



RESOLUTION No. 18-237

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AUTHORIZATION TO PURCHASE RIGHT-OF-WAY, A PERMANENT SLOPE EASEMENT, A PERMANENT PG&E UTILITY EASEMENT, A TEMPORARY CONSTRUCTION EASEMENT, AND A PERMANENT PUBLIC UTILITY EASEMENT FROM DARWISH LLC. FOR THE COMBIE ROAD RULE 20A UTILITY RELOCATION PROJECT – DISTRICT II

WHEREAS, the Combie Road Rule 20A Utility Relocation Project requires acquisition of a permanent PG&E utility easement, a permanent public utility easement, a permanent slope easement, a temporary construction easement and right-of-way from DARWISH LLC; and

WHEREAS, the County of Nevada desires to relocate utilities underground along Combie Road from the intersection of Highway 49 approximately 1,400' east as required to prepare for the Combie Road Widening Project scheduled for Fall 2018; and

WHEREAS, the acquisition of 847 square feet of right-of-way, a 5,926 square-foot slope easement, a 2,803 square-foot permanent PG&E utility easement, a 7,238 square foot temporary construction easement, and a 1,599 square-foot permanent public utility easement on property located at 21515 Higgins Road, Nevada County, California (APN 57-141-32), has successfully been negotiated; and

WHEREAS, the negotiated price of this easement is \$75,700, 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 1114-30154-702-1000/540120.

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

1. Approves the agreement for the acquisition of 847 square feet of right-of-way, a 5,926 square-foot slope easement, a 2,803 square foot permanent PG&E utility easement, a 7,238 square-foot temporary construction easement, and a 1,599 square-foot permanent public utility easement on property located at 21515 Higgins Road, Nevada County, California (APN 57-141-32) from Darwish LLC, in the amount of \$75,700, 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 12th day of June, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

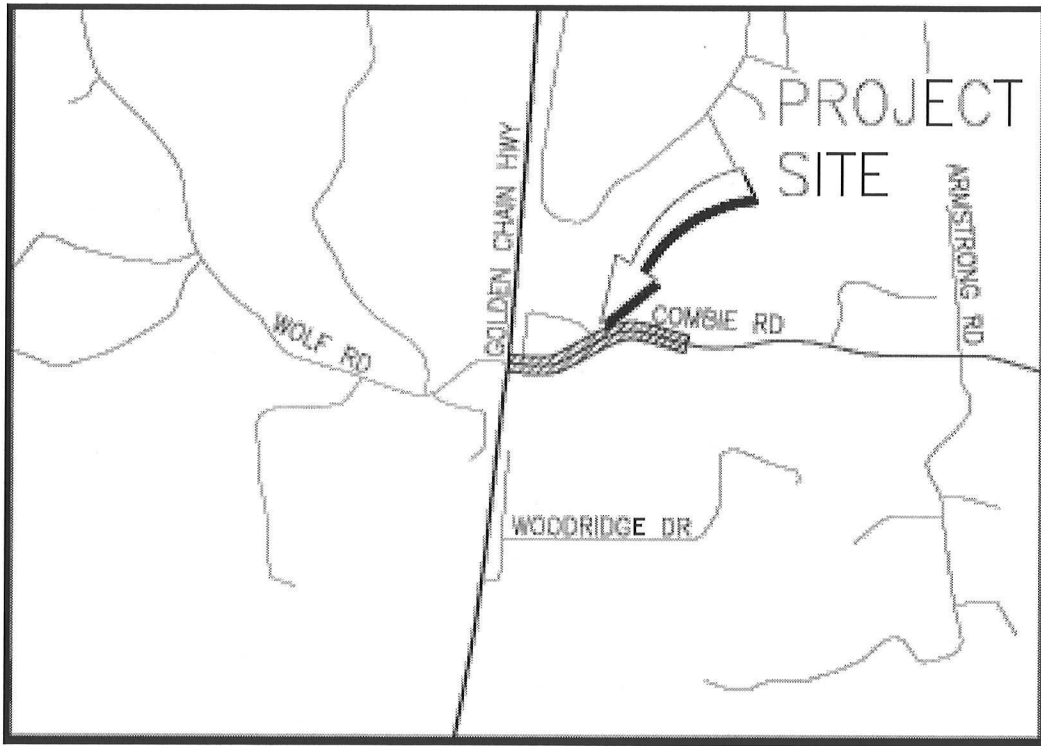
ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

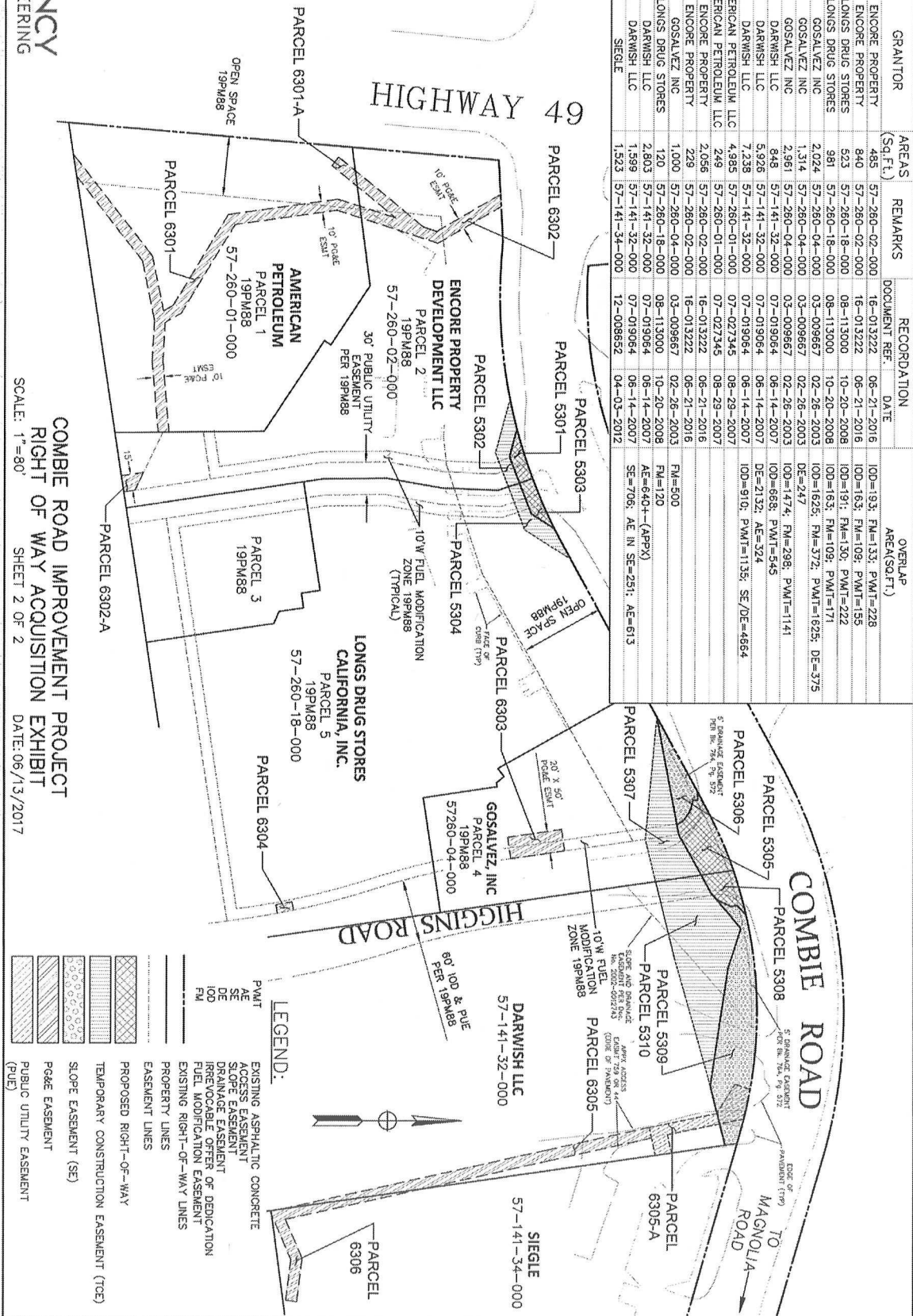
By: 


Edward Scofield, Chair

Exhibit A



P&R ACQ. NO.	GRANTOR	AREAS (SQ.FT.)	REMARKS	RECORDATION DOCUMENT REF.	DATE	OVERLAP AREA(SQ.FT.)	
5301	FEE	ENCORE PROPERTY	485	57-260-02-000	16-013222	06-21-2016	ID=193, FM=133, PWT=228
5302	TOE	ENCORE PROPERTY	840	57-260-02-000	16-013222	06-21-2016	ID=163, FM=109, PWT=155
5303	FEE	LONDS DRUG STORES	523	57-260-18-000	08-113000	10-20-2008	ID=191, FM=130, PWT=222
5304	TOE	LONDS DRUG STORES	981	57-260-18-000	08-113000	10-20-2008	ID=163, FM=109, PWT=171
5305	FEE	GOSALVEZ INC	2,024	57-260-04-000	03-09667	02-26-2003	ID=1625, FM=372, PWT=1625; DE=575
5306	SE	GOSALVEZ INC	1,314	57-260-04-000	03-09667	02-26-2003	DE=247
5307	TOE	GOSALVEZ INC	2,961	57-260-04-000	03-09667	02-26-2003	ID=1474, FM=288, PWT=1141
5308	FEE	DARWISH LLC	848	57-141-32-000	07-019064	06-14-2007	ID=658, PWT=645
5309	SE	DARWISH LLC	5,926	57-141-32-000	07-019064	06-14-2007	DE=324
5310	TOE	DARWISH LLC	7,238	57-141-32-000	07-019064	06-14-2007	ID=2132, FM=1135, SE/DE=4664
6301-A	POE	AMERICAN PETROLEUM LLC	4,985	57-260-01-000	07-027345	08-28-2007	ID=910, PWT=1155, SE/DE=4664
6302	POE	ENCORE PROPERTY	2,056	57-260-02-000	16-013222	06-21-2016	FM=500
6302-A	POE	ENCORE PROPERTY	229	57-260-02-000	16-013222	06-21-2016	FM=120
6304	POE	GOSALVEZ INC	1,000	57-260-04-000	03-09667	02-26-2003	FM=120
6304	POE	LONDS DRUG STORES	120	57-260-18-000	08-113000	10-20-2008	AE=640+1(APPE)
6305	POE	DARWISH LLC	2,803	57-141-32-000	07-019064	06-14-2007	SE=706, AE IN SE=251, AE=613
6305-A	PUE	DARWISH LLC	1,589	57-141-32-000	07-019064	06-14-2007	
6306	POE	SIEGLE	1,523	57-141-34-000	12-008662	04-03-2012	



GRANTOR: Darwish LLC
Project Name: Combie Road/Highway 49
Higgins Corners

APN: 57-141-32

COUNTY OF NEVADA PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between the COUNTY OF NEVADA, a Political Subdivision of the State of California (hereinafter referred to as COUNTY) and, DARWISH, LLC, a Limited Liability Company Registered in California (hereinafter referred to as GRANTOR). This Agreement is made with reference to the following facts:

WHEREAS, COUNTY desires to purchase a Fee interest, a Slope Easement, a Utility Easement a Pacific Gas and Electric (P&E) Easement and a Temporary Construction Easement (TCE) across portions of GRANTOR'S property identified as assessor's parcel number 57-141-32. GRANTOR is willing to convey to COUNTY, for the price and under the terms and conditions specified herein, a Fee interest comprised of 847± square feet evidenced by a Grant Deed Labeled Exhibit "A", and shown on the Legal Description and Plat Map Labeled Exhibits "B and C", a Slope Easement comprised of 5,926± square feet as evidenced by a Slope Easement Deed Labeled "Exhibit D" with attached Legal Description and Plat Map Labeled Exhibits "E and F" along with a PG&E Easement comprised of 2,803± square feet Labeled "Exhibit G," TCE Easement Deed labeled "Exhibit H" with accompanying Legal Description and Plat Map labeled "Exhibits I and J" and a Utility Easement Labeled "Exhibit K" with attached Legal Description and Plat Map labeled "Exhibit L and M," 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, Deeds suitable for recordation and conveying from GRANTOR to COUNTY, rights to the Property in the form set forth in the attached documents. The

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 Utility Easement Deed 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
Attachment A: Grant Deed	<u>X</u>	_____
Attachment B: Legal Description	<u>X</u>	_____
Attachment C: Map	<u>X</u>	_____
Attachment D: Slope Easement Deed	<u>X</u>	_____
Attachment E: Legal Description	<u>X</u>	_____
Attachment F: Map	<u>X</u>	_____
Attachment G: PG&E Deed & attached Map	<u>X</u>	_____
Attachment H: TCE Easement	<u>X</u>	_____
Attachment I: Legal Description	<u>X</u>	_____
Attachment J: Map	<u>X</u>	_____
Attachment K: Utility Easement Deed	<u>X</u>	_____
Attachment L: Legal Description	<u>X</u>	_____
Attachment M: Map	<u>X</u>	_____

GRANTOR: Darwish LLC
Project Name: Combie Road/Highway 49
Higgins Corners

APN: 57-141-32

2. COUNTY shall

- A. Pay the sum of SEVENTY FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$75,700) for the Property, and any improvements thereon (if applicable), 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 01000841-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.

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 acquisition areas 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.

GRANTOR: Darwish LLC
Project Name: Combie Road/Highway 49
Higgins Corners

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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 by 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 closing 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

GRANTOR: Darwish LLC
Project Name: Combie Road/Highway 49
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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 with the exception of that certain easement recorded in Nevada County on September 30, 1975 in Book 759 at Page 44, Document Number 16966, granted in favor of Gloria A. Siegle for the purpose of ingress and egress. Said easement affects that portion of the property being granted to COUNTY as a Public Utility Easement under this Agreement. It is understood and agreed between the parties to this Agreement that Gloria Siegle and her assigns shall have the continued right to use of that portion of the property previously encumbered by said easement for the purpose of ingress and egress. 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:

Name: Darwish LLC
Address: 773 Nevada Street Ext.
Nevada City, California 95959

TO: DIRECTOR OF PUBLIC WORKS

Address: 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.

GRANTOR: Darwish LLC
Project Name: Combie Road/Highway 49
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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.

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

GRANTOR: Darwish LLC
Project Name: Combie Road/Highway 49
Higgins Corners

APN: 57-141-32

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 12th day of June, 2018, and GRANTOR has caused this instrument to be executed on their behalf:

COUNTY OF NEVADA:

GRANTOR: Darwish LLC, a California Corporation

By: 

~~Richard A. Haffey~~

~~Title: County Executive Officer~~

Chairman
Nevada County Board of Supervisors

Date: 6/14/18

By: 

Mojtaba Seyed Monir

~~Its:~~ _____

Date: _____

APPROVED AS TO FORM;
Office of the County Counsel

By: 

Rhett Vanderploeg

Deputy County Counsel

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

**COUNTY OF NEVADA
ESCROW INSTRUCTIONS TO:**

Paul Avila, Escrow Officer
Fidelity National Title Company
1375 Exposition Boulevard, Suite 240
Sacramento, Ca 95815
(916) 646-6018 – Fax: (916) 646-6043

Date: April 19, 2018

Escrow No. 01000841-010-PA
Preliminary Report Date: November 30, 2016
Project: Combie Road Improvement Project
Assessor Parcel Number (APN): 57-141-32
Grantor: Darwish LLC
773 Nevada Street Ext.
Nevada City, CA 95959

Property Address: 21515 Higgins Road, Auburn CA

YOU ARE HANDED HEREWITH:

1. Demand of Grantor: Seventy Five Thousand Seven Hundred Dollars (\$75,700.00).
2. Grant Deed, Slope Easement Deed, Public Utility Easement Deed, PG&E Easement Deed and Temporary Construction Easement Deed which you are authorized to deliver or record when you can issue your standard form CLTA title insurance policy with a liability in the amount of \$65,000.00 on the property as described in documents handed you herewith for recording.

TITLE TO BE VESTED IN: The County of Nevada

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY NO: 01000841-PA

<u>Item No./Description</u>	<u>Action</u>
1, 2, 4A Taxes and assessments	Current taxes and assessment shall be cleared and prorated effective close of escrow
3 Roadway Easement (Combie Road)	County's use is compatible with this exception
4B Pacific Telephone	County's use is compatible with this exception
6 Nevada Co. Drainage Easement	County's use is compatible with this exception

THE FOLLOWING EXCEPTION(S) MAY NOT APPEAR IN THE TITLE POLICY NO: 01000841-PA

<u>Item No./Description</u>	<u>Action</u>
5 Private Road Easement.	Located outside acquisition area; this exception will be eliminated
8 Bank Assignment of Funds	Partial reconveyance, this exception will be eliminated
7, 9 Bank Deed of Trust	Partial reconveyance, this exception will be eliminated
10 Lease	A quitclaim deed will be secured to eliminate this exception (or if this lease is expired/or outside the acquisition area)
11 Rights of the Parties in Possession	CLTA policy is requested; therefore, this exception will be eliminated
13 Matters	CLTA policy is requested; therefore, this exception will be eliminated

Date: November 27, 2017
Escrow No.01000841-010-PA
Grantor Name: Darwish LLC
APN: 57-141-32

YOU HAVE UNTIL 90 DAYS FROM THE DATE OF THE CERTIFICATE OF ACCEPTANCE TO COMPLY WITH THESE INSTRUCTIONS. (Additional time may be allowed as required provided written demand to cancel by any party is not handed you after the time given to comply. The filing in public offices of any documents herein called for may preclude cancellation by less than all the parties hereto.) When you are ready to close this escrow, email a request for funds to Joshua Pack at The County of Nevada.

YOU ARE AUTHORIZED TO PAY UPON CLOSING THE FOLLOWING:

		GRANTOR	Nevada County/GRANTEE
1	Grantor Demand	\$75,700.00	Pay
2	Title Policy	-	Pay
3	Escrow Fee	-	Pay

All disbursements are to be made by check from Fidelity National Title Insurance Company.

INSTRUCTIONS FROM GRANTOR: You are hereby authorized to record and/or deliver the attached documents to the County of Nevada on receipt of a warrant in the amount of \$75,700.00 with final remainder payment to Grantor, subject to any demands of Lender, lien or encumbrance holders.

You are authorized to obtain any required partial reconveyance/subordination from the following Lender(s), financial lien or financial encumbrance:

Lender: _____

Loan No.: _____

Address: _____

Telephone: _____

Please remit remainder to Grantor.

GRANTOR: Darwish LLC

By: 
Mojtaba Seyed Monir

Its: _____

Date: _____

APPROVED: 
County of Nevada

ACCEPTED: _____
Fidelity National Title Insurance Company

Recording Requested by
and

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: Combie Road Highway 49 Improvement Project

GRANT DEED

APN: 57-141-32

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DARWISH LLC., a Limited Liability Company Registered in California GRANTS 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 Nevada County, as described in Exhibits "B" and "C" attached hereto and made a part hereof.

Dated: 4/6/18

DARWISH LLC, a California Corporation

By: 

Mojtaba Seyed Monir

By: _____

EXHIBIT B

EXHIBIT "B"

A PORTION OF THE SOUTH 1/2 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 THE PARCEL DESCRIBED IN THE DOCUMENT RECORDED ON JUNE 14, 2007 AT DOCUMENT NO. 2007-0019084-00 OF OFFICIAL RECORDS, NEVADA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF COMBIE ROAD, EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIAL BEARING OF S19°16'10"E, A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 6°06'06", AND A LENGTH OF 42.60 FEET;

THENCE LEAVING SAID NORTHERLY LINE S45°08'06"W, 11.99 FEET

THENCE S09°48'01"E, 6.05 FEET

THENCE S25°55'29"W, 14.43 FEET

THENCE S49°47'17"W, 7.67 FEET

THENCE S60°41'38"W, 19.37 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID PARCEL


THENCE ALONG SAID WESTERLY LINE N08°16'31"W, 30.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

CONTAINING A TOTAL OF 847 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

EXHIBIT "B" BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION


JAMES A. THORNTON
PLS L8926

8/4/17
DATE

PAGE 1 OF 2



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 Nevada)
 On 4/6/2018 before me, D. Demarco, notary public
 Date Here Insert Name and Title of the Officer
 personally appeared Mojtaba Seyed monir
 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 D. Demarco
 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: _____

Recording Requested by
and

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: Combie Road/49 Project

SLOPE EASEMENT DEED

APN: 57-141-32

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Darwish LLC, a Limited Liability Company registered in California, hereinafter referred to as "Grantor", GRANT(S) to the COUNTY OF NEVADA, a Political Subdivision of the State of California and its successors and assigns, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove and use public roadway facilities, together with a right of way therefore, within the easement area as herein after set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the County of Nevada, State of California, more particular described as Exhibits "E and F", attached hereto and made a part hereof. Grantor further grants to Agency 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.

Grantor shall retain the right to fully use and enjoy said easement area in a manner that will not unreasonably interfere with use by the COUNTY, its successors or assigns. This includes, but is not limited to, the right to use said easement area for ingress and egress, parking passenger vehicles and light trucks (pickups and vans). Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area. Agency shall not install facilities in the easement area in any location that would unreasonably interfere with Grantor's use of the easement area for ingress and egress.

This Grant is made subject to that certain easement recorded in Nevada County on September 30, 1975 in Book 759 at Page 44, Document Number 16966, granted in favor of Gloria A. Siegle for the purpose of ingress and egress. Said easement affects that portion of the property being granted to COUNTY as a Public Utility Easement under this Agreement. It is understood and agreed between the parties to this Agreement that Gloria Siegle and her assigns shall have the continued right to use of that portion of the property previously encumbered by said easement for the purpose of ingress and egress.

Dated: 4/19/2018

Darwish LLC, a Limited Liability Company

By: Mojtaba Seyed Monir

Mojtaba Seyed Monir

Its: _____

EXHIBIT E

A PORTION OF THE SOUTH 1/2 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 THE PARCEL DESCRIBED IN THE DOCUMENT RECORDED ON JUNE 14, 2007 AT DOCUMENT NO. 2007-0019064-00 OF OFFICIAL RECORDS, NEVADA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF COMBIE ROAD, THENCE $N73^{\circ}52'42''W$, 9.32 FEET, THENCE WESTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF $29^{\circ}17'19''$, AND A LENGTH OF 204.47 FEET,

THENCE LEAVING SAID NORTHERLY LINE $S45^{\circ}08'06''W$, 11.99 FEET;
THENCE $S09^{\circ}48'01''E$, 6.05 FEET;
THENCE $S25^{\circ}55'29''W$, 14.43 FEET;
THENCE $N49^{\circ}47'17''E$, 34.99 FEET;
THENCE $S71^{\circ}49'04''E$, 38.33 FEET;
THENCE $S81^{\circ}39'06''E$, 110.10 FEET;
THENCE $N75^{\circ}54'49''E$, 56.17 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID PARCEL;
THENCE ALONG SAID EASTERLY LINE $N08^{\circ}16'31''W$, 11.40 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 5,926 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.

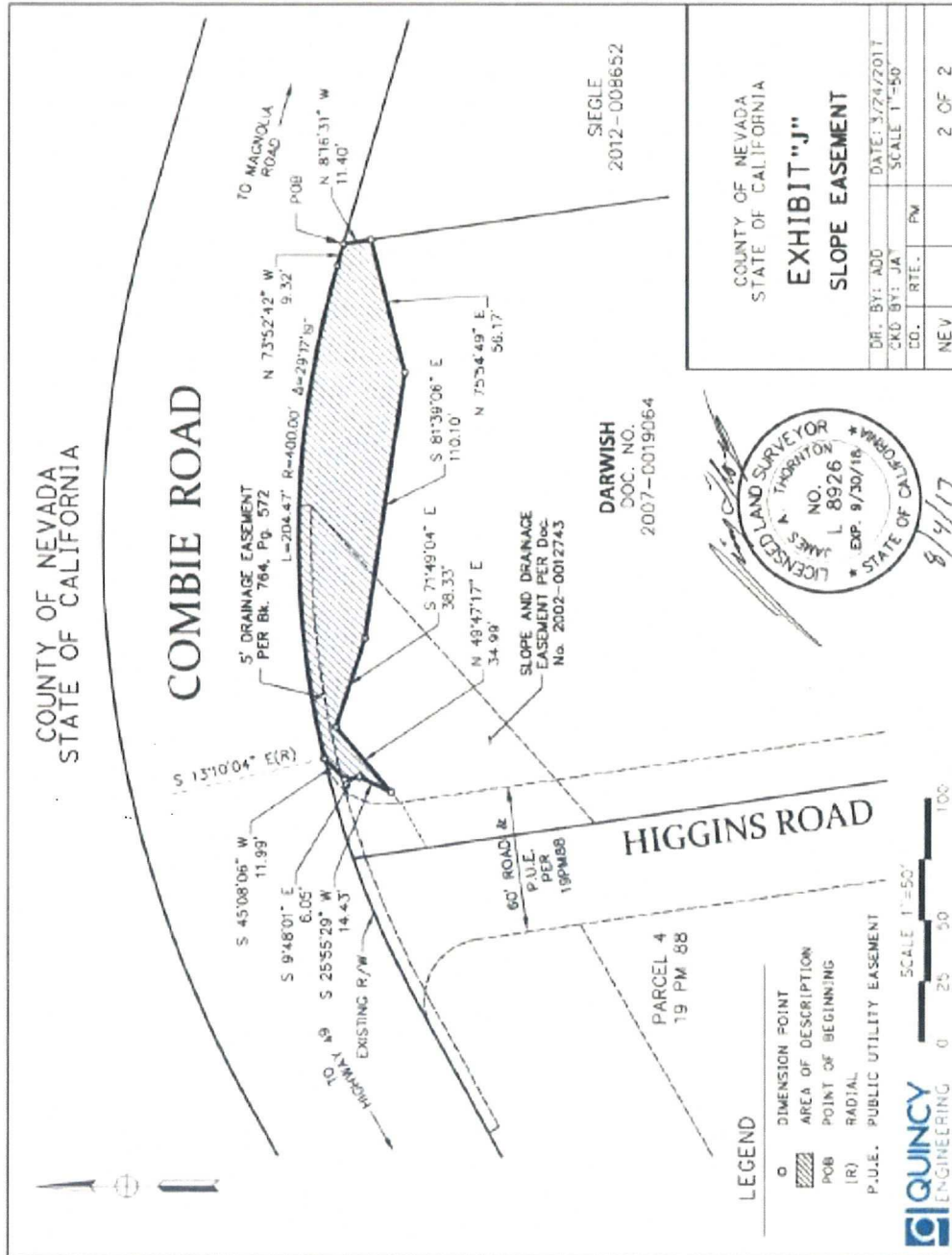
EXHIBIT 'B' BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION.


JAMES A. THORNTON DATE
PLS L8926

PAGE 1 OF 2



EXHIBIT F



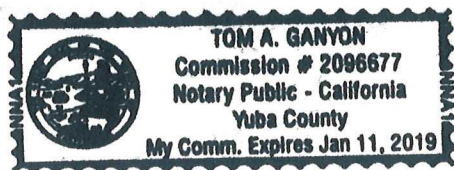
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 NEVADA)
 On APRIL 19, 2018 before me, TOM A. GANYON notary public
 Date Here Insert Name and Title of the Officer
 personally appeared MOJTABA SEYED MONIR
 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 [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: _____

Distribution Easement (Rev. 11/15)

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 \$ 0

- ☐ 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# 2114-08-0942

EASEMENT DEED

PM 31144652

DARWISH LLC,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter 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 57-141-32)

The parcel of land described in the deed from Stan Spencer, as trustee of the Emily L. Spencer Trust to Darwish LLC, dated June 8, 2007 and recorded as Recorder's Serial Number 2007-0019064 in the Official Records of Nevada County.

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 strips of land of the uniform widths of 10 and 15 feet, lying 5 and 7.5 feet respectively on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing marked Exhibit A-1 attached hereto and made a part hereof.

Grantee will survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

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.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

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: 4-19-2018

Darwish LLC

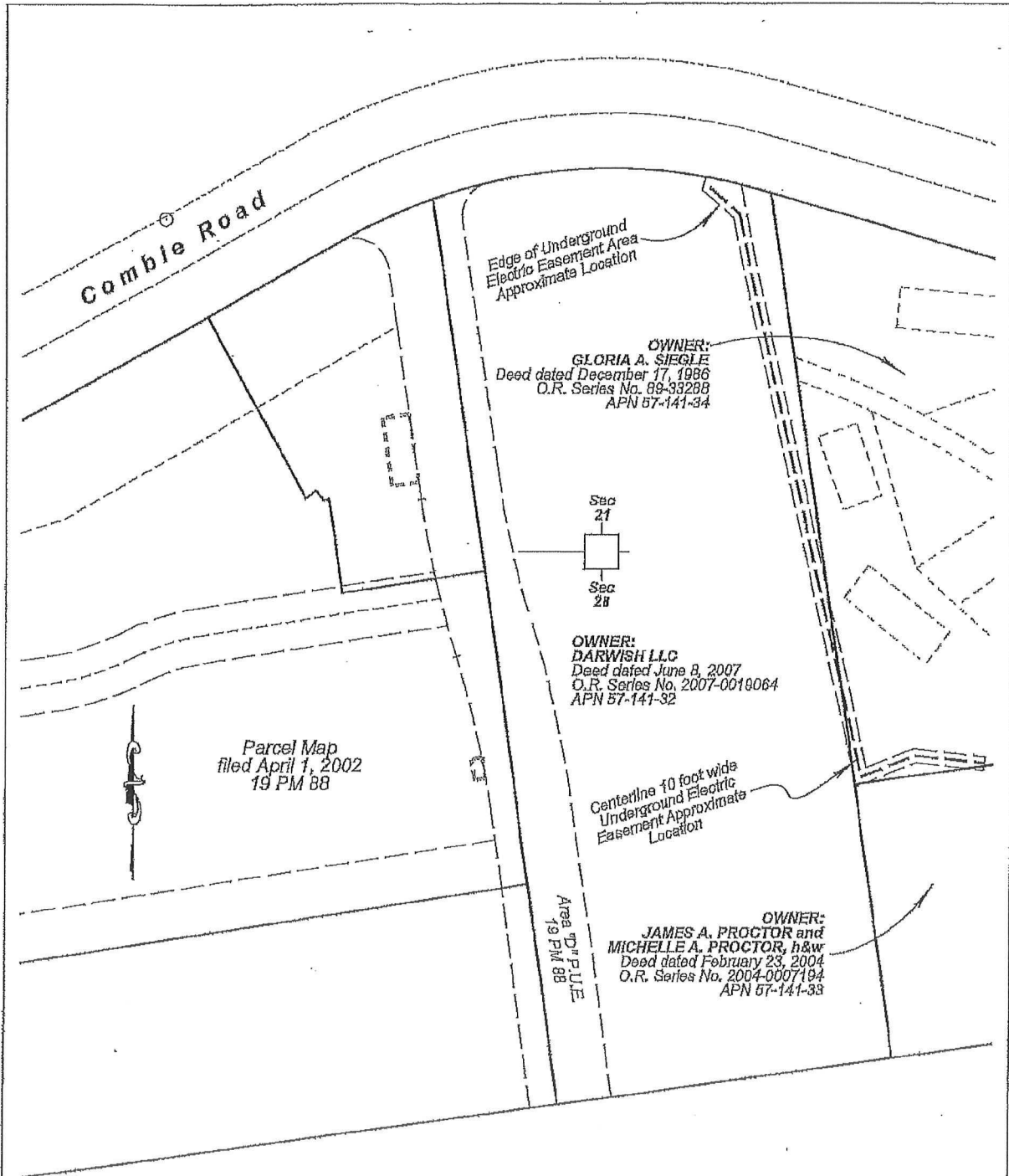
By


MOSTABA SEYED MONIA
Print Name and Title

By

Print Name and Title

EXHIBIT A-1



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

Project: Nevada County - Comble Road Rule 20A Phase 3					SCALE 1"=100'	DATE 03/21/2017
SECTION SW SE Sec 21	TOWNSHIP 14N	RANGE 8E	MERIDIAN MDM	COUNTY OF: Nevada	CITY OF: N/A	
UNIFIED MAP GRID AV116-K21 (Plat Map R-08-03)				F.B.:	DR.BY: M7M5	CH.BY: GPY1
REFERENCES 14 RS 103, 19 PM 88				PG&E	Sierra DIVISION	31144652 AUTHORIZ DRAWING NO.

Attach to LD 2114-08-0942

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, SW ¼ of SE ¼; Sec. 28, NW ¼ of NE ¼, NE ¼ of NW ¼

FERC License Number(s): N/A

PG&E Drawing Number(s): 31144652

UNIFIED MAP GRID.: AV116-K21

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

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 NEVADA

On APRIL 19, 2018, before me, TOM A. GANYON Notary Public,
Here insert name and title of the officer
personally appeared MUSTAFA SYED MONIR

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.

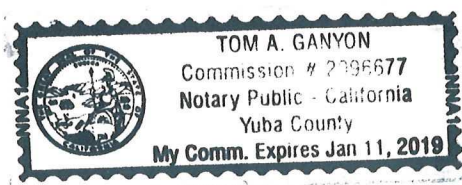


Signature of Notary Public

(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 _____



Recording Requested by
and
When Recorded Return to:

The County of Nevada
950 Maidu
Nevada City, CA 95555
Public Works Department
PLEASE DO NOT RECORD

**TEMPORARY CONSTRUCTION EASEMENT
APN 57-141-32**

For valuable consideration receipt of which is hereby acknowledged, Darwish LLC., a California Limited Liability Corporation (GRANTOR), hereby Grants to Nevada County (COUNTY), 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 21515 Combie Road (APN 57-141-32) as described in 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 restaurant business operations within the remainder property currently owned by GRANTOR.

This TCE shall become effective July 1, 2018 and shall terminate upon completion of construction, or no later than June 30, 2019. GRANTOR agrees that upon the expiration of the TCE, COUNTY has the option to extend the term of the TCE as to the entire TCE area. The rate for the extended use of the TCE area shall be \$458.00 per month. COUNTY shall provide GRANTOR with notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

Dated: 5/8/2018

DARWISH LLC., a California Corporation

By: 
Mojtaba Seyed Monir.

Its: 

EXHIBIT I


A PORTION OF THE SOUTH 1/2 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 THE PARCEL DESCRIBED IN THE DOCUMENT RECORDED ON JUNE 14, 2007 AT DOCUMENT NO. 2007-0019064-00 OF OFFICIAL RECORDS, NEVADA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AT THE NORTHWESTERLY CORNER OF THE ABOVE DESCRIBED PARCEL;
THENCE ALONG THE WESTERLY LINE OF THE ABOVE DESCRIBED PARCEL S08°16'31"E, 30.25 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WESTERLY LINE S08°16'31"E, 42.58 FEET;
THENCE LEAVING SAID WESTERLY LINE N76°07'07"E, 72.69 FEET;
THENCE N74°02'35"E, 122.87 FEET;
THENCE N81°39'06"W, 110.10 FEET;
THENCE N71°49'04"W, 38.33 FEET;
THENCE S49°47'17"W, 42.66 FEET;
THENCE S60°41'38"W, 19.37 FEET MORE OR LESS TO THE POINT OF BEGINNING;

CONTAINING A TOTAL OF 7,238 SQUARE FEET, MORE OR LESS.

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

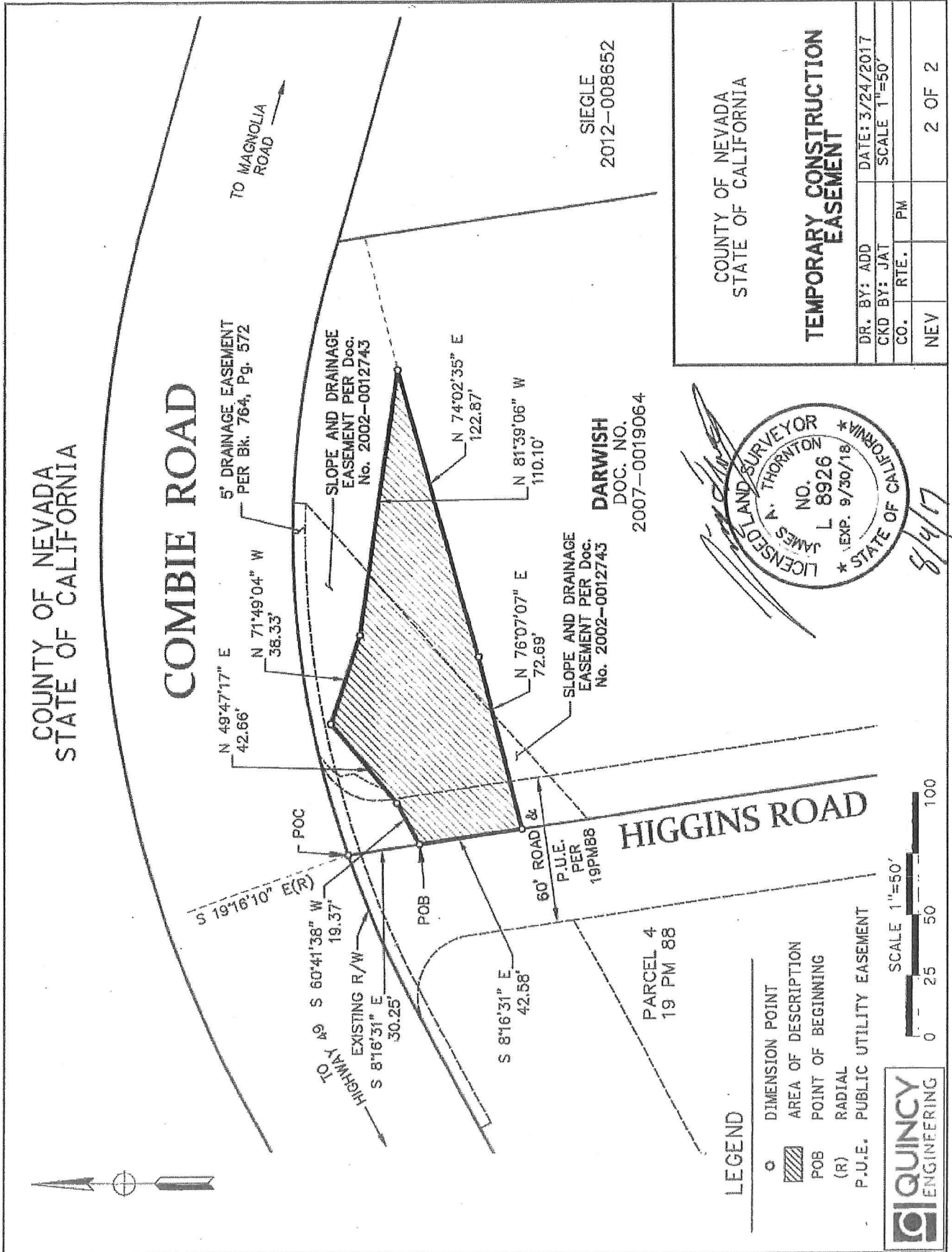
THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

 8/9/17
JAMES A. THORNTON DATE
PLS L8926

PAGE 1 OF 2



EXHIBIT J



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 Nevada)
 On 5/8/18 before me, JOE A. Zapata,
 Date Here Insert Name and Title of the Officer
 personally appeared MOSTABE SEYED MONIK
 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 _____
 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: _____

Recording Requested by
and

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: Combie Road/49 Project

PUBLIC UTILITY EASEMENT DEED

APN: 57-141-32

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Darwish LLC, a Limited Liability Company registered in California, hereinafter referred to as "Grantor", GRANTS to the COUNTY OF NEVADA, a Political Subdivision of the State of California, and its successors and assigns, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove and use public utility facilities, together with a right of way therefore, within the easement area as herein after set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the County of Nevada, State of California, more particularly described in Exhibits "L and M", attached hereto and made a part hereof. Grantor further grants to Agency 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.

Grantor shall retain the right to fully use and enjoy said easement area in a manner that will not unreasonably interfere with use by the COUNTY, its successors or assigns. This includes, but is not limited to, the right to use said easement area for ingress and egress, parking passenger vehicles and light trucks (pickups and vans). Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area. Agency shall not install facilities in the easement area in any location that would unreasonably interfere with Grantor's use of the easement area for ingress and egress.

This Grant is made subject to that certain easement recorded in Nevada County on September 30, 1975 in Book 759 at Page 44, Document Number 16966, granted in favor of Gloria A. Siegle for the purpose of ingress and egress. Said easement affects that portion of the property being granted to COUNTY as a Public Utility Easement under this Agreement. It is understood and agreed between the parties to this Agreement that Gloria Siegle and her assigns shall have the continued right to use of that portion of the property previously encumbered by said easement for the purpose of ingress and egress.

Dated: 4/19/2018

By: 
Mojtaba Seyed Monir

It's: _____

EXHIBIT L

UTILITY EASEMENT LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT

A PORTION OF THE SOUTH 1/2 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 THE PARCEL DESCRIBED IN THE DOCUMENT RECORDED ON JUNE 14, 2007 AT DOCUMENT NO. 2007-0019064-00 OF OFFICIAL RECORDS, NEVADA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF COMBIE ROAD, N73°52'42"W, 9.32 FEET; THENCE WESTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 02°00'53", AND A LENGTH OF 14.07 FEET TO THE POINT OF BEGINNING;


THENCE WESTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 04°00'11", AND A LENGTH OF 27.95 FEET;
THENCE LEAVING SAID NORTHERLY LINE S18°01'59"W, 14.92 FEET;
THENCE S57°54'21"E, 31.78 FEET;
THENCE S11°38'54"E, 63.63 FEET;
THENCE N77°51'50"E, 26.30 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;
THENCE ALONG SAID EASTERLY LINE N8°16'31"W, 15.03 FEET;
THENCE LEAVING SAID EASTERLY LINE S77°51'50"W, 17.19 FEET;
THENCE N11°38'54"W, 72.23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,599 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.

EXHIBIT "B" BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION.

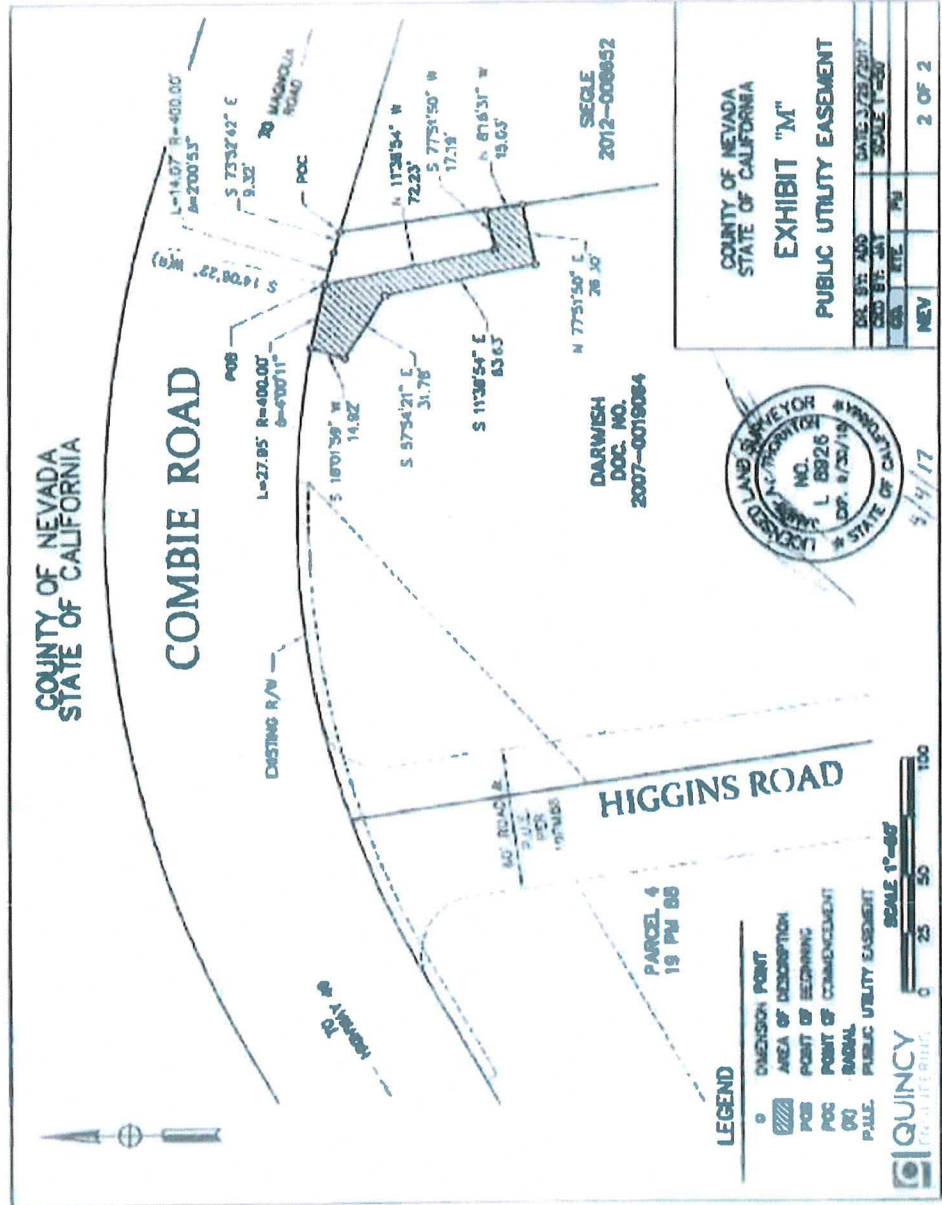

JAMES A. THORNTON
PLS L8926

DATE

PAGE 1 OF 2



EXHIBIT M



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

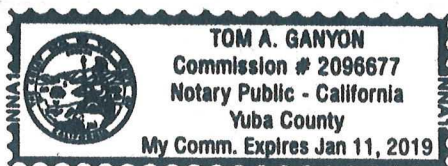
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of NEVADA)
 On APRIL 19, 2018 before me, TOM A. GANYON notary public
 Date Here Insert Name and Title of the Officer
 personally appeared MOJTABA SEYED MONIR
 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 [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: DEED Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MOJTABA SEYED MONIR
☐ 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: _____


Project: Combie Road Corridor Improvement Project
Parcel No: APN: 057-141-32

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. I have personally inspected the subject property herein appraised and afforded the property owner, or his designated representative, the opportunity to accompany the appraisers at the time of inspection.
2. To the best of my knowledge and belief the statements of fact contained in this appraisal report are true and the information upon which the opinions expressed therein as based is correct, subject to the assumptions and limiting conditions set forth in the appraisal.
3. I understand that such appraisal is to be used in connection with the acquisition of the subject property by Quincy Engineering, on behalf of Nevada County for the Combie Road Corridor Improvement Project.
4. The analyses, opinions, and conclusions contained in this report are our personal, impartial, unbiased and professional analyses, opinions and conclusions, and are limited only by the reported assumptions and limiting conditions of this report.
5. This appraisal has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, regulations and policies and procedures applicable to eminent domain real estate appraisals, and, that to the best of my knowledge, no portion of the value assigned to such properties consists of items which are non-compensable under established law of California.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.
7. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
8. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
9. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
10. The out-of-context quoting from, or partial reprinting of, this report is not authorized.

11. I have not revealed the findings and/or results of this appraisal to anyone other than Quincy Engineering and the proper officials of the County of Nevada, and we will not do so until so authorized by the client, or until I am required to do so by due process of law, or until I am relieved of this obligation by having publicly testified as to such findings.
12. Amy J. Woodward is a Certified General Appraiser in the State of California.
13. As of the date of this report, I Amy J. Woodward, have completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
15. I have not provided any services on this property within the last three years.
16. David B. Wraa, Amy Woodward and Alysia Ballantyne collectively assisted in the research, analyses and writing of the Master Appraisal report.


Amy J. Woodward
California Certified General
Real Estate Appraiser
Certificate No. AG044210

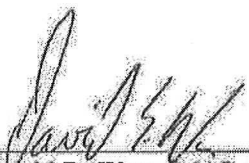
Project: Combie Road Corridor Improvement Project
Parcel No: APN: 057-141-32

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. I have personally inspected the subject property herein appraised and afforded the property owner, or his designated representative, the opportunity to accompany the appraisers at the time of inspection.
2. To the best of my knowledge and belief the statements of fact contained in this appraisal report are true and the information upon which the opinions expressed therein as based is correct, subject to the assumptions and limiting conditions set forth in the appraisal.
3. I understand that such appraisal is to be used in connection with the acquisition of the subject property by Quincy Engineering, on behalf of Nevada County for the Combie Road Corridor Improvement Project.
4. The analyses, opinions, and conclusions contained in this report are our personal, impartial, unbiased and professional analyses, opinions and conclusions, and are limited only by the reported assumptions and limiting conditions of this report.
5. This appraisal has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, regulations and policies and procedures applicable to eminent domain real estate appraisals, and, that to the best of my knowledge, no portion of the value assigned to such properties consists of items which are non-compensable under established law of California.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformance with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.
7. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
8. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
9. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
10. The out-of-context quoting from, or partial reprinting of, this report is not authorized.

11. I have not revealed the findings and/or results of this appraisal to anyone other than Quincy Engineering and the proper officials of the County of Nevada, and we will not do so until so authorized by the client, or until I am required to do so by due process of law, or until I am relieved of this obligation by having publicly testified as to such findings.
12. David B. Wraa is a Certified General Appraiser in the State of California.
13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. As of the date of this report, I, David B. Wraa, MAI, ARA, AI-GRS have completed the requirements of the continuing education program of the Appraisal Institute.
15. I have not provided any services on this property within the last three years.
16. David B. Wraa, Amy Woodward and Alysia Ballantyne collectively assisted in the research, analyses and writing of the Master Appraisal report.



David B. Wraa, MAI, ARA, AI-GRS
California Certified General
Real Estate Appraiser
Certificate No. AG023713