

Recording Requested By:

and

Return to: Town of Truckee  
Kelly Carpenter, Town Clerk  
10183 Truckee Airport Road  
Truckee CA 96161

Not Subject to Fees: Gov't Code § 27383

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APN 019-120-011-000

***LAND EXCHANGE AGREEMENT***

**THIS LAND EXCHANGE AGREEMENT** ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") by and between the Town of Truckee, a municipal corporation, ("Town") and Edgar J. Stratton and Galeen R. Stratton (collectively, "Stratton") for the future exchange of real property located on West River Street in Truckee, Nevada County, California as set forth herein.

**WHEREAS**, Stratton owns real property located at 10262 West River Street in Truckee, bearing APN 019-120-011-000 ("Stratton Property"); and

**WHEREAS**, Stratton also owns a small piece of real property comprising approximately 814 square feet which is not contiguous with the Stratton Property and is generally located on the south side of Town's West River Street right-of-way, which, together with a small area of the western end of the Stratton Property comprising approximately 630 square feet comprises the "Stratton Exchange Land", as depicted and described in Exhibit 1 (Attachments A and B) attached hereto and incorporated herein by reference; and

**WHEREAS**, Town was granted a perpetual right-of-way easement along West River Street which is parallel with and contiguous to the Stratton Property, including a portion of the right-of-way depicted and described in Exhibit 2 (Attachments A and B), attached hereto and incorporated herein by reference ("Town Exchange Land"); and

**WHEREAS**, Town was granted a perpetual right-of-way easement on other portions of the

West River Street right-of-way adjacent to the Stratton Property which are shown as right-of-way on historical survey documents and exhibits as depicted and described in Exhibit 3 (Attachments A and B) respectively attached hereto and incorporated herein by reference (“Existing Right of Way Quitclaim Area). Town and Stratton wish to affirm that Stratton relinquishes any and all ownership interest in those areas of West River Street right-of-way by executing a quitclaim deed from Stratton to Town for those existing right-of-way areas adjacent to Stratton Property (“Right-of-Way Quitclaim Deed”); and.

**WHEREAS**, Town and Stratton wish to exchange the Town Exchange Land for the Stratton Exchange Land upon the satisfaction of certain conditions set forth herein, in order to:

1. Increase the size of the existing Stratton Property resulting in a future Stratton Property boundary as depicted and described in Exhibits 4A and 4B respectively, attached hereto and incorporated herein by reference, (“Future Stratton Property Boundary”).
2. Allow Town to realign West River Street further to the south, thereby increasing the distance between Stratton’s existing building and the West River Street travel lanes and bike lanes.
3. Allow Town to construct a driveway adjacent to the western Future Stratton Property Boundary as depicted in Exhibit 4A, with said driveway providing access to a future parking lot to be located north of the Stratton Property; and

**WHEREAS**, it is the intent of Town and Stratton in executing this Agreement to clarify the Town Zoning and Development Code status of the existing business operating on the Stratton Property as of the Effective Date of this Agreement; and

**WHEREAS**, it is further the intent of Town and Stratton in executing this Agreement to create a mutually binding obligation to take certain steps to facilitate the exchange of land, and to subsequently complete the exchange of land upon the completion of the conditions precedent set forth herein;

**NOW, THEREFORE, IT IS AGREED** by Town and Stratton as follows:

1. **TERM**: The term of this Agreement shall be from the Effective Date until the date

which is four years and four months from the Effective Date.

2. **RIGHT OF WAY ABANDONMENT FOR TOWN EXCHANGE LAND:** Within six months of the Effective Date, Town's Town Council shall approve right-of-way abandonment of the Town Exchange Land, provided that the effectiveness of this abandonment shall be contingent upon, and concurrent with, Town's acceptance of the offer of dedication for the Stratton Exchange Land described in paragraph 3 below and recordation of the lot line adjustment described in paragraph 5 below.

3. **OFFER OF DEDICATION FOR STRATTON EXCHANGE LAND AND QUITCLAIM:** Within 30 days of the Town Council's approval of the right-of-way abandonment of the Town Exchange Land, Stratton shall execute: (i) an offer of dedication to Town of the Stratton Exchange Land, substantially in the form attached hereto as Exhibit 1; (ii) the Right-of-Way Quitclaim Deed, substantially in the form attached hereto as Exhibit 3, and incorporated herein by reference; and (iii) an agreement granting Town and its employees, contractors, and agents a temporary right of entry upon the Stratton Property for purposes of relocating West River Street, substantially in the form attached hereto as Exhibit 5, and incorporated herein by reference. The temporary right of entry shall expire upon Town's filing of a notice of completion for the street realignment project described in paragraph 6 below.

4. **GRANT DEED AND TEMPORARY ROAD EASEMENT:** Following Town's receipt of the executed offer of dedication for the Stratton Exchange Land, Town shall execute a grant deed conveying the Town Exchange Land to Stratton substantially in the form attached hereto as Exhibit 2, and incorporated herein by reference. Town will reserve from the grant deed a temporary road right-of-way easement, with a term commencing upon the recordation of the grant deed and expiring upon the sooner of: (i) three years from recordation of the grant deed, or (ii) Town's filing of a notice of completion for the street realignment project described in paragraph 6 below.

5. **LOT LINE ADJUSTMENT FOR STRATTON PROPERTY:** Following Town Council approval of the right-of-way abandonment of the Town Exchange Land and Stratton's execution of the offer of dedication for the Stratton Exchange Land and Right-of-Way Quitclaim Deed, Town shall, at its expense, process a lot line adjustment to add the Town Exchange Land to the Stratton Property. Town shall complete and record the lot line adjustment within nine months of receiving the executed offer of dedication described in paragraph 3 above. It is the intent of Town and Stratton that

acceptance of the Stratton offer of dedication by Town, recordation of the Town Council resolution approving abandonment of the Town Exchange Land, recordation of the grant deed conveying the Town Exchange Land, recordation of the lot line adjustment, and recordation of the Right-of-Way Quitclaim Deed will occur concurrently.

6. **RELOCATION OF WEST RIVER STREET:** Not later than three years from the recordation of the lot line adjustment described in paragraph 5 above, Town shall complete a project to physically relocate West River Street from its alignment as of the Effective Date to the alignment substantially depicted in Exhibit 5 (Attachment A) attached hereto and incorporated herein by reference. Upon completion of the realignment project, Town shall file a notice of completion. Within 90 days of the filing of the notice of completion, Town shall cause a record of survey to be recorded and property corners to be set at the new corners of the Stratton Property reflecting its configuration following recordation of the lot line adjustment described in paragraph 5.

7. **LIENS AND TAXES:** Town and Stratton covenant not to allow any liens or encumbrances to attach to the Town Exchange Land and the Stratton Exchange Land, respectively, prior to their conveyance as set forth herein. In the event any such liens, encumbrances, or otherwise are entered, made or levied against the Town Exchange Land or the Stratton Exchange Land, the owner of such land will in a timely and reasonable manner contest or cause the removal of the same; and, if the owner fails to do so, the other party hereunder may do so and all such costs shall be the responsibility of the owner.

8. **WARRANTIES:** The parties agree there have been no warranties, either express or implied, concerning the usability, location, or suitability of the Town Exchange Land or Stratton Exchange Land for any particular use whatsoever, including without limitation warranties, commitments, or representations regarding the likelihood of Stratton being able to obtain land use approvals from Town for development of the Town Exchange Land. Town and Stratton each acknowledge and agree that the other party has not made and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (a) the value of the Town Exchange Land or Stratton Exchange Land; (b) the income to be derived from the Town Exchange Land or Stratton Exchange Land; (c) the suitability of the Town Exchange Land or Stratton Exchange Land for any and all activities and uses which Stratton or Town may conduct; (d) the habitability, marketability, merchantability, profitability

or fitness for a particular purpose of the Town Exchange Land or Stratton Exchange Land; (e) the nature, quality or condition of the Town Exchange Land or Stratton Exchange Land, including without limitation, soils and geology; (f) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements; (g) the presence or absence of hazardous substances at, on, under, or adjacent to the Town Exchange Land or Stratton Exchange Land; (h) the content, completeness or accuracy of any Title Reports or any documents disclosed by the Title Reports; (i) the adequacy of any drainage on the Town Exchange Land or Stratton Exchange Land; or (j) except as expressly provided in this Agreement, any other matter. Town and Stratton each further acknowledge having been given the opportunity to inspect the Town Exchange Land and Stratton Exchange Land and having been given the opportunity to obtain and examine such information and documentation affecting the Town Exchange Land and Stratton Exchange Land as Stratton and Town have deemed necessary or appropriate.

9. **ASSIGNMENT; BINDING ON FUTURE OWNERS:** Stratton shall not assign this Agreement to any third party without the express written consent of Town, which may be withheld in Town's sole discretion. Any attempted or purported assignment of this Agreement without such written consent shall render the Agreement void in Town's sole discretion. Notwithstanding the foregoing, this Agreement shall be binding on any person acquiring an interest in the Stratton Exchange Land during the term hereof, and nothing herein shall prohibit Stratton from selling or otherwise conveying any interest in the Stratton Property or the Stratton Exchange Land.

10. **STATUS OF EXISTING BUSINESS ON STRATTON PROPERTY:** Town acknowledges that the business known as Truckee Tire which is operating on the Stratton Property as of the Effective Date is a legal nonconforming land use for purposes of the Town's Development Code.

11. **DEFAULT:** In the event of either party's default under or violation of this Agreement, and if such continues for more than fifteen (15) days after written notice of such default given by certified mail from the non-defaulting party to the party in default, without it being cured by the defaulting party, this Agreement shall become null and void at the election of the non-defaulting party; or, in the alternative, such party may proceed with any remedy provided to it by law for the enforcement of this Agreement.

12. **ATTORNEY'S FEES:** In the event of default or breach under this Agreement, the

party found to be the defaulting party shall be responsible for and pay the non-defaulting party's reasonable attorney's fees, expenses, court costs, costs of suit and any other reasonable expenses incurred in the maintenance and enforcement of the terms of this Agreement.

13. **TERMINATION**: This Agreement may be terminated as hereinabove provided or by mutual written consent of the parties.

14. **NOTICES**: All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective: (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

TOWN:	Town of Truckee Attn: Town Manager 10183 Truckee Airport Rd Truckee, CA 96161
STRATTON:	Edgar and Galeen Stratton PO Box 34036 Truckee, CA 96160

Either party may change its address by written notice to the other given in the manner set forth above.

15. **MISCELLANEOUS**:

(a) **Partial Invalidity**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival of Representations. All covenants, representations, warranties, hold harmless and indemnification obligations made by each party herein shall survive the termination and/or cancellation of this Agreement.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the parties hereto.

(e) Entire Agreement. This Agreement (including the exhibits attached hereto), is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(f) Time of Essence. Town and Stratton hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(g) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Town and Stratton.

(h) Construction. Headings at the beginning of each paragraph and subparagraph are

solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(i) Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(j) No Monetary Damages. Stratton acknowledges that Town would not have entered into this Agreement if doing so would expose Town to the possibility of being liable to Stratton for monetary damages. In no event shall Town or its officers or employees be liable hereunder for compensatory, punitive, consequential, special, or other monetary damages or loss of Stratton, including without limitation loss of profits, whether such claims arise in tort or in contract, and Stratton hereby waives and releases any such claims. Subject to the foregoing, Stratton may enforce this Agreement through an action for specific performance.

(k) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

(l) Commissions, Indemnity, Disclosure. Each party represents to the other party that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This

Section 14(l) is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

TOWN OF TRUCKEE

EDGAR AND GALEEN STRATTON

By: \_\_\_\_\_  
Jennifer Callaway

By: \_\_\_\_\_  
Edgar Stratton

Title: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_  
Galeen Stratton

**EXHIBIT 1**

**OFFER OF DEDICATION FORM FOR STRATTON EXCHANGE LAND**

Recording Requested By:

and

Return to: Town of Truckee  
Kelly Carpenter, Town Clerk  
10183 Truckee Airport Road  
Truckee CA 96161

Not Subject to Fees: Gov't Code § 27383

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***IRREVOCABLE OFFER OF DEDICATION  
FOR STREET AND PUBLIC RIGHT-OF-WAY PURPOSES***

The undersigned hereby certifies that we are the legal owners of the hereinafter described real property, and the undersigned, for themselves, their heirs, successors, and assigns, do hereby designate and set aside for a future street and public right-of-way, and irrevocably offer to dedicate to the Town of Truckee, a municipal corporation, the real property located in the Town of Truckee, County of Nevada, State of California, described as follows:

**SEE ATTACHMENTS A (PLAT MAP) AND B (LEGAL DESCRIPTION )  
ATTACHED HERETO AND MADE A PART HEREOF.**

The dedication offered hereunder shall be complete upon its acceptance by the Director of Public Works or designee of the Town of Truckee.

\_\_\_\_\_  
Edgar J. Stratton

\_\_\_\_\_  
Galeen R. Stratton

On behalf of the Town of Truckee and pursuant to Government Code section 7050, the undersigned consents to this irrevocable offer of dedication.

\_\_\_\_\_  
Name and Title

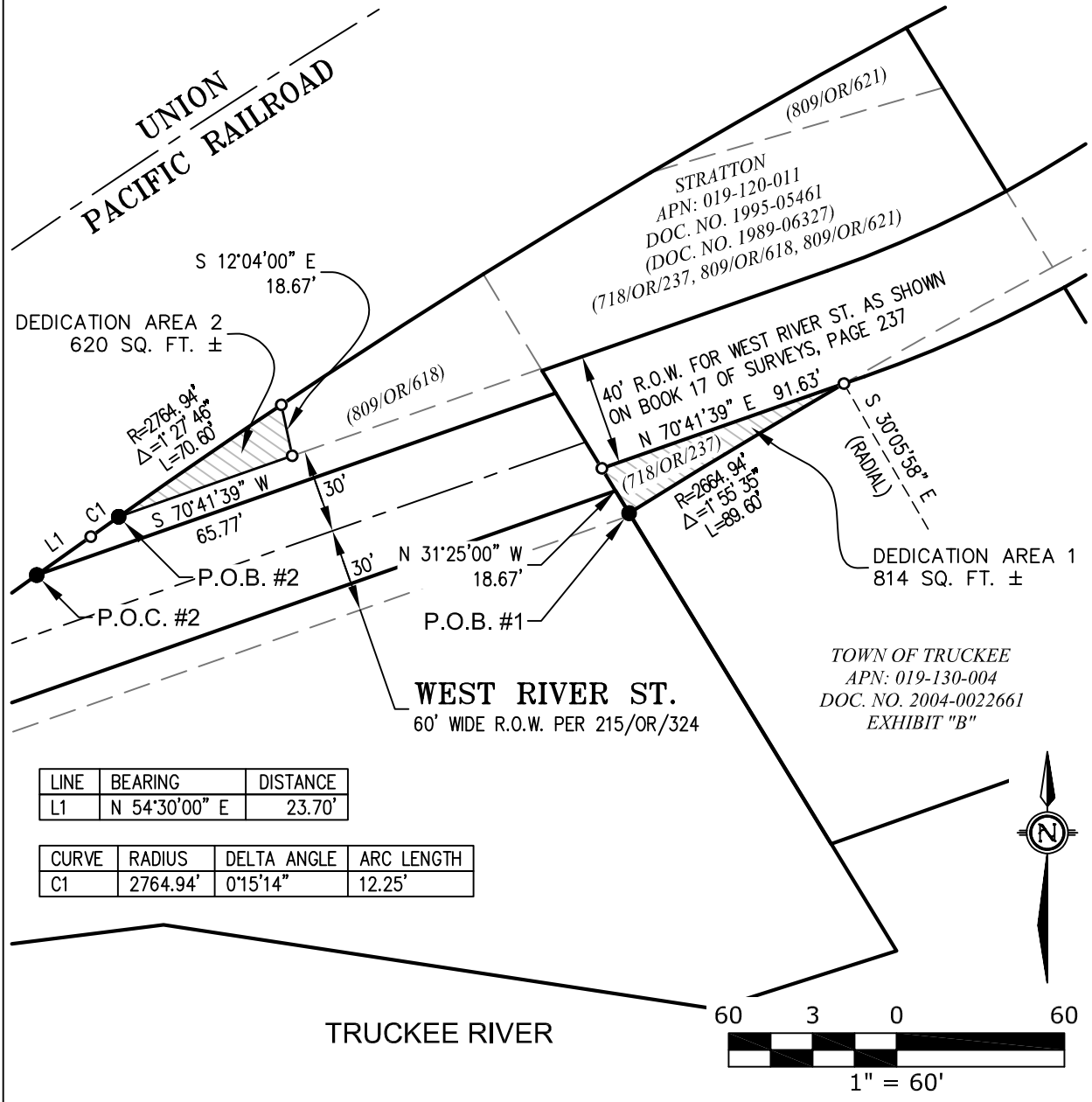
**ATTACHMENT A: PLAT MAP OF STRATTON EXCHANGE LAND**

**BASIS OF BEARING:**

IDENTICAL TO THAT OF BOOK 17 OF SURVEYS, PAGE 237, FILED ON JUNE 7, 2023, OFFICIAL RECORDS OF NEVADA COUNTY, CALIFORNIA.

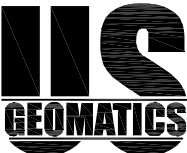
**TOTAL AREA OF DEDICATION:**

1,434 SQUARE FEET ±



LINE	BEARING	DISTANCE
L1	N 54°30'00" E	23.70'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	2764.94'	0°15'14"	12.25'



P.O. Box 3299  
 Reno, NV 89505  
 P. 775.786.5111  
 www.usgeomatics.com  
 info@usgeomatics.com

ATTACHMENT A  
 TOWN OF TRUCKEE  
**OFFER OF DEDICATION**

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**A PORTION OF THE NORTH HALF  
 OF SECTION 15, T.17N., R.16E., M.D.M.**

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TRUCKEE                      NEVADA COUNTY                      CALIFORNIA

**SHEET**  
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 OF  
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**ATTACHMENT B: LEGAL DESCRIPTION OF STRATTON EXCHANGE LAND**

## ATTACHMENT B

### OFFER OF DEDICATION

A portion of land situated in the North Half of Section 15, Township 17 North, Range 16 East, Mount Diablo Meridian, in the Town of Truckee, Nevada County, California, being a portion of the lands described in Document No. 1989-06327, filed on March 15, 1989, Official Records of Nevada County, California, and previously described in Book 718, Page 237, filed on November 27, 1974, Official Records of Nevada County, California, and being more particularly described as follows:

**COMMENCING** at the northwesterly corner of the lands described in Document No. 2004-0022661, filed on June 3, 2004, Official Records of Nevada County, California, as shown on Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California, said northwesterly corner being the **POINT OF BEGINNING**, and said northwesterly corner also being coincident with the southwesterly corner of the lands described in said Book 718, Page 237;

THENCE, North 31°25'00" West, a distance of 18.67 feet along the westerly boundary of the lands described in said Book 718, Page 237, to the southerly right-of-way of West River Street as shown on said Book 17 of Surveys, Page 237;

THENCE, North 70°41'39" East, a distance of 91.63 feet along said southerly right-of-way to the southerly boundary of the lands described in said Book 718, Page 237;

THENCE, along said southerly boundary a distance of 89.60 feet along the arc of a non-tangent curve to the left, having a radius of 2664.94 feet, through a central angle of 01°55'35", and a radial line from the beginning of said curve to the left bearing South 30°05'58" East, to the **POINT OF BEGINNING**.

**TOGETHER WITH** a portion of land situated in the North Half of Section 15, Township 17 North, Range 16 East, Mount Diablo Meridian, in the Town of Truckee, Nevada County, California, being a portion of the lands described in Document No. 1995-05461, filed on March 3, 1995, Official Records of Nevada County, California, and previously described in Document No. 1989-06327, filed on March 15, 1989, and Book 809, Page 618, filed on August 25, 1976, Official Records of Nevada County, California, and being more particularly described as follows:

**COMMENCING** at the westernmost corner of the lands described in said Book 809, Page 618, as shown on Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California, said westernmost corner being coincident with the southerly right-of-way of the Union Pacific Railroad as shown on said Book 17 of Surveys, Page 237;

THENCE, North 54°30'00" East, a distance of 23.70 feet along said southerly right-of-way;

THENCE, along said southerly right-of-way a distance of 12.25 feet along the arc of a tangent curve to the right, having a radius of 2764.94 feet, through a central angle of 00°15'14", to the **POINT OF BEGINNING** at the intersection of said southerly right-of-way and the northerly 60-foot wide right-of-way of West River Street as described in Book 215, Page 324, filed on December 5, 1955, Official Records of Nevada County, California, as shown on said Book 17 of Surveys, Page 237;

THENCE, along said southerly right-of-way a distance of 70.60 feet along the arc of a tangent curve to the right, having a radius of 2764.94 feet, through a central angle of 01°27'46";

THENCE, South 12°04'00" East, a distance of 18.67 feet to said northerly right-of-way;

THENCE, South 70°41'39" West, a distance of 65.77 feet along said northerly right-of-way to the **POINT OF BEGINNING**.

Containing a total of 1,434 square feet of land, more or less.

**BASIS OF BEARING:**

Identical to that of Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California.

See Attachment A for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS  
California Certificate No. 8692  
US Geomatics  
P.O. Box 3299  
Reno, Nevada, 89505

FOR REVIEW

**CALIFORNIA ALL-PURPOSE 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 Nevada

On \_\_\_\_\_ before me,  
\_\_\_\_\_ 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 of Notary

**EXHIBIT 2**

**GRANT DEED FORM FOR TOWN EXCHANGE LAND GRANT TO STRATTON**

Recording Requested by:

Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161

After Recordation Mail to and  
Mail Tax Statements to:

Edgar J. Stratton and Galeen R. Stratton  
PO Box 34036  
Truckee, CA 96160

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

**Documentary Transfer Tax is \$\_\_\_\_\_**

**GRANT DEED**

**FOR VALUE RECEIVED**, the receipt and sufficiency of which are hereby acknowledged, the **TOWN OF TRUCKEE**, a California municipal corporation, ("Grantor") hereby grants to Edgar J. Stratton and Galeen R. Stratton, all of that certain real property more particularly depicted in Attachment A and described in Attachment B, both attached hereto and incorporated herein by this reference ("Property"), subject to (a) all non-delinquent real property taxes; (b) all non-delinquent special assessments, if any; (c) all other liens, leases, easements, encumbrances, covenants, conditions, restrictions and other matters of record; and (d) all matters affecting the status of title that would be revealed by an accurate survey of the subject property, reserving therefrom a temporary road right-of-way easement, with a term commencing upon the recordation of the grant deed and expiring upon the sooner of: (i) three years from recordation of this Grant Deed, or (ii) Grantor's filing of a notice of completion for the street realignment project adjacent to the Property.

Grantor disclaims any and all express or implied warranties regarding the Property other than the implied warranties stated in Section 1113 of the California Civil Code.

**Dated:** \_\_\_\_\_, 2025

TOWN OF TRUCKEE, a California municipal corporation

By: \_\_\_\_\_

Jen Callaway, Town Manager

**CALIFORNIA ALL-PURPOSE 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 Nevada

On \_\_\_\_\_ before me,  
\_\_\_\_\_ 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.

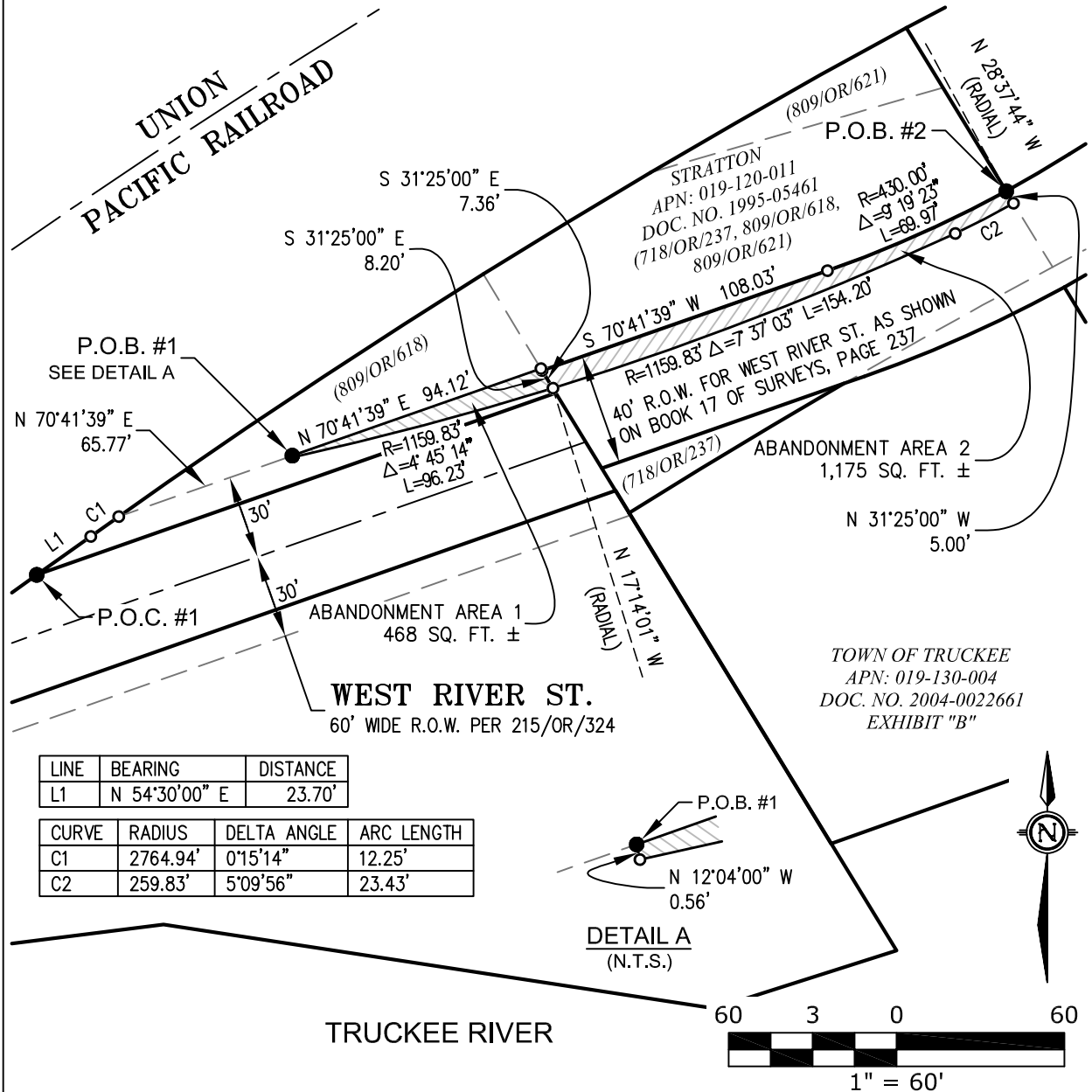
**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary

**ATTACHMENT A: PLAT MAP OF TOWN EXCHANGE AREA**

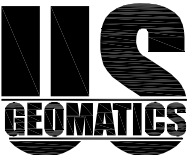
**BASIS OF BEARING:**  
 IDENTICAL TO THAT OF BOOK 17 OF SURVEYS, PAGE  
 237, FILED ON JUNE 7, 2023, OFFICIAL RECORDS OF  
 NEVADA COUNTY, CALIFORNIA.

**TOTAL AREA OF ABANDONMENT:**  
 1,643 SQUARE FEET ±



LINE	BEARING	DISTANCE
L1	N 54°30'00" E	23.70'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	2764.94'	0°15'14"	12.25'
C2	259.83'	5°09'56"	23.43'



**P.O. Box 3299**  
**Reno, NV 89505**  
**P. 775.786.5111**  
**www.usgeomatics.com**  
**info@usgeomatics.com**

**ATTACHMENT A**  
**TOWN OF TRUCKEE**  
**RIGHT-OF-WAY ABANDONMENT**  


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**A PORTION OF THE NORTH HALF**  
**OF SECTION 15, T.17N., R.16E., M.D.M.**  


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 TRUCKEE                      NEVADA COUNTY                      CALIFORNIA

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**ATTACHMENT B: LEGAL DESCRIPTION OF TOWN EXCHANGE**

## ATTACHMENT B

### RIGHT-OF-WAY ABANDONMENT

A portion of land situated in the North Half of Section 15, Township 17 North, Range 16 East, Mount Diablo Meridian, in the Town of Truckee, Nevada County, California, being a portion of the lands described in Book 215, Page 324, filed on December 5, 1955, Official Records of Nevada County, California, and being more particularly described as follows:

**COMMENCING** at the westernmost corner of the lands described in Book 809, Page 618, filed on August 25, 1976, Official Records of Nevada County, California, as shown on Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California, said westernmost corner being coincident with the southerly right-of-way of the Union Pacific Railroad as shown on said Book 17 of Surveys, Page 237;

THENCE, North  $54^{\circ}30'00''$  East, a distance of 23.70 feet along said southerly right-of-way;

THENCE, along said southerly right-of-way a distance of 12.25 feet along the arc of a tangent curve to the right, having a radius of 2764.94 feet, through a central angle of  $00^{\circ}15'14''$ , to the intersection of said southerly right-of-way and the northerly 60-foot wide right-of-way of West River Street as described in said Book 215, Page 324, as shown on said Book 17 of Surveys, Page 237;

THENCE, North  $70^{\circ}41'39''$  East, a distance of 65.77 feet along said northerly right-of-way to the **POINT OF BEGINNING**;

THENCE, North  $70^{\circ}41'39''$  East, a distance of 94.12 feet along said northerly right-of-way to the easterly boundary of the lands described in said Book 809, Page 618;

THENCE, South  $31^{\circ}25'00''$  East, a distance of 8.20 feet along said easterly boundary;

THENCE, a distance of 96.23 feet along the arc of a non-tangent curve to the right, having a radius of 1159.83 feet, through a central angle of  $04^{\circ}45'14''$ , and a radial line from the beginning of said curve to the right bearing North  $17^{\circ}14'01''$  West;

THENCE, North  $12^{\circ}04'00''$  West, a distance of 0.56 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH** a portion of land situated in the North Half of Section 15, Township 17 North, Range 16 East, Mount Diablo Meridian, in the Town of Truckee, Nevada County, California, being a portion of the right-of-way of West River Street as shown on Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California, and being more particularly described as follows:

**COMMENCING** at the southeasterly corner of the lands described in Document No. 1995-05461, filed on March 3, 1995, Official Records of Nevada County, California, as shown on said Book 17 of Surveys, Page 237, said southeasterly corner being the **POINT OF BEGINNING**, and said southeasterly corner also being located on the easterly boundary of the

lands described in Book 718, Page 237, filed on November 27, 1974, Official Records of Nevada County, California;

THENCE, along the northerly right-of-way of West River Street as shown on said Book 17 of Surveys, Page 237, a distance of 69.97 feet along the arc of a non-tangent curve to the right, having a radius of 430.00 feet, through a central angle of 09°19'23", and a radial line from the beginning of said curve to the right bearing North 28°37'44" West;

THENCE, South 70°41'39" West, a distance of 108.03 feet along said northerly right-of-way to the westerly boundary of the lands described in said Book 718, Page 237;

THENCE, South 31°25'00" East, a distance of 7.36 feet along said westerly boundary;

THENCE, a distance of 154.20 feet along the arc of a non-tangent curve to the left, having a radius of 1159.83 feet, through a central angle of 07°37'03", and a radial line from the beginning of said curve to the left bearing North 17°14'01" West;

THENCE, a distance of 23.43 feet along the arc of a compound curve to the left, having a radius of 259.83 feet, through a central angle of 05°09'56", to said easterly boundary;

THENCE, North 31°25'00" West, a distance of 5.00 feet along said easterly boundary to the **POINT OF BEGINNING**.

Containing a total of 1,643 square feet of land, more or less.

**BASIS OF BEARING:**

Identical to that of Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California.

See Attachment A for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS  
California Certificate No. 8692  
US Geomatics  
P.O. Box 3299  
Reno, Nevada, 89505

FOR REVIEW

**EXHIBIT 3**

**QUITCLAIM DEED FORM FOR EXISTING RIGHT-OF-WAY QUITCLAIM AREA**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Town of Truckee  
Attn: Town Clerk  
10183 Truckee Airport Road  
Truckee, CA 96161

Not Subject to Fees - Gov't Code §27383

APN: None

DOCUMENTARY TRANSFER TAX \$ <u>0</u>
EXEMPTION (R&T CODE) <u>R&amp;T 11922</u>
EXPLANATION <u>Gov't agency acquiring title</u>

**Exhibit 3  
QUITCLAIM DEED**

(THE UNDERSIGNED DECLARES DOCUMENTARY TRANSFER TAX IS \$0, PURSUANT TO REVENUE &  
TAXATION CODE § 11922 – TITLE ACQUIRED BY TOWN OF TRUCKEE)

For a valuable consideration, receipt of which is hereby acknowledged, Edgar J. Stratton and Galeen R. Stratton hereby quitclaim to the Town of Truckee, a California municipal corporation, the following real property in the Town of Truckee, County of Nevada, California:

**(See Attachments A and B, attached hereto)**

Date:

\_\_\_\_\_  
(Signature of Edgar J. Stratton)

Date:

\_\_\_\_\_  
(Signature of Galeen R. Stratton)

**CALIFORNIA ALL-PURPOSE 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 Nevada

On \_\_\_\_\_ before me,  
\_\_\_\_\_ 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 of Notary

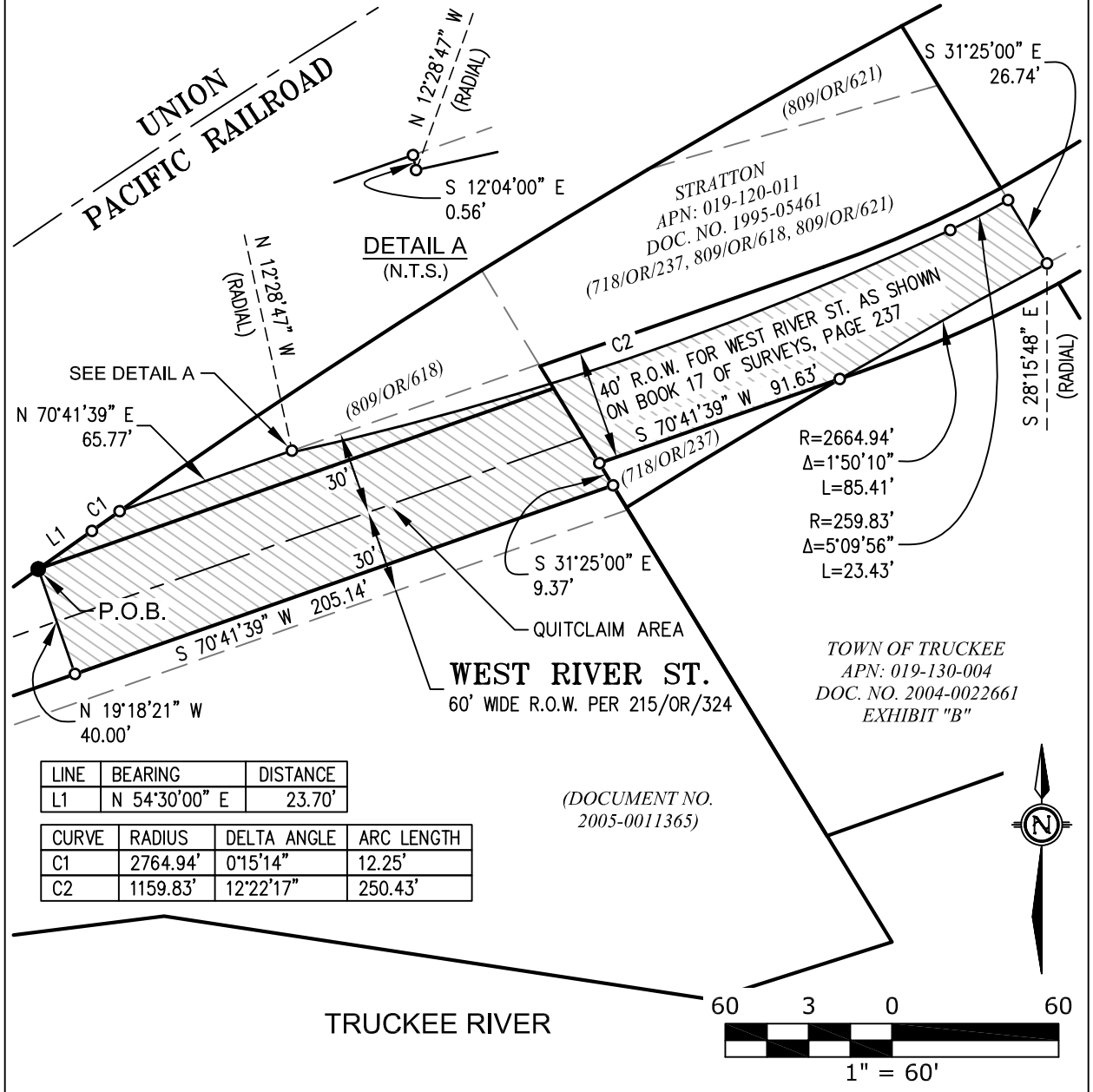
**ATTACHMENT A PLAT MAP OF EXISTING RIGHT-OF-WAY QUITCLAIM AREA**

**BASIS OF BEARING:**

IDENTICAL TO THAT OF BOOK 17 OF SURVEYS, PAGE 237, FILED ON JUNE 7, 2023, OFFICIAL RECORDS OF NEVADA COUNTY, CALIFORNIA.

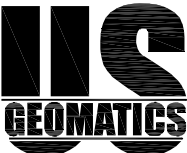
**TOTAL AREA OF QUITCLAIM:**

14,804 SQUARE FEET ±



LINE	BEARING	DISTANCE
L1	N 54°30'00" E	23.70'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	2764.94'	0°15'14"	12.25'
C2	1159.83'	12°22'17"	250.43'



P.O. Box 3299  
 Reno, NV 89505  
 P. 775.786.5111  
 www.usgeomatics.com  
 info@usgeomatics.com

ATTACHMENT A  
 TOWN OF TRUCKEE  
**EXISTING RIGHT-OF-WAY QUITCLAIM AREA**  


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**A PORTION OF THE NORTH HALF**  


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**OF SECTION 15, T.17N., R.16E., M.D.M.**  


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 TRUCKEE                      NEVADA COUNTY                      CALIFORNIA

SHEET  
 1  
 OF  
 1

**ATTACHMENT B LEGAL DESCRIPTION OF EXISTING RIGHT-OF-WAY QUITCLAIM AREA**

## ATTACHMENT B

### EXISTING RIGHT-OF-WAY QUITCLAIM AREA

A portion of land situated in the North Half of Section 15, Township 17 North, Range 16 East, Mount Diablo Meridian, in the Town of Truckee, Nevada County, California, being a portion of the right-of-way of West River Street as shown on Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California, and being more particularly described as follows:

**COMMENCING** at the westernmost corner of the lands described in Book 809, Page 618, filed on August 25, 1976, Official Records of Nevada County, California, as shown on said Book 17 of Surveys, Page 237, said westernmost corner being the **POINT OF BEGINNING**, and said westernmost corner also being coincident with the southerly right-of-way of the Union Pacific Railroad as shown on said Book 17 of Surveys, Page 237;

THENCE, North  $54^{\circ}30'00''$  East, a distance of 23.70 feet along said southerly right-of-way;

THENCE, along said southerly right-of-way a distance of 12.25 feet along the arc of a tangent curve to the right, having a radius of 2764.94 feet, through a central angle of  $00^{\circ}15'14''$ , to the intersection of said southerly right-of-way and the northerly 60-foot wide right-of-way of West River Street as described in Book 215, Page 324, filed on December 5, 1955, Official Records of Nevada County, California, as shown on said Book 17 of Surveys, Page 237;

THENCE, North  $70^{\circ}41'39''$  East, a distance of 65.77 feet along said northerly right-of-way;

THENCE, South  $12^{\circ}04'00''$  East, a distance of 0.56 feet;

THENCE, a distance of 250.43 feet along the arc of a non-tangent curve to the left, having a radius of 1159.83 feet, through a central angle of  $12^{\circ}22'17''$ , and a radial line from the beginning of said curve to the left bearing North  $12^{\circ}28'47''$  West;

THENCE, a distance of 23.43 feet along the arc of a compound curve to the left, having a radius of 259.83 feet, through a central angle of  $05^{\circ}09'56''$ , to the easterly boundary of the lands described in Book 718, Page 237, filed on November 27, 1974, Official Records of Nevada County, California;

THENCE, South  $31^{\circ}25'00''$  East, a distance of 26.74 feet along said easterly boundary to the southeasterly corner of the lands described in said Book 718, Page 237;

THENCE, along the southerly boundary of the lands described in said Book 718, Page 237, a distance of 85.41 feet along the arc of a non-tangent curve to the left, having a radius of 2664.94 feet, through a central angle of  $01^{\circ}50'10''$ , and a radial line from the beginning of said curve to the left bearing South  $28^{\circ}15'48''$  East, to the northerly right-of-way of West River Street as shown on said Book 17 of Surveys, Page 237;

THENCE, South  $70^{\circ}41'39''$  West, a distance of 91.63 feet along said northerly right-of-way to the westerly boundary of the lands described in said Book 718, Page 237;

THENCE, South 31°25'00" East, a distance of 9.37 feet along said westerly boundary to the northerly boundary of the lands described in Document No. 2005-0011365, filed on March 30, 2005, Official Records of Nevada County, California;

THENCE, South 70°41'39" West, a distance of 205.14 feet along said northerly boundary;

THENCE, North 19°18'21" West, a distance of 40.00 feet to the **POINT OF BEGINNING**.

Containing 14,804 square feet of land, more or less.

**BASIS OF BEARING:**

Identical to that of Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California.

See Attachment A for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS  
California Certificate No. 8692  
US Geomatics  
P.O. Box 3299  
Reno, Nevada, 89505

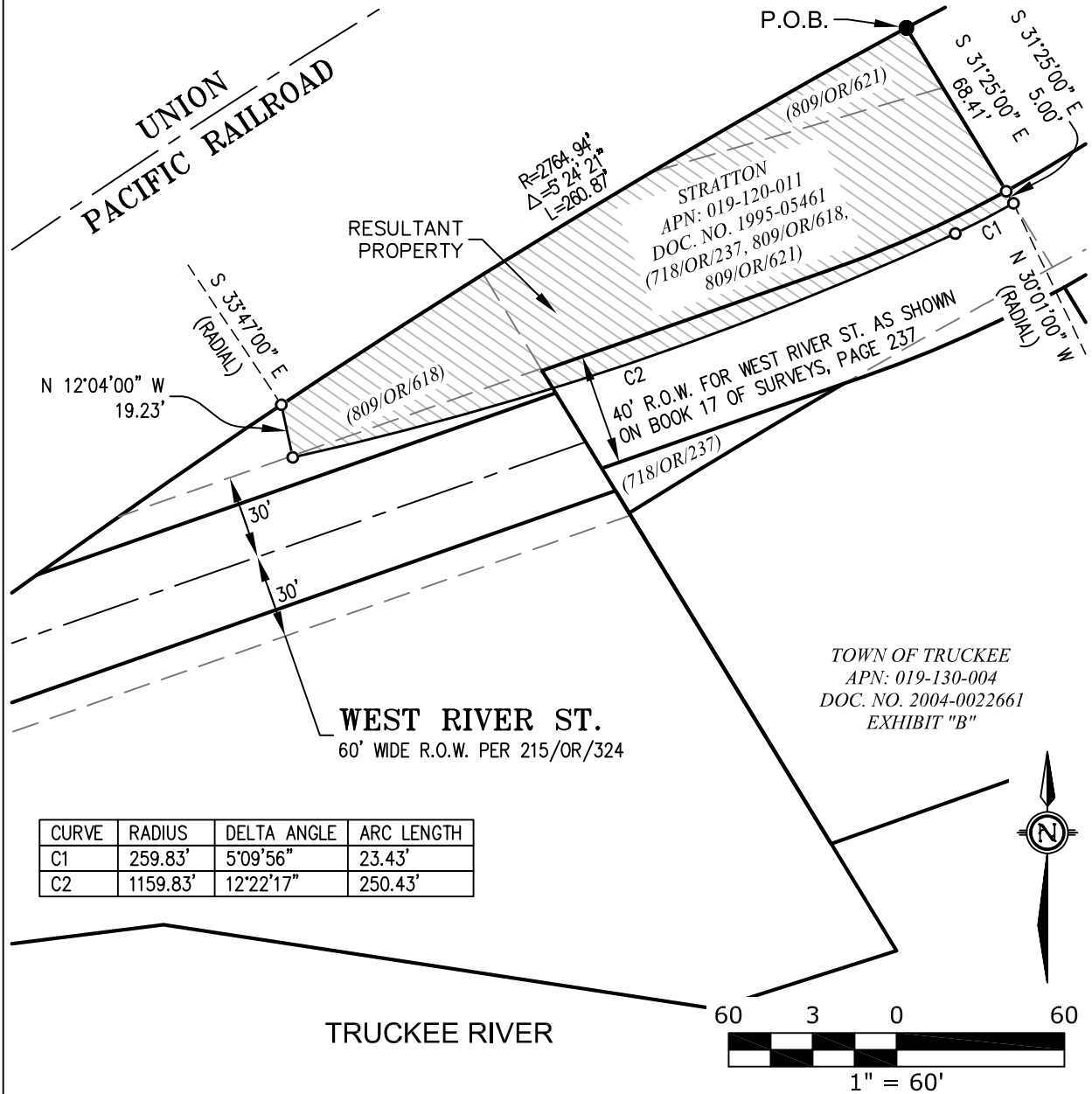
FOR REVIEW

**EXHIBIT 4A**

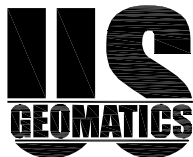
**PLAT MAP OF FUTURE STRATTON PROPERTY BOUNDARY**

**BASIS OF BEARING:**  
 IDENTICAL TO THAT OF BOOK 17 OF SURVEYS, PAGE  
 237, FILED ON JUNE 7, 2023, OFFICIAL RECORDS OF  
 NEVADA COUNTY, CALIFORNIA.

**TOTAL AREA OF RESULTANT PROPERTY:**  
 14,286 SQUARE FEET ±



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	259.83'	5°09'56"	23.43'
C2	1159.83'	12°22'17"	250.43'



**P.O. Box 3299  
 Reno, NV 89505  
 P. 775.786.5111  
 www.usgeomatics.com  
 info@usgeomatics.com**

**ATTACHMENT A**  
**TOWN OF TRUCKEE**  
**RESULTANT STRATTON PROPERTY**  


---

**A PORTION OF THE NORTH HALF**  
**OF SECTION 15, T.17N., R.16E., M.D.M.**  


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 TRUCKEE                      NEVADA COUNTY                      CALIFORNIA

**SHEET**  
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**EXHIBIT 4B**

**LEGAL DESCRIPTION OF FUTURE STRATTON PROPERTY BOUNDARY**

## ATTACHMENT B

### RESULTANT STRATTON PROPERTY

A portion of land situated in the North Half of Section 15, Township 17 North, Range 16 East, Mount Diablo Meridian, in the Town of Truckee, Nevada County, California, being a portion of the lands described in Document No. 1995-05461, filed on March 3, 1995, Official Records of Nevada County, California, and a portion of the right-of-way of West River Street as shown on Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California, and being more particularly described as follows:

**COMMENCING** at the northeasterly corner of the lands described in said Document No. 1995-05461, as shown on said Book 17 of Surveys, Page 237, said northeasterly corner being the **POINT OF BEGINNING**;

THENCE, South 31°25'00" East, a distance of 68.41 feet along the easterly boundary of the lands described in said Document No. 1995-05461 to the southeasterly corner of the lands described in said Document No. 1995-05461;

THENCE, South 31°25'00" East, a distance of 5.00 feet along the easterly boundary of the lands described in Book 718, Page 237, filed on November 27, 1974, Official Records of Nevada County, California;

THENCE, a distance of 23.43 feet along the arc of a non-tangent curve to the right, having a radius of 259.83 feet, through a central angle of 05°09'56", and a radial line from the beginning of said curve to the right bearing North 30°01'00" West;

THENCE, a distance of 250.43 feet along the arc of a compound curve to the right, having a radius of 1159.83 feet, through a central angle of 12°22'17";

THENCE, North 12°04'00" West, a distance of 19.23 feet to the southerly right-of-way of the Union Pacific Railroad as shown on said Book 17 of Surveys, Page 237;

THENCE, a distance of 260.87 feet along the arc of a non-tangent curve to the right, having a radius of 2764.94 feet, through a central angle of 05°24'21", and a radial line from the beginning of said curve to the right bearing South 33°47'00" East to the **POINT OF BEGINNING**.

Containing 14,286 square feet of land, more or less.

**BASIS OF BEARING:**

Identical to that of Book 17 of Surveys, Page 237, filed on June 7, 2023, as Document No. 20230007278, Official Records of Nevada County, California.

See Attachment A for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS  
California Certificate No. 8692  
US Geomatics  
P.O. Box 3299  
Reno, Nevada, 89505

FOR REVIEW

**EXHIBIT 5**

**RIGHT OF ENTRY FORM FOR TEMPORARY ACCESS TO STRATTON PROPERTY FOR  
PURPOSES OF REALIGNING WEST RIVER STREET**

## TEMPORARY RIGHT OF ENTRY AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_, 20XX by and between Edgar J. Stratton and Galeen R. Stratton (collectively, "Owner"), and the Town of Truckee, a municipal corporation of the State of California (the "Town").

### Section 1: Recitals

1.1 Town and Owner have previously entered into a "Land Exchange Agreement", under which Town and Owner agreed to exchange certain real property located on West River Street in Truckee, which will allow to realign the paved surface and public right-of-way for West River Street to the south ("Project"). As part of the Project, Town requires a temporary right of access upon and across Owner's property located at 10262 West River Street and bearing Nevada County Assessor's Parcel No. 019-120-011-000 ("Property").

1.2 Owner and the Town wish to provide for entry by the Town and its contractors onto the Property during the Project.

### Section 2: License to Enter Property

2.1 On all of the terms, covenants and conditions contained in this Agreement, Owner hereby grants to Town a temporary license (the "License") to enter upon the Property as necessary for the purpose of constructing the improvements substantially as shown on the plans shown in Attachment A" attached hereto and incorporated herein by reference (the "Improvements"). The License shall expire upon completion of the Improvements.

2.2 Town shall repair damage to the Property caused by construction of the Improvements.

2.3 Town shall provide consideration to Owner for the grant of the License, through construction of the Improvements, which will move the vehicular traffic on West River Street away from the Property. Owner acknowledges that Town's obligations hereunder constitute good and sufficient consideration for the grant of the License, because the construction of the Improvements will tend to benefit the Property.

### Section 3: General Provisions

#### 3.1 Assignment/Successors

This Agreement may not be assigned without prior written approval of all parties, which approval shall not be unreasonably withheld or delayed, provided that if the Property is sold the burdens and benefits of this Agreement shall run with the land without the need for an assignment. The terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, administrators, assigns and successors of the parties hereto.

#### 3.2 Authority

Each party warrants that the person executing this Agreement on behalf of the respective party is fully authorized by that party to do so.

### 3.3 Notices

All notices required to be given under this Agreement shall be in writing and sent by (a) first class mail, postage prepaid, in which case notice shall be deemed delivered three (3) business days after deposit in the United States Mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means, in which case notice shall be deemed delivered in one (1) business day after the day it was transmitted by telecopier or similar means, provided that transmission report is generated reflecting the accurate transmission of the notices. The place for delivery of all notices given under this Agreement shall be as follows:

Owner: Edgar J. Stratton and Galeen R. Stratton  
PO Box 34036  
Truckee, CA 96160

Town: Town Manager  
Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161

or to such other addresses that any party may respectively designate by written notice to the others.

### 3.4 Entire Agreement

This Agreement and the attached exhibit, which is herein incorporated into this Agreement by this reference, supersede all previous oral or written communication and contain the entire agreement of the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

### 3.5 Construction

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Agreement.

### 3.6 Waiver

Waiver of any provision or of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

### 3.7 Severability

In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected.

3.8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which taken together shall constitute one instrument.

3.9 Representation

This Agreement is executed voluntarily by each of the parties hereto, all of whom have been advised by independent counsel of their choice as to the content and effect of this Agreement.

3.10 Governing Law and Venue

The Agreement shall be governed by and construed according to the laws of the State of California. Nevada County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF TRUCKEE

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Jen Callaway, Town Manager

Edgar J. Stratton

APPROVED AS TO FORM:

\_\_\_\_\_

Galeen R. Stratton

By: \_\_\_\_\_  
Andrew Morris, Town Attorney

Exhibit A: Improvements

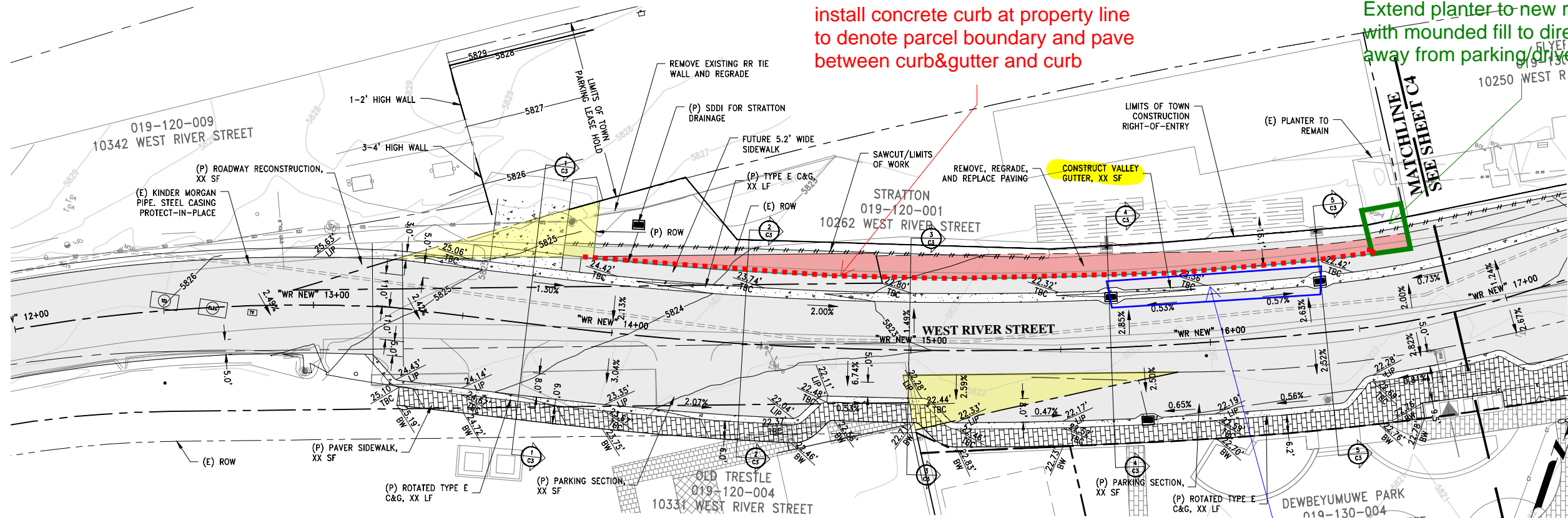


**Attachment A**

**FUTURE ALIGNMENT OF WEST RIVER STREET TO BE IMPLEMENTED BY TOWN  
IMPROVEMENT PLANS**

**Acumen Engineering LLC  
Town of Truckee / Stratton West River  
Preliminary Improvement Plans  
Sheets C1 – C4 Dated November 21, 2025**

P:\2025\25028 Tot Stratton W River\ACAD\SHEETS\25028\_GRADING\_PLAN.dwg



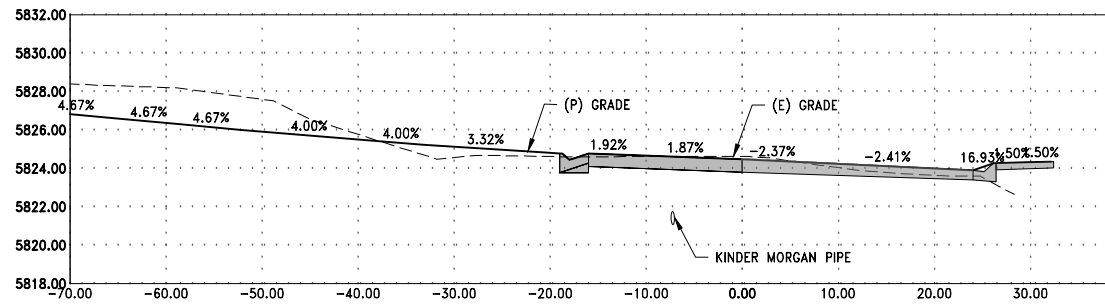
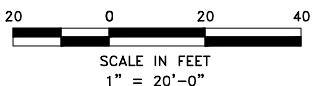
install concrete curb at property line to denote parcel boundary and pave between curb&gutter and curb

Extend planter to new right-of-way with mounded fill to direct motorists away from parking/drieway

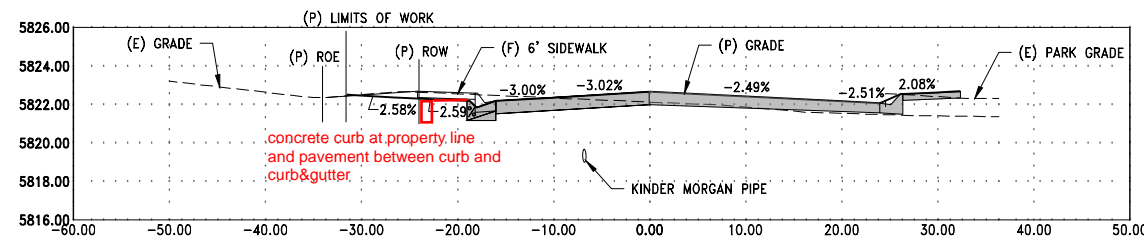
### WEST RIVER GRADING PLAN

STA "WR" 12+00 TO 16+75  
SCALE 1"=10'

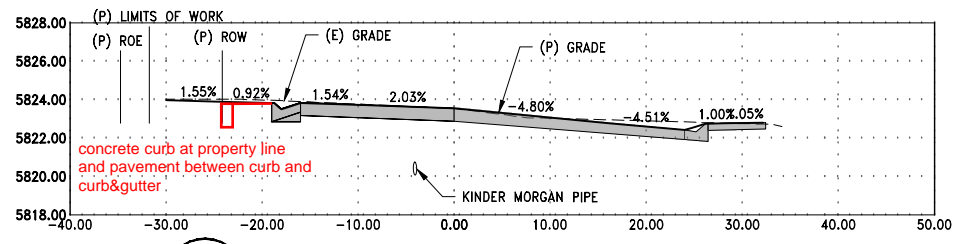
Construct 1-inch deep by 36-inch wide valley gutter between these two inlets or standard 4-inch deep Type E curb&gutter consistent with rest of frontage



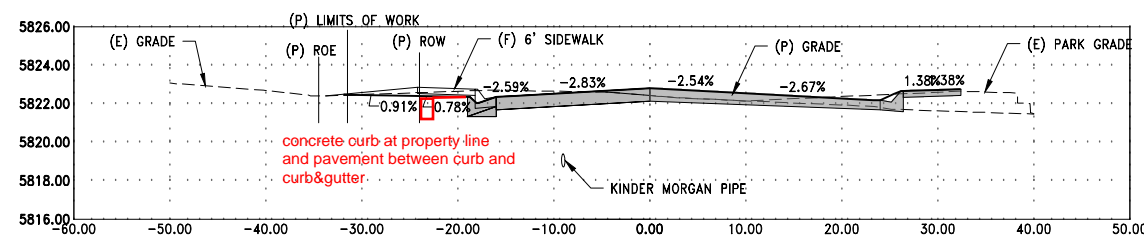
1 WEST RIVER ST STA "WR NEW" 13+71.65  
C3 SCALE: 1" = 10'



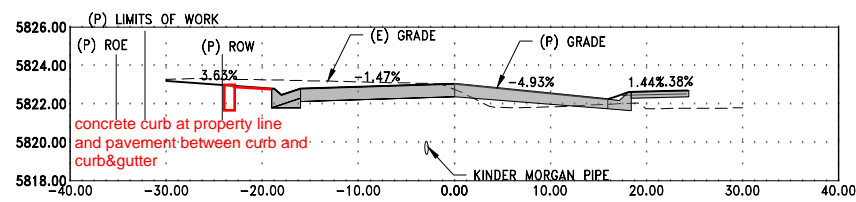
4 WEST RIVER ST STA "WR NEW" 15+66.80  
C3 SCALE: 1" = 10'



2 WEST RIVER ST STA "WR NEW" 14+44.00  
C3 SCALE: 1" = 10'



5 WEST RIVER ST STA "WR NEW" 16+38.70  
C3 SCALE: 1" = 10'



3 WEST RIVER ST STA "WR NEW" 14+99.40  
C3 SCALE: 1" = 10'

REVISIONS:
