

RECORDING REQUESTED BY:

Town of Scotia Company, LLC
PO BOX 245
Scotia, CA 95565

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

Scotia Community Services District
PO BOX 104
Scotia, CA 95565

Government Agency Acquiring Title

Revenue and Taxation Code Section 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE OFFER OF DEDICATION
AND GRANT OF EASEMENT DEED**

This transfer is exempt from the documentary transfer tax.
“The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922.”

THIS IRREVOCABLE OFFER OF DEDICATION AND GRANT DEED OF EASEMENT (this “Deed”) is made effective as of February 19, 2026 (the “Effective Date”), by and between TOWN OF SCOTIA COMPANY, LLC, a Delaware limited liability company ("Grantor"), and the SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District formed pursuant to California Government Code §§ 61000, et seq. ("Grantee").

Recitals

A. WHEREAS, Grantor is the owner of that certain real property, appurtenant easements and personal property located in the Town of Scotia, County of Humboldt, State of California, and more particularly described in that certain Tentative Subdivision Map (“Subdivision Map”) prepared in accord with the California Subdivision Map Act (California Government Code §§ 66410 et seq. (the “Map Act”)) and approved by the Humboldt County Planning Commission on November 10, 2009.

B. WHEREAS, on or about October 13, 2010, the Humboldt County Local Agency Formation Commission (“LAFCo”) entered Resolution No. 10-09, making determinations and approving formation of the Scotia Community Services District.

C. WHEREAS, to satisfy conditions of approval imposed by LAFCo, on or about March 17, 2014, Grantor pledged that certain Covenant and Agreement to Dedicate Property and Convey Other Assets to Grantee, including certain infrastructure for water

and wastewater lines, pipes, distribution, and collection systems, streets and street lighting.

D. WHEREAS, the Grantee was formed pursuant to a Certificate of Completion recorded by LAFCo on March 17, 2014, for the purpose of providing water, wastewater service, stormwater drainage, fire protection, parks and recreation, streets and street lighting services to the Town of Scotia and its residents.

E. WHEREAS, on or about January 21, 2016, the Grantee adopted Resolution No. 2016-3, resolving to accept the dedicated property, without cost, pursuant to the terms and conditions of a transition agreement to be negotiated with Grantor.

F. WHEREAS, pursuant to a that certain TOWN OF SCOTIA AND SCOTIA COMMUNITY SERVICES DISTRICT ASSET TRANSFER AGREEMENT (“Asset Transfer Agreement”), made effective April 27, 2017, between Grantor and Grantee, Grantor agreed to irrevocably dedicate and Grantee agreed to accept (1) that certain real property (and appurtenant easements and improvements thereto) as more particularly described in Section 2 of the Asset Transfer Agreement; (2) that certain personal property as more particularly described in Section 3 of the Asset Transfer Agreement; (3) that certain linear infrastructure as more particularly described in Section 4 of the Asset Transfer Agreement; and (5) that certain Wastewater Treatment Plant and Water Treatment Plant as more particularly described in Section 4.4 of the Asset Transfer Agreement.

G. WHEREAS, pursuant to the Asset Transfer Agreement, Grantor is obligated to dedicate certain linear infrastructure and to grant to Grantee an easement over Grantor’s real property to locate, use, improve, maintain, operate, and repair said linear infrastructure, as more particularly described in Section 4 of the Asset Transfer Agreement.

H. WHEREAS, pursuant to the Asset Transfer Agreement, the dedication of the linear infrastructure and the grant of easement shall occur in phases, as more particularly described in Section 4.1 of the Asset Transfer Agreement.

I. WHEREAS, on or about April 27, 2017, Grantor and Grantee entered and recorded that certain agreement known as Irrevocable Offer of Dedication and Grant of Easement Deed which conveyed to Grantee all appropriate right, title and interest in the Infrastructure, including for use of access to same in Scotia Subdivision Phase 1 as provided in the Asset Transfer Agreement.

J. WHEREAS, on or about August 1, 2018, Grantor and Grantee entered and recorded that certain agreement known as Irrevocable Offer of Dedication and Grant of Easement Deed which conveyed to Grantee all appropriate right, title and interest in the Infrastructure, including for use of access to same in Scotia Subdivision Phase 2.

K. WHEREAS, on or about March 25, 2022, Grantor and Grantee entered and recorded that certain agreement known as Irrevocable Offer of Dedication and Grant of Easement Deed which conveyed to Grantee all appropriate right, title and interest in the Infrastructure, including for use of access to same in Scotia Subdivision Phase 3.

L. WHEREAS, by this Deed Grantor offers to dedicate to Grantee and Grantee accepts that certain linear infrastructure in Phase 4 of the Subdivision Map, as more particularly identified below, and Grantor grants to Grantee and Grantee accepts that certain Phase 4 easement more particularly identified below, each upon the terms and conditions set forth in this Deed.

Agreement

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and for the consideration recited in that certain Asset Transfer Agreement, executed by Grantor and Grantee on April 27, 2017, and other good and valuable consideration, receipt and sufficiency of which are both hereby acknowledged, Grantor and Grantee (individually, a "Party," and collectively, the "Parties") agree as follows:

1. Dedication of Linear Infrastructure in Phase 4 of the Subdivision.

Grantor hereby irrevocably offers to dedicate and Grantee hereby accepts all such Phase 4 linear infrastructure, including certain infrastructure for water and wastewater lines, pipes, distribution, and collection systems, streets and alleyways (not dedicated to the County of Humboldt), and street lighting (collectively the "Linear Infrastructure"), all within the area described as set forth in the Phase 4 legal description attached here to as Exhibit "A" ("Legal Description").

1.1. As-Is Condition. Grantee acknowledges and agrees that Grantee has fully inspected and approved the Linear Infrastructure in the Phase 4 Property of the Subdivision, and it is dedicated to, and accepted by Grantee, in an "as is" condition with all faults. Grantee has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Linear Infrastructure is or may be subject and accepts the Linear Infrastructure solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges that it is accepting the Linear Infrastructure on the basis of Grantee's own investigation of the physical, operational, and environmental conditions of the Linear Infrastructure, including subsurface conditions, and Grantee assumes the risk that adverse physical, operational, and environmental conditions may not have been revealed by its own investigation.

1.2. No Representations or Warranties. Except for those limited representations and warranties pledged by Grantor in Section 6.7 of the Asset

Transfer Agreement, Grantee further acknowledges that Grantor, its agents and employees and other persons acting on behalf of Grantor have made no representation or warranty of any kind in connection with any matter relating to the condition, functionality, operational capacity, value, fitness, or zoning of the Linear Infrastructure upon which Grantee has relied, or is relying upon, directly or indirectly for any purpose.

1.3. Release of Liability. Except for any claims, actions, causes of action, demands, rights, damages, costs or expenses arising out of Grantor's use of the reserve easement and license recited in Section 2.8 of this Deed, below, Grantee hereby waives, releases, remises, acquits and forever discharges Grantor, Grantor's employees, agents, or any other person acting on behalf of Grantor, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on the account of or in any way growing out of or connected with the Linear Infrastructure, including without limitation its physical condition, functionality or operational capacity of the Linear Infrastructure, or any law or regulation applicable thereto. It is the intention of this paragraph that any and all responsibilities and obligations of Grantor, and any and all rights or claims of Grantee, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Linear Infrastructure are by this release provision declared null and void and of no present or future effect as to such parties. Grantee agrees to waive the benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

1.4. Indemnity. Except for any claims, actions, causes of action, demands, rights, damages, costs or expenses arising out of Grantor's use of the reserve easement and license recited in Section 2.8 and the indemnity obligation pledged by Grantor pursuant to Section 2.8(a) of this Deed, below, Grantee acknowledges and agrees that Sections 4.1 and 10 of the Asset Transfer Agreement contains certain "as is", release, covenant not to sue or complain, and/or indemnity covenants and agreements pertaining to the condition of the Linear Infrastructure made by Grantee on behalf of Grantee, Grantee's successors, successors in title and assigns to Grantor, on behalf of Grantor, and its and their directors, officers, members, employees, agents, and other persons acting on behalf of Grantor.

1.5. Maintenance and Operation Costs. It is expressly understood and agreed that Grantor shall have no obligation to share in the cost and expense of maintaining and operating the Linear Infrastructure, or any portion thereof, and that any such costs and expense shall be Grantee's sole and exclusive responsibility.

2. Grant of Non-Exclusive Easement. Grantor hereby voluntarily and irrevocably grants to Grantee, and Grantee hereby accepts, for the purposes set forth herein, a non-exclusive easement over and across those specific portions of Grantor's real property specifically described in **Exhibit "B"** attached hereto and incorporated by reference ("Phase 4 of the Scotia Subdivision" or "Phase 4 Easement") and for those purposes operating, keeping and maintaining the Linear Infrastructure as further described in paragraphs 2.1 and 2.3, below (the "Easement").

2.1. Easement Purposes. "Easement Purposes" collectively means use of the Phase 4 Easement as is necessary, desirable or advisable for the following purposes: locating, routing, installation, use, maintenance, service, repair, and operation of the Linear Infrastructure and all rights corresponding or incidental thereto.

2.2. Character of Easement. The Easement is nonexclusive and appurtenant to Grantee's real property (should any be appurtenant) and includes the absolute right of Grantee to use the Phase 4 Easement for the Easement Purposes, which use must not be disturbed, interrupted or impeded in any manner while this Agreement is in effect.

2.3. Rights Reserved by Grantor. All rights and interests not specifically conveyed herein shall remain with Grantor, including, without limitation, the reserve easement and license recited in Section 2.8 of this Deed, below, and the right to sell, lease, encumber and mortgage the Grantor's real property, or any portion of it including, without limitation, those areas encumbered by this Deed; except that any such conveyance shall be subject to the terms and conditions of this Deed and continuation of the Easement granted hereunder.

2.4. Subsequent Transfers.

- (a) Grantor agrees to incorporate the terms of this Deed in any deed or other legal instrument by which it divests itself of any interest in all or a portion of Grantor's property adjacent to the Easement Area, including, without limitation, a security or leasehold interest, and to provide Grantee with written notice of the transfer of any interest in all or a portion of Grantor's property adjacent to the Easement (including copies of any recorded transfer

documents) no later than twenty (20) days after the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Deed or limit its enforceability in any way.

- (b) Grantor shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that pre-exists or is subordinate to this Deed), if the proposed grant could reasonably be expected to be inconsistent with the Easement Purpose.

2.5. Amendment. If circumstances arise under which an amendment to or modification of this Deed would be appropriate, Grantor and Grantee are free to jointly amend this Deed in writing signed by the Parties. All amendments shall be recorded in the Official Records of Humboldt County, California (the "Records") and any other jurisdiction in which such recording is required.

2.6. Notices. Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid, to Grantor or to Grantee at the address shown set forth in Section 26 of the Asset Transfer Agreement.

2.7. Indemnification. Except for the limited exceptions to Grantee's obligation to release, indemnify and defend Grantor created by Sections 10.1 and 10.2 of the Asset Transfer Agreement and as stated in Section 2.8(a) of this Deed, below, Grantee agrees to reimburse, release and hold harmless, indemnify, save, protect, and defend Grantor from, for and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

- (a) Physical damage to the Easement Area or Grantor's property adjacent to the Easement Area or other lands of Grantor resulting from any act, omission, use, condition, or other matter related to or occurring on or about the Easement Area, including (without limitation) all acts, omissions, conditions, uses or other matters related to the Easement Area arising out of any act or omission of Grantee, Grantee's agent or employee, or any other person acting on Grantee's behalf, except to the extent directly caused by the negligent acts or omissions of Grantor;
- (b) Injury or damage to any person or property resulting from any act, omission, use, condition, or other matter related to or occurring on or about the Easement Area or Grantor's property adjacent to the Easement Area or other lands of Grantor, including (without limitation) all injuries or

damage to any person or property arising out of all acts, omissions, conditions, uses or other matters related to Grantee's, Grantee's agent or employee, or any other person acting on Grantee's behalf use of the Easement Area or Grantor's property adjacent to the Easement Area or other lands of Grantor, except to the extent directly caused by the negligent acts or omissions of Grantor;

- (c) Violations or other failure by Grantee, Grantee's agent or employee, or any other person acting on Grantee's behalf, to comply with the requirements of any applicable laws or regulations; and
- (d) The unlawful presence or illegal release in, on, from, or about the Easement Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any applicable laws as hazardous, toxic or dangerous to the air, water, or soil, or in any way harmful or threatening to human health or the environment, to the extent caused by Grantee, Grantee's agent or employee, or any other person acting on Grantee's behalf.

2.8 License for Use of and Access to Linear Infrastructure by Grantor. Grantor and Grantee acknowledge that, subsequent to the execution and delivery of this Deed, Grantor shall keep and retain the Linear Infrastructure located in Phase 5 of the Subdivision, and Grantor will continue to use the Linear Infrastructure and Easement Area in Phases 1,2,3, and 4 to, among other uses, deliver water to Phase 5 and discharge wastewater from Phase 5 of the Subdivision. Grantor expressly reserves an easement and license to continue accessing and using the Linear Infrastructure in Phases 1,2,3, and 4 of the Subdivision to deliver water and discharge wastewater, including other incidental uses, in order to serve to Phase 5 of the Linear Infrastructure without termination until the Linear Infrastructure in all 5 Phases of the Subdivision is conveyed to Grantee. Grantor's rights to access and use the Linear Infrastructure in Phases 1,2,3, and 4 of the Subdivision include, without limitation, incidental rights to improve and install connection devices in the Linear Infrastructure to facilitate connection to Linear Infrastructure in Phase 5 of the Subdivision. Grantor's reserve easement and license to use the Linear Infrastructure is subject to the following protection for Grantee:

- (a) Grantor agrees to reimburse, release and hold harmless, indemnify, save, protect, and defend Grantee from, for and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, injuries to persons or property, demands, or judgments, including, without

limitation, reasonable attorneys' fees, to the extent arising out of Grantor's use of the reserve easement and license to the Linear Infrastructure in Phases 1,2,3, and 4 and the Easement Area from and after the recording date of this Deed.

- (b) TOS shall provide copies of certificates of commercial liability insurance, and the District shall be named an additional insured, for all contractors, agents and TOS' employees working on the improved Linear Infrastructure already conveyed to the District with policy limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence.

3. General Provisions.

3.1. Controlling Law: Jurisdiction and Venue; Jury Waiver. The interpretation and performance of this Deed shall be governed by the laws of the State of California. Any action brought with respect to this Deed shall be brought in the Superior Court of the State of California for the County of Humboldt and the Parties hereto consent to the jurisdiction and venue of such Court. Each of the Parties hereto waives any right to a jury trial in any action relating to this Deed.

3.2. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

3.3. Exhibits. All exhibits attached to this Deed are incorporated into this Deed by this reference.

3.4. Entire Agreement. This Deed and its Exhibits set forth the entire agreement of the Parties with respect to the Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment as provided for in this Deed.

3.5. Successors. It is the express intent of Grantor and Grantee that the provisions of this Deed shall run with and burden title to Grantor's Property in perpetuity, and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.

3.6. "Grantor" – "Grantee." The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall be held to mean and to include, respectively, the above-named Grantor, and the successors

and assigns of said Grantor, and each of them, and the above-named Grantee, and its successors and permitted assigns.

3.7. Termination of Rights and Obligations. A Party's rights and obligations under this Deed terminate upon transfer of the Party's entire interest in the easements granted under this Deed or in Grantor's Property (as applicable), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

3.8. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

3.9. Counterparts. The Parties may execute this instrument in two (2) or more counterparts, which shall in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS HEREOF, the Parties hereto have executed this Deed as of the Effective Date.

Grantor:

TOWN OF SCOTIA COMPANY, LLC, a
Delaware limited liability company

By:  _____

Name: Steven T. Deike
Its: President

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 HUMBOLDT

On February 2, 2026, before me, K.A. Spiers, Notary Public, personally appeared **Steven T. Deike**, 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



(Seal)

Grantee:

SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District

By: Paul Newmaker

Name: PAUL NEWMAKER

Its: President

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 HUMBOLDT

On Feb. 19, 2026, before me, KA Spiers, Notary Public, personally appeared Paul Newmaker, 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.

KA Spiers
Signature



(Seal)

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 205-421-013-000

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

PARCEL ONE:

ALL THAT REAL PROPERTY IN SECTIONS 5, 7, 8, AND 18, TOWNSHIP 1 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN, IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 50 DEGREES 09 MINUTES 23 SECONDS WEST, 728.82 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 63 SURVEYS, PAGE 71, HUMBOLDT COUNTY RECORDS;

THENCE SOUTH 10 DEGREES 44 MINUTES 49 SECONDS EAST, 113.87 FEET;
THENCE SOUTH 03 DEGREES 30 MINUTES 00 SECONDS EAST, 175.70 FEET;
THENCE NORTH 85 DEGREES 26 MINUTES 04 SECONDS EAST, 81.58 FEET;
THENCE NORTH 16 DEGREES 53 MINUTES 22 SECONDS EAST, 24.71 FEET;
THENCE SOUTH 78 DEGREES 45 MINUTES 20 SECONDS EAST, 15.93 FEET;
THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, 77.94 FEET;
THENCE NORTH 85 DEGREES 34 MINUTES 45 SECONDS EAST, 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1300.12 FEET, TO WHICH POINT A RADIAL LINE BEARS SOUTH 85 DEGREES 34 MINUTES 45 SECONDS WEST SAID POINT BEING ON THE EXISTING CENTERLINE OF MAIN STREET;
THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE CENTERLINE OF MAIN STREET, THROUGH AN ANGLE OF 0 DEGREES 32 MINUTES 33 SECONDS, 12.31 FEET;
THENCE LEAVING MAIN STREET, NORTH 89 DEGREES 14 MINUTES 42 SECONDS WEST, 104.01 FEET;
THENCE SOUTH 00 DEGREES 43 MINUTES 20 SECONDS WEST, 184.02 FEET;
THENCE SOUTH 12 DEGREES 35 MINUTES 43 SECONDS EAST, 81.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 500.05 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 7 DEGREES 43 MINUTES 54 SECONDS, 67.48 FEET;
THENCE SOUTH 04 DEGREES 51 MINUTES 49 SECONDS EAST, 241.02 FEET; THENCE SOUTH 09 DEGREES 32 MINUTES 12 SECONDS EAST, 110.01 FEET;
THENCE SOUTH 11 DEGREES 14 MINUTES 37 SECONDS EAST, 74.01 FEET;
THENCE NORTH 87 DEGREES 58 MINUTES 35 SECONDS EAST, 84.01 FEET TO THE CENTERLINE OF MAIN STREET;
THENCE ALONG THE CENTERLINE OF MAIN STREET, SOUTH 05 DEGREES 58 MINUTES 03 SECONDS EAST, 93.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 950.09 FEET;
THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE CENTERLINE OF MAIN STREET, THROUGH AN ANGLE OF 31 DEGREES 53 MINUTES 04 SECONDS, 528.72 FEET;
THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET, SOUTH 37 DEGREES 51 MINUTES 08 SECONDS EAST, 496.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 675.06 FEET;
THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE CENTERLINE OF MAIN STREET, THROUGH AN ANGLE OF 6 DEGREES 56 MINUTES 41 SECONDS, 81.82 FEET;
THENCE LEAVING SAID CENTERLINE OF MAIN STREET, NORTH 59 DEGREES 05 MINUTES 33 SECONDS EAST, 58.26 FEET, MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED FEBRUARY 21, 1980 IN BOOK 1604 OFFICIAL RECORDS, PAGE 513 (PARCEL FIVE THEREIN);

EXHIBIT "A"
 Legal Description
 (continued)

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES:

NORTH 13 DEGREES 15 MINUTES 19 SECONDS EAST, 198.95 FEET (RECORD NORTH 14 DEGREES 34 MINUTES 34 SECONDS EAST, 198.93 FEET);

NORTH 06 DEGREES 40 MINUTES 22 SECONDS WEST, 472.01 FEET (RECORD NORTH 05 DEGREES 21 MINUTES 07 SECONDS WEST, 471.97 FEET);

NORTH 00 DEGREES 58 MINUTES 59 SECONDS WEST, 443.30 FEET (RECORD NORTH 00 DEGREES 20 MINUTES 16 SECONDS EAST, 443.26 FEET) TO A POINT ON THE EAST LINE OF PARCEL SIX THEREIN OF SAID BOOK 1604 OFFICIAL RECORDS, PAGE 513;

THENCE ALONG SAID EAST LINE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST, 144.39 FEET (RECORD NORTH 15 DEGREES 27 MINUTES 10 SECONDS EAST, 144.38 FEET) TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED SEPTEMBER 18, 1972 IN BOOK 1157 OFFICIAL RECORDS, PAGE 30 SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2077.19 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 76 DEGREES 58 MINUTES 55 SECONDS WEST; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 4 DEGREES 16 MINUTES 44 SECONDS, 155.12 FEET;

THENCE CONTINUING ALONG SAID EAST LINE AND ALONG THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 5, 1972 IN BOOK 1140 OFFICIAL RECORDS, PAGE 228 (PARCEL 4 THEREIN), NORTH 17 DEGREES 17 MINUTES 49 SECONDS EAST, 471.51 FEET (RECORD NORTH 18 DEGREES 37 MINUTES 04 SECONDS EAST, 471.47 FEET) TO THE EAST LINE OF SAID BOOK 1604 OFFICIAL RECORDS, PAGE 513 (PARCEL SEVEN THEREIN); THENCE ALONG SAID EAST LINE OF SAID BOOK 1604 OFFICIAL RECORDS, PAGE 513 (PARCELS SEVEN, EIGHT, NINE AND TEN THEREIN) THE FOLLOWING COURSES:

NORTH 33 DEGREES 06 MINUTES 47 SECONDS EAST, 27.15 FEET (RECORD NORTH 34 DEGREES 26 MINUTES 02 SECONDS WEST, 27.15 FEET);

NORTH 23 DEGREES 05 MINUTES 24 SECONDS EAST, 121.21 FEET (RECORD NORTH 24 DEGREES 24 MINUTES 39 SECONDS EAST, 121.20 FEET);

NORTH 00 DEGREES 17 MINUTES 51 SECONDS EAST, 194.11 FEET (RECORD NORTH 01 DEGREES 37 MINUTES 06 SECONDS EAST, 194.09 FEET);

NORTH 13 DEGREES 15 MINUTES 36 SECONDS EAST, 217.65 FEET (RECORD NORTH 14 DEGREES 34 MINUTES 51 SECONDS EAST, 217.63 FEET);

NORTH 10 DEGREES 52 MINUTES 03 SECONDS WEST, 131.16 FEET (RECORD NORTH 09 DEGREES 32 MINUTES 48 SECONDS WEST, 131.15 FEET);

NORTH 07 DEGREES 13 MINUTES 34 SECONDS WEST, 326.15 FEET (RECORD NORTH 05 DEGREES 54 MINUTES 19 SECONDS WEST, 326.12 FEET);

NORTH 07 DEGREES 36 MINUTES 32 SECONDS WEST, 108.41 FEET (RECORD NORTH 06 DEGREES 14 MINUTES 07 SECONDS WEST, 108.48 FEET);

NORTH 02 DEGREES 26 MINUTES 09 SECONDS WEST, 119.13 FEET (RECORD NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, 119.12 FEET);

NORTH 01 DEGREES 48 MINUTES 54 SECONDS WEST, 141.88 FEET (RECORD NORTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, 141.87 FEET);

NORTH 00 DEGREES 53 MINUTES 05 SECONDS EAST, 51.72 FEET (RECORD NORTH 02 DEGREES 11 MINUTES 42 SECONDS EAST, 51.67 FEET) TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 5, 1951 IN BOOK 175 OFFICIAL RECORDS, PAGE 322 (PARCEL 1 THEREIN);

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:

SOUTH 60 DEGREES 47 MINUTES 30 SECONDS WEST, 68.67 FEET (RECORD SOUTH 62 DEGREES 06 MINUTES 07 SECONDS WEST, 68.67 FEET);

EXHIBIT "A"
Legal Description
(continued)

SOUTH 03 DEGREES 08 MINUTES 46 SECONDS WEST, 18.03 FEET (RECORD SOUTH 04 DEGREES 27 MINUTES 23 SECONDS WEST, 18.03 FEET);
 SOUTH 59 DEGREES 26 MINUTES 53 SECONDS WEST, 20.00 FEET (RECORD SOUTH 60 DEGREES 45 MINUTES 30 SECONDS WEST, 20.00 FEET);
 NORTH 48 DEGREES 58 MINUTES 28 SECONDS WEST, 15.81 FEET (RECORD NORTH 47 DEGREES 39 MINUTES 51 SECONDS WEST, 15.81 FEET);
 SOUTH 59 DEGREES 26 MINUTES 53 SECONDS WEST, 33.00 FEET (RECORD SOUTH 60 DEGREES 45 MINUTES 30 SECONDS WEST, 33.00 FEET);
 NORTH 30 DEGREES 33 MINUTES 07 SECONDS WEST, 64.00 FEET (RECORD NORTH 29 DEGREES 14 MINUTES 30 SECONDS WEST, 63.99 FEET);
 NORTH 44 DEGREES 24 MINUTES 30 SECONDS EAST, 138.78 FEET (RECORD NORTH 45 DEGREES 43 MINUTES 07 SECONDS EAST, 138.77 FEET);
 NORTH 35 DEGREES 04 MINUTES 40 SECONDS EAST, 106.98 FEET (RECORD NORTH 36 DEGREES 23 MINUTES 17 SECONDS EAST, 106.97 FEET) TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 296.57 FEET;
 NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 32 DEGREES 37 MINUTES 47 SECONDS, 168.90 FEET;
 NORTH 02 DEGREES 26 MINUTES 53 SECONDS EAST, 235.92 FEET (RECORD NORTH 03 DEGREES 45 MINUTES 30 SECONDS EAST, 235.90 FEET);
 NORTH 00 DEGREES 44 MINUTES 10 SECONDS EAST, 200.26 FEET (RECORD NORTH 02 DEGREES 02 MINUTES 47 SECONDS EAST, 200.24 FEET) TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 5, 1972 IN BOOK 1140 OFFICIAL RECORDS, PAGE 228 (PARCEL 6 THEREIN);
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 NORTH 08 DEGREES 37 MINUTES 08 SECONDS EAST, 370.71 FEET (RECORD NORTH 09 DEGREES 55 MINUTES 45 SECONDS EAST, 370.68 FEET);
 NORTH 03 DEGREES 31 MINUTES 36 SECONDS EAST, 60.00 FEET (RECORD NORTH 04 DEGREES 50 MINUTES 13 SECONDS EAST, 60.00 FEET);
 NORTH 13 DEGREES 47 MINUTES 48 SECONDS EAST, 179.13 FEET (RECORD NORTH 15 DEGREES 06 MINUTES 25 SECONDS EAST, 179.11 FEET) TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 13, 1940 IN BOOK 248 DEEDS, PAGE 86;
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 NORTH 21 DEGREES 32 MINUTES 22 SECONDS WEST, 140.34 FEET (RECORD NORTH 21 DEGREES 32 MINUTES 15 SECONDS WEST, 140.34 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 900.00 FEET, TO WHICH A POINT A RADIAL LINE BEARS NORTH 76 DEGREES 28 MINUTES 25 SECONDS EAST;
 NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 7 DEGREES 49 MINUTES 17 SECONDS, 122.86 FEET;
 NORTH 47 DEGREES 10 MINUTES 53 SECONDS EAST, 53.51 FEET (RECORD NORTH 47 DEGREES 11 MINUTES EAST, 53.51 FEET) TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 950.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 67 DEGREES 28 MINUTES 15 SECONDS EAST;
 NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 3 DEGREES 42 MINUTES 22 SECONDS, 61.45 FEET TO A POINT THAT BEARS NORTH 15 DEGREES 07 MINUTES 29 SECONDS EAST, 2563.68 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7;
 NORTH 26 DEGREES 14 MINUTES 07 SECONDS WEST (RECORD NORTH 26 DEGREES 14 MINUTES WEST), 600 FEET, MORE OR LESS TO THE LOW-WATER MARK OF THE EEL RIVER;

EXHIBIT "A"
 Legal Description
 (continued)

THENCE SOUTHERLY ALONG SAID LOW-WATER MARK, 7600 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 70 DEGREES 00 MINUTES 00 SECONDS WEST FROM A POINT THAT BEARS SOUTH 23 DEGREES 39 MINUTES 05 SECONDS WEST, 3724.92 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7;

THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS EAST, 400.00 FEET, MORE OR LESS, TO SAID POINT;

THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 500.00 FEET; THENCE NORTH 64 DEGREES 59 MINUTES 09 SECONDS EAST, 99.91 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 32 SECONDS EAST, 263.84 FEET;

THENCE NORTH 67 DEGREES 02 MINUTES 52 SECONDS EAST, 113.00 FEET;

THENCE NORTH 53 DEGREES 00 MINUTES 00 SECONDS EAST, 155.83 FEET, MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY BY DEED RECORDED JANUARY 22, 1920 IN BOOK 140 DEEDS, PAGE 224;

THENCE NORTHERLY ALONG SAID EAST LINE, 882.21 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 65 DEGREES 21 MINUTES 50 SECONDS WEST FROM A POINT THAT BEARS SOUTH 34 DEGREES 12 MINUTES 49 SECONDS WEST, 2512.75 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7;

THENCE NORTH 65 DEGREES 21 MINUTES 50 SECONDS EAST, 118.80 FEET, MORE OR LESS, TO SAID POINT;

THENCE NORTH 23 DEGREES 57 MINUTES 12 SECONDS EAST, 37.84 FEET;

THENCE NORTH 17 DEGREES 00 MINUTES 24 SECONDS WEST, 196.67 FEET;

THENCE NORTH 03 DEGREES 33 MINUTES 52 SECONDS WEST, 171.32 FEET;

THENCE NORTH 16 DEGREES 09 MINUTES 07 SECONDS EAST, 93.22 FEET;

THENCE NORTH 82 DEGREES 14 MINUTES 44 SECONDS EAST, 246.83 FEET;

THENCE SOUTH 27 DEGREES 13 MINUTES 47 SECONDS EAST, 214.43 FEET;

THENCE SOUTH 37 DEGREES 24 MINUTES 53 SECONDS EAST, 122.34 FEET;

THENCE NORTH 60 DEGREES 41 MINUTES 50 SECONDS EAST, 267.74 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, 130.92 FEET;

THENCE NORTH 25 DEGREES 39 MINUTES 13 SECONDS WEST, 140.10 FEET;

THENCE NORTH 15 DEGREES 36 MINUTES 16 SECONDS EAST, 168.52 FEET;

THENCE NORTH 07 DEGREES 08 MINUTES 21 SECONDS WEST, 146.85 FEET;

THENCE NORTH 25 DEGREES 42 MINUTES 40 SECONDS WEST, 121.23 FEET;

THENCE NORTH 04 DEGREES 46 MINUTES 05 SECONDS WEST, 291.73 FEET;

THENCE NORTH 23 DEGREES 45 MINUTES 59 SECONDS EAST, 262.94 FEET;

THENCE NORTH 79 DEGREES 02 MINUTES 18 SECONDS EAST, 239.02 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE LAND DESCRIBED IN DEED FROM THE PACIFIC LUMBER COMPANY, A DELAWARE CORPORATION TO THE SCOTIA UNION SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA RECORDED JUNE 13, 2008 AS INSTRUMENT NO. 2008-14561-4, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT THAT BEARS NORTH 39 DEGREES 12 MINUTES 19 SECONDS EAST, 457.09 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 63 SURVEYS, PAGE 71, HUMBOLDT COUNTY RECORDS;

THENCE NORTH 29 DEGREES 48 MINUTES 50 SECONDS WEST, 168.07 FEET;

EXHIBIT "A"
Legal Description
(continued)

THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS EAST, 20.85 FEET;
 THENCE NORTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 78.36 FEET;
 THENCE NORTH 60 DEGREES 03 MINUTES 00 SECONDS EAST, 228.04 FEET, MORE OR LESS, TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 5, 1951 IN BOOK 175 OFFICIAL RECORDS, PAGE 322 (PARCEL 1 THEREIN);
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 SOUTH 30 DEGREES 33 MINUTES 07 SECONDS EAST (RECORD BEARING SOUTH 29 DEGREES 14 MINUTES 30 SECONDS EAST), 3.28 FEET;
 NORTH 59 DEGREES 26 MINUTES 53 SECONDS EAST, 33.00 FEET (RECORD NORTH 60 DEGREES 45 MINUTES 30 SECONDS EAST, 33.00 FEET);
 SOUTH 48 DEGREES 58 MINUTES 28 SECONDS EAST, 15.51 FEET (RECORD SOUTH 47 DEGREES 39 MINUTES 51 SECONDS EAST, 15.51 FEET);
 NORTH 59 DEGREES 26 MINUTES 53 SECONDS EAST, 20.00 FEET (RECORD NORTH 60 DEGREES 45 MINUTES 30 SECONDS EAST, 20.00 FEET);
 NORTH 03 DEGREES 08 MINUTES 46 SECONDS EAST, 18.03 FEET (RECORD NORTH 04 DEGREES 27 MINUTES 23 SECONDS EAST, 18.03 FEET);
 NORTH 60 DEGREES 47 MINUTES 30 SECONDS EAST, 68.67 FEET (RECORD NORTH 62 DEGREES 06 MINUTES 07 SECONDS EAST, 68.67 FEET), MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED FEBRUARY 21, 1980 IN BOOK 1604 OFFICIAL RECORDS, PAGE 513 (PARCEL SIX THEREIN);
 THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES:
 SOUTH 00 DEGREES 53 MINUTES 05 SECONDS WEST, 51.72 FEET (RECORD SOUTH 02 DEGREES 11 MINUTES 42 SECONDS WEST, 51.67);
 SOUTH 01 DEGREE 48 MINUTES 54 SECONDS EAST, 141.88 FEET (RECORD SOUTH 00 DEGREES 30 MINUTES 17 SECONDS EAST, 141.87 FEET);
 SOUTH 02 DEGREES 26 MINUTES 09 SECONDS EAST, 119.13 FEET (SOUTH 01 DEGREES 07 MINUTES 32 SECONDS EAST, 119.12 FEET);
 SOUTH 07 DEGREES 36 MINUTES 32 SECONDS EAST (RECORD BEARING SOUTH 06 DEGREES 14 MINUTES 07 SECONDS EAST), 10.55 FEET;
 THENCE LEAVING SAID EAST LINE, SOUTH 60 DEGREES 18 MINUTES 54 SECONDS WEST, 74.52 FEET;
 THENCE SOUTH 32 DEGREES 35 MINUTES 05 SECONDS EAST, 1.94 FEET;
 THENCE SOUTH 60 DEGREES 51 MINUTES 36 SECONDS WEST, 12.26 FEET;
 THENCE NORTH 29 DEGREES 28 MINUTES 28 SECONDS WEST, 28.34 FEET;
 THENCE NORTH 60 DEGREES 08 MINUTES 13 SECONDS EAST, 32.00 FEET;
 THENCE SOUTH 29 DEGREES 51 MINUTES 47 SECONDS EAST, 20.00 FEET;
 THENCE NORTH 60 DEGREES 08 MINUTES 13 SECONDS EAST, 20.00 FEET;
 THENCE NORTH 29 DEGREES 51 MINUTES 47 SECONDS WEST, 20.00 FEET;
 THENCE NORTH 60 DEGREES 08 MINUTES 13 SECONDS EAST, 27.97 FEET;
 THENCE NORTH 30 DEGREES 02 MINUTES 40 SECONDS WEST, 59.25 FEET;
 THENCE SOUTH 60 DEGREES 08 MINUTES 52 SECONDS WEST, 85.28 FEET;
 THENCE SOUTH 30 DEGREES 06 MINUTES 44 SECONDS EAST, 34.27 FEET;
 THENCE SOUTH 43 DEGREES 36 MINUTES 56 SECONDS WEST, 16.12 FEET;
 THENCE SOUTH 60 DEGREES 09 MINUTES 24 SECONDS WEST, 160.67 FEET TO A POINT THAT BEARS SOUTH 85 DEGREES 31 MINUTES 57 SECONDS EAST FROM THE POINT OF BEGINNING;
 THENCE NORTH 85 DEGREES 31 MINUTES 57 SECONDS WEST, 32.98 FEET TO THE POINT OF BEGINNING

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE SAN FRANCISCO AND NORTHWESTERN RAILWAY AND NORTHWESTERN PACIFIC RAILROAD COMPANY BY DEEDS DATED MAY 15, 1903 IN BOOK 82 DEEDS, PAGE 410, JUNE 22, 1906 IN BOOK 96 DEEDS, PAGE 108 AND

EXHIBIT "A"
Legal Description
(continued)

MARCH 28, 1919 IN BOOK 140 DEEDS, PAGE 224, BUT INCLUDING HEREIN THOSE PORTIONS THEREOF RECONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED APRIL 1, 1921 IN BOOK 152 DEEDS, PAGE 490.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WEST OF THE EAST LINE OF THE RAILROAD RIGHT OF WAY, AS SHOWN ON THE RECORD OF SURVEY AS FILED IN BOOK 68 OF SURVEYS, PAGES 16 THROUGH 20, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM TRACT NO. 649, TOWN OF SCOTIA SUBDIVISION - PHASE 1, AS SHOWN ON THE MAP FILED IN BOOK 25 OF MAPS, PAGES 54 THROUGH 65, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM TRACT NO. 654, TOWN OF SCOTIA SUBDIVISION - PHASE 2, AS SHOWN ON THE MAP FILED IN BOOK 25 OF MAPS, PAGE 79 THROUGH 95, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM TRACT NO. 669, TOWN OF SCOTIA SUBDIVISION - PHASE 3, AS SHOWN ON THE MAP FILED IN BOOK 25 OF MAPS, PAGE 150 THROUGH 159, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCEL 5 - LOG POND, AS DESCRIBED IN THE CORRECTED CERTIFICATE OF SUBDIVISION COMPLIANCE RECORDED APRIL 28, 2017, AS INSTRUMENT 2017-007702, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCEL 7 - CARPENTER SHOP, AS DESCRIBED IN GRANT DEED AND REPRESENTATION AND WARRANTY DISCLAIMER AND RELEASE OF LIABILITY RECORDED MAY 24, 2017, AS INSTRUMENT 2017-009269, HUMBOLDT COUNTY RECORDS.

NOTE: THE LEGAL DESCRIPTION HEREIN MAY DESCRIBE ONLY A PORTION OF A LEGAL PARCEL AND SHOULD NOT BE USED IN ANY DOCUMENTS REQUIRING COMPLIANCE WITH THE SUBDIVISION MAP ACT AND RELATED HUMBOLDT COUNTY ORDINANCES.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR VARIOUS PURPOSES ALL AS CONTAINED IN, AND SUBJECT TO THE TERMS OF, THAT CERTAIN DOCUMENT ENTITLED RECIPROCAL EASEMENT AGREEMENT EXECUTED BY AND BETWEEN RED-SCOTIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND TOWN OF SCOTIA COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND RECORDED NOVEMBER 12, 2010 AS INSTRUMENT NO. 2010-24822-103, HUMBOLDT COUNTY OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR WATER STORAGE AND WATER TREATMENT FACILITIES, TOGETHER WITH THE RIGHT TO CONVEY SAID RESERVED AND EXCEPTED RIGHTS TO A COMMUNITY SERVICES DISTRICT OVER THE FOLLOWING DESCRIBED PARCEL:

ALL THAT REAL PROPERTY SITUATED IN SECTIONS 8 AND 17, TOWNSHIP 1 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN, IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT "A"
 Legal Description
 (continued)

BEGINNING AT A POINT THAT BEARS SOUTH 54 DEGREES 36 MINUTES 38 SECONDS EAST, 1781.38 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 63 SURVEYS, PAGE 71, HUMBOLDT COUNTY RECORDS;

THENCE SOUTH 01 DEGREES 19 MINUTES 15 SECONDS EAST, 496.56 FEET;

THENCE WEST, 393.65 FEET;

THENCE SOUTH 87 DEGREES 39 MINUTES 05 SECONDS WEST, 208.67 FEET;

THENCE SOUTH 38 DEGREES 47 MINUTES 24 SECONDS WEST, 325.89 FEET, MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 5, 1951 IN BOOK 175 OFFICIAL RECORDS, PAGE 322 (PARCEL 1 THEREIN);

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES:

NORTH 27 DEGREES 10 MINUTES 28 SECONDS WEST (RECORD BEARING NORTH 27 DEGREES 09 MINUTES 43 SECONDS WEST), 270.43 FEET;

NORTH 03 DEGREES 42 MINUTES 53 SECONDS WEST, 129.78 FEET (RECORD NORTH 03 DEGREES 42 MINUTES 08 SECONDS WEST, 129.78 FEET);

SOUTH 82 DEGREES 55 MINUTES 08 SECONDS EAST, 40.00 FEET (RECORD SOUTH 82 DEGREES 54 MINUTES 23 SECONDS EAST, 40.00 FEET);

NORTH 37 DEGREES 02 MINUTES 58 SECONDS EAST, 476.33 FEET (RECORD NORTH 37 DEGREES 03 MINUTES 43 SECONDS EAST, 476.33 FEET) TO A POINT THAT BEARS SOUTH 88 DEGREES 41 MINUTES 41 SECONDS WEST FROM THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE NORTH 88 DEGREES 41 MINUTES 41 SECONDS EAST, 600.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL ALSO BEING ILLUSTRATED ON EXHIBIT B ATTACHED TO DEED RECORDED JULY 1, 2013 AS INSTRUMENT NO. 2013-015279-10, HUMBOLDT COUNTY OFFICIAL RECORDS.

PARCEL FOUR:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR WATER STORAGE AND WATER TREATMENT FACILITIES, FOR INGRESS AND EGRESS, 50 FEET IN WIDTH TOGETHER WITH THE RIGHT TO CONVEY SAID RESERVED AND EXCEPTED RIGHTS TO A COMMUNITY SERVICES DISTRICT, BEING TWENTY-FIVE (25) FEET ON EACH SIDE OF THE DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF THE COUNTY ROAD, SAID POINT BEARS SOUTH 07 DEGREES 32 MINUTES 22 SECONDS EAST, 3171.87 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 65 SURVEYS, PAGES 59 AND 60, HUMBOLDT COUNTY RECORDS;

THENCE NORTH 81 DEGREES 48 MINUTES 39 SECONDS EAST, 78.78 FEET;

THENCE NORTH 84 DEGREES 16 MINUTES 38 SECONDS EAST, 101.45 FEET;

THENCE SOUTH 76 DEGREES 08 MINUTES 41 SECONDS EAST, 43.25 FEET;

THENCE SOUTH 64 DEGREES 11 MINUTES 02 SECONDS EAST, 101.24 FEET;

THENCE SOUTH 57 DEGREES 33 MINUTES 50 SECONDS EAST, 83.96 FEET;

THENCE SOUTH 42 DEGREES 24 MINUTES 47 SECONDS EAST, 284.89 FEET;

THENCE SOUTH 32 DEGREES 55 MINUTES 14 SECONDS EAST, 160.63 FEET;

THENCE SOUTH 36 DEGREES 35 MINUTES 40 SECONDS EAST, 332.87 FEET;

THENCE NORTH 47 DEGREES 45 MINUTES 53 SECONDS EAST, 32.36 FEET;

THENCE NORTH 14 DEGREES 06 MINUTES 44 SECONDS WEST, 70.78 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 22 SECONDS EAST, 96.07 FEET;

THENCE NORTH 13 DEGREES 57 MINUTES 52 SECONDS WEST, 74.18 FEET;

THENCE NORTH 28 DEGREES 16 MINUTES 42 SECONDS WEST, 30.32 FEET;

THENCE NORTH 34 DEGREES 15 MINUTES 02 SECONDS WEST, 57.72 FEET;

EXHIBIT "A"
Legal Description
(continued)

THENCE NORTH 41 DEGREES 02 MINUTES 29 SECONDS WEST, 134.06 FEET;
THENCE NORTH 35 DEGREES 52 MINUTES 29 SECONDS WEST, 141.45 FEET;
THENCE NORTH 29 DEGREES 35 MINUTES 06 SECONDS WEST, 354.89 FEET;
THENCE NORTH 26 DEGREES 31 MINUTES 59 SECONDS WEST, 119.53 FEET;
THENCE NORTH 31 DEGREES 37 MINUTES 40 SECONDS WEST, 136.17 FEET;
THENCE NORTH 23 DEGREES 03 MINUTES 44 SECONDS WEST, 76.71 FEET;
THENCE NORTH 07 DEGREES 31 MINUTES 27 SECONDS WEST, 62.05 FEET;
THENCE NORTH 01 DEGREES 02 MINUTES 43 SECONDS WEST, 112.40 FEET;
THENCE NORTH 10 DEGREES 37 MINUTES 31 SECONDS EAST, 57.91 FEET;
THENCE NORTH 23 DEGREES 55 MINUTES 28 SECONDS EAST, 53.72 FEET;
THENCE NORTH 07 DEGREES 56 MINUTES 55 SECONDS EAST, 44.16 FEET;
THENCE NORTH 14 DEGREES 38 MINUTES 35 SECONDS WEST, 77.66 FEET;
THENCE NORTH 03 DEGREES 46 MINUTES 42 SECONDS EAST, 57.59 FEET;
THENCE NORTH 13 DEGREES 36 MINUTES 22 SECONDS EAST, 60.26 FEET;
THENCE NORTH 23 DEGREES 28 MINUTES 49 SECONDS EAST, 79.15 FEET;
THENCE NORTH 10 DEGREES 25 MINUTES 03 SECONDS EAST, 73.05 FEET;
THENCE NORTH 05 DEGREES 35 MINUTES 57 SECONDS WEST, 96.71 FEET;
THENCE NORTH 22 DEGREES 56 MINUTES 47 SECONDS WEST, 127.97 FEET;
THENCE NORTH 03 DEGREES 41 MINUTES 40 SECONDS WEST, 51.59 FEET;
THENCE NORTH 27 DEGREES 56 MINUTES 33 SECONDS EAST, 54.46 FEET;
THENCE NORTH 46 DEGREES 16 MINUTES 47 SECONDS EAST, 125.48 FEET;
THENCE NORTH 31 DEGREES 46 MINUTES 51 SECONDS EAST, 74.95 FEET;
THENCE NORTH 07 DEGREES 04 MINUTES 40 SECONDS EAST, 25.56 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED ABOVE AS PARCEL A, SAID POINT BEARS SOUTH 30 DEGREES 00 MINUTES 30 SECONDS EAST, 1773.29 FEET FROM SAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8.

SAID PARCEL ALSO BEING ILLUSTRATED ON SAID EXHIBIT B.

PARCEL FIVE:

A 50 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, PUBLIC AND PRIVATE UTILITIES, THE NORTH LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE "TRUE POINT OF BEGINNING" OF TRACT B DESCRIBED IN SAID DEED RECORDED JULY 1, 2013 AS INSTRUMENT NO. 2013-015279-10, HUMBOLDT COUNTY OFFICIAL RECORDS;

THENCE ALONG THE NORTH LINE OF SAID TRACT B THE FOLLOWING COURSES:

SOUTH 54 DEGREES 10 MINUTES 22 SECONDS WEST, 99.01 FEET;
SOUTH 53 DEGREES 26 MINUTES 29 SECONDS WEST, 92.17 FEET;
SOUTH 76 DEGREES 38 MINUTES 54 SECONDS WEST, 477.57 FEET;
SOUTH 68 DEGREES 22 MINUTES 51 SECONDS WEST, 351.10 FEET;
SOUTH 53 DEGREES 30 MINUTES 26 SECONDS WEST, 241.97 FEET;
SOUTH 63 DEGREES 59 MINUTES 33 SECONDS WEST, 98.27 FEET TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY BY DEED RECORDED JANUARY 22, 1920 IN BOOK 140 DEEDS, PAGE 224.

SAID PARCEL ALSO BEING ILLUSTRATED ON EXHIBIT C ON SAID DEED RECORDED JULY 1, 2013 AS INSTRUMENT NO. 2013-015279-10, HUMBOLDT COUNTY OFFICIAL RECORDS.

EXHIBIT "A"
Legal Description
(continued)

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON BOOK 65 SURVEYS, PAGES 59 AND 60, HUMBOLDT COUNTY RECORDS.

PARCELS THREE, FOUR, AND FIVE ABOVE ARE RESERVED IN CORRECTION GRANT DEED MADE BY AND BETWEEN TOWN OF SCOTIA COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HUMBOLDT REDWOOD COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 1, 2013, AS INSTRUMENT NO. 2013-015279, HUMBOLDT COUNTY RECORDS.

PARCEL SIX:

THE RIGHTS AS CONVEYED BY AND BETWEEN THE PACIFIC LUMBER COMPANY, A DELAWARE CORPORATION, SCOTIA PACIFIC HOLDING COMPANY, A DELAWARE CORPORATION, AND SALMON CREEK CORPORATION, A DELAWARE CORPORATION BY THE RECIPROCAL RIGHTS AGREEMENT RECORDED MARCH 22, 1993 AS INSTRUMENT NO. 1993-7890, HUMBOLDT COUNTY RECORDS.

PARCEL SEVEN:

THE RIGHTS AS CONVEYED BY AND BETWEEN THE PACIFIC LUMBER COMPANY, A DELAWARE CORPORATION, SCOTIA PACIFIC HOLDING COMPANY, A DELAWARE CORPORATION, AND SALMON CREEK CORPORATION, A DELAWARE CORPORATION BY THE RECIPROCAL RIGHTS AGREEMENT RECORDED JULY 17, 1998 AS INSTRUMENT NO. 1998-18656, HUMBOLDT COUNTY RECORDS.

Exhibit B

All that certain real property situated in the unincorporated area of Humboldt County, State of California, more particularly described as follows:

Tract No. _____, Town of Scotia Subdivision Phase 4, which map was filed for record in the Office of the Humboldt County Recorder, _____, 2026, in Book _____ of Maps, at Pages _____.

CERTIFICATE OF ACCEPTANCE

As required under California Government Code Section 27281, this is to certify that the interest in real property described and conveyed by the deeds or grants deed dated the 19th day of Feb., 2026 from the Town of Scotia Company, LLC to the Scotia Community Services District, a California community services district is hereby accepted by order of the Board of Directors on the 17th day of February 2026, on behalf of Scotia Community Services District pursuant to authority conferred by resolution of the Scotia Community Services District Resolution 2026-1 adopted on the 17th day of February 2026, and the grantee consents to recordation thereof by its duly authorized officer, President Paul Newmaker.

Dated 2/19/26

By Paul Newmaker
Paul Newmaker
President of the Board of Directors,
Scotia Community Services District