMENTS

The easement rights granted hereby are 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 of type)

Title: _____
(please print or type)

Exhibit "B"

NID Resolution No. 2017-33
(6927.4)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945-5424**

Nevada County APNs: 65-220-13

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Placer County APNs: 062-020-001, 062-020-003,
and 062-020-020

Project: 6927 – Dutch Flat No. 2 & Chicago Park Conduit Systems
Index No. 7 -
Map Nos.

Documentary Transfer Tax: \$ -0-
() Computed on full value of property conveyed
(x) Unincorporated area () City of _____
(x) 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

GRANT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in unincorporated areas of the Counties of Nevada and Placer, State of California, hereinafter called *GRANTOR's Lands*, more particularly described in Exhibit "1" and the general vicinity of said *GRANTOR's Lands* is shown on Exhibit "2"; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Dutch Flat No. 2 and Chicago Park Conduit integrated systems, a system of hydraulic conduits and appurtenant facilities extending from the DISTRICT's Dutch Flat No. 2 Flume Intake at the GRANTOR's Drum Afterbay to the DISTRICT's Chicago Park Powerhouse, portions of said Dutch Flat No. 2 and Chicago Park Conduit systems being situated within said *GRANTOR's Lands*.

Whereas Exhibits "1", "2", "9" and "10", referenced herein, are attached hereto and made a part hereof.

Whereas DISTRICT holds real property interests which affect said *GRANTOR's Lands*, including, but not limited to, the interests described in the record documents referenced in said Exhibits "1", "2", "9" and "10".

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to DISTRICT – FEE TITLE LANDS, and ANCILLARY EASEMENT RIGHTS, more particularly described hereinbelow.

FEE TITLE LANDS

GRANTOR hereby GRANTS to DISTRICT fee title to all that real property, inclusive of all improvements, being those certain portions of said GRANTOR's Lands, hereinafter called Fee Title Lands, more particularly identified as follows:

DUTCH FLAT AFTERBAY “FLOODING AREA #3”, DUTCH FLAT AFTERBAY “FLOODING AREA #4”, DUTCH FLAT AFTERBAY “FLOODING AREA #5”, DUTCH FLAT AFTERBAY “FLOODING AREA #6” and DUTCH FLAT AFTERBAY “FLOODING AREA #7”, described in Exhibit “9” and shown on Exhibit “10”.

GRANTOR further grants to DISTRICT *easement rights* on, over, under, through, and across said GRANTOR's Lands immediately adjoining said Fee Title Lands to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, 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 GRANTOR's Lands and said Fee Title Lands.

RESERVATIONS BY GRANTOR

RESERVED PG&E TIMBER RIGHTS

GRANTOR reserves the rights for the purpose of harvesting merchantable timber currently growing on said Fee Title Lands, and the right to reasonable ingress and egress on, over and across said Fee Title Lands lands for such purpose, subject to the following provisions:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain said 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 said Fee Title Lands;
3. GRANTOR shall conduct its activities for such purpose in such a manner as to avoid damage to DISTRICT's property or operations on said Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work related to such purpose on said 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 said 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 said 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 said Fee Title Lands as is reasonably necessary to DISTRICT's operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from said 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 said 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.

RESERVED PG&E OVERHEAD POWERLINE RIGHTS

GRANTOR further reserves an easement for its existing overhead facilities for the transmission and distribution of electric energy and for communication purposes, and necessary easements to reconstruct, replace, remove, maintain and use the same as GRANTOR shall at any time and from time to time deem necessary; together with an easement to install, repair, reconstruct, replace, remove, maintain and use at any time and from time to time, additional facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of overhead wires and cables, and other appliances and fixtures for use in connection with said wires and cables (referred to collectively as "Powerline Facilities") suspended from one or more lines of towers, poles, and/or other of GRANTOR's structures situated on GRANTOR's Lands adjacent to said DUTCH FLAT AFTERBAY "FLOODING AREA #3" and DUTCH FLAT AFTERBAY "FLOODING AREA #4"; and also for a right of way, all to be on, along and in the easement areas, a uniform width of 50.00 feet on each side of the existing centerline of "Overhead Transmission Lines" and a uniform width of 15.00 feet on each side of the existing centerlines of "Overhead Distribution Lines," as shown on said Exhibit 10, Sheets 2, 4 and 10 of 10 (hereinafter "Powerline Easement Area").

Further reserving to GRANTOR the easement rights:

- a) of ingress to and egress from the Powerline Easement Area over and across said Fee Title 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 GRANTEE and to use said roads, lanes, or routes to provide access to any of GRANTOR's easements and facilities on lands adjacent to said Fee Title Lands; provided that such right of ingress, egress and access shall not extend to any portion of said Fee Title Lands which is isolated from the Powerline Easement Area by any public road or highway now crossing or hereafter crossing said Fee Title Lands;
- b) from time to time to trim or to cut down any and all trees and brush now or hereafter within the Powerline Easement Area and the further right from time to time to trim and cut down trees and brush on said Fee Title Lands along each side of the Powerline Easement Area which now or hereafter in the opinion of GRANTOR may interfere with or be a hazard to any of Powerline Facilities or as GRANTOR deems necessary to comply with applicable state or federal regulations;
- c) from time to time to enlarge, improve, reconstruct, relocate and replace the Powerline Facilities with any other number or type of wires and cables either in the original location or at any alternate location or locations within the Powerline Easement Area;
- d) to install, maintain and use gates in all fences which now cross or shall hereafter cross the Powerline Easement Area; and
- e) to mark the location of the Powerline Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations

which will not interfere with any use GRANTEE shall make of the Powerline Easement Area.

RESERVED PG&E DREDGING AND DISCHARGE RIGHTS

GRANTOR, further expressly reserves an easement to dredge, dispose of dredging materials including, but not limited to, sand, gravel, silt, and clay, and to discharge and flow water in, on and across, the portion of said Fee Title Lands, as may be required, for the proper operation of its Dutch Flat #1 Powerhouse (hereinafter "Dredging and Water Discharge Easement Area"), provided that said activities shall not interfere with GRANTEE uses of said Dredging and Water Discharge Easement Area.

ANCILLARY EASEMENT RIGHTS

GRANTOR further grants to DISTRICT *easement rights* to ingress to and egress from the following: DISTRICT facilities and property interests, said Fee Title Lands and *other areas utilized by DISTRICT*, 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 further grants to DISTRICT *easement rights* to trim and to cut down and clear away any and all trees, brush and vegetation on, over, under, and across said GRANTOR's Lands, as may be necessary and reasonable for DISTRICT purposes to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across said GRANTOR's Lands and said Fee Title Lands.

INDEMNIFICATION

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 use and exercise of the easement rights granted herein, except to the extent caused by GRANTOR's negligence or willful misconduct or that of GRANTOR's agents or other persons for whom GRANTOR is legally responsible.

CHARACTER OF EASEMENTS

The easement rights granted hereby are 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 "C"

NID Resolution No. 2017-33
(6927.5)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945-5424**

Nevada County APNs: 65-220-17, 65-220-18, 65-220-19
and 65-230-18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Placer County APNs: 062-040-016 and 062-040-018

Project: 6927 – Dutch Flat No. 2 & Chicago Park Conduit Systems
Index No. 7 -
Map Nos.

Documentary Transfer Tax: \$ -0-
() Computed on full value of property conveyed
(x) Unincorporated area () City of _____
(x) 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

GRANT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in unincorporated areas of the Counties of Nevada and Placer, State of California, hereinafter called *GRANTOR's Lands*, more particularly described in Exhibit "1" and the general vicinity of said *GRANTOR's Lands* is shown on Exhibit "2"; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Dutch Flat No. 2 and Chicago Park Conduit integrated systems, a system of hydraulic conduits and appurtenant facilities extending from the DISTRICT's Dutch Flat No. 2 Flume Intake at the GRANTOR's Drum Afterbay to the DISTRICT's Chicago Park Powerhouse, portions of said Dutch Flat No. 2 and Chicago Park Conduit systems being situated within said *GRANTOR's Lands*.

Whereas Exhibits "1", "2", "11" and "12", referenced herein, are attached hereto and made a part hereof.

Whereas DISTRICT holds real property interests which affect said *GRANTOR's Lands*, including, but not limited to, the interests described in the record documents referenced in said Exhibits "1", "2", "11" and "12".

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to DISTRICT – FEE TITLE LANDS and ANCILLARY EASEMENT RIGHTS, more particularly described hereinbelow.

FEE TITLE LANDS

GRANTOR hereby GRANTS to DISTRICT fee title to all that real property, inclusive of all improvements, being those certain portions of said GRANTOR's Lands, hereinafter called Fee Title Lands, more particularly identified as follows:

DUTCH FLAT AFTERBAY “FLOODING AREA #8”, CHICAGO PARK CONDUIT “INTAKE WASTEWAY AREA” and CHICAGO PARK CONDUIT “SEGMENT 1”, described in Exhibit “11” and shown on Exhibit “12”.

GRANTOR further grants to DISTRICT *easement rights* on, over, under, through, and across said GRANTOR's Lands immediately adjoining said Fee Title Lands to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, 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 GRANTOR's Lands and said Fee Title Lands.

RESERVATIONS BY GRANTOR

GRANTOR reserves the rights for the purpose of harvesting merchantable timber currently growing on said Fee Title Lands, and the right to reasonable ingress and egress on, over and across said Fee Title Lands lands for such purpose, subject to the following provisions:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain said 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 said Fee Title Lands;
3. GRANTOR shall conduct its activities for such purpose in such a manner as to avoid damage to DISTRICT's property or operations on said Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work related to such purpose on said 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 said 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 said 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 said Fee Title Lands as is reasonably necessary to DISTRICT's operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from said 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 said 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.

ANCILLARY EASEMENT RIGHTS

GRANTOR further grants to DISTRICT *easement rights* to ingress to and egress from the following: DISTRICT facilities and property interests, said Fee Title Lands, and *other areas utilized by DISTRICT*, 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 further grants to DISTRICT *easement rights* to trim and to cut down and clear away any and all trees, brush and vegetation on, over, under, and across said GRANTOR's Lands, as may be necessary and reasonable for DISTRICT purposes to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across said GRANTOR's Lands and said Fee Title Lands.

INDEMNIFICATION

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 use and exercise of the easement rights granted herein, except to the extent caused by GRANTOR's negligence or willful misconduct or that of GRANTOR's agents or other persons for whom GRANTOR is legally responsible.

CHARACTER OF EASEMENTS

The easement rights granted hereby are 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 of type)

Title: _____
(please print or type)

Exhibit "D"

NID Resolution No. 2017-33
(6927.6)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945-5424**

Nevada County APNs: 65-230-16, 65-230-29
and 65-250-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: 6927 – Dutch Flat No. 2 & Chicago Park Conduit Systems
Index No. 7 -
Map Nos.

Documentary Transfer Tax: \$ -0-
() Computed on full value of property conveyed
(x) Unincorporated area () City of _____
(x) 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

GRANT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in unincorporated areas of the Counties of Nevada and Placer, State of California, hereinafter called *GRANTOR's Lands*, more particularly described in Exhibit "1" and the general vicinity of said *GRANTOR's Lands* is shown on Exhibit "2"; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Dutch Flat No. 2 and Chicago Park Conduit integrated systems, a system of hydraulic conduits and appurtenant facilities extending from the DISTRICT's Dutch Flat No. 2 Flume Intake at the GRANTOR's Drum Afterbay to the DISTRICT's Chicago Park Powerhouse, portions of said Dutch Flat No. 2 and Chicago Park Conduit systems being situated within said *GRANTOR's Lands*.

Whereas Exhibits "1", "2", "13" and "14", referenced herein, are attached hereto and made a part hereof.

Whereas DISTRICT holds real property interests which affect said *GRANTOR's Lands*, including, but not limited to, the interests described in the record documents referenced in said Exhibits "1", "2", "13" and "14".

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to DISTRICT – FEE TITLE LANDS and ANCILLARY EASEMENT RIGHTS, more particularly described hereinbelow.

FEE TITLE LANDS

GRANTOR hereby GRANTS to DISTRICT fee title to all that real property, inclusive of all improvements, being those certain portions of said GRANTOR's Lands, hereinafter called Fee Title Lands, more particularly identified as follows:

CHICAGO PARK CONDUIT “SEGMENT 2”, CHICAGO PARK CONDUIT “SEGMENT 3” and CHICAGO PARK CONDUIT “SEGMENT 4”, described in Exhibit “13” and shown on Exhibit “14”.

GRANTOR further grants to DISTRICT *easement rights* on, over, under, through, and across said GRANTOR's Lands immediately adjoining said Fee Title Lands to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, 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 GRANTOR's Lands and said Fee Title Lands.

RESERVATIONS BY GRANTOR

GRANTOR reserves the rights for the purpose of harvesting merchantable timber currently growing on said Fee Title Lands, and the right to reasonable ingress and egress on, over and across said Fee Title Lands lands for such purpose, subject to the following provisions:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain said 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 said Fee Title Lands;
3. GRANTOR shall conduct its activities for such purpose in such a manner as to avoid damage to DISTRICT's property or operations on said Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work related to such purpose on said 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 said 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 said 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 said Fee Title Lands as is reasonably necessary to DISTRICT's operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from said 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 said 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.

ANCILLARY EASEMENT RIGHTS

GRANTOR further grants to DISTRICT *easement rights* to ingress to and egress from the following: DISTRICT facilities and property interests, said Fee Title Lands and *other areas utilized by DISTRICT*, 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 further grants to DISTRICT *easement rights* to trim and to cut down and clear away any and all trees, brush and vegetation on, over, under, and across said GRANTOR's Lands, as may be necessary and reasonable for DISTRICT purposes to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across said GRANTOR's Lands and said Fee Title Lands.

INDEMNIFICATION

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 use and exercise of the easement rights granted herein, except to the extent caused by GRANTOR's negligence or willful misconduct or that of GRANTOR's agents or other persons for whom GRANTOR is legally responsible.

CHARACTER OF EASEMENTS

The easement rights granted hereby are 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 of type)

Title: _____
(please print or type)

Exhibit "E"

NID Resolution No. 2017-33
(6927.7)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945-5424**

Nevada County APNs: 65-240-31 and 65-240-33

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: 6927 – Dutch Flat No. 2 & Chicago Park Conduit Systems
Index No. 7 -
Map Nos.

Documentary Transfer Tax: \$ -0-
() Computed on full value of property conveyed
(x) Unincorporated area () City of _____
(x) 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

GRANT DEED

Whereas PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called GRANTOR, owns certain lands situated in unincorporated areas of the Counties of Nevada and Placer, State of California, hereinafter called *GRANTOR's Lands*, more particularly described in Exhibit "1" and the general vicinity of said *GRANTOR's Lands* is shown on Exhibit "2"; and

Whereas NEVADA IRRIGATION DISTRICT, hereinafter called DISTRICT, owns the Dutch Flat No. 2 and Chicago Park Conduit integrated systems, a system of hydraulic conduits and appurtenant facilities extending from the DISTRICT's Dutch Flat No. 2 Flume Intake at the GRANTOR's Drum Afterbay to the DISTRICT's Chicago Park Powerhouse, portions of said Dutch Flat No. 2 and Chicago Park Conduit systems being situated within said *GRANTOR's Lands*.

Whereas Exhibits "1", "2", "15" and "16", referenced herein, are attached hereto and made a part hereof.

Whereas DISTRICT holds real property interests which affect said *GRANTOR's Lands*, including, but not limited to, the interests described in the record documents referenced in said Exhibits "1", "2", "15" and "16".

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to DISTRICT – FEE TITLE LANDS, ROAD EASEMENTS, SPILLWAY EASEMENT, and ANCILLARY EASEMENT RIGHTS, more particularly described hereinbelow.

FEE TITLE LANDS

GRANTOR hereby GRANTS to DISTRICT fee title to all that real property, inclusive of all improvements, being those certain portions of said GRANTOR's Lands, hereinafter called Fee Title Lands, more particularly identified as follows:

CHICAGO PARK CONDUIT "SEGMENT 5" and CHICAGO PARK CONDUIT "SEGMENT 6", described in Exhibit "15" and shown on Exhibit "16".

Grantor further grants to DISTRICT *easement rights* on, over, under, through, and across said GRANTOR's Lands immediately adjoining said Fee Title Lands to construct, maintain, reconstruct and replace such slopes and embankments, and facilities incidental thereto, 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 GRANTOR's Lands and said Fee Title Lands.

RESERVATIONS BY GRANTOR

RESERVED PG&E TIMBER RIGHTS

GRANTOR reserves the rights for the purpose of harvesting merchantable timber currently growing on said Fee Title Lands, and the right to reasonable ingress and egress on, over and across said Fee Title Lands lands for such purpose, subject to the following provisions:

1. GRANTOR shall comply with all applicable laws and regulations, federal, state, and local;
2. GRANTOR shall maintain said 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 said Fee Title Lands;
3. GRANTOR shall conduct its activities for such purpose in such a manner as to avoid damage to DISTRICT's property or operations on said Fee Title Lands;
4. GRANTOR shall provide DISTRICT with written notice of its intent to work related to such purpose on said 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 said 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 said 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 said Fee Title Lands as is reasonably necessary to DISTRICT's operations and maintenance;
8. DISTRICT shall provide GRANTOR with written notice of its intent to remove trees from said 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 said 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.

RESERVED PG&E OVERHEAD POWERLINE RIGHTS

GRANTOR further reserves an easement for its existing overhead powerline facilities for the transmission and distribution of electric energy and for communication purposes, and necessary easements to reconstruct, replace, remove, maintain and use the same as GRANTOR shall at any time and from time to time deem necessary; together with an easement to install, repair, reconstruct, replace, remove, maintain and use at any time and from time to time, additional facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of overhead wires and cables, and other appliances and fixtures for use in connection with said wires and cables (referred to collectively as "Powerline Facilities") suspended from one or more lines of towers, poles, and/or other of GRANTOR's structures situated on GRANTOR's Lands adjacent to said CHICAGO PARK CONDUIT "SEGMENT 6"; and also for a right of way, all to be on, along and in the easement area, a uniform width of 50.00 feet on each side of the existing centerline of "Overhead Transmission Lines" as shown on said Exhibit 16, Sheet 5 of 10 (hereinafter "Powerline Easement Area").

Further reserving to GRANTOR the easement rights:

- a) of ingress to and egress from the Powerline Easement Area over and across said Fee Title 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 GRANTEE and to use said roads, lanes, or routes to provide access to any of GRANTOR 's easements and facilities on lands adjacent to said Fee Title Lands; provided that such right of ingress, egress and access shall not extend to any portion of said Fee Title Lands which is isolated from the Powerline Easement Area by any public road or highway now crossing or hereafter crossing said Fee Title Lands;
- b) from time to time to trim or to cut down any and all trees and brush now or hereafter within the Powerline Easement Area and the further right from time to time to trim and cut down trees and brush on said Fee Title Lands along each side of the Powerline Easement Area which now or hereafter in the opinion of GRANTOR may interfere with or be a hazard to any of Powerline Facilities or as GRANTOR deems necessary to comply with applicable state or federal regulations;
- c) from time to time to enlarge, improve, reconstruct, relocate and replace the Powerline Facilities with any other number or type of wires and cables either in the original location or at any alternate location or locations within the Powerline Easement Area;
- d) to install, maintain and use gates in all fences which now cross or shall hereafter cross the Powerline Easement Area; and
- e) to mark the location of the Powerline Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations

which will not interfere with any use GRANTEE shall make of the Powerline Easement Area.

ROAD EASEMENTS

GRANTOR further grants to DISTRICT easements for pedestrian, vehicle, and equipment ingress to and egress from DISTRICT facilities and property interests on, over, under and across those certain portions of said GRANTOR's Lands, hereinafter called Road Areas, more particularly identified as follows:

CHICAGO PARK POWERHOUSE ROAD, LITTLE YORK "ACCESS ROAD #1" and LITTLE YORK "ACCESS ROAD #2", described in Exhibits "15" and shown on Exhibits "16";

Said Road Easements granted herein include the following rights for DISTRICT:

- a) to excavate for, install, replace, relocate, improve, inspect, operate, patrol, maintain and use such roadway and access facilities and appurtenances, including drainage control, for use in connection with said facilities and adequate protection therefore, as the DISTRICT shall from time to time elect;
- b) to grade said Road Areas for the full width thereof;
- c) 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. No payment shall be due the GRANTOR for timber, brush or vegetation removed by the DISTRICT;
- d) to install, maintain and use gates in all fences which now or hereafter cross said Road Areas.

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.

SPILLWAY EASEMENT

GRANTOR further grants to DISTRICT an easement to spill, discharge, and flow water unobstructed and without limitation as to volume, velocity, timing, duration, source, or cause from the Dutch Flat No. 2 and Chicago Park Conduit systems, and appurtenances on, over, under and across those certain portions of said GRANTOR's Lands, hereinafter called Spillway Area, more particularly identified as follows:

"LITTLE YORK SPILLWAY", described in "15" and shown on Exhibit "16";

Said Spillway Easement granted herein includes the following rights for DISTRICT:

- a) to excavate for, install, replace, stabilize, rehabilitate, relocate, improve, inspect, operate, patrol, maintain, and use such facilities as the DISTRICT shall from time to time elect for conveying water, together with adequate protection for said facilities and for adjacent lands, as the DISTRICT shall from time to time elect;
- b) 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 Spillway Area. No payment shall be due the GRANTOR for timber, brush or vegetation removed by the DISTRICT;
- c) to install, maintain and use gates in all fences which now or hereafter cross said Spillway Area.

ANCILLARY EASEMENT RIGHTS

GRANTOR further grants to DISTRICT *easement rights* to ingress to and egress from the following: DISTRICT facilities and property interests, said Fee Title Lands, said Road Areas, said Spillway Area and *other areas utilized by DISTRICT*, 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 further grants to DISTRICT *easement rights* to trim and to cut down and clear away any and all trees, brush and vegetation on, over, under, and across said GRANTOR's Lands, as may be necessary and reasonable for DISTRICT purposes to install, repair, replace, operate, maintain, patrol and inspect DISTRICT facilities, and appurtenances thereto, situated on, over, under, and across said GRANTOR's Lands and said Fee Title Lands.

INDEMNIFICATION

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 use and exercise of the easement rights granted herein, except to the extent caused by GRANTOR's negligence or willful misconduct or that of GRANTOR's agents or other persons for whom GRANTOR is legally responsible.

CHARACTER OF EASEMENTS

The easement rights granted hereby are 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"

P.G. & E. Lands Description

PARCEL "1":

The Northwest Quarter of Section 19, Township 16 North, Range 11 East, M.D.M., Nevada and Placer Counties, California, as described in Book 1 of Official Records, Page 214, Nevada County Records and Book 269 of Official Records, Page 177, Placer County Records, recorded February 16, 1929 and January 26, 1929, respectively;

EXCEPTING THEREFROM, all that portion of said northwest quarter described as "Parcel I", per Book 446 of Official Records, Page 643, Nevada County Records and Book 1203 of Official Records, Page 535, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

(Portion NW ¼ Section 19, T16N, R11E, M.D.M.)

PARCEL "2":

Lot 41, also known as the "Little York Water and Mining Company's Placer Mine", of Township 16 North, Range 10 East, M.D.M., Nevada County, California, said Lot being comprised of a portion of Section 23 and a portion of Section 26 of said Township, as described in Book 28 of Official Records, Page 225, Nevada County Records, and Book 345 of Official Records, Page 488, Placer County Records, recorded November 14, 1935 and November 15, 1935 respectively;

EXCEPTING THEREFROM, all that portion of said Lot 41 described as "Parcel II", per Book 446 of Official Records, Page 643, Nevada County Records and Book 1203 of Official Records, Page 535, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

(Portion Lot 41, T16N, R10E, M.D.M.)

PARCEL "3":

Lot 66, also known as the "Liberty Hill Placer Mine", of Township 16 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, said Lot being comprised of a portion of Section 13, a portion of Section 23, a portion of Section 24 and a portion of Section 26 of said Township, as described in Book 28 of Official Records, Page 225, Nevada County Records and Book 345 of Official Records, Page 488, Placer County Records, recorded November 14, 1935 and November 15, 1935 respectively.

(Lot 66, T16N, R10E, M.D.M.)

PARCEL "4":

The Northeast Quarter, Southwest Quarter, Northwest Quarter of the Southeast Quarter, Lot 14 and Lot 15 of Section 27, Township 16 North, Range 10 East, M.D.M., Nevada County, California, as described in Book 1 of Official Records, Page 214, Nevada County Records and Book 269 of Official Records, Page 177, Placer County Records, recorded February 16, 1929 and January 26, 1929, respectively;

EXCEPTING THEREFROM, all that portion of said northeast quarter described as "Parcel III", per Book 446 of Official Records, Page 643, Nevada County Records and Book 1203 of Official Records, Page 535, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

(Portion NE ¼, SW ¼, NW ¼ SE ¼, Lot 14 and Lot 15, Section 27, T16N, R10E, M.D.M.)

PARCEL "5":

Those portions of Mineral Survey No. 3611, also known as the "Consolidated Junction Placer Mine", lying within the southwest quarter of Section 26 and the southeast quarter of Section 27, and those portions of Lot 44, also known as the "Dutch Flat and Franklin Placer Mine", lying within the southeast quarter of Section 27 and the north half of Section 34, Township 16 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, said portions being described as Parcels 1 and 2, and Parcels 3 and 4 respectively, in Book 68 of Official Records, Page 287, Nevada County Records and Book 416 of Official Records, Page 440, Placer County Records, recorded June 17, 1941 and June 23, 1941 respectively;

EXCEPTING THEREFROM, all that portion of said Parcel 1 described as "Parcel IV", per Book 446 of Official Records, Page 643, Nevada County Records and Book 1203 of Official Records, Page 535, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

(Portions Mineral Survey No. 3611, Sections 26 and 27 and Portions Lot 44, Sections 27 and 34, T16N, R10E, M.D.M.)

PARCEL "6":

Lot 47, also known as the "Sailor or Brown and Company's Placer Mining Claim", of Township 16 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, said Lot being comprised of a portion of the east half of Section 33 and a portion of the northwest quarter of Section 34, of said Township, as described in Book 8 of Official Records, Page 105 and Page 117 and Doc. No. 90-16269, Nevada County Records and Book 287 of Official Records, Page 158 and Page 164, Placer County Records, recorded August 18 & 27, 1930, May 24, 1990 and August 4 & 21, 1930 respectively;

EXCEPTING THEREFROM, all that portion of said Lot 47 described as "Parcel VII", per Book 446 of Official Records, Page 643, Nevada County Records and Book 1203 of Official Records, Page 535, Placer County Records, recorded May 16, 1968, respectively.

(Portion Lot 47, Sections 33 and 34, T16N, R10E, M.D.M.)

PARCEL "7":

Lot 48 of Section 33, Township 16 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, as described in Book 144 of Deeds, Page 370, Book 144 of Deeds, Page 372 and Book 145 of Deeds, Page 166, Nevada County Records, recorded February 2, 1928, February 2, 1928 and March 22, 1928 respectively, and Book 256 of Official Records, Page 403, Book 256 of Official Records, Page 405 and Book 260 of Official Records, Page 184, Placer County Records, recorded January 12, 1928, January 12, 1928 and March 29, 1928, respectively;

EXCEPTING THEREFROM, the north 14.45 chains of said Lot 48 per Doc. No. 99-029189, Nevada County Records, recorded August 12, 1999.

(Portion Lot 48, Section 33, T16N, R10E, M.D.M.)

PARCEL "8":

Lot 76 of Section 33, Township 16 North, Range 10 East, M.D.M., Nevada County, California, as described in Book 28 of Official Records, Page 225, Nevada County Records, recorded November 14, 1935.

(Lot 76, Section 33, T16N, R10E, M.D.M.)

PARCEL "9":

Lot 40 of Section 4, Township 15 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, as described in Book 141 of Deeds, Page 416, Book 145 of Deeds, Page 161, Book 145 of Deeds, Page 370, Book 5 of Official Records, Page 171, Book 5 of Official Records, Page 390 and Book 47 of Official Records, Page 302, Nevada County Records, recorded June 8, 1928, March 19, 1928, August 2, 1928, June 2, 1930, November 20, 1930 and November 26, 1938, respectively, and Book 254 of Official Records, Page 178, Book 260 of Official Records, Page 182, Book 263 of Official Records, Page 388, Book 285 of Official Records, Page 280, Book 288 of Official Records, Page 225 and Book 384 of Official Records, Page 464, Placer County Records, recorded April 16, 1928, March 29, 1928, September 1, 1928, June 2, 1930, October 21, 1930 and September 13, 1938, respectively.

(Lot 40, Section 4, T15N, R10E, M.D.M.)

PARCEL "10":

Lot 4 of the Northeast Quarter of Section 5, Township 15 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, as described in Book 1 of Official Records, Page 214, Nevada County Records and Book 269 of Official Records, Page 177, Placer County Records, recorded February 16, 1929 and January 26, 1929, respectively.

(Lot 4 NE ¼ Section 5, T15N, R10E, M.D.M.)

PARCEL "11":

Lot 37 of Section 5, Township 15 North, Range 10 East, M.D.M., Nevada County, California, as described in Book 28 of Official Records, Page 225, Nevada County Records, recorded November 14, 1935;

EXCEPTING THEREFROM, all that portion of said Lot 37 described as "Parcel VI", per Book 446 of Official Records, Page 643, Nevada County Records and Book 1203 of Official Records, Page 535, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

(Portion Lot 37, Section 5, T15N, R10E, M.D.M.)

NEVADA IRRIGATION DISTRICT

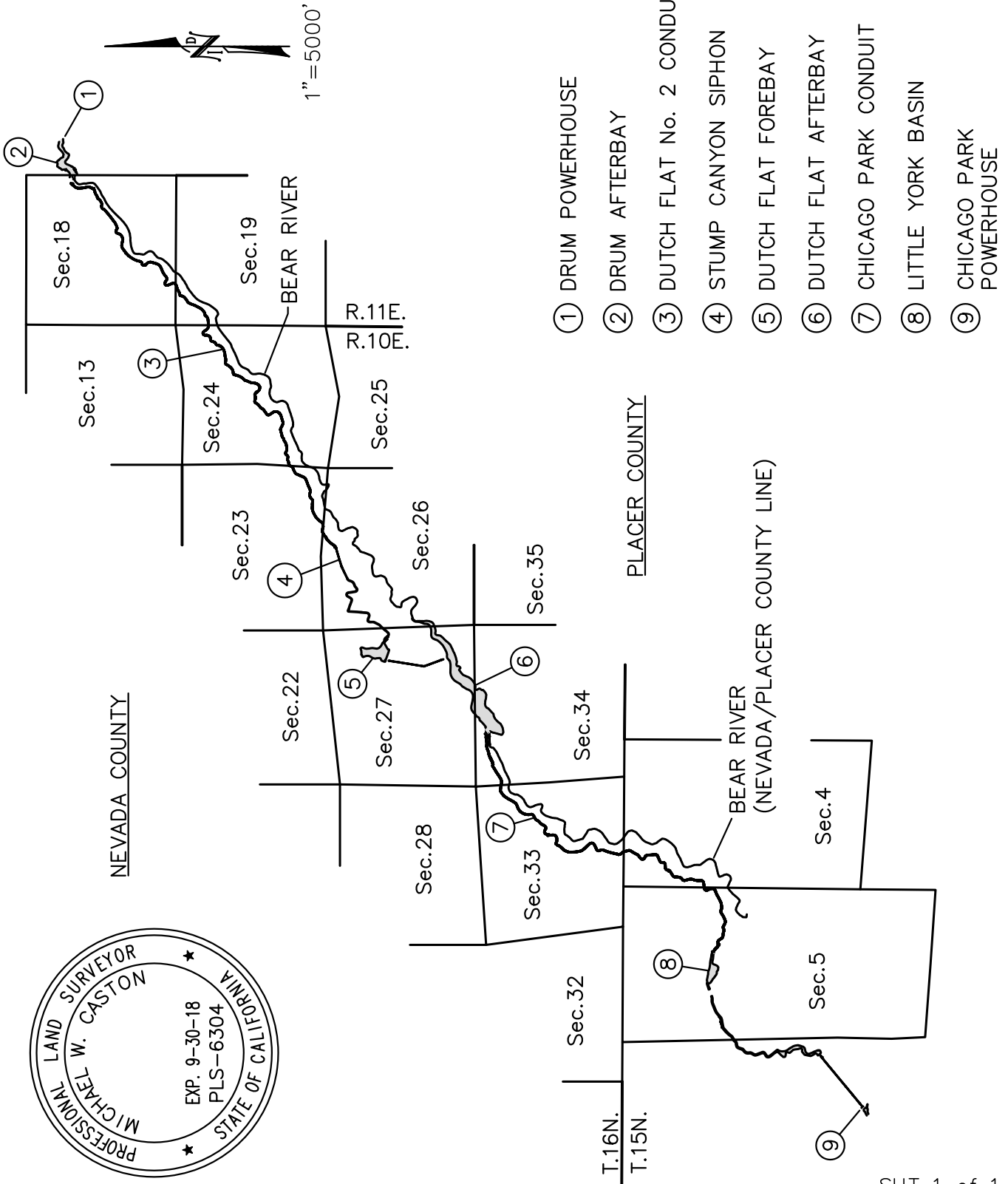
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "2"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

THROUGH LAND OF Pacific Gas and Electric

SCALE: 1"=5000'



Vicinity Map--Overall

EXHIBIT “7”

Portions of Section 27, Township 16 North, Range 10 East, M.D.M., Nevada County, California, said portions lying within P.G.& E. Parcel “4”, as said Parcel is described in Exhibit “1” herein, said portions being described as follows:

Fee Title Lands Description

Dutch Flat Forebay “Flooding Area”

A portion of the northeast quarter of said Section 27, said portion being identical to Parcel “(BR-6A-Rev.1)”, per Book 446 of Official Records, Page 653, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Dutch Flat Afterbay “Flooding Area #2”

A portion of the southwest quarter and a portion of Lot 15 of said Section 27, said portion being identical to Parcel “g”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Dutch Flat No. 2 “Penstock Area”

A portion of the northwest quarter of the southeast quarter of said Section 27, said portion being identical to Parcel “BR-7”, per Book 446 of Official Records, Page 669, Nevada County Records and Book 1203 of Official Records, Page 561, Placer County Records.

Road Easement Description

Dutch Flat No. 2 “Penstock Access Road”

An easement strip 30.00 feet in width, within a portion the northeast quarter of said Section 27.

Said portions described herein are delineated on Exhibit “8” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the California Professional Land Surveyors Act, on April 17, 2017.



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

NEVADA IRRIGATION DISTRICT

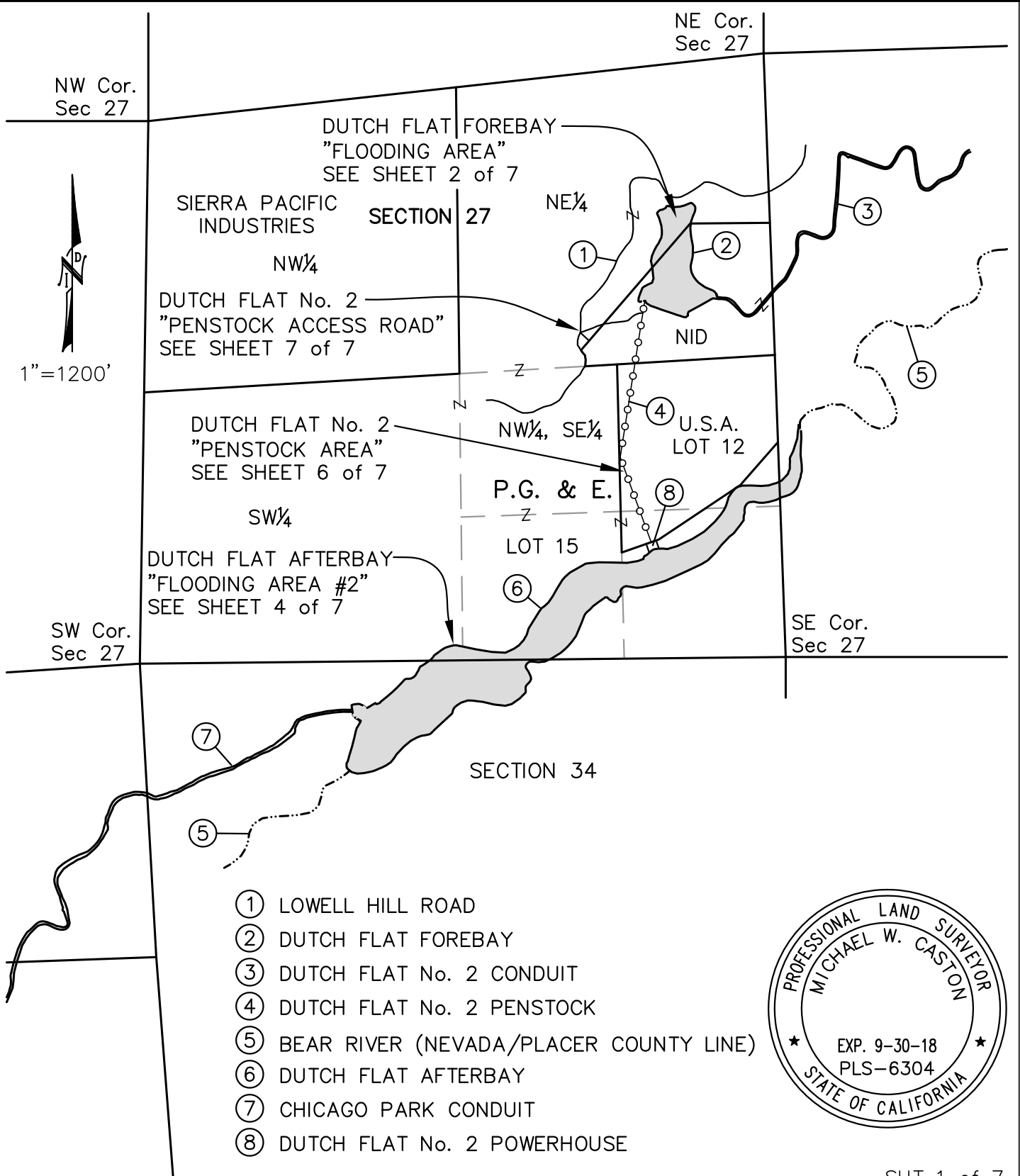
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

THROUGH LAND OF Pacific Gas and Electric

SCALE: 1"=1200'



- ① LOWELL HILL ROAD
- ② DUTCH FLAT FOREBAY
- ③ DUTCH FLAT No. 2 CONDUIT
- ④ DUTCH FLAT No. 2 PENSTOCK
- ⑤ BEAR RIVER (NEVADA/PLACER COUNTY LINE)
- ⑥ DUTCH FLAT AFTERBAY
- ⑦ CHICAGO PARK CONDUIT
- ⑧ DUTCH FLAT No. 2 POWERHOUSE



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Forebay "Flooding Area"

SCALE: 1"=100'

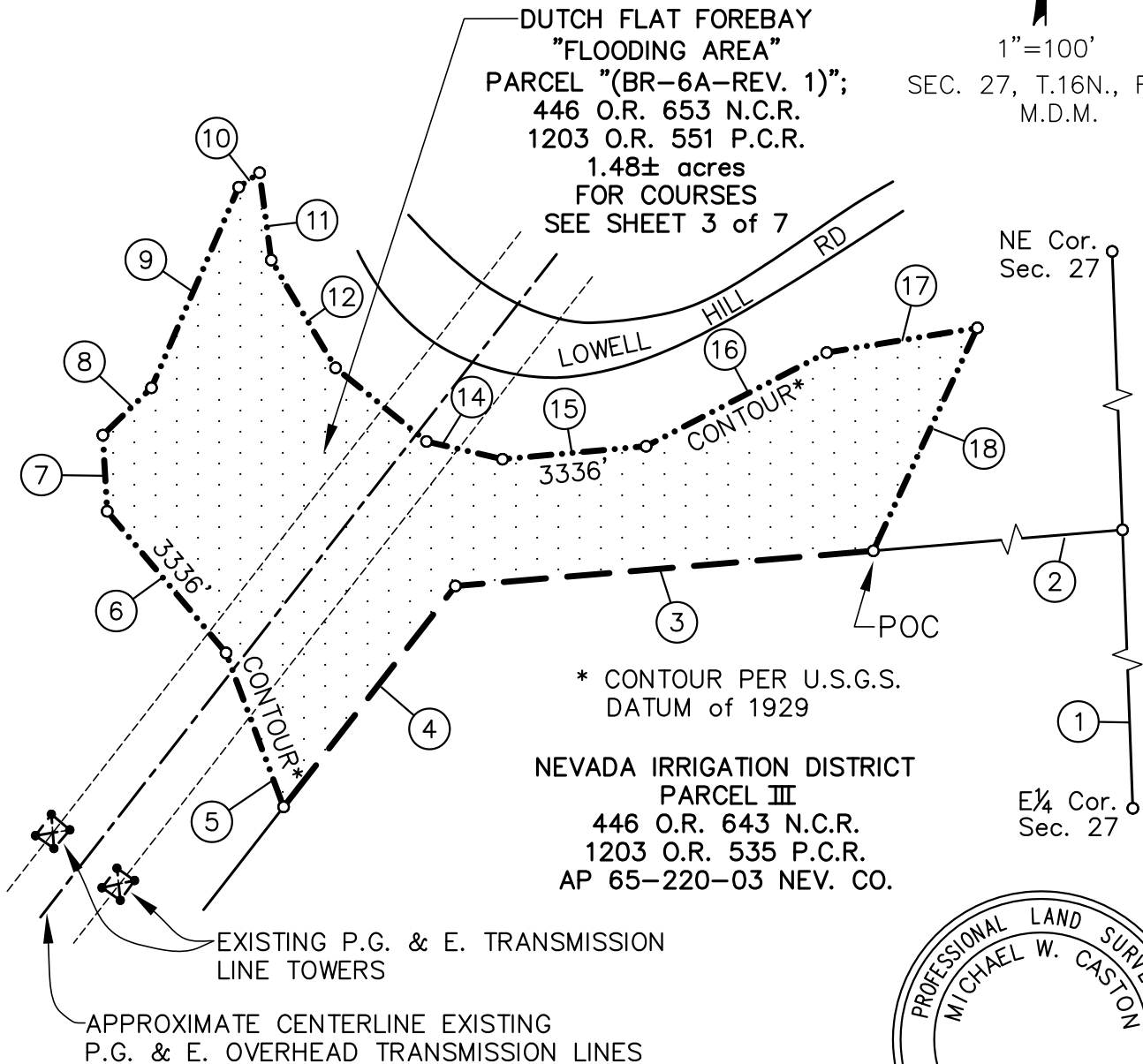
THROUGH LAND OF Pacific Gas and Electric

P.G. & E.
 1 O.R. 214 N.C.R.
 269 O.R. 177 P.C.R.
 AP 65-220-02 NEV. CO.



1"=100'

SEC. 27, T.16N., R.10E.
 M.D.M.



DUTCH FLAT FOREBAY
 "FLOODING AREA"
 PARCEL "(BR-6A-REV. 1)";
 446 O.R. 653 N.C.R.
 1203 O.R. 551 P.C.R.
 1.48± acres
 FOR COURSES
 SEE SHEET 3 of 7

NE Cor.
 Sec. 27

* CONTOUR PER U.S.G.S.
 DATUM of 1929

NEVADA IRRIGATION DISTRICT
 PARCEL III
 446 O.R. 643 N.C.R.
 1203 O.R. 535 P.C.R.
 AP 65-220-03 NEV. CO.

E¼ Cor.
 Sec. 27

EXISTING P.G. & E. TRANSMISSION
 LINE TOWERS

APPROXIMATE CENTERLINE EXISTING
 P.G. & E. OVERHEAD TRANSMISSION LINES



BASIS OF BEARING:

PARCEL "(BR-6A-REV. 1)" PER BOOK 446 OF OFFICIAL
 RECORDS, PAGE 653, NEVADA COUNTY RECORDS.

SHT 2 of 7

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Dutch Flat Forebay "Flooding Area"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"FLOODING AREA" COURSES

NO.	COURSE	DISTANCE
1	S 02°07'15" E	1330.24' TIE
2	N 85°10'56" E	634.10' TIE
3	S 85°10'56" W	247.28'
4	S 37°52'00" W	165.00'
5	N 20°30'00" W	97.00' *
6	N 40°00'00" W	109.00' *
7	N 03°15'00" W	45.00' *
8	N 45°45'00" E	40.00' *
9	N 23°30'00" E	129.00' *
10	N 55°15'00" E	15.00' *
11	S 07°35'00" E	52.00' *
12	S 30°50'00" E	74.00' *
13	S 51°00'00" E	69.00' *
14	S 76°50'00" E	46.00' *
15	N 84°50'00" E	85.00' *
16	N 62°35'00" E	120.00' *
17	N 80°40'00" E	90.00' *
18	S 25°00'00" W	145.13' *

* COURSES ALONG 3336' CONTOUR



SHT 3 of 7

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Dutch Flat Afterbay "Flooding Area #2" SCALE: 1"=100'

THROUGH LAND OF Pacific Gas and Electric



1"=100'

SEC. 27, T.16N., R.10E.
M.D.M.

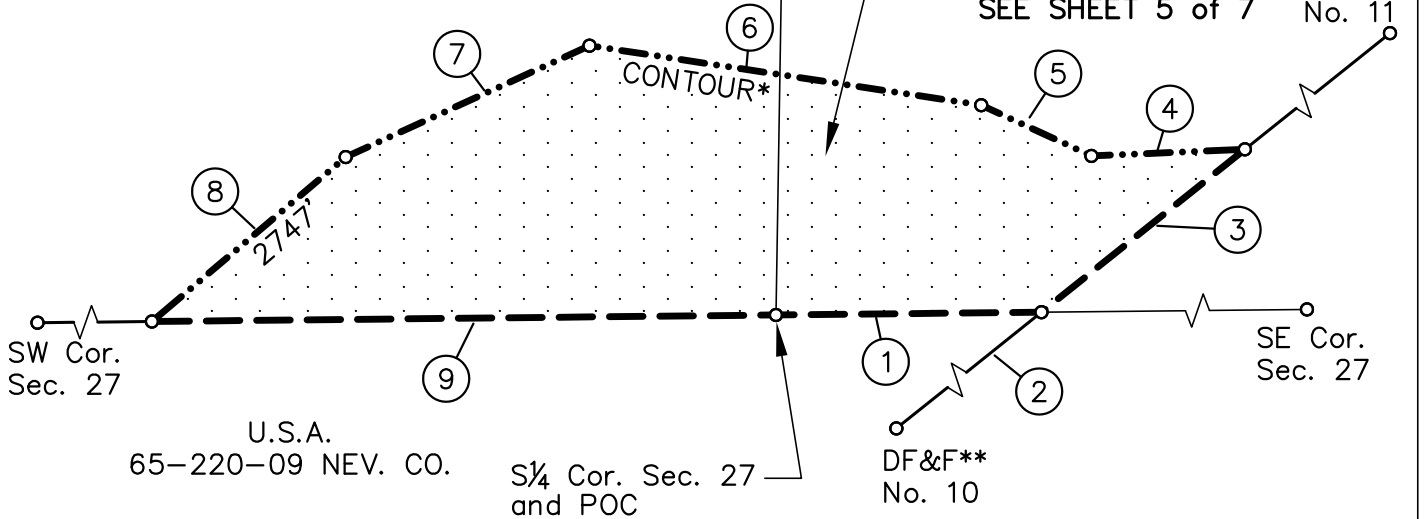
P.G. & E.
1 O.R. 214 N.C.R.
269 O.R. 177 P.C.R.
AP 65-220-13 NEV. CO.

LOT 15

SW¼ SEC 27

DUTCH FLAT AFTERBAY
"FLOODING AREA #2";
PARCEL "g"
446 O.R. 659 N.C.R.
1203 O.R. 551 P.C.R.
1.19± acres
FOR COURSES
SEE SHEET 5 of 7

DF&F**
No. 11



* CONTOUR PER U.S.G.S.
DATUM of 1929

** DUTCH FLAT and FRANKLIN PLACER MINE



BASIS OF BEARING:
PARCEL "g" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 659, NEVADA COUNTY RECORDS.

SHT 4 of 7

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

Dutch Flat Afterbay "Flooding Area #2"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"FLOODING AREA #2" COURSES

NO.	COURSE	DISTANCE
1	N 89°24'08" E	138.29'
2	S 51°18'54" W	94.27' TIE
3	N 51°18'54" E	135.73'
4	S 87°31'41" W	80.00' *
5	N 65°15'53" W	63.17' *
6	N 81°21'34" W	206.34' *
7	S 65°27'15" W	139.62' *
8	S 49°40'34" W	132.36' *
9	N 89°24'08" E	325.00'

* COURSES ALONG 2747' CONTOUR



NEVADA IRRIGATION DISTRICT

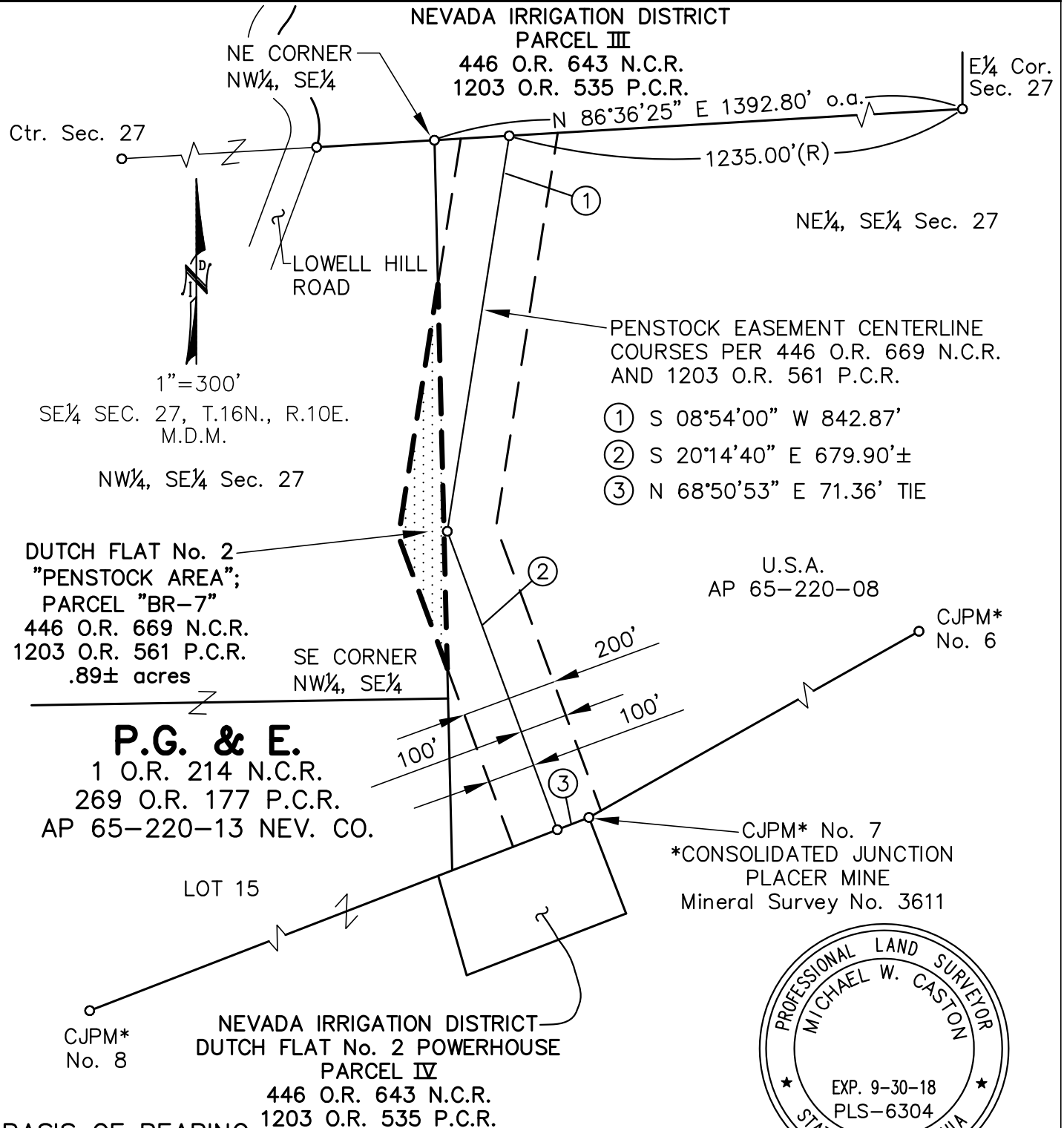
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat No. 2 "Penstock Area"

SCALE: 1"=300'

THROUGH LAND OF Pacific Gas and Electric



BASIS OF BEARING:
 PARCEL "BR-7" PER BOOK 446 OF OFFICIAL RECORDS,
 PAGE 669, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

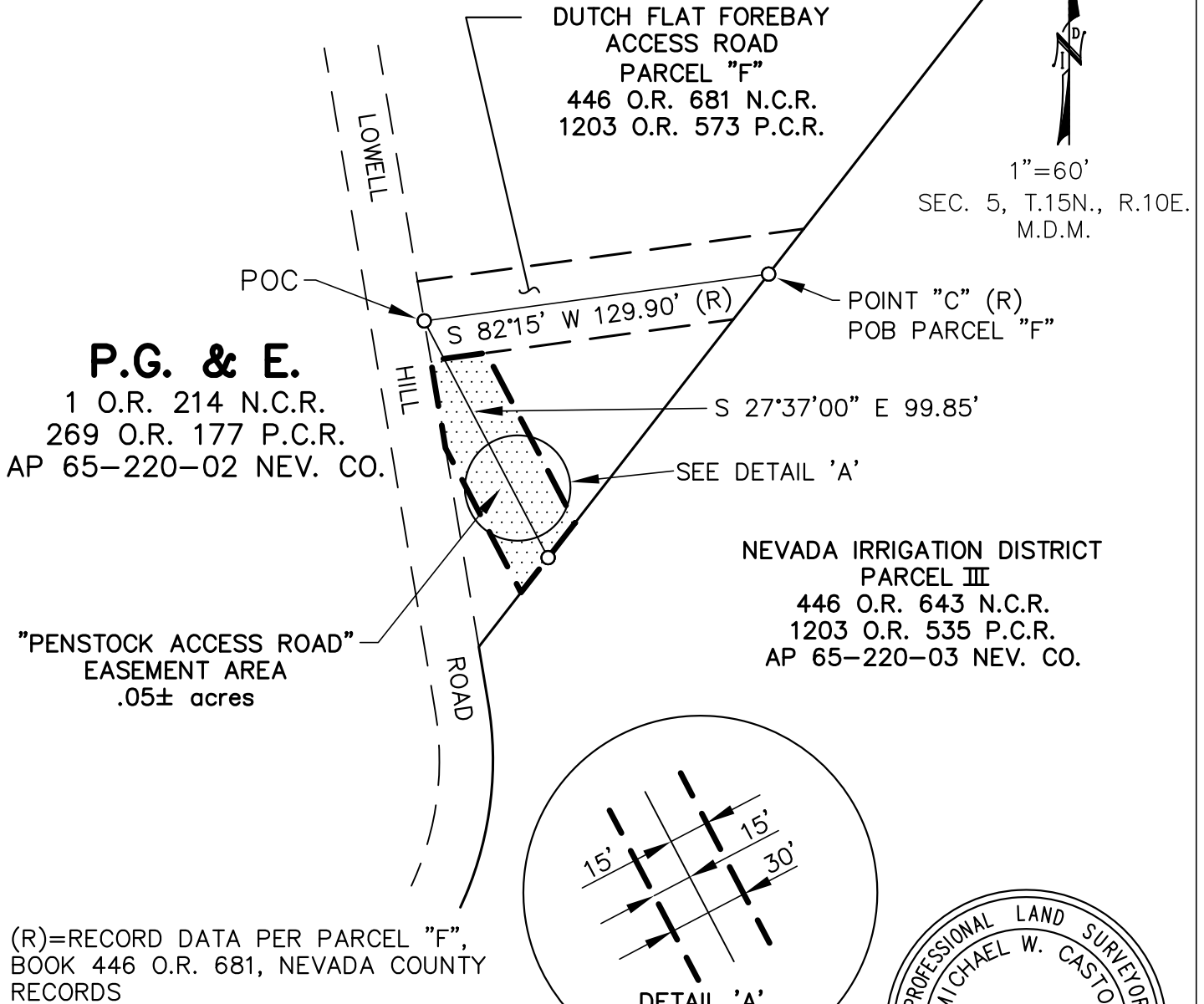
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "8"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Dutch Flat No. 2 "Penstock Access Road" SCALE: 1"=60'

THROUGH LAND OF Pacific Gas and Electric

NOTE: THE POINT OF COMMENCEMENT (POC)
SHOWN HEREON IS THE TERMINUS OF THE CENTERLINE
FOR THE 30.00' EASEMENT PER PARCEL "F" 446 O.R. 681



BASIS OF BEARING:
PARCEL "F" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 681, NEVADA COUNTY RECORDS.



EXHIBIT “9”

Portions of Sections 26, 27 and 34, Township 16 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, said portions lying within P.G.& E. Parcel “5” as said Parcel is described in Exhibit “1” herein, said portions being described as follows:

Fee Title Lands Description

Dutch Flat Afterbay “Flooding Area #3”

A portion of land lying within the southwest quarter of said Section 26 and the southeast quarter of said Section 27, said portion being identical to Parcel “a”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Dutch Flat Afterbay “Flooding Area #4”

A portion of land lying within the southwest quarter of said Section 26 and the southeast quarter of said Section 27, said portion being identical to Parcel “b”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Dutch Flat Afterbay “Flooding Area #5”

A portion of land lying within the southeast quarter of said Section 27, said portion being identical to Parcel “e”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Dutch Flat Afterbay “Flooding Area #6”

A portion of land lying within the southeast quarter of said Section 27, said portion being identical to Parcel “d”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Dutch Flat Afterbay “Flooding Area #7”

A portion of land lying within the southeast quarter of said Section 27 and the north half of said Section 34, said portion being identical to Parcel “c”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Said portions described herein are delineated on Exhibit “10” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the California Professional Land Surveyors Act, on April 17, 2017.



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

NEVADA IRRIGATION DISTRICT

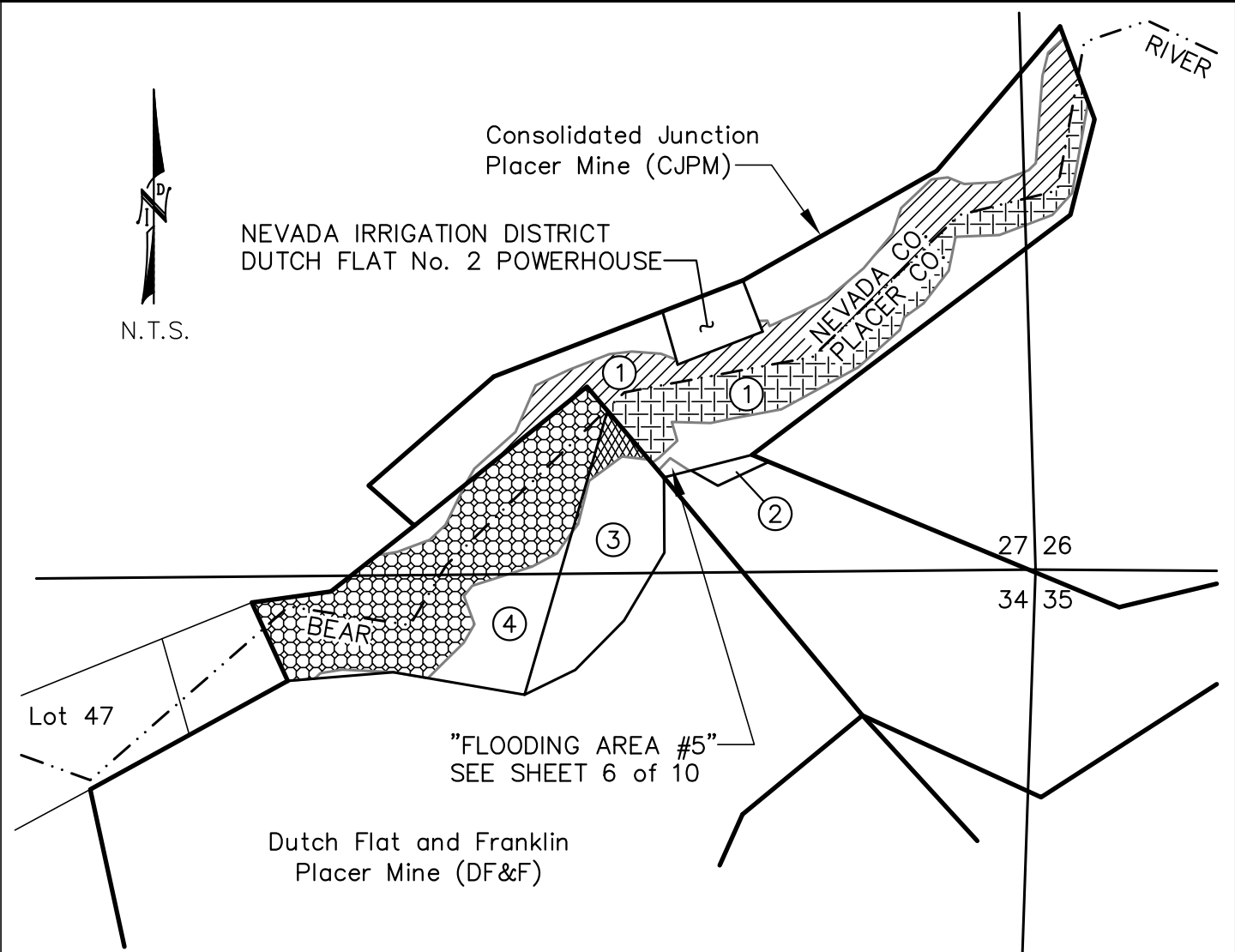
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

THROUGH LAND OF Pacific Gas and Electric

SCALE: Not to Scale



- ① Parcel 1
 - ② Parcel 2
 - ③ Parcel 3
 - ④ Parcel 4
- } 68 O.R. 287 N.C.R.
416 O.R. 440 P.C.R.

 "FLOODING AREA #3"
SEE SHEET 2 of 10

 "FLOODING AREA #4"
SEE SHEET 4 of 10

 "FLOODING AREA #6"
SEE SHEET 7 of 10

 "FLOODING AREA #7"
SEE SHEET 8 of 10



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

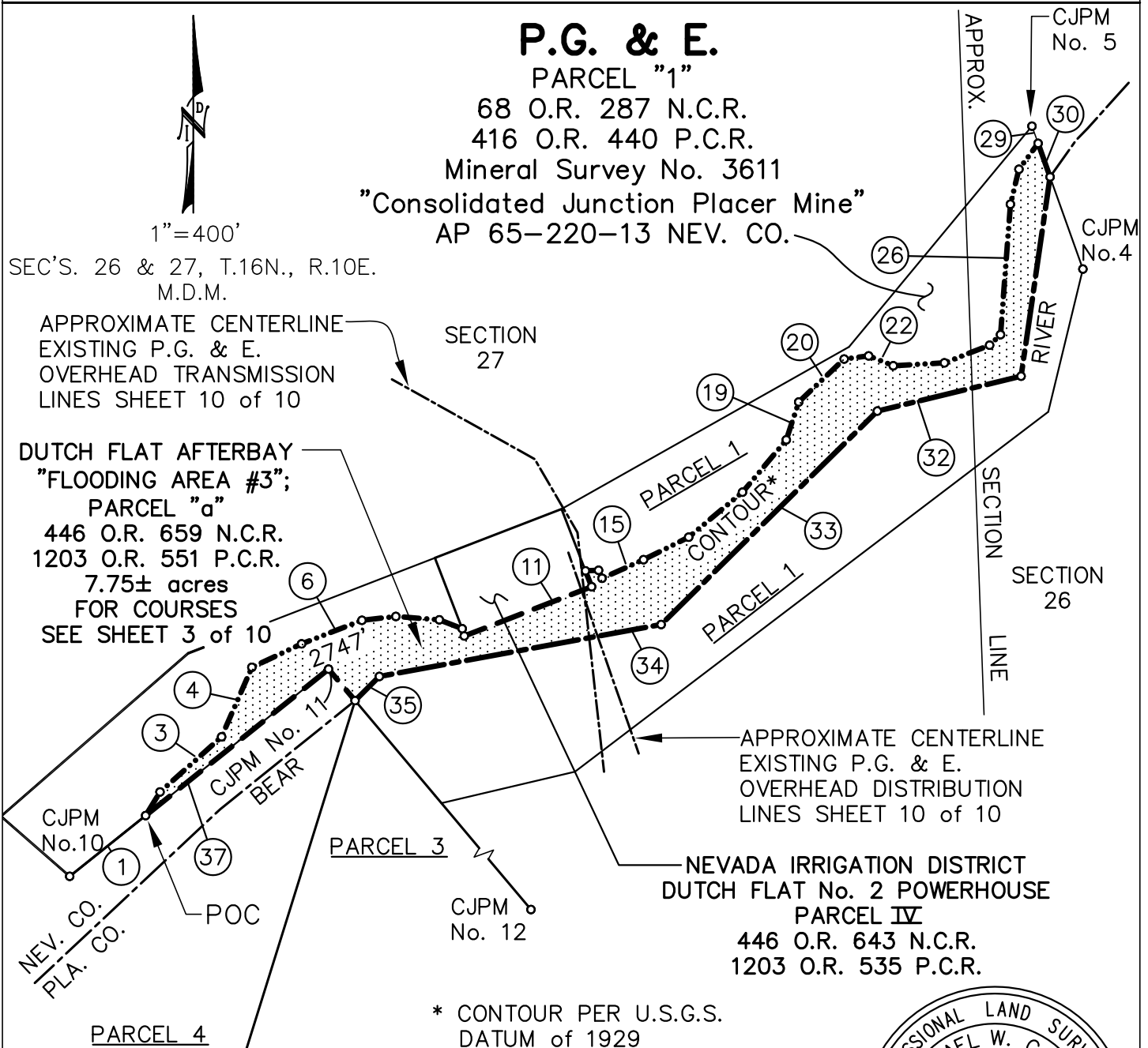
EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

Dutch Flat Afterbay "Flooding Area #3"

SCALE: 1"=400'

THROUGH LAND OF Pacific Gas and Electric



BASIS OF BEARING:
 PARCEL "a" PER BOOK 446 OF OFFICIAL RECORDS,
 PAGE 659, NEVADA COUNTY RECORDS.



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Afterbay "Flooding Area #3" SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"FLOODING AREA #3" COURSES

NO.	COURSE	DISTANCE
1	S 51°18'54" W	256.35' TIE
2	N 31°20'00" E	73.00' *
3	N 48°10'00" E	218.00' *
4	N 23°30'00" E	200.00' *
5	N 64°45'00" E	145.00' *
6	N 68°42'00" E	170.74' *
7	N 83°30'00" E	90.00' *
8	S 85°35'00" E	115.00' *
9	S 68°48'20" E	64.70' *
10	S 15°57'26" E	20.00'
11	N 68°50'53" E	360.00'
12	N 21°09'07" W	45.00'
13	N 87°40'42" E	34.56' *
14	S 23°10'00" E	23.00' *
15	N 65°50'00" E	120.00' *
16	N 63°30'00" E	133.00' *
17	N 50°05'00" E	185.00' *
18	N 39°55'00" E	180.00' *
19	N 18°10'00" E	105.00' *
20	N 46°35'00" E	165.00' *
21	N 82°40'00" E	65.00' *
22	S 68°10'00" E	70.00' *
23	N 86°45'00" E	135.00' *
24	N 68°40'00" E	128.00' *
25	N 45°55'00" E	40.00' *
26	N 04°20'00" E	345.00' *
27	N 13°45'00" E	95.00' *
28	N 36°27'44" E	84.87' *
29	N 19°37'15" W	48.20' TIE
30	S 19°37'15" E	94.03'

"FLOODING AREA #3" COURSES

NO.	COURSE	DISTANCE
31	S 08°16'18" W	531.08' **
32	S 76°21'20" W	390.01' **
33	S 45°21'14" W	801.17' **
34	S 79°33'10" W	755.52' **
35	S 45°07'27" W	90.37' **
36	N 40°04'46" W	108.51'
37	S 51°18'54" W	618.00'

* COURSES ALONG 2747' CONTOUR

** COURSES ALONG BEAR RIVER



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Afterbay "Flooding Area #4"

SCALE: 1"=400'

THROUGH LAND OF Pacific Gas and Electric

* CONTOUR PER U.S.G.S. DATUM OF 1929
 ** LIBERTY HILL PLACER MINE



1"=400'

SEC'S. 26 & 27, T.16N., R.10E.
 M.D.M.

DUTCH FLAT AFTERBAY
 "FLOODING AREA #4";
 PARCEL "b"
 446 O.R. 659 N.C.R.
 1203 O.R. 551 P.C.R.
 7.41± acres
 FOR COURSES
 SEE SHEET 5 of 10

APPROXIMATE CENTERLINE
 EXISTING P.G. & E.
 OVERHEAD TRANSMISSION
 LINES SHEET 10 of 10

CJPM
 No. 11

PLA. CO.

PARCEL 3

CJPM
 No. 12

P.G. & E.

PARCEL "1"

68 O.R. 287 N.C.R.
 416 O.R. 440 P.C.R.

Mineral Survey No. 3611

"Consolidated Junction Placer Mine"
 AP 062-020-003 PLA. CO.

BASIS OF BEARING:

PARCEL "b" PER BOOK 446 OF OFFICIAL RECORDS,
 PAGE 659, NEVADA COUNTY RECORDS.



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Afterbay "Flooding Area #4" SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"FLOODING AREA #4" COURSES

NO.	COURSE	DISTANCE
1	S 19°37'15" E	48.00'
2	S 00°51'10" E	228.50' **
3	S 02°39'02" W	108.12' **
4	S 13°09'03" W	109.88' **
5	S 42°12'26" W	116.10' **
6	S 69°17'38" W	223.43' **
7	S 87°40'59" W	173.14' **
8	S 11°23'32" W	136.69' **
9	S 37°30'15" W	162.61' **
10	S 54°27'44" W	94.63' **
11	S 18°46'41" W	52.81' **
12	S 48°06'32" W	221.65' **
13	S 61°20'59" W	344.14' **
14	S 79°27'14" W	191.23' **
15	S 78°19'52" W	93.94' **
16	N 88°30'09" W	153.05' **
17	S 16°32'25" E	77.20' **
18	S 46°38'12" W	99.04' **
19	S 56°00'48" W	36.42' **
20	N 40°04'46" W	270.00'
21	N 40°04'46" W	108.51' TIE
22	N 45°07'27" E	90.37' *
23	N 79°33'10" E	755.52' *
24	N 45°21'14" E	801.17' *
25	N 76°21'20" E	390.01' *
26	N 08°16'18" E	531.08' *
27	S 19°37'15" E	35.97'

** COURSES ALONG 2747' CONTOUR

* COURSES ALONG BEAR RIVER



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Afterbay "Flooding Area #5" SCALE: 1"=50'

THROUGH LAND OF Pacific Gas and Electric

P.G. & E.

PARCEL "1"

68 O.R. 287 N.C.R.

416 O.R. 440 P.C.R.

Mineral Survey No. 3611

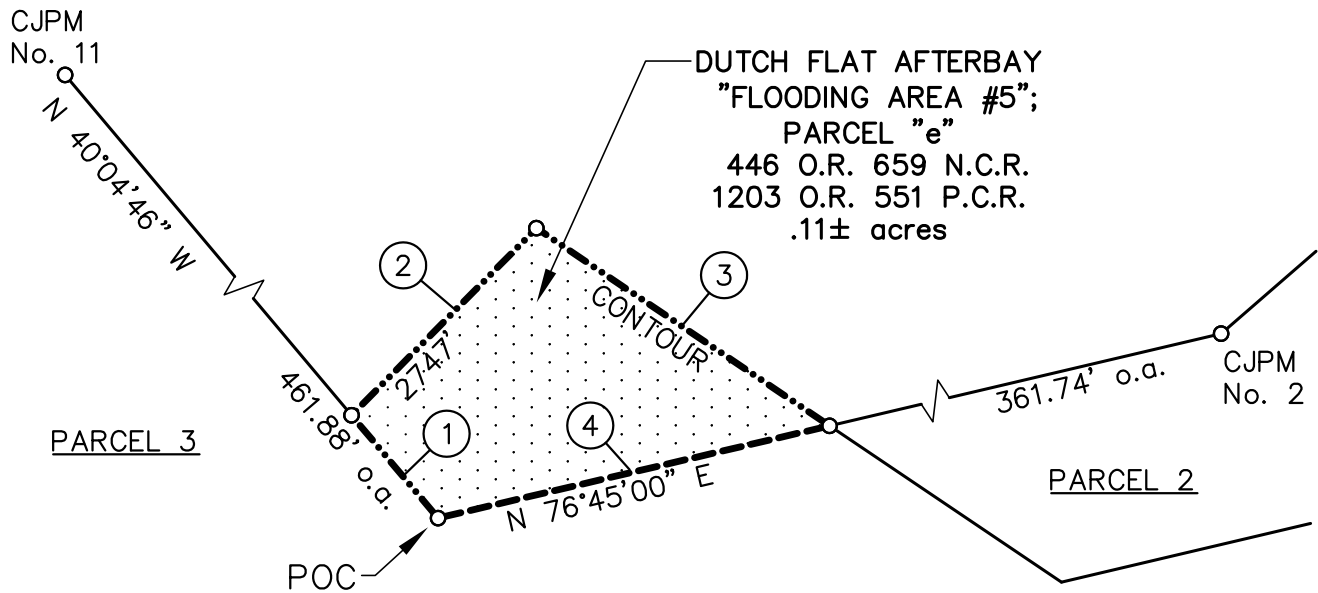
"Consolidated Junction Placer Mine"

AP 062-020-003 PLA. CO.



1"=50'

SEC. 27, T.16N., R.10E.
M.D.M.



"FLOODING AREA #5" COURSES

NO.	COURSE	DISTANCE
1	N 40°04'46" W	35.00' *
2	N 44°39'09" E	68.49' *
3	S 56°00'35" E	92.08' *
4	S 76°45'00" W	104.74'

* COURSES ALONG 2747' CONTOUR
PER U.S.G.S. DATUM of 1929



BASIS OF BEARING:

PARCEL "e" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 659, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

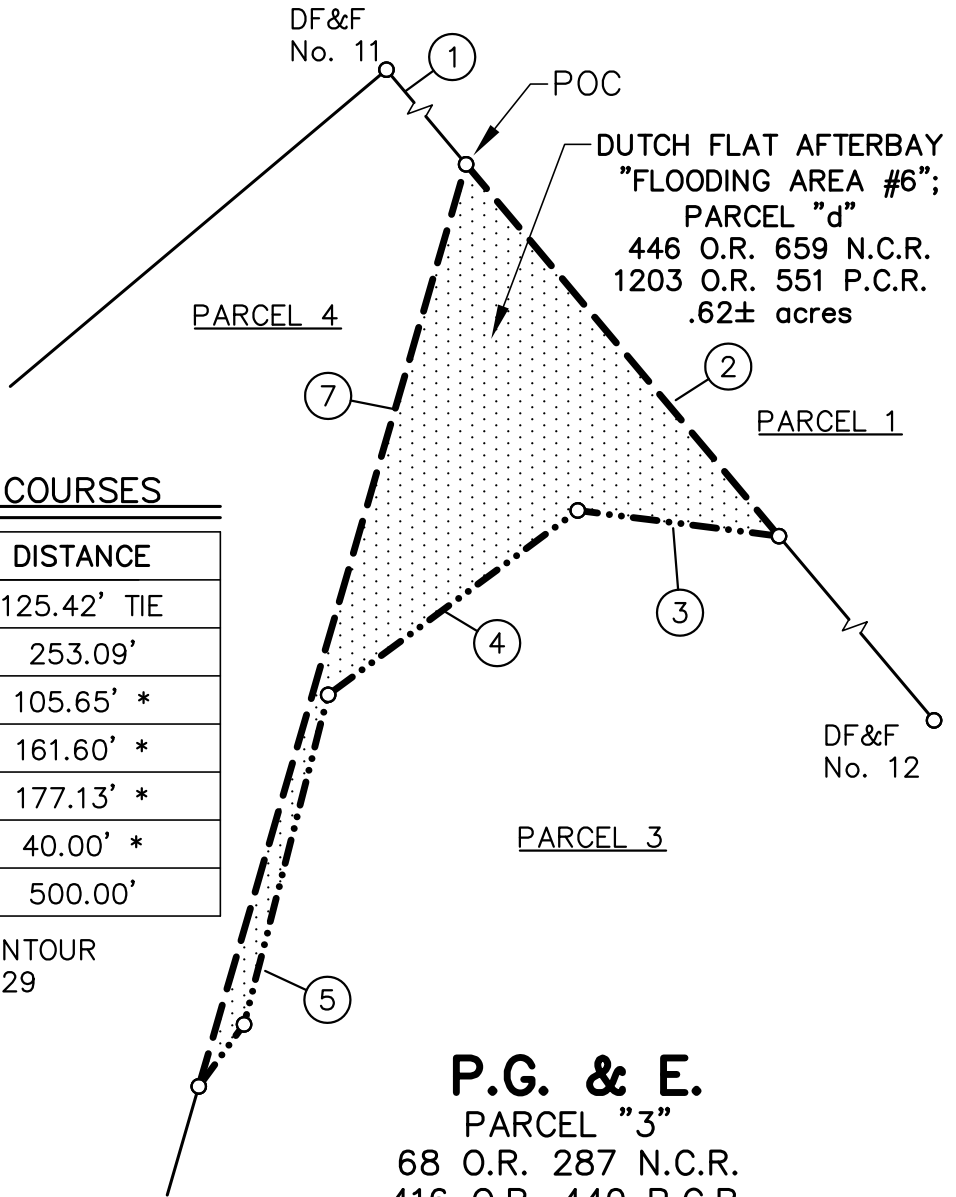
PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Afterbay "Flooding Area #6" SCALE: 1"=100'

THROUGH LAND OF Pacific Gas and Electric



1"=100'

SEC. 27, T.16N., R.10E.
M.D.M.



"FLOODING AREA #6" COURSES

NO.	COURSE	DISTANCE
1	N 40°04'46" W	125.42' TIE
2	S 40°04'46" E	253.09'
3	N 82°44'06" W	105.65' *
4	S 53°33'20" W	161.60' *
5	S 14°18'59" W	177.13' *
6	S 36°07'24" W	40.00' *
7	N 16°10'04" E	500.00'

* COURSES ALONG 2747' CONTOUR
PER U.S.G.S. DATUM of 1929



P.G. & E.
 PARCEL "3"
 68 O.R. 287 N.C.R.
 416 O.R. 440 P.C.R.
 Portion Lot 44

"Dutch Flat and Franklin Placer Mine"
 AP 062-020-001 PLA. CO.

BASIS OF BEARING:
 PARCEL "d" PER BOOK 446 OF OFFICIAL RECORDS,
 PAGE 659, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Dutch Flat Afterbay "Flooding Area #7"

SCALE: 1"=300'

THROUGH LAND OF Pacific Gas and Electric

AP 65-220-13
 NEV. CO.

DUTCH FLAT AFTERBAY
 "FLOODING AREA #7";
 PARCEL "c"
 446 O.R. 659 N.C.R.
 1203 O.R. 551 P.C.R.
 13.57± acres
 FOR COURSES
 SEE SHEET 9 of 10

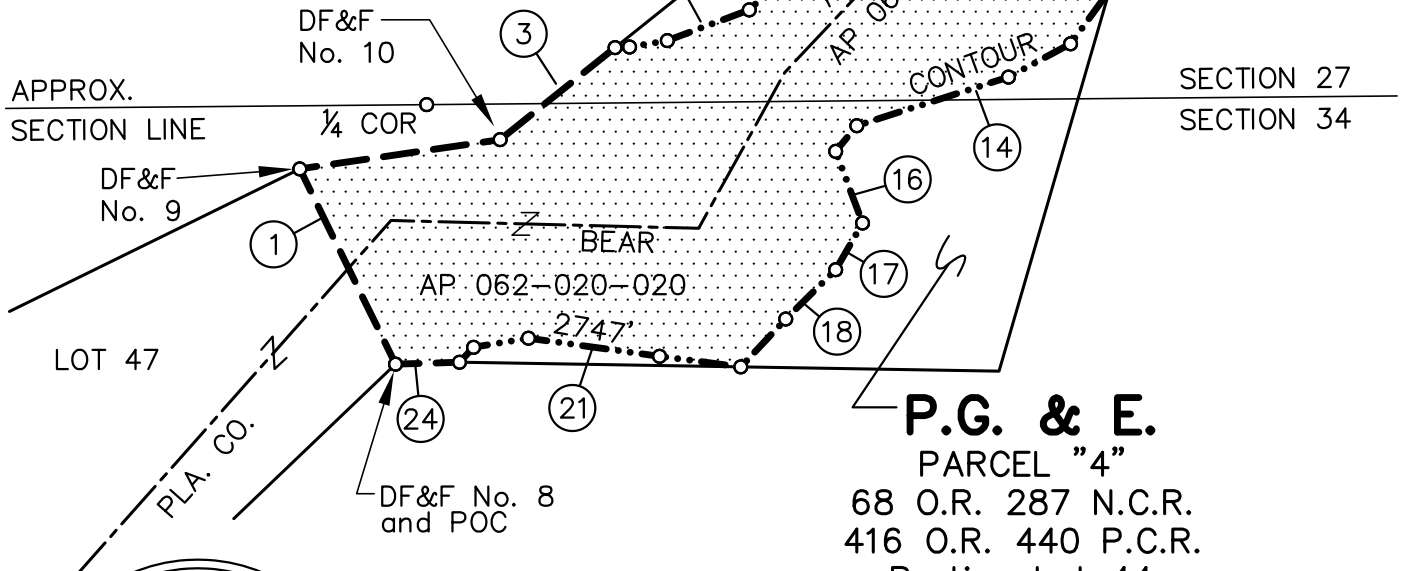
DF&F
 NO. 11

NEV. CO.
 RIVER



1"=300'

SEC'S. 27 & 34, T.16N., R.10E.
 M.D.M.



P.G. & E.

PARCEL "4"

68 O.R. 287 N.C.R.
 416 O.R. 440 P.C.R.
 Portion Lot 44

"Dutch Flat and Franklin Placer Mine"
 AP 65-220-13 NEV. CO.
 AP 062-020-001 & 020 PLA. CO.



COURSES ④ - ⑧ AND ⑫ - ⑳ ARE
 ALONG 2747' CONTOUR PER U.S.G.S.
 DATUM of 1929

BASIS OF BEARING:
 PARCEL "c" PER BOOK 446 OF OFFICIAL RECORDS,
 PAGE 659, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "10"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Dutch Flat Afterbay "Flooding Area #7" SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"FLOODING AREA #7" COURSES

NO.	COURSE	DISTANCE
1	N 26°07'47" W	339.73'
2	N 81°40'58" E	316.34'
3	N 51°18'54" E	230.00'
4	N 87°31'41" E	22.72' *
5	N 80°22'49" E	59.84' *
6	N 69°26'38" E	136.70' *
7	N 46°25'13" E	85.59' *
8	N 25°28'17" E	178.32' *
9	N 51°18'54" E	618.00'
10	S 40°04'46" E	125.42'
11	S 16°10'04" W	500.00'
12	S 36°07'24" W	102.83' *
13	S 61°48'18" W	110.06' *
14	S 72°13'13" W	248.89' *
15	S 39°31'21" W	51.86' *
16	S 20°33'22" E	119.62' *
17	S 29°54'49" W	84.22' *
18	S 45°22'11" W	109.60' *
19	S 43°12'24" W	102.58' *
20	N 82°35'00" W	128.00' *
21	N 82°08'52" W	206.78' *
22	S 80°35'07" W	86.93' *
23	S 43°12'58" W	32.00' *
24	S 88°17'51" W	100.00'

* COURSES ALONG 2747' CONTOUR
PER U.S.G.S. DATUM of 1929



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT '10'

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits
P.G. & E. Existing Overhead Lines at Dutch
Flat Afterbay

DATE April 17, 2017
SCALE: 1"=300'

THROUGH LAND OF Pacific Gas and Electric

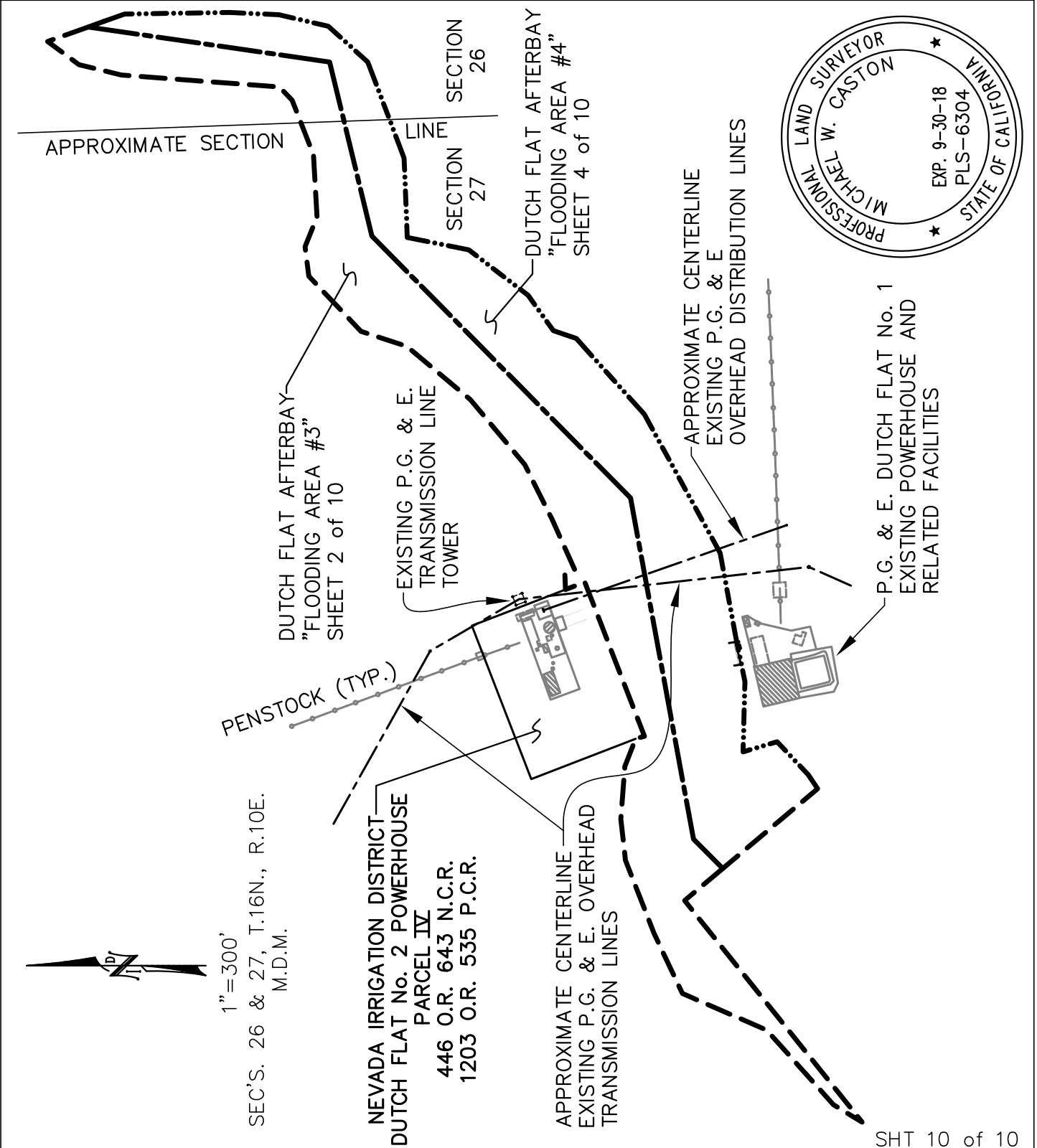


EXHIBIT “11”

Portions of Sections 33 and 34, Township 16 North, Range 10 East, M.D.M., Nevada and Placer Counties, California, said portions lying within P.G.& E. Parcel “6” as said Parcel is described in Exhibit “1” herein, said portions being described as follows:

Fee Title Lands Description

Dutch Flat Afterbay “Flooding Area #8”

A portion of land lying within the northwest quarter of said Section 34, said portion being identical to Parcel “h”, per Book 446 of Official Records, Page 659, Nevada County Records and Book 1203 of Official Records, Page 551, Placer County Records.

Chicago Park Conduit “Intake Wasteway Area”

A portion of land lying within the northwest quarter of said Section 34.

Chicago Park Conduit “Segment 1”

Portions of land lying within the east half of said Section 33 and the northwest quarter of Section 34, said portions being identical to Parcel “5”, per Book 446 of Official Records, Page 672, Nevada County Records and Book 1203 of Official Records, Page 564, Placer County Records.

Said portions described herein are delineated on Exhibit “12” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the California Professional Land Surveyors Act, on April 17, 2017.



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

NEVADA IRRIGATION DISTRICT

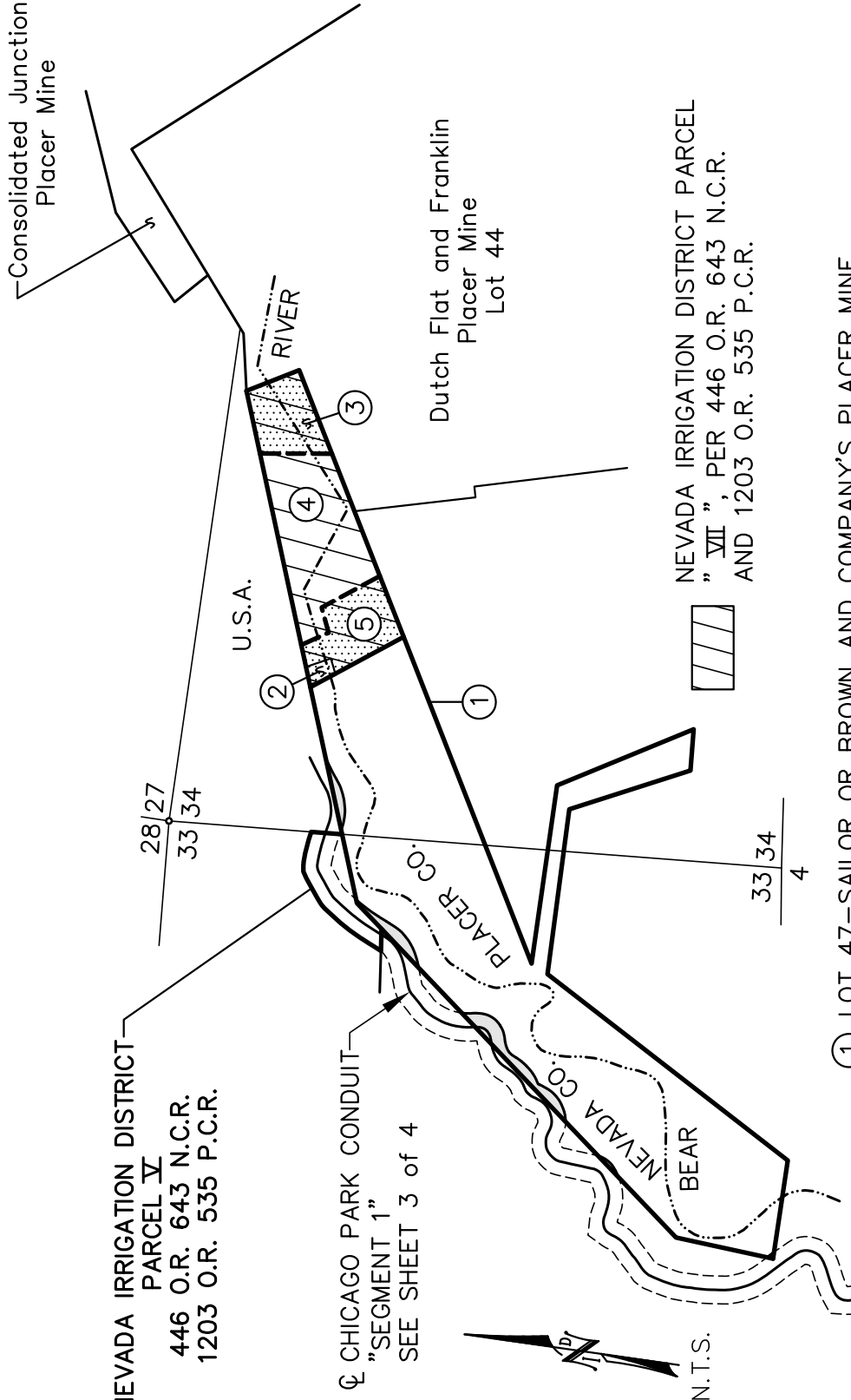
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "12"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

THROUGH LAND OF Pacific Gas and Electric

SCALE: Not to Scale

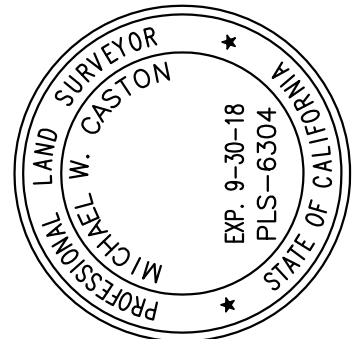


NEVADA IRRIGATION DISTRICT
PARCEL V
446 O.R. 643 N.C.R.
1203 O.R. 535 P.C.R.

CHICAGO PARK CONDUIT
"SEGMENT 1"
SEE SHEET 3 of 4

NEVADA IRRIGATION DISTRICT PARCEL
" VII ", PER 446 O.R. 643 N.C.R.
AND 1203 O.R. 535 P.C.R.

- ① LOT 47-SAILOR OR BROWN AND COMPANY'S PLACER MINE
8 O.R. 105 & 117, Doc. No. 90-16269 N.C.R. and 287 O.R. 158 & 164 P.C.R.
- ② NEVADA IRRIGATION DISTRICT CHICAGO PARK CONDUIT INTAKE WASTEWAY
EASEMENT; PCL " I " PER 446 O.R. 656 N.C.R. AND 1203 O.R. 548 P.C.R.
- ③ DUTCH FLAT AFTERBAY "FLOODING AREA #8"
SEE SHEET 2 of 4
- ④ NEVADA IRRIGATION DISTRICT PARCEL "BR-12-1", PER 452 O.R. 294 N.C.R.
AND 1209 O.R. 63 P.C.R. PARCEL " VII ", PER 446 O.R. 643 N.C.R. AND
1203 O.R. 535 P.C.R.
- ⑤ CHICAGO PARK CONDUIT "INTAKE WASTEWAY AREA"
SEE SHEET 2 of 4



NEVADA IRRIGATION DISTRICT

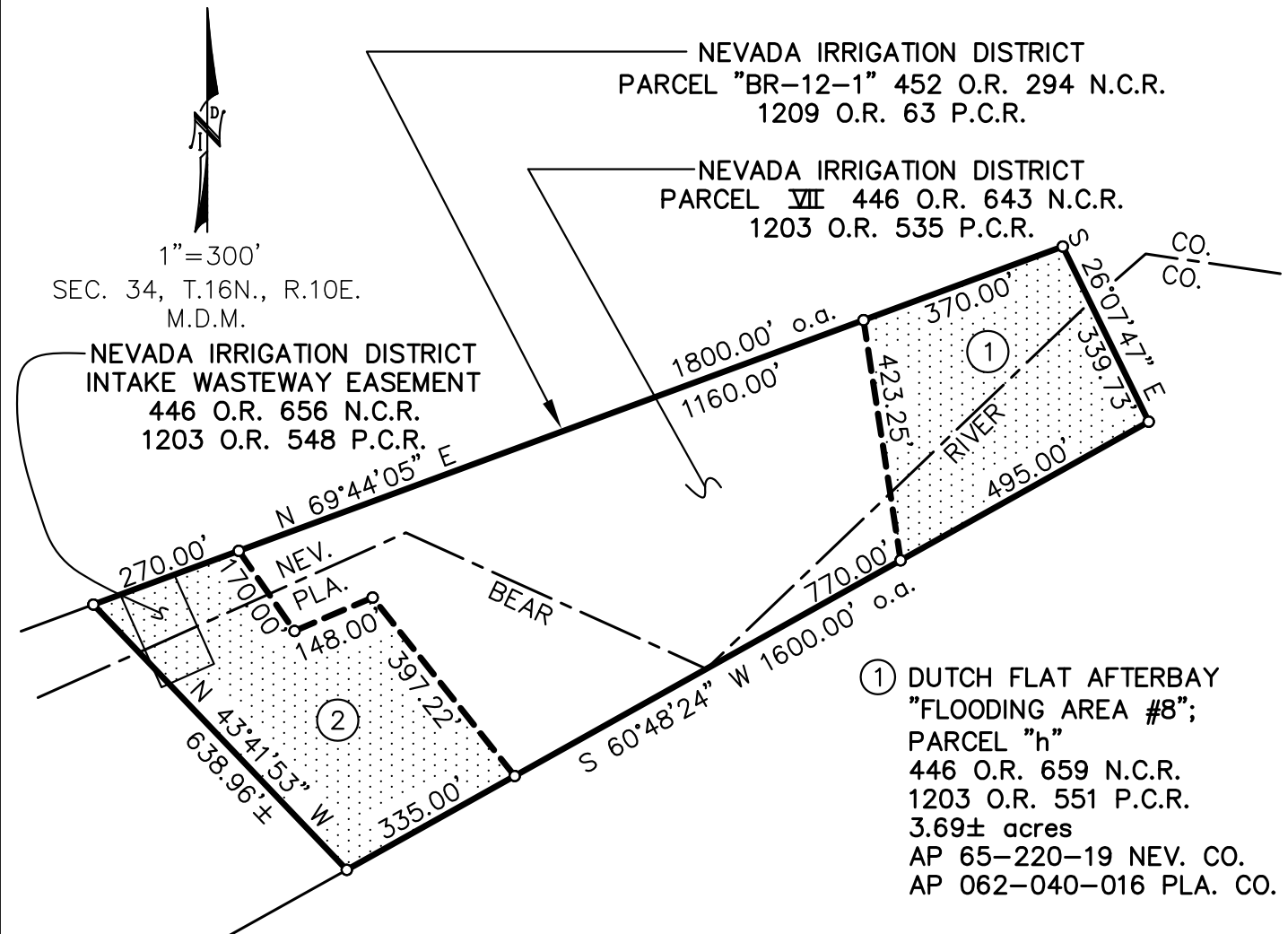
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "12"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits
 Dutch Flat Afterbay "Flooding Area #8" and
 Chicago Park Conduit "Intake Wasteway Area"
 THROUGH LAND OF Pacific Gas and Electric

DATE April 17, 2017

SCALE: 1"=300'



P.G. & E.

8 O.R. 105 & 117, Doc. No. 90-16269 N.C.R.
 287 O.R. 158 & 164 P.C.R.
 Portions Lot 47

"Sailor or Brown and Company's
 Placer Mining Claim"
 AP 65-220-20 NEV. CO.
 AP 062-040-017 PLA. CO.



BASIS OF BEARING:

PARCEL "BR-12-1" PER BOOK 452 OF OFFICIAL RECORDS,
 PAGE 294, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "12"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 1"

SCALE: 1"=800'

THROUGH LAND OF Pacific Gas and Electric



1"=800'

SEC'S. 33 & 34, T.16N., R.10E.
M.D.M.

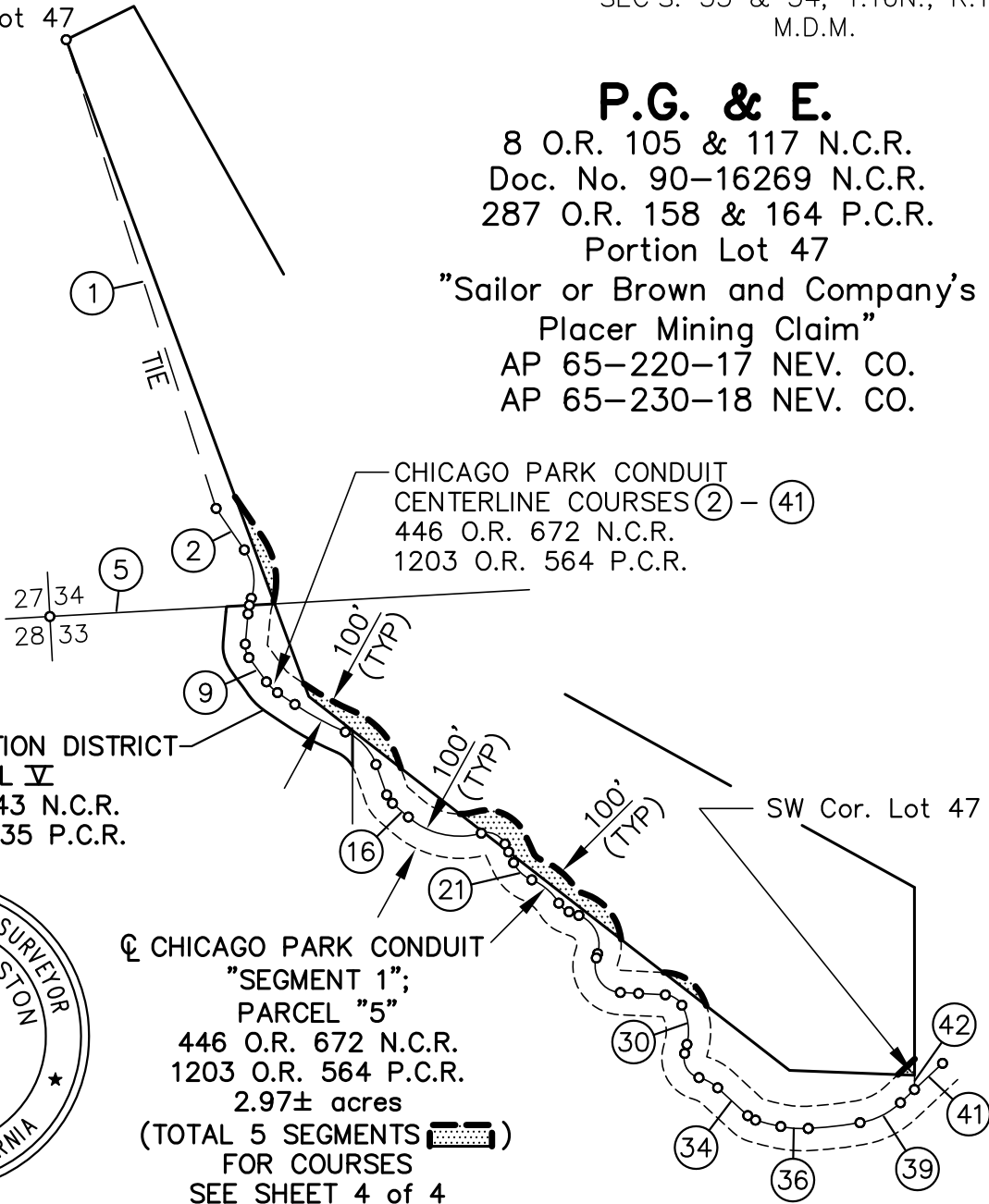
P.G. & E.

8 O.R. 105 & 117 N.C.R.
Doc. No. 90-16269 N.C.R.
287 O.R. 158 & 164 P.C.R.
Portion Lot 47

"Sailor or Brown and Company's
Placer Mining Claim"

AP 65-220-17 NEV. CO.
AP 65-230-18 NEV. CO.

Northerly Cor. Lot 47



NEVADA IRRIGATION DISTRICT
PARCEL V
446 O.R. 643 N.C.R.
1203 O.R. 535 P.C.R.



CHICAGO PARK CONDUIT
"SEGMENT 1";
PARCEL "5"
446 O.R. 672 N.C.R.
1203 O.R. 564 P.C.R.
2.97± acres
(TOTAL 5 SEGMENTS FOR COURSES
SEE SHEET 4 of 4

BASIS OF BEARING:

PARCEL "5" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 672, NEVADA COUNTY RECORDS.

SHT 3 of 4

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "12"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 1"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"SEGMENT 1" COURSES

NO.	COURSE	DISTANCE
1	N 72°16'18" E	2216.92' TIE
2	S 55°42'47" W	226.06'
3	R=250.00' Δ=52°15'55" L=228.05'	
4	R=324.17' Δ=05°51'34" L=33.15'	
5	N 03°12'07" W	899.96' TIE
6	R=324.17' Δ=06°50'57" L=38.75'	
7	N 84°43'49" W	137.06'
8	R=90.00' Δ=41°04'10" L=64.51'	
9	S 54°12'01" W	134.43'
10	R=200.00' Δ=20°01'16" L=69.89'	
11	S 34°10'45" W	94.39'
12	R=1335.42' Δ=11°08'14" L=259.58'	
13	R=250.00' Δ=47°29'02" L=207.19'	
14	S 70°31'33" W	145.23'
15	R=90.00' Δ=29°35'01" L=46.47'	
16	S 40°56'32" W	94.62'
17	R=352.89' Δ=56°56'47" L=350.74'	
18	R=90.00' Δ=81°06'27" L=127.40'	
19	S 65°06'12" W	92.91'
20	R=152.38' Δ=43°18'07" L=115.16'	
21	R=247.25' Δ=37°54'25" L=163.58'	
22	R=90.00' Δ=39°12'57" L=61.60'	
23	S 20°29'33" W	47.02'
24	R=140.00' Δ=86°45'41" L=212.00'	
25	N 72°44'46" W	20.09'
26	R=120.00' Δ=104°18'01" L=218.45'	
27	S 02°57'13" W	202.85'
28	R=90.00' Δ=58°22'24" L=91.69'	
29	R=244.57' Δ=42°42'33" L=182.31'	
30	N 75°57'50" W	42.09'

"SEGMENT 1" COURSES

NO.	COURSE	DISTANCE
31	R=90.00' Δ=89°23'52" L=140.43'	
32	R=197.31' Δ=28°08'05" L=96.89'	
33	S 42°46'23" W	184.59'
34	R=90.00' Δ=25°56'08" L=40.74'	
35	R=1236.28' Δ=05°26'06" L=117.27'	
36	R=490.21' Δ=14°34'56" L=124.76'	
37	S 03°10'47" E	.52'
38	R=2104.40' Δ=06°22'01" L=233.85'	
39	R=351.76' Δ=33°33'17" L=206.00'	
40	S 43°06'05" E	86.52'
41	S 43°06'05" E	173.10'
42	S 89°36'30" E	64.31' TIE



EXHIBIT "13"

A portion of Lot 48, and a portion of Lot 76 within Section 33, Township 16 North, Range 10 East, and a portion of Lot 40 within Section 4, Township 15 North, Range 10 East, M.D.M., Nevada County, California, said portions lying within P.G.& E. Parcels "7", "8" and "9", as said Parcels are described in Exhibit "1" herein, said portions being described as follows:

Fee Title Lands Description

Chicago Park Conduit "Segment 2"

A strip of land varying in width, on, over and across a portion of said Lot 48 within the east half of said Section 33, said portion being identical to Parcel "6", per Book 446 of Official Records, Page 672, Nevada County Records and Book 1203 of Official Records, Page 564, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

Chicago Park Conduit "Segment 3"

A strip of land varying in width, on, over and across a portion of said Lot 76, said portion being identical to Parcel "2", per Book 446 of Official Records, Page 672, Nevada County Records and Book 1203 of Official Records, Page 564, Placer County Records, recorded May 16, 1968 and June 21, 1968, respectively.

Chicago Park Conduit "Segment 4"

Portions of land lying within the east half of said Section 33 and the northwest quarter of Section 4, said portions being identical to Parcel "5", per Book 446 of Official Records, Page 672, Nevada County Records and Book 1203 of Official Records, Page 564, Placer County Records.

Said portions described herein are delineated on Exhibit "14" attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the California Professional Land Surveyors Act, on April 17, 2017.



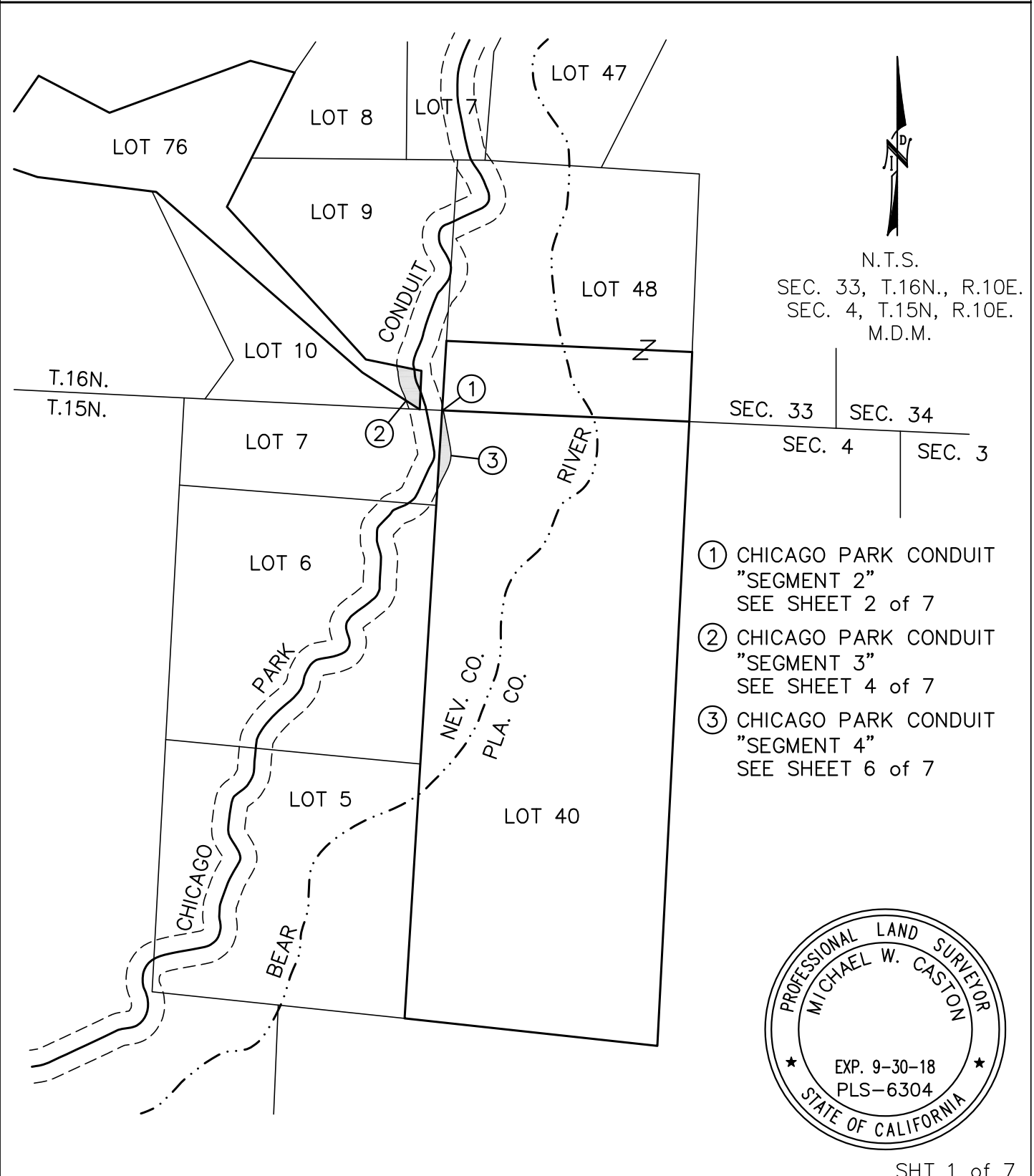
Michael W. Caston, P.L.S. 6304

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Chicago Park Conduit "Segments 2, 3 and 4" SCALE: Not to Scale
 THROUGH LAND OF Pacific Gas and Electric



NEVADA IRRIGATION DISTRICT

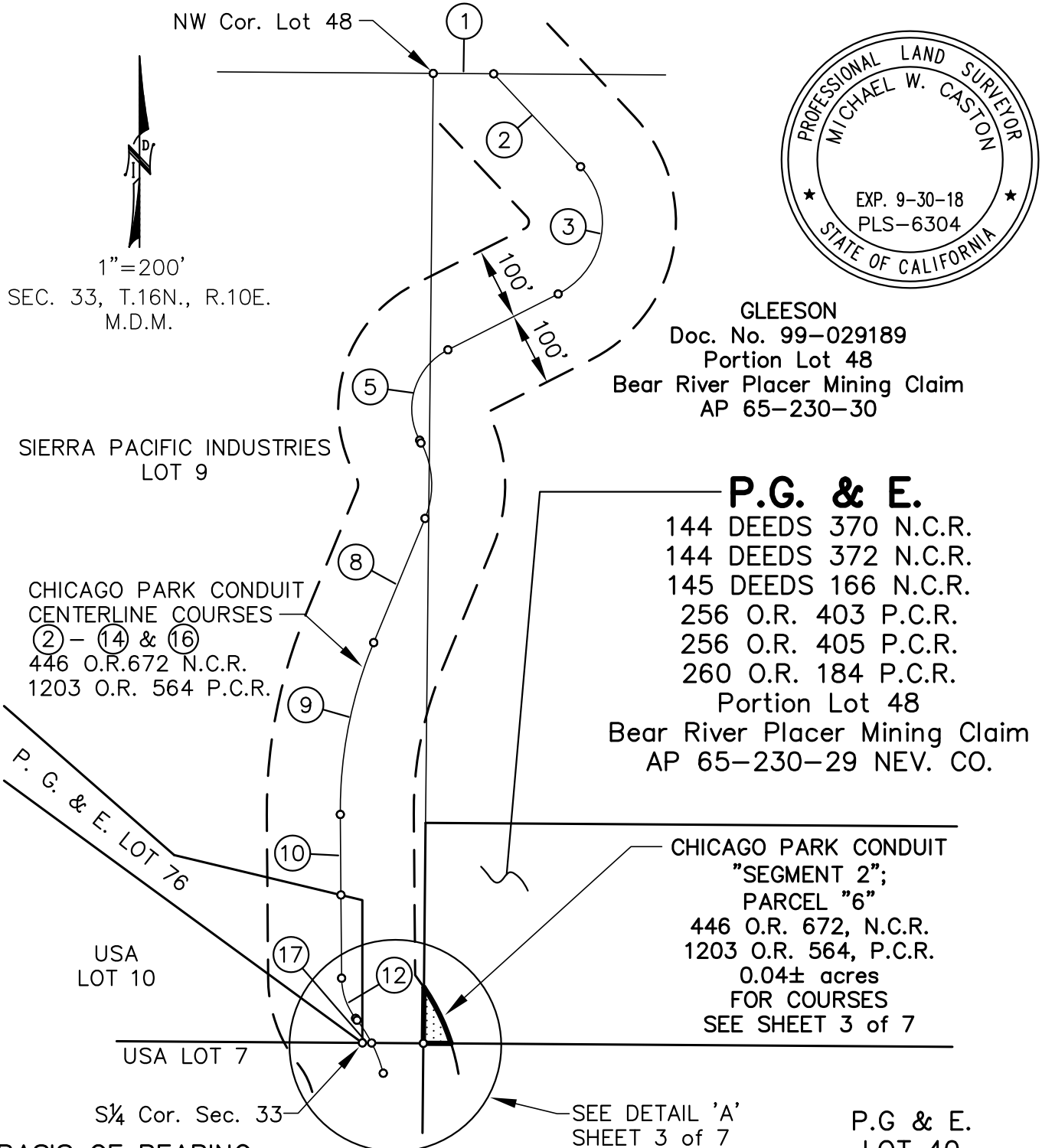
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 2"

SCALE: 1"=200'

THROUGH LAND OF Pacific Gas and Electric



BASIS OF BEARING:
PARCEL "6" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 672, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 2"

SCALE: N/A

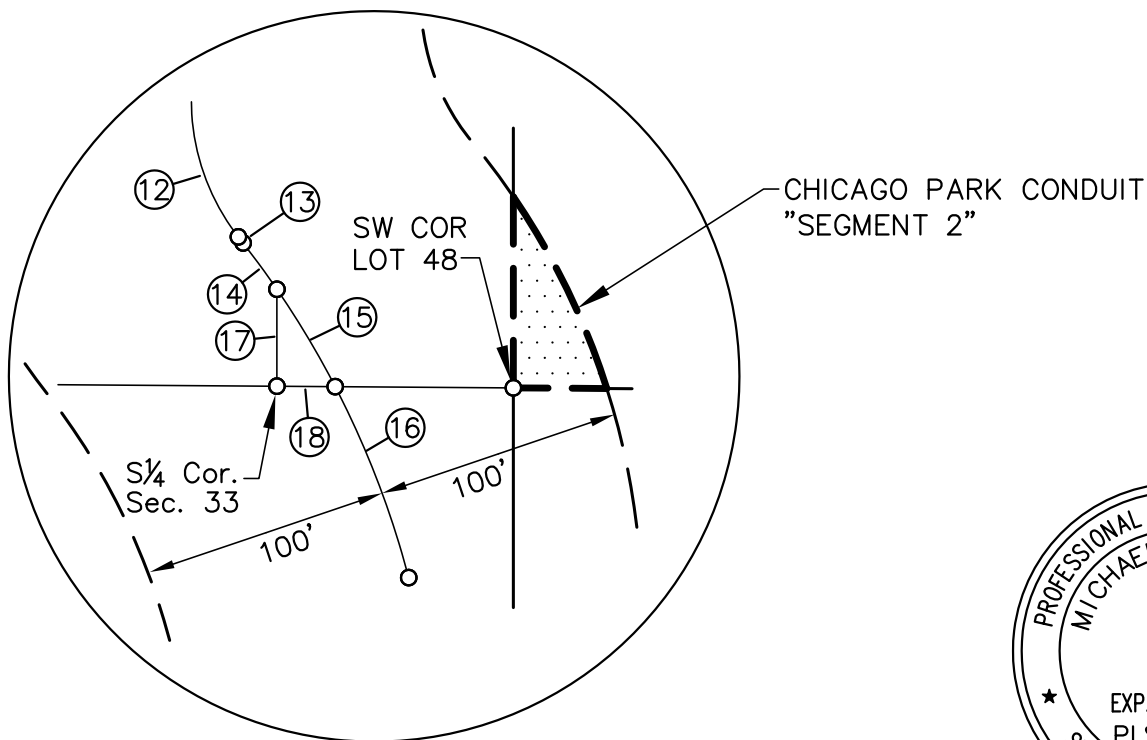
THROUGH LAND OF Pacific Gas and Electric

"SEGMENT 2" COURSES

NO.	COURSE	DISTANCE
1	N 89°36'30" W	82.23' TIE
2	S 43°06'05" E	173.10'
3	R=110.00' Δ=106°13'18" L=203.93'	
4	S 63°07'13" W	167.99'
5	R=90.00' Δ=91°31'20" L=143.76'	
6	S 28°24'07" E	4.00'
7	R=120.00' Δ=50°51'04" L=106.50'	
8	S 22°26'57" W	182.77'
9	R=600.00' Δ=22°54'27" L=239.89'	
10	S 00°27'30" E	109.56'
11	S 00°27'30" E	113.34'

"SEGMENT 2" COURSES

NO.	COURSE	DISTANCE
12	R=90.00' Δ=37°29'02" L=58.88'	
13	S 37°56'32" E	3.15'
14	R=200.00' Δ=03°32'07" L=12.34'	
15	R=200.00' Δ=07°01'07" L=24.50'	
16	R=200.00' Δ=12°40'59" L=44.27'	
17	SOUTH	20.92' TIE
18	N 89°36'30" W	12.57' TIE



DETAIL 'A'
Not to Scale



NEVADA IRRIGATION DISTRICT

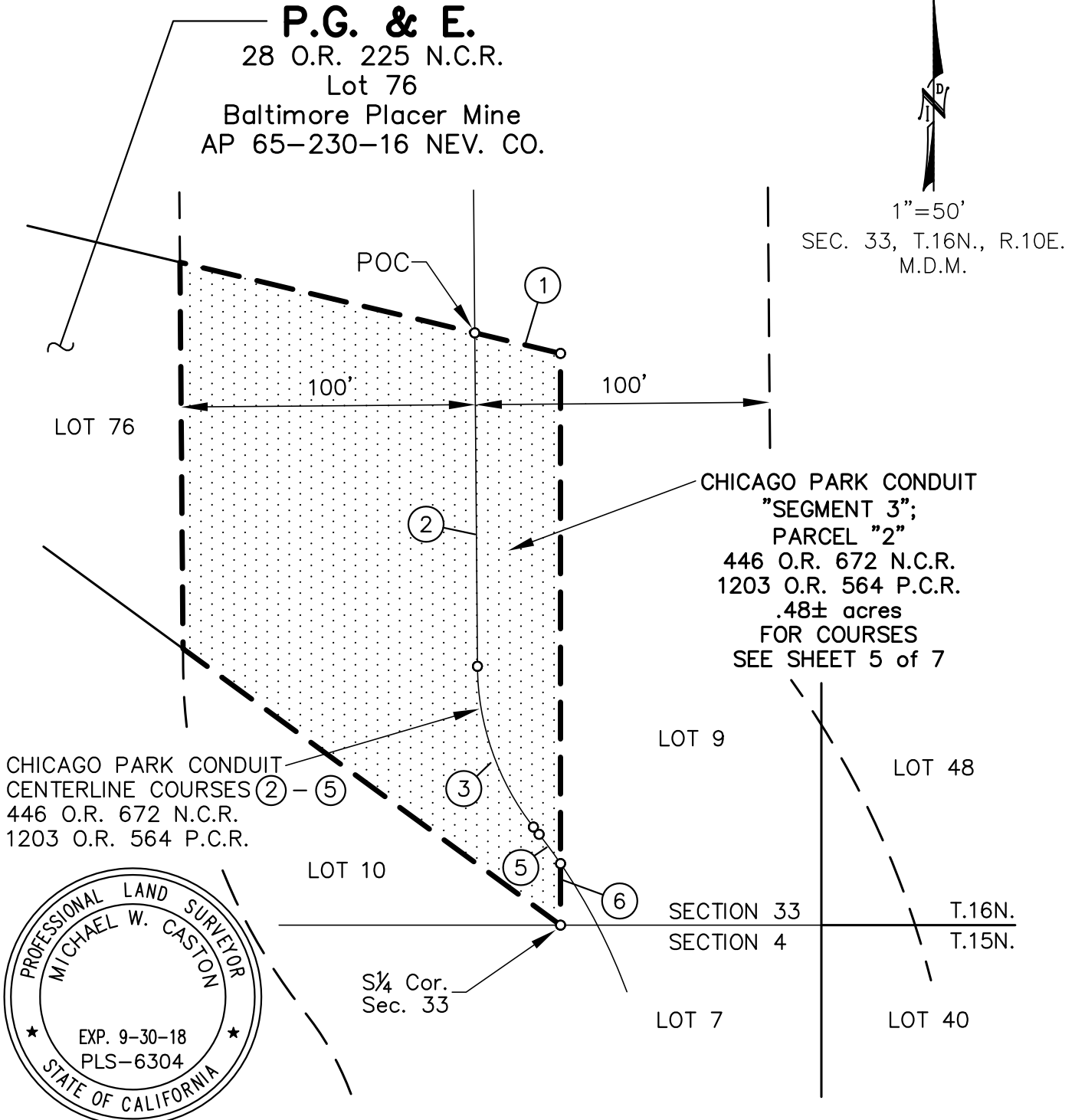
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 3"

SCALE: 1"=50'

THROUGH LAND OF Pacific Gas and Electric



BASIS OF BEARING:
PARCEL "6" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 672, NEVADA COUNTY RECORDS.

SHT 4 of 7

BR-17

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 3"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"SEGMENT 3" COURSES

NO.	COURSE	DISTANCE
1	S 76°31'35" E	29.97' TIE
2	S 00°27'30" E	113.34'
3	R=90.00' Δ =37°29'02" L=58.88'	
4	S 37°56'32" E	3.15'
5	R=200.00' Δ =03°32'07" L=12.34'	
6	SOUTH	20.92' TIE



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 4"

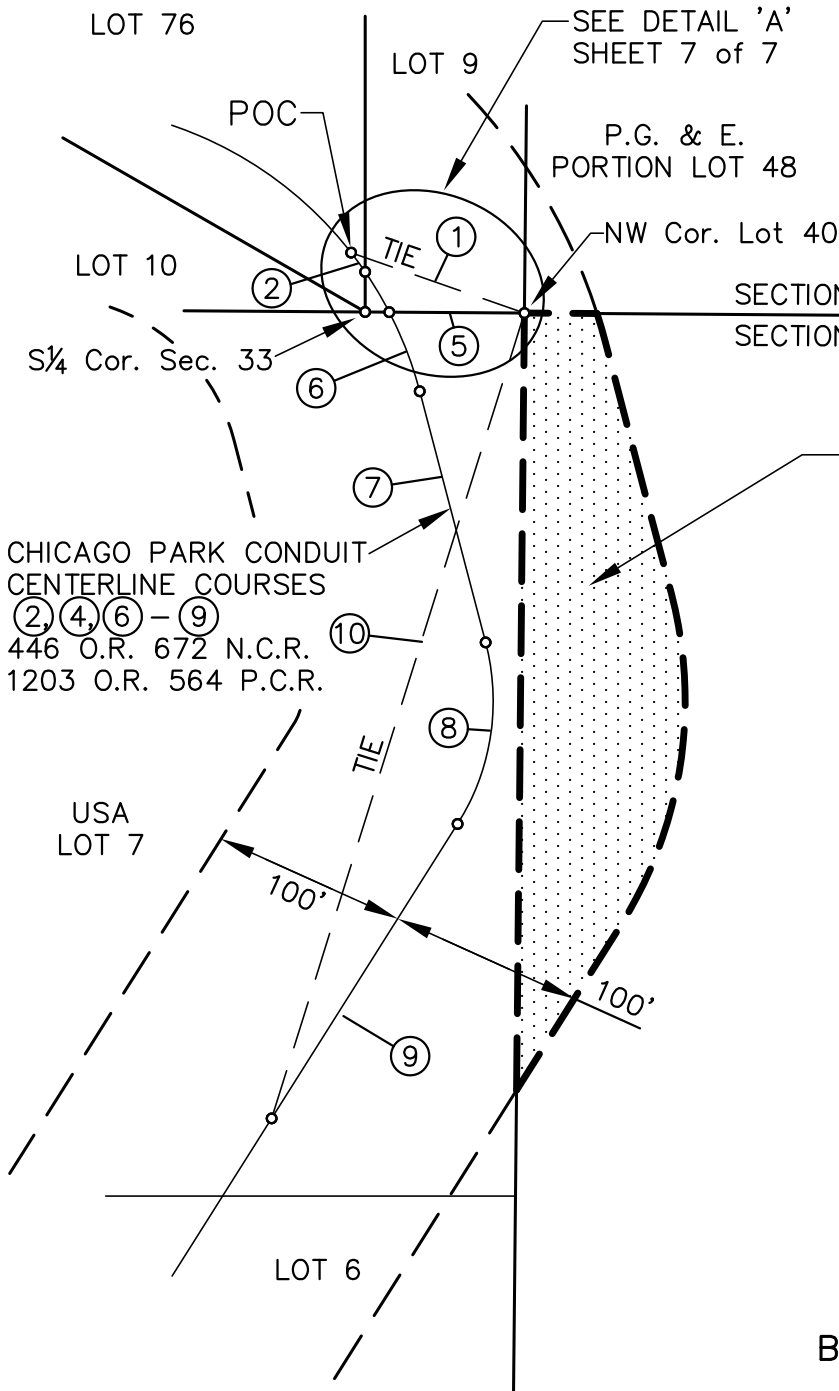
SCALE: 1"=100'

THROUGH LAND OF Pacific Gas and Electric



1"=100'

SEC. 4, T.15N., R.10E.
M.D.M.



CHICAGO PARK CONDUIT
"SEGMENT 4";
PARCEL "7"
446 O.R. 672 N.C.R.
1203 O.R. 564 P.C.R.
.56± acres
FOR COURSES
SEE SHEET 7 of 7

- P.G. & E.**
- 141 DEEDS 416 N.C.R.
 - 145 DEEDS 161 N.C.R.
 - 145 DEEDS 370 N.C.R.
 - 5 O.R. 171 N.C.R.
 - 5 O.R. 390 N.C.R.
 - 47 O.R. 302 N.C.R.
 - 254 O.R. 178 P.C.R.
 - 260 O.R. 182 P.C.R.
 - 263 O.R. 388 P.C.R.
 - 285 O.R. 280 P.C.R.
 - 288 O.R. 225 P.C.R.
 - 384 O.R. 464 P.C.R.

Lot 40

Bear River Placer Mining Claim
AP 65-250-03 NEV. CO.

BASIS OF BEARING:
PARCEL "7" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 672, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "14"

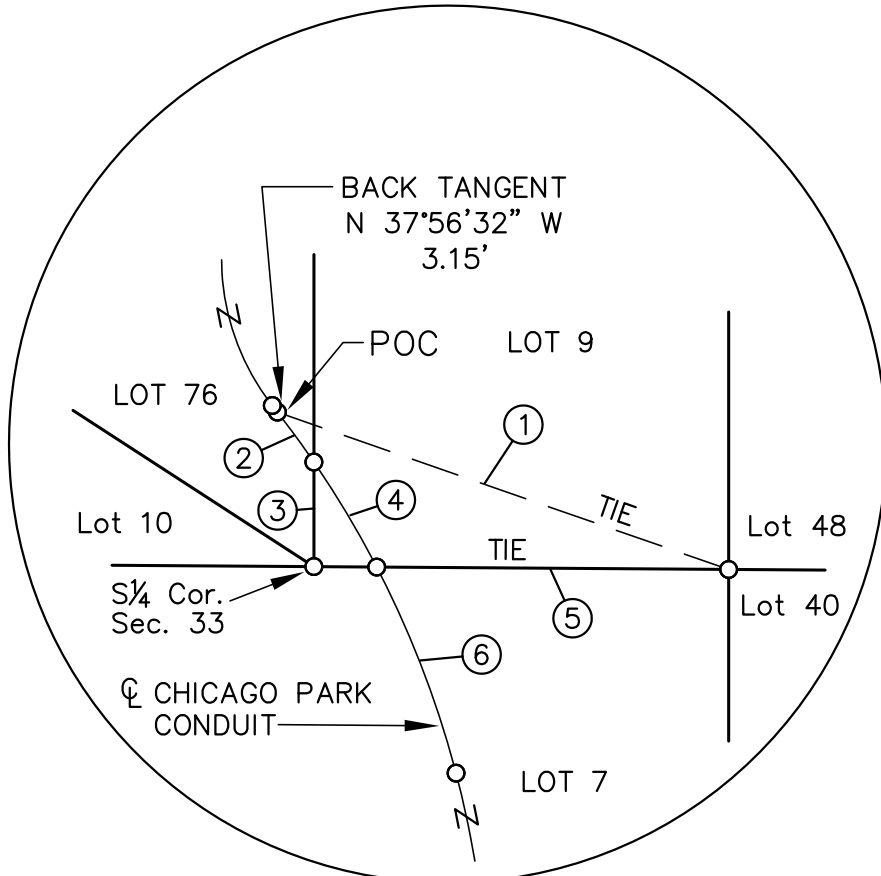
PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Conduit "Segment 4"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"SEGMENT 4" COURSES

NO.	COURSE	DISTANCE
1	S 70°47'10" E	95.56' TIE
2	R=200.00' Δ=03°32'07" L=12.34'	
3	SOUTH	20.92' TIE
4	R=200.00' Δ=07°01'07" L=24.50'	
5	S 89°36'30" E	70.39' TIE
6	R=200.00' Δ=12°40'59" L=44.27'	
7	S 14°42'19" E	135.21'
8	R=120.00' Δ=46°58'51" L=98.40'	
9	S 32°16'32" W	181.36'
10	N 17°25'36" E	439.59' TIE



DETAIL 'A'
Not to Scale



EXHIBIT "15"

Portions of Lot 4 and portions of Lot 37 within Section 5, Township 15 North, Range 10 East, M.D.M., Nevada County, California, said portions lying within P.G.&E. Parcels "10" and "11", as said Parcels are described in Exhibit "1" herein, said portions being described as follows:

Fee Title Lands Description

Chicago Park Conduit "Segment 5":

A strip of land 200.00 feet in width, on, over and across a portion of said Lot 4 within the northeast quarter of said Section 5, said strip being identical to Parcel "3", per Book 446 of Official Records, Page 672, Nevada County Records and Book 1203 of Official Records, Page 564, Placer County Records.

Chicago Park Conduit "Segment 6":

A strip of land 200.00 feet in width, on, over and across a portion of said Lot 37 within the north half of said Section 5, said strip being identical to Parcel "4", per Book 446 of Official Records, Page 672, Nevada County Records and Book 1203 of Official Records, Page 564, Placer County Records.

Road Easement Description

Chicago Park Powerhouse Road:

An easement strip 60.00 feet in width, on, over and across a portion of said Lot 37 within the north half of said Section 5.

Little York "Access Road #1"

An easement strip 30.00 feet in width, on, over and across a portion of said Lot 37 within the north half of said Section 5.

Little York "Access Road #2"

An easement strip 30.00 feet in width, on, over and across a portion of said Lot 37 within the north half of said Section 5.

Spillway Easement Description

Little York Spillway:

An easement strip 150.00 feet in width, on, over and across a portion of Lot 4 within the northeast quarter of said Section 5.

Said portions described herein are delineated on Exhibit “16” attached hereto and made a part hereof.

This description has been prepared by me, in conformance with the California Professional Land Surveyors Act, on April 17, 2017.



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

NEVADA IRRIGATION DISTRICT

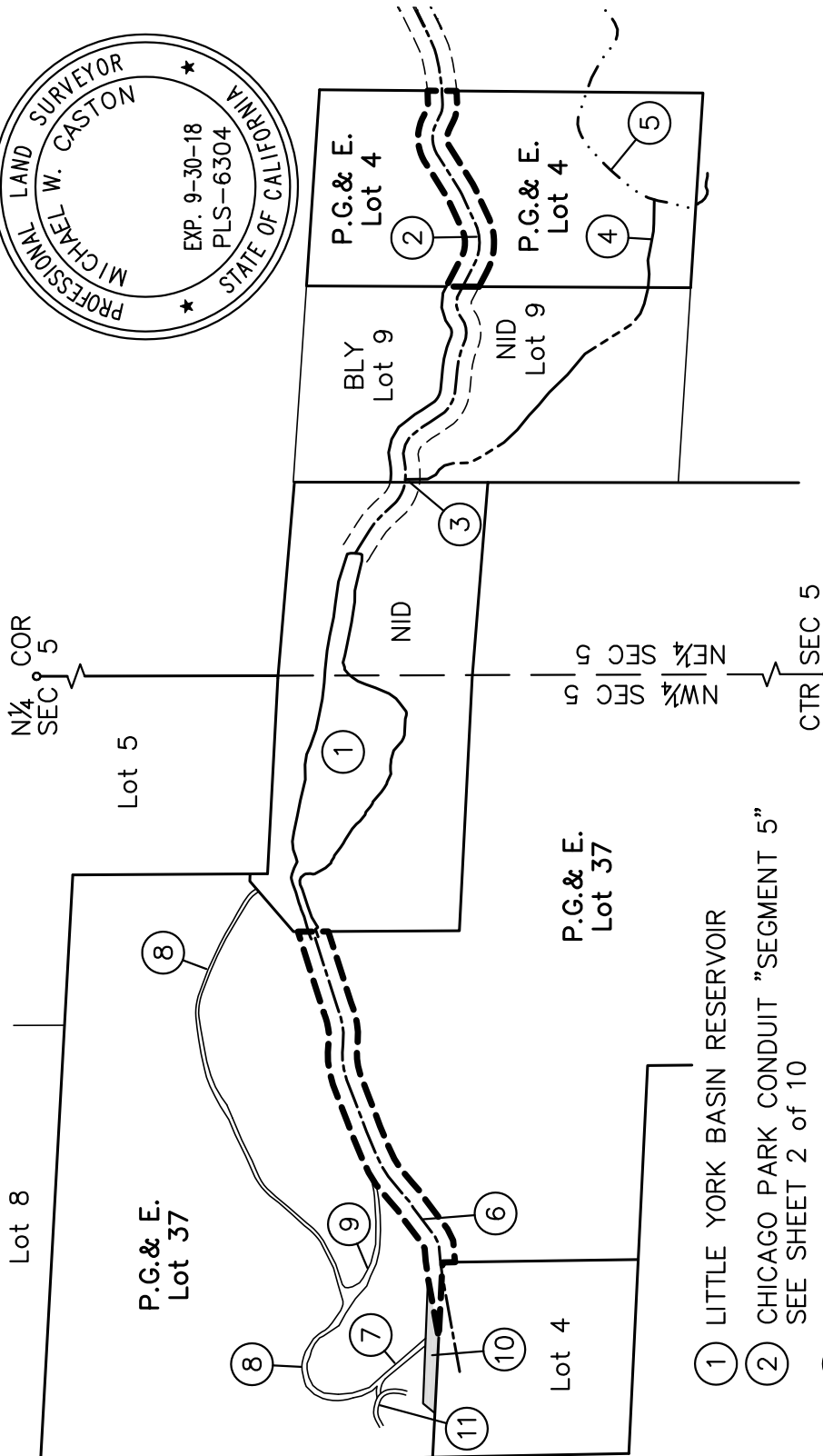
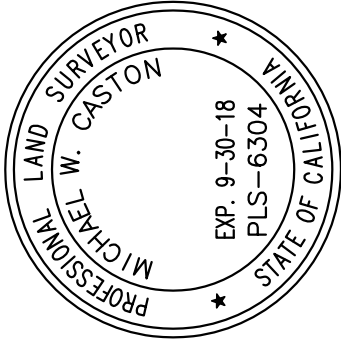
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Little York Basin Vicinity

SCALE: 1"=600'

THROUGH LAND OF Pacific Gas and Electric



⑩ NEVADA IRRIGATION DISTRICT CHICAGO PARK CONDUIT STEEPHOLLOW SPILL CHANNEL EASEMENT; PARCEL "II" 446 O.R. 656 N.C.R. AND 1203 O.R. 548 P.C.R.

⑪ LOWELL HILL ROAD

- ① LITTLE YORK BASIN RESERVOIR
- ② CHICAGO PARK CONDUIT "SEGMENT 5" SEE SHEET 2 of 10
- ③ LITTLE YORK SPILLWAY STRUCTURE
- ④ LITTLE YORK SPILLWAY SEE SHEET 4 of 10
- ⑤ BEAR RIVER (NEVADA/PLACER COUNTY LINE)
- ⑥ CHICAGO PARK CONDUIT "SEGMENT 6" SEE SHEET 5 of 10
- ⑦ CHICAGO PARK POWERHOUSE ROAD SEE SHEET 7 of 10
- ⑧ LITTLE YORK "ACCESS ROAD #1" SEE SHEET 8 of 10
- ⑨ LITTLE YORK "ACCESS ROAD #2" SEE SHEET 10 of 10



1"=600'

SEC. 5, T.15N., R.10E.
M.D.M.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

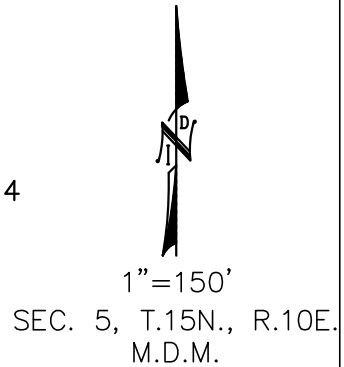
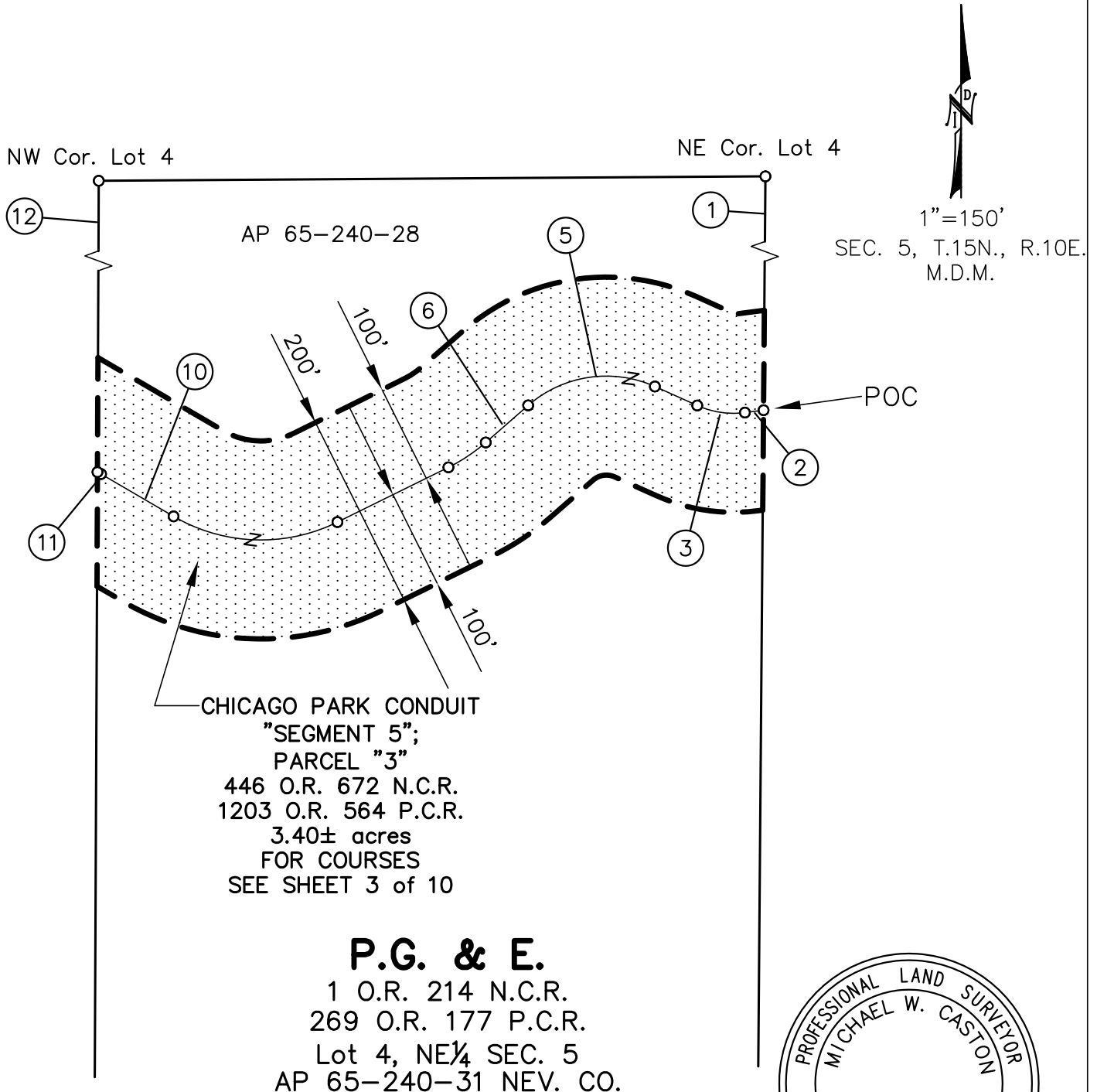
EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

Chicago Park Conduit "Segment 5"

SCALE: 1"=150'

THROUGH LAND OF Pacific Gas and Electric



CHICAGO PARK CONDUIT
"SEGMENT 5";
PARCEL "3"
446 O.R. 672 N.C.R.
1203 O.R. 564 P.C.R.
3.40± acres
FOR COURSES
SEE SHEET 3 of 10

P.G. & E.
1 O.R. 214 N.C.R.
269 O.R. 177 P.C.R.
Lot 4, NE¼ SEC. 5
AP 65-240-31 NEV. CO.



BASIS OF BEARING:
PARCEL "3", PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 672, NEVADA COUNTY RECORDS.

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

Chicago Park Conduit "Segment 5"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"SEGMENT 5" COURSES

NO.	COURSE	DISTANCE
1	N 00°27'26" E	444.06' TIE
2	S 82°46'03" W	18.99'
3	R=90.00' Δ =31°23'24" L=49.31'	
4	N 65°50'33" W	46.91'
5	R=120.00' Δ =65°16'29" L=136.71'	
6	S 48°52'58" W	56.94'
7	R=175.00' Δ =14°52'12" L=45.42'	
8	S 63°45'10" W	125.07'
9	R=175.00' Δ =56°30'12" L=172.58'	
10	N 59°44'38" W	84.81'
11	R=91.38' Δ =02°36'52" L=4.17'	
12	N 00°15'05" E	551.84' TIE



NEVADA IRRIGATION DISTRICT

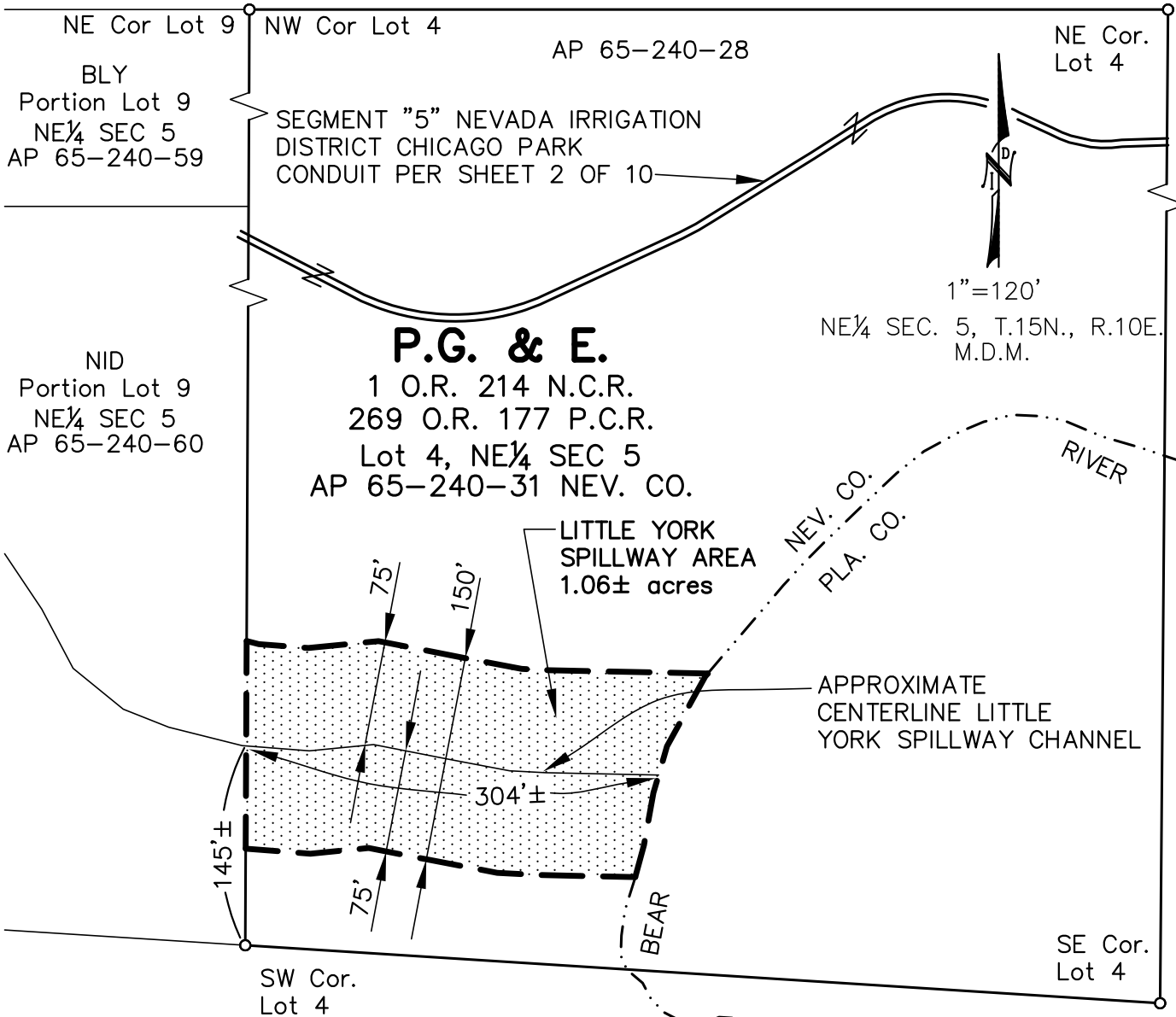
NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Little York Spillway Easement

SCALE: 1"=120'

THROUGH LAND OF Pacific Gas and Electric



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

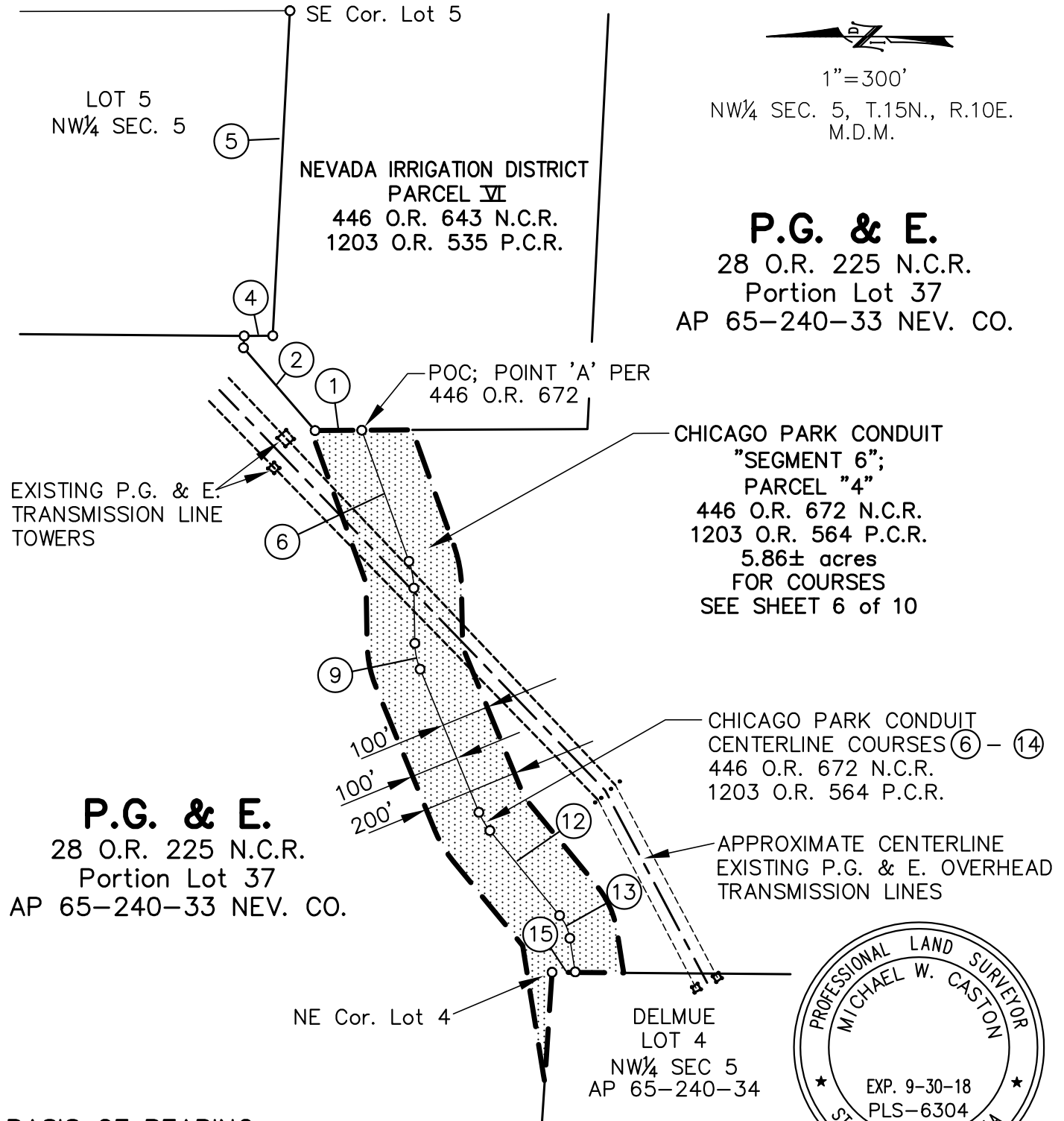
EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

Chicago Park Conduit "Segment 6"

SCALE: 1"=300'

THROUGH LAND OF Pacific Gas and Electric



BASIS OF BEARING:
PARCEL "4" PER BOOK 446 OF OFFICIAL RECORDS,
PAGE 672, NEVADA COUNTY RECORDS.

SHT 5 of 10

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017

Chicago Park Conduit "Segment 6"

SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"SEGMENT 6" COURSES

NO.	COURSE	DISTANCE
1	N 00°23'35" W	129.00' TIE
2	N 49°05'20" E	229.58' TIE
3	S 87°01'33" E	25.00' TIE
4	S 00°23'35" E	60.00' TIE
5	S 87°01'33" E	673.81' TIE
6	S 70°13'34" W	291.97'
7	R=175.00' Δ =18°48'00" L=57.42'	
8	S 89°01'34" W	115.78'
9	R=150.00' Δ =21°20'00" L=55.85'	
10	S 67°41'34" W	324.22'
11	R=150.00' Δ =17°05'00" L=44.72'	
12	S 50°36'34" W	230.36'
13	R=100.00' Δ =30°20'00" L=52.94'	
14	S 80°56'34" W	72.24'
15	N 00°53'06" W	62.00±' TIE



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Chicago Park Powerhouse Road Easement SCALE: 1"=100'

THROUGH LAND OF Pacific Gas and Electric

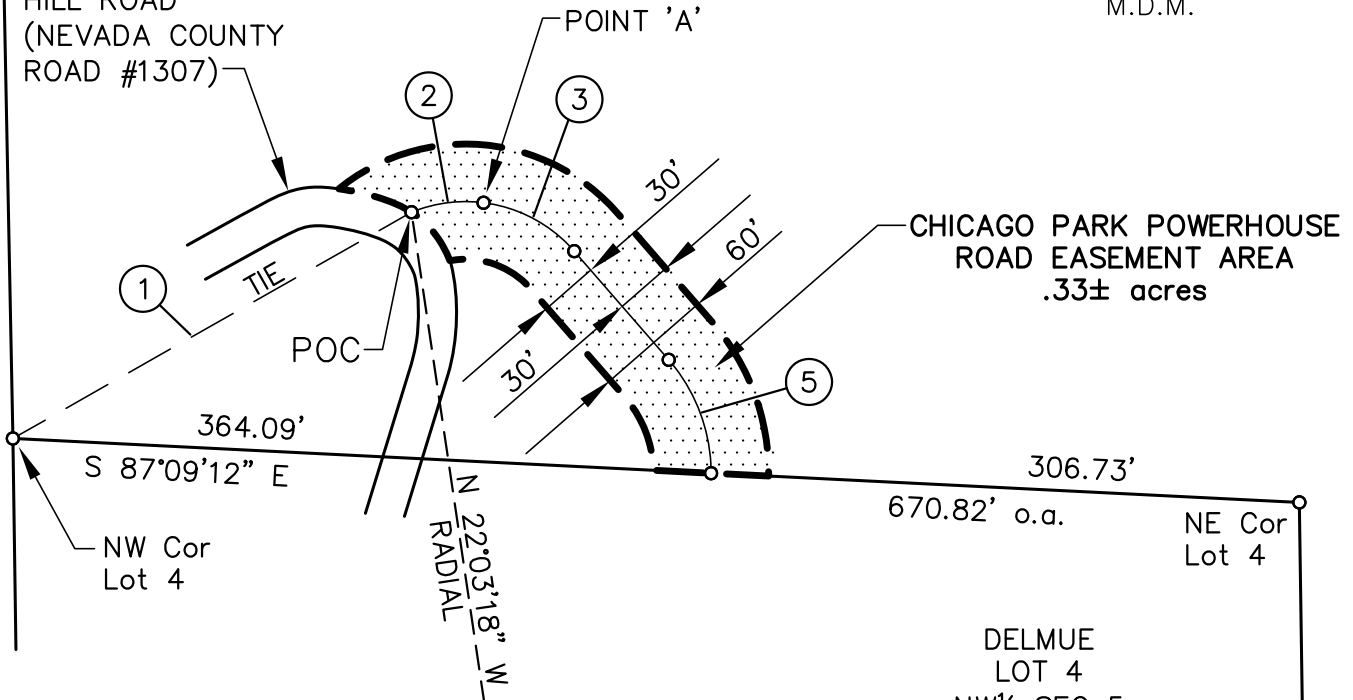
P.G. & E.
28 O.R. 225 N.C.R.
Portion Lot 37
AP 65-240-33 NEV. CO.



1"=100'

NW¼ SEC. 5, T.15N., R.10E.
M.D.M.

APPROXIMATE EASTERLY
BOUNDARY LINE LOWELL
HILL ROAD
(NEVADA COUNTY
ROAD #1307)



CHICAGO PARK POWERHOUSE
ROAD EASEMENT AREA
.33± acres

CHICAGO PARK POWERHOUSE ROAD COURSES

NO.	COURSE	DISTANCE
1	S 60°24'51" W	238.73' TIE
2	R=75.00' Δ=29°12'47" L=38.24' POINT 'A'	
3	R=75.00' Δ=41°51'13" L=54.79'	
4	S 40°59'18" E	75.00'
5	R=90.00' Δ=40°58'45" L=64.37'	

DELMUE
LOT 4
NW¼ SEC 5
AP 65-240-34



BASIS OF BEARING:
RECORD OF SURVEY FILED IN BOOK 10 OF
SURVEYS AT PAGE 193, NEVADA COUNTY RECORDS

NEVADA IRRIGATION DISTRICT

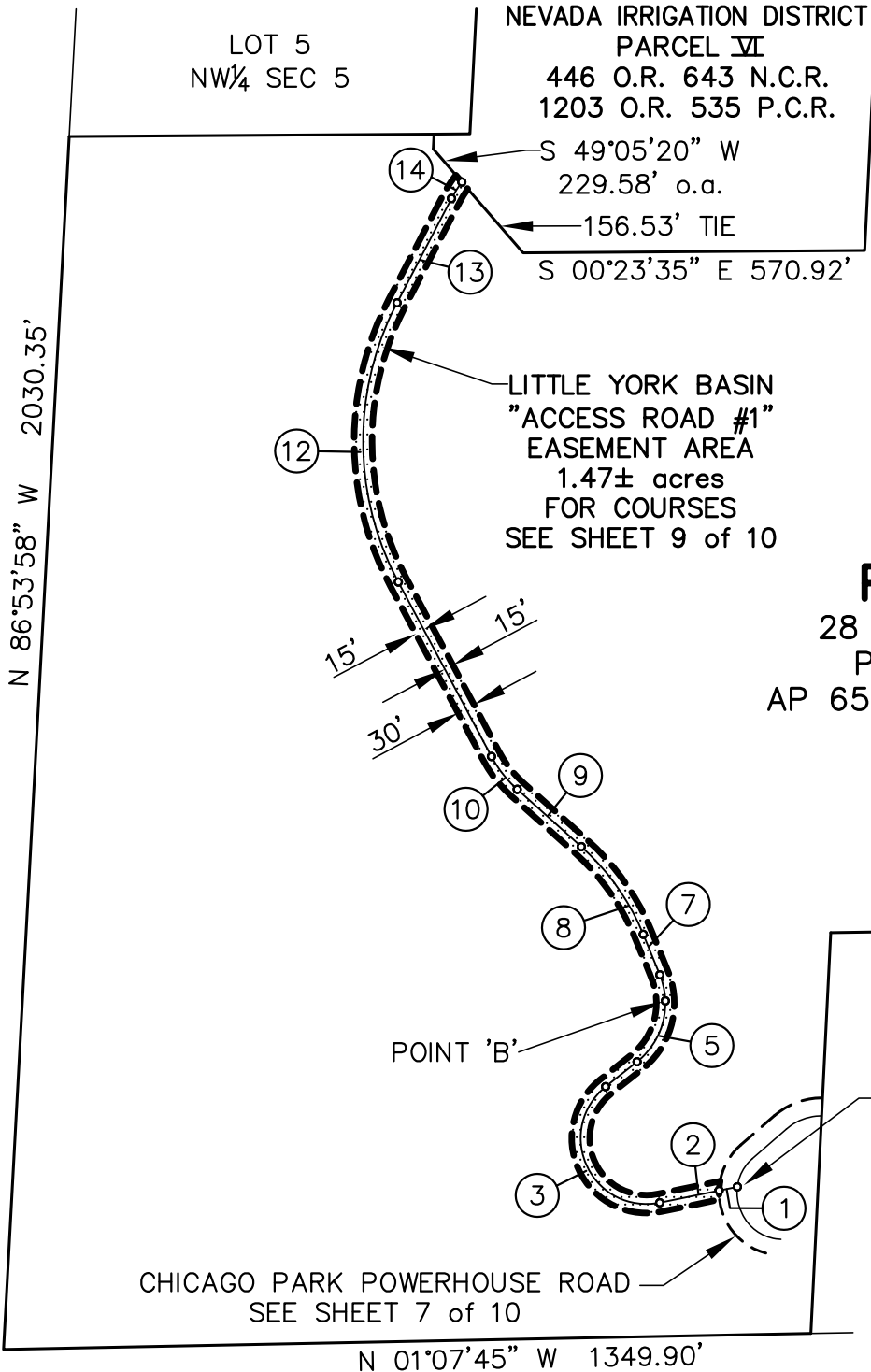
NEVADA AND PLACER COUNTIES, CALIFORNIA


EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Little York Basin "Access Road #1"

SCALE: 1"=300'

THROUGH LAND OF Pacific Gas and Electric




 1"=300'
 NW¼ SEC. 5, T.15N., R.10E.
 M.D.M.

P.G. & E.
 28 O.R. 225 N.C.R.
 Portion Lot 37
 AP 65-240-33 NEV. CO.

DELMUE
 LOT 4
 NW¼ SEC 5
 AP 65-240-34

POC; POINT 'A' PER SHEET 7 of 10



BASIS OF BEARING:
 RECORD OF SURVEY FILED IN BOOK 10 OF
 SURVEYS AT PAGE 193, NEVADA COUNTY RECORDS

Little York Basin "Access Road #1"

NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
Little York Basin "Access Road #1" SCALE: N/A

THROUGH LAND OF Pacific Gas and Electric

"ACCESS ROAD #1" COURSES

NO.	COURSE	DISTANCE
1	N 11°34'02" W	31.17'
2	N 11°34'02" W	101.40'
3	R=110.00' Δ =153°10'07" L=294.06'	
4	S 38°23'55" E	67.07'
5	R=125.00' Δ =53°19'56" L=116.35' POINT 'B'	
6	R=125.00' Δ =20°32'11" L=44.80'	
7	N 67°43'58" E	73.19'
8	R=400.00' Δ =25°55'35" L=181.00'	
9	N 41°48'23" E	143.69'
10	R=200.00' Δ =20°06'31" L=70.19'	
11	N 61°54'54" E	330.59'
12	R=500.00' Δ =55°38'17" L=485.53'	
13	S 62°26'49" E	196.78'
14	R=200.00' Δ =09°18'39" L=32.50'	



NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

EXHIBIT "16"

PROJECT FOR Dutch Flat No. 2 and Chicago Park Conduits DATE April 17, 2017
 Little York Basin "Access Road #2" SCALE: 1"=100'

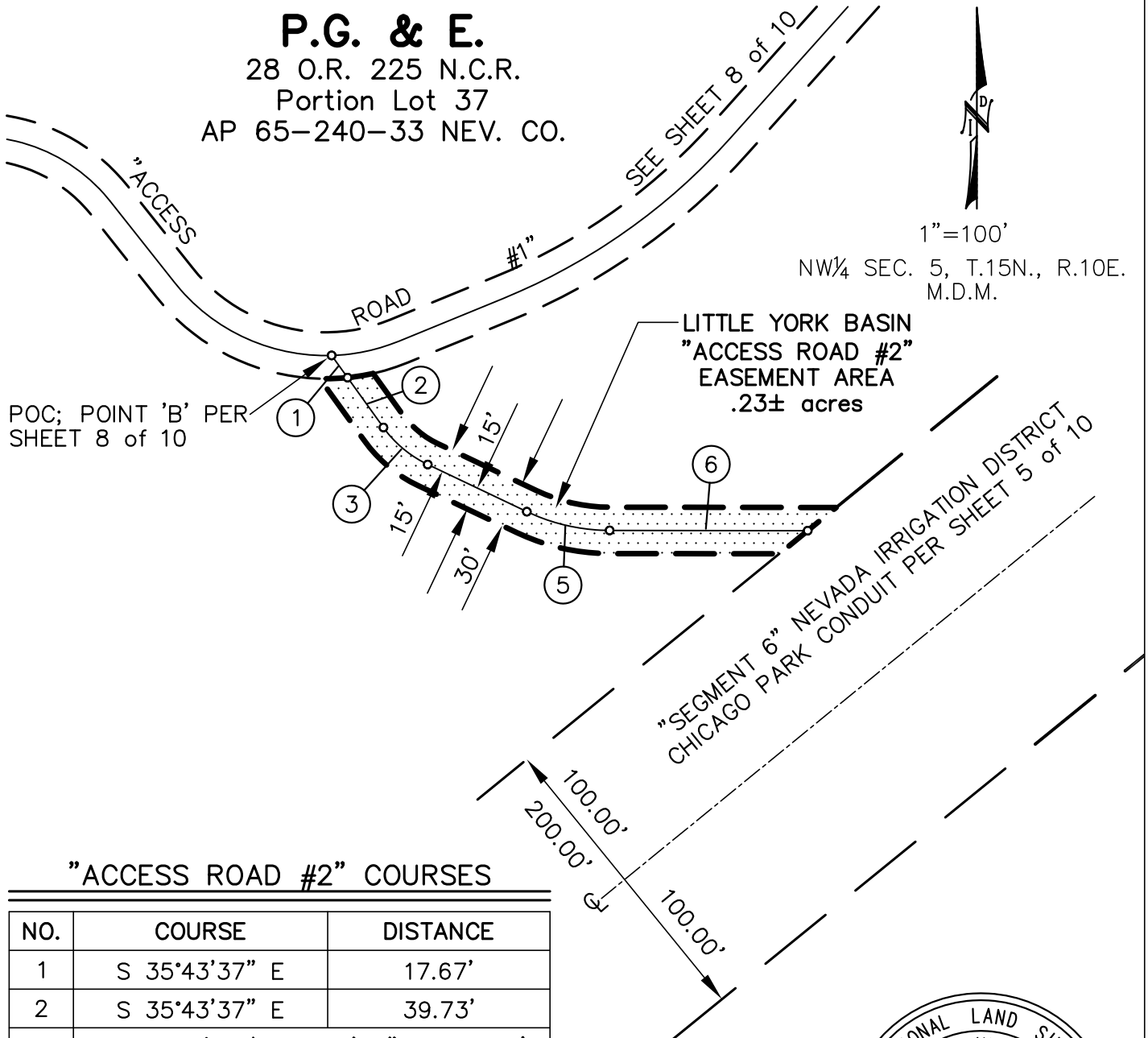
THROUGH LAND OF Pacific Gas and Electric

P.G. & E.
 28 O.R. 225 N.C.R.
 Portion Lot 37
 AP 65-240-33 NEV. CO.



1"=100'

NW¼ SEC. 5, T.15N., R.10E.
 M.D.M.



"ACCESS ROAD #2" COURSES

NO.	COURSE	DISTANCE
1	S 35°43'37" E	17.67'
2	S 35°43'37" E	39.73'
3	R=75.00' Δ=28°49'40" L=37.74'	
4	S 64°33'17" E	71.00'
5	R=125.00' Δ=25°22'20" L=55.35'	
6	S 89°55'37" E	130.87'±

BASIS OF BEARING:
 RECORD OF SURVEY FILED IN BOOK 10 OF
 SURVEYS AT PAGE 193, NEVADA COUNTY RECORDS





NEVADA IRRIGATION DISTRICT

1036 W. Main Street, Grass Valley, CA 95945-5424 ~ www.nidwater.com
(530) 273-6185 ~ Fax: (530) 477-2646 ~ Toll Free: (800) 222-4102

October 10, 2017

Nevada County APN: 65-220-02, 65-220-13, 65-220-17, 65-220-18, 65-220-19, 65-230-18,
65-230-16, 65-230-29, 65-250-03-003, 65-240-31 and 65-240-33

Placer County APN: 062-020-001-520, 062-020-003-000, 062-020-020-510,
062-040-016 and 062-040-018

Christopher J. Gonzalez
CJG Legal
200 Pringle Ave., Suite 400
Walnut Creek, CA 94596

SUPPLEMENTAL NOTICE (to NOTICES dated November 23, 2015, January 12, 2016 and September 20, 2016)

YOU ARE HEREBY NOTIFIED that on October 25, 2017, the governing body of Nevada Irrigation District will consider for adoption, and may adopt, a resolution or resolutions 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 Nevada Irrigation District facilities and activities related to its water conveyance and hydroelectric systems.

The real property owned by Pacific Gas and Electric, which is the proposed subject of eminent domain proceedings, is more particularly described in the Grant Deeds with Exhibits 1, 2 and 7 through 16, 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., October 25, 2017. 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

10-10-2017

Date

cc: Kris Stepanian
M. Anthony Soares, Esq.

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

Resolution No. 2017- 33 (May 2017 Restated Offers)

Dutch Flat 2 Forebay Area thru Chicago Park Conduit - Little York Basin Area

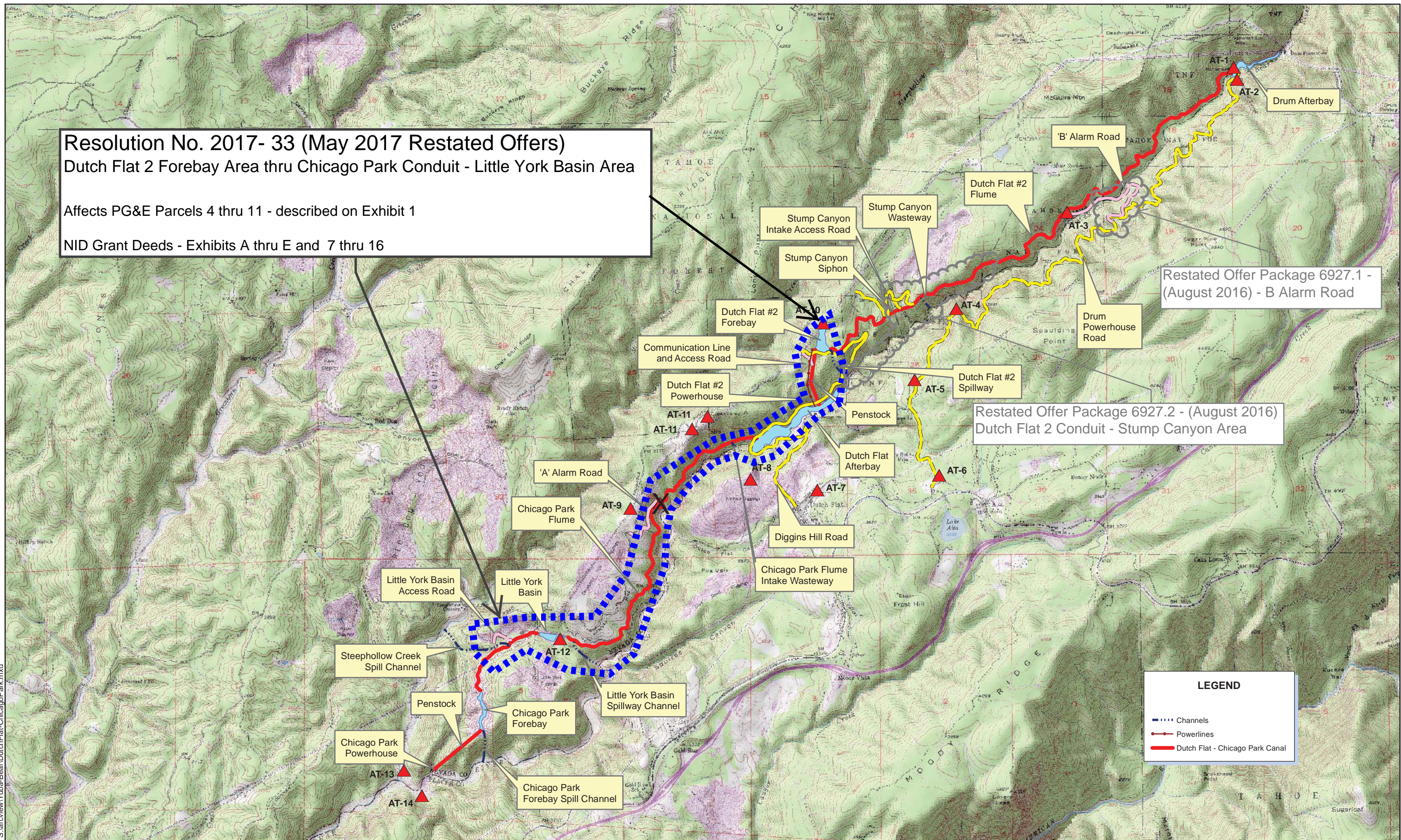
Affects PG&E Parcels 4 thru 11 - described on Exhibit 1

NID Grant Deeds - Exhibits A thru E and 7 thru 16

Restated Offer Package 6927.1 -
(August 2016) - B Alarm Road

Restated Offer Package 6927.2 - (August 2016)
Dutch Flat 2 Conduit - Stump Canyon Area

S:\arview\Yuba-Bear\DutchFlat-ChicagoPark.mxd



NID FERC Project 2266 Facility Descriptions*

related to the

DF2-CP Acquisition Project

Dutch Flat No. 2 Conduit, a 24,728 foot long combination of tunnel, flume, siphon and canal that diverts water from Drum Afterbay (part of PG&E's Drum-Spaulling Project) to Dutch Flat No. 2 Forebay at a maximum design capacity of 610 cfs;

Dutch Flat Forebay, an off-stream man-made re-regulating reservoir adjacent the Bear River formed by Dutch Flat Forebay Dam. At normal maximum water surface elevation (3,331.6 feet), Dutch Flat Forebay has a usable storage capacity of 185 ac-ft, a surface area of 8 acres, and a shoreline of about 0.5-mile;

Dutch Flat No. 2 Powerhouse Penstock, a 2,100 foot-long, 8 foot-diameter, steel penstock that diverts water, at a maximum design capacity of approximately 610 cfs, from Dutch Flat Forebay to Dutch Flat No. 2 Powerhouse;

Dutch Flat No. 2 Powerhouse an above-ground, outdoor powerhouse constructed of reinforced concrete and located adjacent to Dutch Flat Afterbay, part of the Bear River. The powerhouse consists of one vertical axis Francis turbine with a nameplate rated capacity of 24.57 MW at a flow of 600 cfs;

Dutch Flat Afterbay Dam, a zoned embankment dam with rockfill shells located on the Bear River 6 miles upstream of its confluence with Rollins Reservoir. The dam is 165 feet high with a crest length of 495 feet and a crest elevation of 2,755.0 feet, and a drainage area of 21.2 square miles;

Dutch Flat Afterbay Dam Spillway, an uncontrolled, concrete-lined spillway 100 feet in length with a crest elevation of 2,741 feet. Discharge goes over an ogee crest and down a 405 foot-long concrete chute that discharges into the Bear River. The maximum design capacity of the spillway is 20,000 cfs;

Dutch Flat Afterbay, a man-made reregulating reservoir located on the Bear River formed by Dutch Flat Afterbay Dam. At normal maximum water surface elevation (2,741.0 ft), Dutch Flat Afterbay Reservoir extends about 0.9-mile upstream, has a usable storage capacity of 2,037 ac-ft, a surface area of 140 acres, and a shoreline of about 1.9 miles. The dam includes two low-level outlets (El. 2,640.0 ft) with a combined maximum design capacity of about 760 cfs at full pool;

Chicago Park Conduit, which diverts water from Dutch Flat Afterbay Dam to Chicago Park Forebay via 21,700 feet of concrete flume (18 feet wide by 10 feet deep) and gunite-lined ditch (14-38 feet wide and 10 feet deep). Maximum design capacity of the conduit is 1,100 cfs;

Appurtenant facilities and features necessary to operate the system. (e.g. access roads and spillways - including but not limited to the following: B Alarm Access Road, Stump Canyon Siphon- Low Level Valve Access Road, **DF2 Penstock Access Road**, **Chicago Park Powerhouse Road**, **Little York Basin: Access Road 1**, **Little York Basin: Access Road 2**, Stump Canyon Spillway and **Little York Spillway**)

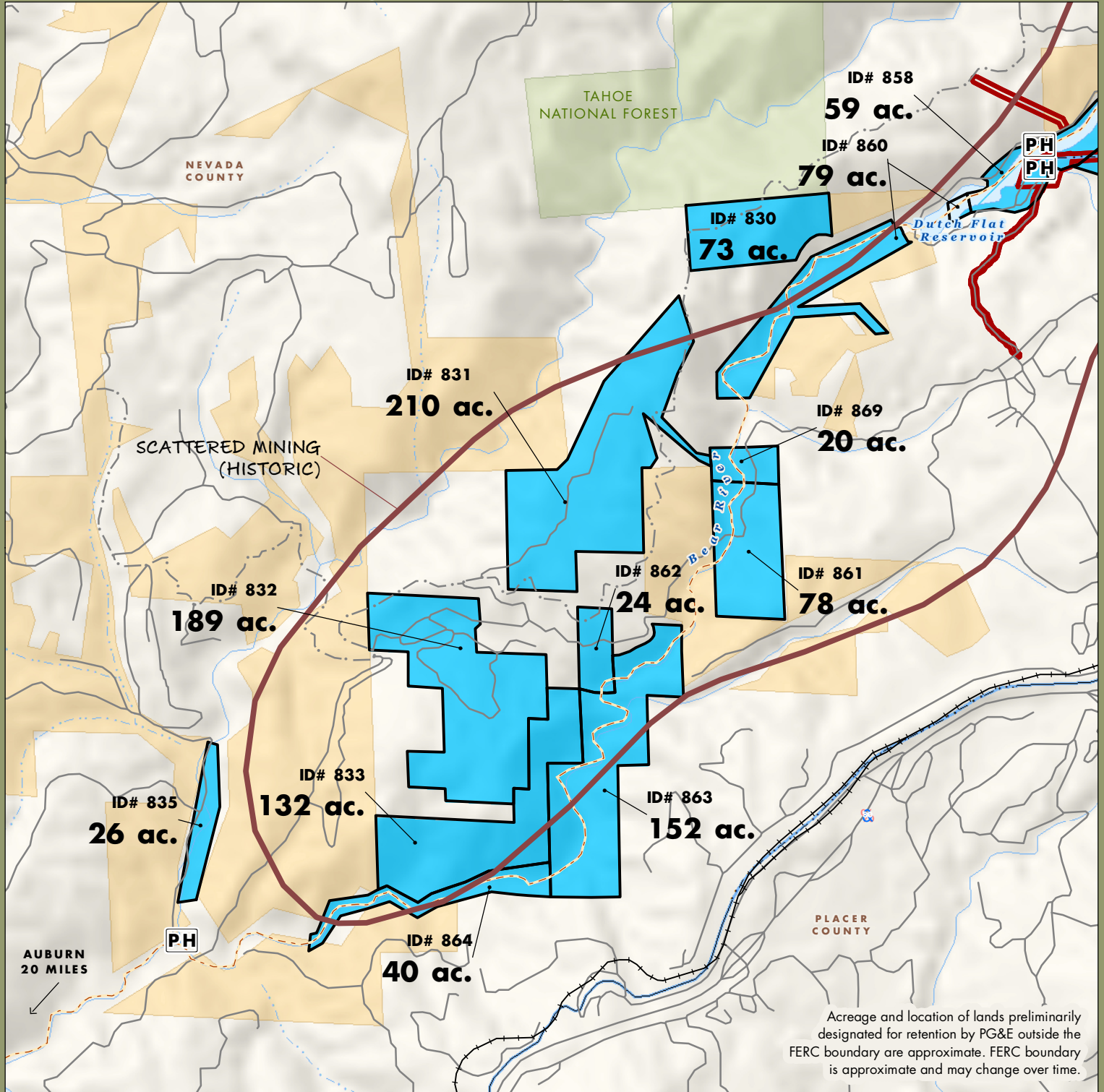
* Descriptions excerpted from *Nevada Irrigation District's - Yuba-Bear Hydroelectric Project (2266) Relicensing - Fact Sheet* Viewable at - [http://www.eurekasw.com/NID/Project Maps and Figures/Yuba-Bear Project Flow Schematic and Fact Sheet](http://www.eurekasw.com/NID/Project%20Maps%20and%20Figures/Yuba-Bear%20Project%20Flow%20Schematic%20and%20Fact%20Sheet)

SUMMARY TABLE OF PROPERTY INTERESTS
NID Resolution 2017-33 - October 25, 2017

Dutch Flat No. 2 and Chicago Park Systems - Real Property Acquisition Project

Description of Interests and Areas To Be Acquired (TBA)	Area TBA (acres)	Length of feature (feet)	Nevada County APN	Placer County APN	Deed Exhibit
Proposed Fee Ownership					Grant Deed
DF2 Forebay: FloodArea	1.48	NA	65-220-02		Ex 7&8
DF2 Penstock Area	0.89	NA	65-220-13		Ex 7&8
DF Afterbay: FloodArea 2	1.19	NA	65-220-13		Ex 7&8
DF Afterbay: FloodArea 3	7.75	NA	65-220-13		Ex 9&10
DF Afterbay: FloodArea 4	7.41	NA		062-020-003	Ex 9&10
DF Afterbay: FloodArea 5	0.11	NA		062-020-003	Ex 9&10
DF Afterbay: FloodArea 6	0.62	NA		062-020-001	Ex 9&10
DF Afterbay: FloodArea 7	13.57	NA	65-220-13	062-020-001	Ex 9&10
				062-020-020	Ex 9&10
DF Afterbay: FloodArea 8	3.69	NA	65-220-19	062-040-016	Ex 11&12
CP Conduit Intake Wasteway Area	4.35	NA	65-220-18	062-040-018	Ex 11&12
CP Conduit Segment 1	2.97	NA	65-220-17		Ex 11&12
			65-230-18		Ex 11&12
CP Conduit Segment 2	0.04	NA	65-230-29		Ex 13&14
CP Conduit Segment 3	0.48	NA	65-230-16		Ex 13&14
CP Conduit Segment 4	0.56	NA	65-250-03		Ex 13&14
CP Conduit Segment 5	3.4	741	65-240-31		Ex 15&16
CP Conduit Segment 6	5.86	1,276	65-240-33		Ex 15&16
Proposed Road Easement					
DF2 Penstock AccessRoad	0.05	80	65-220-02		Ex 7&8
Chicago Park Powerhouse Road	0.33	240	65-240-33		Ex 15&16
Little York Basin: Access Road 1	1.47	2,134	65-240-33		Ex 15&16
Little York Basin: Access Road 2	0.23	334	65-240-33		Ex 15&16
Proposed Spillway Easement					
Little York Spillway	1.06	300	65-240-31		Ex 15&16

Bear River Planning Unit: Map 4



Acreage and location of lands preliminarily designated for retention by PG&E outside the FERC boundary are approximate. FERC boundary is approximate and may change over time.

Conservation Easement for Bear Yuba Land Trust	BLM	Campground	Parking
Conservation Easement for Placer Land Trust	Private	Day Use	Powerhouse
Legal Parcel Boundary and Id Number	USFS	Feature of Importance	Private Camp
FERC Boundary	OHV Road	Fishing	Trailhead
	Trail		
	Railroad		

0 0.25 0.5 0.75 Miles

December 2014
AECOM

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT



Resolution of Necessity 2017- 33

Presented at the Board of Directors meeting
for Nevada Irrigation District

October 25, 2017

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT

RESOLUTION No. 2017 - 33

⌘ INTRODUCTION

⌘ DF 2 & CP CONDUITS & PROJECT DESCRIPTION

⌘ DETAILS OF SUBJECT ACQUISITIONS

⌘ COMMENTS AND QUESTIONS

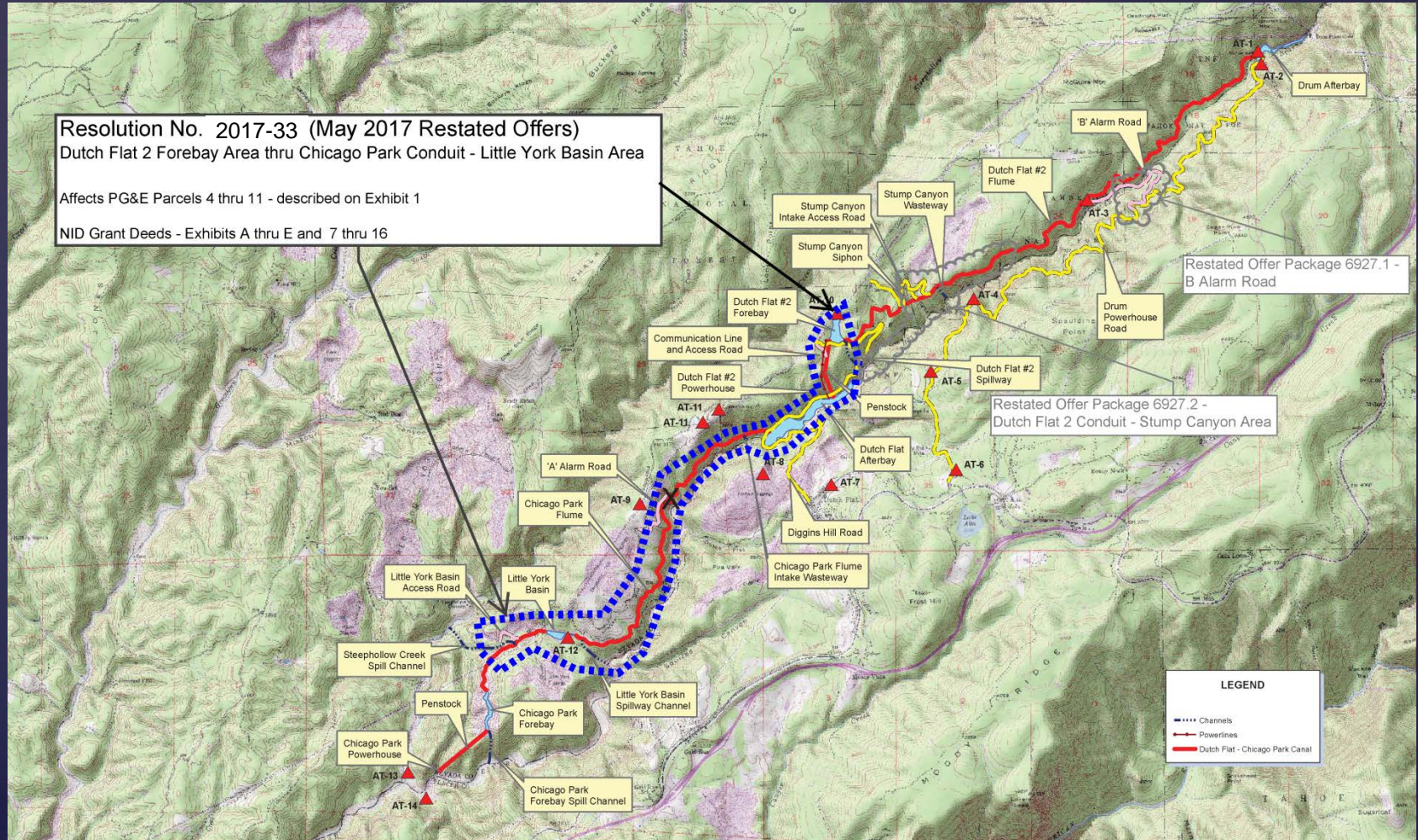
⌘ BOARD ACTION ON RESOLUTION

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT

RESOLUTION FINDINGS

- 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.**
- 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.**

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT



Dutch Flat No. 2 & Chicago Park Conduit Systems
Project Overview

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT

PROJECT NECESSITY

- ∅ **DF2-CP Systems are part of NID's Yuba-Bear Hydroelectric Project – Federal Energy Regulatory Commission (FERC) Project 2266.**
- ∅ **Yuba-Bear Project 2266 was approved by FERC in 1963; thereafter, NID began development of the DF2-CP Systems.**
- ∅ **The DF2-CP Systems are necessary for NID operations to convey water for hydroelectric power generation and for consumptive purposes.**

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT

Acquisition Summary

- **03/2015** Appraisal site inspection
- **11/04/2015** Initial Written Offer sent to PG&E
- All project property Interests
- **11/24/2015 & 01/13/16** Notices of Intent to PG&E
- **10/12/2016** NID Board Adopted – Resolutions of Necessity
- B Alarm Road & Stump Canyon Interests
- **05/11/2017** Revised Offers to PG&E
- **10/10/2017** Supplemental Notice of Intent sent to PG&E

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT

RESOLUTION No. 2017-33

Public Comment

Board questions and comments

Board action

DUTCH FLAT NO. 2 AND CHICAGO PARK PROPERTY ACQUISITION PROJECT

RESOLUTION No. 2017 – 33

“Declaring necessity and authorizing eminent domain proceedings for the acquisition of real property for a public project known as the *Dutch Flat No. 2 and Chicago Park Systems Real Property Acquisition Project* –

Nevada County APNs - 65-220-02, 65-220-13, 65-220-17, 65-220-18,
65-220-19, 65-230-18, 65-230-16, 65-230-29,
65-250-03-003, 65-240-31 and 65-240-33

Placer County APNs - 062-020-001-520, 062-020-003-000, 062-020-020-510,
062-020-005, 062-040-016 and 062-040-018

owned by PACIFIC GAS and ELECTRIC COMPANY, a California Corporation.”