



RESOLUTION No. 19-032

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AUTHORIZATION TO PURCHASE RIGHT-OF-WAY, A UTILITY EASEMENT, A SLOPE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR \$25,300.00 FROM THE FRITZ AND YOLANDA GOSALVEZ FAMILY TRUST (“GOSALVEZ”) FOR THE COMBIE ROAD WIDENING PROJECT – DISTRICT II

WHEREAS, the Combie Road Widening Project requires acquisition of an easement, a temporary construction easement and right-of-way from Gosalvez; and

WHEREAS, the County of Nevada desires to widen and install roadway and pedestrian improvements along Combie Road from the intersection of Highway 49 approximately 1,400 feet east in the Spring of 2019; and

WHEREAS, the acquisition of 2,024 square feet of in fee right-of-way, a utility easement, a 1,314 square-foot slope easement and a 2,961 square-foot temporary construction easement, on property located at 10063 Combie Road, Nevada County, California (APN 57-260-04), has successfully been negotiated; and

WHEREAS, APN 57-260-04 has changed effective July, 2018, to APN 057-260-004-000 and future APN references may reflect the new APN 057-260-004-000; and

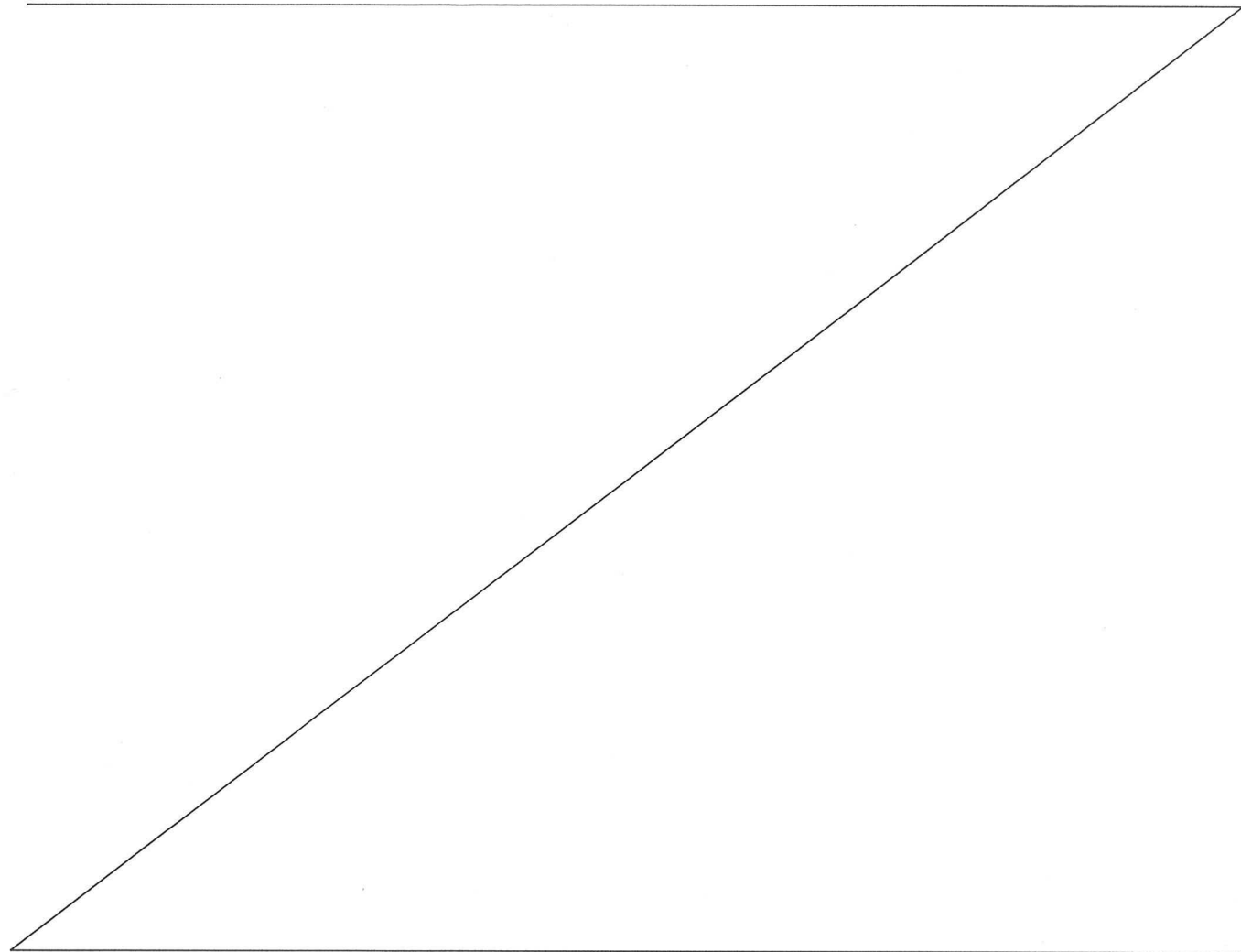
WHEREAS, the negotiated price of this easement is \$25,300.00, which reflects fair market value based on an appraisal done by Bender Rosenthal, Inc. on January 5, 2018; and

WHEREAS, the County will incur additional costs associated with this acquisition, including all escrow, recording and title insurance charges, if any; and

WHEREAS, sufficient budget is available in the Capital Improvement Program (CIP) budget 1114-30154-702-1000.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the agreement for the acquisition of 2,024 square feet of in fee right-of-way, a utility easement, a 1,314 square-foot slope easement and a 2,961 square-foot temporary construction easement, on property located at 10063 Combie Road, Nevada County, California (APN 057-260-004-000) from The Fritz and Yolanda Gosalvez Family Trust, in the amount of \$25,300.00, in substantially the form attached hereto, and the Chair of the Board of Supervisors is hereby authorized to execute the Purchase Agreement on behalf of the County.
2. Authorizes the payment of the County's share of closing costs, including all escrow, recording and title insurance charges, if any.
3. Authorizes the Director of the Department of Public Works to execute on behalf of the County any and all additional documents required to consummate this real property transaction, including the certificate of acceptance.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of January, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

1/22/19 cc: DPW*
AC* (Hold)

1/25/19 cc: DPW*
AC* (Release)
GFT

**COUNTY OF NEVADA
PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into this 22 day of January, 2019, by and between the COUNTY OF NEVADA, a Political Subdivision of the State of California, (hereinafter referred to as "COUNTY") and The Fritz and Yolanda Gosalvez Trust March 19, 2012, Fritz Gosalvez, Trustee, as to a 40.70% interest; to The Gosalvez Family Trust dated March 19, 2012, Tony J. Gosalvez (aka Javier Anthony Gosalvez) Trustee, as to a 30.9% interest; to Simonyi Family Trust dated June 26, 2001, Steve Simonyi and Vicky Simonyi, Trustee, as to a 28.4% interest, all as tenants in common (hereinafter collectively referred to as "GRANTOR"). This Agreement is made with reference to the following facts:

WHEREAS, COUNTY desires to purchase a Fee interest, a permanent easement, a Slope Easement and a Temporary Construction Easement ("TCE") across portions of GRANTOR'S property described as Assessor's Parcel Number 57-260-04, and GRANTOR is willing to convey to COUNTY, for the price and under the terms and conditions specified herein, a Fee interest comprised of 2,024± square feet as described in the Grant Deed labeled Exhibit "A", and shown on legal description and map labeled Exhibit "B" and Exhibit "C", an Easement Deed with accompanying documents labeled Exhibit "D", along with a 1,314± square foot Slope Easement Deed labeled Exhibit "E" with accompanying legal description and map labeled Exhibit "F" and Exhibit "G", and a 2,961± square foot TCE labeled Exhibit "H" with attached legal description and map labeled Exhibit "I" and Exhibit "J", all attached hereto and incorporated herein by this reference ("Property"); and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

In consideration of the terms and conditions set forth in this Agreement, GRANTOR shall deposit in an escrow designated by the COUNTY, a Grant Deed, an Easement Deed and a Slope Easement Deed suitable for recordation and conveying from GRANTOR to COUNTY in the form set forth in the attached documents. The TCE will not be recorded.

1. Entire Contract

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Grant Deed, Easement Deed, Slope Easement and TCE and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

ATTACHMENTS

Designate all required and included attachments:	Req'd	Not Req'd
Exhibit A: Grant Deed	<u> x </u>	<u> </u>
Exhibit B: Legal Description	<u> x </u>	<u> </u>
Exhibit C: Map	<u> x </u>	<u> </u>
Exhibit D: Easement Deed with exhibits	<u> x </u>	<u> </u>
Exhibit E: Slope Easement Deed	<u> x </u>	<u> </u>
Exhibit F: Legal Description	<u> x </u>	<u> </u>
Exhibit G: Map	<u> x </u>	<u> </u>
Exhibit H: TCE Deed	<u> x </u>	<u> </u>
Exhibit I: Legal Description	<u> x </u>	<u> </u>
Exhibit J: Map	<u> x </u>	<u> </u>

2. COUNTY shall

- A. Pay the sum of TWENTY-FIVE THOUSAND THREE HUNDRED DOLLARS (\$25,300) for the Property, and any improvements thereon, to the following title company: Fidelity National Title Company for the account of the GRANTOR, conditioned upon the Property vesting in COUNTY free and clear of all liens, leases, encumbrances, (*recorded or unrecorded*), assessments and taxes under Escrow Number 01000839-010-PA. Clearing of any title exceptions not acceptable to COUNTY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Clause 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- D. Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the at the close of escrow.

3. Escrow Instructions

GRANTOR hereby authorizes COUNTY to file escrow instructions, in accordance with this Agreement on behalf of both parties.

4. Hazardous Waste

The acquisition price for the Property reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the COUNTY may in its sole discretion elect to recover its clean-up costs from those who caused or contributed to the contamination or to terminate this Agreement immediately without further obligation to GRANTOR. GRANTOR shall further indemnify, defend, save and hold harmless the COUNTY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the County, its agents or employees.

GRANTOR further agrees as part of the consideration herein that GRANTOR will not, during any occupancy before or after the close of escrow, use, generate, manufacture, store, dump, bury, leak or dispose of any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent on the Property, as those terms may now or in the future be defined by common practice or

by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance"). In such event GRANTOR will, at its sole expense, remove, cleanup or otherwise mitigate such problem, and will further release and indemnify COUNTY from any and all liability arising from such problem.

5. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by COUNTY and/or its designees or assignees shall commence upon the deposit of the purchase price into escrow. Additionally, the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

6. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

7. No Leases

GRANTOR warrants that there are no oral or written leases on that portion of the property the subject of this conveyance, and GRANTOR further agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

8. Quitclaim Deeds

If any lessee interests are identified in Paragraph seven (7) herein, as a condition precedent to approval of this Agreement by the County Executive Officer for the County of Nevada, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to secure said Quitclaim Deeds or releases. Close of escrow shall be contingent upon the title company receiving said Quitclaim Deeds or releases, if required by COUNTY.

9. Release of All Claims

GRANTOR hereby acknowledges and agrees that the receipt and acceptance by GRANTOR for the payment set forth in Clause 2(A) of this Agreement constitutes full and complete satisfaction of all claims, cost, expenses including relocation expenses, demands, damages, compensation for acquisition of property as described herein, severance damages, loss of business goodwill, interest, litigation expenses, and attorney fees, and all claims, whether asserted or alleged by GRANTOR or not, for other losses or damages recognized under law which GRANTOR could assert or allege against the COUNTY, as a result of the COUNTY's acquisition of the property described herein, including but not limited to relocation expenses and/or benefits pursuant to existing Federal and/or HCD guidelines or any other law, regulation, or guideline. GRANTOR hereby waives and

releases all rights, claims, costs, expenses, demands, damages or causes of action the GRANTOR has or may have in the future against the County of Nevada as a result of or arising out of the COUNTY's acquisition of the property as described herein. In furtherance of the intentions set forth herein, GRANTOR acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

GRANTOR hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of statutory or non-statutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Paragraph 10.

10. Approval of County

GRANTOR understands that this Agreement is subject to approval by the County Executive Officer and/or the Board of Supervisors of the County of Nevada, and this Agreement shall have no force or effect unless and until such approval has been obtained.

11. Warranties

- A. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.
- B. GRANTOR represents that they will have at time of escrow the power to sell, transfer and convey all right, title and interest in the Property to COUNTY save and except for COUNTY approved exceptions. GRANTOR further represents that to the best of its current knowledge, the Property is not subject to any litigation proceedings, or investigation and contains no easements or interests of other parties which, if revealed or known, might materially affect the obligations or intentions of either party with respect to the objects of this Agreement. GRANTOR further represents that there are no contracts, agreements or understandings with other parties concerning the Property that GRANTOR has not disclosed in writing to COUNTY.
- C. GRANTOR warrants that they shall not allow any liens, encumbrances, assessments, easements, leases or taxes to accrue on the Property during the pending of its transfer to the COUNTY except as provided in this Agreement, nor shall GRANTOR attempt to resell the Property to any other person or entity whatsoever during the pending of its sale to the COUNTY.
- D. The parties warrant that they are not represented by any real estate agents or brokers in this transaction, and that there are no commissions due as a result of its completion.

12. Notices

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, by courier service or express mail, or by first-class mail postage prepaid, to the addresses set forth below. All notices shall be deemed given or delivered (a) if sent by mail, when deposited in the mail, first-class postage prepaid, addressed to the party to be notified, (b) if delivered by hand, courier service or express mail, when delivered, or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

TO GRANTOR:
Gosalvez et al.
10063 Combie Road
Auburn, CA 98765

TO COUNTY OF NEVADA:
Director of Public Works
950 Maidu Avenue
Nevada City, CA 95959

13. Entire Agreement

This Agreement constitutes the Entire Agreement between GRANTOR and the COUNTY pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Time of the Essence

Time is of the essence in this Agreement. In the event that any date specified in this Agreement falls on a Saturday, Sunday or public holiday, such date shall be deemed to be the succeeding day on which the public agency and major banks are open for business.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Venue

An action at equity or law arising out of the subject matter of this Agreement shall be filed and tried in the County of Nevada, State of California.

17. Headings

The captions to the paragraphs of this Agreement are inserted for convenience only and shall not affect the intent of this Agreement.

18. Language Construction

The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

19. Exercise of Discretion

Where the terms of this Agreement require approval or the exercise of discretion by GRANTOR or by the COUNTY, discretion shall not be exercised in an unreasonable, arbitrary, or capricious manner.

20. Specific Performance

In the event of a breach of this Agreement by GRANTOR, COUNTY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

SIGNATURE PAGE TO FOLLOW

Project Name: Higgins Corner at SR-49

IN WITNESS WHEREOF, the COUNTY OF NEVADA, a public entity, has authorized the execution of this Agreement in duplicate by its County Executive Officer of the County of Nevada on the 22 day of January, 2019, and GRANTOR has caused this instrument to be executed on their behalf:

GRANTOR: The Fritz and Yolanda Gosalvez Trust March 19, 2012, Fritz Gosalvez, Trustee; to The Gosalvez Family Trust dated March 19, 2012, Tony J. Gosalvez (aka Javier Anthony Gosalvez) Trustee; to Simonyi Family Trust dated June 26, 2001, Steve Simonyi and Vicky Simonyi, Trustee, all as tenants in common

Fritz Gosalvez
Fritz Gosalvez, Trustee of The Fritz and Yolanda Gosalvez Trust March 19, 2012

10/24/18
Date

Tony J. Gosalvez
Tony J. Gosalvez (aka Javier Anthony Gosalvez), Trustee of The Gosalvez Family Trust dated March 19, 2012

10-24-2018
Date

Steve Simonyi
Steve Simonyi, Trustee of Simonyi Family Trust dated June 26, 2001

10/24/18
Date

Vicky Simonyi
Vicky Simonyi, Trustee of Simonyi Family Trust dated June 26, 2001

10/24/18
Date

COUNTY OF NEVADA, a Political Subdivision of the State of California

By: Mike
Chairman
Nevada County
Board of Supervisors

1/24/19
Date

APPROVED AS TO FORM: Office of the County Counsel

By: Rhett Vanderploeg
Rhett Vanderploeg
Deputy County Counsel

1/29/19
Date

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

WHEN RECORDED RETURN TO:

County of Nevada
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

NO FEE DOCUMENT
Per Government Code 6103

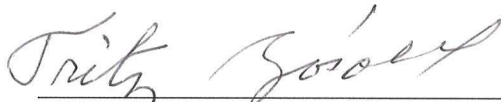
R&T 11922; Government agency acquiring title

Project Name: Higgins Corner at SR-49

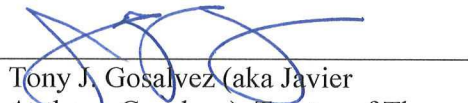
GRANT DEED
APN: 57-260-04

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Fritz and Yolanda Gosalvez Trust March 19, 2012, Fritz Gosalvez, Trustee; to The Gosalvez Family Trust dated March 19, 2012, Tony J. Gosalvez (aka Javier Anthony Gosalvez) Trustee; to Simonyi Family Trust dated June 26, 2001, Steve Simonyi and Vicky Simonyi, Trustee, all as tenants in common, GRANT to the County of Nevada a Political Subdivision of the State of California, a Fee interest upon, over and across that certain real property, or interest therein, in the State of California, unincorporated area of the County of Nevada, and described in Exhibits "B" and "C" attached hereto and made a part hereof.

Dated: 10-24, 2018



Fritz Gosalvez, Trustee of The Fritz and Yolanda Gosalvez Trust March 19, 2012



Tony J. Gosalvez (aka Javier Anthony Gosalvez), Trustee of The Gosalvez Family Trust dated March 19, 2012



Steve Simonyi, Trustee of Simonyi Family Trust dated June 26, 2001



Vicky Simonyi, Trustee of Simonyi Family Trust dated June 26, 2001

EXHIBIT B

EXHIBIT "B"

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21 TOWNSHIP 14 NORTH RANGE 8 EAST, M D B & M IN THE UNINCORPORATED TERRITORY OF NEVADA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4, AS SHOWN ON THE PARCEL MAP RECORDED ON APRIL 1, 2002, BOOK 19 OF MAPS AT PAGE 88 OF OFFICIAL RECORDS, NEVADA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 4, THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 4 S08°16'31"E 30.25 FEET,


THENCE LEAVING SAID EASTERLY LINE S60°41'38"W, 42.75 FEET; THENCE S79°17'51"W 9.10 THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF S53°16'57"W, A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 54°27'55" AND A LENGTH OF 28.52 FEET, THENCE N04°49'03"E 4.37 FEET, THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF S64°49'03"W, A RADIUS OF 34.38 FEET, A CENTRAL ANGLE OF 14°11'12" AND A LENGTH OF 8.51 FEET, MORE OR LESS TO THE NORTHERLY LINE OF SAID PARCEL 4, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF COMBIE ROAD THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO COURSES,

N51°14'33"E, 14.62 FEET,
THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A LENGTH OF 66.24 FEET, A RADIUS OF 400.00 FEET, AND A CENTRAL ANGLE OF 09°29'17" TO THE POINT OF BEGINNING

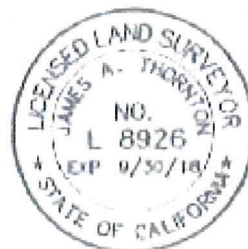
CONTAINING A TOTAL OF 2,024 SQUARE FEET, MORE OR LESS

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE 2, EPOCH DATE OF 1991.05

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA

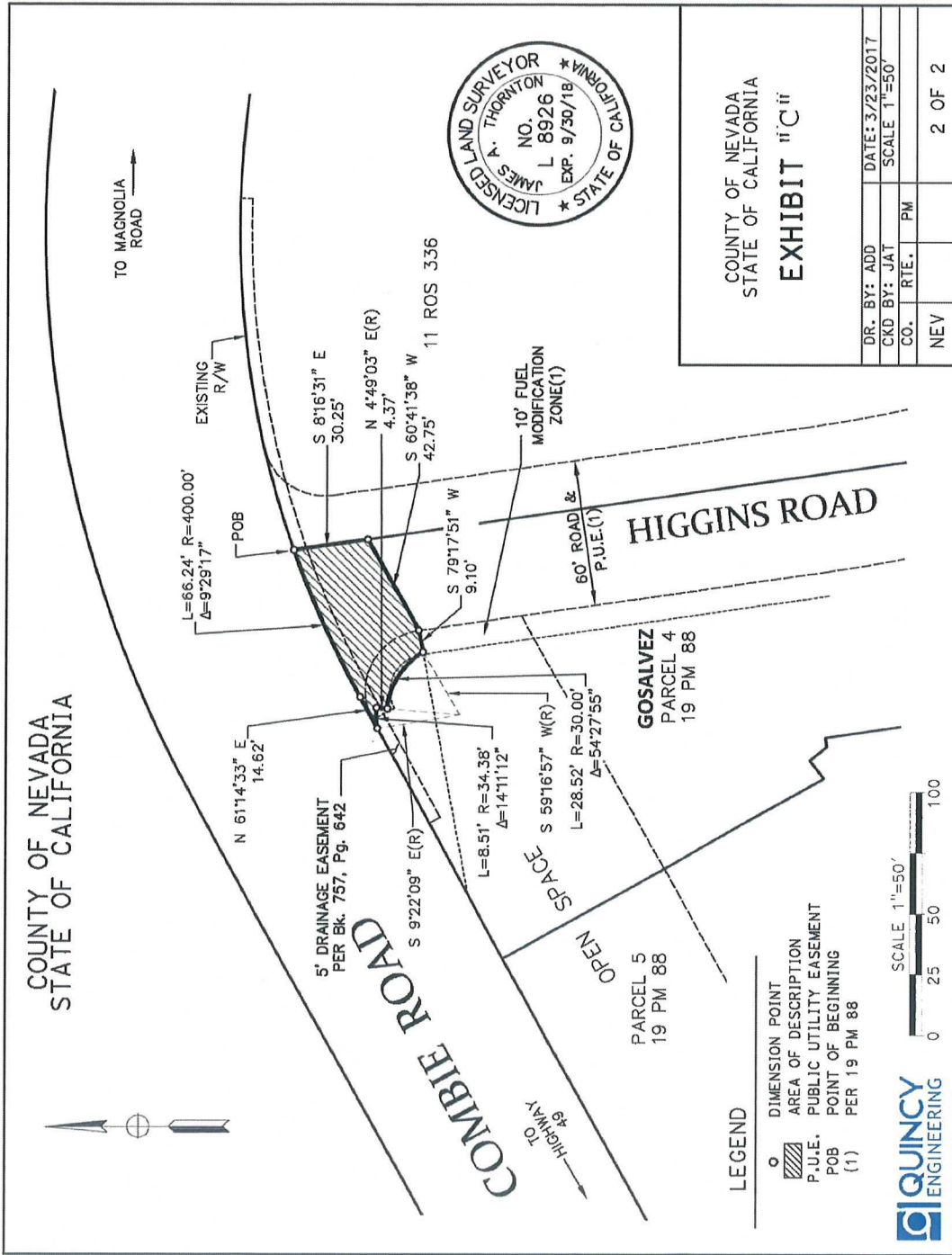

JAMES A. THORNTON
PLS L8926

11/9/11
DATE



PAGE 1 OF 2

EXHIBIT C



RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Management Office
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, CA 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#2114-08-0932

EASEMENT DEED

PM 31144652

FRITZ GOSALVEZ, as trustee of the Fritz and Yolanda Gosalvez Trust dated March 19, 2012,
TONY J. GOSALVEZ, also known as Javier Anthony Gosalvez, as trustee of the Gosalvez Family Trust dated March 19, 2012,
STEVE SIMONYI and VICKY SIMONYI, as trustees of the Simonyi Family Trust dated June 26, 2001,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, PACIFIC BELL TELEPHONE COMPANY, a California Corporation, dba AT&T California ("AT&T"), hereinafter collectively called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Nevada, State of California, described as follows:

(APN 57-260-04)

Parcel 4 as shown upon the Parcel Map filed for record April 1, 2002 in Book 19 of Parcel Maps at page 88, Nevada County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land outlined by heavy dashed lines on the print of Grantee's Drawing Exhibit "A," Sheets 1 and 2 of 2 attached hereto and made a part hereof.

The foregoing description is based on surveys made by Grantee in February 2016. The basis of bearings used is based on the tie from the south quarter corner of Section 21, monumented by a found 2 inch diameter aluminum cap in asphalt marked "LS 4728" to the found 3/4 inch iron pipe with cap

marked "LS 3959," as shown on the Record of Survey filed for record August 11, 2009 in Book 14 of Surveys at page 103, Nevada County Records, which course according to said Record of Survey has a bearing of South 53°24'26" East and a distance of 405.21 feet. PARCEL MAP NO. PM 99-002, filed for record April 1, 2002 in Book 19 of Parcel Maps at page 88 was rotated 0°33'23" counter clockwise from N61°47'04"E along Combie Rd. to N61°13'41"E to align with said Record of Survey.


Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 10/24, 2018



FRITZ GOSALVEZ, as trustee of the
Fritz and Yolanda Gosalvez Trust
dated March 19, 2012


STEVE SIMONYI and VICKY SIMONYI,
as trustees of the Simonyi Family Trust
dated June 26, 2001


Fritz Gosalvez, Trustee


Steve Simonyi, Trustee

TONY J. GOSALVEZ, also known as
Javier Anthony Gosalvez, as trustee of the
Gosalvez Family Trust dated March 19, 2012


Vicky Simonyi, Trustee


Tony J. Gosalvez, Trustee (also known as
Javier Anthony Gosalvez)

Attach to LD 2114-08-0932

The Area and Division: Area 6, Sierra Division

Land Service Office: Auburn

Operating Department: Electric Distribution

USGS location: M.D.M., T.14N. R.8E., Sec. 21, SE ¼ of SW ¼, and Sec. 28, NE ¼ of NW ¼

FERC License Number(s): N/A

PG&E Drawing Number(s): 31144652

UNIFIED MAP GRID NO.: AV116-K21 & O01 (PLAT NO.: R-08-03)

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 04, 06 and 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) : N/A

PM # with Operation #: PM 31144652 Op 0070

JCN: N/A

County: Nevada

Utility Notice Numbers: N/A

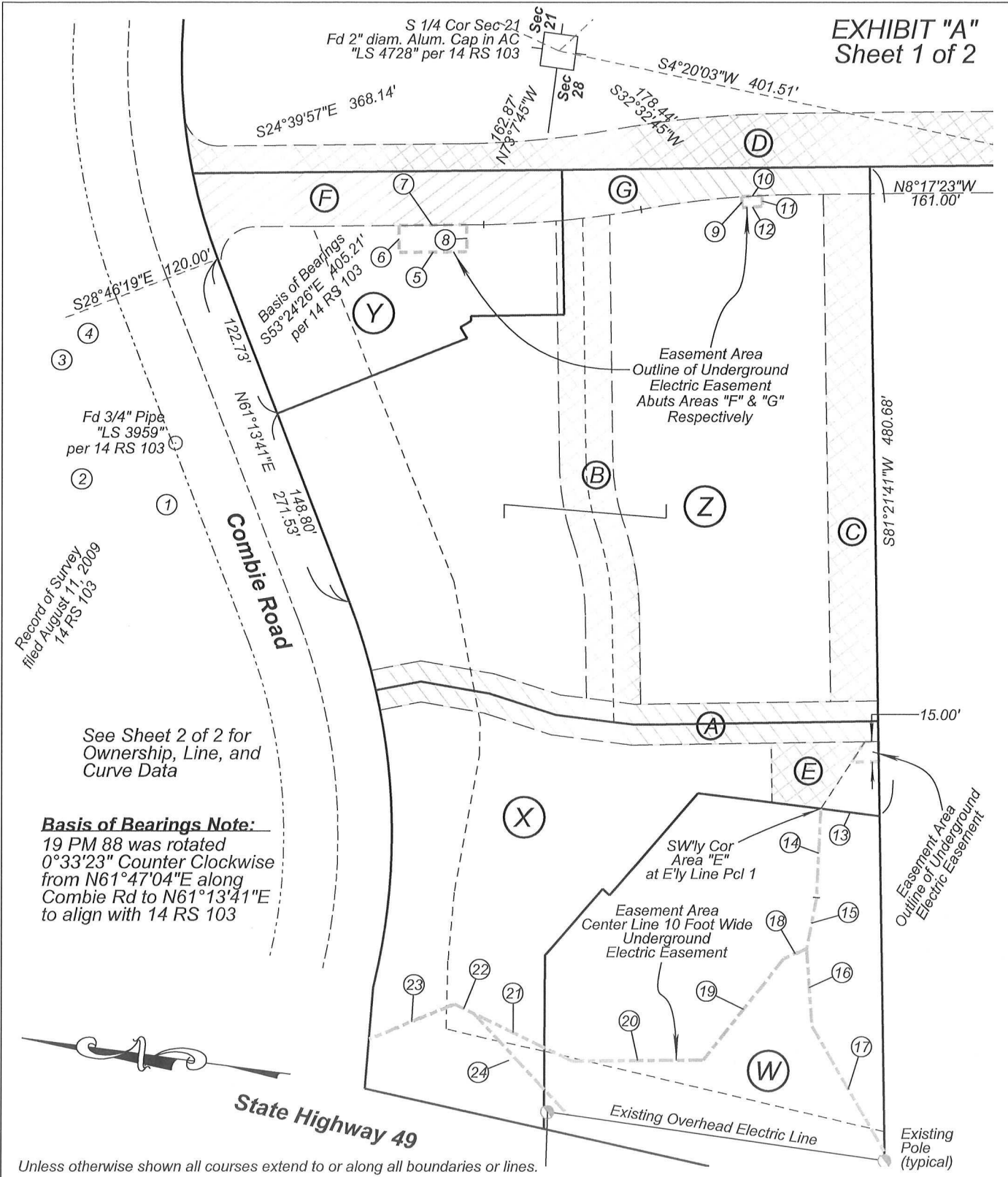
851 Approval Application No. N/A Decision N/A

Prepared By: M7M5

Checked By: GPY1

Revision 10/09/2018 Checked By: JEPF

EXHIBIT "A"
Sheet 1 of 2



See Sheet 2 of 2 for
Ownership, Line, and
Curve Data

Basis of Bearings Note:
19 PM 88 was rotated
0°33'23" Counter Clockwise
from N61°47'04"E along
Combie Rd to N61°13'41"E
to align with 14 RS 103

Record of Survey
filed August 11, 2009
14 RS 103



State Highway 49

Unless otherwise shown all courses extend to or along all boundaries or lines.

Applicant: Nevada County - Combie Road Rule 20A Phase 3				SCALE 1"=100'	DATE 10/09/2018
SECTION SE SW Sec 21 NE NW Sec 28	TOWNSHIP 14N	RANGE 8E	MERIDIAN MDM	COUNTY OF: Nevada	CITY OF: N/A
PLAT MAP AV116-K21, 001 (R-08-03)				F.B.:	DR.BY: M7M5 CH.BY: GPY1
REFERENCES 14 RS 103, 19 PM 88				PG&E	Sierra DIVISION 31144652 AUTHORIZ 31144652 DRAWING NO.

EXHIBIT "A"
Sheet 2 of 2

Course Table

Course #	Bearing	Distance	Delta	Radius	Length
1	N77°15'26"W	93.64'	---	---	---
2	S61°13'41"W	141.60'	---	---	---
3	N57°44'12"W	22.86'	---	---	---
4	S61°13'41"W	33.53'	---	---	---
5	N 8°17'23"W	50.00'	---	---	---
6	N81°42'37"E	20.00'	---	---	---
7	S 8°17'23"E	50.00'	---	---	---
8	S81°42'37"W	20.00'	---	---	---
9	N78°50'38"E	8.00'	---	---	---
10	S11°09'22"E	15.00'	1°15'18"	684.75'	15.00'
11	S78°50'38"W	8.00'	---	---	---
12	N11°09'22"W	15.00'	---	---	---
13	N 0°33'23"W	44.09'	---	---	---
14	S84°59'34"W	65.84'	---	---	---
15	N86°57'56"W	38.72'	---	---	---
16	S78°19'17"W	57.33'	---	---	---
17	S52°13'17"W	107±	---	---	---
18	N30°34'05"W	18.14'	---	---	---
19	N59°12'12"W	96.49'	---	---	---
20	N 8°06'48"W	97.14'	---	---	---
21	N18°06'49"E	80.69'	---	---	---
22	N18°06'49"E	15.78'	---	---	---
23	N30°09'30"W	68±	---	---	---
24	S39°29'19"W	102±	---	---	---

Ownership Data

(W)

OWNER:
AMERICAN PETROLEUM, LLC
Deed dated August 23, 2007
O.R. Series No. 2007-0027345

Parcel 1
Parcel Map
filed April 1, 2002
19 PM 88

APN 57-260-01

(X)

OWNER:
CONKEY-TROLIO, LLC
Deed dated April 10, 2006
O.R. Series No. 2006-0012169

Parcel 2
Parcel Map
filed April 1, 2002
19 PM 88

APN 57-260-02

(Y)

OWNER:
FRITZ GOSALVEZ, trustee
TONY J GOSALVEZ, trustee (aka Javier Anthony Gosalvez)
STEVE and VICKY SIMONYI, trustees
Deed dated September 26, 2018
O.R. Series No. 2018-0018888

Parcel 4
Parcel Map
filed April 1, 2002
19 PM 88

APN 57-260-04

(A), (B), (C), (D), (E), (F), (G)

Indicates areas dedicated and accepted for Public
Utility Purposes by the County of Nevada per 19 PM 88

(Z)

OWNER:
LONGS DRUG STORES CALIFORNIA, LLC
Deed dated September 12, 2002
O.R. Series No. 2002-0053482

Parcels 3 & 5
Parcel Map
filed April 1, 2002
19 PM 88

APN 57-260-18

Applicant: Nevada County - Combie Road Rule 20A Phase 3				SCALE 1"=100'	DATE 10/09/2018
SECTION SE SW Sec 21 NE NW Sec 28	TOWNSHIP 14N	RANGE 8E	MERIDIAN MDM	COUNTY OF: Nevada	CITY OF: N/A
PLAT MAP AV116-K21, 001 (R-08-03)			F.B.:	DR.BY: M7M5	CH.BY: GPY1
REFERENCES 14 RS 103, 19 PM 88			PG&E	Sierra DIVISION	31144652 AUTHORIZ
					31144652 DRAWING NO.

WHEN RECORDED RETURN TO:

County of Nevada
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

NO FEE DOCUMENT
Per Government Code 6103


R&T 11922; Government agency acquiring title

Project Name: Higgins Corner at SR-49

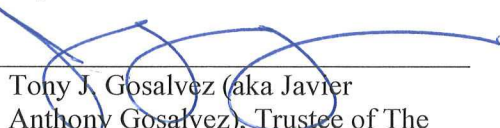
GRANT OF SLOPE EASEMENT DEED
APN: 57-260-04

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Fritz and Yolanda Gosalvez Trust March 19, 2012, Fritz Gosalvez, Trustee; to The Gosalvez Family Trust dated March 19, 2012, Tony J. Gosalvez (aka Javier Anthony Gosalvez) Trustee; to Simonyi Family Trust dated June 26, 2001, Steve Simonyi and Vicky Simonyi, Trustee, all as tenants in common, GRANT to the County of Nevada, a Political Subdivision of the State of California, a slope easement upon, over and across that certain real property, or interest therein, in the State of California, unincorporated area of the County of Nevada, and described in Exhibits "F" and "G" attached hereto and made a part hereof.


Dated: 10-24, 2018




Fritz Gosalvez, Trustee of The Fritz
and Yolanda Gosalvez Trust March
19, 2012



Tony J. Gosalvez (aka Javier
Anthony Gosalvez), Trustee of The
Gosalvez Family Trust dated March
19, 2012



Steve Simonyi, Trustee of Simonyi
Family Trust dated June 26, 2001



Vicky Simonyi, Trustee of Simonyi
Family Trust dated June 26, 2001

County of Nevada
Public Works Department
950 Maidu
Nevada City, CA 95555

PLEASE DO NOT RECORD

TCE 5726004


**TEMPORARY CONSTRUCTION EASEMENT
APN 57-260-04**

For valuable consideration receipt of hereby acknowledged, The Fritz and Yolanda Gosalvez Trust March 19, 2012, Fritz Gosalvez, Trustee; to The Gosalvez Family Trust dated March 19, 2012, Tony J. Gosalvez (aka Javier Anthony Gosalvez) Trustee; to Simonyi Family Trust dated June 26, 2001, Steve Simonyi and Vicky Simonyi, Trustee, all as tenants in common, ("GRANTOR"), hereby GRANT to the County of Nevada, a Political Subdivision of the State of California, a Temporary Construction Easement ("TCE") over, upon and across all that real property in the unincorporated area of the County of Nevada, State of California, situated at 10063 Combie Road (APN 57-260-04) as delineated on Exhibits "I" and "J" attached hereto and made a part hereof.

This TCE shall be for the purpose of construction activities related to the County of Nevada's Combie Road Highway 49 Improvement Project including, but not limited to, and use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S commercial operations within the remainder property currently owned by GRANTOR.

This TCE shall become effective November 1, 2018 and shall terminate either upon GRANTOR receiving written notification of the completion of construction of that portion of the project or no later than October 31, 2020.

Dated: 10-24, 2018



Fritz Gosálvez, Trustee of The Fritz
and Yolanda Gosálvez Trust March
19, 2012



Tony J. Gosálvez (aka Javier Anthony
Gosálvez), Trustee of The Gosálvez
Family Trust dated March 19, 2012



Steve Simonyi, Trustee of Simonyi
Family Trust dated June 26, 2001



Vicky Simonyi, Trustee of Simonyi
Family Trust dated June 26, 2001

EXHIBIT J

TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 8 EAST, M.D.B & M., IN THE UNINCORPORATED TERRITORY OF NEVADA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4, AS SHOWN ON THE PARCEL MAP RECORDED ON APRIL 1, 2002, BOOK 19 OF MAPS AT PAGE 88 OF OFFICIAL RECORDS, NEVADA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 4, THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 4, S08°16'31"E, 30.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE S08°16'31"E, 31.17 FEET, THENCE LEAVING SAID EASTERLY LINE S60°41'33"W, 42.69 FEET, THENCE N84°47'10"W, 113.50 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF COMBIE ROAD, THENCE LEAVING SAID NORTHERLY LINE N79°17'51"E, 110.41 FEET, THENCE N60°41'38"E, 42.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING A TOTAL OF 2.961 SQUARE FEET, MORE OR LESS.

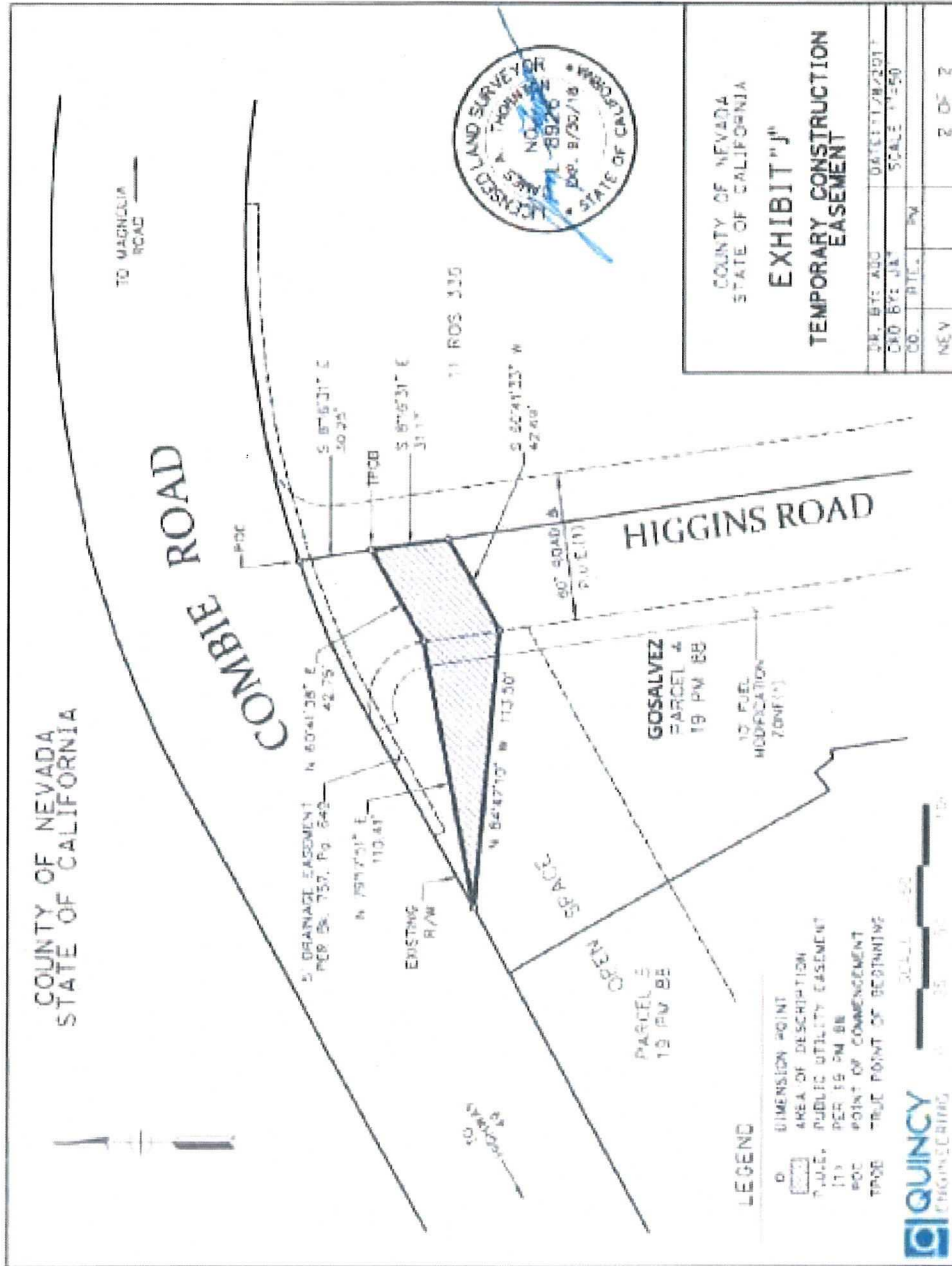
BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2, EPOCH DATE OF 1991.35.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

 11/8/17
JAMES A. THORNTON DATE
PLS L8926



EXHIBIT J



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 Placer)

On 10/24/18, before me, JEFFREY JOHN ALDAL Notary Public,
Here insert name and title of the officer

personally appeared Fritz Gosalvez, Tony J. Gosalvez (aka Javier Anthony Gosalvez), Steve Simonyi, Vicky Simonyi

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

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

WITNESS my hand and official seal.


Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

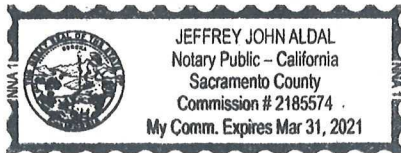
CIVIL CODE § 1189

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

State of California)
County of Placer)
On 12/24/19 before me, JEFFREY JOHN ALDAL, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Fritz Gonzalez, Tony J. Gonzalez, Lora Javier
Name(s) of Signer(s)
Anthony Gonzalez, Steve Simonyi, Vicky Simonyi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Placer)
On 10/24/18 before me, JEFFREY John Aldal, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Fritz Gosalvez, Tony J. Gosalvez (aka Javier
Anthony Gosalvez) Steve Simonski, Vicky Simonski
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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