

**TOWN OF TRUCKEE
California**

RESOLUTION 2025-49

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE
APPROVING A MINOR STREET VACATION, PUBLIC SERVICE EASEMENTS VACATIONS
(DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT ABANDONMENTS), AND LOT
LINE ADJUSTMENT FOR A PORTION OF EDWIN WAY
10162 EDWIN WAY; ASSESSOR'S PARCEL NUMBER 043-060-011-000
PLANNING APPLICATION NO. 2024-00000118
(GRAY'S CROSSING LAND HOLDINGS LLC)**

WHEREAS, the Town of Truckee Planning Commission approved Resolution 2024-02 approving the Village at Gray's Crossing Hotel (Planning Application 2023-00000078); and

WHEREAS, when the building permits for the Village at Gray's Crossing Hotel were submitted for review (Building Permits 2024-00000738 and 2024-00000739), it was noted that the private improvements for the hotel parking were located in the Edwin Way right-of-way; and

WHEREAS, the Edwin Way right-of-way (also known as Lot "W") is also encumbered with a public utility easement and drainage easement as identified in Note 1 of the Owner's Statement on Sheet 1 of The Village at Gray's Crossing Phase 1 Final Map (Final Map No. 02-007), in Book 8, Page 182;

WHEREAS, in order to allow private improvements in the right-of-way and public utility and drainage easements, the right-of-way and easements are required to be abandoned; and

WHEREAS, the Town of Truckee received a Minor Street Vacation application, a Drainage and Public Utility Easements Abandonment application, and Lot Line Adjustment Application; and

WHEREAS, the Town Engineering Division has reviewed the Minor Street Vacation proposed for a 1,047 s.f. portion of the Edwin Way right-of-way adjacent to APN 043-060-011 (10162 Edwin Way) will be equal to or less than the 1,614 s.f. right-of-way dedication proposed on APN 043-070-004 (11760 Henness Road); and

WHEREAS, the Town Engineering Division has reviewed the drainage easement abandonment in the portion of the Edwin Way right-of-way proposed to be abandoned; and

WHEREAS, environmental review has been conducted in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines and the Planning Commission has determined the project will not have a significant impact on the environment and is exempt from environmental review in accordance with Section 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, the Community Development Director and Town Engineer/Public Works Director have found that the right-of-way and easement abandonments would have no effect on the public; and

WHEREAS, all public utilities with an interest in the Edwin Way right-of-way and

easements have been notified of the requested Minor Street Vacation and Drainage and Public Utility Easement Abandonments and have either abandoned their respective interests, authorized the Town to do so, or have not objected to the proposed vacations; and

WHEREAS, pursuant to California Streets and Highways Code section 8334(a), the Town Council may summarily vacate any excess right-of-way of a street that is not required for street purposes;

NOW, THEREFORE, BE IT RESOLVED, the Town Council takes the following actions on Planning Application 2024-00000118 (Village at Gray's Crossing Hotel Easement and Right-of-Way Abandonment and Lot Line Adjustment):

- 1) Determines the project exempt from the California Environmental Quality Act per Section 15601(b)(3);
- 2) Approves a Minor Street Vacation pursuant to Chapter 4 of Part 3 of Division 9 of the California Streets and Highways Code, and Public Service Easement Vacations (drainage easement abandonment and public utility easement abandonment) for a 1,047 s.f. portion of Edwin Way located on the east of side of 10162 Edwin Way (APN 043-060-011), as shown in Exhibit A with the condition that the applicant/owner shall execute and return a signed copy of the Town of Truckee Indemnity, Hold Harmless, and Defense Agreement, attached hereto as Exhibit D;
- 3) Authorizes the Town Manager to quitclaim the abandoned portion of the Edwin Way right-of-way and easements; and
- 4) Approves a Lot Line Adjustment to incorporate the vacated portion of Edwin Way into APN 043-060-011 (11760 Henness Road), attached hereto as Exhibit B.
- 5) Declares that from and after the date this resolution is recorded, the vacated portion of Edwin Way no longer constitutes a street, pursuant to Streets and Highways Code section 8335(b).
- 6) Authorizes and directs the Town Clerk to cause a certified copy of this resolution, attested by the Town Clerk under seal, to be recorded without acknowledgment in the office of the Nevada County Recorder, for which no fee shall be charged pursuant to Streets and Highways Code section 8336.

BE IT FURTHER RESOLVED, the Town Council hereby adopts the findings set forth in Exhibit "C" (Findings), in support of approval of these actions.

The foregoing resolution was introduced by _____, seconded by _____, at a regular meeting of the Truckee Town Council, held on the __ day of _____, 2025 and adopted by the following vote:

AYES:

NOES:

ABSENT:

Jan Zabriskie, Mayor

ATTEST:

Kelly Carpenter, Town Clerk

Attachments:

- Exhibit A: Exhibit and Legal Description of Right-of-Way Abandonment and Minor Public Service Easements Vacations (Drainage and Public Utility Easement Abandonments)
- Exhibit B: Draft Lot Line Adjustment Exhibits
- Exhibit C: Findings
- Exhibit D: Draft Indemnity, Hold Harmless and Defense Agreement

RESOLUTION 2025-49

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE
APPROVING A MINOR STREET VACATION, PUBLIC SERVICE EASEMENTS VACATIONS
(DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT ABANDONMENTS), AND LOT
LINE ADJUSTMENT FOR A PORTION OF EDWIN WAY
10162 EDWIN WAY; ASSESSOR'S PARCEL NUMBER 043-060-011-000
PLANNING APPLICATION NO. 2024-00000118
(GRAY'S CROSSING LAND HOLDINGS LLC)**

EXHIBIT "A"

**EXHIBIT AND LEGAL DESCRIPTION OF RIGHT-OF-WAY ABANDONMENT AND MINOR
PUBLIC SERVICE VACATIONS (DRAINAGE EASEMENT AND PUBLIC UTILITY
EASEMENT ABANDONMENTS)**

RECORDING REQUESTED BY:

When Recorded, Return To:

Kelly Carpenter, Town Clerk
10183 Truckee Airport Road
Truckee, CA 96161

Not Subject to Fees: GCS 27383

APN: 043-060-011-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM ABANDONMENT OF RIGHT OF WAY AND EASEMENTS DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$0 County Tax is \$

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Incorporated Area of the Town of Truckee

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The Town of Truckee**

hereby remises, releases and quitclaims to **Gray's Crossing Land Holdings LLC, a California Limited Liability Company** the following described real property, road right of way, drainage and Public Utilities Easement in the Incorporated Town of Truckee, County of Nevada, State of California:

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

JENNIFER CALLAWAY
TOWN MANAGER
TOWN OF TRUCKEE

DATE

MAIL TAX STATEMENTS AS DIRECTED ABOVE

QUITCLAIM DEED

EXHIBIT "A"

Quitclaim Deed

**Edwin Way Right of Way, Drainage and Public Utility Easement
Abandonment**

Description of all that property being a portion of that parcel of land identified as Lot W as shown on that Final Map No. 02-007 for the Village at Gray's Crossing, Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County, O.R.N.C., also shown on that Final Map for the Village at Gray's Crossing, Phase 1, recorded in Book 9 of Subdivisions, Page 26, O.R.N.C., being a portion of Section 11, Township 17 North, Range 16 East, Mount Diablo Base and Meridian, in the Incorporated Town of Truckee, County of Nevada, State of California and being more particularly described as follows:

Beginning at a point on the westerly right of way line of Edwin Way from which the southeast corner of Lot C and the northeasterly corner of Lot F as shown on said Final Map, recorded in Book 9 of Subdivisions, Page 26, bears North 10°33'04" East, 53.10 feet; thence from said **Point of Beginning** along the following six (6) courses:


1. South 05°10'08" West, 84.49 feet;
2. thence along the boundary of said Lot W as shown on that Final Map for the Village at Gray's Crossing, Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County for the following four (4) courses:
 1. thence South 65°10'08" West, 9.03 feet;
 2. thence North 24°49'52" West, 9.79 feet;
 3. thence North 05°10'08" East, 73.18 feet;
 4. thence North 65°10'08" East, 14.68 feet to the **Point of Beginning**.

Containing 1,047 square feet, more, or less.

The Basis of Bearings is identical to that Final Map No. 2020-0000029 Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County.

See easement is shown on Exhibit "B" attached hereto and made a part hereof.

End of Description.



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

4-15-25
Date



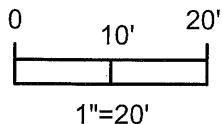


EXHIBIT "B"

QUITCLAIM DEED

RIGHT OF WAY, DRAINAGE AND PUBLIC

UTILITIES EASEMENT ABANDONMENT

PORTION OF SECTION 11, T.17 N., R.16 E., MDB &M.

TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA

MAY, 2025

SCALE: 1"=20'

LEGEND

- DIMENSION POINT
- O.R.N.C. OFFICIAL RECORDS
- NEVADA COUNTY
- PROPERTY LINE
- TIE LINE
- NEW RIGHT OF WAY LINE
- (1) RECORD DATA PER 9 SUBS 26, O.R.N.C.

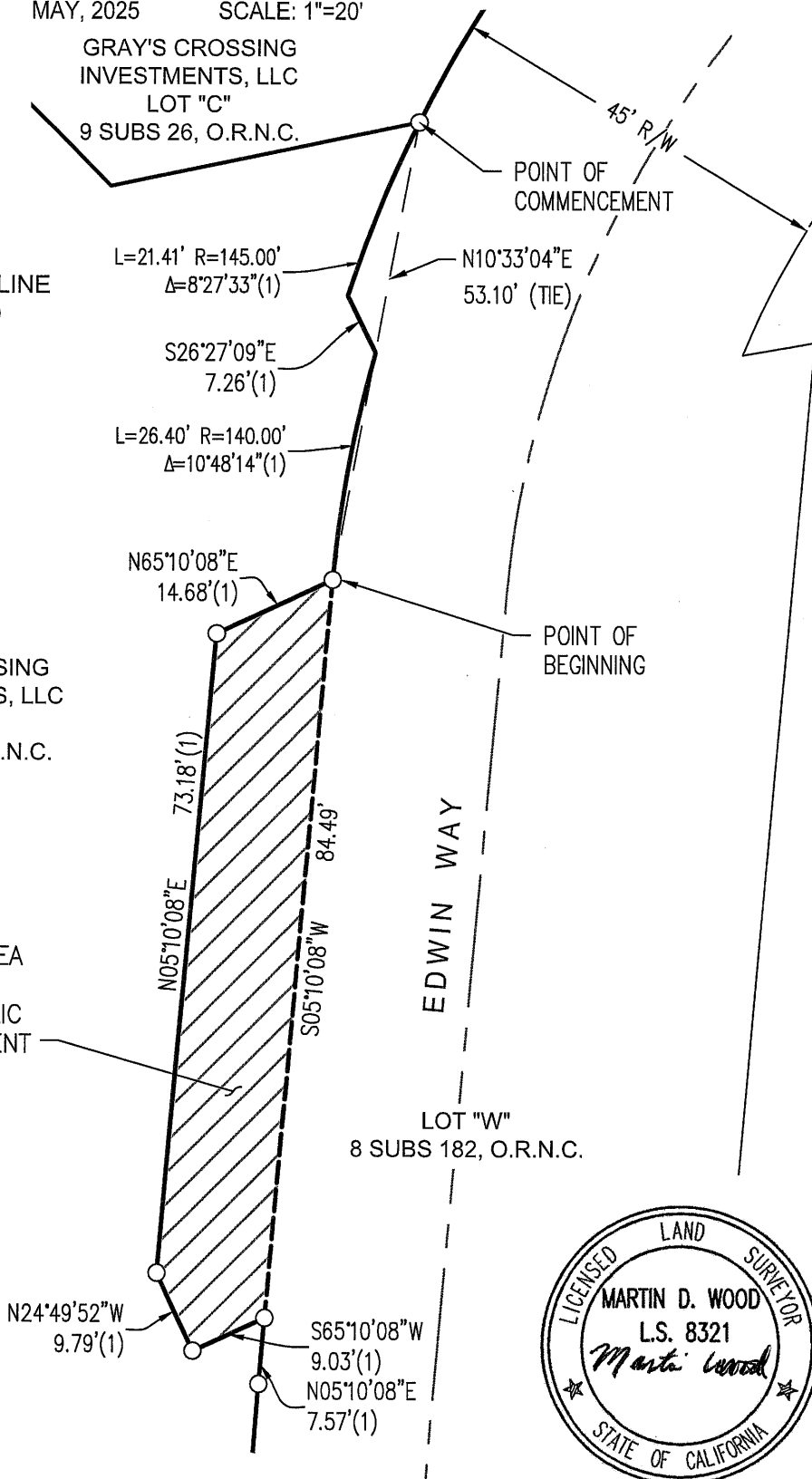
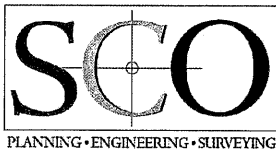


GRAY'S CROSSING
LAND HOLDINGS, LLC
LOT "F"
9 SUBS 26, O.R.N.C.

HATCHED AREA INDICATES AREA
OF ROAD RIGHT OF WAY,
DRAINAGE EASEMENT & PUBLIC
UTILITY EASEMENT ABANDONMENT
1,047 S.F. ±

BASIS OF BEARINGS

THE BASIS OF BEARING IS
IDENTICAL TO THE FINAL MAP NO.
2020-00000029, "THE VILLAGE AT
GRAY'S CROSSING" RECORDED IN
BOOK 9 OF SUBDIVISIONS AT PAGE
26, O.R.N.C.



RESOLUTION 2025-49

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE
APPROVING A MINOR STREET VACATION, PUBLIC SERVICE EASEMENTS VACATIONS
(DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT ABANDONMENTS), AND LOT
LINE ADJUSTMENT FOR A PORTION OF EDWIN WAY
10162 EDWIN WAY; ASSESSOR'S PARCEL NUMBER 043-060-011-000
PLANNING APPLICATION NO. 2024-00000118
(GRAY'S CROSSING LAND HOLDINGS LLC)**

EXHIBIT "B"

DRAFT LOT LINE ADJUSTMENT EXHIBITS

RECORDING REQUESTED BY:

SCO Planning & Engineering, Inc.

**When Recorded Mail Document
and Tax Statement To:**

John Abbate
140 Heron Way
Merced, CA 95340

APN: 043-060-011-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BOUNDARY LINE ADJUSTMENT TRANSFER DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ none City Tax is \$ none

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Incorporated Area of the Town of Truckee

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gray's Crossing Land Holdings LLC, A California Limited Liability Company

hereby grants to

Gray's Crossing Land Holdings LLC, A California Limited Liability Company

the following described real property in the Town of Truckee, the County of Nevada, State of California:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF

- 1. THIS BOUNDARY LINE ADJUSTMENT DEED IS MADE TO IMPLEMENT THE BOUNDARY LINE ADJUSTMENT AUTHORIZED PURSUANT TO THE TOWN OF TRUCKEE LOT LINE ADJUSTMENT APPROVAL FILE NO. LLA 2024-00000118 AND IS SOLELY FOR THE PURPOSE OF PERFECTING TITLE TO THE PROPERTY PURSUANT TO SAID APPROVED BOUNDARY LINE ADJUSTMENT.**



 Gray's Crossing Land Holdings LLC
 a California Limited Liability Company

6/13/25

 Date

Name: John Abbate

Title: Manager

Acknowledgements on following page(s)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

BOUNDARY LINE ADJUSTMENT DEED

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 Merced)

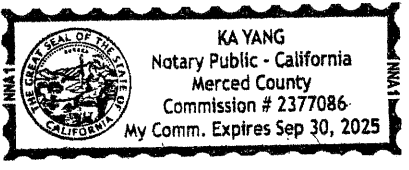
On June 3, 2025 before me, Ka Yang, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared John Abbate
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

EXHIBIT "A"

#2024-00000118/LLA

LEGAL DESCRIPTION

Transfer Parcel

Description of all that property being a portion of Section 11, Township 17 North, Range 16 East, Mount Diablo Base and Meridian, being a portion of Lot W per Final Map No. 02-007 The Village at Gray's Crossing Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County and being more particularly described as follows:

Beginning at a point on the westerly right of way line of Edwin Way from which the northwest corner of Lot F per Final Map FM2020-0000029 The Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County bears North 68°34'52" West, 264.02 feet; thence from said **Point of Beginning** along the following six (6) courses:

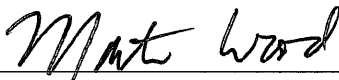
1. South 05°10'08" West, 84.49 feet;
2. thence along the boundary of said Lot W as shown on that Final Map for the Village at Gray's Crossing, Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County for the following four (4) courses:
 1. thence South 65°10'08" West, 9.03 feet;
 2. thence North 24°49'52" West, 9.79 feet;
 3. thence North 05°10'08" East, 73.18 feet;
 4. thence North 65°10'08" East, 14.68 feet to the **Point of Beginning**.

Containing 1,047 square feet, more, or less.

The Basis of Bearings is identical to that Final Map No. 2020-0000029 Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County.

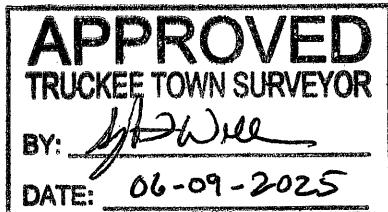
See Exhibit "B" attached hereto and made a part hereof.

End of Description.



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

4-15-25
Date



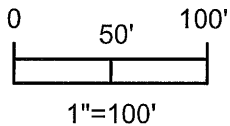


EXHIBIT "B"

LOT LINE ADJUSTMENT #2024-00000118/LLA TRANSFER PARCEL

PORTION OF SECTION 11, T.17 N., R.16 E., MDB&M.
TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA
MAY, 2025 SCALE: 1"=100'

LEGEND

- DIMENSION POINT
- O.R.N.C. OFFICIAL RECORDS
- NEVADA COUNTY
- P.O.B. POINT OF BEGINNING
- TRANSFER AREA
1,047 ± SQUARE FEET (SF)

THIS PLAT CONFORMS TO LOT LINE
ADJUSTMENT CASE NUMBER
2024-00000118 APPROVED BY THE
TOWN OF TRUCKEE ON _____, 202_.

DANIEL P. WILKINS,
TOWN OF TRUCKEE, RCE 56267

NOTES:

1. APPROVAL OF THIS BOUNDARY LINE ADJUSTMENT DOES NOT CONSTITUTE APPROVAL NOR GUARANTEE OF SEWAGE DISPOSAL OR WATER AVAILABILITY ON THIS PARCEL.
2. NO STRUCTURES CURRENTLY EXIST ON THESE PARCELS.

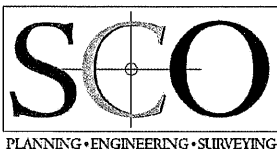
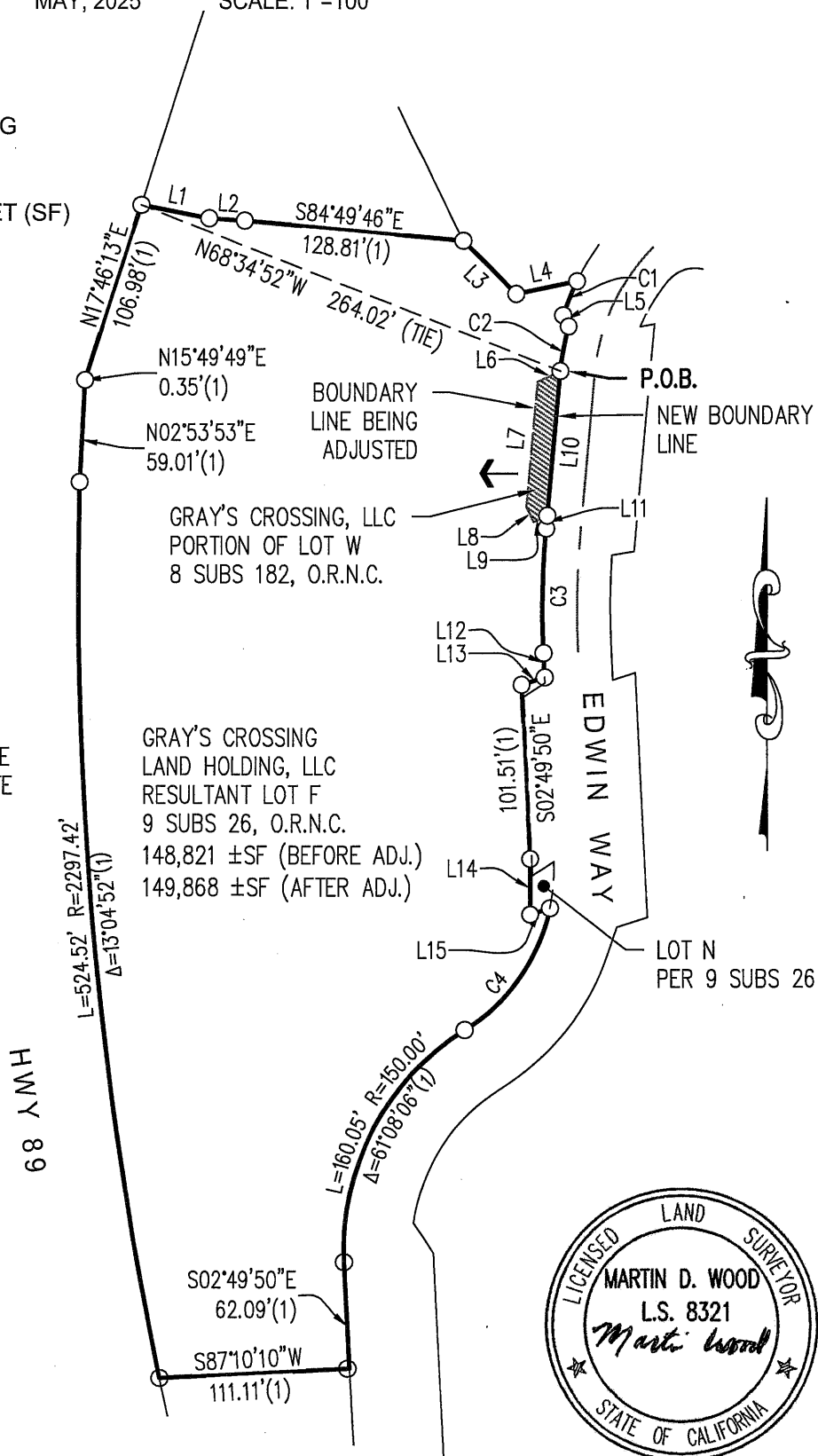


EXHIBIT "B"

LOT LINE ADJUSTMENT #2024-00000118/LLA TRANSFER PARCEL

PORTION OF SECTION 11, T.17 N., R.16 E., MDB&M.
TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA
APRIL, 2025

LEGEND

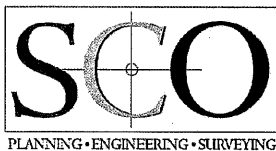
- DIMENSION POINT
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- (1) BOOK 9 SUBS PG 26, O.R.N.C.
- (2) DOC 202_- _____
(RIGHT OF WAY ABANDONMENT)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	40.41'	S 78°56'07" E (1)
L2	21.15'	S 86°23'01" E (1)
L3	43.77'	S 45°06'59" E (1)
L4	36.21'	N 78°15'20" E (1)
L5	7.26'	S 26°27'09" E (1)
L6	14.68'	N 65°10'08" E (1)(2)
L7	73.18'	N 05°10'08" E (1)(2)
L8	9.79'	N 24°49'52" W (1)(2)
L9	9.03'	S 65°10'08" W (1)(2)
L10	84.49'	S 05°10'08" W (2)
L11	7.57'	S 05°10'08" W (1)
L12	14.15'	S 02°49'50" E (1)
L13	14.11'	S 72°10'10" W (1)
L14	32.33'	S 00°00'00" E (1)
L15	11.99'	N 72°10'10" E (1)

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	21.41'	145.00'	8°27'33" (1)
C2	26.40'	140.00'	10°48'14" (1)
C3	72.60'	520.00'	7°59'58" (1)
C4	88.94'	110.00'	46°19'43" (1)

BASIS OF BEARINGS

THE BASIS OF BEARING IS IDENTICAL TO THE FINAL MAP NO. 2020-00000029, "THE VILLAGE AT GRAY'S CROSSING" RECORDED IN BOOK 9 OF SUBDIVISIONS AT PAGE 26, O.R.N.C.



5-14-25 SHEET 2 OF 2

RECORDING REQUESTED BY:

SCO Planning & Engineering, Inc.

**When Recorded Mail Document
and Tax Statement To:**

John Abbate
140 Heron Way
Merced, CA 95340

APN: 043-060-011-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BOUNDARY LINE ADJUSTMENT GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ none City Tax is \$ none

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Incorporated Area of the Town of Truckee

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gray's Crossing Land Holdings LLC, a California Limited Liability Company

hereby grants to

Gray's Crossing Land Holdings LLC, a California Limited Liability Company

the following described real property in the County of Nevada, State of California:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF

- 1. THIS BOUNDARY LINE ADJUSTMENT DEED IS MADE TO IMPLEMENT THE BOUNDARY LINE ADJUSTMENT AUTHORIZED PURSUANT TO THE TOWN OF TRUCKEE LOT LINE ADJUSTMENT APPROVAL FILE NO. LLA 2024-00000118 AND IS SOLELY FOR THE PURPOSE OF PERFECTING TITLE TO THE PROPERTY PURSUANT TO SAID APPROVED BOUNDARY LINE ADJUSTMENT.**



Gray's Crossing Land Holdings LLC
a California Limited Liability Company

6/3/25
Date

Name: John Abbate

Title: Manager

Acknowledgements on following page

MAIL TAX STATEMENTS AS DIRECTED ABOVE

BOUNDARY LINE ADJUSTMENT DEED

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 Merced

On June 3, 2025 before me, Ka Yang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

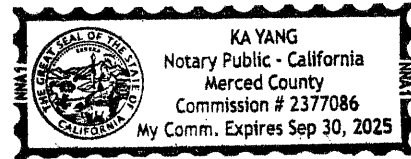


EXHIBIT "A"

LOT LINE ADJUSTMENT #2024-0000118/LLA

LEGAL DESCRIPTION

Resultant Parcel

Description of all that property being a portion of Section 11, Township 17 North, Range 16 East, Mount Diablo Base and Meridian, being Lot F per Final Map FM2020-00000029 The Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County and a portion of Lot W per Final Map 02-007 The Village at Gray's Crossing Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County and being more particularly described as follows:

Lot F per Final Map FM2020-00000029 The Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County

Together with;

That portion of Lot W per Final Map 02-007 The Village at Gray's Crossing Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County described as follows:

Beginning at a point on the westerly right of way line of Edwin Way from which the northwest corner of Lot F per Final Map FM2020-00000029 The Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County bears North 68°34'52" West, 264.02 feet; thence from said **Point of Beginning** along the following six (6) courses:

1. South 05°10'08" West, 84.49 feet;
2. thence along the boundary of said Lot W as shown on that Final Map for the Village at Gray's Crossing, Phase 1, recorded in Book 8 of Subdivisions, Page 182, Official Records of Nevada County for the following four (4) courses:
 1. thence South 65°10'08" West, 9.03 feet;
 2. thence North 24°49'52" West, 9.79 feet;
 3. thence North 05°10'08" East, 73.18 feet;
 4. thence North 65°10'08" East, 14.68 feet to the **Point of Beginning**.

Containing 149,868 square feet, 3.44 acres, more, or less.

The Basis of Bearings is identical to that Final Map No. 2020-00000029 Village at Gray's Crossing, recorded in Book 9 of Subdivisions, Page 26, Official Records of Nevada County.

See Exhibit "B" attached hereto and made a part hereof.

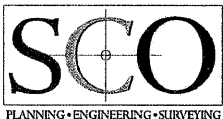
The above description encompasses one legal parcel of land as approved by lot line adjustment no. 2025-_____.

See Exhibit "B" Attached herto and made a part hereof.

End of Description.

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

5-14-25
Date



APPROVED
TRUCKEE TOWN SURVEYOR
[Signature] **LS 6278 6-9-2025**

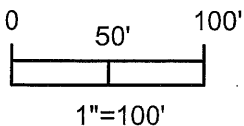


EXHIBIT "B"

LOT LINE ADJUSTMENT #2024-00000118/LLA RESULTANT PARCEL

PORTION OF SECTION 11, T.17 N., R.16 E., MDB&M.
TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA
MAY, 2025 SCALE: 1"=100'

LEGEND

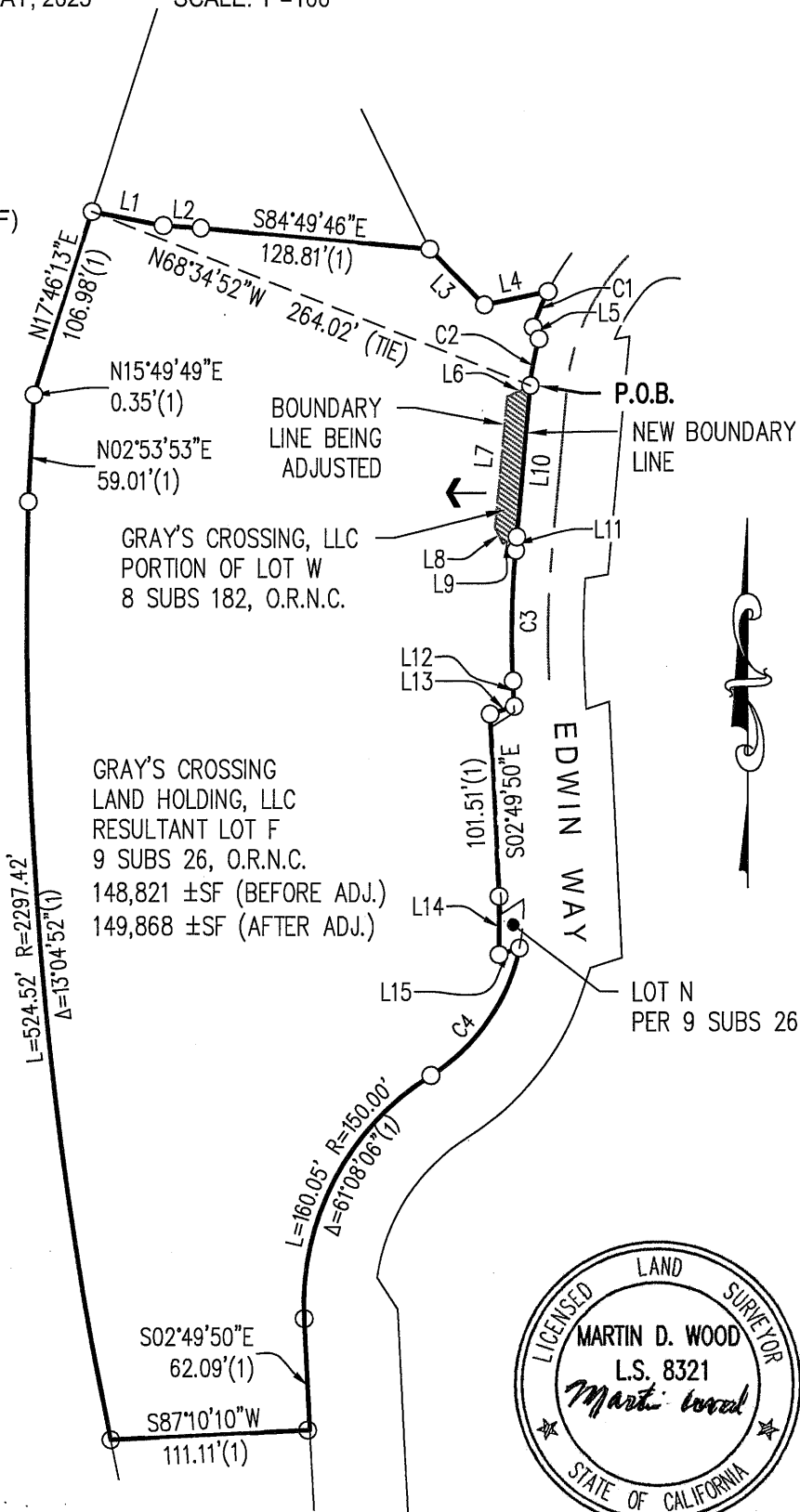
- DIMENSION POINT
- O.R.N.C. OFFICIAL RECORDS
NEVADA COUNTY
- P.O.B. POINT OF BEGINNING
- TRANSFER AREA
1,047 ± SQUARE FEET (SF)

THIS PLAT CONFORMS TO LOT LINE
ADJUSTMENT CASE NUMBER
2024-00000118 APPROVED BY THE
TOWN OF TRUCKEE ON _____, 202_.

DANIEL P. WILKINS,
TOWN OF TRUCKEE, RCE 56267

NOTES:

1. APPROVAL OF THIS BOUNDARY LINE ADJUSTMENT DOES NOT CONSTITUTE APPROVAL NOR GUARANTEE OF SEWAGE DISPOSAL OR WATER AVAILABILITY ON THIS PARCEL.
2. NO STRUCTURES CURRENTLY EXIST ON THESE PARCELS.



GRAY'S CROSSING, LLC
PORTION OF LOT W
8 SUBS 182, O.R.N.C.

GRAY'S CROSSING
LAND HOLDING, LLC
RESULTANT LOT F
9 SUBS 26, O.R.N.C.
148,821 ±SF (BEFORE ADJ.)
149,868 ±SF (AFTER ADJ.)

LOT N
PER 9 SUBS 26

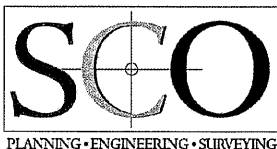


EXHIBIT "B"

LOT LINE ADJUSTMENT #2024-00000118/LLA RESULTANT PARCEL

PORTION OF SECTION 11, T.17 N., R.16 E., MDB&M.
TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA

APRIL, 2025

LEGEND

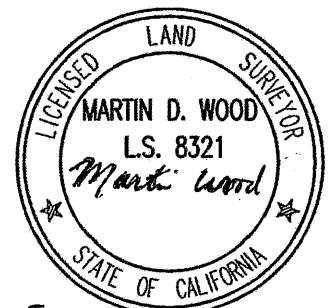
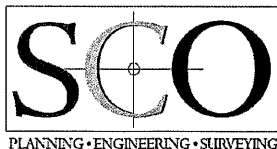
- DIMENSION POINT
- O.R.N.C. OFFICIAL RECORDS NEVADA COUNTY
- (1) BOOK 9 SUBS PG 26, O.R.N.C.
- (2) DOC 202_ - _____
(RIGHT OF WAY ABANDONMENT)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	40.41'	S 78°56'07" E (1)
L2	21.15'	S 86°23'01" E (1)
L3	43.77'	S 45°06'59" E (1)
L4	36.21'	N 78°15'20" E (1)
L5	7.26'	S 26°27'09" E (1)
L6	14.68'	N 65°10'08" E (1)(2)
L7	73.18'	N 05°10'08" E (1)(2)
L8	9.79'	N 24°49'52" W (1)(2)
L9	9.03'	S 65°10'08" W (1)(2)
L10	84.49'	S 05°10'08" W (2)
L11	7.57'	S 05°10'08" W (1)
L12	14.15'	S 02°49'50" E (1)
L13	14.11'	S 72°10'10" W (1)
L14	32.33'	S 00°00'00" E (1)
L15	11.99'	N 72°10'10" E (1)

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	21.41'	145.00'	8°27'33" (1)
C2	26.40'	140.00'	10°48'14" (1)
C3	72.60'	520.00'	7°59'58" (1)
C4	88.94'	110.00'	46°19'43" (1)

BASIS OF BEARINGS

THE BASIS OF BEARING IS IDENTICAL TO THE FINAL MAP NO. 2020-00000029, "THE VILLAGE AT GRAY'S CROSSING" RECORDED IN BOOK 9 OF SUBDIVISIONS AT PAGE 26, O.R.N.C.



5-14-25

RESOLUTION 2025-49

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE
APPROVING A MINOR STREET VACATION, PUBLIC SERVICE EASEMENTS VACATIONS
(DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT ABANDONMENTS), AND LOT
LINE ADJUSTMENT FOR A PORTION OF EDWIN WAY
10162 EDWIN WAY; ASSESSOR'S PARCEL NUMBER 043-060-011-000
PLANNING APPLICATION NO. 2024-00000118
(GRAY'S CROSSING LAND HOLDINGS LLC)**

EXHIBIT "C"

FINDINGS

Minor Street Vacation Abandonment Findings

The excess right-of-way of the street is not required for street purposes, there are no in-place public utility facilities that are in use or would be affected by the vacation and the excess right-of-way is not necessary for present or prospective public use.

The Engineering Division has identified that this portion of Edwin Way is not required for street purposes and there are no in-place public utility facilities that are in use in this area.

Drainage and Public Utility Easement Abandonments Findings

The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the requested vacation and the easement is not necessary for present or prospective public use.

All public utility agencies, special districts, and departments with an interest in these easements have been notified and all have taken action to abandon their interest in the easement, have provided authorization for the Town to abandon the interest on their behalf, or have not filed objections to the abandonment.

Lot Line Adjustment

1. The Lot Line Adjustment does not create a greater number of parcels than originally existed.

The lot lines between a private lot and the public right-of-way are being adjusted. One parcel is being affected and no additional parcels will be created.

2. The parcels resulting from the Lot Line Adjustment and development on those parcels conform to all applicable requirements of this Chapter, this Development Code and Title 15 (Building and Construction) of the Municipal Code.

The proposed Lot Line Adjustment will ensure that future private improvements are located on private property and out of the public right-of-way.

3. Existing utilities, infrastructure and easements, including but not limited to streets,

driveways, sewer mains, water mains and electrical lines, will not be adversely affected by the Lot Line Adjustment, or if utilities, infrastructure, or easements will be adversely affected, conditions have been applied to the approval of the Lot Line Adjustment to facilitate their relocation.

The proposed Lot Line Adjustment will not adversely affect existing utilities, infrastructure and easements and will bring the property into compliance with the Town's requirements. No utilities are required to be relocated. Impacts to utilities are avoided.

RESOLUTION 2025-49

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE
APPROVING A MINOR STREET VACATION, PUBLIC SERVICE EASEMENTS VACATIONS
(DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT ABANDONMENTS), AND LOT
LINE ADJUSTMENT FOR A PORTION OF EDWIN WAY
10162 EDWIN WAY; ASSESSOR'S PARCEL NUMBER 043-060-011-000
PLANNING APPLICATION NO. 2024-00000118
(GRAY'S CROSSING LAND HOLDINGS LLC)**

EXHIBIT "D"

DRAFT INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT

Recording Requested By:
Town of Truckee

and

Return to: Town of Truckee
Attn: Planning Division
10183 Truckee Airport Road
Truckee CA 96161

Not Subject to Fees: Gov't Code § 27383

APN 043-060-011-000

**TOWN OF TRUCKEE
INDEMNITY, HOLD HARMLESS, AND DEFENSE AGREEMENT**

This Indemnity, Hold Harmless and Defense Agreement ("Agreement") is made and entered into this 11 day of June, 2025, by and between Gray's Crossing Land Holdings LLC, a California Limited Liability Company, ("Owner") and the Town of Truckee, a municipal corporation of the State of California, hereafter called "Town".

Section 1. Recitals.

- A. Owner is the owner of 10162 Edwin Way, Truckee, CA (APN 043-060-011-000) ("the Parcel"), as described in the legal description attached as Exhibit A.
- B. The Parcel is adjacent to the Edwin Way right-of-way which includes a drainage easement and public utilities easement as described on the Village at Gray's Crossing Subdivision Map.
- C. The Owner wishes to install private improvements in a 1,047 s.f. portion of the right-of-way and drainage and public utilities easements, as depicted on attached Exhibit B (the "Abandonment Area"), and has requested that the Town abandon the Abandonment Area and the drainage and public utilities easements therein.
- D. The abandonment will have no adverse effect on the Town's or public's interest, because the remainder of the Edwin Way right-of-way and the drainage and public utilities easements therein are sufficient for public use, drainage, and the installation, operation, and maintenance of public utility facilities.
- E. Notice was provided to all parties with a recorded interest in the Abandonment Area and drainage and public utilities easements and no objections were received.
- F. As a condition of abandoning the Abandonment Area and the drainage and public utilities easements therein, however, the Town needs to be assured that in the event a claim of right is made by any person or entity regarding or as a result of the abandonment, the Town will be held harmless and indemnified from any such claim, including payment of any attorneys and expert witness fees the Town may incur in defense of any such claim.

Section 2. Consideration and Specific Terms.

For and in consideration of the promises herein exchanged Town and Owner mutually agree as follows:

To the maximum extent allowed by law, Owner shall, at its own expense, defend, indemnify, and hold Town, its officials, officers, employees and agents free and harmless from any and all suits, claims, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of the Town, its agents, or employees, in connection with Owner's right-of-way and easement abandonment application and/or the Town's abandonment of the right-of-way and easement specifically including, but not limited to, any such claims, suits, damages, or injury arising from any alleged ownership or other interests as described above, including without limitation the payment of reasonable attorney and expert witness fees incurred in any defense of the Town.

Section 3. General Provisions.

This Agreement shall be governed by and construed with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought in the Truckee branch of the Nevada County Superior Court.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or illegal shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by writing signed by both parties. This Agreement shall be interpreted as if jointly prepared by the parties. No presumption shall arise from the identity of the drafter.

Each party warrants to each other that the individual signing this Agreement on behalf of such party is fully authorized to bind such party and agrees to be bound by this Agreement as of the effective date of this Agreement.

This Agreement has been created exclusively for the benefit of the signators and no rights are created in any third party by entry into this Agreement.

All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

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

OWNER:
John Abbate
Gray's Crossing Land Holdings LLC
3200 Douglas Blvd., Suite 300
Roseville, CA 95611
c/o: Kyle C. Sproul Esq.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, return receipt requested and addressed to the party at its applicable address.

Section 4. Successors and Assigns.

This Agreement shall run with the land and shall be binding upon the heirs, assigns, subsequent purchasers and any other successors in interest.

Section 5. Recordation.

This Agreement shall be recorded in the official records of Nevada County, California.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the dates set forth below.

TOWN OF TRUCKEE

DATED: _____

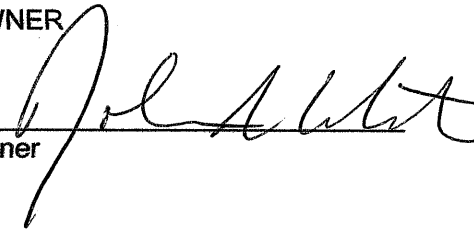
Jen Callaway, Town Manager

APPROVED AS TO FORM:

DATED: _____

Andrew Morris, Town Attorney
Town of Truckee

DATED: 6/11/25

OWNER


Owner

DATED: _____

Owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

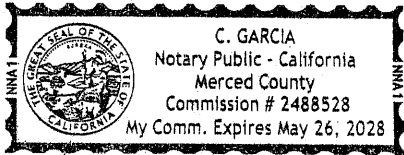
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Merced)
On June 11, 2025 before me, C. Garcia, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared John Abbate
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing Signer Is Representing