



2021-0006873

WHEN RECORDED MAIL TO

Johnsville Public Utility District
P.O. Box 294
Graeagle, CA 96103

Recorded
Official Records
County of
Plumas
Mercy DeMartile
Clerk Recorder

REC FEE

0.00

11:19AM 05-Oct-2021

KC
Page 1 of 10

NO FEE

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES
PURSUANT TO GOVT. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

HOUSING TAX EXEMPT
SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF NON-EXCLUSIVE EASEMENT

Agency: Department of Parks and Recreation

WATER TANK AND PIPELINE

Project: JPUD Water Facilities Easement

Assessor Parcel No.: 006-031-006, 006-190-004, Plumas County

For valuable consideration, this AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF PARKS AND RECREATION, hereinafter called State, and JOHNSVILLE PUBLIC UTILITY DISTRICT, a public utility district organized and operating pursuant to the Public Utility District Act, Public Utilities Code Sections 15501 and following, and a public agency for purposes of Public Resources Code Section 5012, hereinafter called Grantee.

State, pursuant to the provisions of Public Resources Code Section 5012 hereby grants unto Grantee, its successors and assigns forever, beginning on the date of recordation of this instrument, an easement (the Easement) to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove water tanks, liquid chlorination equipment disinfection building, propane tank(s), utility services, valve boxes access gate and water pipelines for storage, treatment and distribution of potable water, together with appurtenant valves and other facilities reasonably deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the County of Plumas, State of California, as described in Exhibit "A" and depicted in Exhibit "B" (the Premises) attached hereto and by this reference made a part hereof.

THE PROVISIONS ON THE FOLLOWING FOUR (4) PAGES HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated 9/4/2021


GRANTOR:
STATE OF CALIFORNIA
Department of Parks and Recreation

GRANTEE:
JOHNSVILLE PUBLIC UTILITY DISTRICT, [a
public utility district or a public agency]

By B. Dewey
Name: Brian Dewey
Title: Assistant Deputy Director
Facilities and Development

By David A. Tierro
Name: DAVID A. TIERRA
Title: CHAIR, JPUD

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.

By: 
Name: Brian Dewey
Title: Assistant Deputy Director
Facilities and Development

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On 8/26/2021 before me, Susan N. Saeteurn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brian Dewey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan N. Saeteurn
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

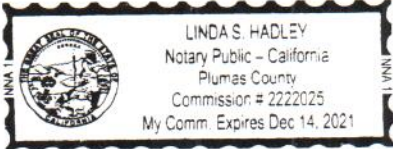
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Plumas }
On September 27, 2021 before me, Linda S. Hadley, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David A. Kupka
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda S. Hadley
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement & Grant of Non-Exclusive Easement
Document Date: 9-04-2021 Number of Pages: 6
Signer(s) Other Than Named Above: Brian Dewey

Capacity(ies) Claimed by Signer(s)
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

EXHIBIT A

JOHNSVILLE PUD WATER TANK FARM EASEMENT

A nonexclusive water tank easement, beginning at the southwest corner of the Townsite of Johnsville in Section 24, Township 22 North, Range 11 East, M.D.B. & M. as shown on that certain map filed in Book 2 of Records of Survey at Page 80, Plumas County Records; thence N 00°03'37" W , 331.59 feet along the west line of said Townsite; thence N 00°03'37" W , 266.00 feet; thence N 89°56'23" W, 164.66 feet to the West 1/16 line of said Section 24; thence S 00°03'08" E, 265.00 feet along said West 1/16 line; thence S 26°22'51" E, 371.45 feet, more or less, to the Point of Beginning.

Being 1.63 acres, more or less.

JOHNSVILLE PUD WATER TANK ACCESS EASEMENT

A nonexclusive twenty (20) feet wide access right of way easement, within a portion of Section 24, Township 22 North, Range 11 E, M.D.B.&M., County of Plumas, State of California, the centerline of which is more particularly described as follows:

Commencing at the existing access road centerline intersection with the west boundary of the Townsite of Johnsville as shown on that certain map filed in Book 2 of Records of Survey at Page 80, Plumas County Records; thence along the centerline of said existing access road to the intersection with the west line of the Johnsville Water Tank Farm Easement, described above, said intersection being S 00°03'08" E, 146.00 feet, more or less, from the northwest corner of the said Tank Farm Easement.

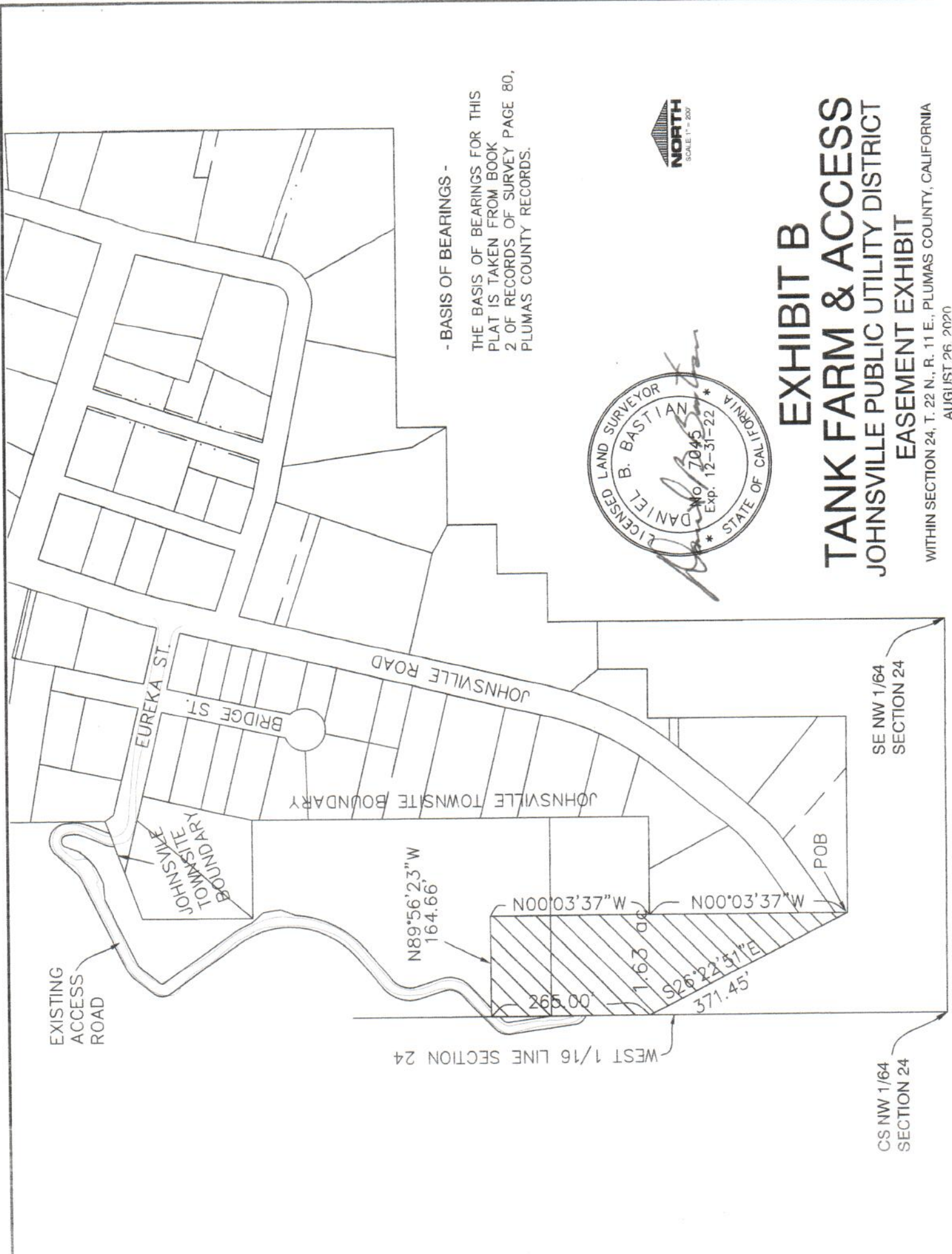
The sidelines shall be prolonged or shortened to conform to the beginning and ending boundaries.

JOHNSVILLE PUD WATER MAIN, APPURTENANCES AND ACCESS EASEMENT

A nonexclusive twenty (20) feet wide water main easement for construction, reconstruction, repair, operation, maintenance, appurtenances and access, within a portion of Sections 26, 23 and 24, Township 22 North, Range 11 E, M.D.B.&M., County of Plumas, State of California, the centerline of which is coincident with the water main as it currently exists.



Exp. 12/31/22



- BASIS OF BEARINGS -

THE BASIS OF BEARINGS FOR THIS PLAT IS TAKEN FROM BOOK 2 OF RECORDS OF SURVEY PAGE 80, PLUMAS COUNTY RECORDS.



EXHIBIT B

TANK FARM & ACCESS

JOHNSVILLE PUBLIC UTILITY DISTRICT

EASEMENT EXHIBIT

WITHIN SECTION 24, T. 22 N., R. 11 E., PLUMAS COUNTY, CALIFORNIA
AUGUST 26, 2020

CS NW 1/64
SECTION 24

SE NW 1/64
SECTION 24

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said Premises and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with the Premises or Grantee's implementation or exercise of the Easement rights granted herein. Grantee shall protect, save, hold harmless, indemnify, and defend State, its officers, agents, and/or employees, from and against any and all loss, damage, claims, demands, liability, and costs, including, without limitation, all legal fees, expert witness fees, consultant fees, and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by State, its officers, agents and/or employees, caused by, arising out of, or in any way connected with this Agreement and Grant of Easement, Grantee's use or occupation of the Premises, or implementation or exercise by Grantee of the Easement rights hereby granted, except those arising out of the sole active negligence or willful misconduct of State. Further, Grantee shall cause such indemnification and waiver of claims in favor of the State to be inserted in each contract Grantee executes in connection with Grantee's exercise of the rights granted herein. The obligations contained in this section shall survive termination of the Easement.
3. State reserves the right to use said Premises in any manner, provided such use does not unreasonably interfere with Grantee's Easement rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said Premises, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall quitclaim to State the Easement herein granted.
5. This Easement shall automatically terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Within 90 days after receiving written notice of such termination from State, Grantee shall deliver to State a fully executed quitclaim deed to all of Grantee's right, title and interest hereunder, in a form approved by State, and shall, without cost to State, remove all personal property and improvements placed by or for Grantee upon said Premises and restore the Premises as nearly as possible to the same condition they were in prior to the execution of this Easement, unless otherwise agreed to in writing by State. In the event Grantee should fail to remove the property and improvements and restore the Premises within 90 days, State may, at its sole discretion, do so at the risk of Grantee, and all costs of such removal and restoration shall be paid to State by Grantee within 10 days of receiving written demand by State. The obligations to quitclaim this Easement, remove all personal property and improvements, restore the Premises, and reimburse State for any costs incurred by State for removal and/or restoration, shall survive termination of this Easement.
6. State may terminate this Easement in the event of a breach or default of the terms of this Agreement and Grant of Easement by Grantee if such breach or default continues for more than 30 days after State has given Grantee written notice of such breach or default. However, if the nature of Grantee's breach or default is such that more than 30 days is required for its cure, then Grantee shall not be deemed to be in breach or default if Grantee commences such cure within such 30-day period and diligently proceeds with such cure to completion. A failure of State to enforce any term, covenant, or provision of this Agreement and Grant of Easement against Grantee shall not constitute a waiver of that term, covenant, or condition. A waiver by State of any breach or default by Grantee or any term, covenant or provision of this Agreement and Grant of Easement shall not be deemed a waiver of any

other breach or default or any term, covenant or provision in any other instance. Any waiver by State shall not be effective unless in writing and signed by an authorized State representative.

In making any excavation on said Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvements thereon as nearly as possible to the condition they were in prior to such excavation.

7. Grantee understands that said Easement is within Plumas-Eureka State Park, a state park, and Grantee agrees to abide by certain restrictions and conditions concerning Grantee's access to and use of said Easement as follows:
 - a. Except as otherwise provided herein, Grantee shall refrain from interfering with the public's use and State's operation of the state park and shall comply with all state park regulations.
 - b. Grantee shall keep and maintain the Premises, including all improvements, in good order and repair, and in a clean, safe condition. Grantee shall have full responsibility to repair and restore any damages, including, but not limited to erosion caused by pipe ruptures or tank failures/overflows resulting from Grantee's use of the Easement except to the extent such damage results from State's service laterals. No disturbance of soil, pesticide application or dumping of refuse shall be permitted in any portion of the state park unless Grantee obtains the prior written approval of State. Grantee shall not commit or suffer to be committed any waste or nuisance on the Premises. Grantee shall at all times exercise due diligence in the protection of the Premises against damage or destruction by fire or other causes.
 - c. Grantee shall not cut or remove any trees or brush except as necessary for Easement purposes and approved in writing by State. Pruning of all trees shall comply with American National Standards Institute A300, Part 1 pruning standards, as may be amended.
 - d. State shall not be responsible for losses or damage to Grantee's personal property, equipment or materials.
8. In making any excavation on the Premises, Grantee shall make all excavation activities available to the State archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation. State archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resources are being disturbed. In the event that significant cultural resources are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should Grantee or its contractors find any cultural or historical resources, or suspected cultural or historical resources, in the absence of a State archaeologist, Grantee shall halt all work within thirty feet (30') of the find and immediately notify the State archaeologist or a State park ranger. Cultural resources include, but are not limited to, prehistoric deposits containing bone, flaked stone, or ground stone, historic deposits, and any other historical or archaeological artifacts. Grantee shall not resume work in the area of the find until authorized by the State archaeologist. Should human bone or bones of questionable appearance be disturbed during excavation, Grantee shall immediately notify the District Superintendent of the state park and halt ALL excavation until Health and Safety Code section 7050.5, Public Resources Code sections 5097 et seq. and 5097.9 et seq, and any applicable protocols, guidelines and channels of communication outlined by the California Native American Heritage Commission, have been complied with and the State archaeologist has authorized work to resume.

The Grantee or Grantee's contractor shall provide a work schedule to State so that the State archaeological monitor can arrange to be on site on the necessary days; Grantee agrees to include the State archaeologist in any preconstruction meetings with the prime contractors or subcontractors. The Grantee shall provide the State archaeologist with notice at least two weeks prior to the work start date.

9. a. All written notices or other communications required or permitted hereunder shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below.
- b. All written notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (2) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Time so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.
- c. Oral notices shall be effective upon receipt.

Contact:

TO GRANTOR:

California Department of Parks and Recreation
Sierra District
P.O. Box 266
Tahoma, CA 96142

With a copy to:

California Department of Parks and Recreation
Acquisition and Real Property Services Division
One Capitol Mall, Ste. 410
Sacramento, CA 95814
(916) 327-7302

TO GRANTEE:

Johnsville Public Utility District
P.O. Box 294
Graeagle, CA 96103

10. Grantee shall be solely responsible for obtaining all applicable authorizations necessary to enjoy this Easement and shall comply with all applicable laws, including, but not limited to, all state and federal environmental laws, and all laws and government orders applicable to the use, storage, transportation and disposal of any hazardous substance. The release of non-pesticide petrochemicals on the Premises or state park lands is prohibited. All refueling operations shall have a spill plan signed by a registered engineer and shall use a liner in the secondary container design. Grantee shall immediately notify State in writing in the event of any spill or other incident involving hazardous substance contamination or violation of law, and shall undertake the appropriate remedial actions.
11. Grantee shall not let or sublet, or grant any licenses or permits with respect to the use or occupancy of said Premises or any operation thereof, without the prior written consent of State. This Easement shall not be assigned, mortgaged, hypothecated or transferred by Grantee, whether voluntarily or involuntarily by operation of law, except as expressly provided herein or with the express written consent of State.
12. This Agreement and Grant of Easement will be governed and construed by the laws of the State of California.

13. If any term, condition or provision of this Agreement and Grant of Easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and Grant of Easement shall not be affected thereby, and shall remain valid and enforceable to the fullest extent permitted by law.
14. If any party brings an action to enforce or interpret the terms of this Agreement and Grant of Easement or to declare rights under this Agreement and Grant of Easement, including any action in bankruptcy court, and together with the appeal of any such action, the prevailing party shall be entitled to its reasonable attorney fees and costs as fixed by the court.
15. Time is of the essence in this Agreement and Grant of Easement and each and all of its terms or conditions in which performance is a factor.
16. The person signing on behalf of Grantee warrants that he/she has authority to accept this Agreement and Grant of Easement on behalf of Grantee and to bind the Grantee to the terms and conditions of this Agreement and Grant of Easement.
17. Grantee's use of the Easement shall comply with and be consistent with the Notice of Exemption for 'Water Tank Improvement and Liquid Chlorination Project' recorded July 10, 2020 in the official records of Plumas County, Document # 3207102020-019 adopted for this project.