

Recording Requested by and  
when Recorded return to:

California Dept. of Social  
Services c/o Horne LLP 661  
Sunnybrook Rd., Suite 100  
Ridgeland, MS 39157

No fee for recording pursuant to  
Government Code Section 27383

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE ONLY

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**DISCLAIMER OF INTEREST  
AND  
MEMORANDUM OF UNDERSTANDING**

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This Disclaimer of Interest and Memorandum of Understanding (this "*Disclaimer*"), dated \_\_\_\_\_ for reference purposes, is among County of Nevada, a political subdivision of the State of California (the "*Owner*"), Horne LLP (and its successors and permitted assigns, "*Horne*"), the Department of Social Services, a public agency of the State of California ("*CDSS*") and Banc of America Leasing & Capital, LLC (with its successors and assigns, the "*Secured Party*").

**RECITALS**

A. This Disclaimer affects Owner's interest in that certain real property commonly known as Ranch House Property, 16782 State Highway 49, located in the County of Nevada, State of California, 95959 and the improvements thereon (the "*Property*"); as more particularly described and shown on Exhibit A attached hereto and incorporated herein by this reference.

B. The Owner has previously entered into that certain Lease Agreement dated as of August 1, 2016 (as supplemented, amended, restated or modified from time to time, the "*Lease Agreement*"), between the Owner and the Nevada County Finance Authority (the "*Authority*"), as such Lease Agreement is incorporated by reference into that certain NCREBs Equipment Schedule dated August 31, 2016 between the Owner and Authority (together with such incorporated Lease

Agreement, and as each is supplemented, amended, restated or modified from time to time, collectively, the “*NCREBs Equipment Lease*”).

C. All of the Authority’s right, title and interest in the NCREBs Equipment Lease has been assigned and transferred to Secured Party pursuant to that certain Assignment Agreement (NCREBs Equipment Lease) dated as of August 31, 2016 (as supplemented, amended, restated or modified from time to time, the “*Assignment*”).

D. The Owner has previously located and installed and continues to operate, maintain and use certain property and equipment now existing or hereafter acquired that is subject to and/or financed pursuant to the NCREBs Equipment Lease, including all NCREBs Solar Equipment as defined in the NCREBs Equipment Lease (together with all accessories, equipment, parts and appurtenances, appertaining or attached to such property and equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such property and equipment, including carport, rooftop and ground-mounted solar photovoltaic (PV) power generating systems and solar arrays (including PV panels, inverters, interconnection electrical switchgear, electrical auxiliary electrical switchgear, weather stations, data acquisition systems, combiner boxes, direct current wiring, alternating current wiring, electrical conduits, electrical meters, communications equipment and wiring connections, PV panel rack systems, foundation and system anchors, fencing and security equipment, mounting hardware and structural components, auxiliary hardware, and related equipment), together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of such equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom (collectively, the “*NCREBs Solar Equipment*”), a portion of which is located upon the Property. The Secured Party has an exclusive first priority security interest constituting a first lien on such NCREBs Solar Equipment.

E. The Owner and Horne, as a contractor to CDSS, have entered into that certain Program Funding Agreement, of even date herewith (as supplemented, amended, restated or modified from time to time, the “*Program Funding Agreement*”), whereby the Owner agreed to renovate or construct certain improvements on the Property and Horne agreed to disburse funds to Owner in accordance with the terms thereof pursuant to the Community Care Expansion Program, authorized under Welfare and Institutions Code Section 18999.97-18999.98, established by California Assembly Bill No. 172 (Chapter 696, Statutes of 2021), to fund the acquisition, construction, or rehabilitation of adult and senior care facilities that service applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants applicants and recipients who are experiencing or are at risk of homelessness.

F. In connection with its obligations under the Program Funding Agreement, the Owner desires to enter into and record a Declaration of Restrictions (as supplemented, amended, restated or modified from time to time, the “*DOR*”), dated \_\_\_\_\_ for reference purposes, from the Owner to CDSS relating to the Property and a related Performance Deed of Trust (as supplemented, amended, restated or modified from time to time, the “*PDOT*”) from the Owner to

CDSS, and as such, has requested that Secured Party terminate its UCC-1 fixture filing #20160019564 filed with the Nevada County Recorder on August 30 2016 (the “*Fixture Filing*”).

G. Section 5.9 of the NCREBs Equipment Lease prohibits the Owner from directly or indirectly, creating, incurring, assume or suffer to exist any mortgage, deed of trust, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the NCREBs Solar Equipment (including the charge upon property purchased under conditional sales or other title retention agreements), other than certain permitted encumbrances.

H. The Secured Party, as a condition to terminating its Fixture Filing and permitting Owner to record the DOR and PDOT against the Property, requires that the Owner, Horne and CDSS provide the waivers, disclaimers and further assurances set forth in this Disclaimer.

NOW, therefore, for good and sufficient consideration, receipt of which is hereby acknowledged, the Owner, Horne and CDSS represent, acknowledge, covenant and agree to and for the benefit of the Secured Party as follows:

## A G R E E M E N T

### SECTION 1. OWNER SPECIFIC COVENANTS.

Notwithstanding anything in the DOR, the PDOT, the Funding Agreement or any other instrument to the contrary, the Owner represents, warrants, covenants and agrees as follows for the benefit of and as a material inducement to Secured Party:

1. None of the NCREBs Solar Equipment is or will be located on or affixed to any buildings on the Property and the NCREBs Solar Equipment will only be located on the south east portion of the property as depicted in the Exhibit B- Map of Property Outlining Expected NCREBS Solar Equipment Property (the “NCREBS Solar Equipment Portion of Property”).

2. Following Secured Party’s approval of the termination of the Fixture Filing, the Owner shall ensure that Secured Party shall continue to have a perfected first priority security interest in all NCREBs Solar Equipment at all times until the payment in full of the NCREBs Equipment Lease.

3. If at any time any entity (including Horne or CDSS (or the trustee under the PDOT)) exercises any rights under rights or remedies or foreclosure by under the DOR or the PDOT, the exercise of such rights and the impact thereof shall in no way result in any abatement of Lease Payments under and defined in the NCREBs Equipment Lease or in any way be deemed to interfere with the Owner’s beneficial use or enjoyment of the NCREBs Solar Equipment or result in a reduction of the fair rental value of the NCREBs Solar Equipment. Without limiting the foregoing, the Owner further covenants that if at any time the exercise of the rights of any parties under the DOR or the PDOT could reasonably be expected to interfere with the Owner’s beneficial use or enjoyment of the NCREBs Solar Equipment or result in any abatement of Lease Payments under the

NCREBs Equipment Lease the Owner will take all steps to ensure that the Owner has beneficial use and enjoyment of the NCREBs Solar Equipment and that the Secured Party has adequate access and rights to the real property where the NCREBs Solar Equipment is located for purposes of accessing, inspecting and/or repossessing (if necessary) the NCREBs Solar Equipment.

4. Prior to the payment in full of the NCREBs Equipment Lease, in the event any lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Owner's legal title to or valid and marketable, beneficial use and enjoyment of the Property where any NCREBs Solar Equipment is located or impairs or adversely impacts Secured Party's first priority security interest in and/or Secured Party's right, title or interest in all or any portion the NCREBs Solar Equipment or any of Secured Party's rights or remedies under the NCREBs Equipment Lease with respect to the NCREBs Solar Equipment or upon the occurrence of a default under the DOR, the PDOT and/or the Program Funding Agreement (each of the foregoing referred to as a "*Interference Issue*"), Owner will take all steps necessary to (a) if so requested by Secured Party (and after giving ninety (90) days' written notice to Horne and CDSS), provide a legal survey of the Property to Secured Party, Horne and CDSS and create a separate real estate parcel for and/or subdivide the portion of the Property on which the NCREBs Solar Equipment is located (the "*NCREBs Solar Equipment Property*"), provided that any NCREBs Solar Equipment Property shall (x) be narrowly limited in square footage to contain only the NCREBs Solar Equipment and any related interconnections, electricity sources and other facilities, equipment or property (including, without limitation, easements or rights of way for access) necessary to repair, replace, maintain and operate functioning NCREBs Solar Equipment, (y) constitute an entirely separate and distinct real estate parcel from the real estate parcel containing the entirety of the Project (as defined in the Program Funding Agreement), and (z) ensure that Owner continues to have beneficial use and enjoyment of the NCREBs Solar Equipment and that the Secured Party continues to have adequate access and rights to the real property where the NCREBs Solar Equipment (the "*NCREBs Solar Equipment Property Subdivision*") and (b) promptly quiet, resolve and/or eliminate such Interference Issue to the satisfaction of Secured Party and ensure that Owner and Secured Party have adequate access to and use of (including beneficial use and enjoyment of) the Property for all purposes of the NCREBs Solar Equipment and Owner shall ensure that its fee interest in the NCREBs Solar Equipment Property and Secured Party's first priority security interest in and rights, title and interests in the NCREBs Solar Equipment and rights or remedies under the NCREBs Equipment Lease with respect to the NCREBs Solar Equipment remain free and clear of Interference Issues. Notwithstanding anything herein to the contrary, none of Horne or CDSS or the trustee under the PDOT or any other entity shall foreclose or be permitted to foreclose on the Property prior to the satisfactory completion of the NCREBs Solar Equipment Property Subdivision. Additionally, if an Interference Issue occurs, then Owner may elect to purchase the entirety of Secured Party's right, title, and interest in and to the NCREBs Equipment Lease and NCREBs Solar Equipment as provided in Section 9.1(a)(ii) of the NCREBs Equipment Lease. If Secured Party exercises any portion of the remedy contained in this Subsection 1(4), Owner shall compensate Horne and CDSS for all reasonable costs and expenses in connection with each's respective review and consent

process. Attached hereto as Exhibit B is a map of the Property which outlines the Owner's current view of the portion of the Property that contains the NCREBs Solar Equipment and any related interconnections, electricity sources and other facilities, equipment or property necessary to maintain and operate functioning NCREBs Solar Equipment.

5. Owner shall keep the NCREBs Solar Equipment insured in compliance with the NCREBs Equipment Lease and pursuant to insurance policies that are issued separate and apart from its insurance with respect to the Property. Proceeds of all insurance required under the NCREBs Equipment Lease (including, but not limited to any rental interruption or use and occupancy insurance) shall be applied in accordance with the NCREBs Equipment Lease.

SECTION 2. OWNER, HORNE AND CDSS COVENANTS.

Notwithstanding anything in the DOR, the PDOT, the Funding Agreement or any other instrument to the contrary, each of Owner, Horne and CDSS represents, warrants, covenants and agrees as follows for the benefit of and as a material inducement to Secured Party:

1. Each of CDSS and Horne waives, disclaims, relinquishes and releases all interest in, right or claim to and lien on the NCREBs Solar Equipment, including, but not limited to, any right of levy or distraint upon the NCREBs Solar Equipment for rent.

2. Each of CDSS and Horne acknowledges Secured Party's exclusive first priority security interest in the NCREBs Solar Equipment located on the Property. Each of CDSS and Horne acknowledges and agrees that they have no right to remove or disturb any of the NCREBs Solar Equipment located on the Property. The Owner (or Secured Party, to the extent permitted under the NCREBs Equipment Lease) may from time to time, at its own expense, make additions, modifications and improvements to the NCREBs Solar Equipment (to the extent doing so complies with the terms of the NCREBs Equipment Lease). Such additions, modifications and improvements to the NCREBs Solar Equipment shall remain the sole property of the Owner (subject only to Secured Party's exclusive first priority security interest), and none of CDSS and Horne shall have any interest therein. The Secured Party is granted the right of ingress and egress on the Property to inspect, use and/or remove the NCREBs Solar Equipment, and at any time may enter upon the Property to inspect, use and/or remove the NCREBs Solar Equipment located there without any liability whatsoever to the Secured Party, except for any damages to the Owner's buildings or other improvements on the Property directly caused by the failure of the Secured Party to remove or use the NCREBs Solar Equipment with reasonable care. Each of CDSS and Horne acknowledges and agrees that Owner may be required to (and each hereby agrees that Owner is entitled to) take the actions described in Section 1 paragraph 4 above and each of CDSS and Horne will, at the Owner's expense, provide any and all further instruments, certificates and other documents as may, in the reasonable opinion of the Secured Party, be necessary or desirable in order to effectuate the Owner's obligations set forth in Section 1 paragraph 4 above.

3. At any time during the term of this Disclaimer and upon reasonable notice, Secured Party, or its designees may, but is not obligated to, enter and inspect the NCREBs Solar Equipment, and inspect all records pertaining to the operation, repair, and maintenance of the NCREBs Solar Equipment. The Owner shall notify occupants of upcoming inspections in accordance with state law.

4. Each of the Owner, CDSS and Horne agrees to notify Secured Party of (a) the occurrence of a default under the DOR, the PDOT and/or the Program Funding Agreement, (b) any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer of the Property or of any of its interest in the Property and (c) any successor, assign or replacement of Horne under the DOR, the PDOT and/or the Program Funding Agreement. Each of CDSS and Horne agrees not to take any action to terminate the Owner's right to occupy the Property under the DOR, the PDOT or the Funding Agreement without sixty (60) days prior written notice to the Secured Party.

5. Notwithstanding anything to the contrary in any agreement or instrument, and notwithstanding the means by which the NCREBs Solar Equipment may be attached or affixed to the Property, the NCREBs Solar Equipment shall be and remain equipment or other personal property and shall not be considered a fixture, a part of or affixed to the Property. Title to the NCREBs Solar Equipment shall vest in the Owner, subject only to Secured Party's exclusive first priority security interest therein, and otherwise shall be controlled by the terms of the NCREBs Equipment Lease.

6. The Owner represents that other than the Secured Party's interests in the NCREBs Solar Equipment and the proposed DOR, the PDOT and the Funding Agreement, no other lien, mortgage, hypothecation, encumbrance, security interest or other arrangement (including any financing arrangement or conditional sale or other encumbrance on title to real property or any financing lease having substantially the same economic effect as any of the foregoing) exists on, or is proposed or contemplated, with respect to the Property.

7. The Owner, CDSS and Horne agree to notify any purchaser of the Property, or any party obtaining a mortgage or other lien on the Property, of this Disclaimer and agree to notify any sublessee of the Property, or any party obtaining an interest in the leasehold interest in the Property under the DOR, the PDOT or the Funding Agreement or any related agreements or instruments, of this Disclaimer. This Disclaimer shall be binding upon the successors and assigns of the Owner, CDSS and Horne and inure to the benefit of the Secured Party and its successors and assigns. The Owner, CDSS and Horne shall ensure that no other Person with any interest in the Property has any interest in, right or claim to and lien on the NCREBs Solar Equipment without Secured Party's prior written consent in its sole and absolute discretion. "*Person*" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

8. This Disclaimer shall be continuing, absolute and unconditional, with no act of any kind taken or not taken by any party at any time to affect or impair this Disclaimer. This Disclaimer shall remain in full force and effect until all obligations of the Owner to the Secured Party created or existing have been fully paid and performed.

9. The Owner is the fee simple owner of the Property and warrants that it has authority to execute and deliver this Disclaimer to the Secured Party. Each of CDSS and Horne warrants that it has authority to execute and deliver this Disclaimer to the Secured Party.

### SECTION 3. COVENANTS RUN WITH THE LAND.

Notwithstanding anything in the DOR, the PDOT, the Funding Agreement or any other instrument to the contrary, the Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Disclaimer. The foregoing Disclaimer is intended to constitute both equitable servitudes and covenants running with the land. Each of CDSS, Horne and Owner expressly acknowledges and agrees that the Disclaimer is a reasonable restraint on the Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and is not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to this Disclaimer, regardless of whether this Disclaimer is set forth in such contract, deed, or other instrument.

### SECTION 4. BINDING ON SUCCESSORS AND ASSIGNS.

The Disclaimer contained herein shall be binding upon all of CDSS', Horne's and Owner's successors, assigns and transferees to or of the Property and upon any replace of Horne under the DOR, the PDOT or the Funding Agreement, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing. Any transferee or purchaser of the Property, or of any portion of, or interest in the Property, by the acceptance of a deed therefore, whether from CDSS, Horne or the Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants and restrictions set forth in this Disclaimer.

### SECTION 5. TERM OF DISCLAIMER.

The covenants in this Disclaimer shall be binding, effective, and enforceable commencing upon the recordation of this Disclaimer in the official records of the county in the jurisdiction where the Property is located, and they shall continue in full force and effect until all obligations of the Owner to the Secured Party created or existing have been fully paid and performed, regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.

SECTION 6. OWNER REPRESENTATIONS.

Owner represents and warrants to the Secured Party that:

- (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Disclaimer;
- (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Disclaimer;
- (3) Owner has the full right and authority to enter into this Disclaimer;
- (4) this Disclaimer constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms; and
- (5) Owner is duly organized and authorized to do business in the State of California.

SECTION 7. AMENDMENT, MODIFICATION.

None of CDSS, Horne and Owner shall amend, modify, waive, or release this Disclaimer, or any part of this Disclaimer, without the prior and express written consent of an authorized representative of the Secured Party, which consent may be withheld, conditioned, or delayed in the Secured Party's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the Secured Party shall be void.

SECTION 8. SEVERABILITY.

Every provision of this Disclaimer is intended to be severable. If any provision of this Disclaimer is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SECTION 9. GOVERNING LAW.

This Disclaimer shall be governed by and interpreted under the laws of the State of California.

SECTION 10. RECORDATION OF AGREEMENT.

This Disclaimer shall be recorded in the official records of the County of Nevada no later than the date \_\_\_\_\_. The Disclaimer shall be recorded, against the Property concurrently with the DOR and the PDOT.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, each party hereto has caused this Disclaimer to be signed by its duly authorized representative, as of the day and year first written above.

OWNER:

COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF  
THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEPARTMENT OF SOCIAL SERVICES, A PUBLIC  
AGENCY OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HORNE LLP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

BANC OF AMERICA LEASING & CAPITAL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

All signatures must be acknowledged.

Add Notary Acknowledgement for each signatory

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THE SURFACE TO A DEPTH OF 50 FEET OF THAT CERTAIN PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., LYING WEST OF THE DOWNIEVILLE HIGHWAY, DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER AT THE NORTHWEST CORNER FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 11 BEARS NORTH 1 DEGREES 58 MINUTES WEST 808.9 FEET AND RUNNING THENCE NORTH 84 DEGREES 33 MINUTES EAST 124.18 FEET TO THE WEST SIDE OF THE DOWNIEVILLE HIGHWAY; THENCE ALONG HIGHWAY SOUTH 45 DEGREES 23 MINUTES EAST 1043.82 FEET; THENCE

SOUTH 44 DEGREES 37 MINUTES WEST 585.42 FEET TO THE SOUTHEAST CORNER; THENCE NORTH 45 DEGREES 23 MINUTES WEST 597.40 FEET TO FENCE; THENCE ALONG FENCE NORTH 2 DEGREES 58 MINUTES WEST 719.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 31, 1941, IN BOOK 77 OF OFFICIAL RECORDS, PAGE 47.

ALSO EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO MICHAEL A. BYRNE, ET UX, IN DEED RECORDED MAY 15, 2003 SERIES NO. 2003-0025168 OFFICIAL RECORDS OF NEVADA COUNTY, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED TO TUCKER RECORDED IN VOLUME 966 AT PAGE 334 OF THE OFFICIAL RECORDS OF NEVADA COUNTY, A POINT ON THE WEST LINE OF SAID SECTION 11 MARKED BY A 5/8" REBAR TAGGED RCE 17403; THENCE ALONG SAID WEST LINE, SOUTH 02 DEGREES 22 MINUTES 10 SECONDS EAST 219.49 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 81 DEGREES 43 MINUTES 00 SECONDS EAST 356.39 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY 49; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 45 DEGREES 19 MINUTES 00 SECONDS WEST 387.01 FEET TO THE SOUTHEAST CORNER OF SAID TUCKER PARCEL, MARKED BY A 5/8" REBAR TAGGED RCE 17403; THENCE ALONG THE SOUTH LINE

OF SAID TUCKER PARCEL, SOUTH 89 DEGREES 00 MINUTES 37 SECONDS WEST 86.59 FEET TO THE POINT OF BEGINNING.

APN: 04-140-67

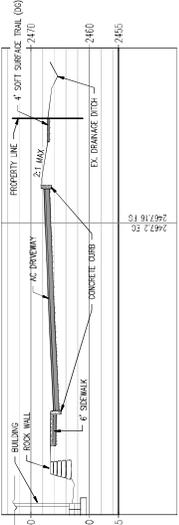
TOGETHER WITH AN EASEMENT FOR OPEN SPACE PURPOSES AS DISCLOSED BY DOCUMENT RECORDED MAY 15, 2003 SERIES NO. 2003-25171, OFFICIAL RECORDS.

**EXHIBIT B**

**MAP OF PROPERTY OUTLINING EXPECTED NCREBS SOLAR EQUIPMENT PROPERTY**



**GENERAL NOTES:**  
 1. COORDINATE WITH LANDSCAPE CONTRACTOR FOR LOCATION OF CONCRETE CURB AND CURB AND GUTTER.  
 2. COORDINATE WITH LANDSCAPE CONTRACTOR TO COORDINATE WITH LANDSCAPE TO CAP AND REMOVE LANDSCAPING PIPING AS NECESSARY.



**A - DRIVEWAY CROSS SECTION**  
 1" = 20"

- CONSTRUCTION NOTES:**
1. CONSTRUCT PARKING AND ACCESS AREA, 3" AC OVER 8" CLASS II AGGREGATE BASE.
  2. CONSTRUCT ADA PARKING STALLS WITH SIGNAGE, 4" CONCRETE WITH REBAR REINFORCEMENT.
  3. CONNECT TO EX. 10" OF 8" PVC WATER MAIN, INSTALL 6"X6"X12" TEE WITH 4" GATE VALVE TO THE SOUTHWEST.
  4. INSTALL 6"X4" REDUCER WITH 4" GATE VALVE TO THE SOUTHWEST AND FIRE HYDRANT.
  5. CONSTRUCT CONCRETE CURB RAMP WITH TRUNCATED DOME.
  6. REGRADE EXISTING WATER SERVICE IN LANDSCAPE ISLAND FOR LANDSCAPE SERVICE AND REPAIR. INSTALL LANDSCAPE BLOCK/LOW PROFILE/RETAINER (TYPICAL).
  7. INSTALL 12" NOS. LANDSCAPE DRAIN WITH HAMP RAILS (5 FEET).
  8. INSTALL 12" NOS. LANDSCAPE DRAIN WITH ATTRIM GRADE, 60FT WITH 4" PVC SOL 40 PIPE.
  9. INSTALL 24" INLET CAST DRAINAGE INLET WITH ATTRIM GRADE.
  10. REPLACE EXISTING 6" TALL CHAINLINK FENCE TO NEW LOCATIONS AS SHOWN.
  11. CONSTRUCT CONCRETE PAD TO SUPPORT PROPANE TANK (200 GAL).
  12. PROPOSED PREPARE BACKUP GENERATOR PAD.
  13. CONSTRUCT BRICK/ROCKERY WALL EXPOSED HEIGHT = 1' - 4"
  14. CONSTRUCT GUM BLOCK WALL.
  15. CONSTRUCT 4" FRANCH FENCE.
  16. CONSTRUCT 6" X 6" CONCRETE PAD FOR BICYCLE PARKING.

- LEGEND**
- PROPOSED ASPHALT PAVEMENT
  - PROPOSED CONCRETE
  - INDICATED DOWNS
  - EXISTING 4" N.O.S. PVC WATER MAIN
  - PROPOSED TELEPHONE/ELECTRICAL TRENCH
  - PROPOSED 6" OF 4" WATER LINE AS SHOWN
  - PROPOSED FIRE HYDRANT WITH 4" GATE VALVE
  - PROPOSED STORM DRAIN (SIZE AS SHOWN)
  - PROPOSED SEPTIC LINE
  - PROPOSED 4" SOFT SURFACE TRAIL
  - PROPOSED 6" FENCE

