

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY

(~~STANDARD~~ No. DACW05-2-75-716)

ON HARRY L. ENGLEBRIGHT LAKE, CALIFORNIA

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 8669, hereby grants to 2668 and in accordance with Contract No. DA-04-167-CIVENS-66-95 dated 14 February 1966, authorized by Public Law 716, 75th Congress, 3rd Session, approved 25 June 1938 (52 Stat. 1040), hereby grants to Yuba County Water Agency

hereinafter designated as the grantee, for a period not exceeding fifty (50) years from the date hereof, an easement for a right of way for 14 August 1967, an easement for a right of way for the construction, operation, and maintenance of a power plant, intake works, and tunnel

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit ~~attached hereto and made a part hereof, and described as follows:~~

shown in yellow on Exhibit "A" and described in Exhibit "B," both exhibits attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of _____ (\$ _____), payable _____ in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to _____

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. ~~This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.~~ **for a period of two consecutive years, or for abandonment.**

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

15. That it is understood that the word "line," wherever it appears in the above conditions is defined as "power plant, intake works, and tunnel."

That prior to the execution of this easement the granting clause, and condition 11 were altered, Conditions 1, 9, and 10 were deleted, and Condition 15 was added.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 17th day of November 1975, by authority of the Secretary of the Army.

APPROVED AS TO FORM AND CONTENT:

YUBA COUNTY WATER AGENCY

Edward Gowen
EDWARD GOWEN
Acting Director of Real Estate
Office, Chief of Engineers
Department of the Army

BY: *Harold G. Spink*
TITLE: Chairman

DATE: *May 13, 1975*

NEW NARROWS POWER PLANT
INTAKE WORKS AND TUNNEL-DESCRIPTION FOR EASEMENT

A portion of the Southwest One-quarter of Section 14, Township 16 North, Range 6 East, M.D.B.&M. and being more particularly described as follows:

Beginning at the Southwest corner of said Section 14; thence along the South line of said Southwest One-quarter S 86°11'20" E - 2,084.29 feet; thence North 359.21 feet to the true point of beginning of the herein described parcel; thence from said true point of beginning North 327.53 feet; thence N 37°36'00" E - 35.07 feet; thence N 22°30'00" W - 313.89 feet; thence along a curve to the right, having a radius of 100 feet, through a central angle of 47°30'00" an arc length of 82.90 feet; thence N 25°00'00" E 149.71 feet; thence North 63.53 feet; thence N 27°39'00" E - 69.06 feet to a point which lies S 87°20'25" E - 765.54 feet from the center of said Southwest One-quarter of Section 14; thence S 87°20'25" E - 108.34 feet to the start of a non-tangent curve; thence from a tangent that bears S 20°44'57" W, on a curve to the right having a radius of 248.30 feet, through a central angle of 6°54'03" an arc length of 29.90 feet; thence S 27°39'00" W - 4.44 feet; thence East 162.72 feet; thence South 130.00 feet; thence West 197.71 feet; thence S 25°00'00" W - 150.53 feet; thence S 22°30'00" E - 382.71 feet; thence East 19.88 feet; thence South 330.00 feet; thence West 160.00 feet to the true point of beginning.

All bearings are referred to the California Coordinate System, Grid Zone II.

All distances are grid distances as defined by the California Coordinate System, Grid Zone II. They may be converted to actual ground distances by adding 0.016 foot per 100.00 feet to all distances.

EXHIBIT "B"