

# Olivehurst Public Utility District



## Agenda Item Staff Report

Meeting Date: October 17, 2024

### Item description/summary:

**Easement for Road Serving Plumas Lake School District Middle School Adjacent to OPUD Community Park.** This road that was identified by our landscape architect during the community park master plan study we did back a few years ago is at the far northern end of the park and will serve as needed access to the middle school site. Recall that a narrow strip of land between the park parcel and River Oaks Blvd. was conveyed to OPUD by the County and a portion of the road easement is in the strip. The narrow strip given to OPUD by the county actually caused the community park to be slightly oversized over what was originally planned so the slight loss for the road easement will correct some of the oversizing. Once the road is constructed, it will be conveyed to the County.

### Fiscal Analysis:

No fiscal impact

### Employee Feedback

None

### Sample Motion:

Move to approve and grant the easement to the Plumas Lake School District.

Prepared by:

John Tillotson, P.E., General Manager

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Plumas Lake Elementary School District  
2743 Plumas School Road  
Plumas Lake, CA 95961

Re: APN 016-350-022

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SPACE ABOVE LINE FOR RECORDER'S USE.

*This document is being recorded by and for the benefit of the Plumas Lake Elementary School District and the Olivehurst Public Utility District and is exempt from recording fees pursuant to Government Code section 27383.*

### **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT (“Agreement”)** is made as of this 17th day of October, 2024 between **OLIVEHURST PUBLIC UTILITY DISTRICT (“Grantor”)**, and the **PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT (“Grantee”)**, hereinafter each individually referred to as a **“Party”** and collectively referred to as the **“Parties”**.

### **RECITALS**

**WHEREAS**, Grantor is the owner of that certain parcel of land in the County of Yuba, State of California, identified as Assessor’s Parcel Number 016-350-022 (**“Property”**).

**WHEREAS**, Grantee desires to acquire a permanent easement for purposes of construction, use, and maintenance of a roadway in the Easement Area on, over, across, through and upon the Property hereinafter referred to as the **“Easement Area,”** which is more particularly described in the attached Legal Description (Exhibit 1, inclusive of Exhibit A-I) and Plat (Exhibit 2).

**WHEREAS**, Grantee is responsible for the construction of the roadway in the Easement Area.

**WHEREAS**, in order to facilitate construction upon Grantor’s Property, Grantee has requested from Grantor, and Grantor has agreed to grant to Grantee, a permanent easement for the construction, use, and maintenance of a roadway upon that portion of Grantor’s Property legally described on Exhibit 1.

**NOW, THEREFORE**, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, for the benefit of Grantee, a permanent easement (the **“Easement”**) on, over, across, through and upon the Easement Area for

purposes described herein in accordance with applicable laws, rules, and regulations. Grantor, its successors and assigns, shall not make any improvements to the Easement Area that impedes or obstructs the purpose of the Easement or Grantee's rights as stated herein. Grantor, its successors and assigns shall provide access and right of entry to Grantee.

2. Construction of Roadway. Grantee shall construct the roadway upon the Easement Area.

Grantee shall not allow any mechanics' or other liens to be filed against the Grantor's Property in connection with any work performed by or on behalf of Grantee hereunder and if any such lien is filed or recorded against the Grantor's Property, Grantee shall cause the same to be removed or bonded within thirty days after such lien is filed or recorded against the Grantor's Property.

During construction, Grantee shall the Easement Area in good condition and repair and make all necessary replacements.

3. Following Completion of Roadway. Following the construction, installation and completion of the Project, Parties intend to transfer ownership and maintenance responsibilities of the roadway to the County of Yuba. Grantor consents to the transfer of all rights, restrictions, or obligations under this easement to the County of Yuba. The Parties agree to cooperate in good faith to facilitate this transfer, including executing any necessary documents or agreements required by the County of Yuba to effectuate the transfer. Upon the effective date of such transfer, the Parties respective rights and obligations, including indemnification obligations, shall cease with respect to any events, occurrences, or claims arising after the transfer date.

4. Term. The Easement granted herein shall commence on the date hereof and shall continue in perpetuity; provided, however, that the Easement shall terminate if the Easement is abandoned. For purposes of this Agreement, the Easement shall be considered abandoned if the Grantee provides written notice to Grantor regarding the intent to abandon the easement .

5. Appurtenant Easement; Covenants Running with Land. The rights, restrictions, and obligations contained in this Agreement shall run with those of the Easement Area and shall be binding upon and inure to the benefit of the successive owners thereof.

6. Reservation of Rights. Grantor reserves the right to grant easements only to public utilities over the portions of the Easement Area described herein, provided those grants do not interfere with the rights granted to Grantee herein.

7. Indemnification. Both parties shall indemnify, defend, and hold harmless the other party, its Board, Board members, officers, employees, agents, representatives, and invitees, from and against any action, cause of action, suit, expense, demand, loss, damage, claim, cost, judgment, injury or liability whatsoever, including reasonable attorneys' fees (collectively, "Liability") resulting from the exercise of rights under this Easement Agreement or use of the Easement Area for the purposes identified herein. Notwithstanding the foregoing, neither party shall be required

to indemnify any such parties from Liability to the extent caused by the sole negligent act or intentional misconduct of the other party, its Board, Board members, officers, employees, agents, representatives, and invitees.

8. Waiver. No delay or omission by any of the Parties, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

9. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing and shall be hand delivered, sent by use of a nationally-recognized overnight courier service or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the appropriate Party at its address set forth below, or at such other address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered (or refused) or three days after mailing.

If to Grantor: Olivehurst Public Utility District  
PO Box 670  
Olivehurst, CA 95961  
Attn: General Manager

If to Grantee: Plumas Lake Elementary School District  
2743 Plumas School Road  
Plumas Lake, CA 95961  
Attn: Superintendent

Either Party may change the name of the person or address to which notices and other communications are to be given by so notifying the other Party.

9. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

10. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null and void or illegal for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

11. Amendment. This Agreement may be amended and modified only by a written instrument executed by the Parties.

12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same document.

13. Warranty of Authority. Each person warrants and guarantees that s/he is legally authorized to execute this Easement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Easement.

14. Recording. Grantee shall cause this Agreement to be recorded in the official records of Yuba County, with original recorded Agreement to be returned to Grantee and a copy to Grantor at the address shown above.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**“GRANTOR”**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

By:  
Name:  
Title:

**“GRANTEE”**

**PLUMAS LAKE ELEMENTARY SCHOOL  
DISTRICT**

By:  
Name: Dr. Jeff Roberts  
Title: Superintendent

ATTEST:

By:  
Name:  
Title: Clerk of the Board of Trustees

**EXHIBIT 1**  
**Legal Description**

Includes of Exhibits A-I

**EXHIBIT A**

**LEGAL DESCRIPTION FOR**

**PROPOSED ROAD EASEMENT VACATION PARCEL 1**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

**A portion of Yuba County APN 016-350-022**

All that certain real property lying in an unincorporated area in County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2013 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Lots 2 and 4 as shown on that certain Parcel Map Filed May 28, 2013, in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Commencing** at the Southeast Corner of aforesaid Parcel 2; thence into Parcel 4 of aforesaid Parcel Map North 12°23'38" East, 72.07 feet to the **True Point Beginning**; thence along a non tangent curve to the left, whose center bears South 39°44'48" West, having a radius of 90.00 feet, an included angle of 06°29'22", and an arc length of 10.19 feet to the easterly line of aforesaid Parcel 2; thence into said Parcel 2, and continuing along said curve whose radius is 90.00 feet, an included angle of 56°43'33", and an arc length of 89.10 to a point of cusp; thence along a non tangent curve to the left, whose center bears North 23°28'07" West, having a radius of 20.00 feet, an included angle of 59°59'59", and an arc length of 20.94 feet; thence North 06°31'54" East, 270.56 feet; thence North 02°24'35" East, 162.91 feet; thence along a tangent curve to the left, concave to the southwest, having a radius of 20.00 feet, an included angle of 60°00'00", and an arc length of 20.94 feet to a point of cusp; thence along a non tangent curve to the left, whose center bears North 32°24'35" East, having a radius of 90.00 feet, an included angle of 52°53'07", and an arc length of 83.07 feet to aforesaid easterly line of Parcel 2; thence into aforesaid Parcel 4, and continuing along said curve whose radius is 90.00 feet; an included angle of 07°06'53", and an arc length of 11.18 feet to a point of cusp; thence along a non tangent curve to the left, whose center bears South 27°35'25" East, having a radius of 20.00 feet, an included angle of 60°00'00", and an arc length of 20.94 feet to aforesaid easterly line of Parcel 2; thence along said easterly line South 02°24'35" East, 165.09 feet; thence along said easterly line South 05°26'20" West, 277.09 feet; thence into aforesaid Parcel 4 along a tangent curve to the left, concave to the northeast, having a radius of 20.00 feet, an included angle of 55°41'32", and an arc length of 19.44 feet to the **True Point of Beginning**.

Containing an area 32,457 sq. ft.

Basis of Bearings: North American Datum of 1983(NAD83)

See Road Easement and Public Utility Easement(PUE) Proposed Vacation Detail Sheet 3

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

OCT. 13, 2024 Date



**EXHIBIT B**

**LEGAL DESCRIPTION FOR**

**PROPOSED PUBLIC UTILITY EASEMENT(PUE) VACATION PARCEL 1**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

**A portion of Yuba County APN 016-350-022**

All that certain real property lying in an unincorporated area in County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 13, 2013 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Parcel 2 as shown on that certain Parcel Map Filed May 28, 2013 in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Commencing** at the Southeast Corner of aforesaid Parcel 2; thence North  $42^{\circ}56'07''$  West, 114.39 feet to the **True Point of Beginning**; thence North  $23^{\circ}28'07''$  West, 10.00 feet; thence along a non tangent curve to the left, concave to the northwest, whose center bears North  $23^{\circ}28'07''$  West, having a radius of 10.00 feet, an included angle of  $59^{\circ}59'59''$ , and an arc length of 10.47 feet; thence North  $06^{\circ}31'54''$  East, 270.20 feet; thence North  $02^{\circ}24'35''$  East, 162.55 feet; thence along a tangent curve to the left, concave to the southwest, having a radius of 10.00 feet, an included angle of  $60^{\circ}00'00''$ , and an arc length of 10.47 feet; thence North  $32^{\circ}24'35''$  East, 10.00; thence along a non tangent curve to the right, whose center bears South  $32^{\circ}24'35''$  West, having a radius of 20.00 feet, having an included angle of  $60^{\circ}00'00''$ , and an arc length of 20.94 feet; thence South  $02^{\circ}24'35''$  West, 162.91 feet; thence South  $06^{\circ}31'54''$  West, 270.56 feet; thence along a tangent curve to the right, concave to the northwest, having a radius of 20.00 feet, an included angle of  $59^{\circ}59'59''$ , and an arc length of 20.94 feet to the **True Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 4,630 sq. ft.

See Road Easement and Public Utility Easement(PUE) Proposed Vacation Detail Sheet 3

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

Oct. 14, 2024 Date

**EXHIBIT C**

**LEGAL DESCRIPTION FOR**

**PROPOSED PUBLIC UTILITY EASEMENT(PUE) VACATION PARCEL 2**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

**A portion of Yuba County APN 016-350-022**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

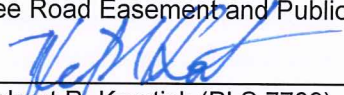
Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2023 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Parcel 2 as shown on that certain Parcel Map Filed May 28, 2013 in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Beginning** at a Point of the northerly line of said Parcel 2, said Point being South 89°43'44" West, 454.14 feet from the northeast corner of said Parcel 2; thence into said Parcel 2 South 00°17'54" East, 100.00 feet; thence South 89°42'06" West, 10.00 feet; thence North 00°17'54" West, 100.00 feet to aforesaid northerly line of said Parcel 2; thence along said northerly line North 89°43'44" East, 10.00 feet to the **Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 1000 SF, more or less

See Road Easement and Public Utility Easement(PUE) Proposed Vacation Detail Sheet 3

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

Oct. 14, 2024 Date



**EXHIBIT D****LEGAL DESCRIPTION FOR****PROPOSED ROAD EASEMENT PARCEL 1****PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

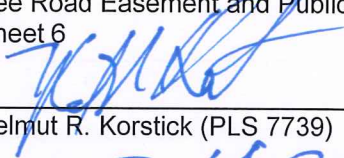
Being a portion of Parcel 1 of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 27, 2022 at Series 2022-016014, in the Office of the County Recorder of said Yuba County, also being a portion of Lot 4 as shown on that certain Parcel Map Filed May 28, 2013 in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Commencing** at a Point of the westerly line of said Parcel 4, said Point being the Southeast Corner of Lot Number 2 of the aforesaid Parcel Map; thence into said Lot 4 North 34°03'59" East, 60.11 feet to the **True Point of Beginning**; thence along a non tangent curve to the left, concave to the northeast, whose center bears North 57°18'52" East, having a radius of 19.99 feet, an included angle of 55°42'34", and an arc length of 19.44 feet to a point of compound curvature; thence along a tangent curve to the left, concave to the north, having a radius of 958.00 feet, an included angle of 01°41'39", and an arc length of 28.33 feet; thence North 89°55'32" East, 59.61 feet; thence along a tangent curve to the left, concave to the northwest, having a radius of 20.00 feet, an included angle of 86°41'48", and an arc length of 30.26 feet to the easterly line of said Lot 4; thence along said easterly line along a non tangent curve to the left, concave to the east, whose center bears South 86°46'16" East, having a radius of 1056.00 feet, an included angle of 06°36'23', and an arc length of 121.76 feet; thence into said Lot 4 along a non tangent curve to the left, concave to the southwest, whose center bears South 86°37'21" West, having a radius of 20.00 feet, an included angle of 86°41'48", and an arc length of 30.26 feet, thence South 89°55'32" West, 59.61 feet; thence along a tangent curve to the right, concave to the north, having a radius of 1,042.00 feet, an included angle of 01°41'39", and an arc length of 30.81 feet to a point of reverse curvature; thence along a tangent curve to the left, having a radius of 20.00 feet, an included angle of 55°41'24", and an arc length of 19.44 feet to a point of cusp; thence along a non tangent curve to the left, concave to the west, whose center bears North 54°04'13" West, having a radius of 90.00 feet, an included angle of 68°36'55", and an arc length of 107.78 feet to the **True Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 9,589 SF, more or less

See Road Easement and Public Utility Easement(PUE) Proposed Road Easement Detail  
Sheet 6

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

Oct. 14, 2024 Date

**EXHIBIT E****LEGAL DESCRIPTION FOR****PROPOSED ROAD EASEMENT PARCEL 2****PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2013 at Series 2013R-013439 along with a portion of Parcel 2 of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 27, 2022 at Series 2022-016014, in the Office of the County Recorder of said Yuba County, also being a portion of Lots 2 and 4 as shown on that certain Parcel Map Filed May 28, 2013 in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:


**Beginning** at a point on the northerly line of aforesaid Lot 2, said point being South 89°43'39" West, 464.14 feet from the northeast corner of said Lot 2; thence into said Lot 2 along a non tangent curve to the left, concave to the northeast, whose center bears South 89°42'06" West, having a radius of 15.00 feet, an included angle of 89°58'24", and an arc length of 23.55 feet; thence North 89°43'42" East, 119.18 feet; thence along a tangent curve to the right, concave to the south, having a radius of 635.00 feet, an included angle of 17°18'04", and an arc length of 191.75 feet; thence South 72°58'14" East, 128.34 feet to the southeast line of said Lot 2; thence into aforesaid Lot 4 South 72°58'14" East, 137.83 feet; thence along a tangent curve to the left, concave to the northwest, having a radius of 20.00 feet, an included angle of 93°24'45", and an arc length of 32.61 feet to a point of cusp on the southeasterly line of said Lot 4; thence along a non tangent curve to the right, concave to the northwest, whose center bears North 76°22'59" West, having a radius of 944.00 feet, an included angle of 06°49'30", and an arc length of 112.45 feet to a point of cusp; thence into said Lot 4 along a non tangent curve to the left, concave to the southwest, whose center bears North 69°33'29" West, having a radius of 20.00 feet, an included angle of 93°24'45", and an arc length of 32.61 feet; thence north 72°58'14" West, 151.92 feet to the southeast line of aforesaid Lot 2; thence into said Lot 2 North 72°58'14" West, 114.24 feet; thence along a tangent curve to the left, concave to the south, having a radius of 565.00 feet, an included angle of 17°18'04", and an arc length of 170.61 feet; thence South 89°43'42" West, 119.13 feet; thence along a tangent curve to the left, concave to the southeast, having a radius of 15.00 feet, an included angle of 90°01'36", and an arc length of 23.57 feet; thence North 00°17'54" West, 100.00 feet to the **Point of Beginning**.



Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 42,494 SF, more or less

See Road Easement and Public Utility Easement(PUE) Proposed Road Easement Detail  
Sheet 6

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

Oct. 14, 2024 Date

**EXHIBIT F**

**LEGAL DESCRIPTION FOR**

**PROPOSED PUBLIC UTILITY EASEMENT PARCEL 1**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2013 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Lot 2 as shown on that certain Parcel Map Filed May 28, 2013, in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Commencing** at the southeast corner of said Lot 2; thence North 42°56'05" West, 114.39 feet to the **True Point of Beginning**; thence North 23°28'07" West, 10.00 feet; thence along a non tangent curve to the right, concave to the south, whose center bears South 23°28'07" East, having a radius of 100.00 feet, an included angle of 53°44'32", and an arc length of 93.80 feet to the east line of aforesaid Lot 2; thence along said east line South 05°26'20" West, 11.15 feet; thence into said Lot 2 along a non tangent curve to the left, concave to the south, whose center bears South 33°15'51" West, having a radius of 90.00 feet, an included angle of 56°43'32", and an arc length of 89.10 feet to the **True Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 914 SF, more or less

See Proposed Public Utility Easement(PUE) Detail Sheet 7

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

0ct. 14, 2024 Date

**EXHIBIT G**

**LEGAL DESCRIPTION FOR**

**PROPOSED PUBLIC UTILITY EASEMENT PARCEL 2**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2013 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Lot 2 as shown on that certain Parcel Map Filed May 28, 2013, in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Beginning** at a point on the east line of said Lot 2; said point being North 05°26'20" East, 365.15 feet and North 02°24'35" East, 166.67 feet from the southeast corner of said Lot 2; thence along a non tangent curve to the right, concave to the north, whose center bears North 18°04'39" West, having a radius of 100.00 feet, an included angle of 50°29'14", and an arc length of 88.12 feet; thence North 32°24'35" East, 10.00 feet; thence along a non tangent curve to the left, concave to the north, whose center bears North 32°24'35" East, having a radius of 90.00 feet, an included angle of 52°53'07", and an arc length of 83.07 feet to the east line of said Lot 2; thence along said east line South 02°24'35" West, 10.76 feet to the **Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 856 SF, more or less

See Proposed Public Utility Easement(PUE) Detail Sheet 7

  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

Oct. 14, 2024 Date



**EXHIBIT H**

**LEGAL DESCRIPTION FOR**

**PROPOSED PUBLIC UTILITY EASEMENT PARCEL 3**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2013 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Lots 2 and 4 as shown on that certain Parcel Map Filed May 28, 2013, in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Commencing** at the northeast corner of said Lot 2; thence along the northerly line of said Lot 2 South 89°43'42" West, 464.14 feet; thence into said lot 2 South 00°17'54" East, 100.00 feet to the **True Point of Beginning**; thence along a non tangent curve to the right, concave to the southeast, whose center bears North 89°42'06" East, having a radius of 15.00 feet, an included angle of 90°01'36", an arc length of 23.57 feet; thence North 89°43'42" East, 119.13 feet; thence along a tangent curve to the right, concave to the south, having a radius of 565.00 feet, an included angle of 17°18'04", and an arc length of 170.61 feet; thence South 72°58'14" East, 114.24 feet to the east line of said Lot 2; thence into said Lot 4 South 72°58'14" East, 151.92 feet; thence along a tangent curve to the right, concave to the southwest, having a radius of 20.00 feet, having an included angle of 60°00'00", and an arc length of 20.94 feet; thence North 72°58'14" West, 171.26 feet to the easterly line of said Lot 2, thence into said Lot 2 North 72°58'14" West, 112.23 feet; thence along a tangent curve to the left, concave to the south, having a radius of 555.00 feet, an included angle of 17°18'04", and an arc length of 167.59 feet; thence South 89°43'42" west, 119.13 feet; thence along a tangent curve to the left, concave to the southeast, having a radius of 5.00 feet, an included angle of 90°01'36", and an arc length of 7.86 feet; thence South 89°42'06" West, 10.00 feet to the **True Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 5,824 SF, more or less

See Proposed Public Utility Easement(PUE) Detail Sheet 7

  
\_\_\_\_\_  
Helmut R. Körstick (PLS 7739)

Oct. 14, 2024 Date

**EXHIBIT I**

**LEGAL DESCRIPTION FOR**

**PROPOSED PUBLIC UTILITY EASEMENT PARCEL 4**

**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**

All that certain real property lying in an unincorporated area in the County of Yuba, State of California, being more particularly described as follows:

Being a portion of the Lands of the Olivehurst Public Utility District as described in that certain Grant Deed Recorded October 18, 2013 at Series 2013R-013439, in the Office of the County Recorder of said Yuba County, also being a portion of Lots 2 and 4 as shown on that certain Parcel Map Filed May 28, 2013, in Book 2012-0002 of Parcel Maps, said Yuba County Records, said portion being more particularly described as follows:

**Beginning** at a point on the northerly line of said Lot 2; said point being South 89°43'42" West, 454.14 feet from the northeast corner of said Lot 2; thence along a non tangent curve to the left, concave to the northeast, whose center bears North 89°42'06" East, having a radius of 5.00 feet, an included angle of 89°58'24", and an arc length of 7.85 feet; thence North 89°43'42" East, 119.18 feet; thence along a tangent curve to the right, concave to the south, having a radius of 645.00 feet, an included angle of 17°18'04", and an arc length of 194.77 feet; thence South 72°58'14" East, 130.35 feet to the southeast line of said Lot 2; thence into said Lot 4 South 72°58'14" East, 153.14 feet; thence along a non tangent curve to the right, concave to the northwest, whose center bears North 42°58'14" West, having a radius of 20.00 feet, an included angle of 60°00'00", and an arc length of 20.94 feet; thence North 72°58'14" West, 137.83 feet to the southeast line of said Lot 2; thence into said Lot 2 North 72°58'14" West, 128.34 feet; thence along a tangent curve to the left, concave to the south, having a radius of 635.00 feet, having an included angle of 17°18'04", and an arc length of 191.75 feet; thence South 89°43'42" West, 119.18 feet; thence along a tangent curve to the right, concave to the northeast, having a radius of 15.00 feet, having an included angle of 89°58'24", and an arc length of 23.55 feet to the north line of said Lot 2; thence along said north line North 89°42'06" East, 10.00 feet to the **Point of Beginning**.

Basis of Bearings: North American Datum of 1983(NAD83)

Containing an area of 6,061 SF, more or less

See Proposed Public Utility Easement(PUE) Detail Sheet 7

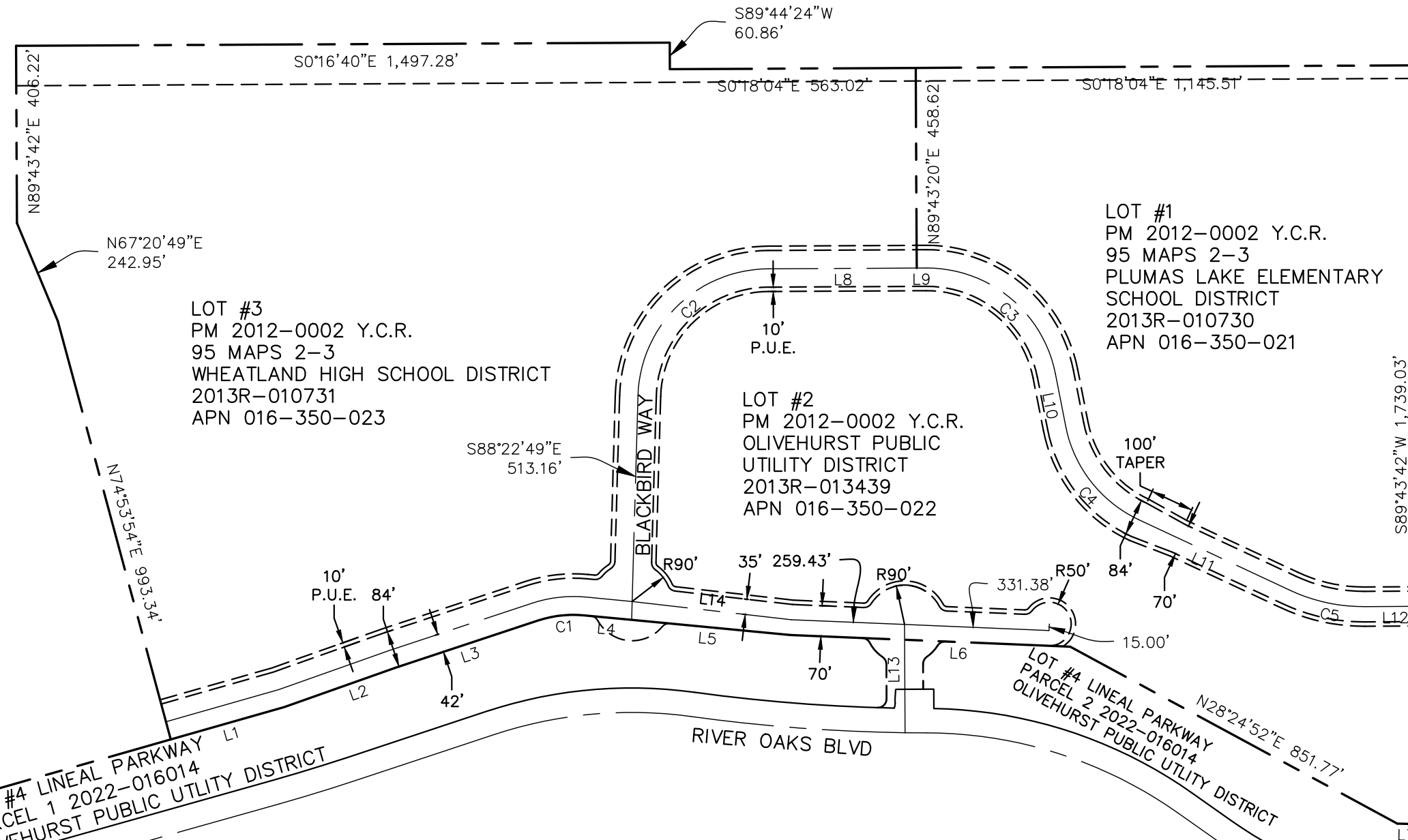
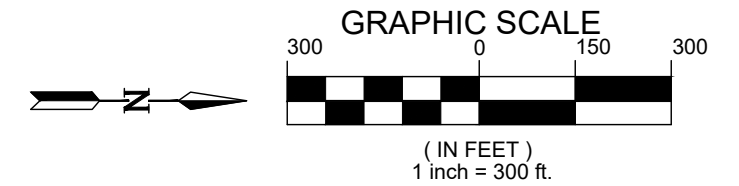
  
\_\_\_\_\_  
Helmut R. Korstick (PLS 7739)

Oct. 14, 2024 Date

**EXHIBIT 2**

**Plat**

# RIGHT OF WAY & PUBLIC UTILITY EASEMENT EXISTING CONFIGURATION



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N15°55'12"W	270.81'
L2	N19°29'17"W	270.60'
L3	N18°19'54"W	342.93'
L4	N05°26'20"E	109.36'
L5	N05°26'20"E	365.15'
L6	N02°24'35"E	641.73'
L7	N01°24'48"E	50.67'
L8	S00°17'42"E	340.14'
L9	S00°17'42"E	21.65'
L10	S78°53'10"W	122.97'
L11	S25°02'30"W	381.76'
L12	S00°17'54"E	123.21'
L13	S89°43'23"W	248.07'
L14	S06°31'54"W	367.10'

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	258.00	23°46'14"	107.04
C2	300.00	88°05'06"	461.21
C3	300.00	79°10'52"	414.59
C4	300.00	53°50'40"	281.93
C5	400.00	25°20'24"	176.91

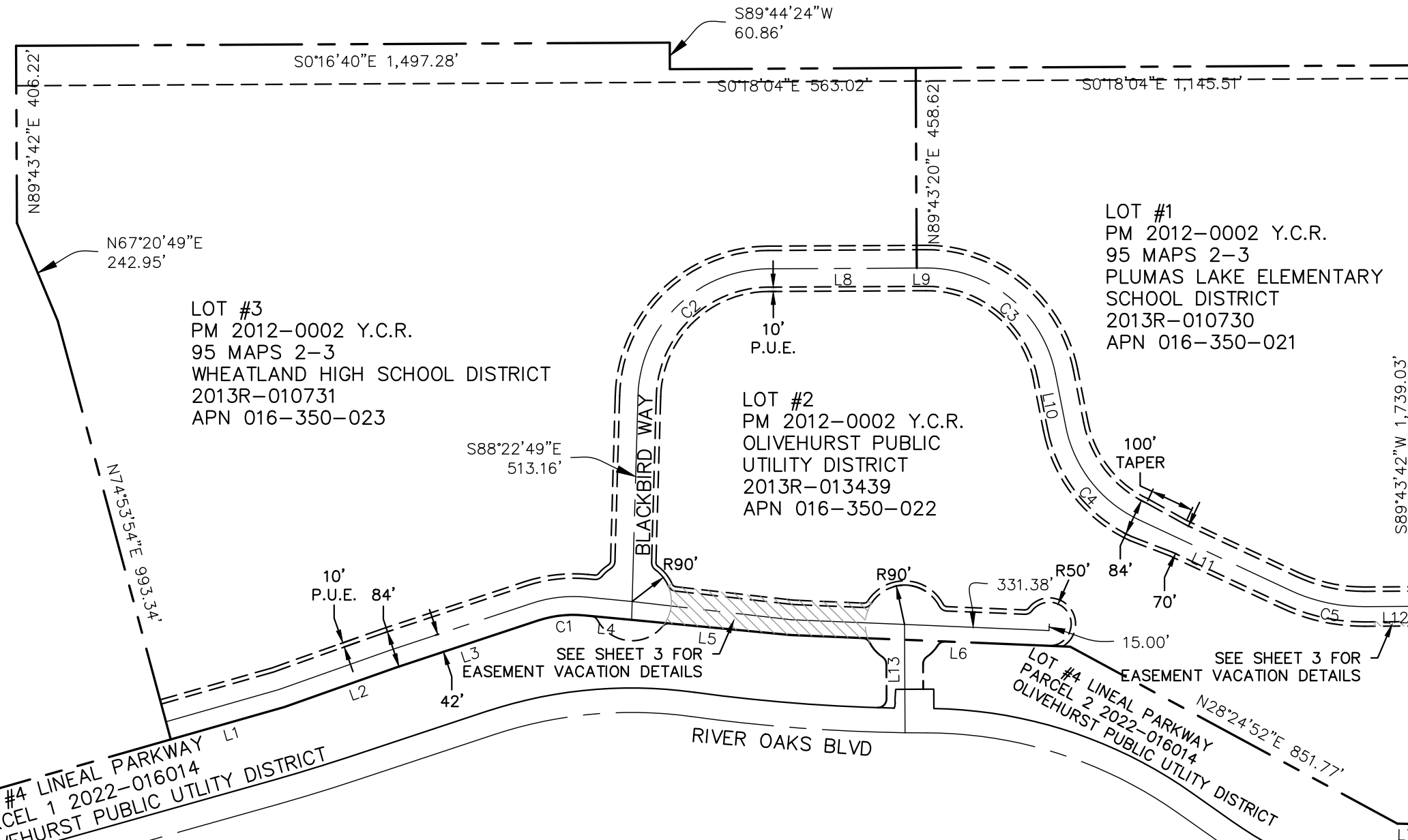
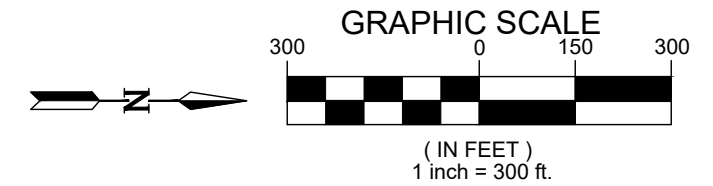
LEGEND	
	PROPERTY LINE
	CENTER LINE
	EASEMENT LINE
	PUBLIC UTILITY EASEMENT
	Y.C.R.

PREPARED BY:  
**CHAUDHARY & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS INSPECTORS  
 211 GATEWAY RD. WEST, SUITE 204  
 NAPA, CALIFORNIA 94558  
 Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

PREPARED FOR  
**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**  
**2743 PLUMAS SCHOOL RD**  
**PLUMAS LAKE, CA 95961**



# RIGHT OF WAY & PUBLIC UTILITY EASEMENT PROPOSED VACATIONS



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N15°55'12"W	270.81'
L2	N19°29'17"W	270.60'
L3	N18°19'54"W	342.93'
L4	N05°26'20"E	109.36'
L5	N05°26'20"E	365.15'
L6	N02°24'35"E	641.73'
L7	N01°24'48"E	50.67'
L8	S00°17'42"E	340.14'
L9	S00°17'42"E	21.65'
L10	S78°53'10"W	122.97'
L11	S25°02'30"W	381.76'
L12	S00°17'54"E	123.21'
L13	S89°43'23"W	248.07'
L14	S06°31'54"W	367.10'

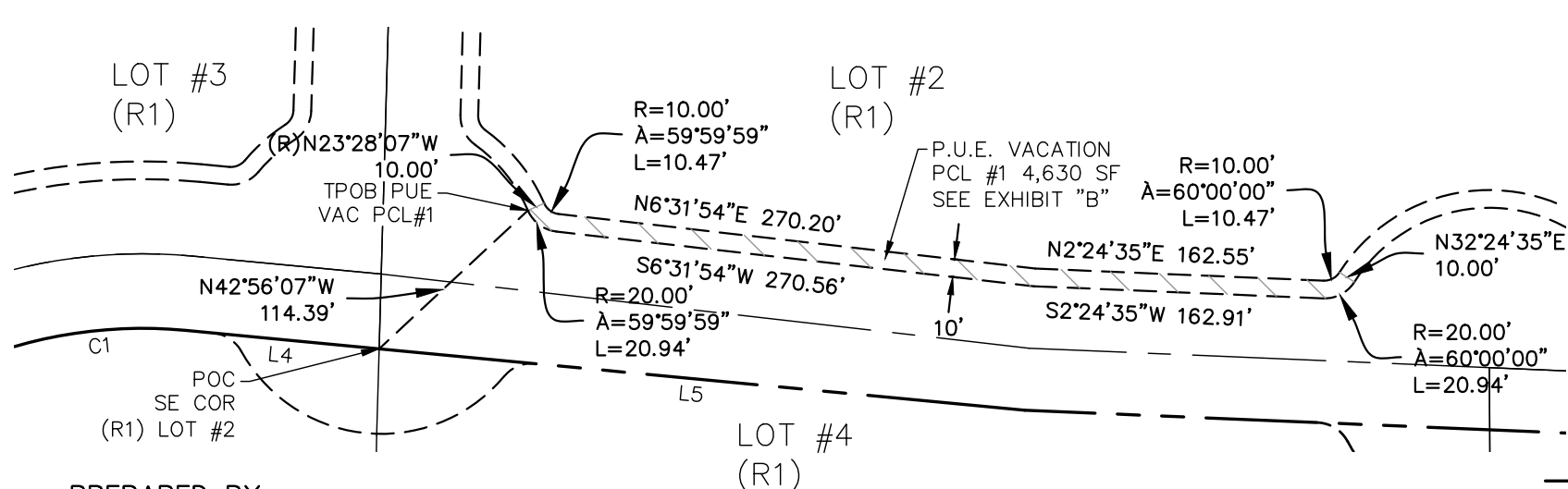
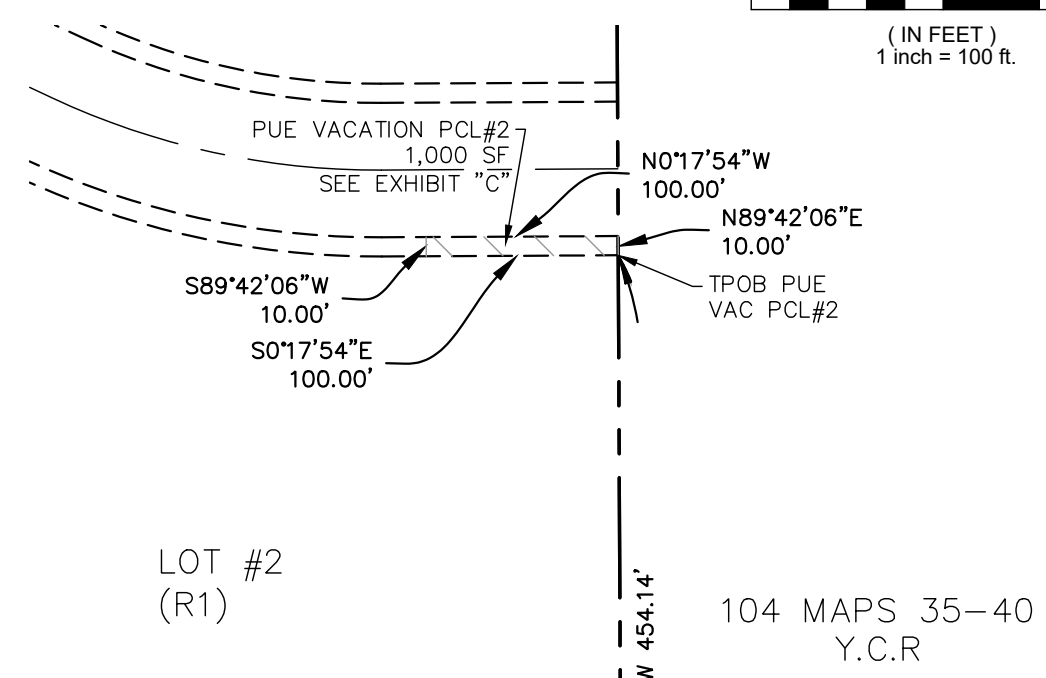
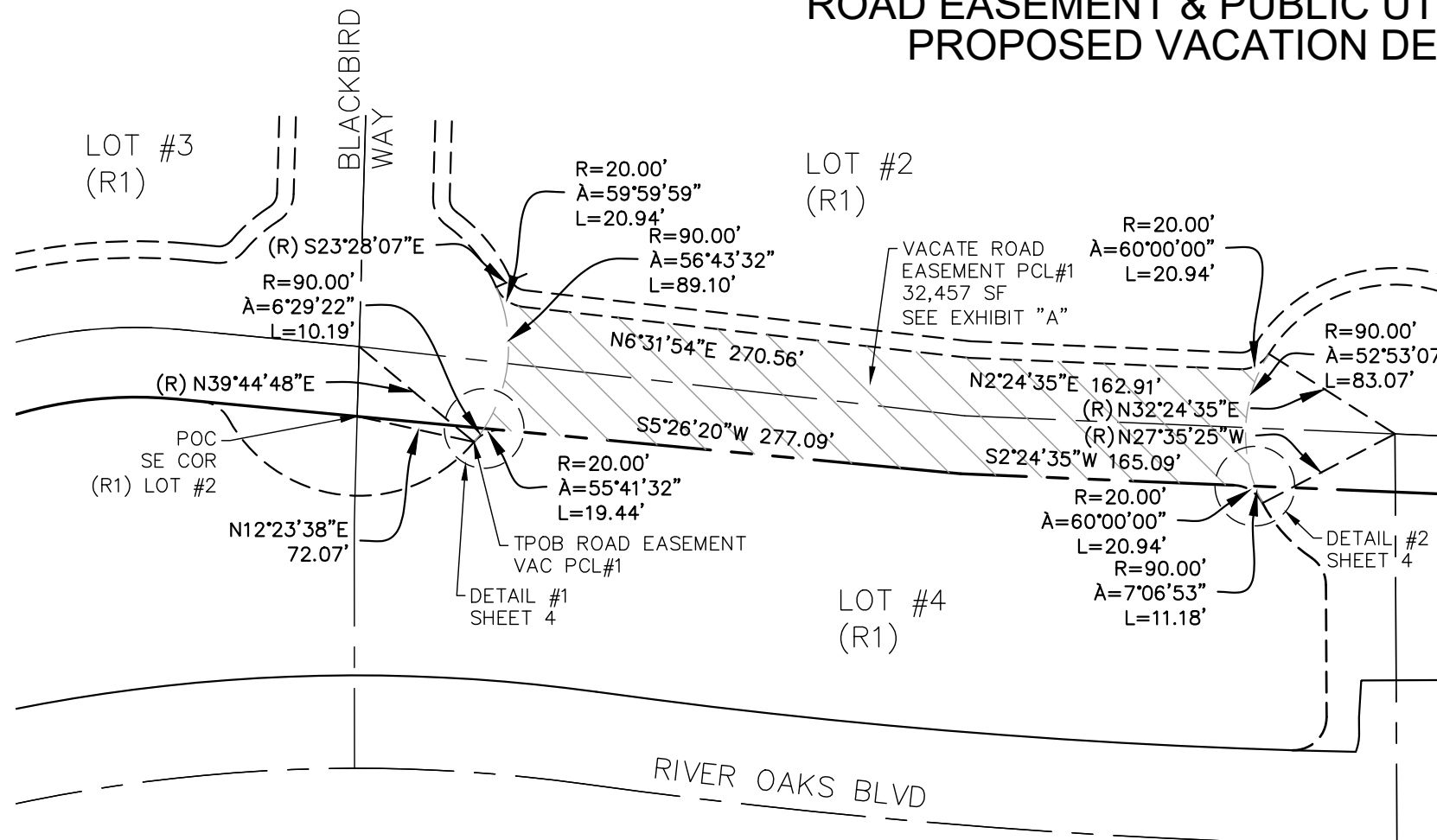
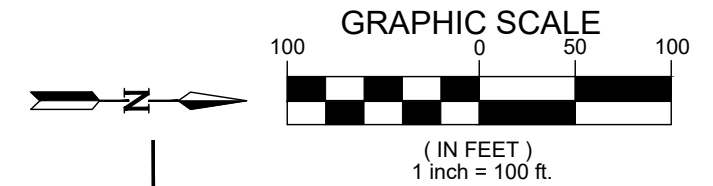
CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	258.00	23°46'14"	107.04
C2	300.00	88°05'06"	461.21
C3	300.00	79°10'52"	414.59
C4	300.00	53°50'40"	281.93
C5	400.00	25°20'24"	176.91

LEGEND	
	PROPERTY LINE
	CENTER LINE
	EASEMENT LINE
	P.U.E.
	PUBLIC UTILITY EASEMENT
	Y.C.R.
	YUBA COUNTY RECORDS

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**2743 PLUMAS SCHOOL RD**  
**PLUMAS LAKE, CA 95961**

# ROAD EASEMENT & PUBLIC UTILITY EASEMENT PROPOSED VACATION DETAIL SHEET



**LEGEND**

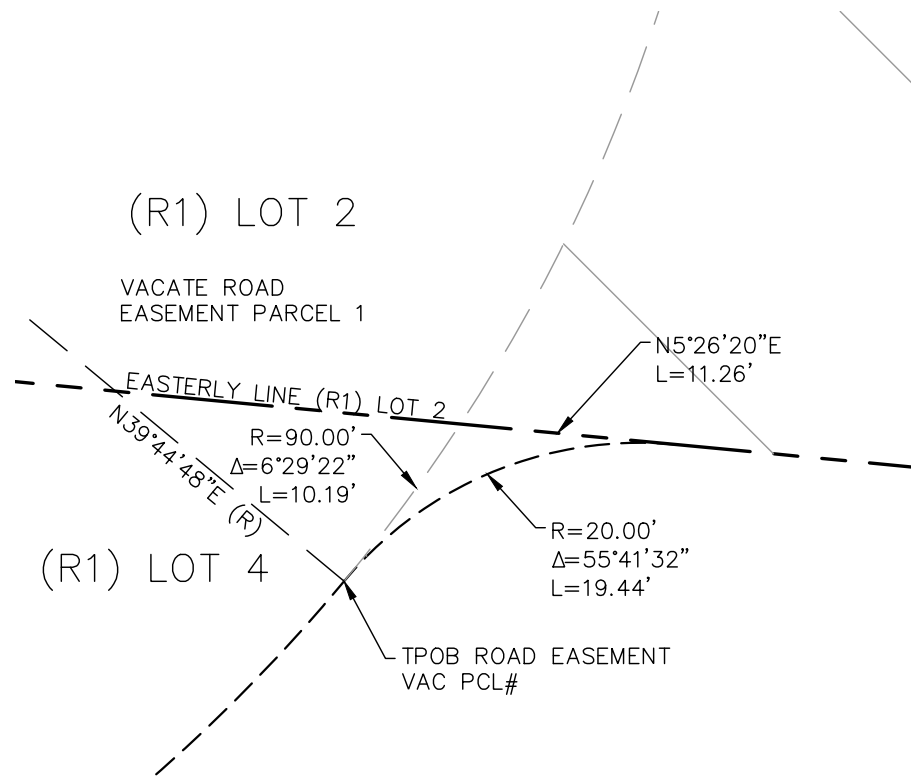
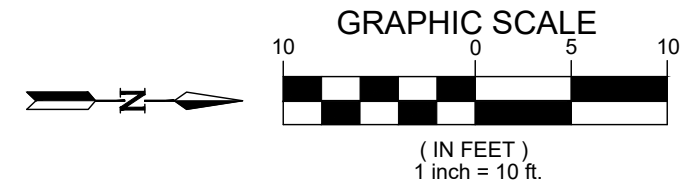
---	PROPERTY LINE
---	CENTER LINE
---	EASEMENT LINE
POC	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
(R1)	PM 2012-0002 Y.C.R.
TPOB	TRUE POINT OF BEGINNING
Y.C.R.	YUBA COUNTY RECORDS

PREPARED BY:  

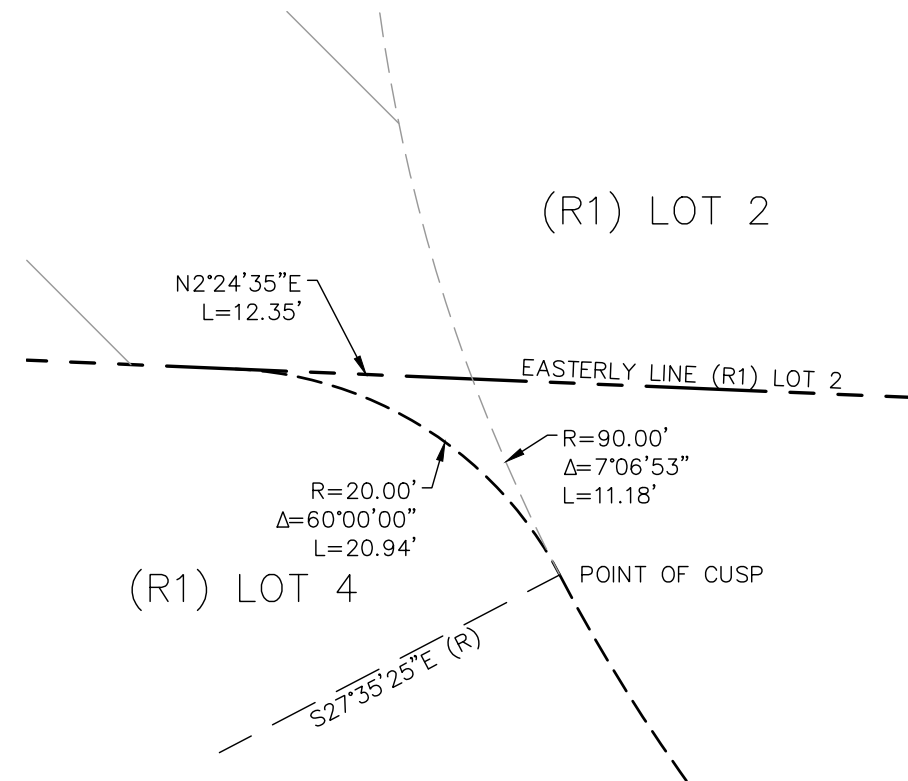
**CHAUDHARY & ASSOCIATES, INC.**  
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PREPARED FOR  
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 2743 PLUMAS SCHOOL RD  
 PLUMAS LAKE, CA 95961

# ROAD EASEMENT PROPOSED VACATION DETAIL SHEET



DETAIL #1



DETAIL #2

### LEGEND

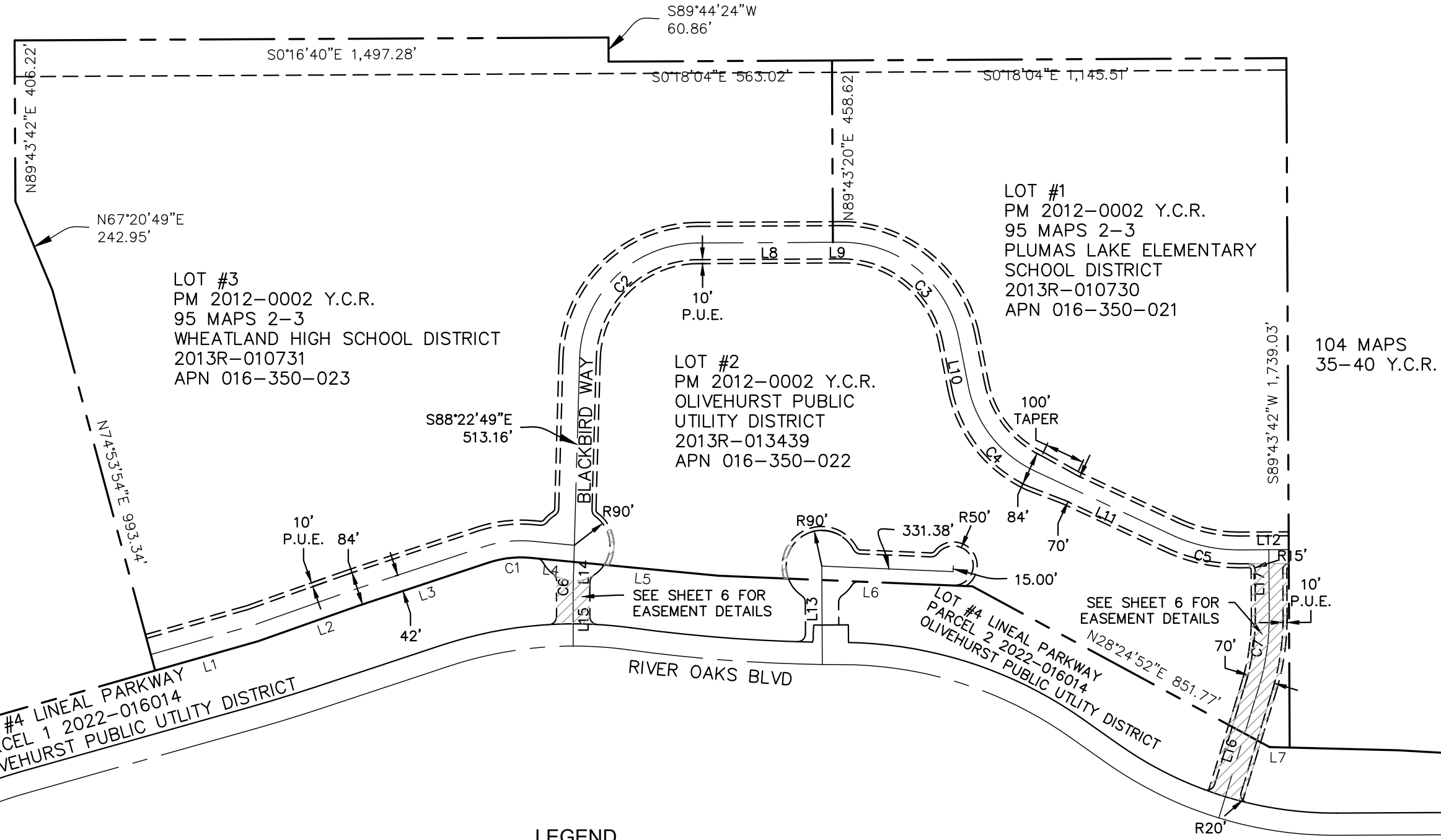
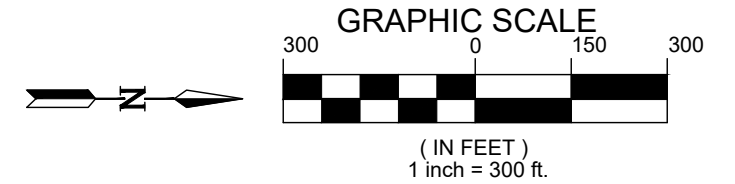
———	PROPERTY LINE
———	CENTER LINE
---	EASEMENT LINE
POC	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R1)	PM 2012-0002 Y.C.R.
TPOB	TRUE POINT OF BEGINNING
Y.C.R.	YUBA COUNTY RECORDS

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 2743 PLUMAS SCHOOL RD  
 PLUMAS LAKE, CA 95961

# ROAD EASEMENT & PUBLIC UTILITY EASEMENT PROPOSED ROAD EASEMENT & PUBLIC UTILITY EASEMENT



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L8	S00°17'42"E	340.14'
L9	S00°17'42"E	21.65'
L10	S78°53'10"W	122.97'
L11	S25°02'30"W	381.76'
L12	S00°17'54"E	50.00'
L13	S89°43'23"W	248.07'
L14	N88°22'49"W	48.77'
L15	S89°55'32"W	133.82'
L16	N72°58'14"W	343.80'
L17	N89°43'42"E	169.15'

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C2	300.00	88°05'06"	461.21
C3	300.00	79°10'52"	414.59
C4	300.00	53°50'40"	281.93
C5	400.00	25°20'24"	176.91
C6	1000.00	1°41'39"	29.57
C7	600.00	17°18'04"	181.18

**LEGEND**

PROPERTY LINE  
 CENTER LINE  
 EASEMENT LINE  
 P.U.E. PUBLIC UTILITY EASEMENT  
 Y.C.R. YUBA COUNTY RECORDS

PREPARED BY:

**CHAUDHARY & ASSOCIATES, INC.**  
ENGINEERS SURVEYORS INSPECTORS

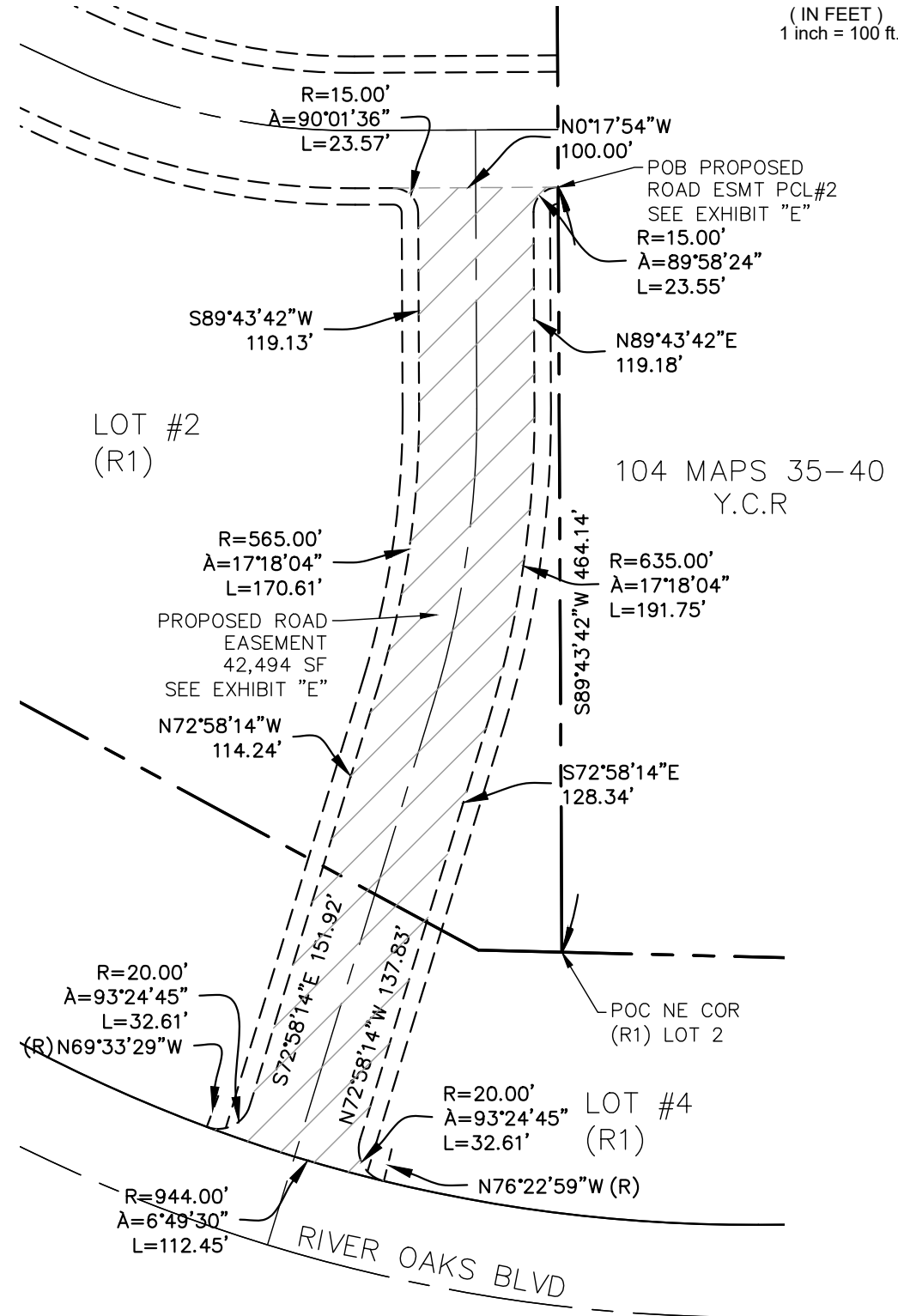
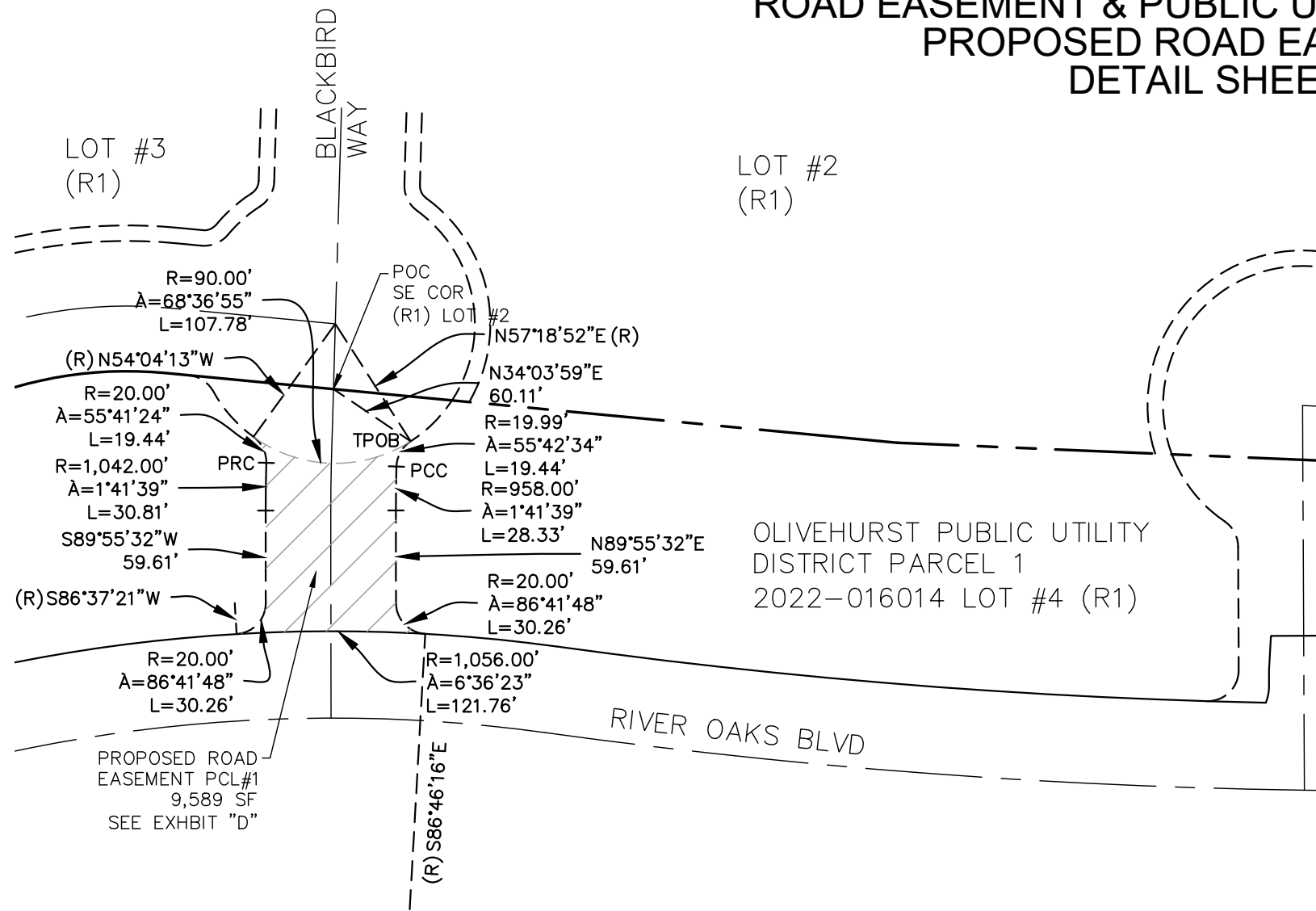
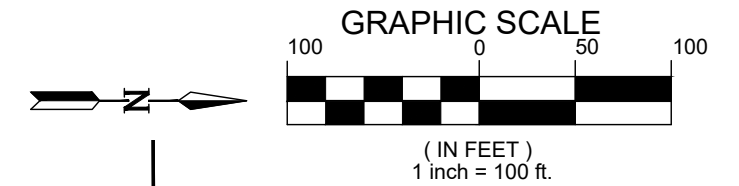
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2743 PLUMAS SCHOOL RD  
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# ROAD EASEMENT & PUBLIC UTILITY EASEMENT PROPOSED ROAD EASEMENT DETAIL SHEET



### LEGEND

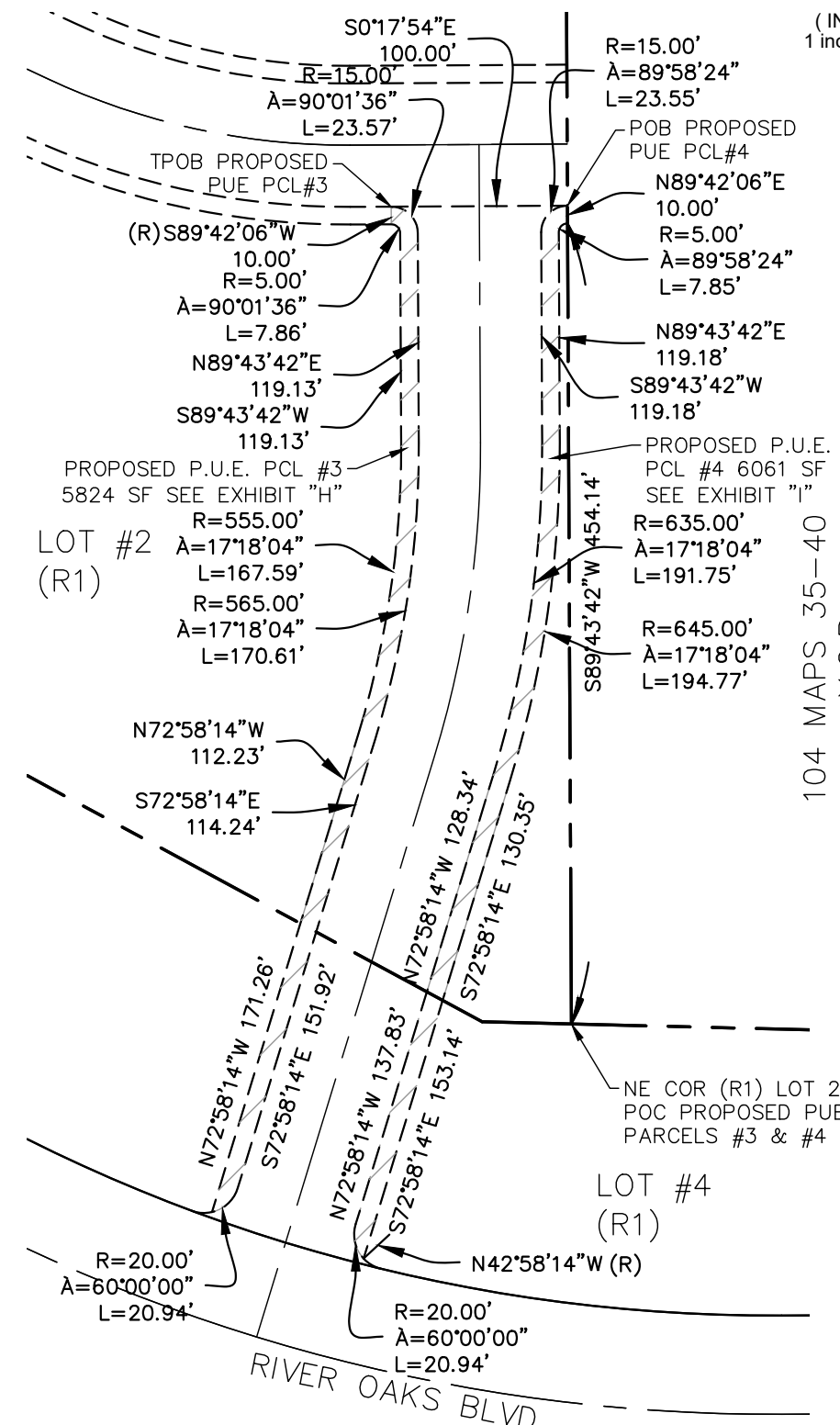
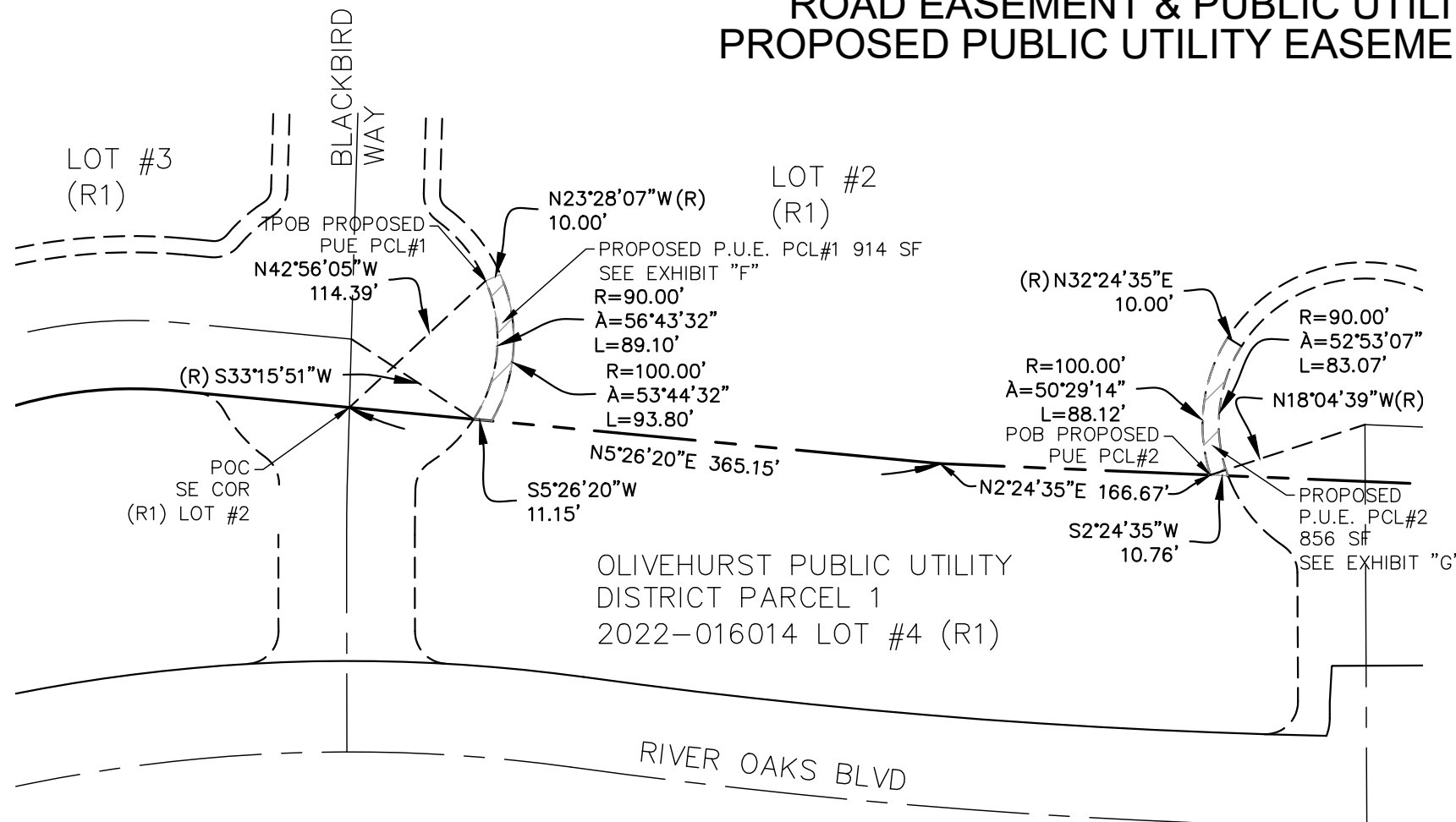
---	PROPERTY LINE
---	CENTER LINE
---	EASEMENT LINE
PCC	POINT OF COMPOUND CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL
(R1)	PM 2012-0002 Y.C.R., 95 MAPS 2-3
TPOB	TRUE POINT OF BEGINNING
Y.C.R.	YUBA COUNTY RECORDS

PREPARED BY:

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2743 PLUMAS SCHOOL RD  
PLUMAS LAKE, CA 95961

# ROAD EASEMENT & PUBLIC UTILITY EASEMENT PROPOSED PUBLIC UTILITY EASEMENT DETAIL SHEET



### LEGEND

- PROPERTY LINE
- CENTER LINE
- - - - - EASEMENT LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- (R1) PM 2012-0002 Y.C.R., 95 MAPS 2-3
- TPOB TRUE POINT OF BEGINNING
- Y.C.R. YUBA COUNTY RECORDS

104 MAPS 35-40  
Y.C.R.

PREPARED BY:  
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PREPARED FOR  
**PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT**  
 2743 PLUMAS SCHOOL RD  
 PLUMAS LAKE, CA 95961

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement and Agreement dated \_\_\_\_\_, 2024, from OLIVEHURST PUBLIC UTILITY DISTRICT, a California public utility district (“Grantor”), to PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT, a California public school district, is hereby accepted by the undersigned officer on behalf of the Plumas Lake Elementary School District pursuant to authority conferred upon him by the Plumas Lake Elementary School District Board of Trustees, and approval of the Plumas Lake Elementary School District Board of Trustees on \_\_\_\_\_, 2024, and the Plumas Lake Elementary School District consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_  
PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT,  
a California public school district

By: \_\_\_\_\_  
Name: Dr. Jeff Roberts  
Its: Superintendent

**NOTARY ACKNOWLEDGEMENT**

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 YUBA )

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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: \_\_\_\_\_ (Seal)