



## **RESOLUTION No.** 2017-26

### 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 **Meade Canal Encasement Project** – on Yuba County APNs 006-260-026-000 owned by Blue Point Partners

After duly convened public hearing on the matter of the acquisition by eminent domain of property interests for the **Meade Canal Encasement Project (Project)**, the Board of Directors determines and declares as follows:

1. The Nevada Irrigation District (District) owns and operates the Meade Canal and appurtenant facilities as integral parts of the District's Irrigation and Treated Water Conveyance Systems and Facilities.
2. The public improvement project entitled the **Meade Canal Encasement Project**, includes the encasement and rehabilitation of an existing earthen canal and appurtenances along the alignment of the existing District facilities.

The *Project* consists of the following activities:

- Installation of approximately 3,000 feet of 18-inch diameter water pipeline within the existing canal footprint.
  - Improvements of access roadway along the canal and pipeline.
  - Rehabilitation, repairs and improvements on canal sections, culverts and access.
  - Perfecting District's easement rights related to District's ongoing operations.
3. The **Meade Canal Encasement Project** provides needed improvements to accomplish the following public purposes:
    - Improve the quality and reliability of delivery of District's irrigation and treated water to the consumers in the Smartsville area.
    - Enhance public health, safety and welfare by protecting the primary source for water delivery into the Smartsville Water Treatment Plant.
    - Improve reliability of irrigation water deliveries from the Meade Canal, and as a supplementary conveyance into the Town Canal.
    - Correcting chronic issues with the open canal will facilitate more efficient ongoing operations and maintenance activities.
    - Further District's water efficiency efforts by eliminating leakage and evaporation.

4. The **Meade Canal Encasement Project** is a public use authorized by law.
5. The **Meade Canal Encasement Project** is planned and located in a manner that would be most compatible with the greatest public good and least private injury, in that it follows the alignment and is within the footprint of existing District facilities.
6. The public interest and necessity require the **Meade Canal Encasement Project**.
7. The property sought to be acquired is necessary for the **Meade Canal Encasement Project**.
8. The District's water conveyance systems and facilities are and will continue to be necessary to the District's beneficial use of water for consumptive purposes and to otherwise carry out the District's purposes.
9. 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 (Division 11, Part 5, Chapter 1, Article 1 of the California Water Code) under California Water Code section 22456.
10. The property interests to be acquired are situated in the county of Yuba.
11. The property interests to be acquired are situated outside of the Nevada Irrigation District boundaries.
12. The **Meade Canal Encasement 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. The District's use of the easement will comply with the California Environmental Quality Act, and all applicable local, state and federal laws and regulation.
13. The Nevada Irrigation District is authorized to acquire property by eminent domain outside of the territorial limits of the District for water supply purposes, under California Code of Civil Procedure section 1240.125.
14. The extent and location of the property interests to be acquired for the **Meade Canal Encasement Project** are set forth in the easement deed attached to this resolution as Exhibit "1" and are more particularly described and depicted in Exhibits "A" and "B", attached hereto.
15. No person, business or farm operation shall be displaced by reason of the acquisition of the real property interest described herein for a public use.
16. The District acquired the Meade Canal and related facilities and property interests from the Excelsior Water and Power Company in the 1920's.

17. The District's ownership and continued operation of the Meade Canal and related systems and facilities are conducted under authority and terms of California Railroad Commission (CRC) Decision No. 15926.
18. The property interests to be acquired will be used for activities, facilities and appurtenances related to and necessary for water conveyance purposes, including but not limited to the following:
  - Operation, maintenance, installation, construction, repair, replacement, patrolling, and accessing District's lands, facilities and improvements;
  - Transporting people, tools, equipment, materials, debris, sediment, aggregate, and deposits.
19. Blue Point Partners are the owners of the property to be acquired whose names and address appear on the last equalized county assessment roll.
20. Notice has been given each person or entity whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030, in accordance with California Code of Civil Procedure section 1245.235.
21. The offer required by section 7267.2 of the California Government Code to acquire the property interests for the amount established as just compensation was directed to the person or entity whose name and address appear on the last equalized county assessment roll; and

BE IT 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 hereinabove and described in Exhibits "1", "A" and "B" 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

# Exhibit 1

Res. No. 2017-26

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

Yuba County APN: 006-260-026-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: 1071 Meade Canal Encasement

Map No. 151

Index No. 11

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

## EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

**BLUE POINT PARTNERS, A CALIFORNIA GENERAL PARTNERSHIP,**

hereinafter called GRANTOR, hereby grants to **NEVADA IRRIGATION DISTRICT**, hereinafter called DISTRICT, a permanent easement for rights stated herein, on, over, under and across those certain lands, hereinafter called Easement Area, which are situated in the unincorporated area, County of Yuba, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto.

GRANTOR hereby grants to DISTRICT the rights, privilege and authority to excavate for, install, replace, relocate (of the initial or any other size or flow), inspect, remove, operate, patrol, maintain and use such facilities as the DISTRICT shall from time to time elect for conveying water, with necessary and proper valves and other appurtenances and fittings including telemetry or electrical lines, measuring, recording, and monitoring devices, aboveground vaults, valve boxes, fire hydrants, blow offs or manholes, and other directly related apparatus, and devices for controlling electrolysis for use in connection with said facilities, together with adequate protection therefore, and also together with a right of way within said Easement Area, or along a route as hereinafter set forth;

Together with the following rights:

- a) the right of grading said Easement Area for the full width thereof;
- b) the right to ingress to and egress from said Easement Area for persons, equipment, materials and vehicles over and across GRANTOR's property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR;
- c) the right from time to time to trim, remove, cut down and clear away any and all trees, brush, and debris now or hereafter on said Easement Area;

- d) the right to install, maintain and use gates in all fences which now or hereafter cross said Easement Area;
- e) the right to mark the location of pipelines by suitable markers set in the ground.

OBLIGATIONS OF THE DISTRICT

DISTRICT hereby covenants and agrees:

- a) DISTRICT shall repair any damage it shall do to GRANTOR's private roads or lanes on said Easement Area;
- b) DISTRICT shall indemnify GRANTOR against any claims for loss and damage arising out of the exercise of rights granted hereby.

Failure by DISTRICT to perform its obligations described herein would constitute a breach of contract and be subject to action for damages. DISTRICT non-performance would not constitute a condition subsequent or a basis for an extinguishment, forfeiture or reversion of this Easement.

GRANTOR'S USE OF EASEMENT AREA

GRANTOR may use said Easement Area for purposes and in a manner that will not interfere with DISTRICT's full enjoyment of the rights granted hereby; provided that GRANTOR shall first apply for and receive from DISTRICT an encroachment permit authorizing the use. GRANTOR's application will be processed and determined in accordance with DISTRICT's rules and regulations regarding encroachments upon areas subject to DISTRICT easements, as they now exist or as hereafter duly adopted. DISTRICT will not unreasonably condition or deny the encroachment permit, or delay acting upon GRANTOR's application.

Typical GRANTOR uses that may meet DISTRICT approval include utility facilities (e.g. private service conduits), walkways, driveways, fencing, low impact landscaping, or cattle grazing.

Typical GRANTOR uses that do not meet DISTRICT approval include erecting or constructing any structure or other obstruction, drilling or operating any well, constructing any reservoir, diminishing or substantially adding to the ground cover, storing or using materials that pose a hazard to water quality.

BINDING EFFECT

This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

Blue Point Partners

Date: \_\_\_\_\_

X \_\_\_\_\_

Print Name:

Title:

Date: \_\_\_\_\_

X \_\_\_\_\_

Print Name:

Title:

ACCEPTANCE

This is to certify that the interest in real property conveyed by this document to the Nevada Irrigation District, a governmental agency, is hereby accepted by the undersigned on behalf of the Board of Directors of the Nevada Irrigation District pursuant to authority conferred by Resolution No. 2015-07 of said Board adopted on March 11, 2015.

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Crowe, Senior Right-of-Way Agent

EXHIBIT "A"

Strips of land, being 50 (fifty) and 55 (fifty-five) feet in width, over and across a portion of the parcel of land described in Document Number 2005-025782, recorded on October 21, 2005 in the Office of the Yuba County Recorder, State of California, said parcel being a portion of the North one-half of Section 34 and the South one-half of Section 27, Township 16 North, Range 6 East, M.D.M., the sidelines of said strips of land lying 25.00 feet, as measured at right angles from the centerline described herein as Strip "A" and 25.00 feet northerly and 30.00 feet southerly, as measured at right angles, from the centerline described herein as Strip "B".

Strip "A"

Commencing at the northwest corner of Parcel 23 as shown on that certain Record of Survey for Victor Klein recorded in Book 10 of Maps at Page 44 in the office of the Yuba County Recorder, thence along the north property boundary line of said parcel South 57°46'25" East 442.71 feet to the **True Point of Beginning**; thence leaving said north property boundary line and across the lands described in said Document Number 2005-025782 the following five (5) courses:

South 21°45'30" East 134.77;

Thence South 14°47'08" East 222.99 feet to the beginning of a curve to the left, concave to the east, having a radius of 350.00 feet and a central angle of 37°26'07";

Thence along said curve for an arc distance of 228.68 feet;

Thence South 52°13'16" East 58.90 feet to the beginning of a curve to the left, concave to the north, having a radius of 450.00 feet and a central angle of 5°04'37";

Thence along said curve for an arc distance of 39.87 feet to a point on the south property boundary line of said Parcel 23.

Strip "B"

Commencing at a the southeast corner of said Parcel 23 as shown on said Record of Survey recorded in Book 10 of Maps at Page 44; thence along the south property line of said parcel South 89°14'20" West 690.15 feet, to the **True Point of Beginning** said point also being the beginning of a curve, concave to the northwest, having a radial bearing of North 30°47'13" West, a radius of 690.00 feet and a central angle of 14°15'33"; Thence leaving said south property boundary line and across the lands described in said Document Number 2005-025782 the following eight (8) courses:

Along said curve for an arc distance of 171.72 feet to the beginning of a compound curve having a radius of 429.00 feet and a central angle of 32°13'52";

Thence along said curve for an arc distance of 241.33 feet;

Thence North 12°43'21" East 239.07 feet;

Thence North 18°59'27" East 196.46 feet;

Thence North 27°54'01" East 176.61 feet;

Thence North 40°27'03" East 104.06 feet;

Thence South 69°14'08" East 119.86 feet;

Thence South 80°07'00" East 62.20 feet to a point on the east property boundary line of said Parcel 23 as described in said Document Number 2005-025782.

The sidelines of the strips of land described herein shall be lengthened or shortened as necessary to terminate on the property boundary lines of the parcel of land described in said Document Number 2005-025782

The herein described strips of land contain an area of 106,403 square feet, or 2.44 acres, more or less.

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

The herein described strips affect a portion of APN 006-260-026 Yuba County.



**Bruce E. Parker, PLS 7757**

**End of Description**



# NEVADA IRRIGATION DISTRICT

NEVADA AND PLACER COUNTIES, CALIFORNIA

## EXHIBIT B

PROJECT FOR MEADE CANAL  
THROUGH LAND OF BLUE POINT PARTNERS

DATE June 29, 2017

SCALE: 1"=400'

Sec. 34, T.16N., R.06E. M.D.M.  
1"=400'



APN 006-260-035

APN 006-270-042

EXISTING  
MEADE  
CANAL

55'

BLUE POINT PARTNERS  
APN 006-260-026  
DOC. # 2005-025782

EASEMENT  
LOCATION AREA =  
71,838 Sq.Ft. +/-

APN 006-260-025

EXISTING DIRT ROAD

APN 006-270-045

50'

EXISTING  
MEADE  
CANAL

EASEMENT  
LOCATION AREA =  
34,565 Sq.Ft. +/-

APN 006-270-021

BLUE POINT PARTNERS APN  
006-260-025  
DOC. # 2005-025782



# NEVADA IRRIGATION DISTRICT

NEVADA, PLACER AND YUBA COUNTIES, CALIFORNIA

## EXHIBIT B

PROJECT FOR MEADE CANAL  
THROUGH LAND OF BLUE POINT PARTNERS

DATE June 29, 2017

SCALE: 1"=200'

SHEET 3

SEC. 34, T.16N., R.06E. M.D.M.

1"=200'



BLUE POINT PARTNERS  
006-260-026  
DOC. # 2005-025782  
PARCEL 23 BK. 10 MAPS  
PG. 44

APN 006-270-045

EXISTING DIRT ROAD

$\Delta=5^{\circ}04'37''$   
 $R=450.00$   
 $L=39.87$

APN 006-260-025

$\Delta=37^{\circ}26'07''$   
 $R=350.00$   
 $L=228.68$

APN 006-270-022

APN 006-260-024

50'

$S52^{\circ}13'16''E$   
58.90'

P.O.B.  
STRIP "A"

$S14^{\circ}47'08''E$   
222.99'

STRIP "A" EASEMENT  
LOCATION AREA =  
34,565 Sq.Ft. +/-

$S57^{\circ}46'25''E$  (Tie)  
442.71'

$S21^{\circ}45'30''E$   
134.77'

APN 006-270-021

N.I.D. EASEMENT  
DOC. # 1990-01429

BASIS OF BEARINGS:  
RECORD OF SURVEY FILED IN BOOK 10 OF  
MAPS AT PAGE 44, YUBA COUNTY RECORDS

# NEVADA IRRIGATION DISTRICT

NEVADA, PLACER AND YUBA COUNTIES CALIFORNIA

## EXHIBIT B

PROJECT FOR MEADE CANAL  
THROUGH LAND OF BLUE POINT PARTNERS

DATE June 29, 2017

SCALE: 1"=200'

Sec. 34, T.16N., R.06E. M.D.M.  
1"=200'



APN 006-260-035

S80° 07' 00"E  
62.20'

1469.44'

S69° 14' 08"E  
119.86'

N00° 00' 00"W

N27° 54' 01"E  
176.61'

N18° 59' 27"E  
196.46'

N40° 27' 03"E  
104.06'

N12° 43' 21"E  
239.07'

STRIP "B" EASEMENT  
LOCATION AREA =  
71,838 Sq.Ft. +/-

EXISTING DIRT ROAD

55'

30'

BLUE POINT PARTNERS  
006-260-026  
DOC. # 2005-025782  
PARCEL 23 BK. 10  
MAPS PG. 44

$\Delta=32^{\circ}13'52''$   
R=429.00  
L=241.33

$\Delta=14^{\circ}15'33''$   
R=690.00  
L=171.72

N30° 47' 13"W  
Radial

APN 006-260-025

P.O.B.  
STRIP "B"

APN 006-270-042

S89° 14' 20"W 690.15' (TIE)

APN 006-270-045

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 13th day of September, 2017 by the following vote of said Board:

AYES:	Directors	Drew, Miller, Morebeck, Wilcox
NOES:	Directors	Weber
ABSENT:	Directors	None
ABSTAINING:	Directors	None

  
\_\_\_\_\_  
President of the Board of Directors

**Attest:**

  
\_\_\_\_\_  
Secretary to the Board of Directors