

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF GRASS VALLEY
Attn.: City Clerk
125 East Main Street
Grass Valley, CA 95945

(Space above for Recorder's use only.)

GRANT OF OPEN SPACE EASEMENT TO THE CITY OF GRASS VALLEY

THIS GRANT OF OPEN SPACE EASEMENT ("Agreement") is made as of this _____ day of _____, 2023 by GVC Property 18 LLC, a California limited liability company ("Grantor"), and the City of Grass Valley, a municipal corporation ("Grantee").

RECITALS

- A. Grantor is the owner in fee simple of that certain real property Easterly of Brunswick Road described and recorded in Document No.2018-021263, Official Records, County of Nevada, State of California and incorporated herein by this reference "The Property").
- B. Portions of the "The Property" possess natural, wildlife habitat and open space values (collectively "Conservation Values").
- C. The preservation of open space, wildlife habitat lands and scenic vistas is consistent with the adopted policies of the State of California, the County of Nevada and the City of Grass Valley.
- D. A portion of the Property containing such Conservation Values will be protected as open space in perpetuity pursuant to this Agreement, as said portion is described on Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference (the "Open Space Easement").
- E. Grantor, as owner of the Property, intends to convey to Grantee an open space easement over a portion of the Open Space Property, including the right to enforce the protection, in perpetuity, of the natural, scenic, historical, open space and other Conservation Values of the Open Space Easement area, pursuant to the restrictions contained herein.
- F. Grantee is authorized to implement and/or enforce a program of natural area conservation and stewardship.
- G. The parties herein agree to preserve and protect in perpetuity the Conservation Values of the Open Space Property, for the benefit of this generation and generations to come, with the primary obligation of conveyance falling upon Grantor or its successors and assigns and the primary responsibility of enforcement falling upon Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the above and for a valuable consideration, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants to Grantee an open space easement (the "Easement") in perpetuity over the Open Space Property, Area A upon the following terms and conditions:

1. Purpose. The purpose of this Easement is to assure that the Open Space Property will be retained in perpetuity generally in its natural, scenic and open space condition and to prevent any use of the Open Space Property, that will significantly impair or interfere with its Conservation Values. Accordingly, this Easement restricts the use of the Open Space Property, Area A to uses that do not degrade the Conservation Values, including hiking and biking trails (which may be paved), equestrian trails, wildlife enhancement, ecological enhancement treatments, timber harvest (for enhancing wildlife habitat, fuels reduction, removal of hazards and appropriate thinning), signage, drainage facilities, trail infrastructure, picnic areas (which may include the construction, use and maintenance of shelters related to such picnic areas), nature study, enjoyment of views (which may include the construction, use and maintenance of viewing decks and viewing facilities), open space, temporary uses that do not degrade the Conservation Values, natural habitat, water wells and infrastructure, and environmental protection consistent with this Easement, along with roadways and roadway uses and infrastructure and utilities, which roadway infrastructure and utility locations may be modified and/or relocated but not substantially expanded in land coverage over the Open Space Property.
2. Rights of Grantee. To accomplish the purposes of this Easement, Grantor conveys to Grantee the right to enter upon the Open Space Property at reasonable times following notice to identify the current condition of the Open Space Property and monitor compliance with the terms of this Easement and to take all steps reasonably necessary to prevent or mitigate any activity or condition on the Open Space Property which is inconsistent with the purposes of this Easement.
3. Prohibited Uses. Any activity on or use of the Open Space Property that is inconsistent with the purposes of this Easement is prohibited, including development of commercial, industrial or residential uses, mineral exploration, hunting, discharge of firearms and use of off-road vehicles.
4. Reserved Rights. Grantor reserves unto itself and to its successors and assigns all rights which are not transferred and conveyed by this Agreement and which are not inconsistent with the purposes of this Easement, including motorized and non-commercial uses, which do not substantially diminish or detract from the Conservation Values of the Open Space Property, Trails, utilities, roads and roadway uses as per the Loma Rica Specific Plan, appropriately designed fencing, signage, culverts, landscaping, mailbox areas, utilities, easements and other appropriate improvements.
5. Maintenance. Grantor or its successors retain the responsibility for ownership, operation, upkeep and maintenance of the Open Space Property and for payment of real property taxes.
6. Extinguishment. If circumstances arise in the future which render the purposes of this Easement impossible to accomplish, this Easement may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction or by mutual agreement of the parties.
7. Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement. The parties' consent to any such amendment shall not unreasonably be withheld. Any such

amendment shall be in writing and recorded in the Official Records of the County of Nevada, California.

8. Notices. Any notice, demand, request or communication that any party desires shall be in writing and delivered as follows:

To Grantor: GVC Property 18, LLC
Attn.: Thomas A. Baldacci
12885 Alcosta Blvd. Suite A
San Ramon, CA 94583

To Grantee: City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

9. Recordation. When effective, this instrument shall be recorded by Grantor or Grantee in the Official Records of the County of Nevada, California.

10. General Provisions.

- a. The interpretation and performance of this Agreement shall be governed by the laws of the State of California with venue in the County of Nevada.
- b. This Agreement is made for the sole benefit and protection of Grantor and Grantee and their respective successors and assigns and no other entity, person or party shall have any right of action under this Agreement or any right to enforce the terms and provisions hereof.
- c. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Open Space Property, Area A. It is anticipated that Grantor will ultimately convey the Open Space Property, Area A to its successor, the Gray's Crossing Master Association, at which time Grantor shall be released of liability from this Agreement.

GRANTOR:

GVC Property 18, LLC

By: _____

Name: _____

Title: _____

GRANTEE:

City of Grass Valley, a municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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 _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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 _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
Open Space Easement

All that real property situated in the incorporated City of Grass Valley, County of Nevada, State of California, being a portion of Sections 24 and 25, Township 16 North, Range 8 East, and Sections 19 and 30, Township 16, Range 9 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

Beginning at a point on the easterly right of way line of Brunswick Road, being the northwesterly corner of Resultant Parcel 3 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045279, Official Records of Nevada County. Thence from said point of beginning along the boundary of said Resultant Parcel 3 the following four (4) courses:

- 1) Thence North 70°10'50" East, 137.48 feet;
- 2) Thence North 61°42'00" East, 182.98 feet;
- 3) Thence North 55°32'00" East, 173.63 feet;
- 4) Thence North 63°54'00" East, 200.00 feet to the northeasterly corner of said Resultant Parcel 3 and the northwesterly corner of Resultant Parcel 4 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045280, Official Records of Nevada County;

Thence along the boundary of said Resultant Parcel 4 the following twelve (12) courses:

- 1) Thence North 63°54'00" East, 87.84 feet;
- 2) Thence North 40°02'00" East, 148.07 feet;
- 3) Thence North 53°16'00" East, 80.63 feet;
- 4) Thence North 64°17'00" East, 25.65 feet;
- 5) Thence North 01°21'00" West, 371.13 feet;
- 6) Thence North 88°55'19" East, 1,347.22 feet;
- 7) Thence North 86°44'23" East, 36.24 feet;
- 8) Thence North 07°32'39" West, 45.64 feet;
- 9) Thence North 82°27'21" East, 600.00 feet;
- 10) Thence South 07°32'39" East, 90.56 feet;
- 11) Thence North 86°44'16" East, 1,989.75 feet to the northeasterly corner of said Resultant Parcel 4;
- 12) Thence South 01°18'43" East, 350.00 feet to the southeasterly corner of said Resultant Parcel 4 and the northeasterly corner of Resultant Parcel 5 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045281, Official Records of Nevada County;



LEGAL DESCRIPTION(continued)

Thence along the boundary of said Resultant Parcel 5 the following eighteen (18) courses:

- 1) Thence South $01^{\circ}18'43''$ East, 966.97 feet;
- 2) Thence South $01^{\circ}20'13''$ East, 385.73 feet to the southeasterly corner of Said Resultant Parcel 5;
- 3) Thence South $71^{\circ}37'00''$ West, 47.28 feet;
- 4) Thence along the arc of a curve to the left having a radius of 485.00 feet, a delta angle of $19^{\circ}17'00''$ and an arc length of 163.23 feet;
- 5) Thence South $52^{\circ}20'00''$ West, 117.98 feet;
- 6) Thence along the arc of a curve to the right having a radius of 315.00 feet, a delta angle of $56^{\circ}19'00''$ and an arc length of 309.62 feet;
- 7) Thence North $71^{\circ}21'00''$ West, 123.19 feet;
- 8) Thence along the arc of a curve to the left having a radius of 385.00 feet, a delta angle of $13^{\circ}35'00''$ and an arc length of 91.27 feet;
- 9) Thence North $84^{\circ}56'00''$ West, 83.48 feet;
- 10) Thence along the arc of a curve to the right having a radius of 715.00 feet, a delta angle of $04^{\circ}30'00''$ and an arc length of 56.16 feet;
- 11) Thence North $80^{\circ}26'00''$ West, 149.84 feet;
- 12) Thence along the arc of a curve to the right having a radius of 615.00 feet, a delta angle of $18^{\circ}50'00''$ and an arc length of 202.15 feet;
- 13) Thence North $61^{\circ}36'00''$ West, 118.77 feet;
- 14) Thence North $29^{\circ}41'18''$ East, 66.34 feet;
- 15) Thence North $60^{\circ}18'42''$ West, 150.00 feet;
- 16) Thence North $29^{\circ}41'18''$ East, 10.00 feet;
- 17) Thence South $60^{\circ}18'42''$ East, 71.21 feet;
- 18) Thence along the arc of a curve to the left having a radius of 490.00 feet, a delta angle of $04^{\circ}01'48''$ and an arc length of 34.46 feet;

Thence leaving the boundary of said Resultant Parcel 5 the following fifty-eight (58) Courses:

- 1) Thence North $08^{\circ}59'56''$ West, 280.96 feet;
- 2) Thence North $30^{\circ}55'41''$ West, 75.22 feet;
- 3) Thence South $48^{\circ}05'13''$ West, 112.32 feet;
- 4) Thence along the arc of a curve to the right having a radius of 130.00 feet, a delta angle of $23^{\circ}55'53''$ and an arc length of 54.30 feet;
- 5) Thence South $72^{\circ}01'06''$ West, 132.18 feet;
- 6) Thence South $45^{\circ}00'33''$ West, 151.90 feet;
- 7) Thence South $76^{\circ}42'48''$ West, 157.80 feet;
- 8) Thence South $43^{\circ}34'40''$ West, 80.99 feet;
- 9) Thence South $57^{\circ}49'41''$ West, 198.68 feet;



LEGAL DESCRIPTION(continued)

- 10) Thence South 45°39'10" West, 175.30 feet;
- 11) Thence South 48°48'54" West, 210.60 feet;
- 12) Thence South 82°57'38" West, 360.20 feet;
- 13) Thence North 45°18'41" West, 83.70 feet;
- 14) Thence South 75°47'41" West, 135.87 feet;
- 15) Thence South 45°19'45" West, 141.53 feet;
- 16) Thence South 75°14'23" West, 219.23 feet;
- 17) Thence South 68°40'43" West, 416.71 feet;
- 18) Thence North 76°02'54" West, 103.23 feet;
- 19) Thence South 58°38'55" West, 318.29 feet;
- 20) Thence North 81°22'30" West, 146.87 feet;
- 21) Thence South 31°04'14" West, 323.39 feet;
- 22) Thence South 75°51'20" West, 273.15 feet to the easterly right of way line of Brunswick Road;
- 23) Thence North 06°09'11" West, 70.69 feet along the easterly right of way line of Brunswick Road;
- 24) Thence leaving said easterly Brunswick Road right of way North 75°51'20" East, 234.49 feet;
- 25) Thence North 31°04'14" East, 316.37 feet;
- 26) Thence North 65°15'18" East, 42.00 feet;
- 27) Thence South 81°22'30" East, 142.70 feet;
- 28) Thence North 58°38'55" East, 322.04 feet;
- 29) Thence South 76°02'54" East, 110.19 feet;
- 30) Thence North 68°40'43" East, 398.47 feet;
- 31) Thence North 75°14'23" East, 204.55 feet;
- 32) Thence North 45°19'45" East, 141.89 feet;
- 33) Thence North 75°47'41" East, 194.45 feet;
- 34) Thence South 45°18'41" East, 89.28 feet;
- 35) Thence North 82°57'38" East, 304.77 feet;
- 36) Thence North 48°48'54" East, 187.17 feet;
- 37) Thence North 45°39'10" East, 180.84 feet;
- 38) Thence North 57°49'41" East, 197.40 feet;
- 39) Thence North 43°34'40" East, 93.07 feet;
- 40) Thence North 76°42'48" East, 158.75 feet;
- 41) Thence North 45°00'33" East, 148.83 feet;
- 42) Thence North 72°01'06" East, 148.99 feet;
- 43) Thence along the arc of a curve to the left having a radius of 60.00 feet, a delta angle of 29°17'50" and an arc length of 30.68 feet;
- 44) Thence along the arc of a curve to the right having a radius of 575.00 feet, a delta angle of 44°43'45" and an arc length of 448.89 feet;
- 45) Thence North 11°45'32" West, 597.87 feet;



LEGAL DESCRIPTION(continued)

- 46) Thence North 89°31'02" West, 401.37 feet;
- 47) Thence North 72°16'00" West, 515.82 feet;
- 48) Thence South 71°05'00" West, 621.23 feet;
- 49) Thence North 84°44'27" West, 136.14 feet;
- 50) Thence North 46°12'36" West, 146.50 feet;
- 51) Thence South 83°36'26" West, 471.41 feet;
- 52) Thence South 58°45'38" West, 406.52 feet;
- 53) Thence South 41°22'21" West, 187.22 feet;
- 54) Thence South 63°54'00" West, 294.75 feet;
- 55) Thence South 55°32'00" West, 172.67 feet;
- 56) Thence South 61°51'44" West, 193.05 feet;
- 57) Thence South 70°10'50" West, 159.75 feet to the westerly boundary of said Resultant Parcel 3;
- 58) Thence along the easterly right of way line of Brunswick North 04°11'28" East, 54.74 feet to the **Point of Beginning**.

Containing 83.36 acres more, or less.

Basis of Bearings: The basis of bearings is identical and based upon that Record of Survey for F. Knoop, recorded in Book 8 of Surveys, Page 37, Official Records of Nevada County.

Together with;

All that real property situated in the incorporated City of Grass Valley, County of Nevada, State of California, being a portion of Section 25, Township 16 North, Range 8 East, and Section 30, Township 16 North, Range 9 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

Beginning at a point on the southerly right of way line of Idaho Maryland road, being the northeasterly corner of Resultant Parcel 6 as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045282, Official Records of Nevada County. Thence from said point of beginning along the boundary of said Resultant Parcel 6, as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045282 and Resultant Parcel 7, as described in that Lot Line Adjustment LA01-035 Grant Deed, recorded as Document No. 2001-0045283 the following three (3) courses:

- 1) Thence South 07°32'39" East, 1,198.20 feet;
- 2) Thence North 86°58'31" East, 169.59 feet;
- 3) Thence South 00°18'09" East, 355.78 feet;



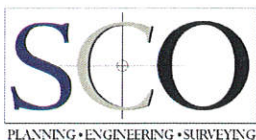
LEGAL DESCRIPTION(continued)

Thence leaving the boundary of said Resultant Parcel 7 the following eighteen (18) Courses:

- 1) Thence from a tangent bearing of North $07^{\circ}16'33''$ West along the arc of a curve to the left having a radius of 51.98 feet, a delta angle of $151^{\circ}28'27''$ and an arc length of 137.43 feet;
- 2) Thence South $29^{\circ}32'38''$ West, 15.30 feet;
- 3) Thence along the arc of a curve to the right having a radius of 200.00 feet, a delta angle of $43^{\circ}10'49''$ and an arc length of 150.73 feet;
- 4) Thence South $72^{\circ}43'27''$ West, 146.48 feet;
- 5) Thence South $82^{\circ}46'30''$ West, 567.91 feet;
- 6) Thence South $45^{\circ}29'02''$ West, 122.73 feet;
- 7) Thence along the arc of a curve to the left having a radius of 300.00 feet, a delta angle of $11^{\circ}22'32''$ and an arc length of 59.56 feet;
- 8) Thence South $34^{\circ}06'31''$ West, 157.59 feet;
- 9) Thence South $50^{\circ}26'08''$ West, 111.76 feet;
- 10) Thence South $44^{\circ}49'36''$ West, 131.76 feet;
- 11) Thence along the arc of a curve to the left having a radius of 200.00 feet, a delta angle of $65^{\circ}56'05''$ and an arc length of 230.16 feet;
- 12) Thence along the arc of a curve to the right having a radius of 200.00 feet, a delta angle of $41^{\circ}28'53''$ and an arc length of 144.80 feet;
- 13) Thence South $19^{\circ}24'22''$ West, 211.64 feet;
- 14) Thence South $04^{\circ}41'28''$ West, 390.43 feet;
- 15) Thence South $01^{\circ}57'13''$ East, 113.72 feet;
- 16) Thence along a curve to the left having a radius of 300.00 feet, a delta angle of $33^{\circ}40'50''$ and an arc length of 176.35 feet;
- 17) Thence along the arc of a curve to the left having a radius of 70.00 feet, a delta angle of $59^{\circ}56'11''$ and an arc length of 73.23 feet;
- 18) Thence North $84^{\circ}25'46''$ East, 59.81 feet to the northerly right of way line of Loma Rica Drive

Thence along the northerly right of way line of Loma Rica Drive and the southerly boundary of said Resultant Parcels 6 and 7 the following ten (10) courses:

- 1) Thence from a tangent bearing of South South $53^{\circ}42'31''$ West along the arc of a curve to the right having a radius of 380.00 feet, a delta angle of $24^{\circ}06'01''$ and an arc length of 159.84 feet;
- 2) Thence South $77^{\circ}48'32''$ West, 218.23 feet;
- 3) Thence along the arc of a curve to the right with a radius of 300.00 feet, a delta angle of $55^{\circ}09'58''$ and an arc length of 288.85 feet;
- 4) Thence North $47^{\circ}01'30''$ West, 57.72 feet;
- 5) Thence North $42^{\circ}58'30''$ East, 35.00 feet;



LEGAL DESCRIPTION(continued)

- 6) Thence North $47^{\circ}01'30''$ West, 513.56 feet;
- 7) Thence North $42^{\circ}58'30''$ East, 15.00 feet;
- 8) Thence from a tangent bearing of North North $47^{\circ}01'30''$ West along the arc of a curve to the left having a radius of 120.00 feet, a delta angle of $100^{\circ}06'27''$ and an arc length of 209.66 feet;
- 9) Thence South $32^{\circ}52'03''$ West, 23.92 feet;
- 10) Thence North $56^{\circ}50'00''$ West, 106.33 feet;

Thence leaving the northerly right of way line of Loma Rica Drive and the southerly boundary line of said Resultant Parcel 6 the following twenty-five (25) courses:

- 1) Thence from a tangent bearing of North $77^{\circ}47'01''$ East along the arc of a curve to the left having a radius of 592.51 feet, a delta angle of $23^{\circ}59'05''$ and an arc length of 248.03 feet;
- 2) Thence along the arc of a curve to the left having a radius of 50.00 feet, a delta angle of $135^{\circ}17'41''$ and an arc length of 118.07 feet;
- 3) Thence North $81^{\circ}29'46''$ West, 47.25 feet;
- 4) Thence along the arc of a curve to the right having a radius of 100.00 feet, a delta angle of $53^{\circ}15'46''$ and an arc length of 92.96 feet;
- 5) Thence North $28^{\circ}14'00''$ West, 55.97 feet;
- 6) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of $166^{\circ}36'04''$ and an arc length of 116.31 feet;
- 7) Thence along the arc of a curve to the left having a radius of 34.22 feet, a delta angle of $107^{\circ}16'20''$ and an arc length of 64.07 feet;
- 8) Thence along the arc of a curve to the left having a radius of 272.47 feet, a delta angle of $27^{\circ}06'07''$ and an arc length of 128.89 feet;
- 9) Thence along the arc of a curve to the left having a radius of 46.49 feet, a delta angle of $46^{\circ}45'35''$ and an arc length of 37.94 feet;
- 10) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of $65^{\circ}47'32''$ and an arc length of 45.93 feet;
- 11) Thence North $23^{\circ}01'34''$ East, 59.35 feet;
- 12) Thence along the arc of a curve to the right having a radius of 40.00 feet, a delta angle of $95^{\circ}00'23''$ and an arc length of 66.33 feet;
- 13) Thence along the arc of a curve to the left having a radius of 75.00 feet, a delta angle of $103^{\circ}28'37''$ and an arc length of 135.45 feet;
- 14) Thence North $14^{\circ}33'20''$ East, 29.81 feet;
- 15) Thence along the arc of a curve to the left having a radius of 75.00 feet, a delta angle of $77^{\circ}22'04''$ and an arc length of 101.27 feet;
- 16) Thence along the arc of a curve to the right having a radius of 65.00 feet, a delta angle of $84^{\circ}53'37''$ and an arc length of 96.31 feet;
- 17) Thence along the arc of a curve to the left having a radius of 100.00 feet, a delta angle of $91^{\circ}23'46''$ and an arc length of 159.52 feet;



LEGAL DESCRIPTION(continued)

- 18) Thence along the arc of a curve to the right having a radius of 80.00 feet, a delta angle of $104^{\circ}59'34''$ and an arc length of 146.60 feet;
- 19) Thence along the arc of a curve to the left having a radius of 328.99 feet, a delta angle of $41^{\circ}37'36''$ and an arc length of 239.02 feet;
- 20) Thence along the arc of a curve to the right having a radius of 100.00 feet, a delta angle of $45^{\circ}57'09''$ and an arc length of 80.20 feet;
- 21) Thence North $40^{\circ}00'14''$ east, 249.66 feet;
- 22) Thence along the arc of a curve to the left having a radius of 150.00 feet, a delta angle of $150^{\circ}57'49''$ and an arc length of 395.22 feet;
- 23) Thence North $72^{\circ}35'24''$ West, 171.89 feet;
- 24) Thence along the arc of a curve to the right having a radius of 50.00 feet, a delta angle of $44^{\circ}58'52''$ and an arc length of 39.25 feet;
- 25) Thence North $27^{\circ}36'31''$ West, 19.62 feet to the southerly right of way line of Idaho Maryland Road and the northerly boundary of said Resultant Parcel 6;

Thence along the southerly right of way line of Loma Rica Drive and the northerly boundary of said Resultant Parcels 6 the following twenty-four (24) courses:

- 1) Thence North $72^{\circ}13'11''$ East, 52.44 feet;
- 2) Thence along the arc of a curve to the right having a radius of 951.16 feet, a delta angle of $8^{\circ}41'29''$ and an arc length of 50.00 feet;
- 3) Thence North $81^{\circ}55'30''$ East, 103.68 feet;
- 4) Thence along the arc of a curve to the left having a radius of 817.18 feet, a delta angle of $18^{\circ}56'45''$ and an arc length of 270.21 feet;
- 5) Thence North $62^{\circ}25'59''$ East, 132.36 feet;
- 6) Thence South $32^{\circ}23'58''$ East, 9.98 feet;
- 7) Thence from a tangent bearing of North $57^{\circ}36'02''$ East along the arc of a curve to the left having a radius of 940.00 feet, a delta angle of $01^{\circ}16'30''$ and an arc length of 20.92 feet;
- 8) Thence North $56^{\circ}19'32''$ East, 180.69 feet;
- 9) Thence North $33^{\circ}40'28''$ West, 10.00 feet;
- 10) Thence North $56^{\circ}19'32''$ East, 150.00 feet;
- 11) Thence South $33^{\circ}40'28''$ East, 10.00 feet;
- 12) Thence North $56^{\circ}19'32''$ East, 50.00 feet;
- 13) Thence South $33^{\circ}40'28''$ East, 10.00 feet;
- 14) Thence North $56^{\circ}19'32''$ East, 100.00 feet;
- 15) Thence North $33^{\circ}40'28''$ West, 10.00 feet;
- 16) Thence North $56^{\circ}19'32''$ East, 67.72 feet;
- 17) Thence along the arc of a curve to the left having a radius of 640.00 feet, a delta angle of $12^{\circ}37'54''$ and an arc length of 141.10 feet;
- 18) Thence South $46^{\circ}18'22''$ East, 10.00 feet;
- 19) Thence North $41^{\circ}58'40''$ East, 100.48 feet;



LEGAL DESCRIPTION(continued)

- 20) Thence along the arc of a curve to the right having a radius of 400.00 feet, a delta angle of $10^{\circ}23'00''$ and an arc length of 72.49 feet;
- 21) Thence North $37^{\circ}38'20''$ West, 10.00 feet;
- 22) Thence from a tangent bearing of North $53^{\circ}03'44''$ East along the arc of a curve to the right having a radius of 410.00 feet, a delta angle of $05^{\circ}39'54''$ and an arc length of 40.54 feet;
- 23) Thence North $31^{\circ}16'22''$ West, 10.00 feet;
- 24) Thence from a tangent bearing of North $58^{\circ}43'38''$ East along the arc of a curve to the right having a radius of 420.00 feet, a delta angle of $22^{\circ}08'34''$ and an arc length of 162.32 feet to the **Point of Beginning**.

Containing 87.97 acres more, or less.

Basis of Bearings: The basis of bearings is identical and based upon that Record of Survey for F. Knoop, recorded in Book 8 of Surveys, Page 37, Official Records of Nevada County.

End of Description


Martin D. Wood, P.L.S. 8321

7-17-23
Date

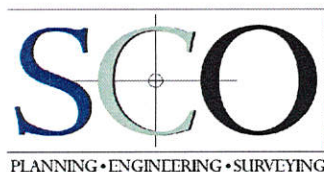
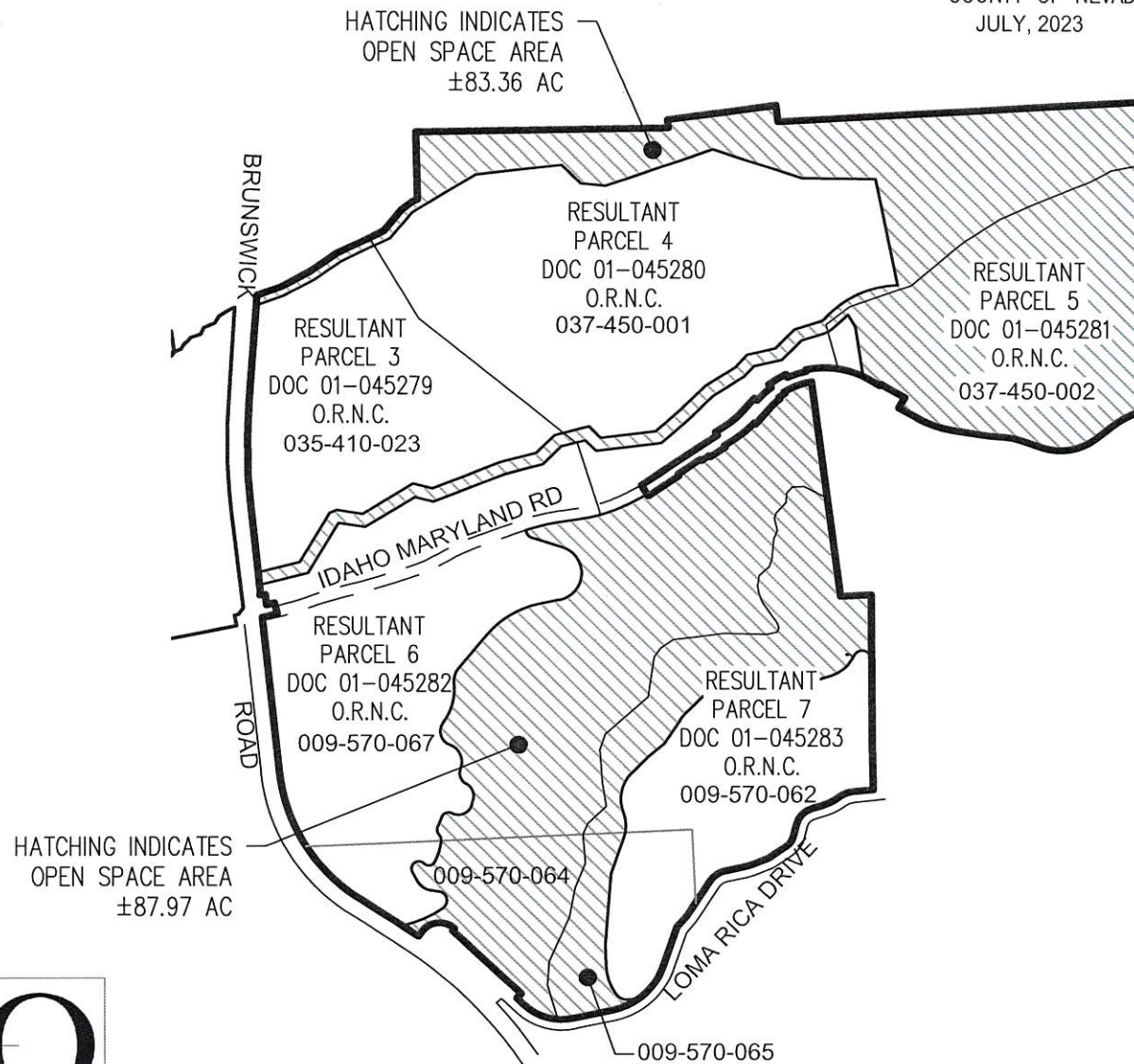


BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BASED UPON FOUND MONUMENTS AND IS IDENTICAL TO THAT RECORD OF SURVEY AS SHOWN IN BOOK 8 OF SURVEYS AT PAGE 37 OFFICIAL RECORDS OF NEVADA COUNTY.

EXHIBIT "B" **OPEN SPACE EASEMENT**

BEING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
COUNTY OF NEVADA, STATE OF CALIFORNIA
JULY, 2023 SCALE: 1"=1000'



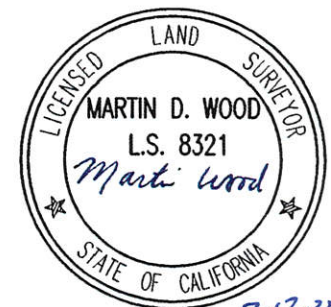
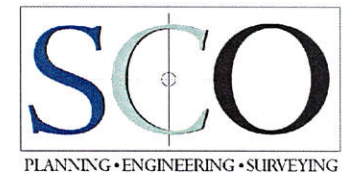
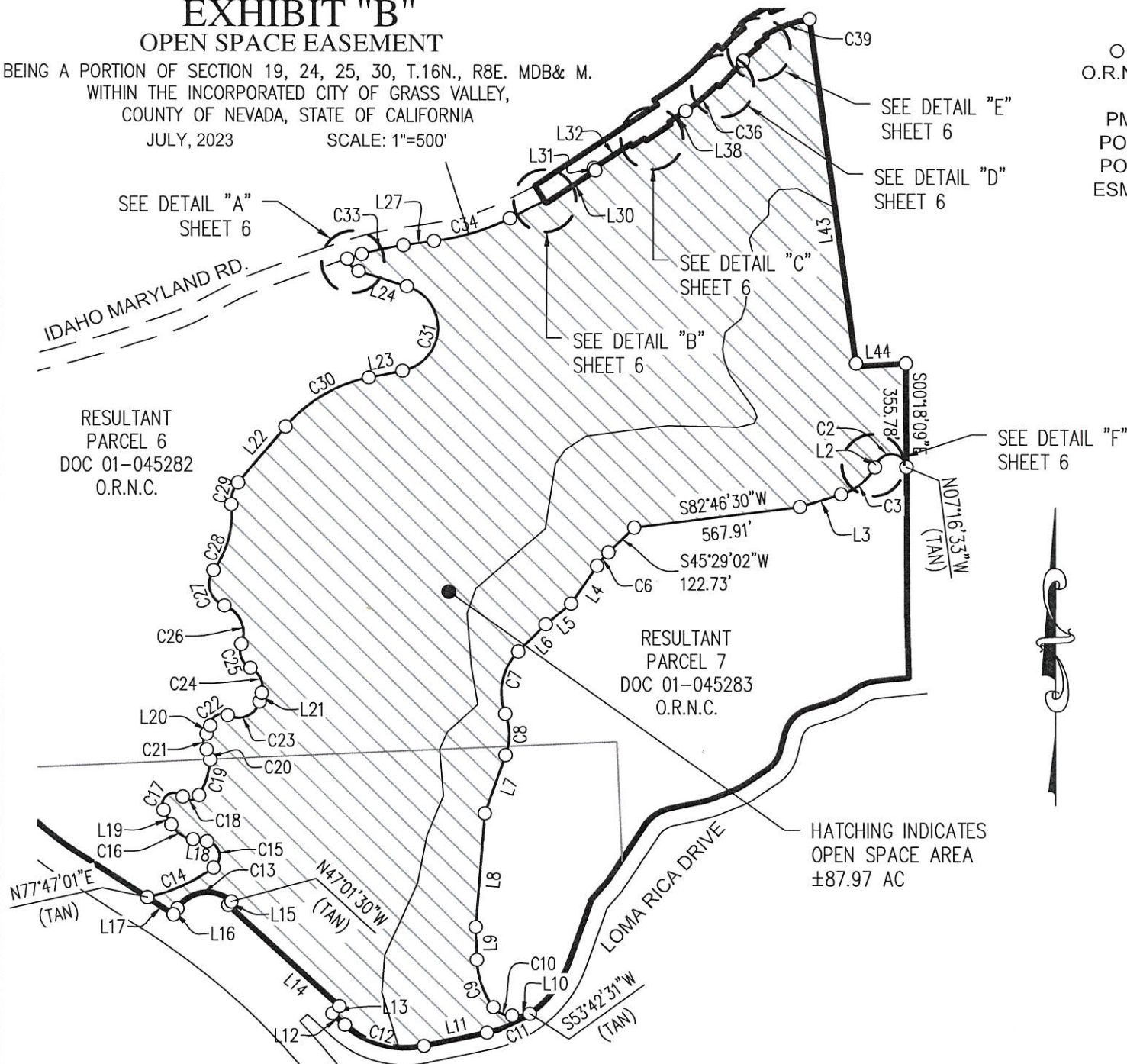
7-17-23
SHEET 1 OF 6

EXHIBIT "B"

OPEN SPACE EASEMENT

BEING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
COUNTY OF NEVADA, STATE OF CALIFORNIA
JULY, 2023 SCALE: 1"=500'

LEGEND:
○ DIMENSION POINT
O.R.N.C. OFFICIAL RECORDS OF
NEVADA COUNTY
PARCEL MAP
PM
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
ESMT EASEMENT



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	355.78'	S 00°18'09" E
L2	15.30'	S 29°32'38" W
L3	146.48'	S 72°43'27" W
L4	157.59'	S 34°06'31" W
L5	111.76'	S 50°26'08" W
L6	131.76'	S 44°49'36" W
L7	211.64'	S 19°24'22" W
L8	390.43'	S 04°41'28" W
L9	113.72'	S 01°57'13" E
L10	59.81'	N 84°25'46" E
L11	218.23'	S 77°48'32" W
L12	57.72'	N 47°01'30" W
L13	35.00'	N 42°58'30" E
L14	513.56'	N 47°01'30" W
L15	15.00'	N 42°58'30" E
L16	23.92'	S 32°52'03" W
L17	106.33'	N 56°50'00" W
L18	47.25'	N 81°29'46" W
L19	55.97'	N 28°14'00" W
L20	59.35'	N 23°01'34" E
L21	29.81'	N 14°33'20" E
L22	249.66'	N 40°00'14" E
L23	116.05'	N 78°22'25" E

LINE #	LENGTH	DIRECTION
L24	171.89'	N 72°35'24" W
L25	19.62'	N 27°36'31" W
L26	52.44'	N 72°13'11" E
L27	103.68'	N 81°55'30" E
L28	132.36'	N 62°25'59" E
L29	9.98'	S 32°23'58" E
L30	180.69'	N 56°19'32" E
L31	10.00'	N 33°40'28" W
L32	150.00'	N 56°19'32" E
L33	10.00'	S 33°40'28" E
L34	50.00'	N 56°19'32" E
L35	10.00'	S 33°40'28" E
L36	100.00'	N 56°19'32" E
L37	10.00'	N 33°40'28" W
L38	67.72'	N 56°19'32" E
L39	10.00'	S 46°18'22" E
L40	100.48'	N 41°58'40" E
L41	10.00'	S 37°38'20" E
L42	10.00'	S 31°16'22" E
L43	1198.20'	S 07°32'39" E
L44	169.59'	N 86°58'31" E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C2	137.43'	51.98'	151°28'27"
C3	150.73'	200.00'	43°10'49"
C6	59.56'	300.00'	11°22'32"
C7	230.16'	200.00'	65°56'05"
C8	144.80'	200.00'	41°28'53"
C9	176.35'	300.00'	33°40'50"
C10	73.23'	70.00'	59°56'11"
C11	159.84'	380.00'	24°06'01"
C12	288.85'	300.00'	55°09'58"
C13	209.66'	120.00'	100°06'27"
C14	248.03'	592.51'	23°59'05"
C15	118.07'	50.00'	135°17'41"
C16	92.96'	100.00'	53°15'46"
C17	116.31'	40.00'	166°36'04"
C18	64.07'	34.22'	107°16'20"
C19	128.89'	272.47'	27°06'07"
C20	37.94'	46.49'	46°45'35"
C21	45.93'	40.00'	65°47'32"
C22	66.33'	40.00'	95°00'23"
C23	135.45'	75.00'	103°28'37"
C24	101.27'	75.00'	77°22'04"
C25	96.31'	65.00'	84°53'37"
C26	159.52'	100.00'	91°23'46"
C27	146.60'	80.00'	104°59'34"

CURVE #	LENGTH	RADIUS	DELTA
C28	239.02'	328.99'	41°37'36"
C29	80.20'	100.00'	45°57'09"
C30	334.84'	500.00'	38°22'11"
C31	395.22'	150.00'	150°57'49"
C32	39.25'	50.00'	44°58'52"
C33	144.28'	951.16'	8°41'29"
C34	270.21'	817.18'	18°56'45"
C35	20.92'	940.00'	1°16'30"
C36	141.10'	640.00'	12°37'54"
C37	72.49'	400.00'	10°23'00"
C38	40.54'	410.00'	5°39'54"
C39	162.32'	420.00'	22°08'34"

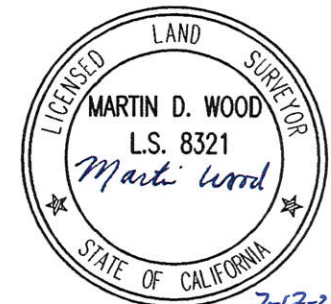
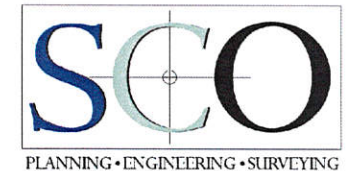
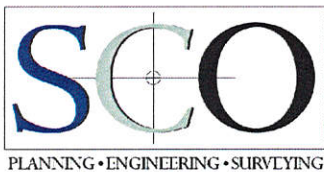
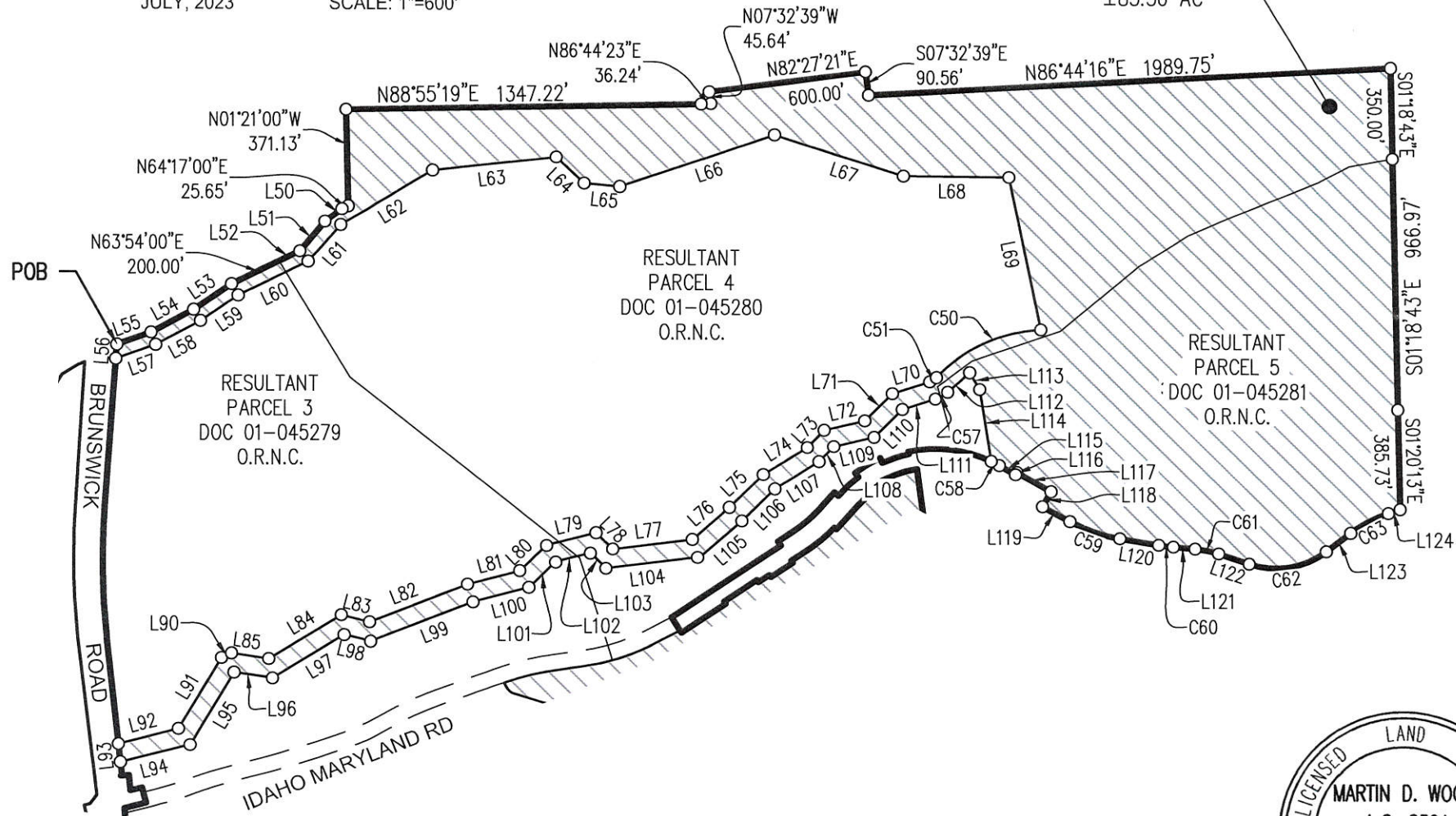


EXHIBIT "B" OPEN SPACE EASEMENT

BEING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M.
WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
COUNTY OF NEVADA, STATE OF CALIFORNIA
JULY, 2023 SCALE: 1"=600'

HATCHING INDICATES
OPEN SPACE AREA
±83.36 AC



LINE TABLE

LINE #	LENGTH	DIRECTION
L50	80.63'	N 53°16'00" E
L51	148.07'	N 40°02'00" E
L52	87.84'	N 63°54'00" E
L53	173.63'	N 55°32'00" E
L54	182.98'	N 61°42'00" E
L55	137.48'	N 70°10'50" E
L56	54.74'	N 04°11'28" E
L57	159.75'	S 70°10'50" W
L58	193.05'	S 61°51'44" W
L59	172.67'	S 55°32'00" W
L60	294.75'	S 63°54'00" W
L61	187.22'	S 41°22'21" W
L62	406.52'	S 58°45'38" W
L63	471.41'	S 83°36'26" W
L64	146.50'	N 46°12'36" W
L65	136.14'	N 84°44'27" W
L66	621.23'	S 71°05'00" W
L67	515.82'	N 72°16'00" W
L68	401.37'	N 89°31'02" W
L69	597.87'	N 11°45'32" W
L70	148.99'	N 72°01'06" E
L71	148.83'	N 45°00'33" E
L72	158.75'	N 76°42'48" E
L73	93.07'	N 43°34'40" E

LINE #	LENGTH	DIRECTION
L74	197.40'	N 57°49'41" E
L75	180.84'	N 45°39'10" E
L76	187.17'	N 48°48'54" E
L77	304.77'	N 82°57'38" E
L78	89.28'	S 45°18'41" E
L79	194.45'	N 75°47'41" E
L80	141.89'	N 45°19'45" E
L81	204.55'	N 75°14'23" E
L82	398.47'	N 68°40'43" E
L83	110.19'	S 76°02'54" E
L84	322.04'	N 58°38'55" E
L85	142.70'	S 81°22'30" E
L90	42.00'	N 65°15'18" E
L91	316.37'	N 31°04'14" E
L92	234.49'	N 75°51'20" E
L93	70.69'	N 06°09'11" W
L94	273.15'	S 75°51'20" W
L95	323.39'	S 31°04'14" W
L96	146.87'	N 81°22'30" W
L97	318.29'	S 58°38'55" W
L98	103.23'	N 76°02'54" W
L99	416.71'	S 68°40'43" W
L100	219.23'	S 75°14'23" W
L101	141.53'	S 45°19'45" W

LINE #	LENGTH	DIRECTION
L102	135.87'	S 75°47'41" W
L103	83.70'	N 45°18'41" W
L104	360.20'	S 82°57'38" W
L105	210.60'	S 48°48'54" W
L106	175.30'	S 45°39'10" W
L107	198.68'	S 57°49'41" W
L108	80.99'	S 43°34'40" W
L109	157.80'	S 76°42'48" W
L110	151.90'	S 45°00'33" W
L111	132.18'	S 72°01'06" W
L112	112.32'	S 48°05'13" W
L113	75.22'	N 30°55'31" W
L114	280.96'	N 08°59'56" W
L115	71.21'	S 60°18'42" E
L116	10.00'	N 29°41'18" E
L117	150.00'	N 60°18'42" W
L118	66.34'	N 29°41'18" E
L119	118.77'	N 61°36'00" W
L120	149.84'	N 80°26'00" W
L121	83.48'	N 84°56'00" W
L122	123.19'	N 71°21'00" W
L123	117.98'	S 52°20'00" W
L124	47.28'	S 71°37'00" W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C50	448.89'	575.00'	44°43'45"
C51	30.68'	60.00'	29°17'50"
C57	54.30'	130.00'	23°55'53"
C58	34.46'	490.00'	4°01'48"
C59	202.15'	615.00'	18°50'00"
C60	56.16'	715.00'	4°30'00"
C61	91.27'	385.00'	13°35'00"
C62	309.62'	315.00'	56°19'00"
C63	163.23'	485.00'	19°17'00"

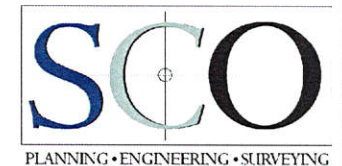
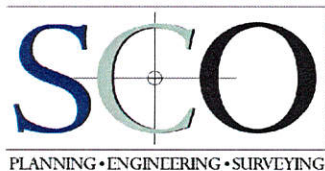
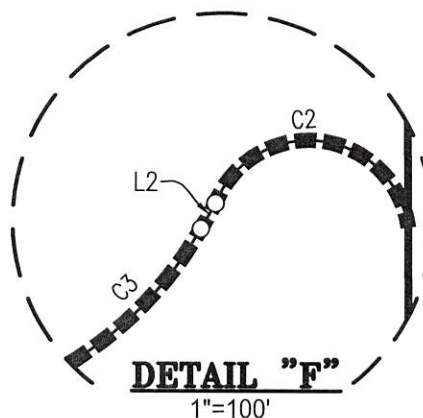
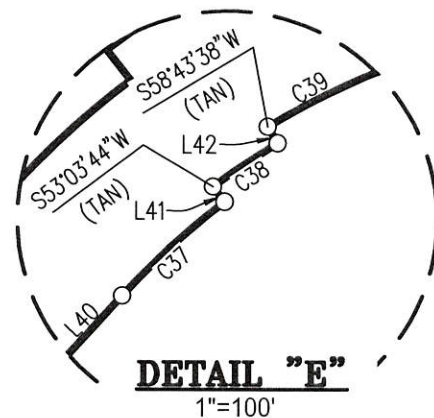
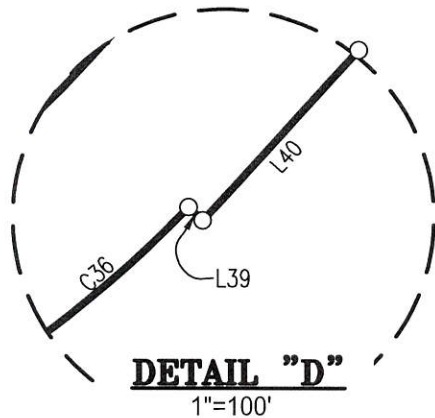
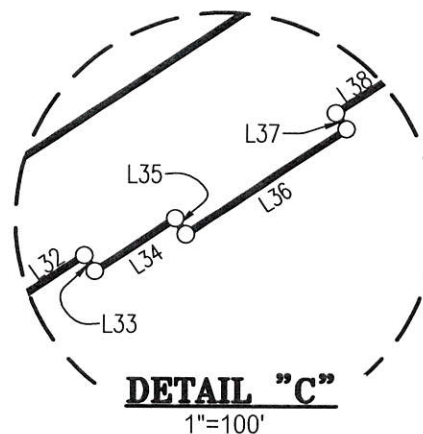
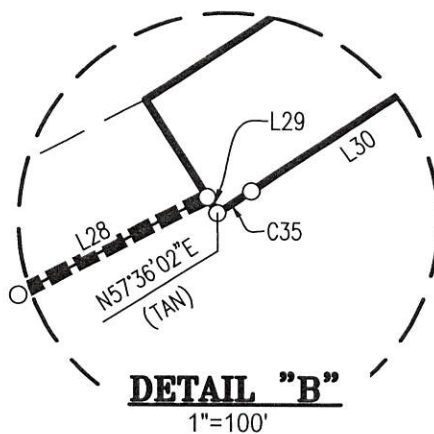
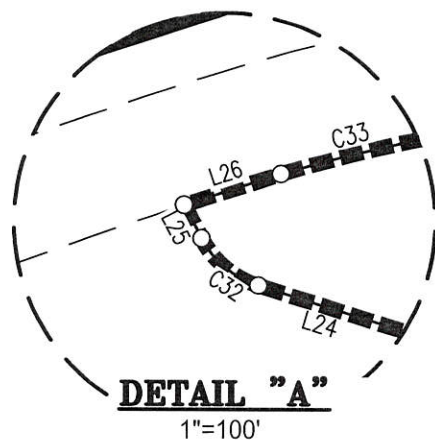


EXHIBIT "B"

OPEN SPACE EASEMENT

BEING A PORTION OF SECTION 19, 24, 25, 30, T.16N., R8E. MDB& M.
 WITHIN THE INCORPORATED CITY OF GRASS VALLEY,
 COUNTY OF NEVADA, STATE OF CALIFORNIA
 JULY, 2023 SCALE: 1"=100'



○ **LEGEND:**
 DIMENSION POINT



7-17-23 SHEET 6 OF 6