

COMPENSATION AGREEMENT  
(Future Development Properties)

This Compensation Agreement, dated for reference purposes as of July \_\_, 2018, (this "Agreement") is entered into by and among the Successor Agency to the City of Eureka Redevelopment Agency, the City of Eureka, the County of Humboldt, the Humboldt County Library, Humboldt Bay Municipal Water District, Humboldt Bay Harbor Recreation and Conservation District, Humboldt County Office of Education, Eureka City Unified School District and College of the Redwoods Community College District, on the basis of the following facts, understandings, and intentions of the Parties.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section I of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Dissolution Statutes and the decision in *Community Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former Agency.

C. Accordingly, ownership of the properties, acquired by the Former Agency to implement the Redevelopment Plan, transferred to the Successor Agency for disposition in accordance with the Dissolution Statutes.

D. The Successor Agency received a "finding of completion" under Health and Safety Code Section 34179.7, from the DOF on April 12, 2013, confirming that the Successor Agency had made specified required payments under the Dissolution Statutes, thereby entitling the Successor Agency to prepare and submit a long range property management plan to the Oversight Board and the DOF for approval.

E. The Successor Agency prepared and obtained Oversight Board approval of the Successor Agency's LRPMP on June 8, 2015, calling for the Former Agency's properties to be liquidated, transferred to the City for governmental use, or retained by the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan pursuant to a compensation agreement to be entered into among the City and the Taxing Entities pursuant to Health and Safety Code Section 34180(f).

F. The DOF approved the LRPMP by determination letter issued on December 16, 2015.

G. Under the Successor Agency's approved LRPMP, and as allowed under Health and Safety Code Section 34191.5(c)(2), the Successor Agency is authorized to transfer the Property to the City, and the City will retain the Property for future development for projects consistent with the approved Redevelopment Plan.

H. Under the approved LRPMP, the City is required to enter into a compensation agreement with the Taxing Entities.

I. The Parties are entering into this Agreement to comply with the terms of the revised LRPMP, as approved by the DOF.

NOW, THEREFORE, for and consideration of the foregoing recitals which are hereby incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement, as this Agreement may be amended from time to time.

(b) "Applicable Shares" has the meaning given in Section 6(a).

(c) "Auditor-Controller" means the Humboldt County Auditor-Controller.

(d) "City" means the City of Eureka, a California municipal corporation, and any entity referred to in Health and Safety Code Section 34167.10.

(e) "Close of Escrow" means the date a Property is transferred by a deed recorded in the official records of the County.

(f) "County" means the County of Humboldt, a political subdivision of the State of California.

(g) "DDA" means, a disposition and development agreement (or other form of conveyance document) between the City and a Developer for the development of one or more of the Properties for a project consistent with the Redevelopment Plan.

(h) "Developer" means, the developer to which the City disposes a Property pursuant to a DDA.

(i) "Disposition Proceeds" means, with respect to any Property, any Temporary Rental Income PLUS the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the

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disposition of the Property pursuant to a DDA or PSA made pursuant to Section 5(a) LESS any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or proceeds of bonds) that were used for the original acquisition or improvement of the Property, and LESS any outstanding amount of any enforceable obligation listed on the Successor Agency's ROPS related to the Property; and LESS the sum of the City's actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, a purchaser or another separate entity), each to be substantiated and documented in reasonable detail in the Disposition Proceeds Statement for the Property:

- (1) the City's actual costs, for normal maintenance, management, property taxes and insurance of the applicable Property from the date the Former Agency dissolved to the date the Property is disposed of by the City to the Developer pursuant to the DDA or PSA pursuant to Section 5(a); plus
  - (2) the City's actual costs of any capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Former Agency dissolved, to the date the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below plus
  - (3) the City's actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA or PSA for the applicable Property to prepare the Property for disposition, but only to the extent the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below; plus
  - (4) the City's actual costs, to pay City staff costs, third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and to the extent applicable any other costs related to Developer selection, purchaser solicitation, DDA or PSA preparation and approval, and closing costs for disposition of the Property but only to the extent the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below; plus
  - (5) any broker's commissions payable by the City pursuant to a DDA or PSA for the Property but only to the extent the Property is disposed of by the City to a Developer pursuant to a DDA or PSA in accordance with Section 5(a) below.
- (j) "Disposition Proceeds Statement" has the meaning set forth in Section 6(b), below.

(k) "Dissolution Statutes" means collectively ABx1 26 enacted in June 2011, AB 1484 enacted in June 2012, and SB 107, enacted September 2015, and any future amendments that may apply.

(l) "DOF" means the California Department of Finance.

(m) "Effective Date" has the meaning given in Section 2.

(n) "ERAF" means the Humboldt County Educational Revenue Augmentation Fund.

(o) "Escrow Agent" means Humboldt Land and Title Company, or such other title company selected by the City.

(p) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(q) "Former Agency" means the dissolved Eureka Redevelopment Agency.

(r) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as it exists from time to time. As of the date of this Agreement, the LRPMP consists of the Long-Range Property Management Plan, as approved by the DOF on December 16, 2015.

(s) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Dissolution Statutes.

(t) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(u) "Property" means any of the following parcels of real property located in the City of Eureka, County of Humboldt, California, all as further described in the attached Exhibit A, incorporated herein by this reference:

(1) The property located at 1535 Waterfront Drive, identified as Assessor's Parcels Nos. 002-241-013 and 002-241-007;

(2) The property located at NE Corner of 1<sup>st</sup> and C Streets, identified as Assessor's Parcels No. 001-054-047 and 001-054-013;

(3) The property located at the Northwest corner of 1<sup>st</sup> and D Streets, identified as Assessor's Parcel No. 001-054-045.

(4) The property located at the Northwest corner of 1<sup>st</sup> and C Streets identified as Assessor's Parcel No. 001-011-021;

(v) "PSA" means a Purchase and Sale Agreement between the City and a purchaser for the sale of one or more of the Properties.

(w) "Redevelopment Plan" means the Merged Redevelopment Plan for the Eureka Century III NDP Phase I Redevelopment Project, the Eureka Century III NDP Phase II Redevelopment Project, and the Eureka Tomorrow Redevelopment Project Area.

(x) "Successor Agency" means the Successor Agency of the dissolved Eureka Redevelopment Agency.

(y) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Dissolution Statutes: the City of Eureka, the County of Humboldt, the Humboldt County Library, Humboldt Bay Municipal Water District, Humboldt Bay Harbor Recreation and Conservation District, Humboldt County Office of Education, Eureka City Unified School District and College of the Redwoods Community College District. The term shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188. Notwithstanding anything to the contrary herein, ERAF is only considered a Taxing Entity for purposes of distributing funds and for no other purpose, and no additional approval or signature will be required on behalf of ERAF.

(z) "Temporary Rental Income" means any lease rental income, use fee income or other income, if any, that may be received by the City with respect to the Property minus the documented costs to the City of improvement, operation and maintenance of the Property for the temporary use prior to the transfer of the Property pursuant to the DDA.

Section 2. Effectiveness of Agreement.

(a) This Agreement shall become effective only upon satisfaction of the following conditions.

(1) Approval of this Agreement by the Taxing Entities' governing boards and direction for the Taxing Entities to execute this Agreement;

(2) Approval of this Agreement by the Successor Agency's governing board and direction for the Successor Agency to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f); and

(3) The signing of this Agreement by authorized representatives of all the Parties.

(b) Promptly following the effectiveness of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement

is effective and specifying the date the Agreement became effective (the "Effective Date").

Section 3. Signatories With Respect To Certain Funds.

(a) County Funds. Humboldt County (the "County") administers the following special districts and funds, and, in addition to entering into this Agreement for itself, is authorized to, and has entered into and executed this Agreement on behalf of the County Library

(b) ERAF. ERAF may be entitled to a distribution pursuant to Section 6 of a portion of the Disposition Proceeds from the disposition of each Property. Pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

Section 4. Conveyance of Property to City.

The Successor Agency conveyed the Property to the City pursuant to grant deeds dated September 5, 2017 and recorded in the Official Records of the County of Humboldt as Instrument No.'s 2017-021590, 2017-021591, 2017-021595, 2017-021594, 2017-021596, 2017-021592 on December 1, 2017.

Section 5. Disposition of Property by City.

(a) Within a time frame determined by the City to yield a financially feasible and marketable development and in accordance with the procedures and requirements set forth herein, the City shall use diligent good faith efforts to select a Developer for all or part of the Property, negotiate and obtain approval and execution of a DDA or PSA for all or part of Property, and dispose of all or part of the Property to a Developer in accordance with the applicable DDA or PSA in order to obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of the Property in accordance with the Redevelopment Plan and LRPMP. As required by Government Code Section 52201, the purchase price payable to the City for all or part of the Property under the applicable DDA or PSA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

(b) By not later than the date of first published notice of the City Council public hearing for a DDA or PSA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA or PSA.

(c) Upon the execution of a DDA or PSA for all or part of the Property, the City shall transmit a copy of the executed DDA or PSA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. At the Close of Escrow for the Property, the City shall remit any Temporary Rental Income (if any) and the Escrow Agent shall transmit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit C shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on January 1, 2017, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of the distribution pursuant to subsection (a), the City shall provide to the Escrow Agent, the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to such distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds. Neither the Escrow Agent nor the Auditor Controller shall have any liability for any distributions may pursuant to this Agreement.

Section 7. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the Auditor-Controller of all amounts payable to the Taxing Entities under this Agreement, if any.

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directives regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). Subject to the satisfaction of such condition, an Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 8(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain all proceeds from the sale of the Property.

Section 8. Miscellaneous Provisions.

- (a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by: (1) United States certified mail, return receipt requested, postage prepaid; or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit B. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 8(a).
- (b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.
- (c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.
- (d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Humboldt County, California or in the Federal District Court for the Northern District of California.
- (e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.
- (f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and only if approved and signed by all of the Parties.
- (g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.



(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venture, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Property Legal Description

Exhibit B: List of Addresses for Notice Purposes

Exhibit C: Illustrative Taxing Entities Applicable Shares of Property Taxes

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in the City Manager's discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the Successor Agency is required under this Agreement, the Successor Agency Executive Director or the Successor Agency Executive Director's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Successor Agency Executive Director determines in the Successor Agency Executive Director's discretion that such action or approval requires referral to the Successor Agency Board for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

SUCCESSOR AGENCY TO THE EUREKA  
REDEVELOPMENT AGENCY, a  
separate legal entity pursuant to Health & Safety  
Code §34173

By: \_\_\_\_\_  
Name: Greg L. Sparks  
Its: Successor Agency Executive Officer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert N. Black, Successor Agency Counsel

ATTEST:

\_\_\_\_\_  
Pamela J. Powell, Successor Agency Secretary

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

CITY OF EUREKA, a California Municipal Corporation

By: \_\_\_\_\_  
Name: Greg L. Sparks  
Its: City Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert N. Black, City Attorney

ATTEST:

\_\_\_\_\_  
Pamela J. Powell, City Clerk

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

COUNTY OF HUMBOLDT, a political subdivision  
of the State of California on behalf of the County of  
Humboldt, and the Humboldt County Library  
District

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

Name: Amy Nilsen

Its: County Administrative Officer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

COLLEGE OF THE REDWOODS COMMUNITY  
COLLEGE DISTRICT

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

Name: Julia Morrison

Its: Vice President, Administrative Services

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

EUREKA CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Dr. Fred Van Vleck  
Its: Ed.D. Superintendent

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT COUNTY OFFICE OF  
EDUCATION

By: \_\_\_\_\_  
Name: Dr. Chris Hartley  
Its: County Superintendent

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

Whereas this Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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

Name: John Friedenbach

Its: General Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel



Whereas this Agreement has been entered into by the undersigned as of the date first written above.

HUMBOLDT BAY HARBOR RECREATION  
AND CONSERVATION DISTRICT

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

Name: Larry Oetker

Its: Executive Director

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**  
(Source: Grant Deed Attachment No. 1)

for

Portion of Assessor's Parcel No. 002-241-013

Assessor's Parcel No. 002-241-007

Assessor's Parcel No. 001-054-047

Assessor's Parcel No. 001-054-013

Assessor's Parcel No. 001-054-045

and

Assessor's Parcel No. 001-011-021

**EXHIBIT B**

**LIST OF ADDRESSES FOR NOTICE PURPOSES**

Successor Agency to the Eureka Redevelopment Agency 531 K Street Eureka, CA 95501 Attn: Executive Director	City of Eureka 531 K Street Eureka, CA 95501 Attn: City Manager
County of Humboldt 825 Fifth Street Eureka, CA 95501 Attn: County Administrative Officer	Eureka City Unified School District 2100 J Street Eureka, CA 95501 Attn: Office of the Superintendent
College of the Redwoods Community College District 7351 Tompkins Hill Road Eureka, CA 95501 Attn: Vice President Administrative Service	Humboldt County Office of Education 901 Myrtle Ave Eureka, CA 95501 Attn: County Superintendent
Humboldt Bay Harbor Recreation and Conservation District 601 Startare Drive Eureka, CA 95501 Attn: Executive Director	Humboldt Bay Municipal Water District P.O. Box 95 Eureka, CA 95502 Attn: Executive Director

**EXHIBIT C**

**ILLUSTRATIVE TAXING ENTITIES  
APPLICABLE SHARES OF PROPERTY TAXES**

The attached is for illustrative purposes only, the Applicable Shares of the Taxing Entities will be determined by the County Auditor-Controller. Below are the Applicable Shares of the Taxing Entities that would have applied to a distribution under Section 6 of the Compensation Agreement, had such distribution been made on January 1, 2018.

<b><u>Taxing Entity/Fund</u></b>	<b><u>Property Tax Share</u></b>
<b>City of Eureka</b>	
Eureka General Fund	0.0908
ERAF Share of Eureka General Fund	0.0715
<b>Humboldt County</b>	
County General Tax District	0.1547
ERAF Share of County General Tax District	0.1507
County Library	0.0287
<b>College of the Redwoods Community College District</b>	0.0617
<b>Eureka City Unified School District</b>	
Eureka Elementary School	0.2154
Eureka High School	0.1926
<b>Humboldt County Office of Education</b>	0.0140
<b>Humboldt Bay Municipal Water District</b>	0.0111
<b>Humboldt Bay Harbor Recreation and Conservation District</b>	0.0088

**Attachment No. 1**  
**Property Description**  
**Portion of Assessor's Parcel No. 002-241-013**

All that real property situate in the City of Eureka, County of Humboldt, State of California, located in the Northwest One-Quarter of Section 23, Township 5 North, Range 1 West, Humboldt Base & Meridian, described as:

Parcel 4 as shown on Parcel Map No. 1672, recorded in Book 14 of Parcel Maps, Pages 111-114, Humboldt County Records.

**EXCEPTING THEREFROM**

Parcel 1 as shown on Parcel Map 2238, recorded in Book 19 of Parcel Maps, Page 135, Humboldt County Records.

**ALSO EXCEPTING THEREFROM**

A portion of that land as conveyed to the Eureka Redevelopment Agency on June 29, 1999 per Instrument No. 1999-18726-4, H.C.R., being a portion of Parcel 2 as shown on Parcel Map No. 2238, recorded in Book 19 of Parcel Maps, Page 135, H.C.R., being more particularly described as follows:

BEGINNING at the southwest corner of said Parcel 2;

Thence, North 10° 46' 00" West along the westerly line of said Parcel 2, a distance of 169.79 feet to the northerly line of said Parcel 2;

Thence, along said northerly line North 72° 08' 28" East, 145.30 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 66° 02' 39" East, 61.98 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 58° 15' 36" East, 173.26 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 65° 14' 52" East, 65.76 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 68° 31' 58" East, 99.96 feet to an angle point in said northerly line;

Thence, continuing along said northerly line North 55° 14' 55" East, 151.22 feet to an angle point in said northerly line;

**Attachment No. 1**  
**Property Description**  
**Portion of Assessor's Parcel No. 002-241-013**

Thence, continuing along said northerly line North  $56^{\circ} 27' 11''$  East, 28.90 feet to a rebar and aluminum cap stamped "LS4446";

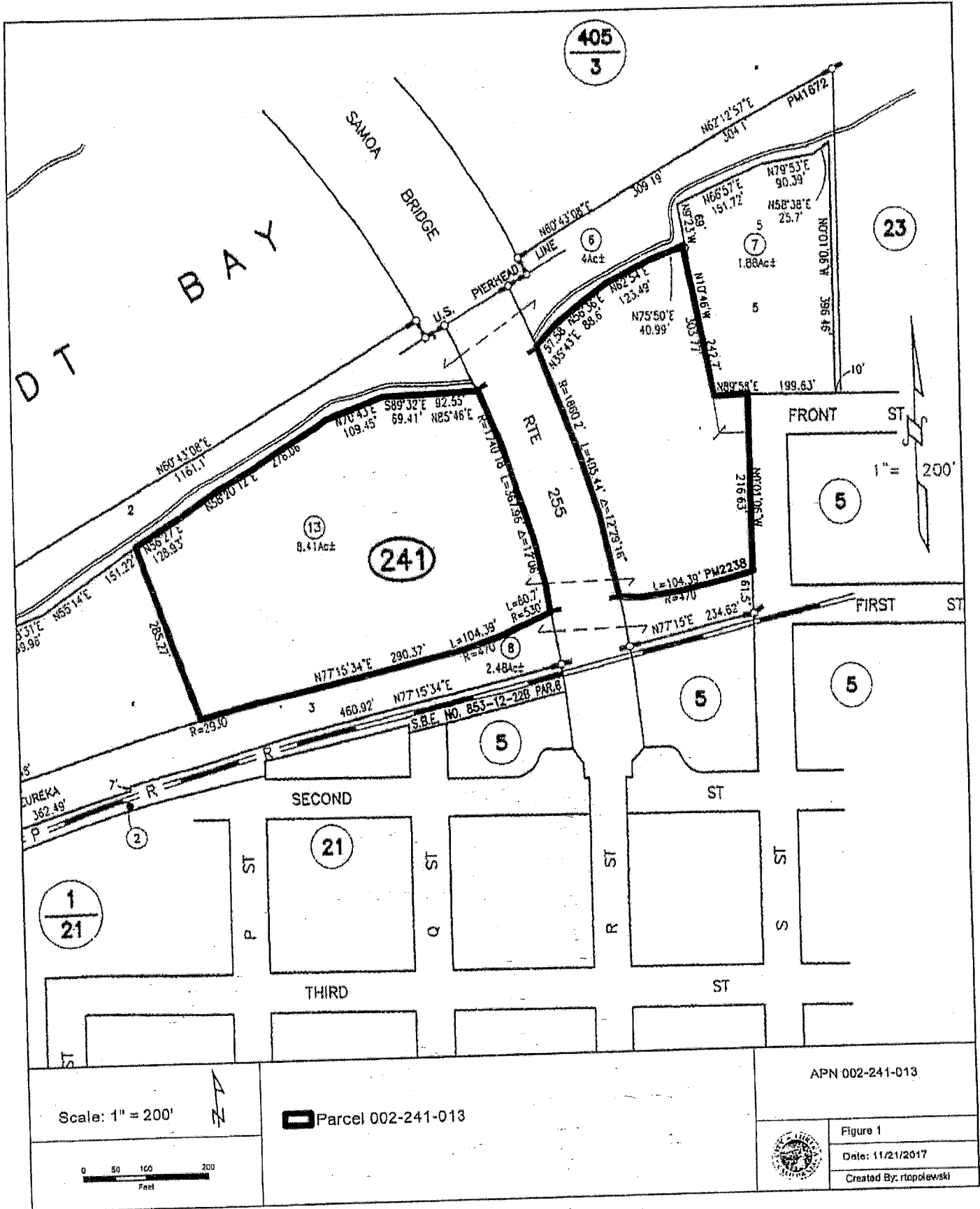
Thence, leaving said northerly line South  $16^{\circ} 14' 56''$  East, 285.27 feet to a rebar and aluminum cap stamped "LS4446" on the southerly line of said Parcel 2 and on a non-tangent curve concave to the south with a radial bearing of South  $16^{\circ} 14' 56''$  East;

Thence, Westerly along said southerly line along said curve with a radius of 2930.00 feet, through a central angle of  $1^{\circ} 48' 00''$ , a distance of 92.05 feet to a point of tangency;

Thence, South  $71^{\circ} 57' 04''$  West, 501.48 feet to the beginning on a tangent curve concave to the north;

Thence, Westerly along said curve with a radius of 2470.00 feet, through a central angle of  $3^{\circ} 03' 59''$ , a distance of 132.19 feet to the Point of Beginning.

The above described parcel contains 366,255 square feet (8.41± acres) of land, more or less.



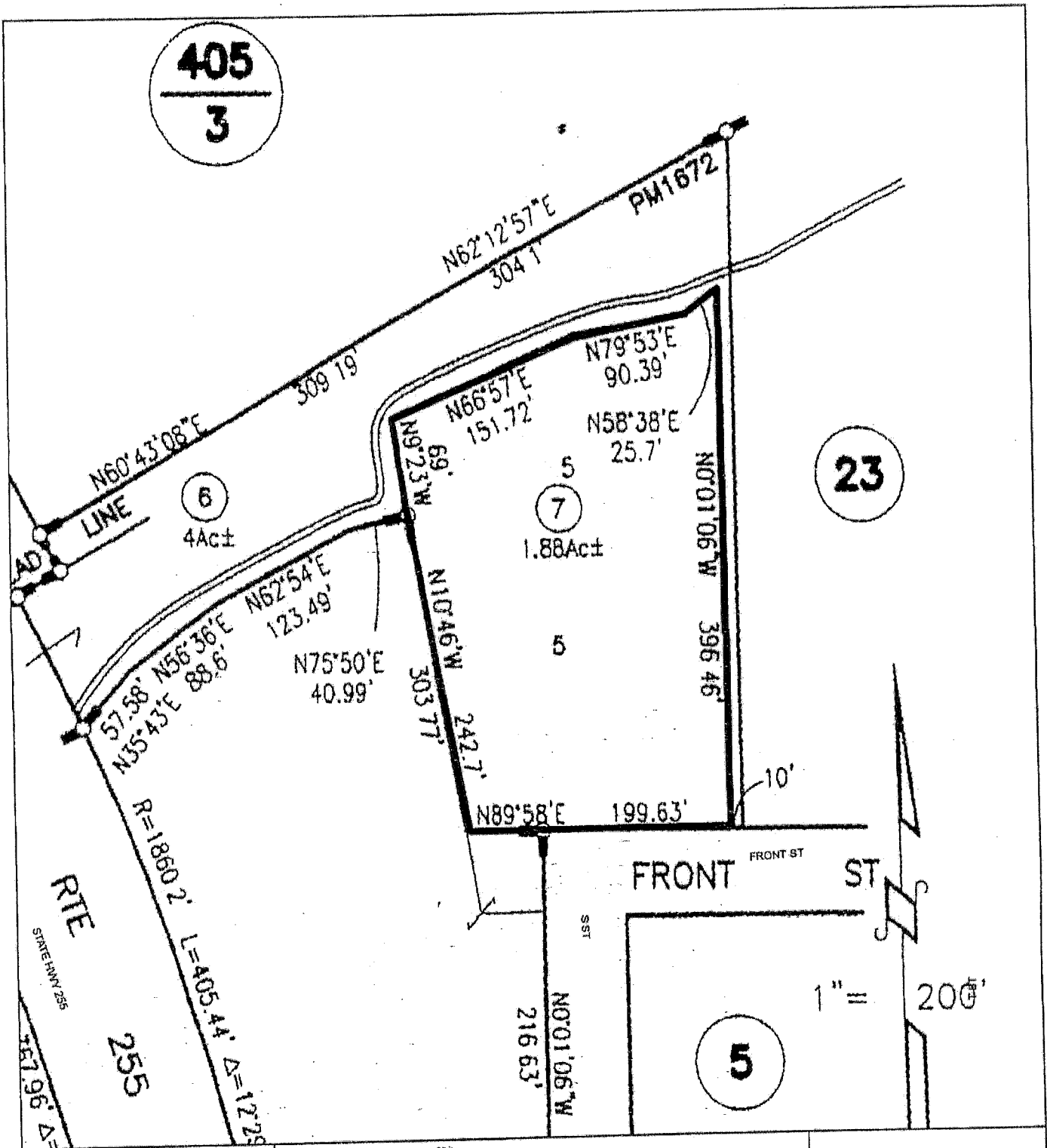
**Attachment No. 1**  
**Description**  
**Assessor's Parcel No. 002-241-007**

All that real property situate in the City of Eureka, County of Humboldt, State of California, located in the Northwest One-Quarter of Section 23, Township 5 North, Range 1 West, Humboldt Base and Meridian, described as follows:

Parcel 5 as shown on Parcel Map No. 1672, recorded in Book 14 of Parcel Maps, Pages 111-112, Humboldt County Records.

EXCEPTING THEREFROM as easement over the Northerly 10 feet of said Parcel 5 for public access and passive recreational use in favor of the People of California as set forth in Irrevocable Offer of Dedication Public Access Easement and Declaration of Restrictions recorded March 27, 1985 in Book 1762 of Official Records, Page 1420, under Recorder's Serial No. 5185, Humboldt County Records.





Scale: 1" = 100'	Parcel 002-241-007	APN 002-241-007
		<p>Figure 1 Date: 11/21/2017 Created By: rtopolewski</p>

**Attachment No. 1**  
**Property Description**  
**Accessor's Parcel No. 001-054-047**

All that real property situate in the City of Eureka, County of Humboldt, State of California, as described as follows:

Being all of Parcel B as shown in a Record of Survey recorded in Book 61, Pages 83 – 84, save and except that portion of Parcel B, described as follows:

BEGINNING at the Northwest corner of said Parcel B;

Thence North 81 degrees 28 minutes 50 seconds East, along the Northerly line of said Parcel B, a distance of 129.37 feet;

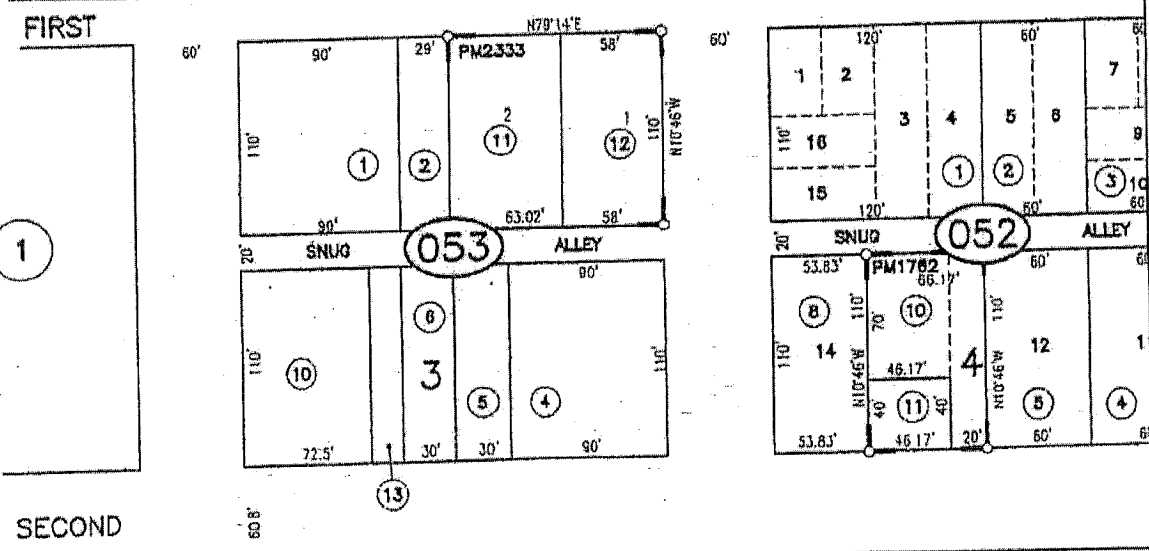
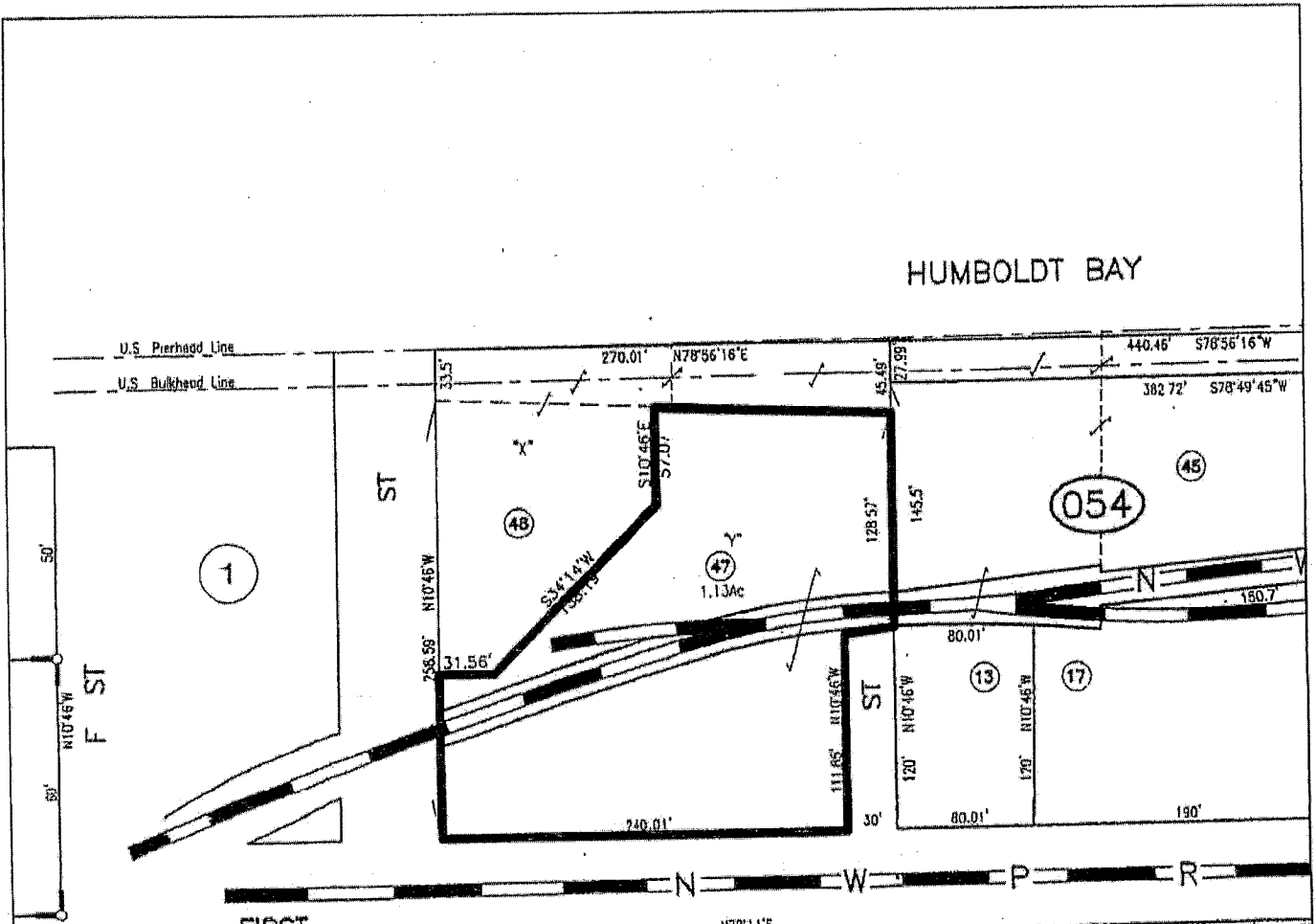
thence South 10 degrees 46 minutes 00 seconds East, a distance of 57.07 feet;

thence South 34 degrees 14 minutes 00 seconds West, a distance of 138.19 feet;

thence South 79 degrees 14 minutes 00 seconds West, a distance of 31.56 feet to a point on the Easterly right-of-way line of C Street;

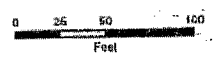
thence North 10 degrees 46 minutes 00 seconds West along the Easterly right-of-way line of said C Street, a distance of 159.86 feet to the point of beginning.

HUMBOLDT BAY



Pg.93  
 Pgs.46-51  
 Pgs.87-88  
 Pg.113  
 Pgs.83-84

Scale: 1" = 100'



Legend  
 Parcel 001-054-047

APN 001-054-047

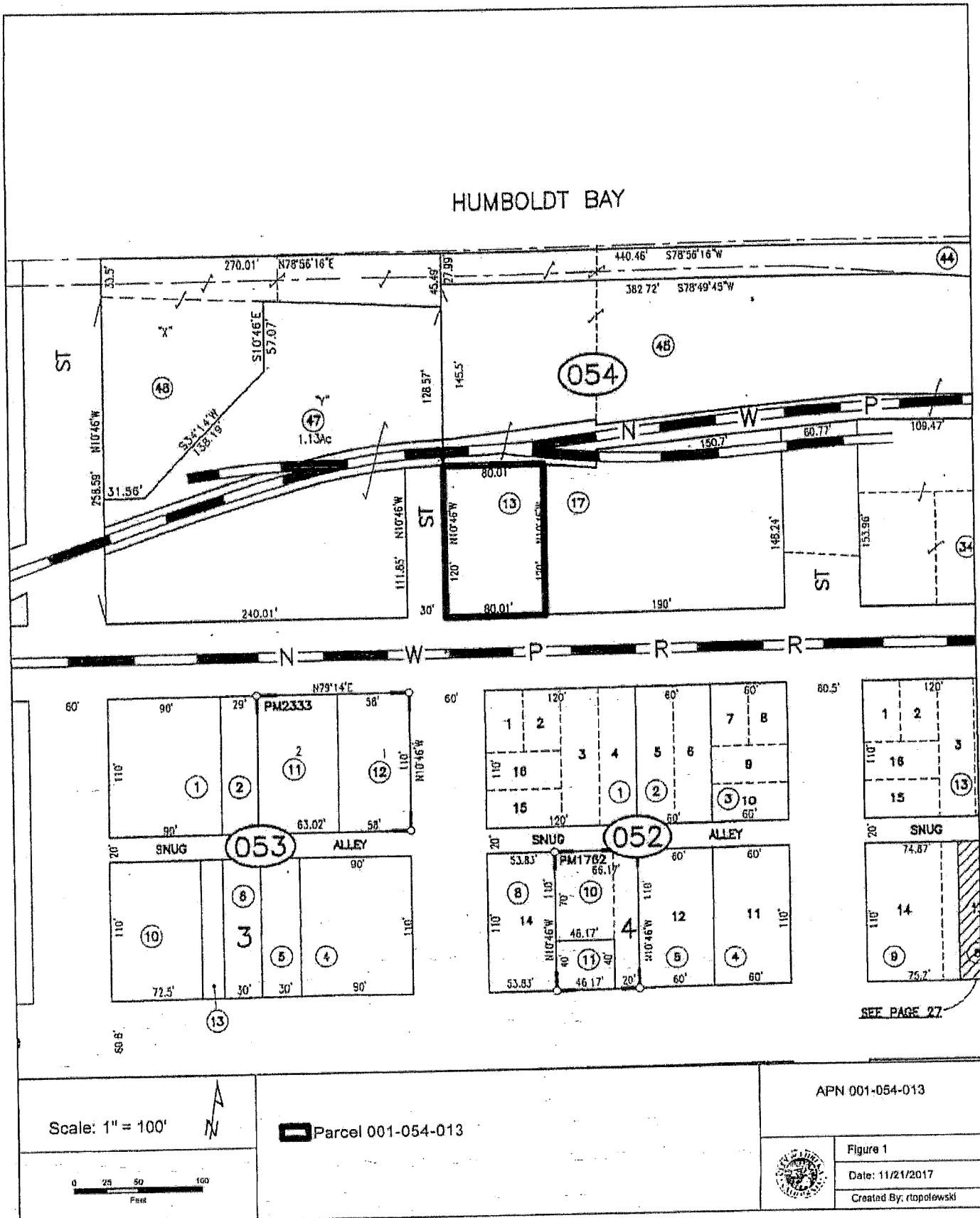


Figure 1  
 Date: 11/21/2017  
 Created By: rtopolewski

**Attachment No. 1**  
**Property Description**  
**Assessor's Parcel No. 001-054-013**

All that real property situate in the City of Eureka, County of Humboldt, State of California located in the Northwest One-Quarter of Section ss, Township 5 North, Range 12 West, Humboldt Base and Meridian, described as:

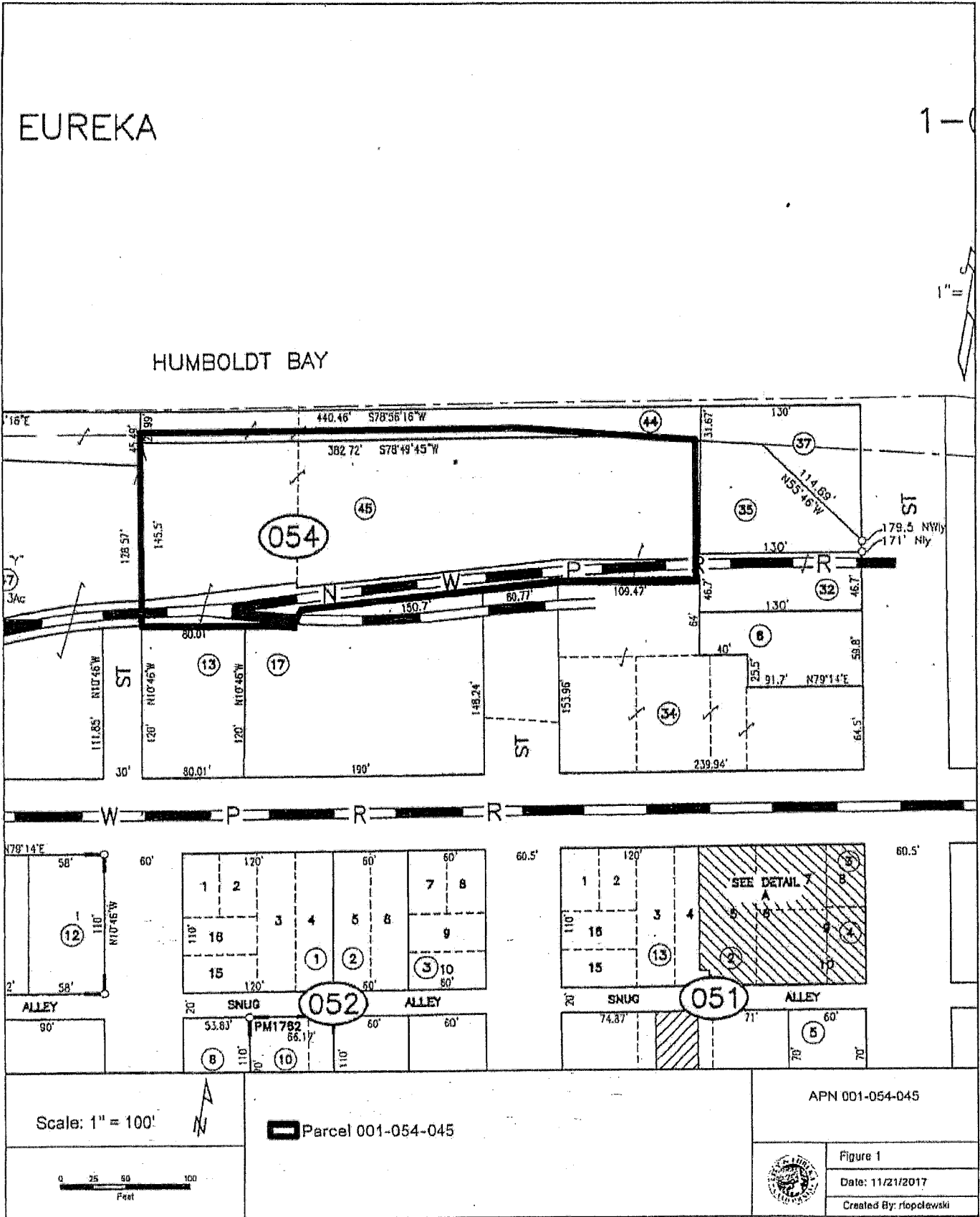
Being all of Parcel "E" as shown in a Record of Survey recorded as Book 61 of Surveys, Pages 83-84, Humboldt County Records.



**Attachment No. 1**  
**Property Description**  
**Assessor's Parcel No. 001-054-045**

All that real property situate in the City of Eureka, County of Humboldt, State of California located in the Northwest One-Quarter of Section 22, Township 5 North, Range 12 West, Humboldt Base and Meridian, described as:

Being all of Parcel "D" as shown in a Record of Survey recorded as Book 61 of Surveys, Pages 83-84, Humboldt County Records.



**Attachment No. 1**  
**Property Description**  
**Assessor's Parcel No. 001-011-021**

All that real property situated in the City of Eureka, County of Humboldt, State of California more particularly described as follows:

Being a portion of the lands conveyed to the Eureka Redevelopment Agency by Grant Deed recorded December 13, 1996 as Instrument Number 1996-28269-13, Official Records, at the office of the Humboldt County Recorder, and a portion of the lands conveyed to the Eureka Redevelopment Agency by Grant Deed recorded August 8, 1997 as Instrument Number 1997-19090-3, Official Records, at the office of the Humboldt County Recorder, and being more particularly described as follows:

BEGINNING at the Southeastern corner of the lands described in said Instrument Number 1997-19090-3;

THENCE from said Point of Beginning, along the Southerly boundary of the lands described in said Instrument Number 1997-19090-3, South 79° 14' 00" West, a distance of 113.50 feet, more or less, to a point that bears North 79° 14' 00" East, a distance of 66.50 feet from the Westerly corner of the lands described in said Instrument Number 1997-19090-3;

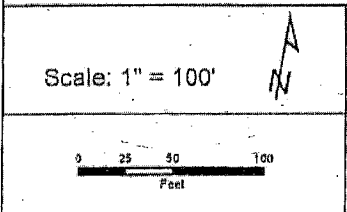
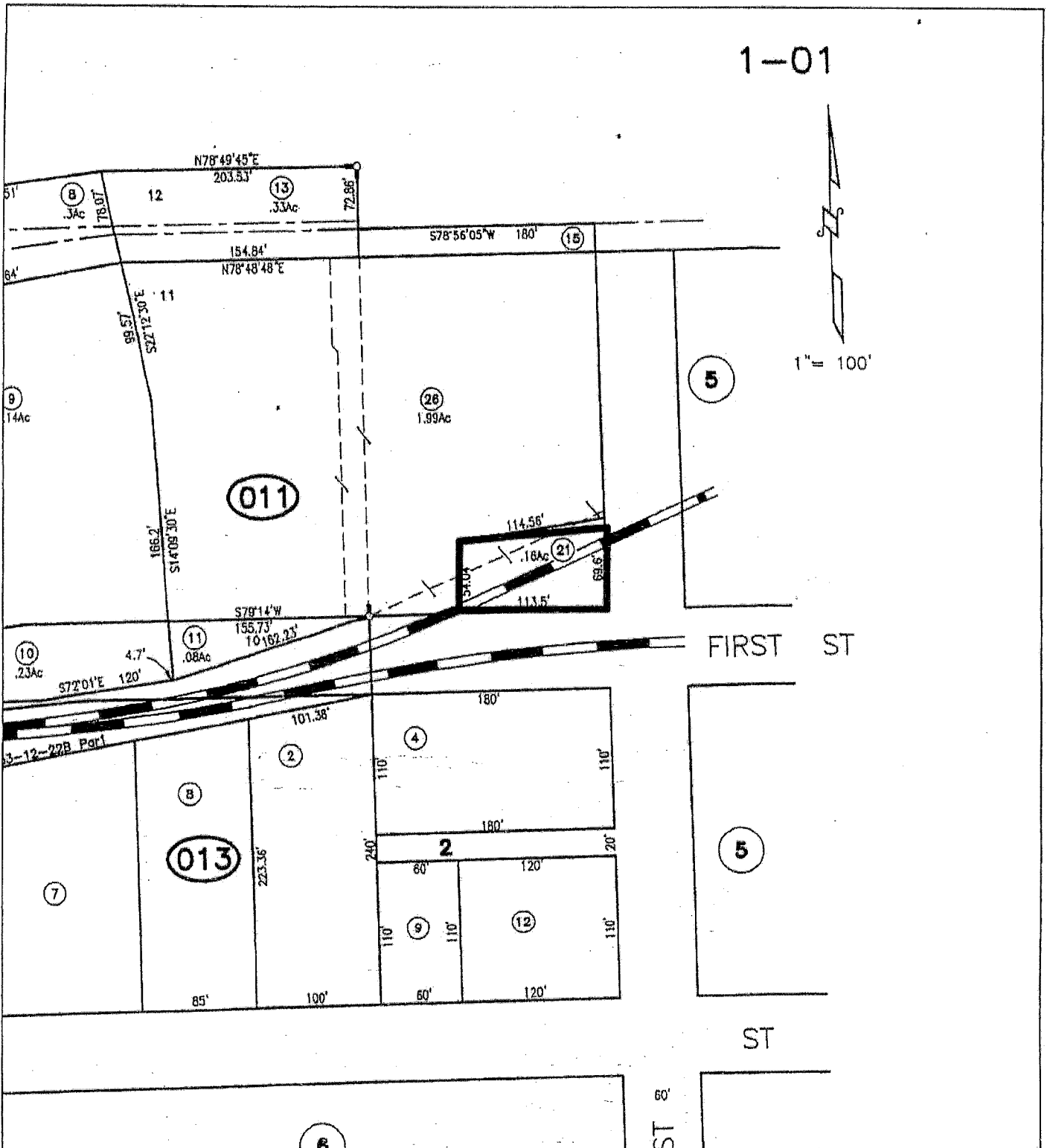
THENCE leaving said Southerly boundary, North 10° 46' 00" West, a distance of 54.04 feet;

THENCE North 71° 25' 26" East, a distance of 114.56 feet, more or less, to the Easterly boundary of the lands described in said Instrument Number 1997-19090-3;

THENCE along said Easterly boundary, South 10° 46' 00" East, a distance of 69.60 feet, more or less, to the POINT OF BEGINNING.

The above described parcel of land contains 7,017 square feet of land, more or less.





**Parcel 001-011-021**

APN 001-011-021	
	Figure 1
	Date: 11/22/2017
	Created By: rtopolewski