

**Nevada County Historical Landmarks Commission**  
**P.O. Box 1014**  
**Nevada City, California 95959**  
**[info@nevadacountylandmarks.com](mailto:info@nevadacountylandmarks.com)**  
**530-274-7118**

17 August 2021

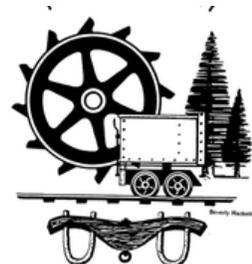
Nevada County Board of Supervisors  
950 Maidu Avenue  
Nevada City, CA 95959

Honorable Chair and Board Members:

At today's meeting of the Nevada County Historical Landmarks Commission, the Commission voted unanimously to recommend to the Board that the application for landmark designation of the Nevada City Chinese Cemetery be approved. The applicant is the Chinese Historical Society of America. The property owners, Dan and Erin Thiem, have authorized the application. The landmark is to be designated as Nevada County Historical Landmark NEV 21-06.

The 1852 state census recorded 3,396 Chinese living in Nevada County, about 20% of its population. Soon, anti-Chinese sentiment forced the Chinese out of the cemeteries managed by white people and into their own segregated cemetery. They then began burial at the site of the present Chinese Cemetery. There is a report of an 1874 interment. The inscription on the shrine inside the Cemetery states that the Cemetery was "reconstructed" on August 6, 1891, a date that also appears on the original gate at the entrance of the Cemetery. The site was restored to its original look around the late 19th century by the Ramey family who then owned the property. The site is owned presently by the Thiem family, with the Chinese Historical Society having a historic preservation easement.

The applicant, assisted by Commissioner Elinor Barnes, has provided a thorough and compelling level of research and documentation to accompany the



application, which has been reviewed by the Commission for historical accuracy. The application and supporting documentation is enclosed.

If you approve the application, please forward the resolution and accompanying documents to the County Recorder.

If you have any further questions, do not hesitate to contact me. Thank you in advance for your consideration of this request.

Yours truly,

*Bernard Zimmerman*  
Bernard Zimmerman, Chair

Cc: Justin Hoover  
Dan Thiem  
Elinor Barnes



County of Nevada  
State of California

Nevada County Historical Landmarks Commission  
Application for Registration of Historical Landmark

Name of proposed landmark: Nevada City Chinese Cemetery

Location: Part of 9 Kidder Court; Township 16 North, Range 9 East. M.D.B. & M in the County of Nevada, State of CA, Section 18: Lots 16, 18, and 19, consisting of 16.67 acres, more or less.

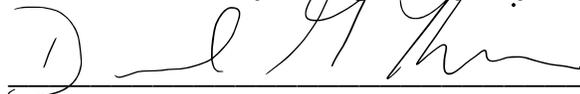
Name of applicant: Chinese Historical Society of America

Address: 965 Clay St, San Francisco, CA 94611

Home or work phone: (415) 391-1188 x101

Name and address of owner upon whose property proposed landmark is located, if owner is not applicant: Dan and Erin Thiem own the property. The Chinese Historical Society of America has a Historic Preservation Easement for the Cemetery.

I authorize the placing of a plaque or marker on site.



Dan Thiem - Owner

8-23-2021

Date

## Brief history and description of proposed landmark

(attach additional sheets as necessary)

The earliest Chinese pioneers came to California during 1849-50. The 1852 state census recorded 3,396 Chinese living in Nevada County, about 20% of its population. Soon, anti-Chinese sentiment forced the Chinese out of the cemeteries managed by white people and into their own segregated cemetery. They then began burial at the site of the present Chinese Cemetery. While the land was then under BLM management, it was common practice during those days for cemeteries to be placed on public lands without obtaining permission.

Chris Ward, in his book on local cemeteries, reports an 1874 interment in the Cemetery. The inscription on the shrine inside the Cemetery states that the Cemetery was "reconstructed" on August 6, 1891, a date that also appears on the original gate at the entrance of the Cemetery. The site was restored to its original look around the late 19th century by the Ramey family who then owned the property.

## Historically significant aspects or properties of proposed landmark

The Ramey family accurately rebuilt the original look of the cemetery. The large wooden gates have been accurately rebuilt, along with the white picket fence at the entrance. Hollows in the ground exist where the Chinese had been buried and due to Chinese traditional practices, their bodies were often exhumed and returned to China. The cemetery spirit shrine (altar) and the incinerator have been carefully restored as well. There remain other relics and historic artifacts around the site including ceramics and stoneware. This site ties directly to the local history of gold mining from 1850-1900.

How will the landmark be protected and maintained?

Dan and Erin Thiem, local community oriented business owners of the Inn Town campground adjacent to the easement have pledged financial support, labor and effort, to maintain the cemetery with CHSA guidance. The goal is that they maintain the local environs and the cemetery so that it can be a positive contribution to the local economy and which would be an attraction for a neighboring, family friendly campground and visitor center that they would manage and run. The Thiem family has pledged ongoing financial assistance and with CHSA guidance, this site must be maintained as a destination historically landmarked site.

Bibliography. Cite or attach available books, records, articles or other materials pertaining to the proposed landmark.

Books and articles:

Chinn, Thomas W., Him Mark Lai, and Philip Coy, " A History of the Chinese in California: A Syllabus". San Francisco Chinese Historical Society, 1969

Hagaman, Wallace R. , "The Chinese Cemetery at Nevada City, California", Cowboy Press, 2001

Hund, Jerome, Personal Letter from Jerome Hund to Vyolet Chu, County of Nevada, August 1984

Johnston, David, "California's Early Chinese Not Resting In Peace", The Sacramento Bee, July 17, 1978

Planter, Dianne, "A Resting Place On the Way Home", The Independent, March 28, 1979

Ward, Christopher A., "Cemeteries of the Western Sierra", Arcadia Publishing, 2016

See Also Attachment 1, Nevada City Chinese Cemetery Notes by Christopher A. Ward

Historical or civil records: (e.g., ownership, assessments etc.)

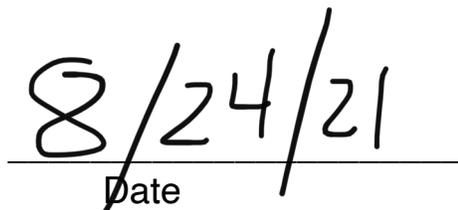
See Attachment 2, Historic Preservation Easement

Other: (e.g. photographs, prints or drawings. Please list and attach separately)

See Attachment 3, Photos and text from Cemeteries Of The Western Sierra



Applicant:  
Justin Hoover, Executive Director  
Chinese Historical Society of America



Date

=====  
This completed form and all related documents shall be sent to the:

Nevada County Historical Landmarks Commission  
Attention: Chairman  
P. O. Box 1014, Nevada City, Cal. 95959

Attachments and related documents may be submitted in electronic format.

An application must be considered solely on its historic or architectural merits and not for commercial gain, political benefits, or other non historical reasons.

An individual Commissioner can advise and counsel an applicant, but all applications must be considered by the full Commission, meeting in regular session.

## Attachment 1

### Nevada City Chinese Cemetery Notes By Christopher A. Ward

“...Research revealed several important things. First, the importance of funeral, burial, and exhumation rituals to the overseas Chinese in helping to maintain a connection to home. In many cases this connection was merely symbolic - as in the placement of traditional Chinese coins or food vessels in the grave with the deceased”. (*Rouse 229-230*)

“The segregation of the Chinese from Euroamerican burials at the Nevada City cemetery reflects the inherent conflicts existing between the two groups in life. The Chinese all across California, were not well-received by their Anglo neighbors. The peculiar lifeways of the Chinese bewildered and frightened onlookers. Ignorance and fear eventually led to distrust, discrimination, and in some cases violence (*Farncomb 1994:49*). It is for these reasons reexamination and consideration is warranted.

The 1860s of Nevada County carried with it a growing racial bias, this conversation is particular to the Chinese community but the indigenous and many minority communities suffered similar biases. The Euroamerican citizenry of Nevada City voted in 1861 to forcibly segregate the Chinese population from the rest of the cemetery community and later, between the years of 1879 to 1881 Nevada County developed and implemented an anti-Chinese ordinance, and even the long-time Chinese residents were asked, forcibly, to have the “bone-scrapers” leave town (*Hagaman 2001:2*). It was at these times our Chinese cemeteries were populated, often with folks having been in California for nearly 50 years already.

### Chinese Funeral Traditions

The rules around death are very important to all members of Chinese society. Special attention is paid to the care of the dead and very specific rules are followed. It is widely believed that bad luck will come to the family that does not honor the rules. In Chinese culture, traditions can vary depending on the deceased’s role in the family, their age, the manner of death, and their position in society. Care for one’s parents is complete and without question, so when a parent or elder dies, funeral planning falls to the eldest son and his children. A parent may not perform funeral planning for their child, so an unmarried person is taken to a funeral home upon death. Chinese rules also say that an older person must not show formal respect to a younger person. A child is therefore buried in silence and no funeral ceremonies are performed. Funeral traditions

differ throughout China. Some Chinese people follow Christian beliefs and burial traditions.

In Mainland China, there is land available for cemeteries, so Christian burials take place. Some Chinese people believe in the teachings of Buddha. In Hong Kong, the Buddhist practice of cremation is encouraged because the land there is needed for farming.

**Chinese Christians:** Many Chinese Christians believe a person's body should be at home at the time of death. Often, a person who is dying in a hospital will be brought home to die peacefully, surrounded by loving family members and friends. When a death occurs, the family will immediately remove any mirrors from the home. They believe that anyone who sees the reflection of a casket will have more sorrow. Religious statues are covered with red paper, and a white cloth is placed across the main door of the house. A gong is also placed at the entrance: on the left of the doorway for the death of a male and on the right for a female.

After death, the body is dressed in a favorite outfit by the family or funeral professional in preparation for what is called a wake. This is a time when friends and family gather to visit and speak kindly about the life of the deceased (dead person). They pray together and believe their prayers help their loved one go to heaven sooner. The color of clothing for friends and family is very important. Only the deceased's spouse, children and daughters-in-law wear black, since their sadness is thought to be the greatest. If anyone else wears black, it is considered very insulting. Grandchildren of the deceased wear dark blue and great-grandchildren wear light blue. Siblings, cousins, aunts and uncles may also wear light blue. All others attending a funeral wear bright colors, even white, to signify that their relationship to the deceased was not as strong as close family members. Red is not worn because it is the color of happiness and worn at weddings. A candle is lit and placed near the casket, and family members ensure that the flame burns throughout the entire time of the wake, from three to seven days. Those who live past the age of ninety are honored with the longest wake of seven days. During the wake, family and friends bring beautiful flower wreaths – traditionally white irises – that have banners printed with verses or rhymes. They also give the family white envelopes holding money in odd amounts to help pay for the funeral and bring good luck to the dead person, with the largest amounts from family members. Family members fold prayer paper into the shape of as many Chinese coins as possible to bring more good luck to their loved one in the afterlife. On the day of the funeral, the family prays before the casket is taken to the burial site. The eldest son of the deceased traditionally rides along with the casket, with everyone else following. The family is in a state of sadness for 100 days after the burial. A piece of colored cloth worn on the sleeve of each family member indicates their sadness: black is worn by the deceased's children, blue by grandchildren and green by great grandchildren.

**Chinese Buddhists:** Within the Chinese Buddhist community, death has great religious meaning. It marks the moment when new life begins through rebirth and is a powerful reminder of Buddha's teachings. They stress the importance of making every moment count. Human birth is precious, and life has great value. Every Buddhist must be aware of and prepared for death, because it can happen at any time. When death is near, Buddhists are instructed to think about their holy writings. Giving one's final thoughts to Buddha and his teachings brings good luck in the new life. Buddhists feel that the things they own, people they know, fame and power all vanish at the time of death. None of these can be carried over into the next life. Where and how a person is reborn, however, depends on their good and bad actions in life. So it is very important for a Buddhist to prepare for death by living in a good and kind manner. After death, relatives and friends pour water over one hand of the deceased in a bathing ceremony. They then place the body in a casket and surround it with flowers, candles and sticks of incense. If possible, a photograph of the person is placed alongside and colored lights are hung around the casket. Since Buddha's death, many Buddhists have chosen cremation to free the soul from the body. They believe that several stages of life called bardos continue for hours or days after the body dies, so cremation does not take place right away. Sometimes, it is delayed to wait for distant relatives to arrive or to show special honor to the dead. In these cases, holy men (monks) come to the house one or more times each day to chant (sing prayers). Food is offered to the monks to increase the importance of the deceased. Frequently the body of a famous or rich person is kept for a year or more in a special building at a temple. Waiting this long before cremation shows respect for the person and allows time for religious ceremonies that will help them in the afterlife. When this happens, ceremonies are held on the seventh, fiftieth and hundredth days after death. As long as the body is present, the spirit can benefit from gifts, speeches, and songs. After cremation, the spirit is cut off from the physical world. On the day of cremation, a man carrying a white banner on a long pole leads the walk to the place cremation will be held. He is followed by elderly men carrying flowers in silver bowls. Next, a group of eight to ten monks hold a broad ribbon that extends to the casket behind them. The casket may be carried by guests called pall bearers or pulled in a funeral car by a large number of friends and relatives who feel that they are performing their last good deed for their loved one. During the service at the cemetery, monks sit facing the casket and lead the mourners in singing prayers. The casket is then placed on a stack of bricks and family and friends toss lit candles, incense and wood beneath the casket to start the burning. Later the ashes may be gathered and kept in a container called an urn.

**Taiwanese Culture** In Taiwan there are many time-honored rules that help a family deal with the death of a loved one. At the moment of death, an oil lamp is lit to light the way into the afterlife. A last meal of boiled rice and a hard-boiled egg is placed at the foot of the deceased, and special paper money is burned as

an offering. As family and friends gather, they begin to talk to the deceased, weeping and even shouting out apologies. Family members change into dark-colored clothing. Women let their hair down and remove all make-up; all hats and shoes are removed. Taiwanese people believe earth energies affect health and well-being. They will hire a geomancer – someone who reads such energies – to identify the safest and best day to hold the funeral. They avoid days when dangerous monsters created by bad burials might be roaming. Friends and relatives are informed of a death through printed announcements. White paper is the color of sadness, but happy pink paper is used when a person has lived for seventy-five years or more. A square piece of white paper with one Taiwanese character meaning death is placed on the front door of the home of the deceased to let people know about the death; neighbors place a small piece of red cloth on their doors to show the way to the house with white. Religious decorations and statues are covered with white sheets and no offerings are made during the wake (the time between death and the funeral ceremony). The wake can last for two to three weeks, until the best day determined by the geomancer. During this time, the family is expected to wear the dark clothing they put on at the time of death. They welcome friends and relatives into their home and accept gifts of flowers, incense, fruit, candles and paper money. A small "soul table" is set up to display a photo of the deceased and display the gifts. At a time specified by the geomancer, a ceremony is held to transfer the body into a casket using a special white cloth. As priests chant and ring bells, the family works together to surround the body with rough paper and cover it with another special cloth. They often place personal items in the casket for good luck. This is a time of deep sadness, because it is the last time family members will see the deceased. Poems are read and incense is burned in honor of the deceased, and guests walk to the grave site. People are hired to carry the caskets, and paid musicians, singers, dancers and wailers (loud, mournful criers) accompany the group. Once each guest has tossed a handful of dirt onto the grave, final offerings are made and incense burned. Rice, nails or money are given to the children as reminders to be faithful family members of the ancestors. The entire group then follows a different route to return home, so that the ghost will not follow them. Special offerings are made to the deceased every seven days after death. Some families do this for forty-nine days and other families for seventy-seven days. On these days, food is placed on a table in front of the home for the soul to eat, and paper money is burned so the deceased can present this money to the officials of the underworld to get a better afterlife.

**Remembrances:** Ching Ming, the Festival of Pure Brightness, is a Chinese remembrance tradition that is celebrated on April 4 or April 5 every year, depending on the lunar calendar. Ching Ming is a time when families come together to honor and respect their ancestors, who are believed to still have influence over the living. During Ching Ming, family members clean, weed and

repair the gravesites of their loved ones. Decorative flowers, burning incense, prayer candles and food offerings may also be placed on gravesites. Burning symbolic paper money and sharing a picnic meal at the gravesite are additional customs that may take place during this time of remembrance

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When recorded mail to:

Chinese Historical Society of America, Inc.  
650 Commercial Street  
San Francisco, California 94111  
(415) 391-1188

Recorded in Official Records, County of Nevada, Bruce C. Bolinger, Clerk/Recorder

40.00

096008135 08:00am 03/26/96

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B02 12 NC 000200 7.00 33.00 0.00 0.00 0.00  
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**HISTORIC PRESERVATION EASEMENT DEED  
(BLM Site Number CA-NEV-419-H)**

THIS HISTORIC PRESERVATION EASEMENT DEED ("Easement Deed") is made this 22<sup>nd</sup> day of March, 1996, by and between Roy Ramey Family Limited Partnership, hereinafter referred to as "Grantor," and Chinese Historical Society of America, Inc. (CHSA), hereinafter referred to as "Grantee".

WHEREAS, Grantee has agreed to accept historic preservation easements to protect historic and archeological sites, and

COO

WHEREAS, Grantee, upon its issuance of a Deed for certain lands including those more particularly described below (hereinafter "the Deed"), wishes to acquire historic preservation easement to a certain parcel of the land which is the subject of the Deed, and Grantor, for itself, and its successors and assigns is willing to grant such easement and bear the burden of such easement on that certain parcel of land affected by the easement; and

WHEREAS, in the Environmental Assessment and Decision Record concerning the Deed, Grantee found that for the purpose of 36 CFR Part 800 the Deed would result in no adverse effect upon historic cultural or archeological sites determined eligible for the National Register of Historic Places if certain historic preservation easement, including the easement granted herein, were granted to Grantee upon its issuance of the Deed; and

WHEREAS, in accordance with the Environmental Assessment and Decision Record concerning the Deed, the administration and enforcement of the terms and conditions contained in this Easement Deed will ensure preservation of the historical, cultural and archeological values of BLM Site Number CA-NEV-419-H, located on the land burdened by this easement (hereinafter the "Historic Property"), and

WHEREAS, the Deed has been delivered and Grantor owns an interest in the land burdened by the easement granted herein.

NOW THEREFORE, in consideration of the issuance of the Deed hereinabove referenced, and other good and valuable consideration, the receipt and

sufficiency of which are hereby confessed and acknowledged, Grantor hereby conveys and grants to Grantee and its successors and assigns a perpetual estate and preservation easement (the "Easement") comprising all right, title and interest in, on, under and upon the lands described in *EXHIBIT A* attached hereto and made a part hereof (the "Easement Parcel"), including but not by limitation all right title and interest in and to any and all surface or subsurface artifacts and Human Remains, RESERVING unto itself and its heirs, successors and assigns, those right which are specifically reserved to or permitted of Grantor by this instrument. The restrictions and covenants contained in this instrument shall constitute a perpetual servitude on and run with the land. Grantor covenants with Grantee on behalf of itself and its heirs, successors and assigns, to do and refrain from doing, severally and collectively, upon the Easement Parcel, the various acts hereinafter mentioned, it being agreed that conformance with the herein contained terms and conditions is and will be for the purpose of the protection and preservation of BLM Site Number CA-NEV-419-H.

#### PART I - RESERVATION OF RIGHTS BY GRANTOR

All right, title and interest in the Easement Parcel is vested in Grantee except that specifically and expressly reserved unto Grantor as follows:

1. **Record Title.** Record title to the Easement Parcel.

#### PART II - GENERAL PROVISIONS

The easement granted herein is further defined by the rights and obligations agreed to by the parties hereto, which are set forth below & attached Exhibit B:

1. **Grantee's Representative.** The rights and obligations set forth herein are agreed to run with the Easement Parcel for the protection, study, and mitigation of adverse effects upon the Historic Property located therein consistent with the terms of the Easement Deed. So long as Grantee is CHSA the rights and obligations of Grantee shall be performed by Grantee's designated representative, unless Grantee in its discretion designates another employee of the CHSA as a substitute representative upon providing thirty (30) days prior written notice to Grantor.

2. **Baseline Conditions.** Grantor and Grantee stipulate that the baseline conditions of the Historic Property is evidenced by those photographs, maps, drawing, and forms contained in that certain Cultural Resource Inventory, dated August 21, 1981, on file with and maintained by the BLM and the SIPO, road and rights-of-way existing on the Easement Parcel at the time of this Easement Deed (cumulatively the "Baseline Documentation"). The parties agree that the Baseline Documentation provides an objective information baseline for monitoring compliance with this Easement.

3. **Definition of Adverse Effect.** For the purposes of this Easement Deed, an activity shall be considered to have an "adverse effect" on the Historic Property when: (a) it proximately caused or shall cause the effect; and (b) it diminished or may diminish the integrity of the characteristics of the Historic Property that qualify the Historic Property for inclusion in the National Register, including, without limitation, physical destruction, damage, neglect, removal or alteration of all or part of the Historic Property. Except as expressly provided herein, Grantor has no obligation to mitigate or remedy an adverse effect caused by an activity of persons or entities other than Grantor over which Grantor does not have control.

4. **Prohibited Uses.** Without limiting the rights acquired by Grantee and solely for the purposes of clarity, it is expressly understood that, except as hereinabove provided, Grantor is expressly prohibited from performing, authorizing another to perform, or acquiescing when it knows or should know that another is performing any of the following:

a. Any activity, which by disturbing, altering, or otherwise affecting the existing surface or subsurface of the lands contained within the Easement Parcel could have an adverse effect on the Historic Property, and expressly reserved by Grantor in Part I, SS2, and/or specifically authorized by Grantee pursuant to the terms of this Easement, and including without limitation the following activities:

- activities collecting surface archeological artifacts,
- excavating for the purpose of collecting buried archeological artifacts,
- which materially accelerate or exacerbate damage to the Historic Property caused by erosional processes,
- mining activities and the extraction of subsurface resources,
- landfills, dumps, and the deposit of junk, trash, debris or other unsightly or offensive materials,
- operation of motorcycles, dune buggies, all-terrain vehicles or other types of motorized vehicles except for automobiles and trucks using the roadways existing as of the date of this Easement Deed,
- construction of any new roads or grading or altering any existing roads,
- constructing or erecting any buildings, mobile homes or other structures,
- constructing irrigation ditches or reservoirs,

b. The conduct of archeological field investigations of the Historic Property for any purpose, except those authorized by Grantee pursuant to the terms of this Easement; or

c. Subdividing any of the land within the Easement Parcel or conveying to another party, other than Grantee, any part of the Easement other than the whole Easement Parcel; however, this shall not prevent Grantor from selling or

mortgaging the whole Easement Parcel subject to the rights herein acquired by Grantee.

d. For purposes of this Easement Deed, Grantor "knows" another is performing an activity listed in S4 (a) or (b) hereinabove when Grantor knows or reasonably believes that a person or entity other than Grantee or Grantor is or will be conducting the activity.

5. Grantee's Right to Perform Archeological Studies. Grantee shall have the right, in Grantee's discretion, and upon reasonable prior written notice to Grantor, to perform archeological studies or archeological data recovery operations on the Historic Property in order to realize the Historic Property's potential contribution to archeological research. Grantee's right to perform such archeological studies or archeological data recovery operations shall include such right to ingress, egress and temporary occupancy as are necessary for the purposes of conducting such studies and recovery operations to the extent such rights are owned by Grantor. To the extent existing routes of ingress and egress are owned by Grantor, Grantor shall either preserve rights or ingress and egress for those routes or, if Grantor's land ownership allows, establish alternate routes of ingress and egress.

6. Third Party Archeological Studies. If a third party requests permission to conduct an archeological study, consent from both Grantor and Grantee shall be required. Consent will only be considered if the study meets the Secretary of Interior standards. Grantor and Grantee may condition their consent. If Grantor and Grantee consent to a third party archeological study, Grantee is authorized to allow the third party to utilize Grantee's right of ingress, egress and temporary occupancy for the purposes of performing the study, as if Grantee were conducting the study. A written report shall be required to be prepared by any third party authorized to conduct such a study and a copy thereof shall be provided to Grantee, Grantor and the SHPO.

7. Unauthorized Activities/Trespass. Grantor shall make reasonable efforts to prevent and shall promptly report to Grantee any unauthorized surface collection, excavation, or destruction of the Historic Property's archeological resources. Grantor shall request the appropriate authorities to prosecute persons who have engaged in such unauthorized activities for violation of applicable criminal laws, when either Grantor or Grantee believes it to be reasonably necessary to ensure the preservation of the Historic Property's archeological values. If Grantee has authority, Grantee may, in its sole discretion, prosecute persons who have engaged in such unauthorized activities for violation of applicable criminal laws. Nothing in this Easement shall be construed to preclude the rights of Grantor or Grantee to recover damages from any third party for trespass or other violation of their respective rights in this Easement and the Easement Parcel.

8. Acts Beyond Grantor's Control. Nothing herein shall be construed to entitle Grantee to bring any action against or require any action or payment by Grantor for any adverse effects upon or changes in the Historic Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, wild animals, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate adverse effects upon the Historic Property resulting from such causes. Upon reasonable prior written notice to Grantor, Grantee shall be permitted to take reasonable steps to prevent adverse effects upon the Historic Property caused by natural forces which are reasonably foreseeable. This right of Grantee to prevent naturally-caused adverse effects shall include such rights of ingress, egress, and temporary occupancy as are necessary for the purposes of exercising such right and to the extent such rights are owned by Grantor. To the extent existing routes of ingress and egress are owned by Grantor, Grantor shall either preserve rights of ingress and egress for those routes or, if Grantor's land ownership allows, establish alternate routes of ingress and egress.

9. Grantee's Right to Inspect. Grantee shall have the right to enter upon the Easement Parcel to inspect the Historic Property with reasonable frequency, in order to ascertain if the terms and conditions of the Easement are being observed and to otherwise enforce the terms of this Easement. Grantee's right of inspection shall include the right to take photographs, make surveys, make drawings, and prepare written descriptions of the Historic Property for the purpose of documenting the appearance, condition, and use of the Historic Property at the time of inspection, and such rights of ingress and egress, and temporary occupancy as are necessary for the purposes of the inspection of the Historic Property by Grantee to the extent such rights are owned by Grantor. To the extent existing routes of ingress and egress are owned by Grantor, Grantor shall either preserve rights of ingress and egress for those routes or, if Grantor's land ownership allows, establish alternate routes of ingress and egress. This Easement provides no right of ingress to, egress from, or occupancy of any property, including, without limitations, the Easement Parcel, by the general public or by any other person except as expressly set forth herein. Grantee will conduct such inspections at least once each year and the results thereof will be documented in a report prepared by Grantee and submitted to the SHPO within thirty (30) days of the completion of each inspection so conducted.

10. Burial Sites. If any human remains or burial sites are discovered in the course of an archeological study of the Historic Property or archeological data recovery operations authorized pursuant to this Easement, or are otherwise discovered by Grantee or Grantor within the Easement Parcel, Grantee, as the owner of all right, title and interest in and to any and all surface and subsurface artifacts pursuant to the terms of this Easement, shall be responsible for ensuring that all appropriate procedures are followed.

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11. **Taxes.** Grantor agrees to pay before delinquency any and all real property taxes and assessments levied by competent authority on the Easement Parcel and to furnish Grantee copies of tax receipts showing such payment upon request.

12. **Grantee's Remedies.** In the event Grantee determines that Grantor is in violation of the terms and conditions of this Easement, or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure such violation, and where the violation involves a significant adverse effect on the Historic Property, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to the Historic Property. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any restoration and repair.

13. **Assignment.** Grantor agrees that Grantee may at its discretion convey and assign all or part of its rights and responsibilities contained herein to a unit of federal, state or local government or to a local, state or national organization which is qualified under California laws or under federal law to accept such rights and responsibilities and whose purpose may include the preservation of historic properties, including historic properties similar to the Historic Property protected under this Easement Deed. In the event Grantee intends to convey or assign all or part of its rights and responsibilities contained herein, Grantee shall provide Grantor with reasonable advance notice of such intent and the name or names of the persons to whom it intends to transfer such rights and responsibilities along with other relevant information as may reasonably be requested by Grantor.

14. **Estoppel Certificate.** Upon request by Grantor, Grantee shall within sixty (60) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement Deed and otherwise evidences the status of the Easement as may be requested by Grantor.

15. **Subsequent Transfers.** The obligations of Grantor herein shall be deemed to run with the land described as the Easement Parcel, enforceable by Grantee and Grantee's successors and assigns against Grantor and Grantor's successors and assigns. In the event Grantor intends to divest itself of fee simple estate to the Easement Parcel, Grantor shall provide Grantee with reasonable advance notice. Grantor agrees that any subsequent conveyance of its interest in and to the Easement Parcel shall be subject to the terms and conditions of this Easement Deed, and that any instrument evidencing such conveyance shall contain a statement specifically referencing this instrument and stating that such conveyance is subject to this Easement Deed, if the Easement granted herein has not

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been extinguished and this Easement Deed has not been terminated pursuant to the terms of this Easement Deed. The failure of Grantor to perform any act required by this S17 shall not impair the validity of this Easement or limit its enforceability in any way.

**16. Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any failure by Grantee to exercise any right or remedy granted under this instrument with respect to any particular violation or breach of the Easement Deed by Grantor shall not have the effect of waiving or limiting the exercise of such right or remedy with respect to the identical (or similar) type of breach at any subsequent time or the effect of waiving or limiting the exercise of any other right or remedy.

**17. Severability.** The invalidity or unenforceability of any provision of this Easement Deed shall not affect the validity or enforceability of any other provision of this Easement Deed or any ancillary or supplementary agreement relating to the subject matter hereof.

**18. Notices.** Any notice demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Roy Raney Family Limited Partnership  
400 Railroad Avenue  
Nevada City, California 95959

To Grantee: Chinese Historical Society of America, Inc.  
650 Commercial Street  
San Francisco, California  
(415) 391-1188

**19. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of protecting and preserving the historic, cultural and archeological values of that certain cemetery known as BLM Site Number CA-NEV-419-H. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**20. Successors.** The covenants, terms, conditions, and restrictions of the Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representative, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Easement Parcel. The words

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"Grantor" and "Grantee" as used in this Easement Deed shall include all such personal representatives, heirs, successors and assigns.

21. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Easement Deed to be executed, sealed and delivered; and Grantee has caused this instrument to be accepted sealed and executed.

GRANTOR:  
Roy E. Ramey Family Limited Partnership

By: *[Signature]*  
Roy E. Ramey, a general partner

By: *[Signature]*  
Jacqueline Ramey, a general partner

Accepted By: *[Signature]*  
Chinese Historical Society of America, Inc.  
CHSA, President  
27 Feb. 96

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***EX. HIBIT A***

TO

**HISTORIC PRESERVATION EASEMENT DEED  
(BLM Site Number CA-NEV-419-4)**

**EASEMENT PARCEL**

**Township 16 North, Range 9 East, M.D.B. & M in the County of Nevada,  
State of California**

**Section 18: Lots 16, 18, and 19.**

**consisting of 16.67 acres more or less.**

## Exhibit "B"

### Covenants:

I. The cemetery will be maintained in accordance with the following provisions:

1. The Grantor will inform in writing the Chinese Historical Society of America (CHSA) of the final plans for any building or structure to be erected in whole or part on the area defined above as the cemetery. Such notification will occur far enough in advance of construction so as to allow CHSA a reasonable opportunity to comment.
2. The Grantor will place or cause to be placed bilingual news articles and/or ads in newspapers of San Francisco, Sacramento, Stockton and Los Angeles alerting possible descendants of any plans to construct any building or structure in whole part on the above-referenced cemetery.
3. The Grantor will implement a comprehensive program of test excavation prior to any disturbance of the cemetery area. Such a program will be designed to conclusively verify the presence or absence of buried human remains. Should the presence of (a) burial(s) be confirmed, the grantor will ensure that the remains are re-interred at a site approved by CHSA and will pay all cost associated with the re-burial.
4. Of the three historic features existing on the cemetery at the time of sale,
  - (a) the Grantor will preserve intact the "altar" and "incinerator" and will incorporate them into a memorial that will acknowledge the Chinese contribution to Mother-Loc. History. This acknowledgement will be in the form a plaque of durable design.
  - (b) the Grantor may remove the remaining portion of the wooden cemetery gate but will recreate or reconstruct this feature and will incorporate it into a site design that best serves the purposes of the memorial described in 4(a) above.
5. The Grantor will develop all plans and specifications involved in 4(a) and (b) above in cooperation with CHSA and with the advice of an architect experienced in the preservation of Chinese sites.
6. The Grantor will provide an archaeologist of recognized professional standing to monitor all surface-disturbing activities within the cemetery area. This monitoring will be provided only for earth-moving activities within the upper ten feet of the cemetery surface; deeper disturbance will not require monitoring. Should any human remains be encountered and identified by the archaeologist, all earth-moving activity within the

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cemetery will cease until the remains can be properly removed. The re-burial provisions of 3 above will apply to any remains encountered. CHSA will be informed of any discoveries.

ii. The above restrictions shall be binding on the parties hereto, their heirs, successors and assigns in perpetuity; however, the California State Historic Preservation Officer may for good cause, modify or cancel any or all of the foregoing restrictions upon written application of the grantee, his heir, or assigns.

NEVADA CO. O.R. 03-26-16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

96008135

No. 5807

State of CALIFORNIA
County of NEVADA

On 3/12/96 before me, the undersigned Notary Public
NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

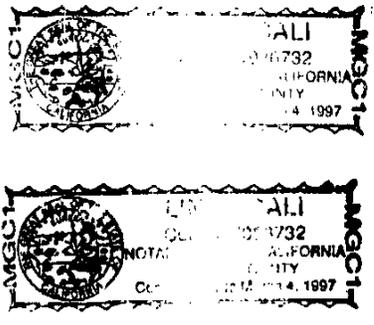
personally appeared Roy E. Ramey and Jacqueline Ramey
NAME(S) OF SIGNER(S)

personally known to me - OR - 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 ac-
knowledged 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.

WITNESS my hand and official seal.

Linda Cali SIGNATURE OF NOTARY

COMM #96732
NOTARY PUBLIC - CALIFORNIA
NEVADA COUNTY
Expires March 4, 1997



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
CORPORATE OFFICER
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT
NUMBER OF PAGES
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

SIGNER(S) OTHER THAN NAMED ABOVE

Eds Church

Sierra Memorial Lawn Cemetery

Bramfield

SECTION 13 T.16N.  
SECTION 18 T.16N.

Church

GETCHELL PLACER

MINE

N 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4

Ramey

LOT 14

N 88° 22' E

608.52'

986.80

639.30'

U.S.A.  
16.36 ac.

Chinese Cemetery

MOHAWK Q. M.

GATE NE 1/4

NEW MOHAWK SHAFT

dump

Run Creek

Gold Fork

West

WCAP3 NMQM

AP3

512.12'

654.38'

N 0° 15' W

222.30'

W 1/4 cor SEC 18

125.20'

79.16'

152.70'

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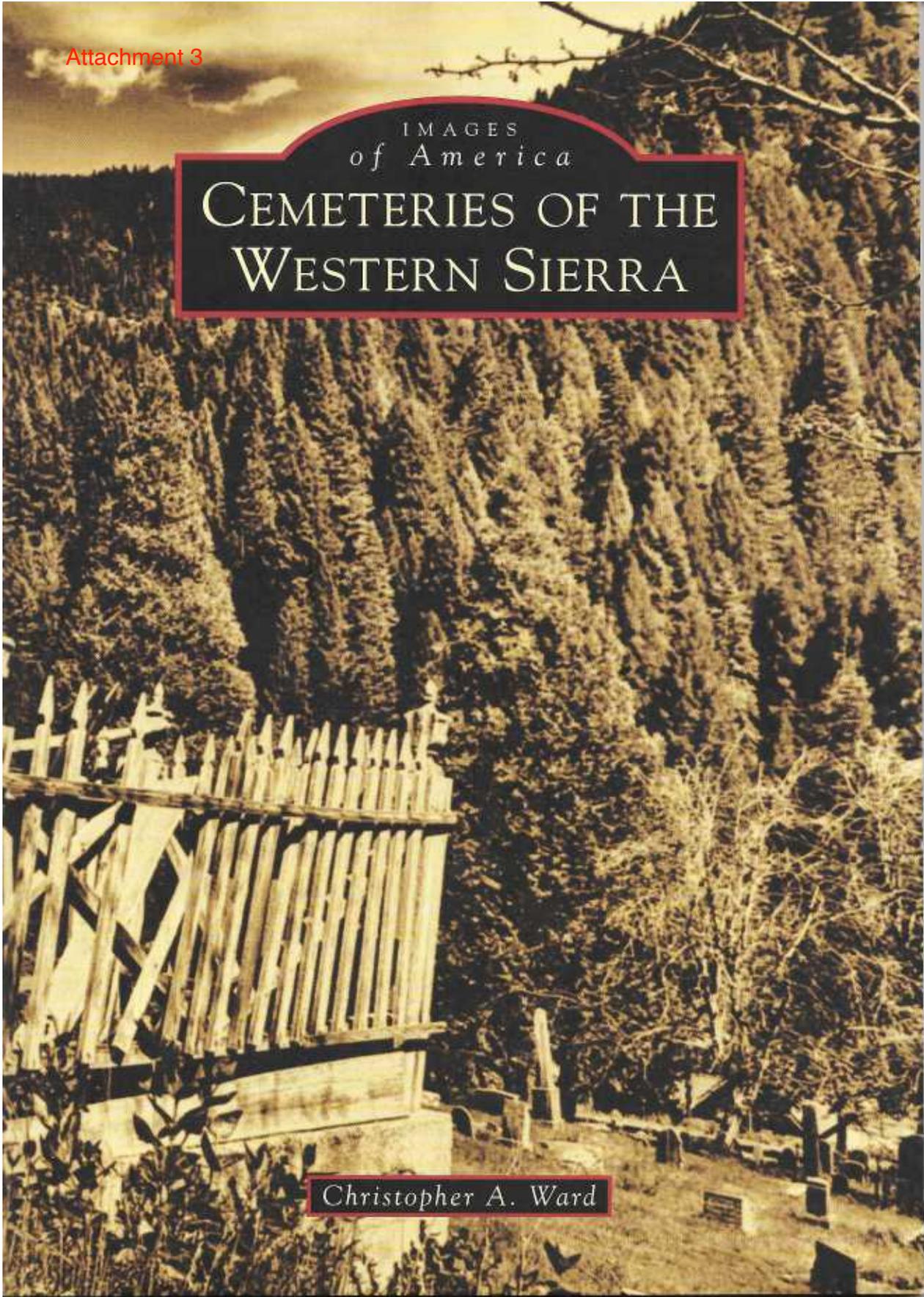
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IMAGES  
*of America*

CEMETERIES OF THE  
WESTERN SIERRA

*Christopher A. Ward*





This is the original gate to the Chinese cemetery in Nevada City, photographed sometime before the 1930s. The succeeding reconstructions have done well to adhere to the original design but betray a few significant differences. The large horizontal characters translate as: "Passageway for the graves of those who are away from home," and the small vertical characters on the right represent the date August 1891. On the inside of the gate, an additional inscription reads, "Villa screened by clouds." The latter two inscriptions are not present on the current cemetery gate. Note the collection box mounted on the left. (SHRL.)

This photograph of the gate, taken by Miles Coughlin in 1935 and which appeared in the *Independent* in 1979, illustrates a fine reconstruction, though missing some original elements. The cemetery appears more densely wooded, in contrast to the earlier photograph, indicating that it had fallen into disrepair and was most likely no longer being used by the few remaining members of the Chinese community. (*The Independent*.)





A drastically different background and brushy foreground are seen in this 1930s photograph of the spirit shrine. The shrine, built in a crescent shape, mimics similar Chinese cemeteries in San Francisco and China. The scalloped marble capital is reminiscent of a cloud, and the overall form of the shrine is representative of heaven and earth. The marble centerpiece, sorely damaged by shotgun fire, bears the inscriptions "Tablet where one offers sacrificial food and pay's one's respects," the Chinese characters representing the date 1891, and "Rebuilt on the propitious day in the first moon of autumn." (SHRL.)

## FUNERAL NOTICE.

THE FUNERAL OF

**SAM SING,**

Will take place from

HIS LATE RESIDENCE, ON BOULDER STREET,

— ON —

Sunday, March 1st, 1874,

At 4 o'clock, P. M.

Pictured is the funeral notice of Sam Sing, interred in the Nevada City Chinese cemetery in 1874. Funeral notices were often simple handbills circulated by post or other means. Frequently, the printer would distribute the notice, pinning them on local bulletin boards, listing them in directories, and placing them in local businesses to get the word out. (DFLHR.)

Attachment 4.1



Attachment 4.2



Attachment 4.3



J. MARTINI

