

CAÑON CREEK QUARRY  
KORBEL-MAPLE CREEK  
AREA APN 316-144-001,  
316-144-002

**CAÑON CREEK ROCK QUARRY  
and  
STORAGE SITE**

**LICENSE AGREEMENT**

This License Agreement, hereinafter referred to as AGREEMENT, made and entered into this \_ day of \_\_\_\_\_, 2019, by and between ROBERT J. KING, hereinafter referred to as LICENSOR, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

**WITNESSETH:**

WHEREAS, Robert J. King represents and warrants that he is the owner in fee of real property in Section 6, Township 5 North, Range 3 East, Humboldt Base and Meridian, also identified as Assessor's Parcel Numbers 3116-144-001 and 316-144-002 and that said property was transferred to Robert J. King; and

WHEREAS, Sierra Pacific Industries (SPI) and Robert J. King, as Licensors, and COUNTY, as Licensee, entered into a License Agreement dated February 24, 2015 pursuant to which (1) COUNTY was granted license to conduct certain surface mining operations and (2) SPI reserved the right to conduct certain timber harvesting activities (the "Harvesting Operations"); and

WHEREAS, the term of the AGREEMENT expired on September 1, 2018, but SPI has not completed the Harvesting Operations contemplated by Timber Harvest Plan 1-17-030HUM and Licensor has notified Licensee that Licensor and SPI have entered into a written agreement extending the deadline for completion of SPI's rights to conduct the Harvesting Operations; and

WHEREAS, COUNTY acknowledges SPI's rights to conduct all activities on SITE reasonably necessary in connection with the Harvesting Operations, including, but not limited to use of existing roads, construction of new roads, access to sufficient quantity of rock to fulfill road maintenance obligations and access to the pond for water drafting to be used for dust abatement (provided, however, that such quantity of rock shall not exceed one hundred (100) cubic yards, to be made available by County to SPI at the rates payable LICENSOR under this AGREEMENT.) COUNTY acknowledges and agrees that such activities shall not constitute an unreasonable interference with the County's operations

under this AGREEMENT; and

WHEREAS, COUNTY desires to enter upon and use a portion of said property, hereinafter referred to as SITE, for the purposes of a surface mining operation, stockpile site, and equipment storage, as shown on the aerial photograph attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, COUNTY shall perform a surface mining operation consisting of the extracting, crushing, and stockpiling of rock on a portion of said property for the purpose of maintenance and repairs on County roads; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, COUNTY and LICENSOR agree as follows:

**1. AGREEMENT**

LICENSOR grants permission, subject to all terms and conditions of this AGREEMENT, for COUNTY and its officers, agents, employees, contractors, and volunteers to enter and use a portion of LICENSOR'S property identified by Assessor's Parcel Numbers 316-144-001 and 316-144-002 for the purposes described above. The approximate SITE location is shown on the Assessor's Parcel Map attached hereto as Exhibit B and incorporated herein by reference.

**2. LICENSE NOT A LEASE**

This AGREEMENT does not constitute a lease, but constitutes a mere license agreement and COUNTY is limited to the use of SITE expressly and specifically as described in Clause 4.

**3. TERM**

The AGREEMENT shall commence upon Board approval, with the first term extending from the date of Board approval through April 30, 2020.

The AGREEMENT shall renew automatically for nine (9) successive one (1) year terms upon the same terms and conditions herein, unless either party provides written notice of non-renewal to the other party by March 31, 2020 of the current term or March 31st of any successive term.

COUNTY shall have six (6) months beyond termination date to remove equipment and stockpiled aggregate from SITE.

#### **4. USE OF SITE**

LICENSOR grants to COUNTY the right to use SITE for COUNTY'S surface mining operation, hereinafter referred to as ACTIVITIES.

LICENSOR grants to COUNTY the right of ingress and egress for access to COUNTY'S surface mining operation.

COUNTY shall have the right of stockpiling/storage of extracted and crushed aggregate produced from COUNTY'S surface mining operation.

COUNTY shall have the right of temporary storage for all equipment necessary for the extracting, crushing, and stockpiling activities associated with the surface mining operation.

COUNTY shall have the right of access to and use of stockpiled material as deemed necessary by COUNTY.

COUNTY'S license to use SITE for a surface mining operation is exclusive to COUNTY. All mining permits for SITE are held by COUNTY and LICENSOR shall not allow any third party to conduct mining operations within the permitted "limits of operation" or to interfere with COUNTY'S ACTIVITIES.

COUNTY grants to LICENSOR the right to use extracted and crushed aggregate from COUNTY'S onsite stockpiles pursuant to Section 5(C) and 7.

Use of SITE by COUNTY shall be in compliance with all applicable laws including laws governing the use of hazardous materials and the management and discharge of stormwater. COUNTY shall not store hazardous materials on SITE. For purposes of this Section, hazardous materials are defined as any noxious or hazardous substance, the use of which is regulated by federal or state laws. Prior to commencement of use of SITE, COUNTY shall provide LICENSOR with written notice demonstrating that COUNTY has obtained National Pollutant Discharge Elimination System (NPDES) permit coverage for any stormwater discharge from SITE, or has established that no stormwater discharge to waters of the United States will originate from SITE used by COUNTY. If an NPDES permit is required for SITE, COUNTY shall maintain NPDES permit coverage during all periods of SITE use.

COUNTY agrees to provide and pay for all labor, equipment, materials, and supplies for its ACTIVITIES under this AGREEMENT unless otherwise specified herein.

COUNTY agrees to access SITE using only roads and entryways approved by LICENSOR.

COUNTY agrees to cease using vehicles on LICENSOR'S roads during periods when weather conditions make driving hazardous.

5. **COMPENSATION**

A. **Rental**

COUNTY shall pay LICENSOR the sum of Fifty Dollars (\$50.00) per month as rent for use of SITE for an annual rate of Six Hundred Dollars (\$600.00), payable in advance prior to September 1st of each year.

B. **Royalty**

In addition to the rent set forth in the previous paragraph, COUNTY shall pay to LICENSOR a royalty rate of One Dollar Twenty-Five Cents (\$1.25) per cubic yard for mined material. Said material shall be measured by truck capacity or bucket count and said total shall be computed and paid monthly.

COUNTY shall crush extracted material on SITE and stockpile said material on SITE.

COUNTY'S mined material shall become COUNTY'S personal property upon LICENSOR'S receipt of payment thereof.

LICENSOR shall have the right to audit COUNTY records to determine whether LICENSOR has been paid in accordance with this Section.

C. **Payment Credit**

LICENSOR shall credit COUNTY at a rate of Five Dollars (\$5.00) per cubic yard for the use of COUNTY-owned, on-SITE stockpiles of crushed aggregate. The maximum quantity of crushed aggregate to be used by LICENSOR shall not exceed the total dollar amount of the royalty generated by COUNTY'S surface mining operation in any one (1) year term.

Material used by LICENSOR shall be measured by truck capacity or bucket count. LICENSOR shall track quantities of material removed from COUNTY-owned stockpiles and submit a usage report to COUNTY by August 1 of each year. Said usage reports shall be used to calculate royalty payments owed by COUNTY based on the credit rate indicated in the preceding paragraph.

D. **Payment**

Payments herein required shall be made to:

Robert J. King  
2000 Ernest Way  
Arcata, CA 95521

**6. LICENSOR'S ACCESS TO SITE**

LICENSOR shall have the right of access and use of SITE at all times and COUNTY shall not restrict LICENSOR'S use thereof.

**7. COMPLIANCE WITH LAWS**

COUNTY shall comply with federal, state, and local laws, agreements, permits, regulations, and statutes governing the ACTIVITIES. COUNTY shall comply with regulations applicable to forestry practices, water quality, fish and wildlife protection, fire prevention, environmental protection and safety, and any other conditions or restrictions imposed by any governmental or quasi-governmental body. LICENSOR does not warrant his authority to permit the ACTIVITIES. COUNTY shall be solely responsible for acquiring, at its sole cost and expense, any and all permits, licenses, variances, and the like requisite to the conduct of the ACTIVITIES.

During removal of COUNTY'S stockpiled aggregate from SITE by LICENSOR, LICENSOR shall comply with all permit conditions of approval, regulations, and statutes specific to the Surface Mining and Reclamation Act, as well as all federal, state, or local laws, and any other conditions or restrictions imposed by any governmental or quasi-governmental body.

**8. REPRESENTATIONS**

LICENSOR makes no representations as to the present or future conditions, natural or man-made, of SITE, the character of the traffic on any of its roads, the condition of access roads, or risks associated with or arising from other persons on SITE. COUNTY has entered into this AGREEMENT at its own risk and assumes all risk of personal injury and property damage to itself, its agents, servants, employees, contractors, successors, and assigns in connection with ACTIVITIES under this AGREEMENT. Nothing in this AGREEMENT shall be construed as a guarantee of the type of work or quantity or quality of any products located in or on SITE.

COUNTY represents that it, or its contractor(s), is experienced and competent in performing the ACTIVITIES herein described and further represents it is familiar with and will comply with all the applicable statutes, rules and regulations promulgated by federal, state, county, local and other governmental agencies having control over, or an interest in, the ACTIVITIES hereunder. COUNTY agrees to conduct its ACTIVITIES in a diligent and workmanlike manner in accordance with the highest standards and practices recognized in the industry. COUNTY shall not unnecessarily damage trees while conducting its ACTIVITIES.

**9. RESPONSIBILITIES OF COUNTY**

COUNTY shall promptly report to LICENSOR any violations of any laws, regulations, or permits of which COUNTY has knowledge and promptly send to

LICENSOR a copy of any notice of violation received by COUNTY. A copy of all citations or other written documents COUNTY receives from any agency shall accompany the notice of violation.

SITE access shall be limited to normal business hours unless otherwise approved by LICENSOR, with the exception of natural disasters, in which case SITE shall be available to COUNTY 24-7 without prior approval by LICENSOR.

COUNTY shall maintain SITE used by COUNTY in an orderly, clean, and sanitary manner as required by LICENSOR.

In the event of any violation of this AGREEMENT, or of dangerous fire weather, or of possible damage to roads by their use in wet weather, or of interference with LICENSOR'S operations, LICENSOR shall notify COUNTY'S Public Works Deputy Director of Roads, and COUNTY shall immediately suspend the ACTIVITIES or take steps to address the situation as LICENSOR may direct.

COUNTY shall limit ACTIVITIES to those described above, and shall not construct or erect any buildings, structures, equipment, or improvements on the SITE without prior written consent of LICENSORS.

COUNTY shall acquaint itself with and confine the ACTIVITIES within the property boundaries, and shall be responsible and liable for any trespass outside such boundaries as a result of the ACTIVITIES.

COUNTY shall return any and all keys that have been issued by LICENSOR for access to SITE at the expiration or termination of this AGREEMENT.

COUNTY shall not cut merchantable trees without prior written consent of LICENSOR.

COUNTY shall promptly pay and discharge all liabilities to vendors and contractors for all labor and material employed in the ACTIVITIES. COUNTY shall indemnify, defend, and hold harmless LICENSOR from any losses, costs, and expenses, including attorneys' fees, incurred to remove any construction, mechanics, or materialman's liens filed against LICENSOR'S real property by any vendors or contractors supplying goods or services.

#### **10. FIRE AND FIRE PREVENTION**

COUNTY shall not undertake any burning of debris.

COUNTY assumes full responsibility for personal injury or property damage resulting from the ACTIVITIES by fire or otherwise, including without limitation damage to any timber, logs, logging works, or equipment, and agrees to conform to all laws of the State of California pertaining to forest fires and their prevention and to all rules and regulations of the various departments and subdivisions thereof, as well as those of

LICENSOR, the U.S. Forest Service, and any other public authority.

**11. HOLD HARMLESS/INDEMNIFICATION**

A. LICENSOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by the sole negligence or willful acts of misconduct by LICENSOR or by his officers, agents or employees in connection with LICENSOR'S duties and obligations under this AGREEMENT and any amendments hereto.

B. COUNTY shall indemnify, defend and hold harmless LICENSOR and his officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S activities, duties and obligations under this AGREEMENT and any amendments hereto.

**12. NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

If to COUNTY:

County of Humboldt  
1106 Second Street  
Eureka, CA 95501

If to LICENSOR:

Robert King  
2000 Ernest Way  
Arcata, CA 95521

Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this Clause.

**13. COUNTY'S INSURANCE**

Without limiting COUNTY'S indemnification provided herein, COUNTY shall take out and maintain, throughout the period of this AGREEMENT, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, employees, or sub-licensees:

A. Comprehensive/Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG

0001), in an amount of \$1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with the following provisions:

(1) LICENSOR, his officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to LICENSOR, his officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to LICENSOR by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this project, the COUNTY'S insurance is primary coverage to LICENSOR, and any insurance or self-insurance programs maintained by LICENSOR are excess to COUNTY'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

B. By its signature hereunder, COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

#### **14. LICENSE IS PERSONAL**

The license herein granted is personal to COUNTY and no right hereunder may be assigned, sublet or otherwise transferred in whole or in part without prior written consent of LICENSOR and any attempt to assign, sublet, or transfer shall be of no force or effect whatsoever unless and until LICENSOR shall have given their written consent.

#### **15. JURISDICTION AND APPLICABLE LAWS**

This AGREEMENT shall be governed by the laws of the State of California and



shall be deemed to have been entered into in the City of Eureka, County of Humboldt, State of California. Any dispute arising hereunder or relating to this AGREEMENT shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to Code of Civil Procedure, Sections 394 and-395.

#### **16. TERMINATION**

COUNTY and LICENSOR reserve the right to terminate this AGREEMENT on seven (7) days notice for any cause or reason provided by the AGREEMENT itself, or by law, or upon the happening of one or more of the following:

A. The making by COUNTY or LICENSOR of any general assignment for the benefit of creditors.

B. The failure of COUNTY or LICENSOR to remedy any default, breach, or violation of federal/state/county laws or regulations by COUNTY or LICENSOR or their employees.

C. The violation of any of the provisions of this AGREEMENT.

D. Said SITE becomes damaged due to fire, flood, earthquake, or any other natural disaster.

E. Either party intentionally supplies false or misleading information or misrepresents any material facts on its application or on documents, or in its statement to or before COUNTY or LICENSOR, or intentionally fails to make full disclosure on its financial statement or other documents.

#### **17. LICENSE MODIFICATION**

Any modifications, changes, additions, or deletions to this AGREEMENT or the Exhibits attached hereto shall first be approved by and between LICENSOR and COUNTY in writing.

#### **18. LICENSOR NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY**

While engaged in carrying out and complying with the terms and conditions of this AGREEMENT, LICENSOR is independent contractors and not officers, employees, or agents of COUNTY.

#### **19. COUNTY'S EMPLOYEES**

COUNTY'S employees shall be deemed employees of COUNTY and will not for any purpose be considered employees or agents of LICENSOR. LICENSOR shall exercise no control or supervision over the employees of COUNTY hereunder. It is understood and agreed that no relationship of employer and employee is or shall be deemed to exist either between LICENSOR and COUNTY or between LICENSOR and

any other person(s) performing labor or services on behalf of COUNTY. COUNTY shall furnish and be responsible for its own employees, agents and equipment. It is expressly understood that LICENSOR has no authority over COUNTY'S agents or employees, and any complaint by LICENSOR about COUNTY'S agents or employees will be brought by LICENSOR to COUNTY'S attention in the manner prescribed in Clause 12, or through direct communication with COUNTY'S Public Works Deputy Director of Roads.

## **20. SAFETY**

COUNTY shall comply with all federal; state, and local safety and health laws, regulations, and standards, including California Labor Code Sections 6400 et seq., related provisions of the California Code of Regulations and standards of the California Occupational Safety and Health Board, all as amended from time to time, and if applicable shall operate under a current Injury and Illness Prevention Plan that complies with Section 3203 of Title 8 of the California Code of Regulations. Failure of COUNTY to comply with all federal, state, and local health and safety laws, rules and regulations is grounds for immediate termination of this AGREEMENT.

## **21. HAZARDOUS MATERIALS**

COUNTY shall indemnify LICENSOR and hold LICENSOR harmless from and against any and all loss, cost, damage, expense, or claim of any kind and nature (including without limitation, court costs, expenses, and attorneys' fees) paid, incurred, or suffered by, or asserted against LICENSOR, as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from SITE, of any Hazardous Materials arising out of, in connection with, or in any manner related to ACTIVITIES or of any actions or omissions of COUNTY. The provisions of this Clause shall survive the expiration or termination of this AGREEMENT.

LICENSOR shall indemnify COUNTY and hold COUNTY harmless from and against any and all loss, cost, damage, expense, or claim of any kind and nature (including without limitation, court costs, expenses, and attorneys' fees) paid, incurred, or suffered by, or asserted against LICENSORS, as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from SITE, of any Hazardous Materials arising out of, in connection with, or in any manner related to any actions or omissions of LICENSOR. The provisions of this Clause shall survive the expiration or termination of this AGREEMENT.

## **22. HAZARDOUS MATERIALS SPILL NOTIFICATION AND RESPONSE**

In the event of a spill or release of Hazardous Materials, COUNTY or LICENSOR shall promptly comply with all federal, state, and local spill notification and response requirements.

COUNTY shall, at a minimum:

- A. Prevent further spilling or release;
- B. Take appropriate corrective actions to mitigate the spill; and
- C. Specifically comply with federal, state, and local spill notification and reporting requirements, and notify the other party of any spill event.

COUNTY shall be responsible for the response and restoration costs associated with any release of hazardous materials in connection with COUNTY ACTIVITIES.

LICENSOR shall be responsible for the response and restoration costs associated with any release of hazardous materials in connection with LICENSOR'S activities.

### **23. NUCLEAR FREE CLAUSE**

LICENSOR certifies by his signature below that LICENSOR is not nuclear weapons contractors, in that LICENSOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LICENSOR agrees to notify COUNTY immediately if they become a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if LICENSOR becomes a nuclear weapons contractor.

### **24. ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this AGREEMENT to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

### **25. REAL PROPERTY TAXES**

LICENSOR shall pay all real property taxes and general and special assessments levied and assessed against the property, except that any assessments for improvements created by COUNTY shall be COUNTY'S responsibility.

**26. WAIVER OF BREACH**

The waiver by COUNTY or LICENSOR of any breach of any provision of this AGREEMENT shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this AGREEMENT.

**27. BREACH, REMEDY FOR**

In the event of breach of this AGREEMENT by COUNTY or LICENSOR, COUNTY and/or LICENSOR shall have all rights and remedies provided by law.

**28. SURRENDER OF SITE**

Upon termination of this AGREEMENT, COUNTY shall surrender SITE to LICENSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of SITE, which may be damaged by reason of fire, earthquake, the elements, or other casualty.

**29. BINDING EFFECT**

All provisions of this AGREEMENT shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

**30. MISCELLANEOUS PROVISIONS**

A. The ACTIVITIES under this AGREEMENT shall in no way interfere with the land management and logging activities conducted by LICENSOR, his contractors, or assigns, or use by other counties. COUNTY shall supervise all persons connected with COUNTY under this AGREEMENT to assure that its ACTIVITIES are within the boundaries specified in this AGREEMENT.

B. Sections and sub-headings in this AGREEMENT are for convenience only and shall not be considered part of this AGREEMENT or used in its interpretation.

C. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument, which may be sufficiently evidenced by one counterpart.

D. If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this AGREEMENT.

E. Each of the parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this

transaction.

F. Portions of this AGREEMENT are intended to survive any expiration or termination of this AGREEMENT. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations of COUNTY, and the right to exercise remedies for default.

G. This AGREEMENT terminates and supersedes COUNTY's February 24, 2015 license agreement regarding APN 316-144-01 and 316-144-02 and use of SITE.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate by the parties hereto upon the date first above written,

(SEAL)  
ATTEST:  
CLERK OF THE BOARD

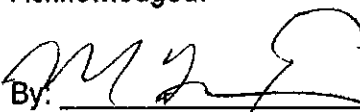
LICENSOR:

By:   
ROBERT J. KING

COUNTY:

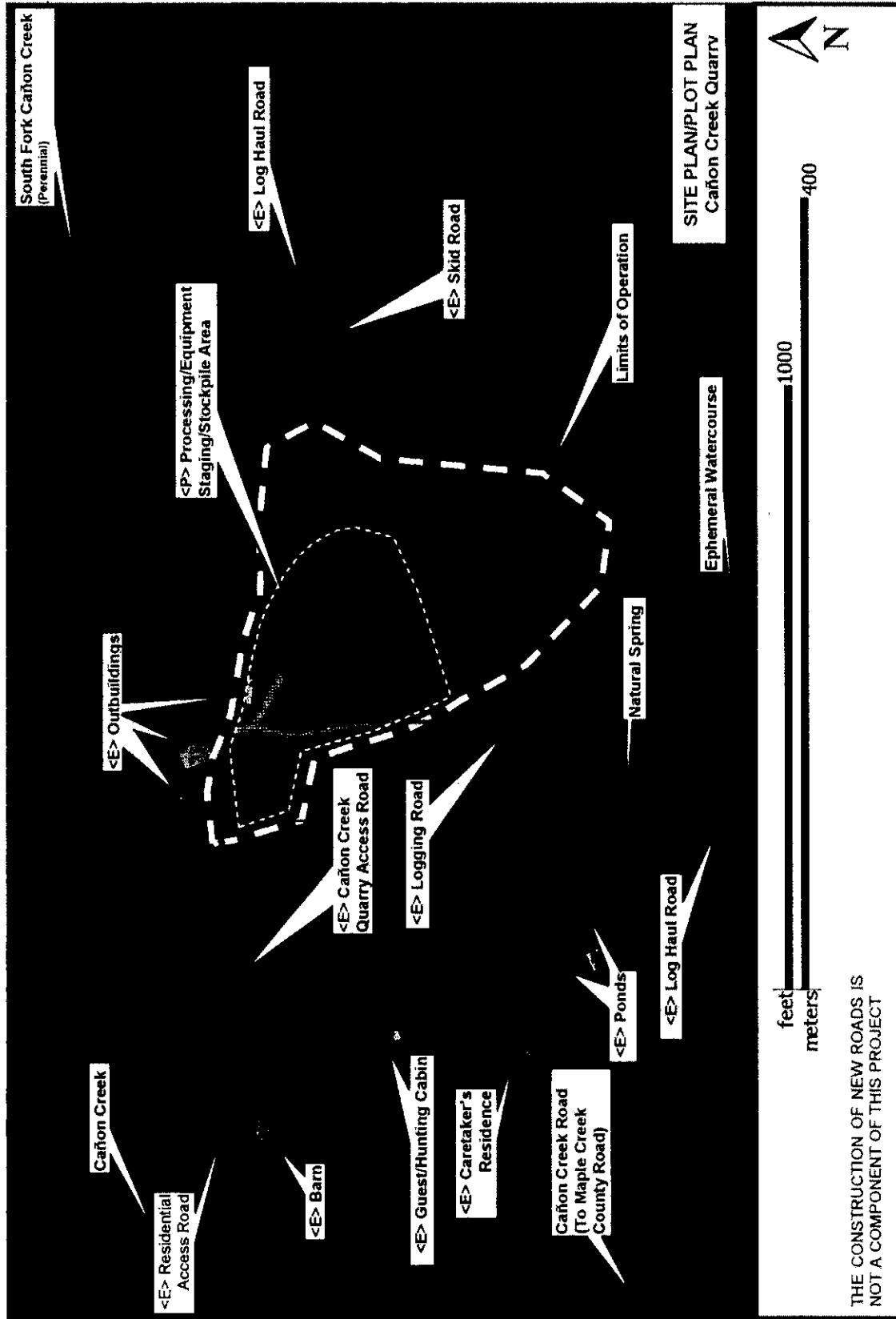
By: \_\_\_\_\_  
REX BOHN  
CHAIRPERSON, BOARD OF  
SUPERVISORS  
COUNTY OF HUMBOLDT

Acknowledged:

By:   
MARK EMMERSON, CHAIRPERSON  
SIERRA PACIFIC INDUSTRIES

By:   
JON GARTMAN, SECRETARY  
SIERRA PACIFIC INDUSTRIES

**EXHIBIT A**



**EXHIBIT B**



