

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is dated for reference purposes only as of _____, 2020 and entered into by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (“**TPL**”) and **HUMBOLDT COUNTY**, a political subdivision of the State of California (“**County**”).

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

TPL:

The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Attn: John Bernstein
Tel: (415) 800-5281
Fax: (415) 495-0541
Email: john.bernstein@tpl.org

Copies of any notice to TPL should also be sent to:

The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Attn: Gordon J. Okawa
Tel: (415) 800-5294
Fax: (415) 495-0541
Email: gordon.okawa@tpl.org

COUNTY:

County of Humboldt – Public Works
1106 Second Street
Eureka, CA 95501
Attn: Hank Seemann
Tel: (707) 445-7741
Fax: (707) 445-7409
Email: hseemann@co.humboldt.ca.us

Copies of any notice to County should also be sent to:

County of Humboldt – County Counsel
825 5th Street
Eureka, CA 95501
Attn: Jefferson Billingsley, Interim County Counsel
Tel: (707) 445-7236
Fax: (707) 445-6297
Email: Countycounsel@co.humboldt.ca.us

B. TPL has entered into an agreement, as amended (the "**TPL-Landowner Purchase Agreement**") with Green Diamond Resource Company, a Washington corporation ("**Landowner**"), regarding TPL's desired acquisition of certain real property interests in relation to Landowner's approximately 6,164 acres located in Humboldt County, California (the "**Landowner's Property**"). Specifically, TPL desires to buy from Landowner (i) fee title to a portion of the Landowner's Property containing approximately 197 acres as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**197 Acre Property**"); and (ii) other easement interests in relation to Landowner's Property that are not the subject of this Agreement (i.e., a working forest conservation easement and an access easement). Under the TPL-Landowner Purchase Agreement, TPL has the right, subject to certain conditions, to acquire the 197 Acre Property, together with, to the extent owned by Landowner, all tenements, hereditaments, and appurtenances, including, without limitation, improvements, fixtures, timber, water, crops, oil, gas, and minerals located in, under, and on it, and all rights appurtenant to it, including, but not limited to timber rights, water rights, grazing rights, access rights, and oil, gas and mineral rights, development rights, air rights, and all other

rights, privileges, licenses, and permits in any way related to or accruing to the use and benefit of that real property (collectively, the "**Property**").

C. County wishes to purchase the Property by a direct deed from the Landowner (as set forth in Section 1 below) on the terms and conditions set forth in this Agreement. TPL and County anticipate funds for the purchase of the Property to be provided by the California Department of Forestry and Fire Protection, State of California Natural Resources Agency, and the Long Foundation.

THE PARTIES AGREE AS FOLLOWS:

1. **Disposition Agreement.** For the consideration, but subject to the terms, provisions, covenants, and conditions set forth in this Agreement, and subject to TPL instructing Landowner under the TPL-Landowner Purchase Agreement to deed the Property directly from Landowner to County, and also subject to Granting Agencies' disbursement of funds totaling the Purchase Price, TPL hereby agrees to cause the Landowner to deed the Property directly to County, and County hereby agrees to so purchase and acquire the Property. This Agreement shall be effective on the date that it is last signed by both parties hereto (the "**Effective Date**").

2. **Purchase Price.** The total purchase price (hereinafter called the "**Purchase Price**") for the Property shall be One Million Three Hundred Fifty-Five Thousand Three Hundred Eighty Two and NO/100 (\$1,355,382.00) Dollars, which represents a discount to the County of the fair market value of the Property as set forth in that certain appraisal of the Property with a date of value of April 1, 2020 and prepared by Stephen Shapiro Commercial Appraisal (the "**Appraisal**"), payable all in cash. County hereby acknowledges and agrees that it has reviewed and approved the Appraisal.

3. **Property Condition.**

3.1 In addition to reviewing and approving the Appraisal, County has also had the opportunity to review a Phase I Environmental Site Assessment dated January 27, 2020, prepared by Amicus Consulting; the Timber Inventory as cruised between 2008 and 2010, and updated to 2018, and as prepared by the Landowner; and the information provided by the Landowner to TPL listed on Exhibit D. County has reviewed and approved the foregoing.

3.2 Title.

(a) PTR. County has reviewed a preliminary title report dated as of March 6, 2020 – Update C (the "**PTR**") issued by Fidelity National Title Company ("**Title Company**") and copies of all documents referred to as exceptions to title in the PTR. County hereby acknowledges and agrees that it has reviewed and approved the PTR. County only disapproves of title exception matters numbered 7 (Deed of Trust dated December 20, 2002) and 8 (Financing Statement recorded April 30, 2013) as shown in the PTR (the "**Disapproved Exceptions**"), which shall not be reflected on County's title policy at the Close of Escrow. So long as no new exceptions to title are reflected in this updated or supplemental PTR, then County agrees that it shall have no objections to any updated or supplemental PTR, other than the Disapproved Exceptions, and will not terminate this Agreement pursuant to the provisions of Section 3.5. Notwithstanding anything to the contrary contained in this Agreement, (i) except for the various instruments listed in the PTR, and any supplemental PTR, Landowner has not entered

into any leases, licenses, contracts or other agreements affecting the possession or use of the Property that will survive the Close of Escrow.

(b) Monetary Liens. In any event and notwithstanding anything to the contrary herein, TPL shall provide that all monetary liens and encumbrances (except any statutory liens for nondelinquent real property taxes) are removed from title on or prior to the Close of Escrow.

3.3 Property Information. Except for the Appraisal, prior appraisals of the Property, the items listed in Section 3.1 above, and the PTR, with copies of vesting and underlying exception documents, and other information provided to County before the Effective Date (collectively, the "**Property Documents**"), TPL has no additional information about the Property that has not been provided to County. TPL makes no representation or warranties of any kind whatsoever to County as to the accuracy or completeness of the content of any documents or other information delivered to County pursuant to this Agreement, including, without limitation, the accuracy or completeness of the content of the Property Documents.

3.4 Property Inspection. Notwithstanding anything to the contrary contained in this Agreement, County's rights of inspection hereunder shall be subject to TPL's rights under the TPL-Landowner Purchase Agreement. From the Effective Date to the earlier of the Close of Escrow or the termination of this Agreement, County shall have the right to physically inspect on a non-intrusive basis, and to the extent County desires, to cause one or more representatives, agents, employees, or contractors of County (collectively, "**Representatives**") to physically inspect on a non-intrusive basis, the Property without interfering with Landowner's operation of the Property. Such inspections must occur during normal business hours at times mutually acceptable to County, Landowner, and TPL. Before entering onto the Property, County, through its designated representative, shall provide verbal notice to TPL by notifying TPL by telephone or in person, at least ninety-six (96) hours prior to entry. County shall make all inspections in good faith and with due diligence. TPL shall cooperate with County in all reasonable respects in making such inspections (but without any obligation to incur expenses).

3.5 Changes in Condition. The time period from the Effective Date to the Close of Escrow shall be referred to as the "**Term.**"

(a) TPL's Notice. TPL shall notify County of a Change in Condition promptly after TPL is aware of such Change in Condition. Any of the following events are a "**Change in Condition.**"

(1) new exceptions to title which appear on any supplemental title report issued by the Title Company during the Term ("**Supplemental PTR**");

(2) receipt by TPL of actual notice during the Term of damage or destruction to the Property or any portion thereof which occurs during the Term;

(3) receipt by TPL of actual notice during the Term of (i) any potential eminent domain proceedings affecting all or a portion of the Property, (ii) the commencement of such proceedings during the Term, or (iii) a taking during the Term of all or a portion of the Property by eminent domain; or

(4) receipt by TPL of information or change of circumstance which would make TPL's representations and warranties in Section 6 untrue as of the Closing Date.

(b) County's Options. If a material Change in Condition occurs which would prevent County from using the Property for its intended use or which materially affects the value of the Property, County shall have the right, at its option, as set forth in written notice delivered to TPL by the earlier of the end of the Term or ten (10) business days after TPL notifies County of the Change in Condition, to either (i) terminate this Agreement and neither party shall have any further liability or obligation to the other, except for County's obligations which are expressly intended to survive; or (ii) proceed with the purchase of the Property, and accept the Property without remedy for the Change in Condition, without any monetary credit, and without a reduction in the Purchase Price (except as set forth in this Section 3.5(b)). If County does not deliver any notice to TPL within such ten (10) business day period, County shall be deemed to have elected option (ii). In the case of an insured casualty, if County does not terminate this Agreement and agrees to accept the Property, TPL shall cause all proceeds of any insurance payable to Landowner by reason of such Change in Condition to be paid or assigned to County. In the case of a condemnation/ eminent domain proceeding, if County does not terminate the Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received or to be received by Landowner as a result of such proceedings or County shall proceed to close so long as TPL causes Landowner to assign all of Landowner's right, title, and interest in and to all such awards and proceeds.

4. **Escrow and Closing.**

4.1 Escrow Holder. TPL has opened an escrow with Fidelity National Title Company (the "**Escrow Holder**"), located 515 J Street, Eureka, CA 95501, Telephone (707) 442-5785, Attn: Nikki Slater, between TPL and the County for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof (TPL has also opened an escrow with Escrow Holder to facilitate the first step of a two-step direct deed closing as set forth in Section 1, above, and in the TPL-Landowner Purchase Agreement). Escrow shall close on a date (the "**Closing Date**") that is no later than June 30, 2020. The closing of the transaction shall be carried out pursuant to this Section 4. Consummation of the transaction pursuant to this Section 4 shall be referred to as the "**Close of Escrow**."

4.2 Documents.

(a) TPL's Documents. At least one (1) business day prior to the Closing Date, TPL shall deposit into Escrow:

(1) one (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to County fee simple title to the Property ("**Grant Deed**"), which shall be recorded in the Official Records of Humboldt County, California at the Close of Escrow, in substantially the form attached hereto as Exhibit B;

(2) one (1) original of an affidavit from TPL which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended duly executed by TPL in substantially the same form as set forth in attached Exhibit C;

(3) one (1) counterpart signature on the joint escrow instructions between County and TPL, which will be prepared consistent with the terms of this Agreement;

(4) one (1) California Form 593-C duly executed by TPL;

(5) one (1) Corporate Resolution from TPL's Board of Directors, authorizing this transaction; and

(6) such other instruments and documents as may be reasonably requested by Escrow Holder relating to TPL, to the Property and as otherwise required to transfer the Property to County pursuant to the terms and conditions of this Agreement.

(b) County's Documents. At least one (1) business day prior to the Closing Date, County shall deposit into Escrow:

(1) one (1) counterpart signature on the joint escrow instructions between County and TPL, which will be prepared consistent with the terms of this Agreement;

(2) one (1) originally executed Certificate of Acceptance to be attached to the Grant Deed;

(3) a Notice of Unrecorded Grant Agreement, Memorandum of Unrecorded Grant Agreement, Irrevocable Offer to Dedicate Title in Fee, and/or such other documents or instruments that may be required by the Granting Agencies (the "**Recorded Grant Documents**");

(4) Counterpart original Amendment to Easement between Landowner and County, duly executed and acknowledged by County, in substantially the same form as Exhibit E attached hereto and incorporated herein by this reference;

(5) Counterpart original Trail Corridor Easement Instrument between Landowner and County, duly executed and acknowledged by County, in substantially the same form as Exhibit F attached hereto and incorporated herein by this reference (as applicable);

(6) Resolution or other evidence that County is authorized to consummate this transaction; and

(7) such other instruments and documents as may be reasonably requested by Escrow Holder as otherwise required to transfer the Property to County pursuant to the terms and conditions of this Agreement.

4.3 Funds. At least one (1) business day prior to the Closing Date, County shall deposit funds (or cause the acquisition funding sources to deposit) into Escrow by wire transfer

in an amount which shall equal the Purchase Price plus/minus any additional amounts necessary to cover costs, credits, and prorations under this Agreement. If amounts are sent by check rather than wire transfer the checks must clear at least one (1) business day prior to the Closing Date.

(a) Prorations. Real and personal property taxes will not be pro-rated in this transaction. It is contemplated that Landowner will apply for any applicable refund of pre-paid taxes after Close of Escrow.

(b) Closing Costs. County shall pay the following closing costs: (i) one half of the escrow fee; (ii) recording fees for the Recorded Grant Documents, the Trail Corridor Easement Instrument and the Amendment to Easement, if any; (iii) all documentary tax, sales tax, or real property transfer tax, if any; (iv) any additional taxes, penalties, and interest; and (v) one-half of the premium for the Title Policy (defined in Section 4.5 below). TPL shall pay the following closing costs: (i) one-half the escrow fee; and (ii) one-half of the premium for the Title Policy. All other fees and charges will be allocated according to custom of Humboldt County, California, the county in which the Property is located. Each party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

4.4 Possession. TPL shall cause possession of the Property to be delivered to County as of the Close of Escrow.

4.5 Title Insurance Policy. Title to the Property shall be insured effective as of Close of Escrow by an ALTA standard coverage owner's policy of title insurance (the "**Title Policy**") issued by the Title Company with liability in the amount of the Purchase Price, insuring title to the Property to be vested in County, subject only to current real estate taxes and assessments not delinquent, if applicable. County agrees that its only remedy arising by reason of any defect in title shall be against the Title Company.

4.6 Conditions to Closing.

(a) County's Conditions. If, upon the close of Escrow, any of County's conditions precedent set forth in this Section 4.6(a) is not satisfied or waived, then County may terminate this Agreement by written notice to TPL, and the parties shall have no further obligation to each other under this Agreement, except for County's obligations that are expressly intended to survive.

(1) All instruments described in Section 4.2(a) have been delivered to the Escrow Holder;

(2) All funds described in Section 4.3 have been delivered to the Escrow Holder;

(3) Title Company is in a position and is prepared to issue to County the Title Policy;

(4) All representations and warranties made by TPL in Section 6 below shall be true and correct in all material respects as of the Closing Date; and

(5) TPL shall have performed, observed and complied with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and/or complied with by TPL prior to, or as of, the Closing Date.

(b) TPL's Conditions. If, upon the close of Escrow, any of TPL's conditions precedent set forth in this Section 4.6(b) is not satisfied or waived, then TPL may terminate this Agreement by written notice to County, and the parties shall have no further obligation to each other under this Agreement, except for TPL's obligations that are expressly intended to survive.

(1) All instruments described in Section 4.2(b) have been delivered to the Escrow Holder;

(2) All funds described in Section 4.3 have been delivered to the Escrow Holder;

(3) All representations and warranties made by County in Section 7 below shall be true and correct in all material respects as of the Closing Date;

(4) County shall have performed, observed, and complied with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and/or complied with by County prior to, or as of, the Closing Date;

(5) TPL and Landowner shall have performed the obligations under the TPL-Landowner Purchase Agreement required for Landowner to transfer the Property to TPL or TPL's designee and Landowner shall have delivered the Grant Deed to Escrow Holder; and

(6) TPL shall have received approval of the transaction which is the subject of this Agreement by TPL's Board of Directors or TPL's Project Review Committee, which approval is subject to said Board's or Committee's sole discretion.

(c) Subdivision Map Act. The obligation of each party to close the sale of the Property is conditioned on compliance with the California Subdivision Map Act (California Government Code Section 66410 et seq.) (the "**Map Act**") or a determination that conveyance of the Property to County as contemplated in this Agreement is exempt from the Map Act, per Section 66428. Notwithstanding anything to the contrary contained in this Agreement, this condition may not be waived by either party. If TPL notifies County that the conveyance of the Property to County as contemplated in this Agreement is not in compliance with or is not exempt from the Map Act, then this Agreement and the Escrow shall terminate as of the date of the notice and the parties shall have no further obligation to each other under this Agreement, except those expressly stated to survive. The recordation of the Grant Deed from the Landowner to County as contemplated in Section 1 above, shall be deemed TPL's conclusive determination that the transaction contemplated herein is in compliance with or exempt from the Map Act.

4.7 Escrow Cancellation Fees. If the Escrow is canceled for any reason other than County's Default, then County will not be liable for any cancellation fees charged by Escrow Holder. If the escrow is canceled due to County's Default, then County will pay any and all cancellation fees charged by Escrow Holder.

5. **County's Covenants.**

5.1 No Interference. County shall not interfere with or hinder the operation of the Property prior to the delivery of possession thereof to County at the Close of Escrow.

5.2 Adequacy of County's Inspection. County agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction. If County acquires the Property as contemplated under this Agreement, County acknowledges that it will be purchasing the Property with full knowledge of any and all conditions of the Property. County acknowledges that it is fully capable of evaluating the Property's suitability for County's intended use. County agrees that (i) County shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); and (ii) County is relying solely upon such inspections, examination, and evaluation of the Property by County in purchasing the Property.

5.3 AS-IS.

(a) The Property is being sold and conveyed hereunder and County agrees to accept the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by TPL except as expressly set forth in Section 6 below.

(b) County acknowledges and agrees that, other than the representations and warranties set forth in Section 6 below, TPL makes no representations or warranties, express or implied, as to the Property, the Property Documents, or the transaction contemplated by this Agreement. County acknowledges and agrees that, other than the representations and warranties set forth in Section 6 below, no person acting on behalf of TPL is authorized to make (and by the execution this Agreement, County hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty, or promise regarding the Property, the Property Documents, or the transaction contemplated by this Agreement. County acknowledges and agrees that no representation, warranty, agreement, statement, guaranty, or promise, if any, made by any person acting on behalf of TPL which is not contained in Section 6 below shall be valid or binding upon TPL. County hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties, or covenants (other than the representation and warranties set forth in Section 6 below), whether express or implied, that may have been made or given, or that may be deemed to have been made or given, by TPL. County hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

5.4 RELEASE. UPON THE CLOSE OF ESCROW, OTHER THAN WITH RESPECT TO A BREACH OF AN EXPRESS REPRESENTATION OF TPL AS SET FORTH IN

SECTION 6 BELOW, COUNTY HEREBY AGREES TO ASSUME ALL RISKS AND LIABILITIES RELATED TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE, OR ZONING) WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING, WITHOUT LIMITATION, AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE, OR ZONING). EXCEPT FOR A BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6 BELOW, COUNTY HEREBY WAIVES AND RELEASES TPL, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES, AND SUBSIDIARIES, FROM ANY AND ALL CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, DEMANDS, LOSSES, OR DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE, OR ZONING).

County's Initials: _____

5.5 INDEMNITY.

(a) UPON THE CLOSE OF ESCROW COUNTY AGREES TO INDEMNIFY, DEFEND, PROTECT, AND HOLD TPL, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS, AND SUBSIDIARIES HARMLESS FROM ANY AND ALL INJURIES, LOSSES, LIENS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ACTUALLY SUSTAINED BY TPL, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES, OR SUBSIDIARIES THAT RESULT FROM ANY CLAIM, DEMAND, LIABILITY, LIEN, RIGHT, OR CAUSE OF ACTION MADE, INSTITUTED OR BROUGHT AT ANY TIME IN CONNECTION WITH COUNTY'S OWNERSHIP OF THE PROPERTY. TPL SHALL GIVE COUNTY PROMPT WRITTEN NOTICE OF ANY SUCH CLAIMS TO WHICH COUNTY'S INDEMNIFICATION OBLIGATION APPLIES, AND COUNTY THEREAFTER SHALL HAVE ONE HUNDRED TWENTY (120) CALENDAR DAYS IN WHICH, AT NO EXPENSE OR LIABILITY TO TPL, TO PAY, SETTLE, OR COMPROMISE SUCH CLAIM OR TO NOTIFY TPL IN WRITING THAT COUNTY ACCEPTS THE TENDER OF SUCH CLAIM. TPL SHALL HAVE THE RIGHT TO PARTICIPATE, AT ITS OWN COST AND EXPENSE, IN THE DEFENSE OF SUCH CLAIM. NO SUCH CLAIM MAY BE SETTLED OR COMPROMISED BY COUNTY OR TPL WITHOUT FIRST OBTAINING WRITTEN APPROVAL OF THE PROPOSED SETTLEMENT OR COMPROMISE FROM COUNTY AND TPL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

(b) NOTWITHSTANDING ANYTHING SET FORTH IN THE INDEMNIFICATION CONTAINED ABOVE, THE INDEMNITY BY COUNTY OF TPL SHALL NOT COVER LIABILITY OF TPL ARISING PRIOR TO THE CLOSE OF ESCROW.

5.6 Signage. Any project signage erected on the Property shall state that: "The acquisition of this community forest was completed with the help of The Trust for Public Land, a non-profit land conservation organization."

5.7 Survival. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE PROVISIONS SET FORTH IN THIS SECTION 5 SHALL SURVIVE THE CLOSE OF ESCROW.

6. TPL's Representations and Warranties.

6.1 TPL represents to County that:

(a) Power and Authority. TPL is duly organized and legally existing. Subject to Section 4.6(b)(6), the execution and delivery by TPL of, and TPL's performance under this Agreement, are within TPL's powers and have been duly authorized by all requisite action, and the person executing this Agreement on behalf of TPL has the authority to do so.

(b) Valid Agreement. Subject to Section 4.6(b)(6), this Agreement constitutes the legal, valid, and binding obligation of TPL, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

(c) No Breach. Performance of this Agreement by TPL will not result in a breach of, or constitute any default under any agreement or instrument to which TPL is a party, which breach or default will adversely affect TPL's ability to perform its obligations under this Agreement.

(d) Foreign Person. TPL is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., TPL is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(e) Bankruptcy. TPL (a) is not in receivership or dissolution; (b) has not made any assignment for the benefit of creditors; (c) has not admitted in writing its inability to pay its debts as they mature; (d) has not been adjudicated as bankrupt; (e) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in Subparagraph (e) above filed against TPL.

6.2 County hereby acknowledges and agrees that, upon the Close of Escrow, any claim of County that any representation of TPL herein is not true and correct shall be automatically waived in full by County, provided the information or basis from which any such claim arises is known to County on or prior to the Closing Date.

7. County's Representations and Warranties. County represents to TPL that:

7.1 Power and Authority. County is a political subdivision of the State of California. The execution and delivery by County of, and County's performance under, this Agreement, are

within County's governmental powers and County has the authority to execute and deliver this Agreement.

7.2 Valid Agreement. This Agreement constitutes the legal, valid, and binding obligation of County enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

7.3 No Breach. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which County is a party, which breach or default will adversely affect County's ability to perform its obligations under this Agreement.

7.4 No Bankruptcy. County (a) is not in receivership or dissolution, (b) has not made any assignment for the benefit of creditors, (c) has not admitted in writing its inability to pay its debts as they mature, (d) has not been adjudicated as bankrupt, (e) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in Subparagraph (e), above, filed against County.

8. Remedies.

8.1 County's Remedies. If TPL defaults in the performance of TPL's obligations, promises or agreements under this Agreement, or if TPL breaches any of its representations or warranties hereunder ("**TPL's Default**"), County, as its sole and exclusive remedy, may terminate this Agreement and pursue TPL for actual damages and TPL shall not be liable to County for any punitive, speculative or consequential damages. County hereby waives and relinquishes all rights of County to (i) bring an action against TPL to quiet title to the Property, or (ii) bring an action for specific performance of this Agreement. County specifically acknowledges that it shall not have any remedy whatsoever against TPL for any default by TPL under this Agreement unless County is in material compliance with all the terms and conditions hereof.

8.2 TPL's Remedies. If County defaults in the performance of any of County's obligations, promises, or agreements under this Agreement or if County breaches any of its representations or warranties hereunder ("**County's Default**"), TPL shall be entitled to exercise any remedy available to TPL by law or in equity, including, without limitation, an action for specific performance and/or an action for damages; provided, however, that TPL hereby waives and relinquishes the right of TPL to bring an action for specific performance of this Agreement unless TPL has exercised its option to purchase under the TPL-Landowner Purchase Agreement. TPL specifically acknowledges that it shall not have any remedy whatsoever against County for any default by County under this Agreement unless TPL is in material compliance with all the terms and conditions hereof.

9. Miscellaneous.

9.1 No Broker. Each party represents to the other that it has not used a real estate broker or finder in connection with this Agreement or the transaction contemplated by this Agreement. If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted

shall indemnify and hold the other party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

9.2 Notices. All notices, requests, demands, approvals, consents or other communications required or permitted by this Agreement shall be addressed as set forth in Recital A, shall be in writing and shall be sent by (a) nationally recognized overnight courier, or (b) facsimile or email and shall be deemed received (i) if delivered by overnight courier, when received as evidenced by a receipt, or (ii) if given by facsimile or email, upon transmission; provided that the sender does not receive any indication that the facsimile or email has not been successfully transmitted. County and TPL hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by County's or TPL's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section. Notice of change of address shall be given by written notice and in the manner detailed in this Section 9.2. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or other communication sent.

9.3 Assignment. County may not assign its rights under this Agreement, and any assignment by County in contravention of this provision shall be void and shall not relieve County of its obligations and liabilities hereunder.

9.4 Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

9.5 Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

9.6 Entire Agreement. This Agreement is intended to be a final expression of the parties' agreement and constitutes the final, complete, and exclusive agreement between the parties about the subject matter of this Agreement. All prior and contemporaneous statements, agreements, representations, and understandings, oral or written, are merged into and superseded by this Agreement. No parol or extrinsic evidence of any kind may be used to vary, contradict, supplement, or add to the terms of this Agreement.

9.7 Interpretation; Independent Counsel. Each party to this Agreement has substantial experience with the subject matter of this Agreement and has each fully participated in the negotiation and drafting of this Agreement and has been advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. Each party represents and warrants to the other that it has completely read and fully

understands the provisions of this Agreement; and in executing this Agreement it has not relied on any promise or representation made by any person other than the promises and representations expressly stated in this Agreement.

9.8 Applicability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.

9.9 Time. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

9.10 Counterpart Execution; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Agreement may also be executed and delivered via email or facsimile and a scanned or facsimile signature shall have the same legal effect as an original signature.

9.11 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Further, the parties agree that the venue of any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Agreement, including any claim of injury or damage, will be in the County of Humboldt, California.

9.12 Time Calculations. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

9.13 Merger Provision. Except as expressly set forth herein, any and all rights of action of County for any breach by TPL of any representation, warranty or covenant contained in this Agreement shall merge with the Grant Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Agreement which are intended by their terms to survive the Close of Escrow or a termination of this Agreement shall survive the Close of Escrow or a termination of this Agreement.

9.14 Further Assurances. County and TPL agree to execute all documents and instruments reasonably required in order to consummate the acquisition herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement.

9.15 Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

9.16 Amendments. This Agreement may be amended only by written agreement signed by both of the parties hereto.

9.17 Exhibits Incorporated by Reference. The following exhibits attached to this Agreement are incorporated into this Agreement by reference:

Exhibit A	Legal Description
Exhibit B	Form of Grant Deed
Exhibit C	Form of Non-foreign Affidavit
Exhibit D	Landowner-provided Information
Exhibit E	Amendment to Easement
Exhibit F	Trail Corridor Easement Instrument

9.18 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.19 Independence. TPL, its officers, directors, employees, agents and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, director, officer, agent, employee or representative of the County of Humboldt.

9.20 Nuclear Free Clause. TPL certifies by its signature below that it is not a nuclear weapons contractor, in that TPL is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. TPL agrees to notify County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this agreement if it determines that the foregoing certification is false or if TPL becomes a nuclear weapons contractor.

[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Disposition Agreement as of the dates appearing next to their respective signatures below.

TPL

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

By: _____
Gordon J. Okawa, Counsel

Date: _____

COUNTY

County of Humboldt

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

APPROVED AS TO FORM:

Name: _____
Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Humboldt County Community Forest – McKay Tract (Phase 2)

PARCEL ONE

Those portions of the Sections 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

BEGINNING at the corner common to Sections 11, 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, which is monumented with a 2 ½" brass cap on a 1" galvanized iron pipe set per Book 48 of Surveys, Page 95, being the TRUE POINT OF BEGINNING;

thence along the Section line common to Sections 11 and 12, North 01 degrees 55 minutes 47 seconds East, 1198.08 feet, to the intersection of said Section line and the centerline of Henderson Gulch;

thence downstream along the centerline of Henderson Gulch the following courses:

North 16 degrees 11 minutes 21 seconds East, 44.07 feet;
North 13 degrees 26 minutes 55 seconds East, 142.55 feet;
North 06 degrees 20 minutes 25 seconds West, 109.17 feet;
North 04 degrees 05 minutes 08 seconds East, 42.30 feet;
North 28 degrees 36 minutes 38 seconds East, 37.77 feet;
North, 66.31 feet;

North 20 degrees 10 minutes 14 seconds East, 157.34 feet;
North 08 degrees 07 minutes 49 seconds West, 42.62 feet;
North 31 degrees 40 minutes 32 seconds East, 166.46 feet;
North 04 degrees 23 minutes 55 seconds East, 39.30 feet;
North 53 degrees 44 minutes 46 seconds East, 56.06 feet;
North 10 degrees 47 minutes 04 seconds East, 64.43 feet;

North 32 degrees 16 minutes 32 seconds East, 67.73 feet, to the confluence of Henderson Gulch and an unnamed fork of Henderson Gulch;

thence Southerly and upstream along the centerline of the unnamed fork of Henderson Gulch the following courses:

South 36 degrees 52 minutes 11 seconds East, 30.14 feet;
South 75 degrees 31 minutes 47 seconds East, 96.50 feet;
South 54 degrees 12 minutes 40 seconds East, 159.77 feet;
South 70 degrees 54 minutes 23 seconds East, 82.93 feet;
South 31 degrees 47 minutes 56 seconds East, 177.32 feet;
South 34 degrees 59 minutes 31 seconds East, 183.95 feet;
South 19 degrees 30 minutes 09 seconds East, 153.48 feet;
South 05 degrees 31 minutes 39 seconds East, 187.74 feet;
South 14 degrees 22 minutes 53 seconds East, 121.35 feet;
South 40 degrees 27 minutes 44 seconds East, 134.69 feet;
South 18 degrees 26 minutes 06 seconds West, 19.06 feet;
South 25 degrees 12 minutes 04 seconds East, 113.26 feet;
South 41 degrees 38 minutes 01 seconds East, 108.88 feet;
South 11 degrees 18 minutes 35 seconds West, 46.11 feet;
South 30 degrees 57 minutes 50 seconds West, 35.15 feet;

South, 108.50 feet;
South 32 degrees 44 minutes 07 seconds East, 50.16 feet;
South, 48.22 feet;
South 36 degrees 52 minutes 12 seconds East, 90.42 feet;

thence leaving said centerline, South 46 degrees 19 minutes 56 seconds East, 366.67 feet, to the centerline of a truck road commonly known as the R-7-2 Road on Green Diamond Resource Company maps;

thence Northerly along said centerline of truck road the following courses:

North 43 degrees 05 minutes 27 seconds East, 127.95 feet;
North 42 degrees 47 minutes 51 seconds East, 110.91 feet;
North 43 degrees 31 minutes 52 seconds East, 83.15 feet;
North 12 degrees 31 minutes 43 seconds East, 111.15 feet;
North 19 degrees 05 minutes 37 seconds East, 82.93 feet, to the intersection with a truck road commonly known as the R-7 Road on Green Diamond Resource Company maps;

thence Southerly along said centerline of truck road the following courses:

South 63 degrees 26 minutes 05 seconds East, 40.44 feet;
South 87 degrees 03 minutes 52 seconds East, 117.70 feet;
South 64 degrees 17 minutes 24 seconds East, 180.64 feet;
South 35 degrees 40 minutes 35 seconds East, 144.70 feet;
South 08 degrees 52 minutes 50 seconds East, 97.62 feet;
South 22 degrees 37 minutes 11 seconds West, 117.55 feet;
South 44 degrees 14 minutes 10 seconds West, 159.86 feet;
South 31 degrees 13 minutes 06 seconds West, 116.30 feet;
South 22 degrees 20 minutes 53 seconds West, 293.29 feet;
South 01 degrees 39 minutes 37 seconds East, 208.06 feet;
South 05 degrees 11 minutes 40 seconds West, 166.46 feet;
South 12 degrees 02 minutes 33 seconds West, 231.14 feet;
South 04 degrees 23 minutes 55 seconds East, 78.60 feet;
South 33 degrees 41 minutes 24 seconds East, 97.81 feet;
South 43 degrees 01 minutes 31 seconds East, 61.84 feet;
South 14 degrees 13 minutes 34 seconds East, 220.77 feet;
South 11 degrees 53 minutes 19 seconds East, 58.52 feet;
South 41 degrees 11 minutes 09 seconds East, 64.08 feet;
South 59 degrees 02 minutes 10 seconds East, 70.30 feet;
South 19 degrees 05 minutes 37 seconds East, 248.78 feet;
South 30 degrees 31 minutes 47 seconds East, 136.47 feet;
South 00 degrees 57 minutes 17 seconds East, 180.87 feet;
South 13 degrees 03 minutes 19 seconds West, 213.49 feet;
South 65 degrees 33 minutes 22 seconds West, 72.84 feet;
North 78 degrees 18 minutes 39 seconds West, 89.26 feet;
North 65 degrees 55 minutes 28 seconds West, 310.31 feet;
North 86 degrees 59 minutes 14 seconds West, 114.69 feet;
West, 129.60 feet;
South 61 degrees 33 minutes 26 seconds West, 82.27 feet;
South 02 degrees 02 minutes 43 seconds West, 168.89 feet;
South 25 degrees 06 minutes 54 seconds West, 106.52 feet;
South 21 degrees 35 minutes 43 seconds West, 155.60 feet;
South 32 degrees 13 minutes 44 seconds West, 163.90 feet;
South 23 degrees 11 minutes 55 seconds West, 160.68 feet;
South 12 degrees 31 minutes 44 seconds West, 111.15 feet;

South 21 degrees 02 minutes 15 seconds East, 83.96 feet;
South 46 degrees 32 minutes 54 seconds East, 78.88 feet;
South 22 degrees 37 minutes 11 seconds East, 117.55 feet;
South, 63.29 feet;
South 17 degrees 33 minutes 37 seconds West, 499.49 feet;
South 55 degrees 00 minutes 29 seconds West, 183.95 feet;
South 61 degrees 23 minutes 22 seconds West, 75.53 feet;
South 47 degrees 56 minutes 08 seconds West, 84.49 feet, to the intersection of said truck road and an unnamed creek;

thence Northwesterly and upstream along the centerline of said unnamed creek the following courses:

North 27 degrees 07 minutes 57 seconds West, 76.14 feet;
North 07 degrees 39 minutes 10 seconds East, 166.51 feet;
North 21 degrees 46 minutes 58 seconds West, 46.41 feet;
North 32 degrees 28 minutes 01 seconds West, 39.84 feet;
North 01 degrees 03 minutes 11 seconds East, 41.79 feet;
North 37 degrees 54 minutes 48 seconds East, 23.25 feet;
North 04 degrees 31 minutes 23 seconds East, 11.77 feet;
North 26 degrees 27 minutes 58 seconds West, 42.20 feet;
North 01 degrees 47 minutes 30 seconds West, 19.89 feet;
North 12 degrees 08 minutes 01 seconds West, 21.70 feet;
North 65 degrees 53 minutes 59 seconds West, 21.34 feet;
North 51 degrees 04 minutes 20 seconds West, 35.35 feet;
North 71 degrees 40 minutes 24 seconds West, 21.07 feet;
North 27 degrees 09 minutes 21 seconds West, 38.81 feet;
North 73 degrees 01 minutes 31 seconds West, 30.94 feet;
North 45 degrees 25 minutes 55 seconds West, 18.20 feet;
North 87 degrees 22 minutes 09 seconds West, 25.23 feet;
North 69 degrees 10 minutes 25 seconds West, 23.00 feet;
North 85 degrees 23 minutes 45 seconds West, 22.78 feet;
North 59 degrees 36 minutes 10 seconds West, 21.35 feet;
North 52 degrees 15 minutes 46 seconds West, 55.39 feet;
North 58 degrees 09 minutes 16 seconds West, 80.86 feet;
North 77 degrees 17 minutes 16 seconds West, 18.51 feet;
North 53 degrees 13 minutes 03 seconds West, 52.52 feet;
North 57 degrees 06 minutes 04 seconds West, 101.20 feet;
North 84 degrees 54 minutes 48 seconds West, 30.20 feet;
North 60 degrees 06 minutes 10 seconds West, 60.16 feet;
North 89 degrees 27 minutes 18 seconds West, 18.19 feet;
North 69 degrees 36 minutes 03 seconds West, 24.98 feet;
North 85 degrees 50 minutes 58 seconds West, 27.58 feet;
South 69 degrees 02 minutes 14 seconds West, 25.67 feet;
South 52 degrees 44 minutes 25 seconds West, 29.95 feet;
South 76 degrees 15 minutes 08 seconds West, 32.09 feet;
South 43 degrees 44 minutes 19 seconds West, 40.15 feet;
South 80 degrees 13 minutes 30 seconds West, 46.96 feet;
South 39 degrees 48 minutes 03 seconds West, 74.01 feet;
South 71 degrees 22 minutes 05 seconds West, 123.20 feet;
South 34 degrees 52 minutes 07 seconds West, 121.54 feet;
South 56 degrees 37 minutes 55 seconds West, 65.47 feet;
South 82 degrees 47 minutes 05 seconds West, 34.82 feet;
South 45 degrees 29 minutes 20 seconds West, 87.27 feet;

South 69 degrees 31 minutes 30 seconds West, 55.48 feet;
South 43 degrees 35 minutes 53 seconds West, 34.05 feet;
South 04 degrees 44 minutes 24 seconds West, 23.63 feet;
North 33 degrees 16 minutes 33 seconds West, 27.28 feet;
North 69 degrees 08 minutes 58 seconds West, 31.34 feet;
North 51 degrees 55 minutes 42 seconds West, 44.27 feet;
North 34 degrees 59 minutes 04 seconds West, 106.41 feet;
North 48 degrees 09 minutes 23 seconds West, 133.53 feet;
North 46 degrees 27 minutes 10 seconds West, 137.24 feet;
North 58 degrees 58 minutes 49 seconds West, 56.77 feet;
North 46 degrees 39 minutes 30 seconds West, 141.57 feet;
North 73 degrees 25 minutes 02 seconds West, 55.92 feet;
North 28 degrees 24 minutes 28 seconds West, 44.46 feet;
North 53 degrees 07 minutes 44 seconds West, 62.29 feet;
North 15 degrees 13 minutes 57 seconds West, 84.27 feet;
North 07 degrees 48 minutes 27 seconds East, 83.71 feet;
North 42 degrees 53 minutes 58 seconds West, 136.93 feet;
North 19 degrees 43 minutes 23 seconds West, 11.94 feet, more or less, to the North
line of the Southeast Quarter of Section 14;

thence Easterly along said North line, South 87 degrees 33 minutes 05 seconds East, 1150.25 feet, more or less, to the Quarter Corner between Sections 13 and 14, as said corner is shown on Book 71 of Surveys, pages 44 through 50, Humboldt County Records;

thence Northerly along the section line between Sections 13 and 14, North 01 degrees 22 minutes 08 seconds East, 2636.43 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed by Louisiana-Pacific Corporation, a Delaware corporation, to Arvilla L. Rost recorded August 1, 1973 at Book 1201 of Official Records, Page 541, Humboldt County Records.

ALSO EXCEPTING THEREFROM that portion of the Northwest Quarter of said Section 13 described in the deed to Humboldt Community Services District recorded June 4, 2015 as Instrument No. 2015-010688-3.

Note, it is the intent that the legal boundary of parcels described herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed. It is also the intent that the legal boundary of parcels described herein as "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and road.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

A portion of the above described lands being shown as Parcel C on the Record of Survey filed in Book 73 of Surveys, pages 58 through 62, Humboldt County Records.

PARCEL TWO

A non-exclusive easement for ingress, egress and utilities over and across a strip of land 50 feet in width the centerline of which is the centerline of the existing roads known as the R-Line Road system which runs from the southerly line of Parcel One above, southeasterly and thence northerly to the public road know as Harris Street.

PARCEL THREE

Easement Rights as contained in and subject to the terms of that certain document entitled "Reciprocal Access Easement" dated: August 20, 2014 and executed by and between Green Diamond Resource Company, a Washington corporation and Humboldt County, a political subdivision of the State of California, recorded August 21, 2014 as Instrument No. 2014-014703-54 Humboldt County Official Records.

Exhibit B

Recording Requested by:

HUMBOLDT COUNTY
BOARD OF SUPERVISORS
Eureka, California

(this space for Recorder's Use Only)

Return To:

Clerk of the Board
County Courthouse
Room 111
(Recorded without fee under GCS 27383)

Documentary Transfer Tax: No transfer tax due: This conveyance transfers an interest in real property to a tax exempt public entity, whose written acceptance of said interest appears herewith. R. & T. Code, § 11922

GRANT DEED
McKay Tract Community Forest (Phase 2)
Humboldt County

Assessor Parcel Number: 303-012-029

For valuable consideration, receipt of which is acknowledged, GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("**Grantor**"), hereby grants to the COUNTY OF HUMBOLDT, a political subdivision of the State of California ("**Grantee**"), the real property in the County of Humboldt, State of California, described in Exhibit A attached hereto and made a part hereof (the "**Property**").

TOGETHER WITH all of the right, title, and interest in all minerals and mineral rights of every name, nature, kind and description including coal, oil, gas, petroleum and the products thereof and to the geothermal rights which are owned by GRANTOR and which are upon or appurtenant to said land.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This conveyance is an AS-IS transaction and is also subject to all other matters appearing of record or known to Grantee that can be ascertained by an inspection of said Property and is made without any warranty expressed or implied as to the suitability of said Property for any purpose.

This Property was purchased in part or in whole with grant funds provided by the State of California under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). The burdened Property currently consists of approximately 197 acres of

redwood forest in the Ryan Creek watershed adjacent to the City of Eureka and is more particularly described as Assessor Parcel Number 303-012-029. Grantee desires and intends that, in order to provide public benefit and meet the terms of the funding, the burdened Property shall be used for purposes consistent with funding.

The restrictions imposed on the burdened Property shall run with the land and pass with each and every portion of the Property and shall apply to and bind the respective successors in interest. Use of the burdened Property shall exclusively be for public access and recreation, sustainable timber harvest, and watershed and resource conservation.

The Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting by and through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld, as the purposes for which the funding was awarded are expressly assumed by the purchaser as part of the purchase agreement and prior to the close of escrow.

Responsibilities to maintain and operate the Property in accordance with these restrictions may be assigned only upon the written approval of the State, acting by and through the Natural Resources Agency or its successor in interest.

Obligations for operation and maintenance of the burdened Property may be excused only upon the written approval of the State, acting by and through the Natural Resources Agency or its successor in interest, and only for good cause. Good cause includes, but is not limited to, natural disasters that destroy the Property improvements and render the project obsolete or impracticable to rebuild. Good cause shall not include more expedient or economically beneficial development.

The grantee shall not use or allow the use of any portion of the real Property for mitigation without the written permission of the State, acting by and through the Natural Resources Agency or its successor in interest.

The grantee shall not use or allow the use of any portion of the real Property as security for any debt.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed.

Dated: _____

GRANTOR:
GREEN DIAMOND RESOURCE
COMPANY, a Washington corporation

By: _____

Title: _____

Acknowledgement Attached

By: _____

Title: _____

Acknowledgement Attached

EXHIBIT A TO GRANT DEED

Humboldt County Community Forest – McKay Tract (Phase 2)

PARCEL ONE

Those portions of the Sections 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

BEGINNING at the corner common to Sections 11, 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, which is monumented with a 2 ½" brass cap on a 1" galvanized iron pipe set per Book 48 of Surveys, Page 95, being the TRUE POINT OF BEGINNING;

thence along the Section line common to Sections 11 and 12, North 01 degrees 55 minutes 47 seconds East, 1198.08 feet, to the intersection of said Section line and the centerline of Henderson Gulch;

thence downstream along the centerline of Henderson Gulch the following courses:

North 16 degrees 11 minutes 21 seconds East, 44.07 feet;
North 13 degrees 26 minutes 55 seconds East, 142.55 feet;
North 06 degrees 20 minutes 25 seconds West, 109.17 feet;
North 04 degrees 05 minutes 08 seconds East, 42.30 feet;
North 28 degrees 36 minutes 38 seconds East, 37.77 feet;
North, 66.31 feet;

North 20 degrees 10 minutes 14 seconds East, 157.34 feet;
North 08 degrees 07 minutes 49 seconds West, 42.62 feet;
North 31 degrees 40 minutes 32 seconds East, 166.46 feet;
North 04 degrees 23 minutes 55 seconds East, 39.30 feet;
North 53 degrees 44 minutes 46 seconds East, 56.06 feet;
North 10 degrees 47 minutes 04 seconds East, 64.43 feet;

North 32 degrees 16 minutes 32 seconds East, 67.73 feet, to the confluence of Henderson Gulch and an unnamed fork of Henderson Gulch;

thence Southerly and upstream along the centerline of the unnamed fork of Henderson Gulch the following courses:

South 36 degrees 52 minutes 11 seconds East, 30.14 feet;
South 75 degrees 31 minutes 47 seconds East, 96.50 feet;
South 54 degrees 12 minutes 40 seconds East, 159.77 feet;
South 70 degrees 54 minutes 23 seconds East, 82.93 feet;
South 31 degrees 47 minutes 56 seconds East, 177.32 feet;
South 34 degrees 59 minutes 31 seconds East, 183.95 feet;
South 19 degrees 30 minutes 09 seconds East, 153.48 feet;
South 05 degrees 31 minutes 39 seconds East, 187.74 feet;
South 14 degrees 22 minutes 53 seconds East, 121.35 feet;
South 40 degrees 27 minutes 44 seconds East, 134.69 feet;
South 18 degrees 26 minutes 06 seconds West, 19.06 feet;
South 25 degrees 12 minutes 04 seconds East, 113.26 feet;
South 41 degrees 38 minutes 01 seconds East, 108.88 feet;
South 11 degrees 18 minutes 35 seconds West, 46.11 feet;
South 30 degrees 57 minutes 50 seconds West, 35.15 feet;

South, 108.50 feet;
South 32 degrees 44 minutes 07 seconds East, 50.16 feet;
South, 48.22 feet;
South 36 degrees 52 minutes 12 seconds East, 90.42 feet;

thence leaving said centerline, South 46 degrees 19 minutes 56 seconds East, 366.67 feet, to the centerline of a truck road commonly known as the R-7-2 Road on Green Diamond Resource Company maps;

thence Northerly along said centerline of truck road the following courses:

North 43 degrees 05 minutes 27 seconds East, 127.95 feet;
North 42 degrees 47 minutes 51 seconds East, 110.91 feet;
North 43 degrees 31 minutes 52 seconds East, 83.15 feet;
North 12 degrees 31 minutes 43 seconds East, 111.15 feet;
North 19 degrees 05 minutes 37 seconds East, 82.93 feet, to the intersection with a truck road commonly known as the R-7 Road on Green Diamond Resource Company maps;

thence Southerly along said centerline of truck road the following courses:

South 63 degrees 26 minutes 05 seconds East, 40.44 feet;
South 87 degrees 03 minutes 52 seconds East, 117.70 feet;
South 64 degrees 17 minutes 24 seconds East, 180.64 feet;
South 35 degrees 40 minutes 35 seconds East, 144.70 feet;
South 08 degrees 52 minutes 50 seconds East, 97.62 feet;
South 22 degrees 37 minutes 11 seconds West, 117.55 feet;
South 44 degrees 14 minutes 10 seconds West, 159.86 feet;
South 31 degrees 13 minutes 06 seconds West, 116.30 feet;
South 22 degrees 20 minutes 53 seconds West, 293.29 feet;
South 01 degrees 39 minutes 37 seconds East, 208.06 feet;
South 05 degrees 11 minutes 40 seconds West, 166.46 feet;
South 12 degrees 02 minutes 33 seconds West, 231.14 feet;
South 04 degrees 23 minutes 55 seconds East, 78.60 feet;
South 33 degrees 41 minutes 24 seconds East, 97.81 feet;
South 43 degrees 01 minutes 31 seconds East, 61.84 feet;
South 14 degrees 13 minutes 34 seconds East, 220.77 feet;
South 11 degrees 53 minutes 19 seconds East, 58.52 feet;
South 41 degrees 11 minutes 09 seconds East, 64.08 feet;
South 59 degrees 02 minutes 10 seconds East, 70.30 feet;
South 19 degrees 05 minutes 37 seconds East, 248.78 feet;
South 30 degrees 31 minutes 47 seconds East, 136.47 feet;
South 00 degrees 57 minutes 17 seconds East, 180.87 feet;
South 13 degrees 03 minutes 19 seconds West, 213.49 feet;
South 65 degrees 33 minutes 22 seconds West, 72.84 feet;
North 78 degrees 18 minutes 39 seconds West, 89.26 feet;
North 65 degrees 55 minutes 28 seconds West, 310.31 feet;
North 86 degrees 59 minutes 14 seconds West, 114.69 feet;
West, 129.60 feet;
South 61 degrees 33 minutes 26 seconds West, 82.27 feet;
South 02 degrees 02 minutes 43 seconds West, 168.89 feet;
South 25 degrees 06 minutes 54 seconds West, 106.52 feet;
South 21 degrees 35 minutes 43 seconds West, 155.60 feet;
South 32 degrees 13 minutes 44 seconds West, 163.90 feet;
South 23 degrees 11 minutes 55 seconds West, 160.68 feet;
South 12 degrees 31 minutes 44 seconds West, 111.15 feet;

South 21 degrees 02 minutes 15 seconds East, 83.96 feet;
South 46 degrees 32 minutes 54 seconds East, 78.88 feet;
South 22 degrees 37 minutes 11 seconds East, 117.55 feet;
South, 63.29 feet;
South 17 degrees 33 minutes 37 seconds West, 499.49 feet;
South 55 degrees 00 minutes 29 seconds West, 183.95 feet;
South 61 degrees 23 minutes 22 seconds West, 75.53 feet;
South 47 degrees 56 minutes 08 seconds West, 84.49 feet, to the intersection of said truck road and an unnamed creek;

thence Northwesterly and upstream along the centerline of said unnamed creek the following courses:

North 27 degrees 07 minutes 57 seconds West, 76.14 feet;
North 07 degrees 39 minutes 10 seconds East, 166.51 feet;
North 21 degrees 46 minutes 58 seconds West, 46.41 feet;
North 32 degrees 28 minutes 01 seconds West, 39.84 feet;
North 01 degrees 03 minutes 11 seconds East, 41.79 feet;
North 37 degrees 54 minutes 48 seconds East, 23.25 feet;
North 04 degrees 31 minutes 23 seconds East, 11.77 feet;
North 26 degrees 27 minutes 58 seconds West, 42.20 feet;
North 01 degrees 47 minutes 30 seconds West, 19.89 feet;
North 12 degrees 08 minutes 01 seconds West, 21.70 feet;
North 65 degrees 53 minutes 59 seconds West, 21.34 feet;
North 51 degrees 04 minutes 20 seconds West, 35.35 feet;
North 71 degrees 40 minutes 24 seconds West, 21.07 feet;
North 27 degrees 09 minutes 21 seconds West, 38.81 feet;
North 73 degrees 01 minutes 31 seconds West, 30.94 feet;
North 45 degrees 25 minutes 55 seconds West, 18.20 feet;
North 87 degrees 22 minutes 09 seconds West, 25.23 feet;
North 69 degrees 10 minutes 25 seconds West, 23.00 feet;
North 85 degrees 23 minutes 45 seconds West, 22.78 feet;
North 59 degrees 36 minutes 10 seconds West, 21.35 feet;
North 52 degrees 15 minutes 46 seconds West, 55.39 feet;
North 58 degrees 09 minutes 16 seconds West, 80.86 feet;
North 77 degrees 17 minutes 16 seconds West, 18.51 feet;
North 53 degrees 13 minutes 03 seconds West, 52.52 feet;
North 57 degrees 06 minutes 04 seconds West, 101.20 feet;
North 84 degrees 54 minutes 48 seconds West, 30.20 feet;
North 60 degrees 06 minutes 10 seconds West, 60.16 feet;
North 89 degrees 27 minutes 18 seconds West, 18.19 feet;
North 69 degrees 36 minutes 03 seconds West, 24.98 feet;
North 85 degrees 50 minutes 58 seconds West, 27.58 feet;
South 69 degrees 02 minutes 14 seconds West, 25.67 feet;
South 52 degrees 44 minutes 25 seconds West, 29.95 feet;
South 76 degrees 15 minutes 08 seconds West, 32.09 feet;
South 43 degrees 44 minutes 19 seconds West, 40.15 feet;
South 80 degrees 13 minutes 30 seconds West, 46.96 feet;
South 39 degrees 48 minutes 03 seconds West, 74.01 feet;
South 71 degrees 22 minutes 05 seconds West, 123.20 feet;
South 34 degrees 52 minutes 07 seconds West, 121.54 feet;
South 56 degrees 37 minutes 55 seconds West, 65.47 feet;
South 82 degrees 47 minutes 05 seconds West, 34.82 feet;
South 45 degrees 29 minutes 20 seconds West, 87.27 feet;

South 69 degrees 31 minutes 30 seconds West, 55.48 feet;
South 43 degrees 35 minutes 53 seconds West, 34.05 feet;
South 04 degrees 44 minutes 24 seconds West, 23.63 feet;
North 33 degrees 16 minutes 33 seconds West, 27.28 feet;
North 69 degrees 08 minutes 58 seconds West, 31.34 feet;
North 51 degrees 55 minutes 42 seconds West, 44.27 feet;
North 34 degrees 59 minutes 04 seconds West, 106.41 feet;
North 48 degrees 09 minutes 23 seconds West, 133.53 feet;
North 46 degrees 27 minutes 10 seconds West, 137.24 feet;
North 58 degrees 58 minutes 49 seconds West, 56.77 feet;
North 46 degrees 39 minutes 30 seconds West, 141.57 feet;
North 73 degrees 25 minutes 02 seconds West, 55.92 feet;
North 28 degrees 24 minutes 28 seconds West, 44.46 feet;
North 53 degrees 07 minutes 44 seconds West, 62.29 feet;
North 15 degrees 13 minutes 57 seconds West, 84.27 feet;
North 07 degrees 48 minutes 27 seconds East, 83.71 feet;
North 42 degrees 53 minutes 58 seconds West, 136.93 feet;
North 19 degrees 43 minutes 23 seconds West, 11.94 feet, more or less, to the North

line of the Southeast Quarter of Section 14;

thence Easterly along said North line, South 87 degrees 33 minutes 05 seconds East, 1150.25 feet, more or less, to the Quarter Corner between Sections 13 and 14, as said corner is shown on Book 71 of Surveys, pages 44 through 50, Humboldt County Records;

thence Northerly along the section line between Sections 13 and 14, North 01 degrees 22 minutes 08 seconds East, 2636.43 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed by Louisiana-Pacific Corporation, a Delaware corporation, to Arvilla L. Rost recorded August 1, 1973 at Book 1201 of Official Records, Page 541, Humboldt County Records.

ALSO EXCEPTING THEREFROM that portion of the Northwest Quarter of said Section 13 described in the deed to Humboldt Community Services District recorded June 4, 2015 as Instrument No. 2015-010688-3.

Note, it is the intent that the legal boundary of parcels described herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed. It is also the intent that the legal boundary of parcels described herein as "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and road.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

A portion of the above described lands being shown as Parcel C on the Record of Survey filed in Book 73 of Surveys, pages 58 through 62, Humboldt County Records.

PARCEL TWO

A non-exclusive easement for ingress, egress and utilities over and across a strip of land 50 feet in width the centerline of which is the centerline of the existing roads known as the R-Line Road system which runs from the southerly line of Parcel One above, southeasterly and thence northerly to the public road know as Harris Street.

PARCEL THREE

Easement Rights as contained in and subject to the terms of that certain document entitled "Reciprocal Access Easement" dated: August 20, 2014 and executed by and between Green Diamond Resource Company, a Washington corporation and Humboldt County, a political subdivision of the State of California, recorded August 21, 2014 as Instrument No. 2014-014703-54 Humboldt County Official Records.

EXHIBIT C

Form of Non-foreign Affidavit

CERTIFICATION BY ENTITY TRANSFEROR
THAT IS NOT A FOREIGN CORPORATION,
PARTNERSHIP, TRUST OR ESTATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign corporation, partnership, trust or estate. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**Transferor**"), the undersigned hereby certifies the following, on behalf of Transferor:

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. The U.S. employer identification number of Transferor is 23-7222333; and
- c. Transferor's office address is: 101 Montgomery Street, Suite 900, San Francisco, CA 94104

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete.

Dated: _____, 20__.

TRANSFEROR:

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

By: _____
Gordon J. Okawa, Counsel

EXHIBIT D

Landowner-provided Information

Documents Mentioned in the Legal Description	
71-R/S-44	Record of Survey
Instr. No. 1201-OR-1541	Presumed Boundary Correction Deed
Instr. No. 2015-010688	Grant Deed to Humboldt Community Services District: Ridgewood Tank Property
73-R/S-58	Record of Survey
Instr. No. 2014-014703	Reciprocal Access Easement with the County of Humboldt
Documents listed as Exceptions to Title	
5-R/S-60	(Exc. 4) Record of Survey
40-R/S-77	(Exc. 4) Record of Survey
45-R/S-60	(Exc. 4) Record of Survey
53-R/S-111	(Exc. 4) Record of Survey
55-R/S-60	(Exc. 4) Record of Survey
59-R/S-41	(Exc. 4) Record of Survey
65-R/S-9	(Exc. 4) Record of Survey
69-R/S-87	(Exc. 4) Record of Survey
70-R/S-57	(Exc. 4) Record of Survey
71-R/S-44, 126	(Exc. 4) Record of Survey
73-R/S-58	(Exc. 4) Record of Survey
Instr. No. 1670-817	(Exc. 5) Agreement concerning real property with the Humboldt Community Services District (water tank)
Instr. No. 1693-643	(Exc. 5) Agreement concerning real property with the Humboldt Community Services District (water tank)
Instr. No. 2001-1694	(Exc. 6) Simpson Timber to C.F. Nelson Inc. (permanent non-exclusive drainage easement) executed 6/23/2000
Instr. No. 2002-43564	(Exc. 7) American AgCredit Deed of Trust
Instr. No. 2007-802	(Exc. 7) Modification to Deed of Trust
Instr. No. 2013-10238	(Exc. 7) Substitution of Trustee
Instr. No. 2013-10238	(Exc. 7) Agreement to Modify Deed of Trust
Instr. No. 2013-18146	(Exc. 7) Agreement to Modify Deed of Trust
Instr. No. 2014-016955	(Exc. 7) Agreement to Modify Deed of Trust
Instr. No. 2018-018794	(Exc. 7) Agreement to Modify Deed of Trust

Instr. No. 2013-10239	(Exc. 8) Financing Statement
Instr. No. 2018-000223	(Exc. 8) Change in Financing Statement
Instr. No. 2014-014703	(Exc. 9) Reciprocal Access Easement with the County of Humboldt
Instr. No. 2014-021410	(Exc. 10) Certificate of Subdivision Compliance
Instr. No. 2015-010689	(Exc. 11) Access Easement Agreement with Humboldt Community Services District
Instr. No. 2018-002075	(Exc. 12) Notice of Lot Line Adjustment and Certificate of Subdivision Compliance
Instr. No. 2018-002076	(Exc. 13) Declaration of Covenants, Conditions and Restrictions Implementing Joint Timber Management Plan and Guide

EXHIBIT E

After Recording, Return To:

Green Diamond Resource Company

Attn: Administrative Forester

P.O. Box 68

Korbel, CA 95550

Space above reserved for recorder

AMENDMENT TO RECIPROCAL ACCESS EASEMENT

This Amendment to Reciprocal Access Easement (the “Amendment to Easement”), is made effective as of _____, 2020, by and between Green Diamond Resource Company, a Washington corporation, (“Green Diamond”) and Humboldt County, a political subdivision of the State of California (the “County”). Green Diamond and the County are collectively referred to herein as “Parties.”

RECITALS

A. Green Diamond conveyed 1,002 acres to the County via that certain Grant Deed recorded on August 21, 2014 in the Official Records of Humboldt County, California under No. 2014-014702-19 (and as described as “Humboldt County Community Forest- McKay Tract (Phase 1)” in Exhibit B attached hereto).

B. Green Diamond and the County reserved easements in that certain Reciprocal Access Easement recorded on August 21, 2014 in the Official Records of Humboldt County, California under No. 2014-014703-54 (the “Original Easement”).

C. Green Diamond has conveyed to the County certain lands and premises situated in the County of Humboldt, State of California (and as described as “Humboldt County Community Forest – McKay Tract (Phase 2)” in Exhibit B attached hereto).

D. The Parties hereby desire to amend Section 1(a)(ii), Section 1(b)(ii) and Section 10 and replace the exhibits attached to the Original Easement.

AGREEMENT

In consideration of the mutual covenants and provisions contained in the Original Easement and herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used in this Amendment to Easement shall have the same meanings as such terms are given in the Original Easement.
2. The Original Easement is hereby amended to: (a) replace Exhibits A, B, C, C-1, D and E with the attached exhibits.
3. The Original Easement is hereby amended to replace the first sentence in Section 1(a)(ii) with, "Limited access to that portion of the Green Diamond Property that shares a boundary with the County Property and is not more than 300 feet (as shown in Exhibit E) from the boundary between the Green Diamond Property and the County Property, shown as the Green Diamond Boundary Mgmt. Area" in Exhibit E hereto (the "Green Diamond Boundary Management Area").
4. The Original Easement is hereby amended to replace the first sentence in Section 1(b)(ii) with, "Limited access to that portion of the County Property that shares a boundary with the Green Diamond Property and is not more than 300 feet (as shown in Exhibit E) from the boundary between the Green Diamond Property and the County Property, shown as the County Boundary Mgmt. Area" in Exhibit E hereto (the "County Boundary Management Area").
5. The Original Easement is hereby amended to replace Section 10 thereof in its entirety with the following:

"10. INSURANCE. All liability policies will be purchased at each Grantee's expense. Policies of insurance will be issued in a form and by an insurance company with Best's Key Rating Guide or A- or better with a financial size rating of at least VIII, or as deemed acceptable by each Grantor and with minimum limits as indicated below:

(a) Workers' Compensation (Statutory amount) and Employer's Liability of \$1,000,000, if applicable and required by law.

(b) Commercial General Liability Comprehensive Liability/Contractor's Liability insurance with minimum limits of \$1,000,000 each occurrence; \$2,000,000 in the aggregate for Bodily Injury, Property Damage, Personal Injury and Advertising Injury, Contractual Liability, Products and Completed Operation. The policy shall provide Cross Liability/Separation of Insureds and Pollution arising out of heat, smoke or fumes from hostile fires. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse or Underground). Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, Contractors' insurance shall apply as if

each Named Insured were the only Named Insured; and separately to each insured against whom claim is made or suit is brought. The aggregate limit required under this Agreement shall be on a per project basis.

(c) Business Automobile Liability insurance covering owned, non-owned, hired, leased and other vehicles (“any auto”), with a combined single limit of \$1,000,000 for Bodily Injury, Death, and Property Damage per occurrence.

(d) The policies specified in (b) and (c) above shall include an endorsement that shall name GREEN DIAMOND RESOURCE COMPANY, and each Grantor, and, if different, the landowner as an additional insured on a primary basis for the duration of the Agreement term. The additional insured endorsement must be ISO CG 20 10 10 01 (as amended from time to time or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

(e) Each Grantee shall provide each Grantor with 30-days written notice prior to cancellation or other material modification in the policy affecting the requirements in this Agreement. No such cancellation or modification shall affect each Grantee’s obligation to maintain the insurance coverage required by this Agreement.

(f) All liability coverage must be on an “occurrence” basis as opposed to “claims made.”

(g) Each Grantee hereby waives any subrogation claim against each Grantor by its insurers under the policies specified in subsections A, B and C above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in subsections (a), (b), and (c) above shall include an endorsement allowing this waiver of subrogation claims

(h) All insurance shall be in a form sufficient to protect each Grantor and each Grantee’s contractors to the extent they are involved in the Agreement and each Grantor against the claims of third persons, and to cover claims by each Grantor against each Grantee for which the Grantee has assumed liability under this Agreement.

(i) Prior to commencement of operations, each Grantee shall furnish each Grantor a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a

form acceptable to each Grantor and containing a representation that coverage of the types listed above is provided with the required limits. Each Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificates for Green Diamond Resource Company shall be sent to Green Diamond Resource Company via email only at: COI@greendiamond.com.

(j) With respect to the requirements under this Section 10, each Grantee shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policies.”

6. Except as expressly modified herein, the terms and provisions of the Original Easement remain in full force and effect.

7. The persons who have executed this Amendment to Easement represent and warrant that they are duly authorized to execute this Amendment to Easement in their individual or representative capacity as indicated.

SIGNATURES CONTINUED ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Amendment to Easement as of the date written above.

HUMBOLDT COUNTY:

**HUMBOLDT COUNTY,
a political subdivision of the State of California**

By: _____

Name: _____

Title: Public Works Director

Date: _____

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 _____, 2020, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that

he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument of the entity upon behalf of which the person 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)

IN WITNESS WHEREOF, the parties have executed this Amendment to Easement as of the date written above.

GREEN DIAMOND:

**GREEN DIAMOND RESOURCE COMPANY,
a Washington corporation**

By: _____

Name: Douglas S. Reed

Title: President

Date: _____

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 WASHINGTON)

COUNTY OF KING)

On _____, 2020, before me, _____, a Notary Public in and for said County and State, personally appeared Douglas S. Reed, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument of the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Green Diamond Property

TRACT A

Parcel 1:

The North Half of the Northeast Quarter and North Half of the Northwest Quarter of Section 25, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 2:

The Northeast Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 3:

The South Half of the South Half of Section 24 and the South Half of the Southeast Quarter of Section 23, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 4:

The North Half of Section 24, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 5:

The North Half of the Southeast Quarter and the North Half of the Southwest Quarter of Section 24, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 6:

The North Half of the Southeast Quarter of Section 23, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 7:

INTENTIONALLY OMITTED

Parcel 8:

The Northwest Quarter of Section 12, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM all that portion thereof described in the deed to the County of Humboldt, a political subdivision of the State of California recorded August 21, 2014 as Instrument No. 2014-014702-19, Humboldt County Official Records.

Parcel 9:

The Northeast Quarter of Section 12, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM all that portion thereof described in the deed to the County of Humboldt, a

political subdivision of the State of California recorded August 21, 2014 as Instrument No. 2014-014702-19, Humboldt County Official Records.

Parcel 10:

The Southeast Quarter of Section 1, Township 4 North, Range 1 West, Humboldt Meridian.

Parcel 11:

INTENTIONALLY OMITTED

Parcel 12:

INTENTIONALLY OMITTED

Parcel 13:

The Southwest fractional Quarter of Section 18, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 14:

The Southeast Quarter of Section 18, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 15:

The Northeast Quarter of Section 18, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 16:

The Northwest fractional Quarter of Section 18, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 17:

The Southeast Quarter of Section 7, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 18:

The Northwest fractional Quarter of Section 7, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 19:

Lot 6 of Section 6, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 20:

The Northwest Quarter of Section 8, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 21:

The Southwest Quarter of Section 8, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 22:

The Northwest Quarter of Section 17, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 23:

The Southwest Quarter of Section 17, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 24:

INTENTIONALLY OMITTED

Parcel 25:

The South Half of Section 12 and the North Half Quarter of Section 13, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM all that portion thereof described in the deed to the County of Humboldt, a political subdivision of the State of California recorded August 21, 2014 as Instrument No. 2014-014702-19, Humboldt County Official Records.

ALSO EXCEPTING THEREFROM that portion thereof lying within that certain Tract known as McKay Phase 2, described as follows:

Those portions of the Sections 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

BEGINNING at the corner common to Sections 11, 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, which is monumented with a 2 ½" brass cap on a 1" galvanized iron pipe set per Book 48 of Surveys, Page 95, being the TRUE POINT OF BEGINNING;

thence along the Section line common to Sections 11 and 12, North 01 degrees 55 minutes 47 seconds East, 1198.08 feet, to the intersection of said Section line and the centerline of Henderson Gulch;

thence downstream along the centerline of Henderson Gulch the following courses:

North 16 degrees 11 minutes 21 seconds East, 44.07 feet;
North 13 degrees 26 minutes 55 seconds East, 142.55 feet;
North 06 degrees 20 minutes 25 seconds West, 109.17 feet;
North 04 degrees 05 minutes 08 seconds East, 42.30 feet;
North 28 degrees 36 minutes 38 seconds East, 37.77 feet;
North, 66.31 feet;
North 20 degrees 10 minutes 14 seconds East, 157.34 feet;
North 08 degrees 07 minutes 49 seconds West, 42.62 feet;
North 31 degrees 40 minutes 32 seconds East, 166.46 feet;
North 04 degrees 23 minutes 55 seconds East, 39.30 feet;
North 53 degrees 44 minutes 46 seconds East, 56.06 feet;
North 10 degrees 47 minutes 04 seconds East, 64.43 feet;
North 32 degrees 16 minutes 32 seconds East, 67.73 feet, to the confluence of

Henderson Gulch and an unnamed fork of Henderson Gulch;

thence Southerly and upstream along the centerline of the unnamed fork of Henderson Gulch the following courses:

South 36 degrees 52 minutes 11 seconds East, 30.14 feet;

South 75 degrees 31 minutes 47 seconds East, 96.50 feet;
South 54 degrees 12 minutes 40 seconds East, 159.77 feet;
South 70 degrees 54 minutes 23 seconds East, 82.93 feet;
South 31 degrees 47 minutes 56 seconds East, 177.32 feet;
South 34 degrees 59 minutes 31 seconds East, 183.95 feet;
South 19 degrees 30 minutes 09 seconds East, 153.48 feet;
South 05 degrees 31 minutes 39 seconds East, 187.74 feet;
South 14 degrees 22 minutes 53 seconds East, 121.35 feet;
South 40 degrees 27 minutes 44 seconds East, 134.69 feet;
South 18 degrees 26 minutes 06 seconds West, 19.06 feet;
South 25 degrees 12 minutes 04 seconds East, 113.26 feet;
South 41 degrees 38 minutes 01 seconds East, 108.88 feet;
South 11 degrees 18 minutes 35 seconds West, 46.11 feet;
South 30 degrees 57 minutes 50 seconds West, 35.15 feet;
South, 108.50 feet;
South 32 degrees 44 minutes 07 seconds East, 50.16 feet;
South, 48.22 feet;
South 36 degrees 52 minutes 12 seconds East, 90.42 feet;

thence leaving said centerline, South 46 degrees 19 minutes 56 seconds East, 366.67 feet, to the centerline of a truck road commonly known as the R-7-2 Road on Green Diamond Resource Company maps;

thence Northerly along said centerline of truck road the following courses:

North 43 degrees 05 minutes 27 seconds East, 127.95 feet;
North 42 degrees 47 minutes 51 seconds East, 110.91 feet;
North 43 degrees 31 minutes 52 seconds East, 83.15 feet;
North 12 degrees 31 minutes 43 seconds East, 111.15 feet;
North 19 degrees 05 minutes 37 seconds East, 82.93 feet, to the intersection with a truck

road commonly known as the R-7 Road on Green Diamond Resource Company maps;

thence Southerly along said centerline of truck road the following courses:

South 63 degrees 26 minutes 05 seconds East, 40.44 feet;
South 87 degrees 03 minutes 52 seconds East, 117.70 feet;
South 64 degrees 17 minutes 24 seconds East, 180.64 feet;
South 35 degrees 40 minutes 35 seconds East, 144.70 feet;
South 08 degrees 52 minutes 50 seconds East, 97.62 feet;
South 22 degrees 37 minutes 11 seconds West, 117.55 feet;
South 44 degrees 14 minutes 10 seconds West, 159.86 feet;
South 31 degrees 13 minutes 06 seconds West, 116.30 feet;
South 22 degrees 20 minutes 53 seconds West, 293.29 feet;
South 01 degrees 39 minutes 37 seconds East, 208.06 feet;
South 05 degrees 11 minutes 40 seconds West, 166.46 feet;
South 12 degrees 02 minutes 33 seconds West, 231.14 feet;
South 04 degrees 23 minutes 55 seconds East, 78.60 feet;
South 33 degrees 41 minutes 24 seconds East, 97.81 feet;
South 43 degrees 01 minutes 31 seconds East, 61.84 feet;
South 14 degrees 13 minutes 34 seconds East, 220.77 feet;
South 11 degrees 53 minutes 19 seconds East, 58.52 feet;
South 41 degrees 11 minutes 09 seconds East, 64.08 feet;
South 59 degrees 02 minutes 10 seconds East, 70.30 feet;
South 19 degrees 05 minutes 37 seconds East, 248.78 feet;
South 30 degrees 31 minutes 47 seconds East, 136.47 feet;
South 00 degrees 57 minutes 17 seconds East, 180.87 feet;

South 13 degrees 03 minutes 19 seconds West, 213.49 feet;
South 65 degrees 33 minutes 22 seconds West, 72.84 feet;
North 78 degrees 18 minutes 39 seconds West, 89.26 feet;
North 65 degrees 55 minutes 28 seconds West, 310.31 feet;
North 86 degrees 59 minutes 14 seconds West, 114.69 feet;
West, 129.60 feet;
South 61 degrees 33 minutes 26 seconds West, 82.27 feet;
South 02 degrees 02 minutes 43 seconds West, 168.89 feet;
South 25 degrees 06 minutes 54 seconds West, 106.52 feet;
South 21 degrees 35 minutes 43 seconds West, 155.60 feet;
South 32 degrees 13 minutes 44 seconds West, 163.90 feet;
South 23 degrees 11 minutes 55 seconds West, 160.68 feet;
South 12 degrees 31 minutes 44 seconds West, 111.15 feet;
South 21 degrees 02 minutes 15 seconds East, 83.96 feet;
South 46 degrees 32 minutes 54 seconds East, 78.88 feet;
South 22 degrees 37 minutes 11 seconds East, 117.55 feet;
South, 63.29 feet;
South 17 degrees 33 minutes 37 seconds West, 499.49 feet;
South 55 degrees 00 minutes 29 seconds West, 183.95 feet;
South 61 degrees 23 minutes 22 seconds West, 75.53 feet;
South 47 degrees 56 minutes 08 seconds West, 84.49 feet, to the intersection of said

truck road and an unnamed creek;

thence Northwesterly and upstream along the centerline of said unnamed creek the following courses:

North 27 degrees 07 minutes 57 seconds West, 76.14 feet;
North 07 degrees 39 minutes 10 seconds East, 166.51 feet;
North 21 degrees 46 minutes 58 seconds West, 46.41 feet;
North 32 degrees 28 minutes 01 seconds West, 39.84 feet;
North 01 degrees 03 minutes 11 seconds East, 41.79 feet;
North 37 degrees 54 minutes 48 seconds East, 23.25 feet;
North 04 degrees 31 minutes 23 seconds East, 11.77 feet;
North 26 degrees 27 minutes 58 seconds West, 42.20 feet;
North 01 degrees 47 minutes 30 seconds West, 19.89 feet;
North 12 degrees 08 minutes 01 seconds West, 21.70 feet;
North 65 degrees 53 minutes 59 seconds West, 21.34 feet;
North 51 degrees 04 minutes 20 seconds West, 35.35 feet;
North 71 degrees 40 minutes 24 seconds West, 21.07 feet;
North 27 degrees 09 minutes 21 seconds West, 38.81 feet;
North 73 degrees 01 minutes 31 seconds West, 30.94 feet;
North 45 degrees 25 minutes 55 seconds West, 18.20 feet;
North 87 degrees 22 minutes 09 seconds West, 25.23 feet;
North 69 degrees 10 minutes 25 seconds West, 23.00 feet;
North 85 degrees 23 minutes 45 seconds West, 22.78 feet;
North 59 degrees 36 minutes 10 seconds West, 21.35 feet;
North 52 degrees 15 minutes 46 seconds West, 55.39 feet;
North 58 degrees 09 minutes 16 seconds West, 80.86 feet;
North 77 degrees 17 minutes 16 seconds West, 18.51 feet;
North 53 degrees 13 minutes 03 seconds West, 52.52 feet;
North 57 degrees 06 minutes 04 seconds West, 101.20 feet;
North 84 degrees 54 minutes 48 seconds West, 30.20 feet;
North 60 degrees 06 minutes 10 seconds West, 60.16 feet;

North 89 degrees 27 minutes 18 seconds West, 18.19 feet;
North 69 degrees 36 minutes 03 seconds West, 24.98 feet;
North 85 degrees 50 minutes 58 seconds West, 27.58 feet;
South 69 degrees 02 minutes 14 seconds West, 25.67 feet;
South 52 degrees 44 minutes 25 seconds West, 29.95 feet;
South 76 degrees 15 minutes 08 seconds West, 32.09 feet;
South 43 degrees 44 minutes 19 seconds West, 40.15 feet;
South 80 degrees 13 minutes 30 seconds West, 46.96 feet;
South 39 degrees 48 minutes 03 seconds West, 74.01 feet;
South 71 degrees 22 minutes 05 seconds West, 123.20 feet;
South 34 degrees 52 minutes 07 seconds West, 121.54 feet;
South 56 degrees 37 minutes 55 seconds West, 65.47 feet;
South 82 degrees 47 minutes 05 seconds West, 34.82 feet;
South 45 degrees 29 minutes 20 seconds West, 87.27 feet;
South 69 degrees 31 minutes 30 seconds West, 55.48 feet;
South 43 degrees 35 minutes 53 seconds West, 34.05 feet;
South 04 degrees 44 minutes 24 seconds West, 23.63 feet;
North 33 degrees 16 minutes 33 seconds West, 27.28 feet;
North 69 degrees 08 minutes 58 seconds West, 31.34 feet;
North 51 degrees 55 minutes 42 seconds West, 44.27 feet;
North 34 degrees 59 minutes 04 seconds West, 106.41 feet;
North 48 degrees 09 minutes 23 seconds West, 133.53 feet;
North 46 degrees 27 minutes 10 seconds West, 137.24 feet;
North 58 degrees 58 minutes 49 seconds West, 56.77 feet;
North 46 degrees 39 minutes 30 seconds West, 141.57 feet;
North 73 degrees 25 minutes 02 seconds West, 55.92 feet;
North 28 degrees 24 minutes 28 seconds West, 44.46 feet;
North 53 degrees 07 minutes 44 seconds West, 62.29 feet;
North 15 degrees 13 minutes 57 seconds West, 84.27 feet;
North 07 degrees 48 minutes 27 seconds East, 83.71 feet;
North 42 degrees 53 minutes 58 seconds West, 136.93 feet;
North 19 degrees 43 minutes 23 seconds West, 11.94 feet, more or less, to the North line

of the Southeast Quarter of Section 14;

thence Easterly along said North line, South 87 degrees 33 minutes 05 seconds East, 1150.25 feet, more or less, to the Quarter Corner between Sections 13 and 14, as said corner is shown on Book 71 of Surveys, pages 44 through 50, Humboldt County Records;

thence Northerly along the section line between Sections 13 and 14, North 01 degrees 22 minutes 08 seconds East, 2636.43 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel 26:

The Southwest fractional Quarter of Section 7, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 27:

INTENTIONALLY OMITTED

Parcel 28:

INTENTIONALLY OMITTED

Parcel 29:

INTENTIONALLY OMITTED.

Parcel 30:

The Northeast Quarter of Section 1, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM that certain portion of land conveyed by Louisiana-Pacific Corporation to the Humboldt Community Services District by deed recorded at Instrument No. 1993-3680, Humboldt County Records.

ALSO EXCEPTING THEREFROM all that portion thereof described in the deed to the County of Humboldt, a political subdivision of the State of California recorded August 21, 2014 as Instrument No. 2014-014702-19, Humboldt County Official Records.

Parcel 31:

The Northeast Quarter of Section 7, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 32:

The East Half of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter, the East Half of the Southeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 6, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 33-A:

The South Half of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and that portion of the Southeast Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 1 East, Humboldt Meridian, lying westerly of the centerline of the ridge which divides the watersheds of Ryans Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 33-B

Together with a non-exclusive right of way for all purposes over "ridge road" in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of said Section 5, the centerline of which is described as follows:

BEGINNING at a point in the center of the Cummings Road access from which the North one sixteenth corner of Section 5, Township 4 North, Range 1 East, Humboldt Base and Meridian, bears North 88 degrees 10 minutes East, 359.3 feet;

and running thence along the centerline of said access road as follows:

South 21 degrees 45 minutes East, 121.3 feet;
South 29 degrees 25 minutes West, 83.6 feet;
South 24 degrees 10 minutes East, 93.4 feet;
South 13 degrees 15 minutes East, 90.4 feet;
South 63 degrees 18 minutes East, 172.6 feet;
North 85 degrees 04 minutes East, 125.3 feet;

South 66 degrees 19 minutes East, 125.1 feet;
South 82 degrees 35 minutes East, 173.3 feet;
South 59 degrees 26 minutes East, 251.1 feet;
South 21 degrees 57 minutes East, 131.4 feet;
South 54 degrees 04 minutes East, 155.5 feet;
South 20 degrees 03 minutes East, 67.9 feet;
South 00 degrees 01 minute West, 83.0 feet;
South 20 degrees 36 minutes East, 135.8 feet;
South 30 degrees 31 minutes East, 174.3 feet;
South 19 degrees 36 minutes East, 172.6 feet;
South 12 degrees 15 minutes East, 218.6 feet;
South 25 degrees 11 minutes East, 211.6 feet;
South 01 degree 38 minutes East, 149.3 feet;
South 24 degrees 26 minutes West, 138.8 feet;
South 09 degrees 02 minutes West, 299.5 feet;
South 09 degrees 35 minutes West, 274.5 feet, to a point which intersects the North line of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 5, Township 4 North, Range 1 East, Humboldt Base and Meridian, and from which the Southeast 1/16th corner bears approximately South 08 degrees 27 minutes West 1,048 feet.

And also a non-exclusive easement and perpetual right of way for a logging road and incidental rights, over and across a 20 foot strip of land or greater width where necessary, for cuts, fills and turnouts, running Northwesterly and Southeasterly in the East Half of the Northeast Quarter of Section 6 in Township 4 North, Range 1 East, Humboldt Meridian, at a location to be determined by the Grantee, as contained in Easement Deed executed by Walter Ekbum to Oscar Haugen and Melvina Haugen, husband and wife, dated August 21, 1956 and recorded August 22, 1956 in Book 406 of Official Records, page 529, under Recorder's File No. 13543, Humboldt County Records. And as amended by "Amendment to Easement" recorded March 3, 1989 as Instrument No. 1989-4253, Humboldt County Official Records.

Parcel 34:

The Northeast Quarter of Section 17, Township 4 North, Range 1 East, Humboldt Meridian.

EXCEPTING THEREFROM any portion of said Northeast Quarter of Section 17 lying easterly of the centerline of the ridge which divides the watersheds of Ryan's Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 35:

The Northeast Quarter of Section 20, Township 4 North, Range 1 East, Humboldt Meridian.

EXCEPTING THEREFROM any portion of said Northeast Quarter of Section 20 lying easterly of the centerline of the ridge which divides the watersheds of Ryan's Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 36:

INTENTIONALLY OMITTED

Parcel 37:

INTENTIONALLY OMITTED

Parcel 38:

INTENTIONALLY OMITTED

Parcel 39:

INTENTIONALLY OMITTED

Parcel 40:

The Northwest Quarter of the Northeast Quarter of Section 8, Township 4 North, Range 1 East, Humboldt Meridian.

Parcel 41:

The East Half of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, and West Half of the Southeast Quarter of Section 8, Township 4 North, Range 1 East, Humboldt Meridian.

EXCEPTING THEREFROM any portion of said Section 8 lying easterly of the centerline of the ridge which divides the watersheds of Ryans Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 42:

The Southeast Quarter of Section 17 together with that portion of Section 16, Township 4 North, Range 1 East, Humboldt Meridian, lying West of the centerline of the ridge which divides the watersheds of Ryans Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 43:

The Northwest Quarter of Section 20, Township 4 North, Range 1 East, Humboldt Meridian, together with that portion of the Southwest Quarter of said Section 20 lying North of the centerline of the ridge which divides the watersheds of Ryans Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 44:

That portion of the Northeast Quarter and the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Humboldt Meridian, lying northerly of the centerline of the ridge which divides the watersheds of Ryan's Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 45:

The Northwest fractional Quarter of Section 19, Township 4 North, Range 1 East, Humboldt Meridian, together with that portion of the Southwest fractional Quarter of said Section 19 lying North and West of the centerline of the ridge which divides the watersheds of Ryans Slough from that of the North Fork of Elk River and Freshwater as shown by Survey No. 54 by Elsemore and Jacobs on file in the Humboldt County Recorder's Office in Book 5 of Surveys, page 60.

Parcel 46:

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

The Northeast Quarter of Section 36.

EXCEPTING THEREFROM the following described property:

1. That portion conveyed by McKay & Company to John Connick recorded January 31, 1902 in Book 77 of Deeds, page 148, Humboldt County Records.
2. That portion conveyed by McKay & Company to the County of Humboldt recorded June 19, 1936 in Book 224 of Deeds, page 98, Humboldt County Records.
3. That portion conveyed by McKay & Company to Bank of America National Trust & Savings Association recorded September 27, 1937 in Book 231 of Deeds, page 78, Humboldt County Records.
4. That portion conveyed by McKay & Company to the Ninth District Agricultural Association recorded June 5, 1940 in Book 244 of Deeds, page 292, Humboldt County Records.
5. That portion thereof described in the deed to the County of Humboldt, a political subdivision of the State of California recorded August 21, 2014 as Instrument No. 2014-014702-19, Humboldt County Official Records.

6. NORTH MCKAY EXCEPTION

That portion of Section 36, Township 5 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the deed to Louisiana Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335, in the office of the Humboldt County Recorder, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36;
thence North 01° 51' 29" East for 601.95 feet (North 00° 28' 12" East, 602.51 feet per Doc.# 1997-28278-6) along the West line of said Northeast Quarter of the Northwest Quarter of Section 36 to the Southwest corner of the North Half of Lot 13 as shown on the Record of Survey filed in Book 17 of Surveys, Page 59, Humboldt County Records;
thence South 87° 09' 36" East for 466.00 feet (South 88° 32' 20" East, 465.86 feet per Doc.# 1997-28278-6) along the South line of said North Half of Lot 13 to a point on the West line of Freese Avenue as shown on said Record of Survey;
thence along the West line of Freese Avenue South 01° 42' 28" West for 256.77 feet (south 00°18' 56" West, 256.66 feet per Doc.# 1997-28278-6) to the South line of Elk Street and the TRUE POINT OF BEGINNING;
thence South 89° 45' 42" East for 511.63 feet (North 89° 34' 04" East 510.13 feet per Doc.# 1997-28278-6) along the South line of said Elk Street to a one inch iron pipe with a plastic plug stamped "CRIVELLI LS 7015", said iron pipe being located at the intersection of the southerly extension of the East line of Lot 10 of the McKay Tract, filed in Book 13 of Maps, pages 136-137, Humboldt County Records, and the

South line of Elk Street;
 thence North 01° 42' 18" East for 905.39 feet (North 00° 31' 50" East, 907.24 feet per Doc. # 1997-28278-6) along the East line of Lots 10 and 11 of the McKay Tract to the Southwest corner of the land described in the deed to the County of Humboldt recorded April 10, 1961 in Book 630 of Official Records, page 560, Humboldt County Records;
 thence along the South line of said land South 88° 43' 02" East for 129.02 feet (North 89° 04' 29" East, 128.19 feet per Doc. # 1997-28278-6);
 thence along the South line of said land North 60° 19' 08" East for 58.30 feet (North 58° 06' 39" East 58.31 feet per Doc. # 1997-28278-6);
 thence leaving said South line South 01° 16' 58" West for 59.99 feet to AP 1;
 thence South 49° 31' 05" West for 119.27 feet to AP 2;
 thence South 17° 37' 59" West for 149.99 feet to AP 3;
 thence South 01° 00' 18" East for 76.29 feet to AP 4;
 thence South 08° 44' 55" East for 231.36 feet to AP 5;
 thence South 13° 33' 21" East for 146.92 feet to AP 6;
 thence South 10° 23' 36" East for 139.62 feet to AP 7;
 thence South 18° 36' 10" East for 123.68 feet to AP 8;
 thence South 24° 38' 45" East for 500.59 feet to AP 9;
 thence South 16° 12' 58" West for 106.73 feet to AP 10;
 thence South 10° 21' 50" West for 180.07 feet to AP 11;
 thence South 25° 49' 03" West for 131.41 feet to AP 12;
 thence South 45° 33' 55" West for 135.06 feet to AP 13;
 thence South 61° 55' 29" West for 197.67 feet to AP 14;
 thence South 76° 35' 50" West for 172.00 feet to AP 15;
 thence South 67° 53' 22" West for 130.38 feet to AP 16;
 thence North 85° 12' 57" West for 113.97 feet to AP 17;
 thence North 63° 38' 52" West for 307.34 feet to AP 18;
 thence North 81° 29' 52" West for 83.13 feet to AP 19;
 thence South 49° 12' 45" West for 152.29 feet to AP 20;
 thence South 79° 08' 35" West for 92.80 feet to AP 21;
 thence North 72° 49' 09" West for 85.02 feet to AP 22;
 thence South 50° 52' 10" West for 162.83 feet to AP 23 on the westerly boundary of that property described per Doc. # 1997-28278-6;
 thence North 01° 49' 10" East (North 00° 29' 40" East per Doc. # 1997-28278-6) for 142.16 feet to the beginning of a curve concave to the southwest, having a radius of 429.95 feet (430.00 feet per Doc. # 1997-28278-6);
 thence left along said curve for an arc length of 675.37 feet (675.44 feet per Doc. # 1997-28278-6), said curve having a chord bearing of North 43° 07' 19" West;
 thence North 88° 07' 15" West for 84.34 feet (North 89° 30' 20" West 84.36 feet per Doc. # 1997-28278-6) to a point on the East line of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 36;
 thence North 01° 48' 25" East for 324.41 feet (North 00° 24' 58" East 324.41 feet per Doc. # 1997-28278-6) along said East line to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 36;
 thence South 88° 39' 23" East (North 89° 59' 37" East per Doc. # 1997-28278-6) for 555.64 feet (555.72 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) along the South line to a point which is North 88° 39' 23" West 90.92 feet (90.93 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) from the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 36;
 thence South 40° 40' 43" West for 29.84 feet (South 38° 50' 32" West, 29.84 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
 thence South 53° 42' 17" West for 14.34 feet (South 51° 52' 09" West, 14.34 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
 thence South 43° 35' 41" West for 26.98 feet (South 41° 45' 30" West, 26.98 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
 thence South 24° 52' 09" West for 34.81 feet (South 23° 01' 55" West, 34.81 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
 thence South 38° 44' 07" East for 30.24 feet (South 40° 34' 2" East, 30.24 feet per Instrument # 2013-

011172-10 as amended by Instrument # 2013-028888-11);
thence South 44° 06' 49" East for 14.35 feet (South 45° 57' 11" East, 14.35 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 54° 24' 54" East for 50.80 feet (South 56° 15' 16" East, 50.81 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 47° 29' 03" East for 21.71 feet (South 49° 19' 25" East, 21.71 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 44° 53' 19" East for 46.67 feet (South 46° 43' 41" East, 46.68 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 22° 14' 25" West for 35.85 feet (South 20° 24' 10" West, 35.85 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 18° 19' 58" East for 50.65 feet (South 20° 10' 19" East, 50.65 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 04° 00' 28" West for 35.55 feet (South 02° 10' 10" West, 35.55 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);
thence South 22° 02' 15" East for 27.97 feet (South 23° 52' 36" East, 27.97 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) to the North line of Parcel "B" as shown on the Record of Survey filed in Book 65 of Surveys, pages 9 through 12, Humboldt County Records;
thence South 88° 14' 41" East for 483.22 feet (North 89° 55' 00" East, 483.29 per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) along said North line to the southerly projection of the West line of Freese Avenue as shown on the Record of Survey filed in Book 17 of Surveys, page 59, Humboldt County Records;
thence North 01° 42' 01" East for 670.92 feet (North 00° 08' 00" West, 671.02 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) along said West line to the TRUE POINT OF BEGINNING.

Parcel 47:

That portion of the Southeast Quarter and the East Half of the East Half of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Humboldt Meridian and that portion of the East Half of the West Half of Section 1, Township 4 North, Range 1 West, Humboldt Meridian lying easterly of the lands described in the deed to the County of Humboldt, a political subdivision of the State of California recorded August 21, 2014 as Instrument No. 2014-014702-19, Humboldt County Official Records.

Parcel 48:

That portion of Section 36, Township 5 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the deed to Louisiana Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335, in the office of the Humboldt County Recorder, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36;
thence North 01° 51' 29" East for 601.95 feet (North 00° 28' 12" East, 602.51 feet per Doc.# 1997-28278-6) along the West line of said Northeast Quarter of the Northwest Quarter of Section 36 to the Southwest corner of the North Half of Lot 13 as shown on the Record of Survey filed in Book 17 of Surveys, Page 59, Humboldt County Records;

thence South 87° 09' 36" East for 466.00 feet (South 88° 32' 20" East, 465.86 feet per Doc.# 1997-28278-6) along the South line of said North Half of Lot 13 to a point on the West line of Freese Avenue as shown on said Record of Survey;

thence along the West line of Freese Avenue South 01° 42' 28" West for 256.77 feet (south 00°18' 56" West, 256.66 feet per Doc.# 1997-28278-6) to the South line of Elk Street and the TRUE POINT OF BEGINNING;

thence South 89° 45' 42" East for 511.63 feet (North 89° 34' 04" East 510.13 feet per Doc.# 1997-28278-

6) along the South line of said Elk Street to a one inch iron pipe with a plastic plug stamped "CRIVELLI LS 7015", said iron pipe being located at the intersection of the southerly extension of the East line of Lot 10 of the McKay Tract, filed in Book 13 of Maps, pages 136-137, Humboldt County Records, and the South line of Elk Street;

thence North 01° 42' 18" East for 905.39 feet (North 00° 31' 50" East, 907.24 feet per Doc. # 1997-28278-6) along the East line of Lots 10 and 11 of the McKay Tract to the Southwest corner of the land described in the deed to the County of Humboldt recorded April 10, 1961 in Book 630 of Official Records, page 560, Humboldt County Records;

thence along the South line of said land South 88° 43' 02" East for 129.02 feet (North 89° 04' 29" East, 128.19 feet per Doc. # 1997-28278-6);

thence along the South line of said land North 60° 19' 08" East for 58.30 feet (North 58° 06' 39" East 58.31 feet per Doc. # 1997-28278-6);

thence leaving said South line South 01° 16' 58" West for 59.99 feet to AP 1;
thence South 49° 31' 05" West for 119.27 feet to AP 2;
thence South 17° 37' 59" West for 149.99 feet to AP 3;
thence South 01° 00' 18" East for 76.29 feet to AP 4;
thence South 08° 44' 55" East for 231.36 feet to AP 5;
thence South 13° 33' 21" East for 146.92 feet to AP 6;
thence South 10° 23' 36" East for 139.62 feet to AP 7;
thence South 18° 36' 10" East for 123.68 feet to AP 8;
thence South 24° 38' 45" East for 500.59 feet to AP 9;
thence South 16° 12' 58" West for 106.73 feet to AP 10;
thence South 10° 21' 50" West for 180.07 feet to AP 11;
thence South 25° 49' 03" West for 131.41 feet to AP 12;
thence South 45° 33' 55" West for 135.06 feet to AP 13;
thence South 61° 55' 29" West for 197.67 feet to AP 14;
thence South 76° 35' 50" West for 172.00 feet to AP 15;
thence South 67° 53' 22" West for 130.38 feet to AP 16;
thence North 85° 12' 57" West for 113.97 feet to AP 17;
thence North 63° 38' 52" West for 307.34 feet to AP 18;
thence North 81° 29' 52" West for 83.13 feet to AP 19;
thence South 49° 12' 45" West for 152.29 feet to AP 20;
thence South 79° 08' 35" West for 92.80 feet to AP 21;
thence North 72° 49' 09" West for 85.02 feet to AP 22;
thence South 50° 52' 10" West for 162.83 feet to AP 23 on the westerly boundary of that property described per Doc. # 1997-28278-6;

thence North 01° 49' 10" East (North 00° 29' 40" East per Doc. # 1997-28278-6) for 142.16 feet to the beginning of a curve concave to the southwest, having a radius of 429.95 feet (430.00 feet per Doc. # 1997-28278-6);

thence left along said curve for an arc length of 675.37 feet (675.44 feet per Doc. # 1997-28278-6), said curve having a chord bearing of North 43° 07' 19" West;

thence North 88° 07' 15" West for 84.34 feet (North 89° 30' 20" West 84.36 feet per Doc. # 1997-28278-6) to a point on the East line of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 36;

thence North 01° 48' 25" East for 324.41 feet (North 00° 24' 58" East 324.41 feet per Doc. # 1997-28278-6) along said East line to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 36;

thence South 88° 39' 23" East (North 89° 59' 37" East per Doc. # 1997-28278-6) for 555.64 feet (555.72 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) along the South

line to a point which is North 88° 39' 23" West 90.92 feet (90.93 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) from the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 36;

thence South 40° 40' 43" West for 29.84 feet (South 38° 50' 32" West, 29.84 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 53° 42' 17" West for 14.34 feet (South 51° 52' 09" West, 14.34 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 43° 35' 41" West for 26.98 feet (South 41° 45' 30" West, 26.98 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 24° 52' 09" West for 34.81 feet (South 23° 01' 55" West, 34.81 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 38° 44' 07" East for 30.24 feet (South 40° 34' 2" East, 30.24 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 44° 06' 49" East for 14.35 feet (South 45° 57' 11" East, 14.35 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 54° 24' 54" East for 50.80 feet (South 56° 15' 16" East, 50.81 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 47° 29' 03" East for 21.71 feet (South 49° 19' 25" East, 21.71 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 44° 53' 19" East for 46.67 feet (South 46° 43' 41" East, 46.68 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 22° 14' 25" West for 35.85 feet (South 20° 24' 10" West, 35.85 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 18° 19' 58" East for 50.65 feet (South 20° 10' 19" East, 50.65 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 04° 00' 28" West for 35.55 feet (South 02° 10' 10" West, 35.55 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11);

thence South 22° 02' 15" East for 27.97 feet (South 23° 52' 36" East, 27.97 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) to the North line of Parcel "B" as shown on the Record of Survey filed in Book 65 of Surveys, pages 9 through 12, Humboldt County Records;

thence South 88° 14' 41" East for 483.22 feet (North 89° 55' 00" East, 483.29 per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) along said North line to the southerly projection of the West line of Freese Avenue as shown on the Record of Survey filed in Book 17 of Surveys, page 59, Humboldt County Records;

thence North 01° 42' 01" East for 670.92 feet (North 00° 08' 00" West, 671.02 feet per Instrument # 2013-011172-10 as amended by Instrument # 2013-028888-11) along said West line to the TRUE POINT OF BEGINNING.

The above described lands being shown and designated as NORTH MCKAY EXCEPTION on Record of Survey recorded in Book 71 of Surveys, at pages 44 through 50, Humboldt County Records.

Also being described as "Parcel One" in the Notice of Merger and Certificate of Subdivision Compliance recorded December 16, 2014 as Instrument No. 2014-021408-11, Humboldt County Official Records.

Parcel 49:

Those portions of Sections 1 and 2 in Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the deed to Louisiana-Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335 (see pages 354 to 359 thereon), in the office of the Humboldt County Recorder, described as follows:

BEGINNING at the Northeast corner of the South Half of the Northeast Quarter of Section 2, Township 4 North, Range 1 West, Humboldt Meridian, which is monumented with a $\frac{3}{4}$ inch galvanized iron pipe with an LS 2910 washer in a concrete plug and the **TRUE POINT OF BEGINNING**;

thence North 88° 24' 26" West for 1203.94 feet along the northerly boundary of the South Half of the Northeast Quarter to the East line of that parcel quitclaimed to Frank E. Gordon and Elizabeth Gordon recorded March 17, 1966 in Book 875 of Official Records, page 432, Humboldt County Records;

thence South 01° 50' 13" West for 5.91 feet to the Southeast corner of said parcel;

thence North 88° 09' 47" West for 235.16 feet along the South line of said parcel to the East line of that land conveyed to Howard J. Sharp and Juanita B. Sharp recorded June 25, 1964 in Book 793 of Official Records, page 477, Humboldt County Records;

thence South 01° 50' 13" West for 26.55 feet to the Southeast corner of said land;

thence North 88° 09' 47" West for 84.39 feet (North 89° 39' West for 90.00 feet per Book 793 of Official Records, page 477) along the South line of said land to the East line of the land conveyed to the County of Humboldt recorded February 28, 1961 in Book 625 of Official Records, page 40;

thence southerly along said East line to the Northwest corner of that parcel conveyed to the Humboldt Community Services District recorded January 31, 2013 at Instrument # 2013-002320-8 and shown on Book 70 of Surveys, Pages 57 and 58, Humboldt County Records;

thence along the northerly boundary of said parcel South 52° 19' East for 33.77 feet;

thence continuing along the northerly boundary of said parcel South 82° 11' East for 153.14 feet;

thence continuing along the northerly boundary of said parcel South 88° 55' East for 116.88 feet;

thence continuing along the northerly boundary of said parcel South 73° 42' East for 94.79 feet;

thence continuing along the northerly boundary of said parcel South 78° 33' East for 102.92 feet;

thence continuing along the northerly boundary of said parcel North 85° 21' East for 99.74 feet;

thence continuing along the northerly boundary of said parcel South 89° 46' East for 81.08 feet;

thence continuing along the northerly boundary of said parcel South 75° 37' East for 57.39 feet;

thence continuing along the northerly boundary of said parcel South 35° 32' East for 30.72 feet;

thence continuing along the northerly boundary of said parcel North 61° 07' East for 41.33 feet to the Northeast corner of said parcel;

thence leaving said northerly boundary North 20° 29' 20" East for 27.20 feet along the centerline of Bob Hill Gulch;

thence downstream along the centerline of Bob Hill Gulch North 35° 26' 00" East for 31.51 feet;

thence downstream along the centerline of Bob Hill Gulch North 56° 53' 18" East for 13.56 feet;

thence downstream along the centerline of Bob Hill Gulch North 72° 48' 05" East for 21.71 feet;

thence downstream along the centerline of Bob Hill Gulch North 10° 53' 09" West for 13.07 feet;

thence downstream along the centerline of Bob Hill Gulch North 17° 39' 01" East for 22.80 feet;
thence downstream along the centerline of Bob Hill Gulch North 38° 02' 50" West for 28.84 feet;
thence downstream along the centerline of Bob Hill Gulch North 25° 25' 37" West for 33.35 feet;
thence downstream along the centerline of Bob Hill Gulch North 39° 41' 56" East for 34.01 feet;
thence downstream along the centerline of Bob Hill Gulch North 31° 30' 15" East for 35.90 feet;
thence downstream along the centerline of Bob Hill Gulch North 68° 29' 55" East for 17.51 feet;
thence downstream along the centerline of Bob Hill Gulch South 51° 20' 26" East for 34.78 feet;
thence downstream along the centerline of Bob Hill Gulch North 70° 25' 37" East for 47.16 feet;
thence downstream along the centerline of Bob Hill Gulch South 65° 46' 19" East for 10.83 feet;
thence downstream along the centerline of Bob Hill Gulch South 85° 21' 52" East for 18.33 feet;
thence downstream along the centerline of Bob Hill Gulch North 59° 18' 01" East for 18.37 feet;
thence downstream along the centerline of Bob Hill Gulch South 34° 25' 06" East for 32.32 feet;
thence downstream along the centerline of Bob Hill Gulch North 63° 26' 05" East for 16.56 feet;
thence downstream along the centerline of Bob Hill Gulch South 67° 47' 46" East for 26.13 feet;
thence downstream along the centerline of Bob Hill Gulch North 59° 28' 54" East for 54.45 feet;
thence downstream along the centerline of Bob Hill Gulch South 56° 49' 18" East for 15.34 feet;
thence downstream along the centerline of Bob Hill Gulch North 85° 14' 11" East for 17.84 feet;
thence downstream along the centerline of Bob Hill Gulch North 57° 43' 31" East for 11.10 feet;
thence downstream along the centerline of Bob Hill Gulch South 75° 22' 44" East for 11.74 feet;
thence downstream along the centerline of Bob Hill Gulch North 27° 40' 51" East for 34.01 feet;
thence downstream along the centerline of Bob Hill Gulch North 14° 44' 37" East for 38.80 feet;
thence downstream along the centerline of Bob Hill Gulch North 59° 02' 10" East for 31.67 feet;
thence downstream along the centerline of Bob Hill Gulch North 79° 38' 48" East for 52.20 feet;
thence downstream along the centerline of Bob Hill Gulch South 69° 43' 02" East for 24.21 feet;
thence downstream along the centerline of Bob Hill Gulch South 82° 24' 21" East for 22.41 feet;
thence downstream along the centerline of Bob Hill Gulch South 32° 37' 09" East for 29.31 feet;
thence downstream along the centerline of Bob Hill Gulch South 82° 05' 33" East for 17.94 feet;
thence downstream along the centerline of Bob Hill Gulch South 55° 55' 23" East for 20.27 feet;
thence downstream along the centerline of Bob Hill Gulch North 78° 18' 38" East for 14.62 feet;
thence downstream along the centerline of Bob Hill Gulch North 21° 15' 02" East for 19.07 feet;
thence downstream along the centerline of Bob Hill Gulch North 68° 21' 20" East for 33.46 feet;
thence downstream along the centerline of Bob Hill Gulch South 70° 15' 12" East for 20.46 feet;
thence downstream along the centerline of Bob Hill Gulch North 71° 12' 01" East for 24.51 feet;
thence downstream along the centerline of Bob Hill Gulch South 37° 24' 19" East for 31.70 feet;
thence downstream along the centerline of Bob Hill Gulch North 81° 18' 16" East for 42.46 feet;
thence downstream along the centerline of Bob Hill Gulch North 41° 38' 01" East for 29.73 feet;
thence downstream along the centerline of Bob Hill Gulch North 86° 12' 40" East for 74.72 feet;
thence downstream along the centerline of Bob Hill Gulch North 79° 41' 43" East for 27.60 feet;
thence downstream along the centerline of Bob Hill Gulch North 79° 02' 45" East for 31.18 feet;
thence downstream along the centerline of Bob Hill Gulch South 41° 19' 32" East for 38.13 feet;
thence downstream along the centerline of Bob Hill Gulch North 90° 00' 00" East for 47.40 feet;
thence downstream along the centerline of Bob Hill Gulch North 43° 17' 25" East for 93.61 feet;
thence downstream along the centerline of Bob Hill Gulch South 68° 11' 56" East for 23.93 feet;
thence downstream along the centerline of Bob Hill Gulch North 90° 00' 00" East for 20.24 feet;
thence downstream along the centerline of Bob Hill Gulch North 47° 48' 56" East for 21.32 feet;
thence downstream along the centerline of Bob Hill Gulch North 19° 47' 58" East for 13.12 feet;
thence downstream along the centerline of Bob Hill Gulch North 61° 55' 38" East for 33.57 feet;
thence downstream along the centerline of Bob Hill Gulch South 55° 00' 29" East for 30.13 feet;
thence downstream along the centerline of Bob Hill Gulch North 67° 45' 04" East for 35.21 feet;
thence downstream along the centerline of Bob Hill Gulch North 16° 17' 39" East for 33.44 feet to the
confluence with an unnamed tributary;

thence upstream along the centerline of said tributary North 51° 50' 34" West for 35.16 feet;
thence upstream along the centerline of said tributary North 04° 49' 15" West for 41.12 feet;
thence upstream along the centerline of said tributary North 41° 25' 25" East for 33.58 feet;
thence upstream along the centerline of said tributary North 50° 05' 31" East for 35.40 feet;
thence upstream along the centerline of said tributary North 20° 41' 44" West for 23.75 feet;
thence upstream along the centerline of said tributary North 07° 21' 09" East for 30.86 feet;
thence upstream along the centerline of said tributary North 38° 39' 35" West for 25.29 feet;
thence upstream along the centerline of said tributary North 04° 32' 16" West for 31.20 feet;
thence upstream along the centerline of said tributary North 54° 34' 59" West for 27.26 feet;
thence upstream along the centerline of said tributary North 07° 07' 30" East for 31.84 feet;
thence upstream along the centerline of said tributary North 13° 41' 24" East for 39.64 feet;
thence upstream along the centerline of said tributary North 19° 07' 11" West for 39.19 feet;
thence upstream along the centerline of said tributary North 16° 33' 26" West for 38.12 feet;
thence upstream along the centerline of said tributary North 10° 07' 29" East for 28.09 feet;
thence upstream along the centerline of said tributary North 46° 21' 50" East for 29.33 feet;
thence upstream along the centerline of said tributary North 12° 45' 27" West for 53.66 feet;
thence upstream along the centerline of said tributary North 02° 31' 01" West for 44.97 feet;
thence upstream along the centerline of said tributary North 17° 44' 41" East for 12.96 feet;
thence upstream along the centerline of said tributary North 52° 21' 09" West for 21.82 feet;
thence upstream along the centerline of said tributary North 30° 04' 07" East for 10.84 feet;
thence upstream along the centerline of said tributary North 60° 56' 44" East for 20.33 feet;
thence upstream along the centerline of said tributary North 22° 58' 22" West for 49.34 feet;
thence upstream along the centerline of said tributary North 01° 03' 39" West for 26.67 feet;
thence upstream along the centerline of said tributary North 40° 51' 19" East for 24.15 feet;
thence upstream along the centerline of said tributary North 01° 03' 39" East for 26.67 feet;
thence upstream along the centerline of said tributary North 32° 06' 22" West for 29.73 feet;
thence upstream along the centerline of said tributary North 03° 03' 59" West for 27.69 feet;
thence upstream along the centerline of said tributary North 31° 45' 33" West for 24.39 feet;
thence upstream along the centerline of said tributary North 32° 58' 12" East for 21.77 feet;
thence upstream along the centerline of said tributary North 33° 41' 21" West for 16.02 feet;
thence upstream along the centerline of said tributary North 48° 41' 31" West for 21.69 feet;
thence upstream along the centerline of said tributary North 23° 29' 53" East for 12.38 feet;
thence upstream along the centerline of said tributary North 27° 07' 17" West for 22.74 feet;
thence upstream along the centerline of said tributary North 20° 28' 50" East for 43.74 feet;
thence upstream along the centerline of said tributary North 74° 39' 59" East for 31.74 feet;
thence upstream along the centerline of said tributary North 09° 49' 10" West for 26.06 feet to the
confluence of an unnamed fork of said tributary;
thence upstream along the centerline of said fork North 46° 25' 56" East for 55.88 feet;
thence upstream along the centerline of said fork North 65° 41' 42" East for 33.59 feet;
thence upstream along the centerline of said fork North 42° 52' 46" East for 28.30 feet;
thence upstream along the centerline of said fork North 46° 55' 18" East for 52.05 feet;
thence upstream along the centerline of said fork North 80° 52' 13" East for 28.00 feet;
thence upstream along the centerline of said fork North 84° 42' 35" East for 26.78 feet;
thence upstream along the centerline of said fork North 60° 29' 18" East for 30.07 feet;
thence upstream along the centerline of said fork North 35° 10' 01" East for 26.57 feet;
thence upstream along the centerline of said fork North 00° 00' 00" East for 29.13 feet;
thence upstream along the centerline of said fork North 21° 58' 29" East for 30.35 feet;
thence upstream along the centerline of said fork North 42° 31' 55" East for 81.07 feet;
thence upstream along the centerline of said fork North 13° 03' 19" East for 34.97 feet;
thence upstream along the centerline of said fork North 39° 29' 41" East for 58.22 feet;
thence upstream along the centerline of said fork North 30° 04' 06" East for 21.68 feet;

thence upstream along the centerline of said fork North 70° 57' 32" East for 59.02 feet;
thence upstream along the centerline of said fork North 77° 20' 50" East for 24.79 feet;
thence upstream along the centerline of said fork North 32° 28' 17" East for 38.62 feet;
thence upstream along the centerline of said fork North 11° 08' 34" East for 33.21 feet;
thence upstream along the centerline of said fork North 36° 07' 08" East for 22.61 feet;
thence upstream along the centerline of said fork North 85° 35' 59" East for 12.87 feet;
thence upstream along the centerline of said fork North 32° 39' 03" East for 60.40 feet;
thence upstream along the centerline of said fork North 35° 19' 54" East for 47.81 feet;
thence upstream along the centerline of said fork North 40° 14' 11" East for 58.86 feet;
thence upstream along the centerline of said fork North 25° 39' 33" East for 55.87 feet;
thence upstream along the centerline of said fork North 01° 41' 05" West for 50.38 feet;
thence upstream along the centerline of said fork North 10° 51' 01" East for 60.33 feet;
thence upstream along the centerline of said fork North 16° 47' 53" East for 27.33 feet;
thence upstream along the centerline of said fork North 01° 00' 18" East for 28.15 feet;
thence upstream along the centerline of said fork North 01° 04' 51" East for 26.17 feet;
thence upstream along the centerline of said fork North 37° 04' 24" West for 27.85 feet;
thence upstream along the centerline of said fork North 15° 15' 17" West for 28.15 feet;
thence upstream along the centerline of said fork North 04° 09' 34" West for 27.23 feet;
thence upstream along the centerline of said fork North 05° 42' 39" West for 24.81 feet;
thence upstream along the centerline of said fork North 18° 45' 02" East for 21.77 feet to the southerly boundary of that parcel conveyed to the Eureka High School District of Humboldt County recorded March 16, 1964 at Book 779 of Official Records, page 191, Humboldt County Records;

thence westerly along said southerly boundary following a curve to the left having a radius of 249.97 feet (240.00 feet per Book 779 of Official Records, page 191) for an arc length of 39.37 feet, said curve having a chord bearing of South 78° 59' 20" West;

thence along said southerly boundary South 74° 28' 14" West for 240.01 feet (North 72° 37' 00" East 240.10 feet per Book 779 of Official Records, page 191);

thence along said southerly boundary following a curve to the right having a radius of 249.97 feet for an arc length of 77.35 feet (250.00 feet radius and arc length of 77.38 feet per Book 779 of Official Records, page 191), said curve having a chord bearing of S83° 20' 24"W;

thence along said southerly boundary North 87° 47' 26" West for 181.16 feet (South 89° 38' 57" East 181.23 feet per Book 779 of Official Records, page 191) to the West line of Section 1 of Township 4 North Range 1 West, Humboldt Meridian;

thence along the West line of said Section North 02° 13' 14" East (South 00° 21' 03" West per Book 779 of Official Records, page 191) for 113.10 feet to the **TRUE POINT OF BEGINNING**.

The above described lands being shown and designated as MID McKAY EXCEPTION on Record of Survey recorded in Book 71 of Surveys, at pages 44 through 50, Humboldt County Records.

Also being described as "Parcel Two" in the Notice of Merger and Certificate of Subdivision Compliance recorded December 15, 2014 as Instrument No. 2014-021408-11, Humboldt County Official Records.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

That portion of the South Half of the Northeast Quarter of Section 2, Township 4 North, Range 1 West, Humboldt Meridian, described as follows:

BEGINNING on the North line of the South Half of the Northeast Quarter of Section 2, Township 4 North, Range 1 West, Humboldt Meridian, at the intersection thereof with the East line of that parcel of land quitclaimed to Frank E. Gordon and Elizabeth Gordon by deed recorded March 17, 1966 in Book 875 of Official Records, page 432, Humboldt County Records;

thence South $01^{\circ} 50' 13''$ West, along the East line thereof, 5.91 feet to the Southeast corner of said parcel;

thence North $88^{\circ} 09' 47''$ West, along the South line of said parcel, 235.16 feet to the East line of that parcel of land conveyed to Howard J. Sharp and Juanita B. Sharp by deed recorded June 25, 1964 in Book 793 of Official Records, page 477, Humboldt County Records;

thence South $01^{\circ} 50' 13''$ West, along said East line, 26.55 feet to the Southeast corner thereof;

thence North $88^{\circ} 09' 47''$ West, 84.39 feet (North $89^{\circ} 39'$ West, 90.00 feet per Book 793 of Official Records, page 477) along the South line of said land to the East line of the land conveyed to the County of Humboldt recorded February 28, 1961 in Book 625 of Official Records, page 40, said point being on a curve concave to the East, having a radius of 809.91 feet (record radius is 810 feet), to which point a radial line bears South $85^{\circ} 06' 51''$ West;

thence Southerly along said curve, through an angle of $7^{\circ} 36' 40''$, for a distance of 107.59 feet;

thence North $71^{\circ} 28' 48''$ East, 70.67 feet;

thence South $51^{\circ} 37' 30''$ East, 113.07 feet;

thence North $67^{\circ} 31' 54''$ East, 442.16 feet to said North line of the South Half of Section 2;

thence North $88^{\circ} 24' 26''$ West, along said line, 260.16 feet to the POINT OF BEGINNING.

Distances in this description are grid distances. Divide grid distances by 0.99989021 to obtain ground distances.

The basis of bearings of this description is Book 71 Surveys, Page 44. This description is based on a Record of Survey for Green Diamond Resource Company and Joe Vagel filed with the Humboldt County Recorder Book 73 of Surveys, Page 124-125.

Parcel 50:

That portion of the Southwest Quarter of Section 14 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

COMMENCING at the Quarter corner between Sections 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, as said corner is shown on Book 71 of Surveys, Pages 44 through 50, Humboldt County Records;

thence Westerly along the Quarter Section line as said line is shown on Book 16 of Surveys, Page 61, North 87 degrees 33 minutes 05 seconds West, 2253.87 feet, more or less, to the East line of Lot 3 of Book 22 of Maps, Pages 67 and 68;

thence Southerly along said East line, South 01 degrees 25 minutes 44 seconds West, 32.36 feet, more or less, to the Quarter Section line as said line is shown on Book 22 of Maps, Pages 67 and 68;

thence Westerly along said Quarter Section line, North 88 degrees 22 minutes 26 seconds West, 362.10 feet, more or less, to the Center Quarter corner of Section 14, as said corner is shown on Book 48 of Surveys, Page 30;

thence Westerly along the Quarter Section line as said line is shown on Book 48 of Surveys, Page 30, North 86 degrees 43 minutes 49 seconds West, 177.34 feet, more or less, to the intersection of said line and an unnamed creek, said point being the TRUE POINT OF BEGINNING;

thence Southerly and downstream along the centerline of said unnamed creek the following courses:

South 30 degrees 45 minutes 16 seconds West, 30.54 feet;
South 04 degrees 01 minutes 29 seconds East, 99.64 feet;
South 05 degrees 48 minutes 02 seconds West, 83.32 feet;
South 48 degrees 19 minutes 08 seconds West, 31.30 feet;
South 15 degrees 51 minutes 14 seconds West, 47.44 feet;
South 22 degrees 19 minutes 36 seconds East, 29.40 feet;
South 17 degrees 28 minutes 14 seconds West, 84.29 feet;
South 30 degrees 19 minutes 16 seconds East, 25.06 feet;
South 29 degrees 18 minutes 50 seconds West, 35.18 feet;
South 02 degrees 07 minutes 18 seconds West, 128.82 feet;
South 23 degrees 52 minutes 59 seconds West, 41.61 feet;
South 20 degrees 03 minutes 23 seconds East, 20.76 feet;
South 16 degrees 41 minutes 43 seconds West, 91.36 feet;
South 13 degrees 35 minutes 41 seconds East, 98.01 feet;
South 47 degrees 50 minutes 16 seconds West, 45.18 feet;
South 20 degrees 11 minutes 07 seconds West, 47.28 feet;
South 43 degrees 48 minutes 13 seconds West, 62.38 feet;
South 11 degrees 35 minutes 29 seconds West, 36.84 feet;
South 26 degrees 24 minutes 56 seconds West, 37.35 feet;
South 09 degrees 23 minutes 52 seconds East, 39.32 feet;
South 35 degrees 50 minutes 19 seconds West, 83.19 feet;
South 21 degrees 23 minutes 33 seconds West, 54.81 feet;
South 40 degrees 15 minutes 59 seconds West, 93.00 feet;
South 16 degrees 09 minutes 48 seconds West, 89.21 feet;
South 50 degrees 14 minutes 30 seconds East, 32.87 feet;
South 35 degrees 04 minutes 20 seconds West, 22.02 feet;
South 21 degrees 28 minutes 57 seconds East, 24.52 feet;
South 07 degrees 21 minutes 21 seconds East, 53.11 feet;
South 13 degrees 56 minutes 09 seconds West, 36.37 feet;
South 24 degrees 11 minutes 30 seconds East, 27.72 feet;
South 15 degrees 25 minutes 06 seconds West, 35.80 feet;
South 07 degrees 50 minutes 26 seconds East, 102.62 feet;
South 22 degrees 50 minutes 45 seconds West, 30.18 feet;
South 01 degrees 27 minutes 51 seconds East, 123.64 feet;
South 04 degrees 24 minutes 47 seconds West, 97.77 feet;
South 41 degrees 13 minutes 46 seconds West, 22.83 feet;
South 07 degrees 30 minutes 54 seconds East, 55.56 feet;
South 38 degrees 39 minutes 40 seconds East, 32.18 feet;
South 58 degrees 03 minutes 55 seconds West, 40.71 feet;

South 12 degrees 52 minutes 28 seconds West, 104.64 feet;
South 43 degrees 29 minutes 29 seconds East, 28.66 feet;
South 04 degrees 18 minutes 33 seconds West, 48.63 feet;
South 55 degrees 17 minutes 21 seconds West, 41.88 feet;
South 09 degrees 00 minutes 33 seconds West, 68.56 feet;
South 20 degrees 28 minutes 25 seconds East, 47.45 feet;
South 36 degrees 00 minutes 30 seconds West, 18.27 feet;
South 39 degrees 56 minutes 53 seconds East, 37.69 feet;
South 00 degrees 01 minutes 14 seconds East, 30.54 feet;
South 74 degrees 02 minutes 36 seconds West, 21.08 feet;
South 01 degrees 12 minutes 55 seconds East, 35.17 feet, to the
intersection of said unnamed creek and another unnamed creek;
thence Northwesterly and upstream along the centerline of said unnamed creek the following courses:
North 53 degrees 12 minutes 44 seconds West, 26.63 feet;
South 89 degrees 46 minutes 45 seconds West, 52.66 feet;
South 49 degrees 31 minutes 54 seconds West, 33.81 feet;
North 32 degrees 34 minutes 41 seconds West, 42.98 feet;
South 83 degrees 57 minutes 31 seconds West, 74.02 feet;
North 61 degrees 16 minutes 33 seconds West, 61.34 feet;
South 68 degrees 37 minutes 16 seconds West, 40.95 feet;
North 67 degrees 09 minutes 03 seconds West, 65.96 feet;
North 79 degrees 09 minutes 48 seconds West, 68.86 feet;
North 71 degrees 59 minutes 28 seconds West, 136.78 feet;
South 85 degrees 10 minutes 05 seconds West, 65.29 feet;
North 73 degrees 09 minutes 31 seconds West, 46.49 feet;
South 66 degrees 19 minutes 14 seconds West, 42.90 feet;
North 32 degrees 26 minutes 43 seconds West, 62.18 feet;
North 71 degrees 43 minutes 19 seconds West, 41.46 feet;
South 66 degrees 13 minutes 54 seconds West, 42.28 feet;
North 77 degrees 27 minutes 12 seconds West, 58.05 feet;
North 10 degrees 59 minutes 57 seconds East, 40.10 feet;
North 54 degrees 31 minutes 02 seconds West, 86.35 feet;
North 83 degrees 41 minutes 00 seconds West, 32.97 feet;
North 02 degrees 26 minutes 46 seconds West, 27.88 feet;
North 62 degrees 11 minutes 42 seconds West, 51.20 feet;
North 28 degrees 46 minutes 22 seconds West, 34.62 feet;
North 44 degrees 30 minutes 05 seconds West 138.27 feet;
North 15 degrees 48 minutes 20 seconds West 25.45 feet;
North 46 degrees 02 minutes 57 seconds West, 102.50 feet;
North 14 degrees 37 minutes 15 seconds West, 36.09 feet;
North 40 degrees 26 minutes 03 seconds West, 108.23 feet;
North 35 degrees 08 minutes 39 seconds East, 19.29 feet;
North 35 degrees 24 minutes 30 seconds West, 26.37 feet;
North 85 degrees 56 minutes 05 seconds West, 43.70 feet;
North 57 degrees 33 minutes 25 seconds West, 42.21 feet;
North 86 degrees 10 minutes 31 seconds West, 19.20 feet;
North 26 degrees 43 minutes 07 seconds West, 18.19 feet;
North 56 degrees 33 minutes 51 seconds West, 54.54 feet;
North 15 degrees 18 minutes 18 seconds West, 158.52 feet;
North 59 degrees 47 minutes 24 seconds West, 46.96 feet;
North 46 degrees 10 minutes 47 seconds West, 69.20 feet;

South 75 degrees 01 minutes 17 seconds West, 22.86 feet;
North 69 degrees 45 minutes 31 seconds West, 92.43 feet;
North 36 degrees 34 minutes 33 seconds West, 21.63 feet;
North 04 degrees 25 minutes 42 seconds West, 38.70 feet;
North 49 degrees 09 minutes 57 seconds West, 114.23 feet;
North 46 degrees 34 minutes 32 seconds West, 72.70 feet;
North 44 degrees 06 minutes 09 seconds West, 65.28 feet;
North 29 degrees 15 minutes 25 seconds West, 50.63 feet;
North 44 degrees 23 minutes 44 seconds West, 96.94 feet;
North 54 degrees 00 minutes 46 seconds West 120.20 feet, more or less, to the West line of said Section 14;

thence Northerly along said West line, North 01 degrees 20 minutes 12 seconds East, 814.42 feet, more or less, to the Southwest corner of that parcel of land conveyed to Oscar Lee Williams by deed recorded in Book 56 of Official Records, Page 356;

thence Northeasterly along the Southeasterly line of said parcel, North 67 degrees 19 minutes 11 seconds East (record bearing South 65 degrees 57 minutes West), 696.98 feet, more or less, to the intersection of said Southeasterly line with the North line of the South half of said Section 14, as said North line is shown on Book 48 of Surveys, Page 30;

thence Easterly along said North line, South 86 degrees 43 minutes 49 seconds East, 1806.64 feet, more or less, to the TRUE POINT OF BEGINNING.

Note, it is the intent that the legal boundary of parcels described herein "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

The above lands being the same as those described as Parcel A in Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded February 5, 2018 as Instrument No. 2018-002075, Humboldt County Official Records.

Said lands also being shown as Parcel A on Record of Survey filed in Book 74 of Surveys, pages 26 through 30, Humboldt County Records.

Parcel 51:

That portion of the South Half of Section 14 and the North Half of Section 23 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:
The South Half of Section 14 and the North Half of Section 23 of Township 4 North, Range 1 West, Humboldt Meridian, EXCEPTING THEREFROM the following parcels:

1. That parcel described as Parcel A in a Notice Lot Line Adjustment and Certificate Subdivision Compliance recorded February 5, 2018 as Instrument No. 2018-002075.
2. That parcel of land conveyed to Oscar Lee Williams by deed recorded in Book 56 Official Records, Page 356.
3. The Northwest Quarter of the Northwest Quarter of said Section 23.

4. That portion of said South Half of Section 14 and the North Half of Section 23 lying Easterly of the following described line:

COMMENCING at the Quarter corner between Sections 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, as said corner is shown on Book 71 of Surveys, Pages 44 through 50, Humboldt County Records;

thence Westerly along the Quarter Section line as said line is shown on Book 16 of Surveys, Page 61, North 87 degrees 33 minutes 05 seconds West, 2253.87 feet, more or less, to the East line of Lot 3 of Book 22 of Maps, Pages 67 and 68;

thence Southerly along said East line, South 01 degrees 25 minutes 44 seconds West, 32.36 feet, more or less, to the Quarter Section line as said line is shown on Book 22 of Maps, Pages 67 and 68;

thence Westerly along said Quarter Section line, North 88 degrees 22 minutes 26 seconds West, 362.10 feet, more or less, to the Center Quarter corner of Section 14, as said corner is shown on Book 48 of Surveys, Page 30;

thence Westerly along the Quarter Section line as said line is shown on Book 48 of Surveys, Page 30, North 86 degrees 43 minutes 49 seconds West, 177.34 feet, more or less, to the intersection of said line and an unnamed creek;

thence Southerly and downstream along the centerline of said unnamed creek the following courses:

South 30 degrees 45 minutes 16 seconds West, 30.54 feet;
South 04 degrees 01 minutes 29 seconds East, 99.64 feet;
South 05 degrees 48 minutes 02 seconds West, 83.32 feet;
South 48 degrees 19 minutes 08 seconds West, 31.30 feet;
South 15 degrees 51 minutes 14 seconds West, 47.44 feet;
South 22 degrees 19 minutes 36 seconds East, 29.40 feet;
South 17 degrees 28 minutes 14 seconds West, 84.29 feet;
South 30 degrees 19 minutes 16 seconds East, 25.06 feet;
South 29 degrees 18 minutes 50 seconds West, 35.18 feet;
South 02 degrees 07 minutes 18 seconds West, 128.82 feet;
South 23 degrees 52 minutes 59 seconds West, 41.61 feet;
South 20 degrees 03 minutes 23 seconds East, 20.76 feet;
South 16 degrees 41 minutes 43 seconds West, 91.36 feet;
South 13 degrees 35 minutes 41 seconds East, 98.01 feet;
South 47 degrees 50 minutes 16 seconds West, 45.18 feet;
South 20 degrees 11 minutes 07 seconds West, 47.28 feet;
South 43 degrees 48 minutes 13 seconds West, 62.38 feet;
South 11 degrees 35 minutes 29 seconds West, 36.84 feet;
South 26 degrees 24 minutes 56 seconds West, 37.35 feet;
South 09 degrees 23 minutes 52 seconds East, 39.32 feet;
South 35 degrees 50 minutes 19 seconds West, 83.19 feet;
South 21 degrees 23 minutes 33 seconds West, 54.81 feet;
South 40 degrees 15 minutes 59 seconds West, 93.00 feet;
South 16 degrees 09 minutes 48 seconds West, 89.21 feet;
South 50 degrees 14 minutes 30 seconds East, 32.87 feet;
South 35 degrees 04 minutes 20 seconds West, 22.02 feet;
South 21 degrees 28 minutes 57 seconds East, 24.52 feet;
South 07 degrees 21 minutes 21 seconds East, 53.11 feet;
South 13 degrees 56 minutes 09 seconds West, 36.37 feet;
South 24 degrees 11 minutes 30 seconds East, 27.72 feet;

South 15 degrees 25 minutes 06 seconds West, 35.80 feet;
South 07 degrees 50 minutes 26 seconds East, 102.62 feet;
South 22 degrees 50 minutes 45 seconds West, 30.18 feet;
South 01 degrees 27 minutes 51 seconds East, 123.64 feet;
South 04 degrees 24 minutes 47 seconds West, 97.77 feet;
South 41 degrees 13 minutes 46 seconds West, 22.83 feet;
South 07 degrees 30 minutes 54 seconds East, 55.56 feet;
South 38 degrees 39 minutes 40 seconds East, 32.18 feet;
South 58 degrees 03 minutes 55 seconds West, 40.71 feet;
South 12 degrees 52 minutes 28 seconds West, 104.64 feet;
South 43 degrees 29 minutes 29 seconds East, 28.66 feet;
South 04 degrees 18 minutes 33 seconds West, 48.63 feet;
South 55 degrees 17 minutes 21 seconds West, 41.88 feet;
South 09 degrees 00 minutes 33 seconds West, 68.56 feet;
South 20 degrees 28 minutes 25 seconds East, 47.45 feet;
South 36 degrees 00 minutes 30 seconds West, 18.27 feet;
South 39 degrees 56 minutes 53 seconds East, 37.69 feet;
South 00 degrees 01 minutes 14 seconds East, 30.54 feet;
South 74 degrees 02 minutes 36 seconds West, 21.08 feet;
South 01 degrees 12 minutes 55 seconds East, 35.17 feet, to the intersection of said
unnamed creek and another unnamed creek, said point being the TRUE POINT OF BEGINNING;
thence continuing Southeasterly and downstream along the centerline of said unnamed creek the
following courses:

South 31 degrees 14 minutes 28 seconds East, 48.59 feet;
South 08 degrees 41 minutes 57 seconds East, 31.06 feet;
South 67 degrees 56 minutes 53 seconds East, 49.69 feet;
South 36 degrees 59 minutes 53 seconds East, 66.46 feet;
South 56 degrees 24 minutes 34 seconds East, 62.90 feet;
South 47 degrees 57 minutes 03 seconds East, 74.56 feet;
North 88 degrees 30 minutes 33 seconds East, 22.60 feet;
North 51 degrees 22 minutes 53 seconds East, 28.35 feet;
South 45 degrees 17 minutes 08 seconds East, 40.81 feet;
South 27 degrees 49 minutes 55 seconds East, 34.71 feet;
South 11 degrees 27 minutes 34 seconds West, 26.71 feet;
South 49 degrees 24 minutes 35 seconds East, 43.48 feet;
North 87 degrees 36 minutes 37 seconds East, 24.14 feet;
South 48 degrees 51 minutes 59 seconds East, 42.55 feet;
South 17 degrees 30 minutes 01 seconds East, 43.60 feet;
South 41 degrees 18 minutes 21 seconds East, 57.67 feet;
South 05 degrees 13 minutes 51 seconds East, 49.97 feet;
South 01 degrees 03 minutes 35 seconds East, 31.01 feet;
South 37 degrees 53 minutes 47 seconds East, 25.09 feet;
South 66 degrees 27 minutes 49 seconds East, 25.09 feet;
South 50 degrees 33 minutes 03 seconds East, 30.32 feet;
South 76 degrees 59 minutes 40 seconds East, 40.03 feet;
South 84 degrees 38 minutes 20 seconds East, 50.13 feet;
South 41 degrees 48 minutes 37 seconds East, 89.35 feet;
South 67 degrees 09 minutes 08 seconds East, 69.77 feet;
South 40 degrees 12 minutes 26 seconds East, 58.10 feet;
South 56 degrees 54 minutes 13 seconds West, 50.01 feet;
South 29 degrees 50 minutes 35 seconds East, 30.43 feet;

South 06 degrees 02 minutes 10 seconds West, 55.05 feet;
South 67 degrees 05 minutes 16 seconds East, 47.81 feet;
South 22 degrees 47 minutes 25 seconds East, 31.32 feet;
South 00 degrees 09 minutes 16 seconds West, 43.06 feet;
South 50 degrees 03 minutes 20 seconds East, 50.82 feet;
South 84 degrees 16 minutes 21 seconds East, 22.16 feet;
South 26 degrees 48 minutes 14 seconds East, 45.73 feet;
South 16 degrees 20 minutes 11 seconds West, 48.08 feet;
South 15 degrees 24 minutes 04 seconds East, 35.92 feet;
South 04 degrees 41 minutes 27 seconds West, 45.99 feet;
South 43 degrees 45 minutes 37 seconds East, 56.54 feet;
South 04 degrees 44 minutes 36 seconds West, 20.99 feet;
South 58 degrees 18 minutes 33 seconds East, 56.84 feet;
South 84 degrees 55 minutes 34 seconds East, 38.86 feet;
South 50 degrees 05 minutes 37 seconds East, 48.03 feet;
South 84 degrees 10 minutes 13 seconds East, 75.66 feet;
North 60 degrees 03 minutes 59 seconds East, 25.11 feet;
South 54 degrees 50 minutes 31 seconds East, 34.97 feet;
South 03 degrees 25 minutes 04 seconds East, 72.14 feet;
South 50 degrees 29 minutes 20 seconds East, 31.69 feet;
South 12 degrees 44 minutes 52 seconds East, 58.81 feet;
South 26 degrees 16 minutes 10 seconds East, 41.01 feet;
South 04 degrees 26 minutes 23 seconds East, 64.83 feet;
South 43 degrees 32 minutes 27 seconds East, 67.42 feet;
South 22 degrees 43 minutes 14 seconds East, 22.69 feet;
South 39 degrees 09 minutes 50 seconds East, 34.34 feet;
South 56 degrees 28 minutes 37 seconds East, 27.53 feet;
South 67 degrees 21 minutes 01 seconds East, 26.95 feet;
North 88 degrees 56 minutes 53 seconds West, 29.48 feet;
South 70 degrees 22 minutes 00 seconds West, 60.75 feet;
South 47 degrees 26 minutes 42 seconds West, 66.39 feet;
South 58 degrees 49 minutes 43 seconds West, 50.04 feet;
South 44 degrees 32 minutes 06 seconds West, 52.89 feet;
South 58 degrees 17 minutes 10 seconds West, 36.36 feet;
South 80 degrees 17 minutes 49 seconds West, 32.24 feet;
South 47 degrees 33 minutes 38 seconds West, 30.93 feet;
South 42 degrees 03 minutes 06 seconds West, 115.96 feet;
South 55 degrees 29 minutes 55 seconds West, 91.27 feet;
South 16 degrees 06 minutes 27 seconds West, 53.73 feet;
South 44 degrees 05 minutes 57 seconds West, 24.25 feet;
South 68 degrees 00 minutes 10 seconds West, 28.55 feet;
South 45 degrees 38 minutes 48 seconds West, 82.16 feet;
South 37 degrees 27 minutes 37 seconds West, 28.01 feet;
South 58 degrees 02 minutes 51 seconds West, 28.66 feet;
South 76 degrees 42 minutes 41 seconds West, 28.51 feet;
South 59 degrees 49 minutes 07 seconds West, 38.86 feet;
South 47 degrees 13 minutes 57 seconds West, 53.06 feet;
South 86 degrees 53 minutes 36 seconds West, 49.50 feet;
South 41 degrees 41 minutes 05 seconds West, 28.17 feet;
South 28 degrees 53 minutes 01 seconds West, 28.13 feet;
South 16 degrees 47 minutes 13 seconds East, 20.63 feet;

South 48 degrees 07 minutes 34 seconds West, 14.70 feet;
South 71 degrees 11 minutes 18 seconds West, 62.95 feet;
North 77 degrees 04 minutes 14 seconds West, 41.63 feet;
North 84 degrees 22 minutes 08 seconds West, 53.17 feet;
South 77 degrees 30 minutes 14 seconds West, 28.38 feet;
South 31 degrees 44 minutes 01 seconds West, 24.74 feet;
South 65 degrees 17 minutes 54 seconds West, 41.53 feet;
North 62 degrees 34 minutes 44 seconds West, 71.72 feet;
South 83 degrees 06 minutes 32 seconds West, 48.94 feet;
North 62 degrees 29 minutes 56 seconds West, 42.74 feet;
North 06 degrees 24 minutes 45 seconds West, 17.12 feet;
South 79 degrees 00 minutes 45 seconds West, 43.38 feet;
South 60 degrees 58 minutes 01 seconds West, 54.23 feet;
North 86 degrees 55 minutes 01 seconds West, 36.58 feet;
North 39 degrees 15 minutes 57 seconds West, 30.70 feet;
South 89 degrees 24 minutes 18 seconds West, 299.42 feet;
South 25 degrees 49 minutes 03 seconds West, 33.66 feet;
South 56 degrees 14 minutes 22 seconds West, 41.82 feet;
North 82 degrees 50 minutes 47 seconds West, 53.24 feet;
South 44 degrees 40 minutes 16 seconds West, 73.69 feet;
North 89 degrees 48 minutes 22 seconds West, 48.76 feet;
South 46 degrees 07 minutes 03 seconds West, 35.76 feet;
South 53 degrees 30 minutes 06 seconds West, 102.06 feet;
South 35 degrees 28 minutes 47 seconds West, 68.29 feet;
South 24 degrees 12 minutes 55 seconds West, 59.43 feet;
South 62 degrees 50 minutes 57 seconds West, 61.39 feet;
South 38 degrees 07 minutes 18 seconds West, 128.11 feet;
South 46 degrees 25 minutes 37 seconds West, 116.48 feet;
South 47 degrees 45 minutes 47 seconds West, 76.76 feet;

South 16 degrees 16 minutes 39 seconds West, 45 feet, more or less, to the South line of the North Half of said Section 23.

Note, it is the intent that the legal boundary of parcels described herein "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and road.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

The above lands being the same as those described as Parcel D in Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded February 19, 2019 as Instrument No. 2019-003102, Humboldt County Official Records.

Said lands also being shown as Parcel D on Record of Survey filed in Book 74 of Surveys, pages 26 through 30, Humboldt County Records.

Parcel 52:

That portion of Section 23 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

The Northeast Quarter of the Southwest Quarter of said Section 23.

The North Half of Section 23 of Township 4 North, Range 1 West, Humboldt Meridian, EXCEPTING THEREFROM the following parcel:

That portion of said North Half of Section 23 lying Westerly of the following described line:

COMMENCING at the Quarter corner between Sections 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, as said corner is shown on Book 71 of Surveys, Pages 44 through 50, Humboldt County Records;

thence Westerly along the Quarter Section line as said line is shown on Book 16 of Surveys, Page 61, North 87 degrees 33 minutes 05 seconds West, 2253.87 feet, more or less, to the East line of Lot 3 of Book 22 of Maps, Pages 67 and 68;

thence Southerly along said East line, South 01 degrees 25 minutes 44 seconds West, 32.36 feet, more or less, to the Quarter Section line as said line is shown on Book 22 of Maps, Pages 67 and 68;

thence Westerly along said Quarter Section line, North 88 degrees 22 minutes 26 seconds West, 362.10 feet, more or less, to the Center Quarter corner of Section 14, as said corner is shown on Book 48 of Surveys, Page 30;

thence Westerly along the Quarter Section line as said line is shown on Book 48 of Surveys, Page 30, North 86 degrees 43 minutes 49 seconds West, 177.34 feet, more or less, to the intersection of said line and an unnamed creek;

thence Southerly and downstream along the centerline of said unnamed creek the following courses:

South 30 degrees 45 minutes 16 seconds West, 30.54 feet;
South 04 degrees 01 minutes 29 seconds East, 99.64 feet;
South 05 degrees 48 minutes 02 seconds West, 83.32 feet;
South 48 degrees 19 minutes 08 seconds West, 31.30 feet;
South 15 degrees 51 minutes 14 seconds West, 47.44 feet;
South 22 degrees 19 minutes 36 seconds East, 29.40 feet;
South 17 degrees 28 minutes 14 seconds West, 84.29 feet;
South 30 degrees 19 minutes 16 seconds East, 25.06 feet;
South 29 degrees 18 minutes 50 seconds West, 35.18 feet;
South 02 degrees 07 minutes 18 seconds West, 128.82 feet;
South 23 degrees 52 minutes 59 seconds West, 41.61 feet;
South 20 degrees 03 minutes 23 seconds East, 20.76 feet;
South 16 degrees 41 minutes 43 seconds West, 91.36 feet;
South 13 degrees 35 minutes 41 seconds East, 98.01 feet;
South 47 degrees 50 minutes 16 seconds West, 45.18 feet;
South 20 degrees 11 minutes 07 seconds West, 47.28 feet;
South 43 degrees 48 minutes 13 seconds West, 62.38 feet;
South 11 degrees 35 minutes 29 seconds West, 36.84 feet;
South 26 degrees 24 minutes 56 seconds West, 37.35 feet;
South 09 degrees 23 minutes 52 seconds East, 39.32 feet;
South 35 degrees 50 minutes 19 seconds West, 83.19 feet;
South 21 degrees 23 minutes 33 seconds West, 54.81 feet;
South 40 degrees 15 minutes 59 seconds West, 93.00 feet;
South 16 degrees 09 minutes 48 seconds West, 89.21 feet;
South 50 degrees 14 minutes 30 seconds East, 32.87 feet;

South 35 degrees 04 minutes 20 seconds West, 22.02 feet;
South 21 degrees 28 minutes 57 seconds East, 24.52 feet;
South 07 degrees 21 minutes 21 seconds East, 53.11 feet;
South 13 degrees 56 minutes 09 seconds West, 36.37 feet;
South 24 degrees 11 minutes 30 seconds East, 27.72 feet;
South 15 degrees 25 minutes 06 seconds West, 35.80 feet;
South 07 degrees 50 minutes 26 seconds East, 102.62 feet;
South 22 degrees 50 minutes 45 seconds West, 30.18 feet;
South 01 degrees 27 minutes 51 seconds East, 123.64 feet;
South 04 degrees 24 minutes 47 seconds West, 97.77 feet;
South 41 degrees 13 minutes 46 seconds West, 22.83 feet;
South 07 degrees 30 minutes 54 seconds East, 55.56 feet;
South 38 degrees 39 minutes 40 seconds East, 32.18 feet;
South 58 degrees 03 minutes 55 seconds West, 40.71 feet;
South 12 degrees 52 minutes 28 seconds West, 104.64 feet;
South 43 degrees 29 minutes 29 seconds East, 28.66 feet;
South 04 degrees 18 minutes 33 seconds West, 48.63 feet;
South 55 degrees 17 minutes 21 seconds West, 41.88 feet;
South 09 degrees 00 minutes 33 seconds West, 68.56 feet;
South 20 degrees 28 minutes 25 seconds East, 47.45 feet;
South 36 degrees 00 minutes 30 seconds West, 18.27 feet;
South 39 degrees 56 minutes 53 seconds East, 37.69 feet;
South 00 degrees 01 minutes 14 seconds East, 30.54 feet;
South 74 degrees 02 minutes 36 seconds West, 21.08 feet;
South 01 degrees 12 minutes 55 seconds East, 35.17 feet, to the intersection of said

unnamed creek and another unnamed creek;

thence continuing Southeasterly and downstream along the centerline of said unnamed creek the following courses:

South 31 degrees 14 minutes 28 seconds East, 48.59 feet;
South 08 degrees 41 minutes 57 seconds East, 31.06 feet;
South 67 degrees 56 minutes 53 seconds East, 49.69 feet;
South 36 degrees 59 minutes 53 seconds East, 66.46 feet;
South 56 degrees 24 minutes 34 seconds East, 62.90 feet;
South 47 degrees 57 minutes 03 seconds East, 74.56 feet;
North 88 degrees 30 minutes 33 seconds East, 22.60 feet;
North 51 degrees 22 minutes 53 seconds East, 28.35 feet;
South 45 degrees 17 minutes 08 seconds East, 40.81 feet;
South 27 degrees 49 minutes 55 seconds East, 34.71 feet;
South 11 degrees 27 minutes 34 seconds West, 26.71 feet;
South 49 degrees 24 minutes 35 seconds East, 43.48 feet;
North 87 degrees 36 minutes 37 seconds East, 24.14 feet;
South 48 degrees 51 minutes 59 seconds East, 42.55 feet;
South 17 degrees 30 minutes 01 seconds East, 43.60 feet;
South 41 degrees 18 minutes 21 seconds East, 57.67 feet;
South 05 degrees 13 minutes 51 seconds East, 49.97 feet;
South 01 degrees 03 minutes 35 seconds East, 31.01 feet;
South 37 degrees 53 minutes 47 seconds East, 25.09 feet;
South 66 degrees 27 minutes 49 seconds East, 25.09 feet;
South 50 degrees 33 minutes 03 seconds East, 30.32 feet;
South 76 degrees 59 minutes 40 seconds East, 40.03 feet;
South 84 degrees 38 minutes 20 seconds East, 50.13 feet;

South 41 degrees 48 minutes 37 seconds East, 89.35 feet;
South 67 degrees 09 minutes 08 seconds East, 69.77 feet;
South 40 degrees 12 minutes 26 seconds East, 58.10 feet;
South 56 degrees 54 minutes 13 seconds West, 50.01 feet;
South 29 degrees 50 minutes 35 seconds East, 30.43 feet;
South 06 degrees 02 minutes 10 seconds West, 55.05 feet;
South 67 degrees 05 minutes 16 seconds East, 47.81 feet;
South 22 degrees 47 minutes 25 seconds East, 31.32 feet;
South 00 degrees 09 minutes 16 seconds West, 43.06 feet;
South 50 degrees 03 minutes 20 seconds East, 50.82 feet;
South 84 degrees 16 minutes 21 seconds East, 22.16 feet;
South 26 degrees 48 minutes 14 seconds East, 45.73 feet;
South 16 degrees 20 minutes 11 seconds West, 48.08 feet;
South 15 degrees 24 minutes 04 seconds East, 35.92 feet;
South 04 degrees 41 minutes 27 seconds West, 45.99 feet;
South 43 degrees 45 minutes 37 seconds East, 56.54 feet;
South 04 degrees 44 minutes 36 seconds West, 20.99 feet;
South 58 degrees 18 minutes 33 seconds East, 56.84 feet;
South 84 degrees 55 minutes 34 seconds East, 38.86 feet;
South 50 degrees 05 minutes 37 seconds East, 48.03 feet;
South 84 degrees 10 minutes 13 seconds East, 75.66 feet;
North 60 degrees 03 minutes 59 seconds East, 25.11 feet;
South 54 degrees 50 minutes 31 seconds East, 34.97 feet;
South 03 degrees 25 minutes 04 seconds East, 72.14 feet;
South 50 degrees 29 minutes 20 seconds East, 31.69 feet;
South 12 degrees 44 minutes 52 seconds East, 58.81 feet;
South 26 degrees 16 minutes 10 seconds East, 41.01 feet;
South 04 degrees 26 minutes 23 seconds East, 64.83 feet;
South 43 degrees 32 minutes 27 seconds East, 67.42 feet;
South 22 degrees 43 minutes 14 seconds East, 22.69 feet;
South 39 degrees 09 minutes 50 seconds East, 34.34 feet;
South 56 degrees 28 minutes 37 seconds East, 27.53 feet;
South 67 degrees 21 minutes 01 seconds East, 26.95 feet;
North 88 degrees 56 minutes 53 seconds West, 29.48 feet;
South 70 degrees 22 minutes 00 seconds West, 60.75 feet;
South 47 degrees 26 minutes 42 seconds West, 66.39 feet;
South 58 degrees 49 minutes 43 seconds West, 50.04 feet;
South 44 degrees 32 minutes 06 seconds West, 52.89 feet;
South 58 degrees 17 minutes 10 seconds West, 36.36 feet;
South 80 degrees 17 minutes 49 seconds West, 32.24 feet;
South 47 degrees 33 minutes 38 seconds West, 30.93 feet;
South 42 degrees 03 minutes 06 seconds West, 115.96 feet;
South 55 degrees 29 minutes 55 seconds West, 91.27 feet;
South 16 degrees 06 minutes 27 seconds West, 53.73 feet;
South 44 degrees 05 minutes 57 seconds West, 24.25 feet;
South 68 degrees 00 minutes 10 seconds West, 28.55 feet;
South 45 degrees 38 minutes 48 seconds West, 82.16 feet;
South 37 degrees 27 minutes 37 seconds West, 28.01 feet;
South 58 degrees 02 minutes 51 seconds West, 28.66 feet;
South 76 degrees 42 minutes 41 seconds West, 28.51 feet;
South 59 degrees 49 minutes 07 seconds West, 38.86 feet;

South 47 degrees 13 minutes 57 seconds West, 53.06 feet;
South 86 degrees 53 minutes 36 seconds West, 49.50 feet;
South 41 degrees 41 minutes 05 seconds West, 28.17 feet;
South 28 degrees 53 minutes 01 seconds West, 28.13 feet;
South 16 degrees 47 minutes 13 seconds East, 20.63 feet;
South 48 degrees 07 minutes 34 seconds West, 14.70 feet;
South 71 degrees 11 minutes 18 seconds West, 62.95 feet;
North 77 degrees 04 minutes 14 seconds West, 41.63 feet;
North 84 degrees 22 minutes 08 seconds West, 53.17 feet;
South 77 degrees 30 minutes 14 seconds West, 28.38 feet;
South 31 degrees 44 minutes 01 seconds West, 24.74 feet;
South 65 degrees 17 minutes 54 seconds West, 41.53 feet;
North 62 degrees 34 minutes 44 seconds West, 71.72 feet;
South 83 degrees 06 minutes 32 seconds West, 48.94 feet;
North 62 degrees 29 minutes 56 seconds West, 42.74 feet;
North 06 degrees 24 minutes 45 seconds West, 17.12 feet;
South 79 degrees 00 minutes 45 seconds West, 43.38 feet;
South 60 degrees 58 minutes 01 seconds West, 54.23 feet;
North 86 degrees 55 minutes 01 seconds West, 36.58 feet;
North 39 degrees 15 minutes 57 seconds West, 30.70 feet;
South 89 degrees 24 minutes 18 seconds West, 299.42 feet;
South 25 degrees 49 minutes 03 seconds West, 33.66 feet;
South 56 degrees 14 minutes 22 seconds West, 41.82 feet;
North 82 degrees 50 minutes 47 seconds West, 53.24 feet;
South 44 degrees 40 minutes 16 seconds West, 73.69 feet;
North 89 degrees 48 minutes 22 seconds West, 48.76 feet;
South 46 degrees 07 minutes 03 seconds West, 35.76 feet;
South 53 degrees 30 minutes 06 seconds West, 102.06 feet;
South 35 degrees 28 minutes 47 seconds West, 68.29 feet;
South 24 degrees 12 minutes 55 seconds West, 59.43 feet;
South 62 degrees 50 minutes 57 seconds West, 61.39 feet;
South 38 degrees 07 minutes 18 seconds West, 128.11 feet;
South 46 degrees 25 minutes 37 seconds West, 116.48 feet;
South 47 degrees 45 minutes 47 seconds West, 76.76 feet;
South 16 degrees 16 minutes 39 seconds West, 45 feet, more or less, to the South line of

the North Half of said Section 23.

Note, it is the intent that the legal boundary of parcels described herein "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and road.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

The above lands being the same as those described as Parcel E in Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded February 19, 2019 as Instrument No. 2019-003102, Humboldt County Official Records.

Said lands also being shown as Parcel E on Record of Survey filed in Book 74 of Surveys, pages 26 through 30, Humboldt County Records.

Parcel 53:

That portion of the South Half of Section 13 and the South Half of Section 14 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

The South Half of Section 13 and the South Half of Section 14 of Township 4 North, Range 1 West, Humboldt Meridian, EXCEPTING THEREFROM the following parcels:

1. That portion lying West of the following described line:

COMMENCING at the Quarter corner between Sections 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, as said corner is shown on Book 71 of Surveys, Pages 44 through 50, Humboldt County Records;

thence Westerly along the Quarter Section line as said line is shown on Book 16 of Surveys, Page 61, North 87 degrees 33 minutes 05 seconds West, 2253.87 feet, more or less, to the East line of Lot 3 of Book 22 of Maps, Pages 67 and 68;

thence Southerly along said East line, South 01 degrees 25 minutes 44 seconds West, 32.36 feet, more or less, to the Quarter Section line as said line is shown on Book 22 of Maps, Pages 67 and 68;

thence Westerly along said Quarter Section line, North 88 degrees 22 minutes 26 seconds West, 362.10 feet, more or less, to the Center Quarter corner of Section 14, as said corner is shown on Book 48 of Surveys, Page 30;

thence Westerly along the Quarter Section line as said line is shown on Book 48 of Surveys, Page 30, North 86 degrees 43 minutes 49 seconds West, 177.34 feet, more or less, to the intersection of said line and an unnamed creek, said point being the TRUE POINT OF BEGINNING;

thence Southerly and downstream along the centerline of said unnamed creek the following courses:

South 30 degrees 45 minutes 16 seconds West, 30.54 feet;
South 04 degrees 01 minutes 29 seconds East, 99.64 feet;
South 05 degrees 48 minutes 02 seconds West, 83.32 feet;
South 48 degrees 19 minutes 08 seconds West, 31.30 feet;
South 15 degrees 51 minutes 14 seconds West, 47.44 feet;
South 22 degrees 19 minutes 36 seconds East, 29.40 feet;
South 17 degrees 28 minutes 14 seconds West, 84.29 feet;
South 30 degrees 19 minutes 16 seconds East, 25.06 feet;
South 29 degrees 18 minutes 50 seconds West, 35.18 feet;
South 02 degrees 07 minutes 18 seconds West, 128.82 feet;
South 23 degrees 52 minutes 59 seconds West, 41.61 feet;
South 20 degrees 03 minutes 23 seconds East, 20.76 feet;
South 16 degrees 41 minutes 43 seconds West, 91.36 feet;
South 13 degrees 35 minutes 41 seconds East, 98.01 feet;
South 47 degrees 50 minutes 16 seconds West, 45.18 feet;
South 20 degrees 11 minutes 07 seconds West, 47.28 feet;
South 43 degrees 48 minutes 13 seconds West, 62.38 feet;
South 11 degrees 35 minutes 29 seconds West, 36.84 feet;
South 26 degrees 24 minutes 56 seconds West, 37.35 feet;
South 09 degrees 23 minutes 52 seconds East, 39.32 feet;

South 35 degrees 50 minutes 19 seconds West, 83.19 feet;
South 21 degrees 23 minutes 33 seconds West, 54.81 feet;
South 40 degrees 15 minutes 59 seconds West, 93.00 feet;
South 16 degrees 09 minutes 48 seconds West, 89.21 feet;
South 50 degrees 14 minutes 30 seconds East, 32.87 feet;
South 35 degrees 04 minutes 20 seconds West, 22.02 feet;
South 21 degrees 28 minutes 57 seconds East, 24.52 feet;
South 07 degrees 21 minutes 21 seconds East, 53.11 feet;
South 13 degrees 56 minutes 09 seconds West, 36.37 feet;
South 24 degrees 11 minutes 30 seconds East, 27.72 feet;
South 15 degrees 25 minutes 06 seconds West, 35.80 feet;
South 07 degrees 50 minutes 26 seconds East, 102.62 feet;
South 22 degrees 50 minutes 45 seconds West, 30.18 feet;
South 01 degrees 27 minutes 51 seconds East, 123.64 feet;
South 04 degrees 24 minutes 47 seconds West, 97.77 feet;
South 41 degrees 13 minutes 46 seconds West, 22.83 feet;
South 07 degrees 30 minutes 54 seconds East, 55.56 feet;
South 38 degrees 39 minutes 40 seconds East, 32.18 feet;
South 58 degrees 03 minutes 55 seconds West, 40.71 feet;
South 12 degrees 52 minutes 28 seconds West, 104.64 feet;
South 43 degrees 29 minutes 29 seconds East, 28.66 feet;
South 04 degrees 18 minutes 33 seconds West, 48.63 feet;
South 55 degrees 17 minutes 21 seconds West, 41.88 feet;
South 09 degrees 00 minutes 33 seconds West, 68.56 feet;
South 20 degrees 28 minutes 25 seconds East, 47.45 feet;
South 36 degrees 00 minutes 30 seconds West, 18.27 feet;
South 39 degrees 56 minutes 53 seconds East, 37.69 feet;
South 00 degrees 01 minutes 14 seconds East, 30.54 feet;
South 74 degrees 02 minutes 36 seconds West, 21.08 feet;
South 01 degrees 12 minutes 55 seconds East, 35.17 feet, to the intersection of said

unnamed creek and another unnamed creek;

thence continuing Southeasterly and downstream along the centerline of said unnamed creek the following courses:

South 31 degrees 14 minutes 28 seconds East, 48.59 feet;
South 08 degrees 41 minutes 57 seconds East, 31.06 feet;
South 67 degrees 56 minutes 53 seconds East, 49.69 feet;
South 36 degrees 59 minutes 53 seconds East, 66.46 feet;
South 56 degrees 24 minutes 34 seconds East, 62.90 feet;
South 47 degrees 57 minutes 03 seconds East, 74.56 feet;
North 88 degrees 30 minutes 33 seconds East, 22.60 feet;
North 51 degrees 22 minutes 53 seconds East, 28.35 feet;
South 45 degrees 17 minutes 08 seconds East, 40.81 feet;
South 27 degrees 49 minutes 55 seconds East, 34.71 feet.

2. That parcel of land conveyed to the County of Humboldt by a grant deed for McKay Tract Community Forest (Phase1) Tract B, Parcel 10, recorded August 21, 2014 as Instrument No. 2014-014702-19.
3. That portion lying North of the following described line:

COMMENCING at the Quarter corner between sections 13 and 14 of Township 4

North, Range 1 West, as said corner is shown on Book 71 of Surveys, Pages 44 through 50, Humboldt County Records;

thence Westerly along the Quarter Section line as said line is shown on Book 16 of Surveys, Page 61, North 87 degrees 33 minutes 05 seconds West, 1150.25 feet, more or less, to the intersection of said line and an unnamed creek, said point being the TRUE POINT OF BEGINNING;

thence Southerly and Easterly, downstream, along the centerline of said unnamed creek the following courses:

South 19 degrees 43 minutes 23 seconds East, 11.94 feet;
South 42 degrees 53 minutes 58 seconds East, 136.93 feet;
South 07 degrees 48 minutes 27 seconds West, 83.71 feet;
South 15 degrees 13 minutes 57 seconds East, 84.27 feet;
South 53 degrees 07 minutes 44 seconds East, 62.29 feet;
South 28 degrees 24 minutes 28 seconds East, 44.46 feet;
South 73 degrees 25 minutes 02 seconds East, 55.92 feet;
South 46 degrees 39 minutes 30 seconds East, 141.57 feet;
South 58 degrees 58 minutes 49 seconds East, 56.77 feet;
South 46 degrees 27 minutes 10 seconds East, 137.24 feet;
South 48 degrees 09 minutes 23 seconds East, 133.53 feet;
South 34 degrees 59 minutes 04 seconds East, 106.41 feet;
South 51 degrees 55 minutes 42 seconds East, 44.27 feet;
South 69 degrees 08 minutes 58 seconds East, 31.34 feet;
South 33 degrees 16 minutes 33 seconds East, 27.28 feet;
North 04 degrees 44 minutes 24 seconds East, 23.63 feet;
North 43 degrees 35 minutes 53 seconds East, 34.05 feet;
North 69 degrees 31 minutes 30 seconds East, 55.48 feet;
North 45 degrees 29 minutes 20 seconds East, 87.27 feet;
North 82 degrees 47 minutes 05 seconds East, 34.82 feet;
North 56 degrees 37 minutes 55 seconds East, 65.47 feet;
North 34 degrees 52 minutes 07 seconds East, 121.54 feet;
North 71 degrees 22 minutes 05 seconds East, 123.20 feet;
North 39 degrees 48 minutes 03 seconds East, 74.01 feet;
North 80 degrees 13 minutes 30 seconds East, 46.96 feet;
North 43 degrees 44 minutes 19 seconds East, 40.15 feet;
North 76 degrees 15 minutes 08 seconds East, 32.09 feet;
North 52 degrees 44 minutes 25 seconds East, 29.95 feet;
North 69 degrees 02 minutes 14 seconds East, 25.67 feet;
South 85 degrees 50 minutes 58 seconds East, 27.58 feet;
South 69 degrees 36 minutes 03 seconds East, 24.98 feet;
South 89 degrees 27 minutes 18 seconds East, 18.19 feet;
South 60 degrees 06 minutes 10 seconds East, 60.16 feet;
South 84 degrees 54 minutes 48 seconds East, 30.20 feet;
South 57 degrees 06 minutes 04 seconds East, 101.20 feet;
South 53 degrees 13 minutes 03 seconds East, 52.52 feet;
South 77 degrees 17 minutes 16 seconds East, 18.51 feet;
South 58 degrees 09 minutes 16 seconds East, 80.86 feet;
South 52 degrees 15 minutes 46 seconds East, 55.39 feet;
South 59 degrees 36 minutes 10 seconds East, 21.35 feet;
South 85 degrees 23 minutes 45 seconds East, 22.78 feet;
South 69 degrees 10 minutes 25 seconds East, 23.00 feet;

South 87 degrees 22 minutes 09 seconds East, 25.23 feet;
South 45 degrees 25 minutes 55 seconds East, 18.20 feet;
South 73 degrees 01 minutes 31 seconds East, 30.94 feet;
South 27 degrees 09 minutes 21 seconds East, 38.81 feet;
South 71 degrees 40 minutes 24 seconds East, 21.07 feet;
South 51 degrees 04 minutes 20 seconds East, 35.35 feet;
South 65 degrees 53 minutes 59 seconds East, 21.34 feet;
South 12 degrees 08 minutes 01 seconds East, 21.70 feet;
South 01 degrees 47 minutes 30 seconds East, 19.89 feet;
South 26 degrees 27 minutes 58 seconds East, 42.20 feet;
South 04 degrees 31 minutes 23 seconds West, 11.77 feet;
South 37 degrees 54 minutes 48 seconds West, 23.25 feet;
South 01 degrees 03 minutes 11 seconds West, 41.79 feet;
South 32 degrees 28 minutes 01 seconds East, 39.84 feet;
South 21 degrees 46 minutes 58 seconds East, 46.41 feet;
South 07 degrees 39 minutes 10 seconds West, 166.51 feet;

South 27 degrees 07 minutes 57 seconds East 76.14 feet, more or less, to the centerline of a truck road commonly known as the R-7-2 Road on Green Diamond Resource Company maps, as said road is described in Instrument No. 2014-014702-19.

Note, it is the intent that the legal boundary of parcels described herein as “along the centerline” of a creek or gulch follow the natural meanderings of said creek. Courses along said centerline are informational and are to be considered secondary to the physical location of called for creeks and road.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

The above lands being the same as those described as Parcel F in Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded February 19, 2019 as Instrument No. 2019-003102, Humboldt County Official Records.

Said lands also being shown as Parcel F on Record of Survey filed in Book 74 of Surveys, pages 26 through 30, Humboldt County Records.

TRACT B

Easement Rights as contained in and subject to the terms of that certain document entitled “Reciprocal Access Easement” dated: August 20, 2014 and executed by and between Green Diamond Resource Company, a Washington corporation and Humboldt County, a political subdivision of the State of California, recorded August 21, 2014 as Instrument No. 2014-014703-54 Humboldt County Official Records.

EXHIBIT B
County Property (Phase 1 & 2)

Humboldt County Community Forest – McKay Tract (Phase 1)

The land referred to herein below is situated in the County of Humboldt, State of California and is described as follows:

Tract A:

Parcel 1:

Those portions of the Southwest Quarter of the Northwest Quarter and the Southwest Quarter of fractional Section 30, Township 5 North, Range 1 East, and that portion of Swamp and Overflow Location No. 128 in the Northwest Quarter of fractional Section 25, Township 5 North, Range 1 West, Humboldt Meridian, described as follows:

BEGINNING at the quarter section post on the West line of Section 30, Township 5 North, Range 1 East, Humboldt Meridian:

thence East to the West bank of Ryan Slough;

thence in a southerly direction, following the meanders of Ryan's Slough to the County Road;

thence West to the West line of said Section 30;

thence North along the West line of Section 30 to the place of beginning.

EXCEPTING THEREFROM the following 3 conveyances:

1. McKay & Company to Richard Sweasey recorded on January 20, 1906 in Book 95 of Deeds, page 156, Humboldt County Records.

2. McKay & Company to the City of Eureka recorded on June 6, 1950 in Book 135 of Official Records, page 383, Humboldt County Records.

3. Pacific Conservation Company to Pacific Gas and Electric Company recorded March 10, 1958 in Book 481 of Official records, page 532 Humboldt County Records, and re-recorded June 5, 1958 in Book 491 of Official Records, page 606, Humboldt County Records.

APN 017-151-007

TOGETHER WITH:

BEGINNING at the quarter section post on the West line of Section 30, Township 5 North, Range 1 East, Humboldt Meridian:

thence North, 9 chains;

thence Southeasterly to a point 4.5 chains due East of the place of beginning;
thence West 4.5 chains to the place of beginning.

EXCEPTING THEREFROM that portion conveyed by McKay & Company to the City of Eureka recorded June 6, 1950 in Book 135 of Official Records, page 383, Humboldt County Records.

APN 017-141-004

TOGETHER WITH:

BEGINNING at the quarter section post on the East line of Section 25, Township 5 North, Range 1 West, Humboldt Meridian:

thence North on the meandering line between high land and marsh land to a point on line between Section 24 and Section 25;

thence East on the North line of Section 25 to the Northeast corner of said section;

thence South on the East line of said Section 25 to the point of beginning.

EXCEPTING THEREFROM that portion conveyed by McKay & Company to the County of Humboldt recorded November 30, 1901 in Book 77 of Deeds, page 26, Humboldt County Records.

APN 015-061-001 and 015-171-001

Being the same property described as "Parcel 39" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

Parcel 2:

That portion of the East Half of the Southeast Quarter of Section 25, Township 5 North, Range 1 West, Humboldt Meridian, described as follows:

BEGINNING at a point distant 33 feet West from the intersection of the Section line between Sections 25 and 36, Township 5 North, Range 1 West, Humboldt Base and Meridian with the Humboldt Meridian line:

running thence West, 16.5 feet on said Section line between Sections 25 and 36;

running thence Northerly and parallel with said Humboldt Meridian line 850 feet more or less to land purchased by Allan McKay and Alexander Connick from John S. Connick as described in Deed dated April 12, 1883 and recorded in Book 8 of Deeds at page 331, Humboldt County Records;

thence Easterly and parallel with said Section line between Sections 25 and 36 a distance of 16.5 feet;

thence Southerly and parallel with said Humboldt Meridian line 850 feet more or less to the point of beginning.

Being the same property described as "Parcel 37" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 016-201-005 portion

Parcel 3:

That portion of the East Half of the Southeast Quarter of Section 25, Township 5 North, Range 1 West, Humboldt Meridian, described as follows:

BEGINNING on the Humboldt Meridian Line at its intersection with the South boundary of the County Road leading from Eureka to Arcata and running from thence West along the South boundary of said County Road to a point which bears West from said Meridian line and is distant 100 feet;
thence South parallel with said Meridian line 700 feet;
thence at right angle East 67 feet;
thence South parallel with said Meridian line to the South boundary of said section;
thence East along the South boundary of said section, 33 feet to said Meridian line;
thence North on said last named line to the place of beginning.

Being the same property described as "Parcel 38" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 016-181-002, 016-191-004 and 016-201-005 portion

Parcel 4:

That portion of the Southwest Quarter of the Southwest Quarter of Section 30 and of the Northwest Quarter of the Northwest Quarter of Section 31, described as follows:

BEGINNING at a point on the North Bank of Ryan's Slough and 11.90 chains South from the common corner to Sections 30 and 31, Township 5 North, Range 1 East, Humboldt Base and Meridian and Sections 25 and 36, Township 5 North, Range 1 West, Humboldt Base and Meridian;
thence North 31 degrees 35 minutes East, 3.00 chains;
thence North 22 degrees 25 minutes East, 3.38 chains;
thence North 18 degrees 12 minutes East, 1.65 chains;
thence North 8 degrees 13 minutes East, 1.86 chains;
thence North 7 degrees 41 minutes West, 2.92 chains;
thence North 11 degrees 02 minutes West, 8.78 chains;
thence North 14 degrees 69 minutes West, 4.17 chains;
thence North 17 degrees 45 minutes West 2.85 chains to Section line running North and South and forming the West boundary of said Sections 30 and 31;
thence South 27.48 chains along said Section line to the point of beginning.

Being the same property described as "Parcel 36" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 017-164-002 and 017-173-003

Tract B:

Parcel 1:

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

That portion of the Northeast Quarter of Section 36 lying northerly and westerly of the centerline of Ryan Creek.

EXCEPTING THEREFROM the following described property:

1. That portion conveyed by McKay & Company to John Connick recorded January 31, 1902 in Book 77 of Deeds, page 148, Humboldt County Records.
2. That portion conveyed by McKay & Company to the County of Humboldt recorded June 19, 1936 in Book 224 of Deeds, page 98, Humboldt County Records.
3. That portion conveyed by McKay & Company to Bank of America National Trust & Savings Association recorded September 27, 1937 in Book 231 of Deeds, page 78, Humboldt County Records.
4. That portion conveyed by McKay & Company to the Ninth District Agricultural Association recorded June 5, 1940 in Book 244 of Deeds, page 292, Humboldt County Records.

ALSO EXCEPTING THEREFROM that portion within the boundaries of the “North McKay Exception” described hereinafter.

Being a portion of the property described in the Conditional Certificate of Subdivision Compliance recorded at Instrument No. 2011-18878-3, Humboldt County Official Records.

APN 017-031-007 portion

Parcel 2:

Parcel “B” as described in the Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded at Instrument No. 2013-11172-10, and Amendment thereto and recorded December 31, 2013 as Instrument No. 2013-028888-11, Humboldt County Official Records.

EXCEPTING THEREFROM that portion lying easterly of the centerline of Ryan Creek.

ALSO EXCEPTING THEREFROM that portion within the boundaries of the “North McKay Exception” described hereinafter.

ALSO EXCEPTING THEREFROM that portion within the boundaries of the “Mid McKay Exception” described hereinafter.

APN 017-032-009 portion, 017-071-010, 017-071-011 portion, 017-072-004, 017-073-003, 017-073-006 and 300-011-014

Parcel 3:

That portion of the Northeast Quarter of Section 1 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

Being a portion of the property described as “Parcel 30” in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 300-011-013 portion

Parcel 4:

Those portions of the Northeast Quarter of Section 11 and of the Southeast Quarter of Section 2 and the South Half of the Northeast Quarter of Section 2, Township 4 North, Range 1 West, Humboldt Meridian, which lie East of the centerline of the County Road as described in the deed to the County of Humboldt

dated July 12, 1941 and recorded May 2, 1942 in Book 255 of Deeds, page 315, Humboldt County Records.

EXCEPTING THEREFROM the following described property:

1. That portion of the Southeast Quarter of Section 2 conveyed by the Pacific Conservation Company to the Humboldt Community Services District recorded August 4, 1955 in Book 351 of Official Records, page 44, Humboldt County Records.
2. That portion of the Northeast Quarter of Section 11 and of the Southeast Quarter of Section 2 and the South Half of the Northeast Quarter of Section 2 conveyed by the Pacific Conservation Company to the County of Humboldt recorded February 28, 1961 in Book 625 of Official Records, page 40, Humboldt County Records.
3. That portion of the Southeast Quarter of Section 2 conveyed by the Pacific Conservation Company to the Humboldt Community Services District recorded August 15, 1962 in Book 699 of Official Records, page 233, Humboldt County Records.
4. That portion of the South Half of the Northeast Quarter of Section 2 conveyed by the Pacific Conservation Company to Howard and Juanita Sharp recorded June 25, 1964 in Book 793 of Official Records, page 477, Humboldt County Records.
5. That portion of the South Half of the Northeast Quarter of Section 2 conveyed by the Pacific Conservation Company to Frank and Elizabeth Gordon recorded March 17, 1966 in Book 875 of Official Records, page 432, Humboldt County Records.
6. That portion of the Southeast Quarter of Section 2 conveyed by the Georgia-Pacific Corporation to the Humboldt Community Services District recorded December 14, 1971 in Book 1116 of Official Records, page 225, Humboldt County Records.
7. That portion of the South Half of the Northeast Quarter of Section 2 conveyed by Louisiana-Pacific Corporation to James C. Maas and Nancy C. Maas recorded February 22, 1974 in Book 1227 of Official Records, page 335, Humboldt County Records.
8. That portion of the Southeast Quarter of Section 2 conveyed by the Louisiana-Pacific Corporation to the Humboldt Community Services District recorded October 19, 1990 at Instrument No. 1990-25340, Humboldt County Official Records.
9. That portion of the Northeast Quarter of Section 11 conveyed by Louisiana-Pacific Corporation to McKenny et al. recorded August 18, 1992 at Instrument No. 1992-23796, Humboldt County Official Records.
10. That portion of the Northeast Quarter of Section 11 and the Southeast Quarter of Section 2 conveyed by Green Diamond Resource Company, a Washington corporation, to the Humboldt Community Services District, a California public entity, recorded January 31, 2013 at Instrument No. 2013-002320-8, Humboldt County Official Records.

ALSO EXCEPTING THEREFROM that portion within the boundaries of the "Mid McKay Exception" described hereinafter.

Being a portion of that property described in the Conditional Certificate of Subdivision Compliance recorded at Instrument No. 2011-18877-4, Humboldt County Official Records.

APN 303-011-003 and 300-011-015 portion

Parcel 5:

That portion of the Northwest Quarter of Section 12 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

Being a portion of the property described as "Parcel 8" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 303-012-001 portion

Parcel 6:

That portion of the Northeast Quarter of Section 12 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

Being a portion of the property described as "Parcel 9" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 303-012-001 portion

Parcel 7:

That portion of the Southwest Quarter of Section 12 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM that portion within the boundaries of the "South McKay Exception" described hereinafter.

Being a portion of the property described as "Parcel 24" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 303-012-001 portion

Parcel 8:

That portion of the Northwest Quarter of Section 13 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM that certain portion of land conveyed by Louisiana-Pacific Corporation to Arvilla L. Rost by deed recorded in Book 1201 of Official Records, page 541, described as follows:

BEGINNING at a point on the west line of said Section 13 at a point distant southerly thereon 924 feet from the northwest corner of said Section; said point of beginning being the Northeast corner of the parcel of land described as PARCEL ONE under the heading of PARCEL TWO in the Decree of Distribution in the matter of the Estate of Elwood V. Rost, deceased to Arvilla L. Rost, recorded March 10, 1961 in Book 626 of Official Records, page 484, as Recorder's File No. 4101, Humboldt County Records;

running thence south along the Section line, 132 feet;

thence easterly parallel with the north line of said Section 13, a distance of 30 feet;

thence north, parallel with the west line of said Section, a distance of 132 feet;

and thence westerly, parallel with the north line of said Section 13, a distance of 30 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion within the boundaries of the "South McKay Exception" described hereinafter.

Being a portion of the property described as "Parcel 29" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 303-012-006 portion

Parcel 9:

Those portions of the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

Being a portion of the property described as "Parcel 25" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 303-012-001 portion and APN 303-012-006 portion

Parcel 10:

That portion of the South Half of Section 13 lying westerly of the centerline of Ryan Creek, Township 4 North, Range 1 West, Humboldt Meridian.

EXCEPTING THEREFROM that portion lying southerly of the West Fork of Ryan Creek.

ALSO EXCEPTING THEREFROM that portion within the boundaries of the "South McKay Exception" described hereinafter.

Being a portion of the property described as "Parcel 7" in the Certificate of Subdivision Compliance recorded at Instrument No. 2011-18875-8, Humboldt County Official Records.

APN 303-012-006 portion

NORTH MCKAY EXCEPTION

That portion of Section 36, Township 5 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the deed to Louisiana-Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335 (see pages 367 to 373 thereon), in the office of the Humboldt County Recorder, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 36;

thence North 01° 51' 29" East for 601.95 feet (North 00° 28'12" East, 602.51 feet per Doc. # 1997-28278-6) along the West line of said Northeast Quarter of the Northwest Quarter of Section 36 to the Southwest corner of the North Half of Lot 13 as shown on the Record of Survey filed in Book 17 of Surveys, Page 59, Humboldt County Records;

thence South 87° 09' 36" East for 466.00 feet (South 88°32'20" East, 465.86 feet per Doc.# 1997-28278-6) along the South line of said North Half of Lot 13 to a point on the West line of Freese Avenue as shown on said Record of Survey;

thence along the West line of Freese Avenue South 01° 42' 28" West for 256.77 feet (South 00°18'56" West, 256.66 feet per Doc.# 1997-28278-6) to the South line of Elk Street and the **TRUE POINT OF BEGINNING**;

thence South 89° 45' 42" East for 511.63 feet (North 89° 34' 04" East 510.13 feet per Doc.# 1997-28278-6) along the South line of said Elk Street to a one inch iron pipe with a plastic plug stamped "CRIVELLI LS 7015", said iron pipe being located at the intersection of the southerly extension of the East line of Lot 10 of the McKay Tract, filed in Book 13 of Maps, pages 136-137, Humboldt County Records, and the South line of Elk Street;

thence North 01° 42' 18" East for 905.39 feet (North 00° 31' 50" East, 907.24 feet per Doc. # 1997-28278-6) along the East line of Lots 10 and 11 of the McKay Tract to the Southwest corner of the land described in the deed to the County of Humboldt recorded April 10, 1961 in Book 630 of Official Records, page 560, Humboldt County Records;

thence along the South line of said land South 88° 43' 02" East for 129.02 feet (North 89° 04' 29" East, 128.19 feet per Doc. # 1997-28278-6);

thence along the South line of said land North 60° 19' 08" East for 58.30 feet (North 58° 06' 39" East 58.31 feet per Doc. # 1997-28278-6);

thence leaving said South line South 01° 16' 58" West for 59.99 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 1";
thence South 49° 31' 05" West for 119.27 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 2";
thence South 17° 37' 59" West for 149.99 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 3";
thence South 01° 00' 18" East for 76.29 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 4";
thence South 08° 44' 55" East for 231.36 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 5";
thence South 13° 33' 21" East for 146.92 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 6";
thence South 10° 23' 36" East for 139.62 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 7";
thence South 18° 36' 10" East for 123.68 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 8";
thence South 24° 38' 45" East for 500.59 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 9";
thence South 16° 12' 58" West for 106.73 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 10";
thence South 10° 21' 50" West for 180.07 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 11";
thence South 25° 49' 03" West for 131.41 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 12";
thence South 45° 33' 55" West for 135.06 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 13";
thence South 61° 55' 29" West for 197.67 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 14";
thence South 76° 35' 50" West for 172.00 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 15";

thence South 67° 53' 22" West for 130.38 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 16";
thence North 85° 12' 57" West for 113.97 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 17";
thence North 63° 38' 52" West for 307.34 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 18";
thence North 81° 29' 52" West for 83.13 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 19";
thence South 49° 12' 45" West for 152.29 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 20";
thence South 79° 08' 35" West for 92.80 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 21";
thence North 72° 49' 09" West for 85.02 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 22";
thence South 50° 52' 10" West for 162.83 feet to a ¾" galvanized iron pipe (gip) with 1" brass washer stamped "Jackson LS 8153 AP 23" on the westerly boundary of that property described per Doc. # 1997-28278-6;

thence North 01° 49' 10" East (North 00° 29' 40" East per Doc. # 1997-28278-6) for 142.16 feet to the beginning of a curve concave to the southwest, having a radius of 429.95 feet (430.00 feet per Doc. # 1997-28278-6);

thence left along said curve for an arc length of 675.37 feet (675.44 feet per Doc. # 1997-28278-6), said curve having a chord bearing of North 43° 07' 19" West;

thence North 88° 07' 15" West for 84.34 feet (North 89° 30' 20" West 84.36 feet per Doc. # 1997-28278-6) to a point on the East line of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 36;

thence North 01° 48' 25" East for 324.41 feet (North 00° 24' 58" East 324.41 feet per Doc. # 1997-28278-6) along said East line to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 36;

thence South 88° 39' 23" East (North 89° 59' 37" East per Doc. # 1997-28278-6) for 555.64 feet (555.72 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11) along the South line to a point which is North 88° 39' 23" West 90.92 feet (90.93 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11) from the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 36;

thence South 40° 40' 43" West for 29.84 feet (South 38° 50' 32" West, 29.84 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 53° 42' 17" West for 14.34 feet (South 51° 52' 09" West, 14.34 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 43° 35' 41" West for 26.98 feet (South 41° 45' 30" West, 26.98 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 24° 52' 09" West for 34.81 feet (South 23° 01' 55" West, 34.81 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 38° 44' 07" East for 30.24 feet (South 40° 34' 29" East, 30.24 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 44° 06' 49" East for 14.35 feet (South 45° 57' 11" East, 14.35 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 54° 24' 54" East for 50.80 feet (South 56° 15' 16" East, 50.81 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 47° 29' 03" East for 21.71 feet (South 49° 19' 25" East, 21.71 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 44° 53' 19" East for 46.67 feet (South 46° 43' 41" East, 46.68 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 22° 14' 25" West for 35.85 feet (South 20° 24' 10" West, 35.85 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 18° 19' 58" East for 50.65 feet (South 20° 10' 19" East, 50.65 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 04° 00' 28" West for 35.55 feet (South 02° 10' 10" West, 35.55 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11);

thence South 22° 02' 15" East for 27.97 feet (South 23° 52' 36" East, 27.97 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11) to the North line of Parcel "B" as shown on the Record of Survey filed in Book 65 of Surveys, pages 9 through 12, Humboldt County Records;

thence South 88° 14' 41" East for 483.22 feet (North 89° 55' 00" East, 483.29 per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11) along said North line to the southerly projection of the West line of Freese Avenue as shown on the Record of Survey filed in Book 17 of Surveys, page 59, Humboldt County Records;

thence North 01° 42' 01" East for 670.92 feet (North 00° 08' 00" West, 671.02 feet per Instrument # 2013-011172-10 as Amended by Instrument # 2013-028888-11) along said West line to the **TRUE POINT OF BEGINNING**.

MID MCKAY EXCEPTION

Those portions of Sections 1 and 2 in Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the deed to Louisiana-Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335 (see pages 354 to 359 thereon), in the office of the Humboldt County Recorder, described as follows:

BEGINNING at the Northeast corner of the South Half of the Northeast Quarter of Section 2, Township 4 North, Range 1 West, Humboldt Meridian, which is monumented with a ¾ inch galvanized iron pipe with an LS 2910 washer in a concrete plug and the **TRUE POINT OF BEGINNING**;

thence North 88° 24' 26" West for 1203.94 feet along the northerly boundary of the South Half of the Northeast Quarter to the East line of that parcel quitclaimed to Frank E. Gordon and Elizabeth Gordon recorded March 17, 1966 in Book 875 of Official Records, page 432, Humboldt County Records;

thence South 01° 50' 13" West for 5.91 feet to the Southeast corner of said parcel;

thence North 88° 09' 47" West for 235.16 feet along the South line of said parcel to the East line of that land conveyed to Howard J. Sharp and Juanita B. Sharp recorded June 25, 1964 in Book 793 of Official Records, page 477, Humboldt County Records;

thence South 01° 50' 13" West for 26.55 feet to the Southeast corner of said land;

thence North 88° 09' 47" West for 84.39 feet (North 89° 39' West for 90.00 feet per Book 793 of Official Records, page 477) along the South line of said land to the East line of the land conveyed to the County of Humboldt recorded February 28, 1961 in Book 625 of Official Records, page 40;

thence southerly along said East line to the Northwest corner of that parcel conveyed to the Humboldt Community Services District recorded January 31, 2013 at Instrument # 2013-002320-8 and shown on Book 70 of Surveys, Pages 57 and 58, Humboldt County Records;

thence along the northerly boundary of said parcel South 52° 19' East for 33.77 feet;

thence continuing along the northerly boundary of said parcel South 82° 11' East for 153.14 feet;

thence continuing along the northerly boundary of said parcel South 88° 55' East for 116.88 feet;

thence continuing along the northerly boundary of said parcel South 73° 42' East for 94.79 feet;

thence continuing along the northerly boundary of said parcel South 78° 33' East for 102.92 feet;

thence continuing along the northerly boundary of said parcel North 85° 21' East for 99.74 feet;

thence continuing along the northerly boundary of said parcel South 89° 46' East for 81.08 feet;

thence continuing along the northerly boundary of said parcel South 75° 37' East for 57.39 feet;

thence continuing along the northerly boundary of said parcel South 35° 32' East for 30.72 feet;

thence continuing along the northerly boundary of said parcel North 61° 07' East for 41.33 feet to the Northeast corner of said parcel;

thence leaving said northerly boundary North 20° 29' 20" East for 27.20 feet along the centerline of Bob Hill Gulch;

thence downstream along the centerline of Bob Hill Gulch North 35° 26' 00" East for 31.51 feet;

thence downstream along the centerline of Bob Hill Gulch North 56° 53' 18" East for 13.56 feet;

thence downstream along the centerline of Bob Hill Gulch North 72° 48' 05" East for 21.71 feet;

thence downstream along the centerline of Bob Hill Gulch North 10° 53' 09" West for 13.07 feet;

thence downstream along the centerline of Bob Hill Gulch North 17° 39' 01" East for 22.80 feet;

thence downstream along the centerline of Bob Hill Gulch North 38° 02' 50" West for 28.84 feet;

thence downstream along the centerline of Bob Hill Gulch North 25° 25' 37" West for 33.35 feet;

thence downstream along the centerline of Bob Hill Gulch North 39° 41' 56" East for 34.01 feet;

thence downstream along the centerline of Bob Hill Gulch North 31° 30' 15" East for 35.90 feet;

thence downstream along the centerline of Bob Hill Gulch North 68° 29' 55" East for 17.51 feet;

thence downstream along the centerline of Bob Hill Gulch South 51° 20' 26" East for 34.78 feet;

thence downstream along the centerline of Bob Hill Gulch North 70° 25' 37" East for 47.16 feet;

thence downstream along the centerline of Bob Hill Gulch South 65° 46' 19" East for 10.83 feet;

thence downstream along the centerline of Bob Hill Gulch South 85° 21' 52" East for 18.33 feet;

thence downstream along the centerline of Bob Hill Gulch North 59° 18' 01" East for 18.37 feet;

thence downstream along the centerline of Bob Hill Gulch South 34° 25' 06" East for 32.32 feet;

thence downstream along the centerline of Bob Hill Gulch North 63° 26' 05" East for 16.56 feet;

thence downstream along the centerline of Bob Hill Gulch South 67° 47' 46" East for 26.13 feet;

thence downstream along the centerline of Bob Hill Gulch North 59° 28' 54" East for 54.45 feet;

thence downstream along the centerline of Bob Hill Gulch South 56° 49' 18" East for 15.34 feet;

thence downstream along the centerline of Bob Hill Gulch North 85° 14' 11" East for 17.84 feet;

thence downstream along the centerline of Bob Hill Gulch North 57° 43' 31" East for 11.10 feet;
thence downstream along the centerline of Bob Hill Gulch South 75° 22' 44" East for 11.74 feet;
thence downstream along the centerline of Bob Hill Gulch North 27° 40' 51" East for 34.01 feet;
thence downstream along the centerline of Bob Hill Gulch North 14° 44' 37" East for 38.80 feet;
thence downstream along the centerline of Bob Hill Gulch North 59° 02' 10" East for 31.67 feet;
thence downstream along the centerline of Bob Hill Gulch North 79° 38' 48" East for 52.20 feet;
thence downstream along the centerline of Bob Hill Gulch South 69° 43' 02" East for 24.21 feet;
thence downstream along the centerline of Bob Hill Gulch South 82° 24' 21" East for 22.41 feet;
thence downstream along the centerline of Bob Hill Gulch South 32° 37' 09" East for 29.31 feet;
thence downstream along the centerline of Bob Hill Gulch South 82° 05' 33" East for 17.94 feet;
thence downstream along the centerline of Bob Hill Gulch South 55° 55' 23" East for 20.27 feet;
thence downstream along the centerline of Bob Hill Gulch North 78° 18' 38" East for 14.62 feet;
thence downstream along the centerline of Bob Hill Gulch North 21° 15' 02" East for 19.07 feet;
thence downstream along the centerline of Bob Hill Gulch North 68° 21' 20" East for 33.46 feet;
thence downstream along the centerline of Bob Hill Gulch South 70° 15' 12" East for 20.46 feet;
thence downstream along the centerline of Bob Hill Gulch North 71° 12' 01" East for 24.51 feet;
thence downstream along the centerline of Bob Hill Gulch South 37° 24' 19" East for 31.70 feet;
thence downstream along the centerline of Bob Hill Gulch North 81° 18' 16" East for 42.46 feet;
thence downstream along the centerline of Bob Hill Gulch North 41° 38' 01" East for 29.73 feet;
thence downstream along the centerline of Bob Hill Gulch North 86° 12' 40" East for 74.72 feet;
thence downstream along the centerline of Bob Hill Gulch North 79° 41' 43" East for 27.60 feet;
thence downstream along the centerline of Bob Hill Gulch North 79° 02' 45" East for 31.18 feet;
thence downstream along the centerline of Bob Hill Gulch South 41° 19' 32" East for 38.13 feet;
thence downstream along the centerline of Bob Hill Gulch North 90° 00' 00" East for 47.40 feet;
thence downstream along the centerline of Bob Hill Gulch North 43° 17' 25" East for 93.61 feet;
thence downstream along the centerline of Bob Hill Gulch South 68° 11' 56" East for 23.93 feet;
thence downstream along the centerline of Bob Hill Gulch North 90° 00' 00" East for 20.24 feet;
thence downstream along the centerline of Bob Hill Gulch North 47° 48' 56" East for 21.32 feet;
thence downstream along the centerline of Bob Hill Gulch North 19° 47' 58" East for 13.12 feet;
thence downstream along the centerline of Bob Hill Gulch North 61° 55' 38" East for 33.57 feet;
thence downstream along the centerline of Bob Hill Gulch South 55° 00' 29" East for 30.13 feet;
thence downstream along the centerline of Bob Hill Gulch North 67° 45' 04" East for 35.21 feet;
thence downstream along the centerline of Bob Hill Gulch North 16° 17' 39" East for 33.44 feet to the confluence with an unnamed tributary;
thence upstream along the centerline of said tributary North 51° 50' 34" West for 35.16 feet;
thence upstream along the centerline of said tributary North 04° 49' 15" West for 41.12 feet;
thence upstream along the centerline of said tributary North 41° 25' 25" East for 33.58 feet;
thence upstream along the centerline of said tributary North 50° 05' 31" East for 35.40 feet;
thence upstream along the centerline of said tributary North 20° 41' 44" West for 23.75 feet;
thence upstream along the centerline of said tributary North 07° 21' 09" East for 30.86 feet;
thence upstream along the centerline of said tributary North 38° 39' 35" West for 25.29 feet;
thence upstream along the centerline of said tributary North 04° 32' 16" West for 31.20 feet;
thence upstream along the centerline of said tributary North 54° 34' 59" West for 27.26 feet;
thence upstream along the centerline of said tributary North 07° 07' 30" East for 31.84 feet;
thence upstream along the centerline of said tributary North 13° 41' 24" East for 39.64 feet;
thence upstream along the centerline of said tributary North 19° 07' 11" West for 39.19 feet;
thence upstream along the centerline of said tributary North 16° 33' 26" West for 38.12 feet;
thence upstream along the centerline of said tributary North 10° 07' 29" East for 28.09 feet;
thence upstream along the centerline of said tributary North 46° 21' 50" East for 29.33 feet;
thence upstream along the centerline of said tributary North 12° 45' 27" West for 53.66 feet;
thence upstream along the centerline of said tributary North 02° 31' 01" West for 44.97 feet;

thence upstream along the centerline of said tributary North 17° 44' 41" East for 12.96 feet;
thence upstream along the centerline of said tributary North 52° 21' 09" West for 21.82 feet;
thence upstream along the centerline of said tributary North 30° 04' 07" East for 10.84 feet;
thence upstream along the centerline of said tributary North 60° 56' 44" East for 20.33 feet;
thence upstream along the centerline of said tributary North 22° 58' 22" West for 49.34 feet;
thence upstream along the centerline of said tributary North 01° 03' 39" West for 26.67 feet;
thence upstream along the centerline of said tributary North 40° 51' 19" East for 24.15 feet;
thence upstream along the centerline of said tributary North 01° 03' 39" East for 26.67 feet;
thence upstream along the centerline of said tributary North 32° 06' 22" West for 29.73 feet;
thence upstream along the centerline of said tributary North 03° 03' 59" West for 27.69 feet;
thence upstream along the centerline of said tributary North 31° 45' 33" West for 24.39 feet;
thence upstream along the centerline of said tributary North 32° 58' 12" East for 21.77 feet;
thence upstream along the centerline of said tributary North 33° 41' 21" West for 16.02 feet;
thence upstream along the centerline of said tributary North 48° 41' 31" West for 21.69 feet;
thence upstream along the centerline of said tributary North 23° 29' 53" East for 12.38 feet;
thence upstream along the centerline of said tributary North 27° 07' 17" West for 22.74 feet;
thence upstream along the centerline of said tributary North 20° 28' 50" East for 43.74 feet;
thence upstream along the centerline of said tributary North 74° 39' 59" East for 31.74 feet;
thence upstream along the centerline of said tributary North 09° 49' 10" West for 26.06 feet to the
confluence of an unnamed fork of said tributary;
thence upstream along the centerline of said fork North 46° 25' 56" East for 55.88 feet;
thence upstream along the centerline of said fork North 65° 41' 42" East for 33.59 feet;
thence upstream along the centerline of said fork North 42° 52' 46" East for 28.30 feet;
thence upstream along the centerline of said fork North 46° 55' 18" East for 52.05 feet;
thence upstream along the centerline of said fork North 80° 52' 13" East for 28.00 feet;
thence upstream along the centerline of said fork North 84° 42' 35" East for 26.78 feet;
thence upstream along the centerline of said fork North 60° 29' 18" East for 30.07 feet;
thence upstream along the centerline of said fork North 35° 10' 01" East for 26.57 feet;
thence upstream along the centerline of said fork North 00° 00' 00" East for 29.13 feet;
thence upstream along the centerline of said fork North 21° 58' 29" East for 30.35 feet;
thence upstream along the centerline of said fork North 42° 31' 55" East for 81.07 feet;
thence upstream along the centerline of said fork North 13° 03' 19" East for 34.97 feet;
thence upstream along the centerline of said fork North 39° 29' 41" East for 58.22 feet;
thence upstream along the centerline of said fork North 30° 04' 06" East for 21.68 feet;
thence upstream along the centerline of said fork North 70° 57' 32" East for 59.02 feet;
thence upstream along the centerline of said fork North 77° 20' 50" East for 24.79 feet;
thence upstream along the centerline of said fork North 32° 28' 17" East for 38.62 feet;
thence upstream along the centerline of said fork North 11° 08' 34" East for 33.21 feet;
thence upstream along the centerline of said fork North 36° 07' 08" East for 22.61 feet;
thence upstream along the centerline of said fork North 85° 35' 59" East for 12.87 feet;
thence upstream along the centerline of said fork North 32° 39' 03" East for 60.40 feet;
thence upstream along the centerline of said fork North 35° 19' 54" East for 47.81 feet;
thence upstream along the centerline of said fork North 40° 14' 11" East for 58.86 feet;
thence upstream along the centerline of said fork North 25° 39' 33" East for 55.87 feet;
thence upstream along the centerline of said fork North 01° 41' 05" West for 50.38 feet;
thence upstream along the centerline of said fork North 10° 51' 01" East for 60.33 feet;
thence upstream along the centerline of said fork North 16° 47' 53" East for 27.33 feet;
thence upstream along the centerline of said fork North 01° 00' 18" East for 28.15 feet;
thence upstream along the centerline of said fork North 01° 04' 51" East for 26.17 feet;
thence upstream along the centerline of said fork North 37° 04' 24" West for 27.85 feet;
thence upstream along the centerline of said fork North 15° 15' 17" West for 28.15 feet;

thence upstream along the centerline of said fork North 04° 09' 34" West for 27.23 feet;
thence upstream along the centerline of said fork North 05° 42' 39" West for 24.81 feet;
thence upstream along the centerline of said fork North 18° 45' 02" East for 21.77 feet to the southerly boundary of that parcel conveyed to the Eureka High School District of Humboldt County recorded March 16, 1964 at Book 779 of Official Records, page 191, Humboldt County Records;

thence westerly along said southerly boundary following a curve to the left having a radius of 249.97 feet (240.00 feet per Book 779 of Official Records, page 191) for an arc length of 39.37 feet, said curve having a chord bearing of South 78° 59' 20" West;

thence along said southerly boundary South 74° 28' 14" West for 240.01 feet (North 72° 37' 00" East 240.10 feet per Book 779 of Official Records, page 191);

thence along said southerly boundary following a curve to the right having a radius of 249.97 feet for an arc length of 77.35 feet (250.00 feet radius and arc length of 77.38 feet per Book 779 of Official Records, page 191), said curve having a chord bearing of S83° 20' 24"W;

thence along said southerly boundary North 87° 47' 26" West for 181.16 feet (South 89° 38' 57" East 181.23 feet per Book 779 of Official Records, page 191) to the West line of Section 1 of Township 4 North Range 1 West, Humboldt Meridian;

thence along the West line of said Section North 02° 13' 14" East (South 00° 21' 03" West per Book 779 of Official Records, page 191) for 113.10 feet to the **TRUE POINT OF BEGINNING**.

SOUTH MCKAY EXCEPTION

All those portions of Sections 12 and 13 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California, as described in the deed to Louisiana-Pacific Corporation, recorded February 2, 1978 in Volume 1468 of Official Records, Page 335 (see pages 359 and 360 thereon), in the office of the Humboldt County Recorder, described as follows:

BEGINNING at the corner common to Sections 11, 12, 13, and 14 of Township 4 North, Range 1 West, Humboldt Meridian which is monumented with a 2 ½" brass cap on a 1" galvanized iron pipe set per Book 48 of Surveys, Page 95 being the **TRUE POINT OF BEGINNING**;

thence along the Section line common to said Sections 11 and 12 North 01° 55' 47" East for 1198.08 feet to the intersection of said Section line and the centerline of Henderson Gulch;
thence downstream along the centerline of Henderson Gulch North 16° 11' 21" East for 44.07 feet;
thence along said centerline North 13° 26' 55" East for 142.55 feet;
thence along said centerline North 06° 20' 25" West for 109.17 feet;
thence along said centerline North 04° 05' 08" East for 42.30 feet;
thence along said centerline North 28° 36' 38" East for 37.77 feet;
thence along said centerline North 00° 00' 00" East for 66.31 feet;
thence along said centerline North 20° 10' 14" East for 157.34 feet;
thence along said centerline North 08° 07' 49" West for 42.62 feet;
thence along said centerline North 31° 40' 32" East for 166.46 feet;
thence along said centerline North 04° 23' 55" East for 39.30 feet;
thence along said centerline North 53° 44' 46" East for 56.06 feet;
thence along said centerline North 10° 47' 04" East for 64.43 feet;
thence along said centerline North 32° 16' 32" East for 67.73 feet to the confluence of Henderson Gulch and an unnamed fork of Henderson Gulch;

thence southerly and upstream along the centerline of the unnamed fork of Henderson Gulch South 36° 52' 11" East for 30.14 feet;
thence along said centerline South 75° 31' 47" East for 96.50 feet;
thence along said centerline South 54° 12' 40" East for 159.77 feet;
thence along said centerline South 70° 54' 23" East for 82.93 feet;
thence along said centerline South 31° 47' 56" East for 177.32 feet;
thence along said centerline South 34° 59' 31" East for 183.95 feet;
thence along said centerline South 19° 30' 09" East for 153.48 feet;
thence along said centerline South 05° 31' 39" East for 187.74 feet;
thence along said centerline South 14° 22' 53" East for 121.35 feet;
thence along said centerline South 40° 27' 44" East for 134.69 feet;
thence along said centerline South 18° 26' 06" West for 19.06 feet;
thence along said centerline South 25° 12' 04" East for 113.26 feet;
thence along said centerline South 41° 38' 01" East for 108.88 feet;
thence along said centerline South 11° 18' 35" West for 46.11 feet;
thence along said centerline South 30° 57' 50" West for 35.15 feet;
thence along said centerline South 00° 00' 00" East for 108.50 feet;
thence along said centerline South 32° 44' 07" East for 50.16 feet;
thence along said centerline South 00° 00' 00" East for 48.22 feet;
thence along said centerline South 36° 52' 12" East for 90.42 feet;
thence leaving said centerline South 46° 19' 56" East for 366.67 feet to the centerline of a truck road commonly known as the R-7-2 Road on Green Diamond Resource Company maps;
thence along said centerline North 43° 05' 27" East for 127.95 feet;
thence along said centerline North 42° 47' 51" East for 110.91 feet;
thence along said centerline North 43° 31' 52" East for 83.15 feet;
thence along said centerline North 12° 31' 43" East for 111.15 feet;
thence along said centerline North 19° 05' 37" East for 82.93 feet to the intersection with a truck road commonly known as the R-7 Road on Green Diamond Resource Company maps;
thence along the centerline of the R-7 road South 63° 26' 05" East for 40.44 feet;
thence along said centerline South 87° 03' 52" East for 117.70 feet;
thence along said centerline South 64° 17' 24" East for 180.64 feet;
thence along said centerline South 35° 40' 35" East for 144.70 feet;
thence along said centerline South 08° 52' 50" East for 97.62 feet;
thence along said centerline South 22° 37' 11" West for 117.55 feet;
thence along said centerline South 44° 14' 10" West for 159.86 feet;
thence along said centerline South 31° 13' 06" West for 116.30 feet;
thence along said centerline South 22° 20' 53" West for 293.29 feet;
thence along said centerline South 01° 39' 37" East for 208.06 feet;
thence along said centerline South 05° 11' 40" West for 166.46 feet;
thence along said centerline South 12° 02' 33" West for 231.14 feet;
thence along said centerline South 04° 23' 55" East for 78.60 feet;
thence along said centerline South 33° 41' 24" East for 97.81 feet;
thence along said centerline South 43° 01' 31" East for 61.84 feet;
thence along said centerline South 14° 13' 34" East for 220.77 feet;
thence along said centerline South 11° 53' 19" East for 58.52 feet;
thence along said centerline South 41° 11' 09" East for 64.08 feet;
thence along said centerline South 59° 02' 10" East for 70.30 feet;
thence along said centerline South 19° 05' 37" East for 248.78 feet;
thence along said centerline South 30° 31' 47" East for 136.47 feet;
thence along said centerline South 00° 57' 17" East for 180.87 feet;
thence along said centerline South 13° 03' 19" West for 213.49 feet;

thence along said centerline South 65° 33' 22" West for 72.84 feet;
thence along said centerline North 78° 18' 39" West for 89.26 feet;
thence along said centerline North 65° 55' 28" West for 310.31 feet;
thence along said centerline North 86° 59' 14" West for 114.69 feet;
thence along said centerline South 90° 00' 00" West for 129.60 feet;
thence along said centerline South 61° 33' 26" West for 82.27 feet;
thence along said centerline South 02° 02' 43" West for 168.89 feet;
thence along said centerline South 25° 06' 54" West for 106.52 feet;
thence along said centerline South 21° 35' 43" West for 155.60 feet;
thence along said centerline South 32° 13' 44" West for 163.90 feet;
thence along said centerline South 23° 11' 55" West for 160.68 feet;
thence along said centerline South 12° 31' 44" West for 111.15 feet;
thence along said centerline South 21° 02' 15" East for 83.96 feet;
thence along said centerline South 46° 32' 54" East for 78.88 feet;
thence along said centerline South 22° 37' 11" East for 117.55 feet;
thence along said centerline South 00° 00' 00" East for 63.29 feet;
thence along said centerline South 17° 33' 37" West for 499.49 feet;
thence along said centerline South 55° 00' 29" West for 183.95 feet;
thence along said centerline South 61° 23' 22" West for 75.53 feet;
thence along said centerline South 47° 56' 08" West for 166.46 feet;
thence along said centerline South 57° 31' 44" West for 196.49 feet;
thence along said centerline South 34° 59' 31" West for 73.58 feet;
thence along said centerline South 03° 21' 59" East for 51.33 feet;
thence along said centerline South 27° 53' 50" East for 57.98 feet;
thence leaving said centerline of the R-7 truck road North 43° 43' 37" East for 95.93 feet to the centerline of an unnamed creek;
thence downstream along said centerline North 59° 35' 20" East for 160.76 feet;
thence along said centerline North 82° 03' 24" East for 130.86 feet;
thence along said centerline South 78° 06' 41" East for 175.57 feet;
thence along said centerline South 61° 55' 40" East for 102.48 feet;
thence along said centerline South 72° 31' 30" East for 170.63 feet;
thence along said centerline South 61° 37' 52" East for 171.27 feet;
thence feet along said centerline South 22° 28' 46" East for 94.59 feet;
thence along said centerline South 73° 12' 06" East for 166.86 feet;
thence along said centerline South 45° 00' 00" East for 68.20 feet;
thence along said centerline South 87° 20' 14" East for 129.74 feet;
thence along said centerline South 62° 26' 50" East for 78.19 feet;
thence along said centerline South 65° 33' 23" East for 36.42 feet;
thence along said centerline North 54° 27' 46" East for 25.93 feet;
thence along said centerline South 47° 43' 35" East for 89.61 feet;
thence along said centerline South 86° 49' 12" East for 54.34 feet;
thence along said centerline South 48° 28' 05" East for 140.92 feet;
thence along said centerline South 02° 36' 10" East for 66.38 feet;
thence along said centerline South 53° 07' 49" East for 30.14 feet;
thence along said centerline South 13° 14' 26" East for 52.64 feet;
thence along said centerline South 45° 00' 00" East for 89.51 feet;
thence along said centerline South 78° 41' 24" East for 46.11 feet;
thence along said centerline South 38° 39' 37" East for 57.90 feet;
thence along said centerline South 67° 22' 48" East for 78.36 feet;
thence along said centerline South 34° 12' 56" East for 91.12 feet;
thence along said centerline South 63° 26' 13" West for 6.74 feet;

thence along said centerline South 48° 21' 59" East for 72.59 feet;
thence along said centerline South 37° 18' 14" East for 79.57 feet;
thence along said centerline North 90° 00' 00" East for 36.17 feet;
thence along said centerline South 29° 03' 17" East for 62.06 feet;
thence along said centerline South 68° 57' 44" East for 41.98 feet;
thence along said centerline South 26° 33' 54" East for 53.92 feet;
thence along said centerline South 65° 13' 30" East for 86.31 feet;
thence along said centerline North 86° 11' 09" East for 90.62 feet;
thence along said centerline North 80° 32' 16" East for 55.00 feet;
thence along said centerline South 43° 01' 29" East for 61.84 feet;
thence along said centerline North 87° 52' 43" East for 81.43 feet;
thence along said centerline South 79° 52' 31" East for 85.73 feet;
thence along said centerline South 28° 18' 02" East for 44.50 feet to the intersection of the unnamed creek and the centerline of the West Fork of Ryan Creek;

thence upstream and southwesterly along the centerline of the West Fork of Ryan Creek to its intersection with the south line of Section 13, Township 4 North, Range 1 West, H.M.;

thence westerly along the south line of Section 13 to the Southwest corner of said Section which is monumented with a ½" galvanized iron pipe set by Hugh Kelly (LS 2820) in 1957-58 on an unrecorded survey for Pacific Conservation Company, see Book 004-UR-067;

thence along the West line of Section 13 North 00° 54' 25" East 2654.62 feet to the Northwest corner of the Southwest Quarter of said Section;

thence continuing along the West line of Section 13 North 01° 22' 08" East for 2636.43 to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM that portion conveyed by Louisiana-Pacific Corporation, a Delaware corporation, to Arvilla L. Rost recorded August 1, 1973 at Volume 1201 of Official Records, page 541, Humboldt County Records.

Note, it is the intent that the legal boundary of parcels described herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed. It is also the intent that the legal boundary of parcels described herein as "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and roads.

BASIS OF BEARINGS for the North McKay, Mid McKay, and South McKay Exceptions is the California Coordinate System (CCS), Zone 1, NAD83, Epoch 2007.00, as determined locally by lines between Continuous Global Positioning Systems (CGPS) Stations and/or Continuous Operating Reference Stations (CORS) P058, P162, and P169. CCS83(NSRS2007) coordinates were derived from geodetic values published by the California Spatial Reference Center (CSRC).

Tracts A and B are shown on a Record of Survey recorded in Book 71 of Surveys pages 44 through 50, Humboldt County Records.

Tract C:

A right of way over a strip of land described as follows:

Commence on the Section line at a point which is distant East 1340 feet from the quarter section corner between Sections 25 and 36, Township 5 North, Range 1 West, Humboldt Meridian set by Frank E. Herrick in his Survey No. 10 filed in Book 1B of Surveys, page 72, Humboldt County Records; and running
thence South 20 feet;
thence East parallel with the North line of said Section 36, 422.8 feet to the East line of the tract conveyed to Bank of America National Trust and Savings Association recorded September 27, 1937 in Book 231 of Deeds, page 78, Humboldt County Records;
thence North 20 feet to the Section line; and
thence West on the same 422.8 feet to the point of beginning.

Being the same as reserved in the deed from McKay & Co. Corporation to Bank of America National Trust and Savings Association, recorded September 27, 1937 in Book 231 of Deeds, page 78, Humboldt County Records.

Tract D:

That portion of the West half of the Northwest Quarter of Section 1, Township 4 North, Range 1 West, Humboldt Meridian, described as follows:

An easement 40 feet wide lying 20 feet each side of the following described centerline:

BEGINNING at the intersection of Cypress Street and the West line of said Section 1, said point bears South 0°21'03" West, a distance of 33.00 feet from the Northwest corner of said Section;
thence South 89°25'19" East, a distance of 249.22 feet;
thence South 84°33'18" East, a distance of 123.20 feet;
thence South 78°34'09" East, a distance of 67.75 feet to the beginning of a curve concave to the North, having a radius of 70.00 feet;
thence Southeasterly, Easterly, and Northeasterly a distance of 42.97 feet along the arc of said curve, through a central angle of 35°10'06";
thence North 66°15'45" East, a distance of 52.07 feet to the beginning of a curve concave to the Southwesterly, having a radius of 70.00 feet;
thence Easterly, Southeasterly, and Southerly a distance of 122.39 feet along the arc of said curve, through a central angle of 100°10'48";
thence South 13°33'27" East, a distance of 177.80 feet;
thence South 2°30'32" East, a distance of 96.55 feet;
thence South 25°24'50" East, a distance of 100.04 feet;
thence South 37°13'13" East, a distance of 198.50 feet;
thence South 31°48'32" East, a distance of 99.61 feet;
thence South 11°39'40" East, a distance of 94.22 feet;
thence South 46°35'48" East, a distance of 46.44 feet to the East line of the land conveyed to the Eureka High School District of Humboldt County by Deed recorded March 16, 1964 in Book 779, Page 191 of Official Records in the office of the County Recorder of said County.

The sidelines of said easement shall be prolonged or shortened to terminate on the East line of said Eureka High School District of Humboldt County property.

The basis of bearings for this description is the South line of Cypress Street, which has a bearing of South 89°30'00" East per a Record of Survey recorded in Book 52 of Surveys, Page 28, Humboldt County Records.

Humboldt County Community Forest – McKay Tract (Phase 2)

PARCEL ONE

Those portions of the Sections 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, in the County of Humboldt, State of California described as follows:

BEGINNING at the corner common to Sections 11, 12, 13 and 14 of Township 4 North, Range 1 West, Humboldt Meridian, which is monumented with a 2 ½" brass cap on a 1" galvanized iron pipe set per Book 48 of Surveys, Page 95, being the TRUE POINT OF BEGINNING;

thence along the Section line common to Sections 11 and 12, North 01 degrees 55 minutes 47 seconds East, 1198.08 feet, to the intersection of said Section line and the centerline of Henderson Gulch;

thence downstream along the centerline of Henderson Gulch the following courses:

North 16 degrees 11 minutes 21 seconds East, 44.07 feet;
North 13 degrees 26 minutes 55 seconds East, 142.55 feet;
North 06 degrees 20 minutes 25 seconds West, 109.17 feet;
North 04 degrees 05 minutes 08 seconds East, 42.30 feet;
North 28 degrees 36 minutes 38 seconds East, 37.77 feet;
North, 66.31 feet;
North 20 degrees 10 minutes 14 seconds East, 157.34 feet;
North 08 degrees 07 minutes 49 seconds West, 42.62 feet;
North 31 degrees 40 minutes 32 seconds East, 166.46 feet;
North 04 degrees 23 minutes 55 seconds East, 39.30 feet;
North 53 degrees 44 minutes 46 seconds East, 56.06 feet;
North 10 degrees 47 minutes 04 seconds East, 64.43 feet;
North 32 degrees 16 minutes 32 seconds East, 67.73 feet, to the confluence of

Henderson Gulch and an unnamed fork of Henderson Gulch;

thence Southerly and upstream along the centerline of the unnamed fork of Henderson Gulch the following courses:

South 36 degrees 52 minutes 11 seconds East, 30.14 feet;
South 75 degrees 31 minutes 47 seconds East, 96.50 feet;
South 54 degrees 12 minutes 40 seconds East, 159.77 feet;
South 70 degrees 54 minutes 23 seconds East, 82.93 feet;
South 31 degrees 47 minutes 56 seconds East, 177.32 feet;
South 34 degrees 59 minutes 31 seconds East, 183.95 feet;
South 19 degrees 30 minutes 09 seconds East, 153.48 feet;
South 05 degrees 31 minutes 39 seconds East, 187.74 feet;
South 14 degrees 22 minutes 53 seconds East, 121.35 feet;
South 40 degrees 27 minutes 44 seconds East, 134.69 feet;
South 18 degrees 26 minutes 06 seconds West, 19.06 feet;
South 25 degrees 12 minutes 04 seconds East, 113.26 feet;
South 41 degrees 38 minutes 01 seconds East, 108.88 feet;
South 11 degrees 18 minutes 35 seconds West, 46.11 feet;
South 30 degrees 57 minutes 50 seconds West, 35.15 feet;
South, 108.50 feet;
South 32 degrees 44 minutes 07 seconds East, 50.16 feet;
South, 48.22 feet;
South 36 degrees 52 minutes 12 seconds East, 90.42 feet;

thence leaving said centerline, South 46 degrees 19 minutes 56 seconds East, 366.67 feet, to the centerline of a truck road commonly known as the R-7-2 Road on Green Diamond Resource Company maps;

thence Northerly along said centerline of truck road the following courses:

North 43 degrees 05 minutes 27 seconds East, 127.95 feet;

North 42 degrees 47 minutes 51 seconds East, 110.91 feet;

North 43 degrees 31 minutes 52 seconds East, 83.15 feet;

North 12 degrees 31 minutes 43 seconds East, 111.15 feet;

North 19 degrees 05 minutes 37 seconds East, 82.93 feet, to the intersection with a truck road commonly known as the R-7 Road on Green Diamond Resource Company maps;

thence Southerly along said centerline of truck road the following courses:

South 63 degrees 26 minutes 05 seconds East, 40.44 feet;

South 87 degrees 03 minutes 52 seconds East, 117.70 feet;

South 64 degrees 17 minutes 24 seconds East, 180.64 feet;

South 35 degrees 40 minutes 35 seconds East, 144.70 feet;

South 08 degrees 52 minutes 50 seconds East, 97.62 feet;

South 22 degrees 37 minutes 11 seconds West, 117.55 feet;

South 44 degrees 14 minutes 10 seconds West, 159.86 feet;

South 31 degrees 13 minutes 06 seconds West, 116.30 feet;

South 22 degrees 20 minutes 53 seconds West, 293.29 feet;

South 01 degrees 39 minutes 37 seconds East, 208.06 feet;

South 05 degrees 11 minutes 40 seconds West, 166.46 feet;

South 12 degrees 02 minutes 33 seconds West, 231.14 feet;

South 04 degrees 23 minutes 55 seconds East, 78.60 feet;

South 33 degrees 41 minutes 24 seconds East, 97.81 feet;

South 43 degrees 01 minutes 31 seconds East, 61.84 feet;

South 14 degrees 13 minutes 34 seconds East, 220.77 feet;

South 11 degrees 53 minutes 19 seconds East, 58.52 feet;

South 41 degrees 11 minutes 09 seconds East, 64.08 feet;

South 59 degrees 02 minutes 10 seconds East, 70.30 feet;

South 19 degrees 05 minutes 37 seconds East, 248.78 feet;

South 30 degrees 31 minutes 47 seconds East, 136.47 feet;

South 00 degrees 57 minutes 17 seconds East, 180.87 feet;

South 13 degrees 03 minutes 19 seconds West, 213.49 feet;

South 65 degrees 33 minutes 22 seconds West, 72.84 feet;

North 78 degrees 18 minutes 39 seconds West, 89.26 feet;

North 65 degrees 55 minutes 28 seconds West, 310.31 feet;

North 86 degrees 59 minutes 14 seconds West, 114.69 feet;

West, 129.60 feet;

South 61 degrees 33 minutes 26 seconds West, 82.27 feet;

South 02 degrees 02 minutes 43 seconds West, 168.89 feet;

South 25 degrees 06 minutes 54 seconds West, 106.52 feet;

South 21 degrees 35 minutes 43 seconds West, 155.60 feet;

South 32 degrees 13 minutes 44 seconds West, 163.90 feet;

South 23 degrees 11 minutes 55 seconds West, 160.68 feet;

South 12 degrees 31 minutes 44 seconds West, 111.15 feet;

South 21 degrees 02 minutes 15 seconds East, 83.96 feet;

South 46 degrees 32 minutes 54 seconds East, 78.88 feet;

South 22 degrees 37 minutes 11 seconds East, 117.55 feet;

South, 63.29 feet;

South 17 degrees 33 minutes 37 seconds West, 499.49 feet;

South 55 degrees 00 minutes 29 seconds West, 183.95 feet;
South 61 degrees 23 minutes 22 seconds West, 75.53 feet;
South 47 degrees 56 minutes 08 seconds West, 84.49 feet, to the intersection of said truck road and an unnamed creek;

thence Northwesterly and upstream along the centerline of said unnamed creek the following courses:

North 27 degrees 07 minutes 57 seconds West, 76.14 feet;
North 07 degrees 39 minutes 10 seconds East, 166.51 feet;
North 21 degrees 46 minutes 58 seconds West, 46.41 feet;
North 32 degrees 28 minutes 01 seconds West, 39.84 feet;
North 01 degrees 03 minutes 11 seconds East, 41.79 feet;
North 37 degrees 54 minutes 48 seconds East, 23.25 feet;
North 04 degrees 31 minutes 23 seconds East, 11.77 feet;
North 26 degrees 27 minutes 58 seconds West, 42.20 feet;
North 01 degrees 47 minutes 30 seconds West, 19.89 feet;
North 12 degrees 08 minutes 01 seconds West, 21.70 feet;
North 65 degrees 53 minutes 59 seconds West, 21.34 feet;
North 51 degrees 04 minutes 20 seconds West, 35.35 feet;
North 71 degrees 40 minutes 24 seconds West, 21.07 feet;
North 27 degrees 09 minutes 21 seconds West, 38.81 feet;
North 73 degrees 01 minutes 31 seconds West, 30.94 feet;
North 45 degrees 25 minutes 55 seconds West, 18.20 feet;
North 87 degrees 22 minutes 09 seconds West, 25.23 feet;
North 69 degrees 10 minutes 25 seconds West, 23.00 feet;
North 85 degrees 23 minutes 45 seconds West, 22.78 feet;
North 59 degrees 36 minutes 10 seconds West, 21.35 feet;
North 52 degrees 15 minutes 46 seconds West, 55.39 feet;
North 58 degrees 09 minutes 16 seconds West, 80.86 feet;
North 77 degrees 17 minutes 16 seconds West, 18.51 feet;
North 53 degrees 13 minutes 03 seconds West, 52.52 feet;
North 57 degrees 06 minutes 04 seconds West, 101.20 feet;
North 84 degrees 54 minutes 48 seconds West, 30.20 feet;
North 60 degrees 06 minutes 10 seconds West, 60.16 feet;
North 89 degrees 27 minutes 18 seconds West, 18.19 feet;
North 69 degrees 36 minutes 03 seconds West, 24.98 feet;
North 85 degrees 50 minutes 58 seconds West, 27.58 feet;
South 69 degrees 02 minutes 14 seconds West, 25.67 feet;
South 52 degrees 44 minutes 25 seconds West, 29.95 feet;
South 76 degrees 15 minutes 08 seconds West, 32.09 feet;
South 43 degrees 44 minutes 19 seconds West, 40.15 feet;
South 80 degrees 13 minutes 30 seconds West, 46.96 feet;
South 39 degrees 48 minutes 03 seconds West, 74.01 feet;
South 71 degrees 22 minutes 05 seconds West, 123.20 feet;
South 34 degrees 52 minutes 07 seconds West, 121.54 feet;
South 56 degrees 37 minutes 55 seconds West, 65.47 feet;
South 82 degrees 47 minutes 05 seconds West, 34.82 feet;
South 45 degrees 29 minutes 20 seconds West, 87.27 feet;
South 69 degrees 31 minutes 30 seconds West, 55.48 feet;
South 43 degrees 35 minutes 53 seconds West, 34.05 feet;
South 04 degrees 44 minutes 24 seconds West, 23.63 feet;
North 33 degrees 16 minutes 33 seconds West, 27.28 feet;

North 69 degrees 08 minutes 58 seconds West, 31.34 feet;
North 51 degrees 55 minutes 42 seconds West, 44.27 feet;
North 34 degrees 59 minutes 04 seconds West, 106.41 feet;
North 48 degrees 09 minutes 23 seconds West, 133.53 feet;
North 46 degrees 27 minutes 10 seconds West, 137.24 feet;
North 58 degrees 58 minutes 49 seconds West, 56.77 feet;
North 46 degrees 39 minutes 30 seconds West, 141.57 feet;
North 73 degrees 25 minutes 02 seconds West, 55.92 feet;
North 28 degrees 24 minutes 28 seconds West, 44.46 feet;
North 53 degrees 07 minutes 44 seconds West, 62.29 feet;
North 15 degrees 13 minutes 57 seconds West, 84.27 feet;
North 07 degrees 48 minutes 27 seconds East, 83.71 feet;
North 42 degrees 53 minutes 58 seconds West, 136.93 feet;
North 19 degrees 43 minutes 23 seconds West, 11.94 feet, more or less, to the North line

of the Southeast Quarter of Section 14;

thence Easterly along said North line, South 87 degrees 33 minutes 05 seconds East, 1150.25 feet, more or less, to the Quarter Corner between Sections 13 and 14, as said corner is shown on Book 71 of Surveys, pages 44 through 50, Humboldt County Records;

thence Northerly along the section line between Sections 13 and 14, North 01 degrees 22 minutes 08 seconds East, 2636.43 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed by Louisiana-Pacific Corporation, a Delaware corporation, to Arvilla L. Rost recorded August 1, 1973 at Book 1201 of Official Records, Page 541, Humboldt County Records.

ALSO EXCEPTING THEREFROM that portion of the Northwest Quarter of said Section 13 described in the deed to Humboldt Community Services District recorded June 4, 2015 as Instrument No. 2015-010688-3.

Note, it is the intent that the legal boundary of parcels described herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed. It is also the intent that the legal boundary of parcels described herein as "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and road.

The bearings in this description are based on Book 71 of Surveys, Pages 44 through 50.

A portion of the above described lands being shown as Parcel C on the Record of Survey filed in Book 73 of Surveys, pages 58 through 62, Humboldt County Records.

PARCEL TWO

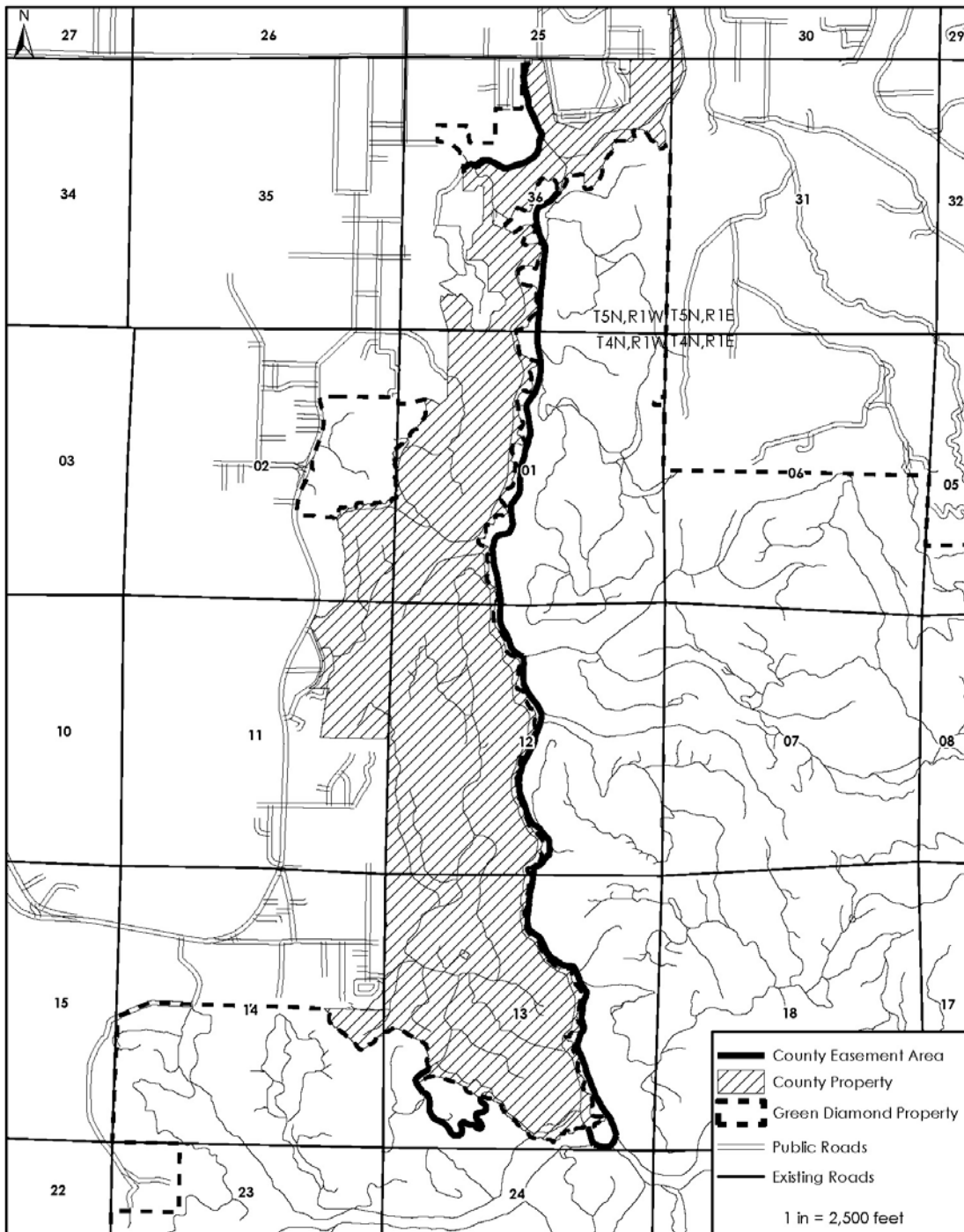
A non-exclusive easement for ingress, egress and utilities over and across a strip of land 50 feet in width the centerline of which is the centerline of the existing roads known as the R-Line Road system which runs from the southerly line of Parcel One above, southeasterly and thence northerly to the public road know as Harris Street.

PARCEL THREE

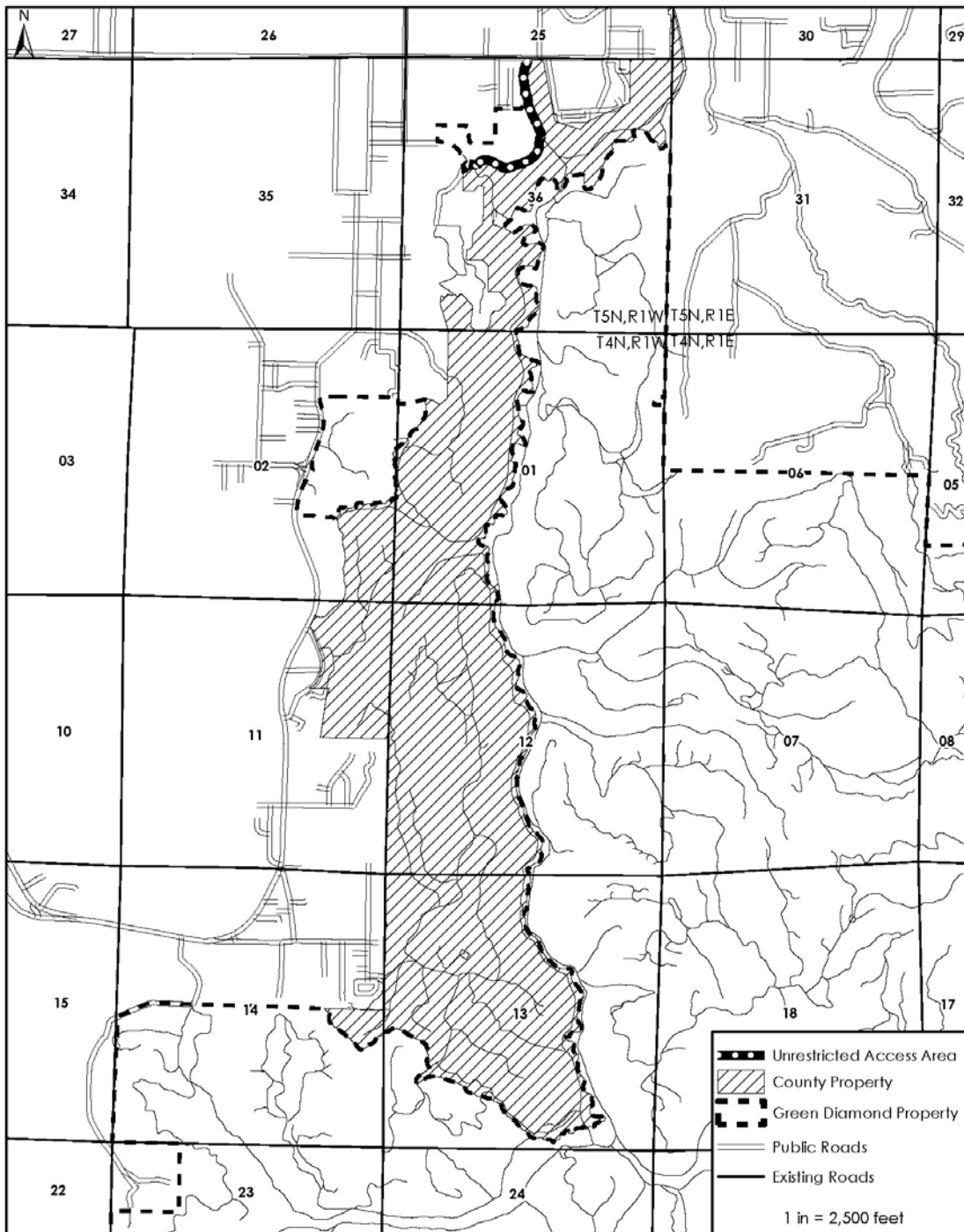
Easement Rights as contained in and subject to the terms of that certain document entitled "Reciprocal Access Easement" dated: August 20, 2014 and executed by and between Green Diamond Resource Company, a Washington corporation and Humboldt County, a political subdivision of the State of

California, recorded August 21, 2014 as Instrument No. 2014-014703-54 Humboldt County Official Records.

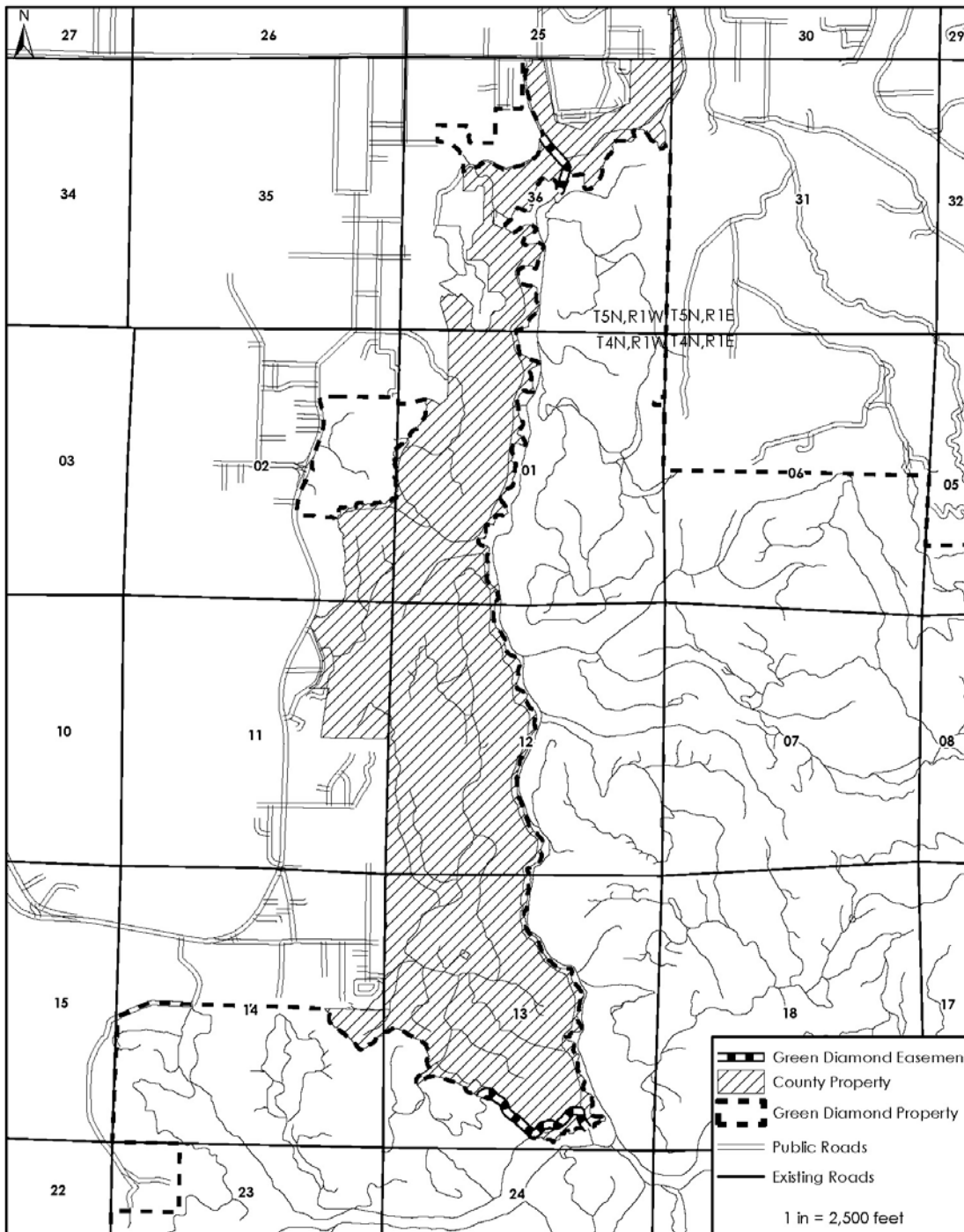
**Exhibit C
County Easement Area**



**Exhibit C-1
Unrestricted Access Area**



**Exhibit D
Green Diamond Road Easement Area**



**Exhibit E
Boundary Management Area**

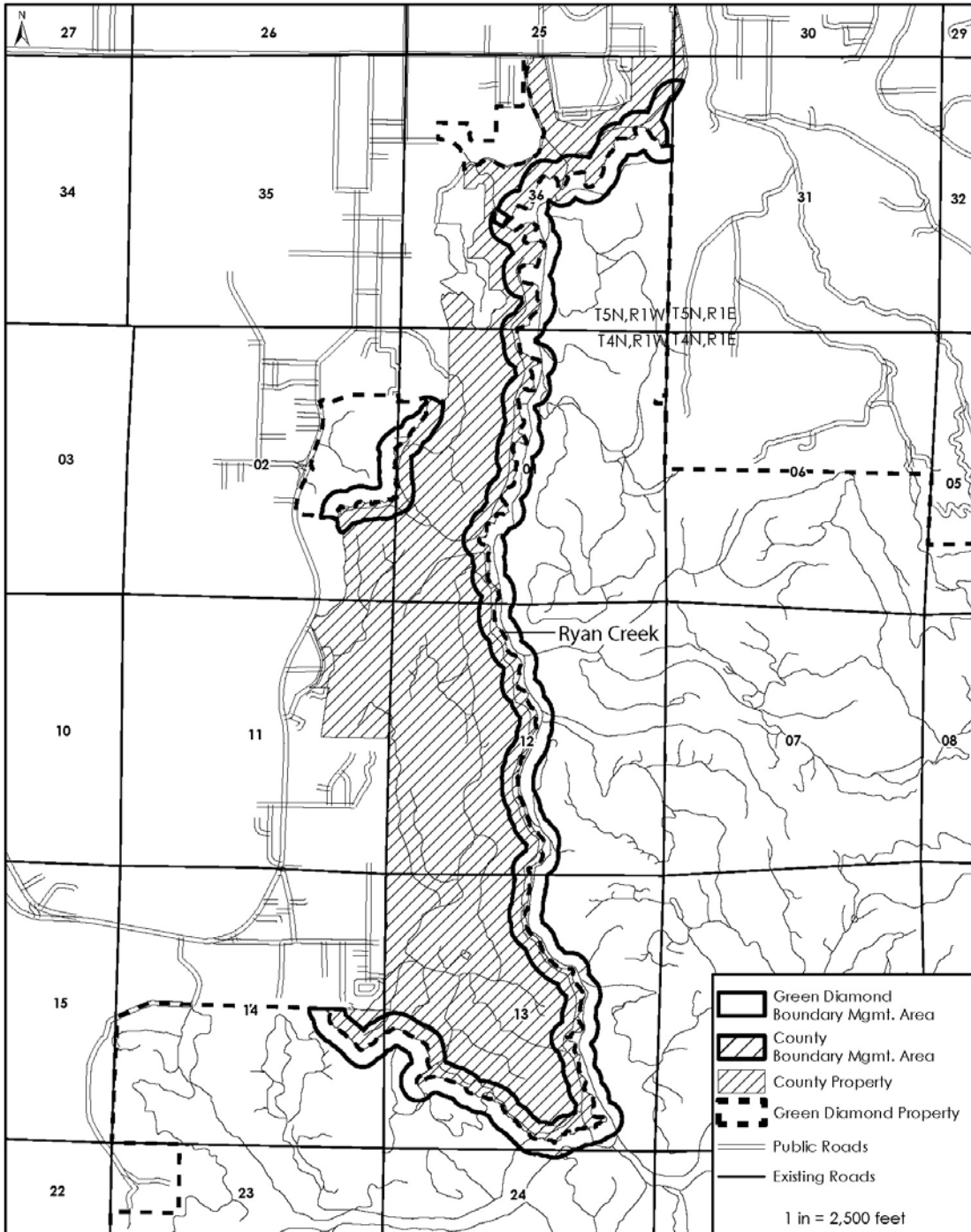


EXHIBIT F

RECORDING REQUESTED BY:

Fidelity National Title Company

When Recorded Mail Document To:

Humboldt County
Public Works Department
825 Fifth Street
Eureka, CA 95501

APN: 303-012-022, 303-012-032
304-021-003, 304-021-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT ("Agreement") is made by and between Green Diamond Resource Company, a Washington corporation, having a mailing address of 1301 Fifth Avenue, Suite 2700, Seattle, Washington 98101 ("Grantor") and Humboldt County, a political subdivision of the State of California, having a mailing address of 825 Fifth Street, Eureka, California 95501-1153 ("Grantee"). Grantor and Grantee collectively are the "Parties".

WITNESSETH

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Humboldt, State of California, and known as Assessor Parcel Numbers 303-012-022, 303-012-032, 304-021-003 and 304-021-004 (the "Property"); and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, above and across specific portions of the Property,

WHEREAS, Grantor is desirous of granting such rights and privileges in accordance with the terms and conditions herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- 1. **GRANT AND AUTHORIZED USE**. Grantor conveys and grants to Grantee, subject to the terms and conditions herein, a non-exclusive easement with a width of fifteen (15) feet over an existing road and skid trail located in Sections 13, 14, 23 and 24, Township 4 North, Range 1 West, Humboldt Meridian, Humboldt County, California, and located approximately as shown in **Exhibit A** to this Agreement (the "Easement Area"). Grantee shall have a right to use, maintain,

and improve the existing road and skid trail in the Easement Area for public recreational access, including but not limited to pedestrian, equestrian and bicycle access, across the Property for any lawful purposes (the "Authorized Use"). Grantee shall limit public use to pedestrian activities. . At all times, Grantee will prohibit motor vehicle use of the Easement Area except when Grantee is engaged in maintenance of construction activities subject to authorization and other conditions herein. Grantee shall not use motor vehicles in the Easement Area for authorized maintenance or construction activities during the winter period from October 16th through May 14th or when wet weather conditions may promote extraordinary erosion and detrimental impact to the environment. Any damage caused to drainage or erosion control structures in the Easement Area by Grantee's authorized use will be repaired by Grantee immediately following damage. Any improvements to the road in the Easement Area by Grantee shall be constructed, at Grantee's expense, as all-season surfaced roads satisfying the construction standards and use limitations set forth in the Green Diamond Resource Company Aquatic Habitat Conservation Plan, approved by the National Marine Fisheries Service and the U.S. Fish & Wildlife Service, effective July 1, 2007 (the "AHCP") and any amendments thereto or any successor habitat conservation plan and incidental take permit. To ensure compliance with the AHCP standards, Grantee shall consult Grantor and obtain Grantor's express approval for Grantee's proposed plan and specifications for road improvements in the Easement Area. In the event that the Property is no longer subject to the AHCP or a successor habitat conservation plan, then Grantor may condition approval of any road improvements by Grantee on minimum requirements of California or United States law.

2. TYPE OF EASEMENT AND TERM.

This grant of easement is made in gross to Grantee for so long as the Easement Area is used within the scope of Authorized Use. This Agreement and the rights herein granted may not be assigned without a written, executed, and recorded amendment consenting to such an assignment.

3. COVENANTS AND WARRANTY.

(a) Grantee covenants and warrants to Grantor that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the signatory for Grantee below.

(b) The privileges granted herein to Grantee are given expressly subject to existing encumbrances, regulatory requirements, and other matters of record affecting the privileges in any manner whatsoever. Grantor does not warrant that it has authority to permit the Authorized Use on behalf of any third party and Grantee shall secure all other permits, privileges or rights required for the Authorized Use. Grantor does not warrant title to the Property and shall not be liable for defects thereto or failure thereof.

(c) Grantor makes no representation as to the present or future conditions of the Easement Area or the character of the traffic on Grantor's roads. Grantor makes no representation as to the present or future conditions of the Easement Area and its fitness for the Authorized Use under this Agreement. Grantee accepts this Agreement subject to all danger or

injury to persons and damages or destruction to property while Grantee is on or about the Easement Area. In this regard, Grantee assumes all risk of injury or death to individuals who are on the Easement Area pursuant to this Agreement and all risk of damage to property upon or in proximity to the Easement Area with Grantee's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in the Easement Area or by the negligence of Grantor or any person in the employ or service of Grantor.

4. RESERVATIONS AND NON-INTERFERENCE.

(a) Grantor reserves the right to use the Easement Area for the benefit of adjacent lands, including the right to cross and re-cross and construct intersecting roads, and installation of overhead and/or underground utilities, for itself, its agents, employees, contractors, licensees, permittees, successors, and assigns.

(b) By acceptance of this Agreement, Grantee acknowledges that the Easement Area and the Property are working forests, and Grantor manages its property for timber production including, but not limited to, harvesting, slash burning, and herbicide application. Grantee shall exercise its privileges under this Agreement so as to avoid any interference with Grantor's use of its own property as working forests or with the exercise by other easement holders of privileges that Grantor may give them in the Easement Area. Grantee acknowledges that a portion of the Easement Area is located on a portion of the Property where Grantor or its successors and assigns may ultimately exercise development rights. Grantee agrees that it will not object to any lawfully conducted timber harvesting, management activities and/or development of property carried out by Grantor or its agents, other easement holders, lessees, contractors, successors, or assigns.

(c) Prior to constructing or improving the trail in the Easement Area, Grantee shall provide Grantor with a plan showing the location and specifications for the proposed trail and Grantor shall review the plan to ensure compliance with the limitations in this Agreement and to ensure that it does not interfere with Grantor's use of the Property. If Grantor finds that the proposed trail will interfere with Grantor's use of the Property, Grantor will provide Grantee with notice and an alternative trail location, alignment or specification within thirty (30) days of receiving Grantee's proposed trail plan. Grantee shall not proceed with any improvement of roads in the Easement Area until Grantor approves in writing Grantee's plan. Any labor, equipment, materials and supplies to complete any road construction or reconstruction authorized pursuant to this Agreement shall be performed and paid for by Grantee. New trail construction or reconstruction shall conform to state law and any permits, including the AHCP. Any new trail construction or reconstruction shall be performed in accordance with any site-specific standards prescribed by Grantor.

(d) Grantor retains ownership of all merchantable and pre-merchantable timber on the Property. For purposes of this Agreement, "merchantable timber" means stands of timber which, in Grantor's judgment, have a higher value for current harvest than their present value for possible future harvest.

(e) Grantee acknowledges that its use is not exclusive, and that others are entitled to use the road in the Easement Area, including use for hauling operations, and that it is responsible for coordination and cooperation with all road users. Grantee agrees to cooperate and coordinate with Grantor and Grantor's contractors, timber purchasers and other users of Grantor's roads in the Easement Area.

5. MAINTENANCE AND ADDITIONAL CONDITIONS OF USE.

(a) Grantee agrees to comply with all applicable governmental laws, rules, statutes, regulations, and permits relating to its use of the Easement Area, and to do so at Grantee's cost.

(b) Grantee shall promptly report to Grantor any violations of any laws, regulations, or permits relating to the Authorized Use of which Grantee has knowledge and shall promptly send to Grantor a copy of any notice of violation received by Grantee that relates to the Authorized Use. A copy of all citations or other written documents Grantee receives from any agency shall accompany the notice of violation.

(c) Grantee shall take reasonable care to prevent wildfires from igniting on or spreading from the Easement Area. Grantee shall reimburse Grantor for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by Grantee's operations, contractors, or personnel, even if not attributable to negligence by Grantee or its agents.

(d) In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Grantor's operations, Grantor shall notify Grantee's representative and Grantee shall immediately suspend the Authorized Use or take steps to remedy the situation as Grantor may direct.

(e) If any portion of the Easement Area requires access through a locked gate owned or maintained by Grantor, Grantor shall issue copies of key(s) needed to open gates for the access provided herein. Grantee shall not copy the key(s) provided by Grantor unless permitted to do so in writing by Grantor. Grantee shall return any key(s) that has been so issued in the event of termination of this Agreement. Grantee shall pay a fifty dollar (\$50) fee per key for any key(s) that is not so returned. Grantee shall keep road gates closed and locked unless otherwise instructed by a Grantor representative.

(f) Grantee shall repair any damage to Grantor's roads when such damage is caused by Grantee's use of the Easement Area. Except for periods when Grantor is using the Easement Area for log hauling, Grantee shall maintain the trail in the Easement Area, at its sole cost and expense, on an ongoing basis during all periods of road use, including: periodic spot rocking and grading to prevent damage to subgrades; ditching and culvert maintenance to prevent water damage to the roads and creeks; and maintenance of all erosion control devices in good working order. In the event that both Grantee and Grantor are using the road(s) for hauling, then during that period Grantee shall pay to Grantor a share of maintenance costs associated with hauling activities, prorated during the time of use in proportion to the use. Grantor will be the

maintaining party unless otherwise agreed. Reimbursements shall be due within thirty (30) days of invoice.

(g) Grantee shall obtain prior written permission from Grantor's authorized representative before gating, obstructing, or storing equipment on the Easement Area, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Grantor. Grantee shall at no time be allowed to, or allow others to, dump or deposit any waste, debris, fill, soil, or other material from outside the Easement Area upon any portion of the Easement Area.

6. INDEMNIFICATION.

Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Grantor and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of or in any way connected with the occupation or use of the Easement Area by Grantee or anyone else entering the Property at Grantee's direction or invitation, or the failure on the part of Grantee to perform fully its promises contained herein.

7. ENVIRONMENTAL.

In the event of a spill or release of Hazardous Materials, Grantee shall promptly comply with all federal, state and local spill notification and response requirements and shall notify Grantor of the spill event. Grantee shall be responsible for the response and restoration costs of any release of Hazardous Materials in connection with the Agreement, and shall indemnify, defend, and hold harmless Grantor from any liability arising from claims or damages in connection with such release. "Hazardous Materials" shall mean any pollutant, contaminant, chemical or hazardous, toxic, or dangerous waste, substance, chemical or material, or any other substance or material regulated or controlled pursuant to any environmental laws now or at any time hereafter in effect.

8. LIENS.

Grantee shall keep the Easement Area free from any liens or encumbrances arising out of any work performed by Grantee, materials furnished to Grantee, or obligations incurred by Grantee. Grantor shall have the right to pay and discharge any lien imposed against the Property due to Grantee's breach of the aforesaid covenant. Grantee shall reimburse Grantor for the amount so paid, including the reasonable expenses of Grantor in connection therewith, within thirty (30) days of receiving notice from Grantor of any such payment with interest thereon at the rate of seven (7) percent per annum from the date of payment thereof by Grantor until the repayment thereof by Grantee. If Grantor exercises the option to make such payments, it shall not be obligatory on Grantor to inquire into the validity of any such lien unless Grantee shall have given notice to Grantor that said lien was being challenged and shall have furnished to Grantor the bond of a surety company or other security satisfactory to Grantor, in an amount satisfactory to Grantor, securing Grantor against the payment of the lien so contested and against any loss, damage, or penalty arising from Grantee's failure to pay it.

9. INSURANCE.

All liability policies will be purchased at each Grantee's expense. Policies of insurance will be issued in a form and by an insurance company with Best's Key Rating Guide or A- or better with a financial size rating of at least VIII, or as deemed acceptable by each Grantor and with minimum limits as indicated below:

(a) Workers' Compensation (Statutory amount) and Employer's Liability of \$1,000,000, if applicable and required by law.

(b) Commercial General Liability Comprehensive Liability/Contractor's Liability insurance with minimum limits of \$1,000,000 each occurrence; \$2,000,000 in the aggregate for Bodily Injury, Property Damage, Personal Injury and Advertising Injury, Contractual Liability, Products and Completed Operation. The policy shall provide Cross Liability/Separation of Insureds and Pollution arising out of heat, smoke or fumes from hostile fires. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse or Underground). Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, Contractors' insurance shall apply as if each Named Insured were the only Named Insured; and separately to each insured against whom claim is made or suit is brought. The aggregate limit required under this Agreement shall be on a per project basis.

(c) Business Automobile Liability insurance covering owned, non-owned, hired, leased and other vehicles ("any auto"), with a combined single limit of \$1,000,000 for Bodily Injury, Death, and Property Damage per occurrence.

(d) The policies specified in (b) and (c) above shall include an endorsement that shall name GREEN DIAMOND RESOURCE COMPANY, and each Grantor, and, if different, the landowner as an additional insured on a primary basis for the duration of the Agreement term. The additional insured endorsement must be ISO CG 20 10 10 01 (as amended from time to time or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

(e) Each Grantee shall provide each Grantor with 30-days written notice prior to cancellation or other material modification in the policy affecting the requirements in this Agreement. No such cancellation or modification shall affect each Grantee's obligation to maintain the insurance coverage required by this Agreement.

(f) All liability coverage must be on an "occurrence" basis as opposed to "claims made."

(g) Each Grantee hereby waives any subrogation claim against each Grantor by its insurers under the policies specified in subsections A, B and C above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in A, B and C above shall include an endorsement allowing this waiver of subrogation claims.

(h) All insurance shall be in a form sufficient to protect each Grantor and each Grantee's contractors to the extent they are involved in the Agreement and each Grantor

against the claims of third persons, and to cover claims by each Grantor against each Grantee for which the Grantee has assumed liability under this Agreement.

(i) Prior to commencement of operations, each Grantee shall furnish each Grantor a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to each Grantor and containing a representation that coverage of the types listed above is provided with the required limits. Each Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificates for Green Diamond Resource Company shall be sent to Green Diamond Resource Company via email only at: COI@greendiamond.com.

(j) With respects to the requirements under Section 10. Insurance, each Grantee shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policies.

10. TERMINATION OR ABANDONMENT.

All rights of Grantee hereunder shall terminate upon Grantee's transfer or conveyance of the rights hereunder to a third party. Upon termination the easement conveyed in this Agreement shall revert to and merge with the interests of Grantor, its successors or assigns. Upon such termination, Grantee agrees to execute and deliver such documents as may be required to extinguish of record such easement.

11. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Grantee and a breach of this Agreement: (1) Grantee does or permits to be done anything that creates a lien upon the Property and the lien is not removed or bonded around within thirty (30) days after written notice thereof from Grantor to Grantee; or (2) Grantee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantor specifying the failure; provided that no such failure will be deemed to exist if Grantee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Grantee. If Grantee remains in default beyond any applicable cure period, Grantor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Grantor and a breach of this Agreement: Grantor's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantee specifying the failure; provided that no such failure will be deemed to exist if Grantor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Grantor. If Grantor remains in default beyond any applicable cure period, Grantee will have the right to exercise any and all rights available to it under law and equity.

12. NOTICES. All notices, requests, demands and communications hereunder will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized

overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows:

Grantor:

Green Diamond Resource Company
Administrative Forester
P.O. Box 68
Korbel, CA 95550
Phone (707) 668-4479

Grantee:

Humboldt County
Public Works Department
736 F Street
Arcata, CA 95521
Phone: (707) 822-5953

With a copy to:

Green Diamond Resource Company
Attn: Legal Department
1301 Fifth Avenue, Suite 2700
Seattle WA 98101-2613
Phone: 206-224-5830
Fax: 253-280-9018

Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

13. INTERPRETATION.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles of such state.

(b) A Party's waiver of any right hereunder or of the other Party's breach or failure to perform shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party, whether of a similar nature or otherwise.

(c) If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either Party on ten (10) days' prior written notice to the other Party hereto.

(d) Terms and conditions of this Agreement which, by their sense and context, survive the termination, cancellation, or expiration of this Agreement, including, but not limited to, Grantee's obligations under Paragraphs 6, 7, 9, and 14, shall so survive.

(e) This Agreement constitutes the entire agreement of the Parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties, and the amended Agreement remains subject to the enforcement provisions of this Agreement.

(f) This Agreement shall bind and inure to the benefit of the successors, personal representatives, and permitted assignees of the respective Parties.

(g) Each of the Parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction. No provision of this Agreement shall be construed against one party as the drafter of the Agreement for that provision.

(h) Unless otherwise specified, the following rules of construction and interpretation apply: (1) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be interpreted to mean "including but not limited to"; (3) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (4) use of the terms "termination" or "expiration" are interchangeable; and (5) reference to a default will take into consideration any applicable notice, grace and cure periods.

14. ENFORCEMENT.

(a) If an action is instituted to enforce any of the terms, covenants, conditions or agreements contained in this Agreement or if an action is commenced because of any breach hereof, then the prevailing party in such action shall be entitled to all of its costs and reasonable attorneys' fees as fixed by the trial and appellate courts in said action.

(b) Grantee and Grantor hereby expressly and irrevocably waive all right to a trial by jury in any action, proceeding, claim, counterclaim or other litigation arising out of or relating to the Agreement or any of the activities or events referenced in this Agreement.

15. EXECUTION.

(a) Unless otherwise provided herein, this Agreement shall be effective on the last date of execution by the undersigned parties. This Agreement shall not be binding upon either Party until signed and acknowledged by each Party.

(b) Each of the undersigned represents that they have sufficient authority to execute this binding Agreement on behalf of the Party they represent.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as below subscribed.

"Grantee"

Humboldt County, a political subdivision of the State of California

By: _____

Print Name: _____

Its: _____

Date: _____

"Grantor"

**Green Diamond Resource Company,
a Washington corporation**

By: _____

Print Name: _____

Its: _____

Date: _____

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 _____, 2020, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument of the entity upon behalf of which the person 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)

STATE OF WASHINGTON)

COUNTY OF KING)

On _____, 2020, before me, _____, a Notary Public in and for said County and State, personally appeared Douglas S. Reed, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument of the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

