

date

Dear \_\_\_\_\_ :

Subject: Noninterference Review Letter– Improvements within United States Bureau of Reclamation Easement, Assessor Parcel No(s.)

Coachella Valley Water District (CVWD) discovered during field inspections that (Project Proponent) is operating and maintaining existing agricultural improvements (Improvements) within United States Bureau of Reclamation's (USBR) \_\_\_\_\_ easement near \_\_\_\_\_.

*[Coachella Valley Water District (CVWD) received a request for noninterference review from (Project Proponent) for the operation and maintenance of proposed agricultural improvements (Improvements) within United States Bureau of Reclamation's (USBR) easement near \_\_\_\_\_. ]*

The Improvements have been/*are proposed* to be installed within USBR's easement for Irrigation Lateral No. \_\_\_\_\_ *without prior consent*. The easement is located within Assessor Parcel No(s). \_\_\_\_\_ and was obtained by [*Name of Document*] recorded on [*recording date*] as Instrument No. \_\_\_\_\_, Official Records of Riverside County, California. (*through the exercise of the Act of August 30, 1890 (26 Stat. 391, 43 U.S.C. 945), which reserves rights-of-way for ditches and canals. The right-of-way notice was issued on [date] and is depicted on the enclosed United States Department of the Interior, Bureau of Reclamation, Boulder Canyon Project, All-American Canal System-California, Coachella Division, Easement for Distribution System, Parcel [C-X-XX]. Said notice was not required to be recorded in the County's Official Records. However, lack of recordation does not diminish the rights of USBR or CVWD.*)

The existing/*proposed* Improvements as shown on the enclosed CVWD Drawing No(s)/Exhibit(s) \_\_\_\_\_ interfere with USBR's easement rights and are considered to be in trespass. However, CVWD and USBR are willing to permit the continuing existence of the Improvements/proposed Improvements subject to the terms of this letter. In the event that CVWD operation or maintenance activities result in damage or removal of the Improvements, CVWD and/or USBR will not be responsible for their repair or replacement or any other damages or injuries. Project Proponent shall be responsible for any damages to CVWD and/or USBR property or injuries to CVWD and/or USBR personnel which may arise from the installation, location or use of the Improvements. In addition, CVWD reserves the right to remove all Improvements with thirty (30) days prior notice. All costs associated with the removal of the Improvements shall be borne by the Project Proponent, which cost will be reimbursed to CVWD within thirty (30) days following receipt of an invoice.

Project Proponent represents that it has obtained all necessary approvals and rights from the fee title owner(s) of the real property on which USBR's easement is located prior to constructing the

Improvements. Additionally, USBR consent must be obtained. Project Proponent shall indemnify and hold CVWD and USBR harmless from any claims or liability which may arise from Project Proponent's use of the owner(s)' property.

The Project Proponent shall be fully responsible to ascertain the location of all facilities constructed by others, and to assure that the Improvements and Project Proponent's operations and maintenance thereof do not damage, conflict or interfere with any existing facilities or CVWD's and/or USBR's use of the easement area for the purpose set forth in the easement. Prior to making any excavation within USBR's right-of-way of said easement, Project Proponent shall call Underground Service Alert (USA).

In the event any action is brought by any person(s) regarding USBR's easement for injury, death and/or damages to property in connection with construction of the Improvements and Project Proponent's use of the easement, Project Proponent shall defend, indemnify and hold CVWD and USBR harmless with respect thereto. CVWD and USBR assume no responsibility for damages, claims or suits in connection with the Improvements. If the Improvements or the use thereof by Project Proponent causes damage to USBR's facilities, Project Proponent shall reimburse any cost incurred by CVWD in repairing such damage. Such costs shall be paid by Project Proponent within ten (10) calendar days following receipt of an invoice from CVWD.

This letter should not be construed as subordination of CVWD's and/or USBR's rights, title and interest in and to said easement or as a waiver of any of the provisions contained in said easement. Project Proponent shall be solely responsible to notify any successor in writing regarding this Noninterference Review Letter and the obligations of Project Proponent hereunder. This letter is subject to the rules and regulations of CVWD, as they may be revised from time to time.

Please confirm acceptance of the terms of this letter by executing the following acknowledgement and returning the signed letter to [*ROW staff name*], Coachella Valley Water District, Engineering Department, Post Office Box 1058, Coachella, California 92236. Any person signing below on behalf of a legal entity confirms that he or she has full power and authority to execute this letter on behalf of such entity.

THE FOREGOING TERMS ARE AGREED TO AND ACCEPTED:

By: \_\_\_\_\_  
Signature and Printed Name Date

Its: \_\_\_\_\_  
Agent/Title

If you have any questions, please call [*ROW staff name, title*], at (760) 398-2651, extension

Sincerely,

Carrie Oliphant  
Assistant Director of Engineering

Doc. No. \_\_\_\_\_

Enclosure/as

CC:

Ec:

File: 0652.21  
0652.3  
0655.