



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
e-17

For the meeting of: May 10, 2016

Date: April 14, 2016
To: Board of Supervisors
From: *TM* Thomas K. Mattson, Public Works Director

SUBJECT: SANITARY SEWER EASEMENT FROM SHG RESOURCES LP FOR THE NEW JUVENILE HALL FACILITY AND SUPPLEMENTAL BUDGET FOR FY 2015-16 (4/5 VOTE REQUIRED)

RECOMMENDATION(S): That the Board of Supervisors:

1. Approves the attached agreement and authorizes the Director of Public Works to execute the attached Agreement, easement deed, and any associated escrow documents (Attachments 1 and 2 containing escrow instructions, agreement and deed).
2. Authorizes the Director of Public Works to execute the easement deed granting the sanitary sewer easement to the City of Eureka after the sanitary sewer has been constructed to the satisfaction of the City of Eureka (Attachment 3).
3. Adopts the following Supplemental Budget of \$3,850 for Budget Unit 1100170 Capital Projects for required side development related to the Juvenile Hall replacement project.

Revenue:	1100170-706210	\$3,850.00	Criminal Justice
Expenditure:	1100-170-3133	\$3,850.00	Right of Way Costs

4. Authorizes payment of escrow costs and fees in the amount of \$6,625.00.

SOURCE OF FUNDING: General Fund

Prepared by Robert W. Bronkall, Deputy Director *RB* CAO Approval Karen Clower

REVIEW: Auditor *MSM* County Counsel *Sm* Human Resources *KW* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Fennell Seconded by Supervisor Bass
Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:
Board Order No. _____
Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: May 10, 2016
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION: In 2007, Senate Bill (SB) 81 (Chapter 175, Statutes of 2007) established the Youthful Offender Block Grant Program to enhance the capacity of the counties to provide appropriate rehabilitative and supervision services to youthful offenders. The County of Humboldt has received funding through SB 81 to replace the existing Juvenile Hall facility that was constructed in 1970 with a rated bed capacity of twenty-six (26). The new facility will provide a safer design for Juvenile Hall staff and detainees; there will be more program spaces for education, counseling and other service oriented programming for youth. The overall design of the facility will have a more inviting, home-like environment as required in 851 of the California Welfare and Institutions Code. The project scope has grown to include several off-site items which are discussed below.

SHG Resources LP is the underlying fee owner of Woolford Drive. The County has an access easement over Woolford Drive. However a temporary construction easement is needed to address accessible (ADA) parking near the entrance of the proposed Juvenile Hall facility. SHG Resources LP is concerned that the conversion of two existing parking stalls into one accessible parking stall will further exacerbate an existing parking problem in the area. An agreement has been reached where the County will provide additional non-exclusive on-street parking along Watson Drive. This will offset the parking lost by converting two existing non-exclusive parking stalls to an accessible parking stall as well as providing some additional non-exclusive parking stalls to accommodate visitors to the proposed facility. Pursuant to the agreement with SHG Resources LP, a minimum of two non-exclusive parking stalls will be constructed at the time that Woolford Drive is reconstructed as part of the construction contract for the Juvenile Hall project. A supplemental budget request for the construction of this additional parking will be made when the construction contract is awarded and the exact cost of construction is known. Engineering work to prepare contract documents for the parking stalls; bidding of the work; construction inspection; and contract management is estimated to be \$15,000.

In addition, an easement for a sanitary sewer main line is also needed. There is an existing sanitary sewer main on the County owned property (APN 013-101-010) where the proposed Juvenile Hall facility is to be built. St. Joseph Hospital of Eureka holds an easement for this existing sanitary sewer main; this sewer line must be relocated into Woolford Drive in order for the building to be constructed. The proposed sanitary sewer easement will be granted from SHG Resources LP to the County. Once the sanitary sewer is constructed to the satisfaction of the City, the sanitary sewer easement will be granted from the County to the City of Eureka. The cost of both the parking easement and sanitary sewer easement are \$6,275.00.

Title and escrow costs are estimated at \$350.00.

The estimated costs for acquiring the right of way are shown below:

Right of way costs (1100-170/3133).....	\$ 6,275.00
<u>Professional Services Costs (1100-170/2118)</u>	<u>\$ 350.00</u>
Total	\$ 6,625.00

FINANCIAL IMPACT: Funding for the right of way is included in the supplemental budget approved on April 7, 2015 as Item C-19. The amount of right of way needed for the SHG acquisition exceeds the previous supplemental budget and an additional \$3,850.00 is necessary for line item 3133. It is included in the FY 2015-16 budget and anticipated that these funds will be spent this fiscal year.

This item conforms with the Board of Supervisors' Core Role of enforcing laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT:

City of Eureka
Pacific Gas and Electric Company
Probation Department

ALTERNATIVES TO STAFF RECOMMENDATIONS: Not approve this item. This would result in not having the ability to construct the offsite improvements related to the project.

ATTACHMENTS:

- Attachment 1: Estimated Buyer's Statement
- Attachment 2: Estimated Seller's Statement
- Attachment 3: Draft of Proposed Easement Deed from County of Humboldt to City of Eureka

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Attachment 1

Estimated Buyer's Settlement Statement



Fidelity National Title Company of California

515 J Street, Ste. A, Eureka, CA 95501
Phone: (707)442-5785 | FAX: (707)445-2656

ESTIMATED BUYER'S STATEMENT

Settlement Date:
Disbursement Date:

Escrow Number: FSHA-0201-FFHO-2011501035
Escrow Officer: Danielle Simon

Buyer: County of Humboldt, a political subdivision of the State of California

Seller: SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership

Property: 2355 23rd Street
Eureka, CA 95501
Parcel ID(s): 013-101-005, 013-111-007

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		6,275.00	
TITLE & ESCROW CHARGES			
Escrow Fee	Fidelity National Title Company of California	325.00	
POC B\$400.00	Fidelity National Title Company of California		
RECORDING CHARGES			
Humboldt County Transfer Tax	Fidelity National Title Company of California	7.15	
Subtotals		6,607.15	
Balance Due FROM Buyer			6,607.15
TOTALS		6,607.15	6,607.15

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Fidelity National Title Company of California
Settlement Agent

AFTER RECORDING RETURN TO:

DEPARTMENT OF PUBLIC WORKS
LAND USE DIVISION
3033 H STREET, ROOM 17
EUREKA CA 95501-4409

This instrument is for the benefit of the
County of Humboldt and is entitled to be
recorded without fee. (Govt. Code 27383)

RE: JUVENILE HALL CONSTRUCTION
COUNTY PROJECT NO. 170212
PORTION OF ASSESSOR PARCEL NO. 013-101-005
DTT = \$0 – Rev. & Tax. C.A. § 11922

EASEMENT DEED

For valuable consideration, SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership hereby grants and conveys to the County of Humboldt, a political subdivision of the State of California, an easement for installation, maintenance, replacement, removal, inspection and use of an underground sewer line in, under, across and along the real property described in Exhibit "A" (legal description) and shown on Exhibit "B" (location map).

Together with the right to assign or convey said easement to the City of Eureka.

Dated this _____ day of _____, 2016

MICHAEL BERG
ASSISTANT SECRETARY

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____ a Notary
(Date)
Public, 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.

_____ (Seal)
(Signature of Notary)

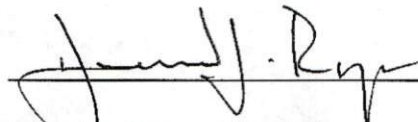
EXHIBIT A- Page 1
SHG to County

All that real property situated in Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

The northerly 20 feet of the lands described in the deed to SHG Resources, L.P., a Delaware limited partnership, that falls within Woolford Drive, as said lands are described in Instrument No. 2004-37443-10, Official Records of Humboldt County, Tract D (Sunset), Parcel A therein, said lands being further described therein as a portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978, in Book 11 of Parcel Maps, page 102.

This easement is appurtenant to the lands of the County of Humboldt described in Volume 1381, Page 577, Official Records of Humboldt County.

END OF DESCRIPTION


David J. Ryan, LS 6212.
Dated 3/23/15

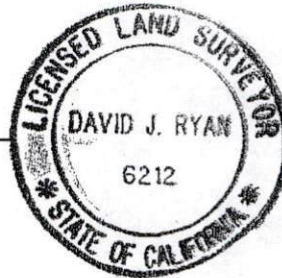
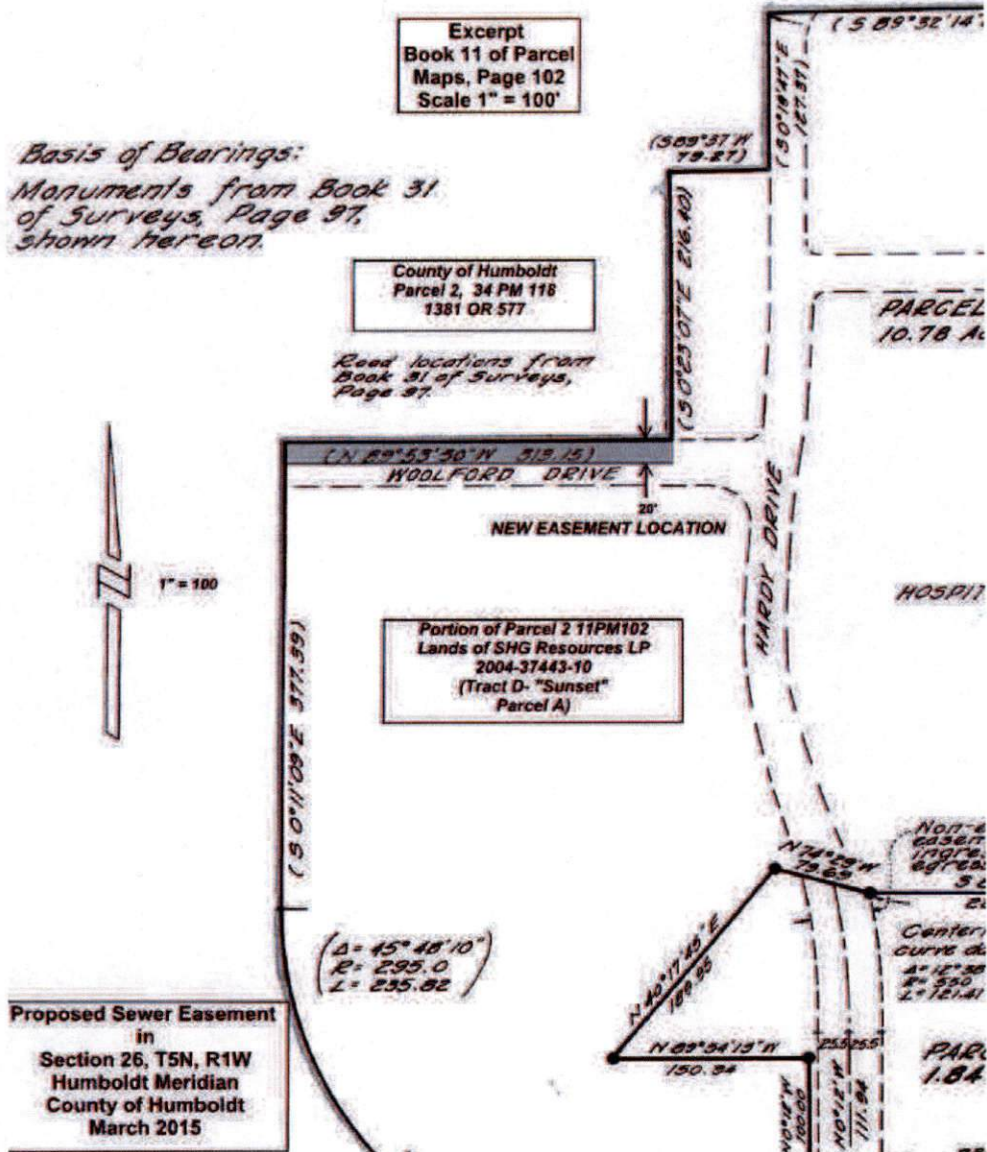


Exhibit B
Location Map



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein to the County of Humboldt, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Humboldt pursuant to authority conferred by Ordinance No. 2504 of the Board of Supervisors of the County of Humboldt adopted on July 9, 2013, and Resolution No. 06-120 of the Board of Supervisors of the County of Humboldt adopted on December 12, 2006, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____, 2015

THOMAS K. MATTSON,
DIRECTOR OF PUBLIC WORKS, COUNTY OF HUMBOLDT

**JUVENILE HALL REPLACEMENT
COUNTY CONTRACT NO. 170212**

RELOCATION OF SANITARY SEWER LINE INTO WOOLFORD DRIVE

AGREEMENT FOR PUBLIC UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS

This Agreement for Public Utility and Temporary Construction Easements, hereinafter referred to as "AGREEMENT," entered into this ____ day of _____, 2016, by and between SHG RESOURCES, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership, hereinafter referred to as "OWNER," and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "COUNTY," is made upon the following considerations:

WITNESSETH:

WHEREAS, OWNER represents and warrants that it is the owner in fee of a parcel of land located in a portion of Section 26, Township 5 North, Range 1 West, Humboldt Meridian, which is identified as Assessor's Parcel No. 013-101-005, and as such has the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY has construction plans for a new Juvenile Hall on the COUNTY property identified as Assessor's Parcel No. 013-101-010. Construction plans are on file with COUNTY's Department of Public Works, County Contract Number 170212; and

WHEREAS, an underground public utility easement is required to relocate the existing sanitary sewer line located on said County property into Woolford Drive for which COUNTY already has an ingress/egress easement, and for which COUNTY is purchasing a utility easement; and

WHEREAS, COUNTY will be required to install a sanitary sewer line, and regrade, repave and restripe the south twenty feet (20') of Woolford Drive, during construction and requires a temporary construction easement for Woolford Drive throughout construction.

NOW, THEREFORE, it is mutually agreed as follows:

1. OWNER, as requested, shall execute and deliver to COUNTY an easement deed for a permanent underground utility easement over that certain portion of OWNER's real property described in said easement deed. Said property is described and shown on Exhibits A and B to the easement deed, a draft of which is attached hereto and made a part hereof. The easement deed shall include the right to convey the easement to the City of Eureka.
2. OWNER, as requested, hereby grants to COUNTY a temporary construction easement for the installation of a sanitary sewer line, and regrading, repaving and restriping of the south twenty feet (20') of Woolford Drive, during construction of the above-referenced project.
3. Delivery of said easement deed and temporary construction easement is made expressly subject to the terms and conditions set forth herein.

4. COUNTY shall pay OWNER the sum of Six Thousand Two Hundred Seventy-Five Dollars (\$6,275.00) as just compensation for the property rights conveyed in this transaction.
5. OWNER understands that COUNTY's valuation of the property rights (utility easement) acquired from its property located on Woolford Drive, in Eureka, California is based upon a market value appraisal. The amount of land acquired for the permanent utility easement is 6,263 square feet. The temporary construction easement contains approximately 6,263 square feet. Duration of the temporary construction easement is two years.
6. COUNTY agrees to pay all recording fees and all related escrow costs in conjunction with this transaction.
7. COUNTY agrees to install, test and bring into operation the new sanitary sewer line with no outage to OWNER.
8. If COUNTY and its officers, agents, employees, contractors and volunteers require contact or communication with OWNER, during the construction phase of said project, OWNER requests contact to be made as provided below:

Janet Stone, Rockport Healthcare Services

Phone Number (707) 672-5670

9. COUNTY shall defend, indemnify, and hold harmless OWNER from all loss, damage, expense and liability resulting from injury to or death of any person or damage to or destruction of any property actually resulting from any grossly negligent act, error or omission by COUNTY and its officers, agents, employees, contractors and volunteers in the performance of this AGREEMENT.
10. The term of this AGREEMENT, shall commence upon execution of this AGREEMENT by COUNTY and shall terminate upon completion of said project.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate.

OWNER:

COUNTY:

MICHAEL BERG
ASSISTANT SECRETARY

THOMAS K. MATTSON
DIRECTOR OF PUBLIC WORKS

No obligation other than those set forth herein will be recognized.

AFTER RECORDING RETURN TO:

DEPARTMENT OF PUBLIC WORKS
LAND USE DIVISION
3033 H STREET, ROOM 17
EUREKA CA 95501-4409

This instrument is for the benefit of the
County of Humboldt and is entitled to be
recorded without fee. (Govt. Code 27383)

RE: JUVENILE HALL CONSTRUCTION
COUNTY PROJECT NO. 170212
PORTION OF ASSESSOR PARCEL NO. 013-101-005
DTT = \$0 – Rev. & Tax. C.A. § 11922

EASEMENT DEED

For valuable consideration, SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership, hereby deeds to the County of Humboldt, a political subdivision of the State of California an easement for installation, maintenance, replacement, removal, inspection and use of an underground sewer line in, under, across and along the real property described in Exhibit "A" (legal description) and shown on Exhibit "B" (location map).

The County of Humboldt, its assigns or successors, reserves the right to convey this easement to the City of Eureka at its discretion at a future date so that the sewer line can be taken into the public sewer system.

Dated this _____ day of _____, 2016

MICHAEL BERG
ASSISTANT SECRETARY

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____ a Notary
(Date)

Public, 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) (Seal)

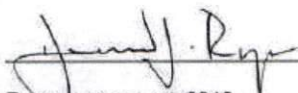
Exhibit A
Legal Description

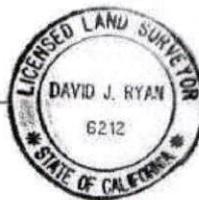
All that real property situated in Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

The northerly 20 feet of the lands described in the deed to SHG Resources, L.P., a Delaware limited partnership, that falls within Woolford Drive, as said lands are described in Instrument No. 2004-37443-10, Official Records of Humboldt County, Tract D (Sunset), Parcel A therein, said lands being further described therein as a portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978, in Book 11 of Parcel Maps, page 102.

This easement is appurtenant to the lands of the County of Humboldt described in Volume 1381, Page 577, Official Records of Humboldt County.

END OF DESCRIPTION


David J. Ryan, LS 6212.
Dated 3/23/15



PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

County of Humboldt, a political subdivision of the State of California
3033 H Street, Room 17
Eureka, CA 95501-4409

ASSESSOR'S PARCEL NUMBER
013-101-005 and 013-111-007
SELLER/TRANSFEROR
SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership
BUYER'S DAYTIME TELEPHONE NUMBER
()
BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
2355 23rd Street, Eureka, CA 95501

MAIL PROPERTY TAX INFORMATION TO (NAME)
County of Humboldt, a political subdivision of the State of California

ADDRESS 3033 H Street, Room 17	CITY Eureka	STATE CA	ZIP CODE 95501
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<input type="checkbox"/> YES <input type="checkbox"/> NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.	MO	DAY	YEAR
--	---	----	-----	------

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
 - *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
 - *D. This transfer is the result of a cotenant's death. Date of death _____
 - *E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
 - *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
 - G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
 - H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
 - J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
 - *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 - Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 - Original term in years (*including written options*): _____ Remaining term in years (*including written options*): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____%

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price. \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____% interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - FHA (___Discount Points) Cal-Vet VA (___Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____% interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
- Direct from seller From a family member-Relationship _____
- Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 - Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 - If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 - If YES, enter the value attributed to the manufactured home: \$ _____
 - YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 - If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 - Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	E-MAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



**Fidelity National
Title Company**
OF CALIFORNIA

PRELIMINARY REPORT APPROVAL

Danielle Simon, Escrow Officer
Fidelity National Title Company of California
515 J Street, Ste. A
Eureka, CA 95501
Phone: (707)442-5785 Fax: (707)445-2656

Escrow No.: FFHO-2011501035-DS
Esc. Officer: Danielle Simon
Property: 2355 23rd Street
Eureka, CA 95501

I have read the Preliminary Report issued by Fidelity National Title Company of California, dated December 31, 2015, covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include encumbrances therein Item No(s). 1-14 of said report, in addition to those specific items described in my escrow instructions or created by me.

I hereby acknowledge receipt of copy of said Preliminary Report and the report has satisfied, or by this acknowledgment I waive, the condition as listed under Paragraph 13A of the purchase agreement.

In addition to the above, the undersigned hereby approve the legal description shown in Schedule A of said report and authorize the use of said description on all documents in this transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

County of Humboldt, a political subdivision of the State
of California

Date

BY: _____
Thomas K. Mattson, Director of Public Works

Date



**Fidelity National
Title Company**
OF CALIFORNIA

SALE ESCROW INSTRUCTIONS

Danielle Simon, Escrow Officer
Fidelity National Title Company of California
515 J Street, Ste. A
Eureka, CA 95501
Phone: (707)442-5785 Fax: (707)445-2656

Date: March 23, 2016
Escrow No.: FFHO-2011501035-DS
Property: 2355 23rd Street
Eureka, CA 95501

I/We hand you herewith any funds (in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company of California pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof) and/or instruments required from me to enable you to close in accordance with the estimated closing statement and when you are able to procure/issue a CLTA Standard Coverage Policy 1990 (04-08-14) coverage form Policy of Title Insurance from Fidelity National Title Company of California with a liability of Six Thousand Two Hundred Seventy-Five And No/100 Dollars (\$6,275.00), covering the following described property located in the City of Eureka, County of Humboldt, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE

2355 23rd Street, Eureka, CA 95501

SHOWING TITLE VESTED IN

County of Humboldt, a political subdivision of the State of California

FREE FROM ENCUMBRANCES EXCEPT

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien now due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1-14 inclusive as shown in your preliminary report.

PRORATIONS

THERE ARE TO BE NO PRORATIONS IN THIS ESCROW

ADDITIONAL INSTRUCTIONS

1. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:
 - a. A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
 - b. A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property.

SALE ESCROW INSTRUCTIONS

(continued)

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred and No/100 Dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:

- a. The sales price of the California real property conveyed does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- b. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.
- c. The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - i. The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - ii. The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - iii. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - iv. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - v. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

2. The receipt by escrow of all documents and monies required to transfer title in accordance with these instructions shall be deemed as sufficient indication that all contingencies and/or conditions contained in the purchase agreement by and between the within buyers and sellers have been removed, complied with, or will be satisfied outside of escrow.
3. The parties hereto acknowledge that they have entered into a Contract for the Purchase and Sale of Real Estate (Deposit Receipt) affecting this transaction. It is expressly agreed that these instructions shall control over said Contract. However, any matters which are expressly covered by said Contract which are not expressly covered by these instructions shall continue to be effective. Fidelity National Title Company of California shall be bound solely by these instructions and shall not be concerned with said Contract, or any outside agreement even though it may come into knowledge, or be deposited in the escrow.
4. Purchaser and Seller agree Purchaser to pay for the CLTA Standard Coverage Policy 1990 (04-08-14) and escrow fees as charged. All other customary charges incurred herewith shall be charged to and paid by their respective parties. You are hereby authorized to make such additional escrow charges as you deem appropriate in the event unusual escrow services are performed.

SALE ESCROW INSTRUCTIONS

(continued)

5. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.
6. The undersigned Buyer hands you herewith Preliminary Change of Ownership Report as provided for in Section 480.34 of the Revenue and Taxation Code, State of California which you are to cause to be filed concurrently with the Deed in our favor. If form is rejected by the County, a surcharge may be imposed by said County and is to be paid by buyer herein.
7. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.
8. **DOCS SIGNED IN COUNTERPART:** These instructions/documents are executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and these counterparts together constitute 1 and the same instrument.
9. **GOOD FUNDS - DISBURSE WHEN AVAILABLE:** Buyer and Seller authorize and instruct to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with California Insurance Code 12413.1. Immediately upon availability of the deposited instrument, is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.
10. **NOTARY GUIDELINES:** The undersigned parties are herein made aware that Fidelity National Title Company of California requires that all documents that require a Notary be signed with an employee of Fidelity National Title Company of California, or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. **PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.**
11. **ONE PROCEEDS CHECK:** Seller proceeds will be disbursed in the form of one check payable to the order of all Sellers unless Escrow Holder is provided with written instructions from all Sellers to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.
12. **GRANT DEED:** The grant deed was prepared outside of escrow and provided to escrow for recording.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account". If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company of California. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

GENERAL PROVISIONS

(continued)

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one (1) copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company of California, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Fidelity National Title Company of California as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the

GENERAL PROVISIONS

(continued)

Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Company of California will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Company of California will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Company of California is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Company of California is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Company of California is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Company of California is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company of California has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company of California is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

22. CLARIFICATION OF DUTIES

Fidelity National Title Company of California serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

GENERAL PROVISIONS

(continued)

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over ninety (90) days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of Twenty-Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Fidelity National Title Company of California conducts escrow business under License No. issued by the California Department of Insurance.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

County of Humboldt, a political subdivision of the State
of California

Date

BY: _____
Thomas K. Mattson, Director of Public Works

Date

Direct Deposit on behalf of: _____

Receiving Bank: _____

City/State: _____

ABA No.: _____

Account Name: _____

Account No.: _____

Forwarding Address:

Phone: _____ Fax: _____

Email: _____

GENERAL PROVISIONS

(continued)

SELLER(S):

SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership

BY: _____
Michael Berg, Assistant Secretary

Date

Date

Forwarding Address:

Phone: _____ Fax: _____
Email: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-101-005 and 013-111-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A

That portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978 in Book 11 of Parcel Maps, page 102, described as follows:

BEGINNING at the most Westerly corner of Parcel 1 of said Parcel Map;
thence North 89 degrees 54 minutes 15 seconds West, 229.05 feet to a point in a non-tangent curve concave to the Northeast having a radius of 275.00 feet, a radial line of said curve through said point bearing North 66 degrees 20 minutes 17 seconds East;
thence Southerly along said curve 128.60 feet (through an angle of 26 degrees 47 minutes 37 seconds) to the South line of said Parcel 2, being the North line of 23rd Street;
thence South 89 degrees 48 minutes West along said line 29.88 feet to a point in the West line of said Parcel 2;
thence along said West line along a curve concave to the Northeast having a radius of 295.0 feet, 235.82 feet (through an angle of 45 degrees 48 minutes 10 seconds);
thence continuing along said West line North 0 degrees 11 minutes 09 seconds West, 377.39 feet to an angle point in said boundary line;
thence continuing along the boundary of said Parcel 2 South 89 degrees 53 minutes 50 seconds East, 313.15 feet to an angle point in said line;
thence South 0 degrees 23 minutes 07 seconds East, 41.00 feet;
thence South 89 degrees 53 minutes 50 seconds East, 22.53 feet to the beginning of a curve concave to the South having a radius of 40 feet;
thence Easterly along said curve 45.76 feet to a point in a non-tangent line (a radial line through said point bearing South 65 degrees 39 minutes 14 seconds West);
thence South 4 degrees 56 minutes West, 9.43 feet to the beginning of a non-tangent curve concave to the East having a radius of 500 feet, a radial line of said curve through said beginning of curve bearing South 84 degrees 47 minutes 47 seconds East;
thence Southerly along said curve 181.81 feet (through an angle of 20 degrees 50 minutes 04 seconds) to a point in a non-tangent line (a radial line of said curve through said point bearing North 74 degrees 22 minutes 09 seconds East);
thence South 16 degrees 57 minutes East 60.13 feet to the beginning of a non-tangent curve concave to the West having a radius of 524.50 feet, a radial line of said curve through said beginning of curve bearing South 73 degrees 25 minutes 28 seconds West;
thence Southerly along said curve 36.50 feet (through an angle of 3 degrees 59 minutes 14 seconds) to the North line of Parcel 1 of said Parcel Map No. 1302;
thence along said North line North 74 degrees 29 minutes West, 19.13 feet to an angle point in the North boundary of said Parcel 1;
thence South 40 degrees 17 minutes 45 seconds West, 189.95 feet to the point of beginning.

PARCEL B

A non-exclusive easement for ingress, egress and public utilities, over Watson Drive as shown in Book 31, Page 97, of Surveys, Humboldt County Records, being a strip of land 21 feet in width, the Easterly line of which is the West line of Parcel A above described and extending from the North line of 23rd Street, tot the Northwest corner of said Parcel A.

PARCEL C

EXHIBIT "A"
Legal Description

A non-exclusive easement for ingress, egress and public utilities over that portion of Hardy Drive, which crosses Parcel 1 of Parcel Map No. 1903, filed in Book 16, Pages 132, 133, of Parcel Maps, said easement being 32 feet in width, the West line of said easement described as follows:

BEGINNING at the Northwest corner of Parcel 1 of Book 16, Page 132, of Parcel Maps, Humboldt County Records, said point being on the South line of Munson Street, as shown on said Map;

thence South 0 degrees 19 minutes 47 seconds East, 127.37 feet;

thence South 0 degrees 11 minutes 20 seconds East, 139.36 feet;

thence South 4 degrees 00 minutes 00 seconds West, 24.81 feet;

thence South 9 degrees 00 minutes 28 seconds West, 36.49 feet;

thence South 8 degrees 09 minutes 10 seconds West, 82.16 feet to the Northerly terminus of the Course

"North 4 degrees 56 minutes East, 9.43 feet" as shown along the West line of Hardy Drive in Book 16, Page 132, of Parcel Maps;

thence following the West line of said Parcel 1 the following courses:

thence South 4 degrees 56 minutes West, 9.43 feet to the beginning of a non-tangent curve concave to the East having a radius of 500 feet (a radial line of said curve through said point bearing North 84 degrees 47 minutes 47 seconds West);

thence reducing to an easement 30 feet in width, the West line of said easement described as follows:

Southerly along said curve through a central angle of 20 degrees 50 minutes 04 seconds, for a distance of 181.81 feet;

thence South 16 degrees 57 minutes East, 60.13 feet to the beginning of a non-tangent curve concave to the West having a radius of 524.50 feet (a radial line of said curve through said point bearing North 73 degrees 25 minutes 28 seconds East);

thence Southerly along said curve through a central angle of 3 degrees 59 minutes 14 seconds, 36.50 feet to the South line of said Parcel 1.

The East line of this easement is to be extended so as to begin on the South line of Munson Street and terminate on the North line of Parcel 1 of Book 11, Page 102, of Parcel Maps.

PARCEL D

A non-exclusive easement for ingress, egress and public utilities over that portion of Hardy Drive which crosses Parcel 1 of Parcel Map No. 1302, filed in Book 11, Page 102, of Parcel Maps, Humboldt County Records, being 51 feet in width and extending from the North line of 23rd Street to the North line of said Parcel 1, as shown on said Map.

PARCEL E

A non-exclusive easement for ingress, egress and public utilities over that portion of Woolford Drive which crosses Parcel 1 of Parcel Map No. 1903, filed in Book 16, Pages 132 and 133, of Parcel Maps, described as follows:

BEGINNING at a point on the West line of said Parcel 1 at the Southerly terminus of the Course "South 0 degrees 23 minutes 07 seconds East, 216.40 feet";

thence South 89 degrees 53 minutes 50 seconds East, 51.04 feet to the beginning of a curve concave to the Northwest, having a radius of 20 feet;

thence Northeasterly along said curve, through a central angle of 81 degrees 05 minutes 42 seconds, a distance of 28.31 feet;

thence South 8 degrees 09 minutes 10 seconds West, 82.16 feet to the Northerly terminus of the Course "North 4 degrees 56 minutes East, 9.43 feet" as shown along the West line of Hardy Drive in Book 16, Page 132, of Parcel Maps, said point being the beginning of a curve concave to the South having a radius of 40 feet (a radial line of said curve through said point bearing North 65 degrees 39 minutes 14 seconds East);

thence along the West line of said Parcel 1, Westerly along said curve through a central angle of 65 degrees 33 minutes 04 seconds, for a distance of 45.76 feet;

EXHIBIT "A"
Legal Description

thence continuing along said West line, North 89 degrees 53 minutes 50 seconds West, 22.53 feet to an angle point in said West line;
thence North 0 degrees 23 minutes 07 seconds West, 41.00 feet to the point of beginning.

PARCEL F

A non-exclusive easement for ingress and egress over that portion of Parcel 1 of Parcel Maps No. 1903, filed in Book 16, Pages 132 and 133, of Parcel Maps, described as follows:

BEGINNING at a point on the West line of Harrison Avenue at a point which bears South 0 degrees 12 minutes East, 230.00 feet from a point which bears South 89 degrees 32 minutes 14 seconds West, 30.00 feet from the Northeast corner of Parcel 1 of Book 16, Page 132, of Parcel Maps, Humboldt County Records;
thence North 89 degrees 57 minutes 40 seconds West, 36.43 feet;
thence North, 32.73 feet;
thence South 89 degrees 49 minutes 40 seconds West, 232.50 feet to the East line of Hardy Drive, as described above;
thence South 0 degrees 11 minutes 20 seconds East, along said line, 24.40 feet;
thence North 89 degrees 31 minutes 25 seconds East, 203.64 feet;
thence South 39.62 feet;
thence North 89 degrees 33 minutes 20 seconds East, 65.32 feet to the West line of Harrison Avenue;
thence North 0 degrees 12 minutes West, along said West line, 29.77 feet to the point of beginning.

PARCEL G

An easement for use, maintenance, repair and replacement of the existing sewer line within a strip of land 10 feet in width, the centerline of which is the center line of the existing sewer line extending from the West line of Parcel A above, North 89 degrees 03 minutes West, across Parcel 2 as shown on the Record of Survey filed in Book 31, Page 97, of Surveys, Humboldt County Records.

PARCEL H

An easement for use, maintenance, repair and replacement of an existing water line over a portion of Parcel Two as shown on the Record of Survey filed in Book 31 of Surveys, page 97, Humboldt County Records and a portion of Parcel 3 as shown on Parcel Map No. 1903 filed in Book 16 of Parcel Maps, page 132 and 133, Humboldt County Records, being an easement 10 feet in width lying 5 feet on each side of the following described centerline:

BEGINNING at the Southeast corner of said Parcel Two, being on the North line of 23rd Street and the beginning of a non-tangent curve concave to the East;
thence South 89 degrees 48 minutes West, along the South line of said Parcel Two and the North line of 23rd Street 36.45 feet to the true point of beginning;
thence North 1 degree 11 minutes West, 44.07 feet to the East line of said Parcel Two;
thence continuing North 1 degree 11 minutes West to the North line of said Parcel 3 of Parcel Map No. 1903.

EXCEPTING THEREFROM that portion thereof lying within Parcel A above.

PARCEL I

A non-exclusive easement for ingress and egress over a strip of land described as follows:

All that land within the incorporated limits of the City of Eureka, County of Humboldt, State of California, in the Southeast Quarter of the Northeast Quarter of Section 26, Township 5 North, Range 1 West, Humboldt Base and Meridian, described as follows:

EXHIBIT "A"
Legal Description

Commencing at the Section corner common to Sections 25, 26, 35, and 36, Township 5 North, Range 1 West, Humboldt Base and Meridian, and running thence North 01 degree 37 minutes 21 seconds East along the section line between Sections 25 and 26 a distance of 3,328.87 feet;

thence North 88 degrees 38 minutes 36 seconds West, a distance of 30.00 feet to the true point of beginning of the parcel to be herein described, said point is a lead and tack as shown in Book 31 of Surveys, page 97, and being also the most Northeasterly corner of Parcel One as shown on said survey;

thence South 01 degree 37 minutes 10 seconds West, a distance of 38.45 feet;

thence North 88 degrees 38 minutes 36 seconds West along the boundary of Parcels One and Three as shown on said survey, a distance of 301.05 feet;

thence North 01 degree 37 minutes 10 seconds East, a distance of 38.45 feet to a point on the North property line of Parcel One as shown on said survey;

thence South 88 degrees 38 minutes 36 seconds East along the Northerly property line of said Parcel One, a distance of 301.04 feet to the true point of beginning.

Distances are based on the California Coordinate System Zone 1 (N.A.D. 27). Rotate bearings 01 degree 23 minutes 53 seconds counter clockwise to obtain true bearings. The mapping angle (N.A.D. 27) at City Monument number 150 was used for this description. To compute ground distances, multiply called distances by 1.0001084.

PARCEL J

An easement for the use, maintenance, repair and replacement of a water line within a strip of land 10 feet in width, the centerline of which is described as follows:

BEGINNING on the West line of Harrison Avenue at a point located South 0 degrees 12 minutes East, 194.84 feet from the intersection of said West line of Harrison Avenue with the North line of Parcel 1 of Parcel Map No. 1903 filed in Book 16, Pages 132 and 133, of Parcel Maps, Humboldt County Records;

thence South 89 degrees 44 minutes West 193.20 feet;

thence South 40 degrees 33 minutes 30 seconds West, 174.08 feet;

thence South 11 degrees 01 minutes West, 80.69 feet to the Easterly line of Parcel 2 of said Parcel Map No. 1903.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FFHO-2011501035-DS

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number, time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Tigor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

Attachment 2

Estimated Seller's Settlement Statement



Fidelity National Title Company of California

515 J Street, Ste. A, Eureka, CA 95501
Phone: (707)442-5785 | FAX: (707)445-2656

ESTIMATED SELLER'S STATEMENT

Settlement Date:
Disbursement Date:

Escrow Number: FSHA-0201-FFHO-2011501035
Escrow Officer: Danielle Simon

Buyer: County of Humboldt, a political subdivision of the State of California

Seller: SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership

Property: 2355 23rd Street
Eureka, CA 95501
Parcel ID(s): 013-101-005, 013-111-007

	\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION		
Contract sales price		6,275.00
<hr/>		
Subtotals		6,275.00
Balance Due TO Seller	6,275.00	
<hr/>		
TOTALS	6,275.00	6,275.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership

BY: _____
Michael Berg, Assistant Secretary

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Fidelity National Title Company of California
Settlement Agent



Fidelity National
Title Company
 OF CALIFORNIA

DISBURSEMENT OF PROCEEDS / REFUNDS

Danielle Simon, Escrow Officer
 Fidelity National Title Company of California
 515 J Street, Ste. A
 Eureka, CA 95501
 Phone: (707)442-5785 Fax: (707)445-2656

Date: October 29, 2015
Escrow No.: FFHO-2011501035-DS
Property: 2355 23rd Street
 Eureka, CA 95501

The Undersigned hereby instruct and authorize Escrow Holder to disburse proceeds/refund as follows:

HOLD check for PICK UP. CALL when ready for PICK UP, PHONE NO.: _____

WIRE funds to (Bank Name): _____

** Account Name: _____

Bank Address: _____

Routing No.: _____ Account No.: _____

For further credit to: _____

Account No.: _____

Notify: _____

Phone: _____

Memo: _____

Other: _____

* Provided that the funds are wire transferred in accordance with these instructions, Fidelity National Title Company of California shall not be liable for any act or omission of any financial institution or any other person, nor shall Fidelity National Title Company of California have any liability for loss of funds or interest thereon. The undersigned shall indemnify and hold harmless Fidelity National Title Company of California, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

** **WARNING: DO NOT RISK WIRE BEING RETURNED! ESCROW HOLDER MUST DISBURSE FUNDS PAYABLE TO THE VESTED OWNERS OF THE SUBJECT PROPERTY.** (Example: If you own the property in your Trust, the Account Name MUST also be in your Trust.)

MAIL Overnight Delivery check to: _____

* FORWARDING ADDRESS: _____

* Please complete forwarding address for any possible refunds or correspondence after close of escrow.

TRANSFER All Net Proceeds/Refund OR \$ _____

To: _____

Attn: _____

Escrow No.: _____

DISBURSEMENT OF PROCEEDS / REFUNDS

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SHG Resources, LLC, a Delaware limited liability
company, formerly known as SHG Resources, LP, a
Delaware limited partnership

BY: _____
Michael Berg, Assistant Secretary

Date

Date

AFTER RECORDING RETURN TO:

DEPARTMENT OF PUBLIC WORKS
LAND USE DIVISION
3033 H STREET, ROOM 17
EUREKA CA 95501-4409

This instrument is for the benefit of the
County of Humboldt and is entitled to be
recorded without fee. (Govt. Code 27383)

RE: JUVENILE HALL CONSTRUCTION
COUNTY PROJECT NO. 170212
PORTION OF ASSESSOR PARCEL NO. 013-101-005
DTT = \$0 – Rev. & Tax. C.A. § 11922

EASEMENT DEED

For valuable consideration, SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership hereby grants and conveys to the County of Humboldt, a political subdivision of the State of California, an easement for installation, maintenance, replacement, removal, inspection and use of an underground sewer line in, under, across and along the real property described in Exhibit "A" (legal description) and shown on Exhibit "B" (location map).

Together with the right to assign or convey said easement to the City of Eureka.

Dated this _____ day of _____, 2016

MICHAEL BERG
ASSISTANT SECRETARY

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____ a Notary
(Date)
Public, 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.

_____ (Seal)
(Signature of Notary)

EXHIBIT A- Page 1
SHG to County

All that real property situated in Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

The northerly 20 feet of the lands described in the deed to SHG Resources, L.P., a Delaware limited partnership, that falls within Woolford Drive, as said lands are described in Instrument No. 2004-37443-10, Official Records of Humboldt County, Tract D (Sunset), Parcel A therein, said lands being further described therein as a portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978, in Book 11 of Parcel Maps, page 102.

This easement is appurtenant to the lands of the County of Humboldt described in Volume 1381, Page 577, Official Records of Humboldt County.

END OF DESCRIPTION

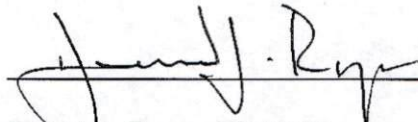
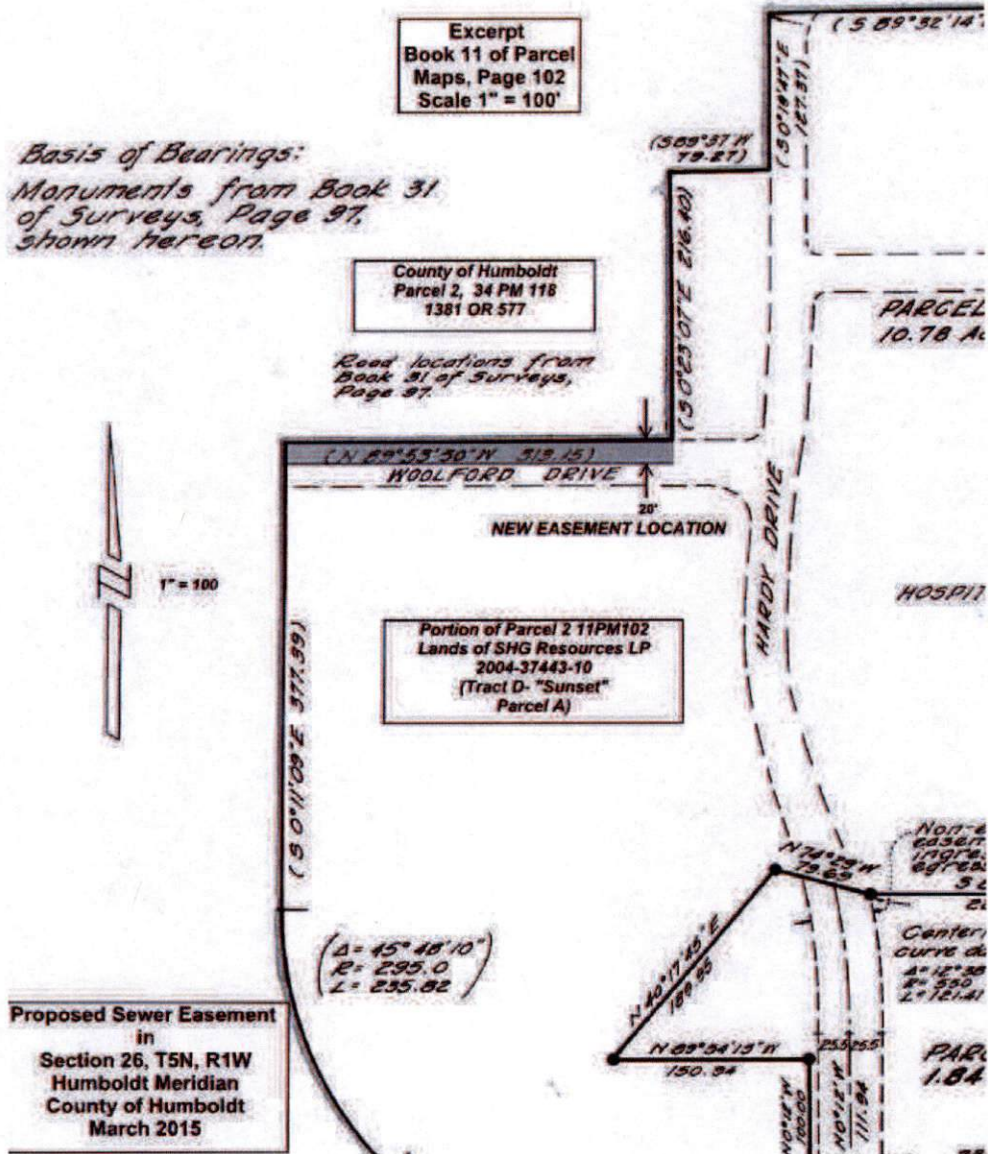

David J. Ryan, LS 6212.
Dated 3/23/15



Exhibit B
Location Map



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein to the County of Humboldt, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Humboldt pursuant to authority conferred by Ordinance No. 2504 of the Board of Supervisors of the County of Humboldt adopted on July 9, 2013, and Resolution No. 06-120 of the Board of Supervisors of the County of Humboldt adopted on December 12, 2006, and the grantee consents to recordation thereof by its duly authorized officer.

_____ Date: _____, 2015
THOMAS K. MATTSON,
DIRECTOR OF PUBLIC WORKS, COUNTY OF HUMBOLDT

**JUVENILE HALL REPLACEMENT
COUNTY CONTRACT NO. 170212**

RELOCATION OF SANITARY SEWER LINE INTO WOOLFORD DRIVE

AGREEMENT FOR PUBLIC UTILITY AND TEMPORARY CONSTRUCTION EASEMENTS

This Agreement for Public Utility and Temporary Construction Easements, hereinafter referred to as "AGREEMENT," entered into this ____ day of _____, 2016, by and between SHG RESOURCES, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership, hereinafter referred to as "OWNER," and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "COUNTY," is made upon the following considerations:

WITNESSETH:

WHEREAS, OWNER represents and warrants that it is the owner in fee of a parcel of land located in a portion of Section 26, Township 5 North, Range 1 West, Humboldt Meridian, which is identified as Assessor's Parcel No. 013-101-005, and as such has the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY has construction plans for a new Juvenile Hall on the COUNTY property identified as Assessor's Parcel No. 013-101-010. Construction plans are on file with COUNTY's Department of Public Works, County Contract Number 170212; and

WHEREAS, an underground public utility easement is required to relocate the existing sanitary sewer line located on said County property into Woolford Drive for which COUNTY already has an ingress/egress easement, and for which COUNTY is purchasing a utility easement; and

WHEREAS, COUNTY will be required to install a sanitary sewer line, and regrade, repave and restripe the south twenty feet (20') of Woolford Drive, during construction and requires a temporary construction easement for Woolford Drive throughout construction.

NOW, THEREFORE, it is mutually agreed as follows:

1. OWNER, as requested, shall execute and deliver to COUNTY an easement deed for a permanent underground utility easement over that certain portion of OWNER's real property described in said easement deed. Said property is described and shown on Exhibits A and B to the easement deed, a draft of which is attached hereto and made a part hereof. The easement deed shall include the right to convey the easement to the City of Eureka.
2. OWNER, as requested, hereby grants to COUNTY a temporary construction easement for the installation of a sanitary sewer line, and regrading, repaving and restriping of the south twenty feet (20') of Woolford Drive, during construction of the above-referenced project.
3. Delivery of said easement deed and temporary construction easement is made expressly subject to the terms and conditions set forth herein.

4. COUNTY shall pay OWNER the sum of Six Thousand Two Hundred Seventy-Five Dollars (\$6,275.00) as just compensation for the property rights conveyed in this transaction.
5. OWNER understands that COUNTY's valuation of the property rights (utility easement) acquired from its property located on Woolford Drive, in Eureka, California is based upon a market value appraisal. The amount of land acquired for the permanent utility easement is 6,263 square feet. The temporary construction easement contains approximately 6,263 square feet. Duration of the temporary construction easement is two years.
6. COUNTY agrees to pay all recording fees and all related escrow costs in conjunction with this transaction.
7. COUNTY agrees to install, test and bring into operation the new sanitary sewer line with no outage to OWNER.
8. If COUNTY and its officers, agents, employees, contractors and volunteers require contact or communication with OWNER, during the construction phase of said project, OWNER requests contact to be made as provided below:

Janet Stone, Rockport Healthcare Services Phone Number (707) 672-5670
9. COUNTY shall defend, indemnify, and hold harmless OWNER from all loss, damage, expense and liability resulting from injury to or death of any person or damage to or destruction of any property actually resulting from any grossly negligent act, error or omission by COUNTY and its officers, agents, employees, contractors and volunteers in the performance of this AGREEMENT.
10. The term of this AGREEMENT, shall commence upon execution of this AGREEMENT by COUNTY and shall terminate upon completion of said project.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate.

OWNER:

COUNTY:

MICHAEL BERG
ASSISTANT SECRETARY

THOMAS K. MATTSON
DIRECTOR OF PUBLIC WORKS

No obligation other than those set forth herein will be recognized.

AFTER RECORDING RETURN TO:

DEPARTMENT OF PUBLIC WORKS
LAND USE DIVISION
3033 H STREET, ROOM 17
EUREKA CA 95501-4409

This instrument is for the benefit of the
County of Humboldt and is entitled to be
recorded without fee. (Govt. Code 27383)

RE: JUVENILE HALL CONSTRUCTION
COUNTY PROJECT NO. 170212
PORTION OF ASSESSOR PARCEL NO. 013-101-005
DTT = \$0 – Rev. & Tax. C.A. § 11922

EASEMENT DEED

For valuable consideration, SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership, hereby deeds to the County of Humboldt, a political subdivision of the State of California an easement for installation, maintenance, replacement, removal, inspection and use of an underground sewer line in, under, across and along the real property described in Exhibit "A" (legal description) and shown on Exhibit "B" (location map).

The County of Humboldt, its assigns or successors, reserves the right to convey this easement to the City of Eureka at its discretion at a future date so that the sewer line can be taken into the public sewer system.

Dated this _____ day of _____, 2016

MICHAEL BERG
ASSISTANT SECRETARY

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____ a Notary
(Date)

Public, 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) (Seal)

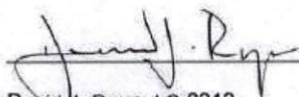
Exhibit A
Legal Description

All that real property situated in Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

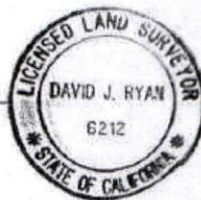
The northerly 20 feet of the lands described in the deed to SHG Resources, L.P., a Delaware limited partnership, that falls within Woolford Drive, as said lands are described in Instrument No. 2004-37443-10, Official Records of Humboldt County, Tract D (Sunset), Parcel A therein, said lands being further described therein as a portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978, in Book 11 of Parcel Maps, page 102.

This easement is appurtenant to the lands of the County of Humboldt described in Volume 1381, Page 577, Official Records of Humboldt County.

END OF DESCRIPTION



David J. Ryan, LS 6212.
Dated 3/23/15





**Fidelity National
Title Company**
OF CALIFORNIA

SUBSTITUTE FORM 1099-S

Proceeds from Real Estate Transactions as required by the Internal Revenue Service
You are required by law to provide Fidelity National Title Company of California with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Branch Address
Fidelity National Title Company of California
515 J Street, Ste. A
Eureka, CA 95501
County Humboldt

This is important tax information and is being furnished to the Internal Revenue Service, as required by section 1521 of the Tax Reform Act of 1986. If you are required to file a return, a negligence penalty or other sanction will be imposed if this income is taxable and the IRS determines that it has not been reported.

Escrow No.: FFHO-2011501035

Date of closing: _____

PROPERTY ADDRESS OR LEGAL DESCRIPTION

2355 23rd Street, Eureka CA 95501

Assessor's Parcel Number (APN) - 013-101-005 and 013-111-007

PROCEEDS FOR THIS SALE WENT TO: (MULTIPLE SELLERS - Use one form for each seller. Treat husband and wife as one seller (filing joint tax returns) unless requested otherwise, then separate forms must be used.)

1. _____
Sellers Name (First, MI, Last or Entity Name)
2. _____
Spouse or Personal Representative

_____ Federal Tax ID# for this seller
(List only the Tax ID# for the seller listed on Line 1, spouse Tax ID# not required. Executor/Trustee should not list their name as the seller unless they are going to report the proceeds on their personal income tax return. Disregarded entities should provide the name and Tax ID# of the responsible person/entity.)

TOTAL CONSIDERATION

\$6,275.00 Total Consideration
_____ % Percentage of ownership for this seller
\$ _____ GROSS Allocated Proceeds
(Total consideration multiplied by percentage of ownership)

Exchange (If checked)

\$ _____ Tax Credit to Seller (Real property tax credits to seller contained in the 400 series of the HUD-1 or comparable closing statement form).

MAILING ADDRESS:

Check here if the address is outside of the U.S.A.

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

Transferor's Signature

Date

Spouse

Date

Retain for 4 years



**Fidelity National
Title Company**
OF CALIFORNIA

PRELIMINARY REPORT APPROVAL

Danielle Simon, Escrow Officer
Fidelity National Title Company of California
515 J Street, Ste. A
Eureka, CA 95501
Phone: (707)442-5785 Fax: (707)445-2656

Escrow No.: FFHO-2011501035-DS
Esc. Officer: Danielle Simon
Property: 2355 23rd Street
Eureka, CA 95501

I have read the Preliminary Report issued by Fidelity National Title Company of California, dated December 31, 2015, covering the property described in your above numbered escrow. I know of no other matters pertaining to the condition of title other than stated in this report. Further we approve the legal description as being the property which is the subject of this escrow.

I hereby acknowledge receipt of copy of said Preliminary Report.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SELLER(S)

SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership

BY: _____
Michael Berg, Assistant Secretary

Date

Date



**Fidelity National
Title Company**
OF CALIFORNIA

SALE ESCROW INSTRUCTIONS

Danielle Simon, Escrow Officer
Fidelity National Title Company of California
515 J Street, Ste. A
Eureka, CA 95501
Phone: (707)442-5785 Fax: (707)445-2656

Date: March 23, 2016
Escrow No.: FFHO-2011501035-DS
Property: 2355 23rd Street
Eureka, CA 95501

I/We hand you herewith any funds (in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company of California pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof) and/or instruments required from me to enable you to close in accordance with the estimated closing statement and when you are able to procure/issue a CLTA Standard Coverage Policy 1990 (04-08-14) coverage form Policy of Title Insurance from Fidelity National Title Company of California with a liability of Six Thousand Two Hundred Seventy-Five And No/100 Dollars (\$6,275.00), covering the following described property located in the City of Eureka, County of Humboldt, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE

2355 23rd Street, Eureka, CA 95501

SHOWING TITLE VESTED IN

County of Humboldt, a political subdivision of the State of California

FREE FROM ENCUMBRANCES EXCEPT

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien now due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1-14 inclusive as shown in your preliminary report.

PRORATIONS

THERE ARE TO BE NO PRORATIONS IN THIS ESCROW

ADDITIONAL INSTRUCTIONS

1. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:
 - a. A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
 - b. A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property.

SALE ESCROW INSTRUCTIONS

(continued)

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred and No/100 Dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:

- a. The sales price of the California real property conveyed does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- b. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.
- c. The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - i. The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - ii. The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - iii. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - iv. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - v. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

2. The receipt by escrow of all documents and monies required to transfer title in accordance with these instructions shall be deemed as sufficient indication that all contingencies and/or conditions contained in the purchase agreement by and between the within buyers and sellers have been removed, complied with, or will be satisfied outside of escrow.
3. The parties hereto acknowledge that they have entered into a Contract for the Purchase and Sale of Real Estate (Deposit Receipt) affecting this transaction. It is expressly agreed that these instructions shall control over said Contract. However, any matters which are expressly covered by said Contract which are not expressly covered by these instructions shall continue to be effective. Fidelity National Title Company of California shall be bound solely by these instructions and shall not be concerned with said Contract, or any outside agreement even though it may come into knowledge, or be deposited in the escrow.
4. Purchaser and Seller agree Purchaser to pay for the CLTA Standard Coverage Policy 1990 (04-08-14) and escrow fees as charged. All other customary charges incurred herewith shall be charged to and paid by their respective parties. You are hereby authorized to make such additional escrow charges as you deem appropriate in the event unusual escrow services are performed.

SALE ESCROW INSTRUCTIONS

(continued)

5. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing, by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.
6. The undersigned Buyer hands you herewith Preliminary Change of Ownership Report as provided for in Section 480.34 of the Revenue and Taxation Code, State of California which you are to cause to be filed concurrently with the Deed in our favor. If form is rejected by the County, a surcharge may be imposed by said County and is to be paid by buyer herein.
7. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.
8. **DOCS SIGNED IN COUNTERPART:** These instructions/documents are executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and these counterparts together constitute 1 and the same instrument.
9. **GOOD FUNDS - DISBURSE WHEN AVAILABLE:** Buyer and Seller authorize and instruct to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with California Insurance Code 12413.1. Immediately upon availability of the deposited instrument, is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.
10. **NOTARY GUIDELINES:** The undersigned parties are herein made aware that Fidelity National Title Company of California requires that all documents that require a Notary be signed with an employee of Fidelity National Title Company of California, or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. **PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.**
11. **ONE PROCEEDS CHECK:** Seller proceeds will be disbursed in the form of one check payable to the order of all Sellers unless Escrow Holder is provided with written instructions from all Sellers to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.
12. **GRANT DEED:** The grant deed was prepared outside of escrow and provided to escrow for recording.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account". If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company of California. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

GENERAL PROVISIONS

(continued)

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one (1) copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company of California, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Fidelity National Title Company of California as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the

GENERAL PROVISIONS (continued)

Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Company of California will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Company of California will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Company of California is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Company of California is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Company of California is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Company of California is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company of California has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company of California is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

22. CLARIFICATION OF DUTIES

Fidelity National Title Company of California serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

GENERAL PROVISIONS
(continued)

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over ninety (90) days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of Twenty-Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Fidelity National Title Company of California conducts escrow business under License No. issued by the California Department of Insurance.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

County of Humboldt, a political subdivision of the State
of California

_____ Date

BY: _____
Thomas K. Mattson, Director of Public Works

_____ Date

Direct Deposit on behalf of: _____

Receiving Bank: _____

City/State: _____

ABA No.: _____

Account Name: _____

Account No.: _____

Forwarding Address:

Phone: _____ Fax: _____

Email: _____

GENERAL PROVISIONS
(continued)

SELLER(S):

SHG Resources, LLC, a Delaware limited liability company, formerly known as SHG Resources, LP, a Delaware limited partnership

BY: _____
Michael Berg, Assistant Secretary

Date

Date

Forwarding Address:

Phone: _____ Fax: _____

Email: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-101-005 and 013-111-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A

That portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978 in Book 11 of Parcel Maps, page 102, described as follows:

BEGINNING at the most Westerly corner of Parcel 1 of said Parcel Map;
thence North 89 degrees 54 minutes 15 seconds West, 229.05 feet to a point in a non-tangent curve concave to the Northeast having a radius of 275.00 feet, a radial line of said curve through said point bearing North 66 degrees 20 minutes 17 seconds East;
thence Southerly along said curve 128.60 feet (through an angle of 26 degrees 47 minutes 37 seconds) to the South line of said Parcel 2, being the North line of 23rd Street;
thence South 89 degrees 48 minutes West along said line 29.88 feet to a point in the West line of said Parcel 2;
thence along said West line along a curve concave to the Northeast having a radius of 295.0 feet, 235.82 feet (through an angle of 45 degrees 48 minutes 10 seconds);
thence continuing along said West line North 0 degrees 11 minutes 09 seconds West, 377.39 feet to an angle point in said boundary line;
thence continuing along the boundary of said Parcel 2 South 89 degrees 53 minutes 50 seconds East, 313.15 feet to an angle point in said line;
thence South 0 degrees 23 minutes 07 seconds East, 41.00 feet;
thence South 89 degrees 53 minutes 50 seconds East, 22.53 feet to the beginning of a curve concave to the South having a radius of 40 feet;
thence Easterly along said curve 45.76 feet to a point in a non-tangent line (a radial line through said point bearing South 65 degrees 39 minutes 14 seconds West);
thence South 4 degrees 56 minutes West, 9.43 feet to the beginning of a non-tangent curve concave to the East having a radius of 500 feet, a radial line of said curve through said beginning of curve bearing South 84 degrees 47 minutes 47 seconds East;
thence Southerly along said curve 181.81 feet (through an angle of 20 degrees 50 minutes 04 seconds) to a point in a non-tangent line (a radial line of said curve through said point bearing North 74 degrees 22 minutes 09 seconds East);
thence South 16 degrees 57 minutes East 60.13 feet to the beginning of a non-tangent curve concave to the West having a radius of 524.50 feet, a radial line of said curve through said beginning of curve bearing South 73 degrees 25 minutes 28 seconds West;
thence Southerly along said curve 36.50 feet (through an angle of 3 degrees 59 minutes 14 seconds) to the North line of Parcel 1 of said Parcel Map No. 1302;
thence along said North line North 74 degrees 29 minutes West, 19.13 feet to an angle point in the North boundary of said Parcel 1;
thence South 40 degrees 17 minutes 45 seconds West, 189.95 feet to the point of beginning.

PARCEL B

A non-exclusive easement for ingress, egress and public utilities, over Watson Drive as shown in Book 31, Page 97, of Surveys, Humboldt County Records, being a strip of land 21 feet in width, the Easterly line of which is the West line of Parcel A above described and extending from the North line of 23rd Street, tot the Northwest corner of said Parcel A.

PARCEL C

EXHIBIT "A"
Legal Description

A non-exclusive easement for ingress, egress and public utilities over that portion of Hardy Drive, which crosses Parcel 1 of Parcel Map No. 1903, filed in Book 16, Pages 132, 133, of Parcel Maps, said easement being 32 feet in width, the West line of said easement described as follows:

BEGINNING at the Northwest corner of Parcel 1 of Book 16, Page 132, of Parcel Maps, Humboldt County Records, said point being on the South line of Munson Street, as shown on said Map;

thence South 0 degrees 19 minutes 47 seconds East, 127.37 feet;

thence South 0 degrees 11 minutes 20 seconds East, 139.36 feet;

thence South 4 degrees 00 minutes 00 seconds West, 24.81 feet;

thence South 9 degrees 00 minutes 28 seconds West, 36.49 feet;

thence South 8 degrees 09 minutes 10 seconds West, 82.16 feet to the Northerly terminus of the Course "North 4 degrees 56 minutes East, 9.43 feet" as shown along the West line of Hardy Drive in Book 16, Page 132, of Parcel Maps;

thence following the West line of said Parcel 1 the following courses:

thence South 4 degrees 56 minutes West, 9.43 feet to the beginning of a non-tangent curve concave to the East having a radius of 500 feet (a radial line of said curve through said point bearing North 84 degrees 47 minutes 47 seconds West);

thence reducing to an easement 30 feet in width, the West line of said easement described as follows:

Southerly along said curve through a central angle of 20 degrees 50 minutes 04 seconds, for a distance of 181.81 feet;

thence South 16 degrees 57 minutes East, 60.13 feet to the beginning of a non-tangent curve concave to the West having a radius of 524.50 feet (a radial line of said curve through said point bearing North 73 degrees 25 minutes 28 seconds East);

thence Southerly along said curve through a central angle of 3 degrees 59 minutes 14 seconds, 36.50 feet to the South line of said Parcel 1.

The East line of this easement is to be extended so as to begin on the South line of Munson Street and terminate on the North line of Parcel 1 of Book 11, Page 102, of Parcel Maps.

PARCEL D

A non-exclusive easement for ingress, egress and public utilities over that portion of Hardy Drive which crosses Parcel 1 of Parcel Map No. 1302, filed in Book 11, Page 102, of Parcel Maps, Humboldt County Records, being 51 feet in width and extending from the North line of 23rd Street to the North line of said Parcel 1, as shown on said Map.

PARCEL E

A non-exclusive easement for ingress, egress and public utilities over that portion of Woolford Drive which crosses Parcel 1 of Parcel Map No. 1903, filed in Book 16, Pages 132 and 133, of Parcel Maps, described as follows:

BEGINNING at a point on the West line of said Parcel 1 at the Southerly terminus of the Course "South 0 degrees 23 minutes 07 seconds East, 216.40 feet";

thence South 89 degrees 53 minutes 50 seconds East, 51.04 feet to the beginning of a curve concave to the Northwest, having a radius of 20 feet;

thence Northeasterly along said curve, through a central angle of 81 degrees 05 minutes 42 seconds, a distance of 28.31 feet;

thence South 8 degrees 09 minutes 10 seconds West, 82.16 feet to the Northerly terminus of the Course "North 4 degrees 56 minutes East, 9.43 feet" as shown along the West line of Hardy Drive in Book 16, Page 132, of Parcel Maps, said point being the beginning of a curve concave to the South having a radius of 40 feet (a radial line of said curve through said point bearing North 65 degrees 39 minutes 14 seconds East);

thence along the West line of said Parcel 1, Westerly along said curve through a central angle of 65 degrees 33 minutes 04 seconds, for a distance of 45.76 feet;

EXHIBIT "A"
Legal Description

thence continuing along said West line, North 89 degrees 53 minutes 50 seconds West, 22.53 feet to an angle point in said West line;
thence North 0 degrees 23 minutes 07 seconds West, 41.00 feet to the point of beginning.

PARCEL F

A non-exclusive easement for ingress and egress over that portion of Parcel 1 of Parcel Maps No. 1903, filed in Book 16, Pages 132 and 133, of Parcel Maps, described as follows:

BEGINNING at a point on the West line of Harrison Avenue at a point which bears South 0 degrees 12 minutes East, 230.00 feet from a point which bears South 89 degrees 32 minutes 14 seconds West, 30.00 feet from the Northeast corner of Parcel 1 of Book 16, Page 132, of Parcel Maps, Humboldt County Records;
thence North 89 degrees 57 minutes 40 seconds West, 36.43 feet;
thence North, 32.73 feet;
thence South 89 degrees 49 minutes 40 seconds West, 232.50 feet to the East line of Hardy Drive, as described above;
thence South 0 degrees 11 minutes 20 seconds East, along said line, 24.40 feet;
thence North 89 degrees 31 minutes 25 seconds East, 203.64 feet;
thence South 39.62 feet;
thence North 89 degrees 33 minutes 20 seconds East, 65.32 feet to the West line of Harrison Avenue;
thence North 0 degrees 12 minutes West, along said West line, 29.77 feet to the point of beginning.

PARCEL G

An easement for use, maintenance, repair and replacement of the existing sewer line within a strip of land 10 feet in width, the centerline of which is the center line of the existing sewer line extending from the West line of Parcel A above, North 89 degrees 03 minutes West, across Parcel 2 as shown on the Record of Survey filed in Book 31, Page 97, of Surveys, Humboldt County Records.

PARCEL H

An easement for use, maintenance, repair and replacement of an existing water line over a portion of Parcel Two as shown on the Record of Survey filed in Book 31 of Surveys, page 97, Humboldt County Records and a portion of Parcel 3 as shown on Parcel Map No. 1903 filed in Book 16 of Parcel Maps, page 132 and 133, Humboldt County Records, being an easement 10 feet in width lying 5 feet on each side of the following described centerline:

BEGINNING at the Southeast corner of said Parcel Two, being on the North line of 23rd Street and the beginning of a non-tangent curve concave to the East;
thence South 89 degrees 48 minutes West, along the South line of said Parcel Two and the North line of 23rd Street 36.45 feet to the true point of beginning;
thence North 1 degree 11 minutes West, 44.07 feet to the East line of said Parcel Two;
thence continuing North 1 degree 11 minutes West to the North line of said Parcel 3 of Parcel Map No. 1903.

EXCEPTING THEREFROM that portion thereof lying within Parcel A above.

PARCEL I

A non-exclusive easement for ingress and egress over a strip of land described as follows:

All that land within the incorporated limits of the City of Eureka, County of Humboldt, State of California, in the Southeast Quarter of the Northeast Quarter of Section 26, Township 5 North, Range 1 West, Humboldt Base and Meridian, described as follows:

EXHIBIT "A"
Legal Description

Commencing at the Section corner common to Sections 25, 26, 35, and 36, Township 5 North, Range 1 West, Humboldt Base and Meridian, and running thence North 01 degree 37 minutes 21 seconds East along the section line between Sections 25 and 26 a distance of 3,328.87 feet;

thence North 88 degrees 38 minutes 36 seconds West, a distance of 30.00 feet to the true point of beginning of the parcel to be herein described, said point is a lead and tack as shown in Book 31 of Surveys, page 97, and being also the most Northeasterly corner of Parcel One as shown on said survey;

thence South 01 degree 37 minutes 10 seconds West, a distance of 38.45 feet;

thence North 88 degrees 38 minutes 36 seconds West along the boundary of Parcels One and Three as shown on said survey, a distance of 301.05 feet;

thence North 01 degree 37 minutes 10 seconds East, a distance of 38.45 feet to a point on the North property line of Parcel One as shown on said survey;

thence South 88 degrees 38 minutes 36 seconds East along the Northerly property line of said Parcel One, a distance of 301.04 feet to the true point of beginning.

Distances are based on the California Coordinate System Zone 1 (N.A.D. 27). Rotate bearings 01 degree 23 minutes 53 seconds counter clockwise to obtain true bearings. The mapping angle (N.A.D. 27) at City Monument number 150 was used for this description. To compute ground distances, multiply called distances by 1.0001084.

PARCEL J

An easement for the use, maintenance, repair and replacement of a water line within a strip of land 10 feet in width, the centerline of which is described as follows:

BEGINNING on the West line of Harrison Avenue at a point located South 0 degrees 12 minutes East, 194.84 feet from the intersection of said West line of Harrison Avenue with the North line of Parcel 1 of Parcel Map No. 1903 filed in Book 16, Pages 132 and 133, of Parcel Maps, Humboldt County Records;

thence South 89 degrees 44 minutes West 193.20 feet;

thence South 40 degrees 33 minutes 30 seconds West, 174.08 feet;

thence South 11 degrees 01 minutes West, 80.69 feet to the Easterly line of Parcel 2 of said Parcel Map No. 1903.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015**

Order No.: FFHO-2011501035--DS

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website

and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for

any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Tigor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

Attachment 3

Draft of Proposed Easement Deed from County of Humboldt to City of Eureka

AFTER RECORDING RETURN TO:

DEPARTMENT OF PUBLIC WORKS
LAND USE DIVISION
3033 H STREET, ROOM 17
EUREKA CA 95501-4409

This instrument is for the benefit of the
County of Humboldt and is entitled to be
recorded without fee. (Govt. Code 27383)

RE: JUVENILE HALL CONSTRUCTION
COUNTY PROJECT NO. 170212
PORTION OF ASSESSOR PARCEL NO. 013-101-005 and 013-101-004
DTT = \$0 – Rev. & Tax. C.A. § 11922

EASEMENT DEED

For valuable consideration, County of Humboldt, a political subdivision of the State of California, hereby grants and conveys to City of Eureka, a political subdivision of the State of California, an easement for installation, maintenance, replacement, removal, inspection and use of an underground sewer line in, under, across and along the real property described in Exhibit "A" (legal description) and shown on Exhibit "B" (location maps).

Dated this _____ day of _____, 2016

THOMAS K. MATTSON
PUBLIC WORKS DIRECTOR

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____ a Notary
(Date)

Public, 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) (Seal)

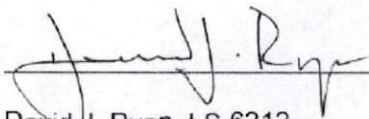
Exhibit "A"
Legal Description- a portion of SHG Resources LP parcel

All that real property situated in Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

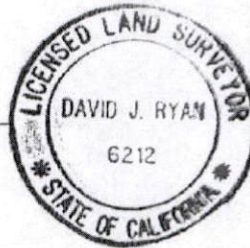
The northerly 20 feet of the lands described in the deed to SHG Resources, L.P., a Delaware limited partnership, that falls within Woolford Drive, as said lands are described in Instrument No. 2004-37443-10, Official Records of Humboldt County, Tract D (Sunset), Parcel A therein, said lands being further described therein as a portion of Parcel 2 of Parcel Map No. 1302, according to said Map as filed in the Recorder's Office of Humboldt County on May 18, 1978, in Book 11 of Parcel Maps, page 102.

This easement is appurtenant to the lands of the County of Humboldt described in Volume 1381, Page 577, Official Records of Humboldt County.

END OF DESCRIPTION



David J. Ryan, LS 6212
Dated 3/23/15



DR

Exhibit "A" (cont.)

Legal Description- a portion of St. Joseph Hospital of Eureka parcel

All that real property situated in Section 26, Township 5 North, Range 1 West, Humboldt Meridian, County of Humboldt, State of California, described as follows:

A parcel of land 20 feet wide, over the lands of St. Joseph Hospital of Eureka described in Instrument No. 2000-27048-4, Official Records of Humboldt County, said lands being further described therein as a portion of Parcel 2 of Parcel Map No. 1302, according to said map as filed in the Recorder's Office of Humboldt County on May 18, 1978, in Book 11 of Parcel Maps, page 102, described as follows:

BEGINNING at the southerly terminus of the course described in said Instrument and shown on said Parcel Map having a bearing and distance of South 00 degrees 23 minutes 07 seconds East 216.40 feet;

THENCE along the westerly boundary of said lands South 00°23'07" East 20 feet;

THENCE South 89°53'50" East 20 feet;

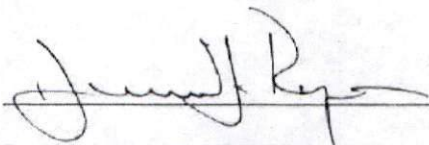
THENCE North 00°23'07" West 46.68 feet;

THENCE North 89°53'50" West 20 feet to the west line of said lands of St. Joseph Hospital;

THENCE along the westerly boundary of said lands South 00°23'07" East 26.68 feet to the POINT OF BEGINNING.

This easement is appurtenant to the lands of the County of Humboldt described in Volume 1381, Page 577, Official Records of Humboldt County.

END OF DESCRIPTION



David J. Ryan, LS 6212.
Dated 6/24/2015



Exhibit B
Location Map- Easement on SHG Resources LP parcel

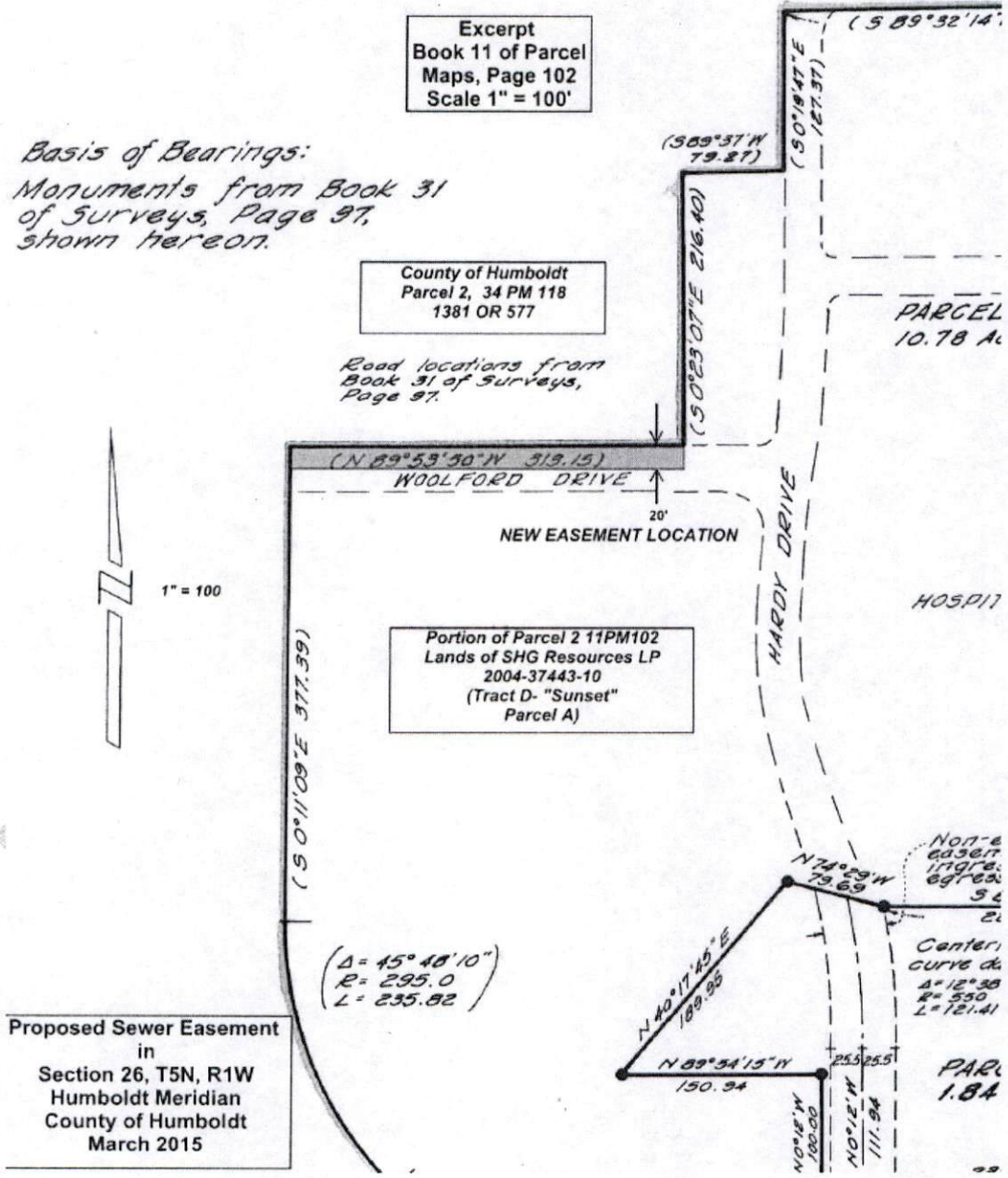


Exhibit B (cont.)
 Location Map- Easement on St. Joseph Hospital of Eureka parcel

