




AGENDA ITEM NO.
C11

COUNTY OF HUMBOLDT

For the meeting of: April 10, 2018

Date: March 21, 2018

To: Board of Supervisors

From: John Ford, Director Planning and Building 

Subject: Samoa Pacific Group Brownfield Revolving Loan - Amendment Request #2

RECOMMENDATION(S):

That the Board of Supervisors:

1. Adopt Resolution No. 18-27 (Attachment 1), a Resolution of the Board of Supervisors of the County of Humboldt authorizing the County Administrative Officer to sign, the Third Amendment to the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement with Samoa Pacific Group to remediate lead in an around 99 homes and associated structures in the Town of Samoa, with the following revisions:
 - a. Amend Section 8 to specify that the lender agrees to loan up to a total of \$2,320,000, based on the availability of Brownfield Revolving Loan funds; and
 - b. Amend Section 9 to specify the term of the loan shall end on March 31, 2024.

SOURCE OF FUNDING:

United States Environment Protection Agency (US-EPA) Brownfield Revolving Loan Fund (RLF) and loan repayment revenue that accrues to the County of Humboldt Brownfields Cleanup RLF.

Prepared by John Miller, Senior Planner

CAO Approval 

REVIEW:

Auditor MSM County Counsel NAD Human Resources KIB Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Bass

Ayes Bass, Fennell, Sundberg, Bohn, Wilson
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____ Resolution No. 16-101

Meeting of: September 6, 2016

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

Dated: 4/10/18

By: 
Kathy Hayes, Clerk of the Board

DISCUSSION:

Before your Board today is a request to authorize the County Administrative Officer, or their designee, to sign a second amendment to the Samoa Pacific Group (SPG) Brownfield Revolving Loan. The loan is to support the completion of lead remediation for 100 existing structures in the Town of Samoa, 23 of which have already been remediated using prior loaned funds. The request is to increase the existing SPG Brownfields Cleanup RLF loan amount of \$1,320,000 to \$2,320,000 (a \$1,000,000 increase), change the maturity date to March 31, 2024, and extend the interest rate of 0 percent to the amended maturity date. Funding for this program is from a grant from US-EPA and future revenues from loans repaid to the Brownfields Cleanup RLF. The Brownfields Cleanup RLF has \$418,000 in available revenue, excluding funds that have been loaned and granted for three cleanup projects or expended for program administration, and the program is authorized by the Board of Supervisors in 2016 (Resolution No. 16-101) to seek up to \$3,000,000 (additional \$650,000) in US-EPA grant funds.

Staff is supportive of the request to increase the loan by \$1,000,000 because the lead abatement is a condition of subdivision approval. The County has some risk because SPG's ability to repay the loan is contingent upon approval of a subdivision requiring an acceptable solution for sewage treatment and disposal and recordation of a final map prior to sale of individual parcels. If the subdivision is held up or cannot be approved, individual lot sales could not occur, in which case SPG may not be in a position to repay the loan. The additional loan funds requested add to the existing financial risk to the County.

The concept for this project has been that after the first individual lot sales a portion of the loan would be repaid. After repayment the County would have funds on hand to be re-loaned to a qualified entity, including SPG. The US-EPA requires the County to put the loan repayments into a restricted fund, and either loaned or returned to the US-EPA. After funds are loaned from the restricted fund, the repaid funds become unrestricted and can be used at the County's discretion. SPG needs \$4,419,130 to complete lead remediation. Conceivably they could borrow enough to complete the remaining clean-up, repay the County, and \$2,320,000, or whatever amount is repaid and then re-loaned, would become unrestricted funds for the County.

Humboldt County Brownfield Revolving Loan program. Through a 2006 grant from US-EPA, Humboldt County established the Brownfields Cleanup RLF program to make loans and sub-grants to eligible entities to perform site assessments and clean up properties that pose threats to public health and safety or that have been stumbling blocks to development because of real or perceived environmental hazards. Resolution No. 05-89, which authorized the Brownfields Cleanup RLF program, designated the Community Development Services Director, or his agent, to sign contracts to carry out the activities of this grant, after review and approval by the County Counsel and the Risk Management. In 2016, the Board of Supervisors approved Resolution No. 16-101, authorizing staff to continue to secure US-EPA Brownfield Revolving Loan funding in an amount not to exceed \$3,000,000 and authorizing the County Administrative Officer, or designee, to enter into and sign grants and loan agreements for eligible Brownfield Revolving Loan projects, after review and approval by County Counsel and Risk Management.

Among others, the RLF program has made loans and grants to the Wiyot Tribe, the City of Blue Lake, the Mid-Klamath Watershed Council, the Humboldt Bay Harbor Recreation and Conservation District on behalf of the Timber Heritage Association, and the Samoa Pacific Group. The funds that are loaned must be repaid to the county and held in an US-EPA restricted Brownfield RLF. Funds may then be re-loaned/granted under the same rules. After the second repayment they become unrestricted and no longer need to be held in a separate fund. The available balance of the Brownfields Cleanup RLF

program is \$418,000, plus \$650,000 in additional grant funds may be sought in US-EPA grant funds beginning in 2019, based on Board authorization in 2016.

Samoa Pacific Group Loan. The Samoa Pacific Group submitted an application to amend the Humboldt Bay Area Plan that was approved by the County and established the Samoa Town Master Plan: a series of policies and maps to guide the subdivision and reuse of the former Samoa mill site and town area owned by SPG. The Samoa Town Master Plan was ultimately certified by California Coastal Commission in 2012. The Samoa Town Master Plan includes “Policy 10” relating to the “Preservation and Enhancement of Community Character and Visual Resources.” This policy states that “cleanup of contaminated soil and water (surface or ground) surrounding existing or previous structures of the historic “Company Town” of Samoa, including excavation of soils surrounding the structures or removal or treatment of remaining lead-contaminated paint on existing structures, shall be undertaken in a manner that protects the stability of the existing structures and retains and preserves the original woodwork, windows, and millwork.” This policy requires that lead-based paint on existing structures be remediated and that the soil surrounding such structures (ultimately determined to be 99 existing homes and other structures) be removed. Humboldt County Coastal Zoning Regulations include STMP (New Development) Standard 2, Section 313-34.2, which provides specific criteria for the remediation of contamination to implement this policy. The cleanup requirements for the lead based paint and contaminated soil for this project are likely more rigorous than would be applied to a single family home owner because all of the property is under single ownership and because work on the homes must preserve the existing structures contributing to the historic “Company Town.”

To support the remediation of this hazard, SPG applied for a loan of \$950,000 from the County Brownfields Cleanup RLF. The County Administrative Officer executed an agreement with SPG in 2014 to remediate this lead hazard. The original agreement for 0% interest was premised upon the developer providing the 20% match for the County’s grant from USEPA. SPG agreed to pay 20 percent of total project costs as match, and repay the loan within five years. In 2016, SPG requested an amendment to the loan in order to borrow an additional \$370,000 to carry out the Scope of Work, increasing the total loan amount to \$1,320,000, and increasing the total SPG project cost share to \$330,200. The County Administrative Officer executed the amendment, increasing the loan amount and the project cost share requirement, but did not change other loan terms, such as the original loan period, which concludes in March 2019.

The County received a request from SPG for a second amendment to revise the terms of their Brownfields Cleanup RLF loan. SPG has remediated 23 structures with the \$1,320,000 loan funds and has a need for an additional \$3,099,130 to complete the Scope of Work based on their estimates. SPG would like to borrow up to \$1,000,000 in additional Brownfields Cleanup RLF program funds. SPG also requests that the County seek additional grant funds from US-EPA, reflecting their project need identified above. SPG has indicated that remediation costs have been approximately \$40,000 per structure, and remediation needs for each structure can be dramatically different. According to SPG, the revised loan terms would allow for the remediation of all of existing homes in the Town of Samoa and allow the homes to be sold to individual homebuyers.

SPG requests the following:

- The maturity date be amended to be March 31, 2024;
- The interest rate of 0 percent to be extended to the amended maturity date; and, Increase the loan amount by \$1,000,000 to \$2,320,000.

The County cannot loan more than is available in the Brownfields Cleanup RLF program. As stated above, \$418,000 is the maximum that can be loaned to SPG at this time and the County can apply for up to \$650,000 in additional funds beginning in 2019, based on prior Board authorization. As homes in the Town of Samoa are sold, SPG would be obligated to use portions of sales proceeds to make repayments to the Brownfields Cleanup RLF program. These funds would be available to relend to eligible loan applicants, including SPG. A review of financial information submitted by SPG indicates that current commercial and residential rental revenues from the project alone would not feasibly support loan repayment. Loan repayment is therefore predicated upon the sale of homes following the first phases of the subdivision of the Town of Samoa. Possible risks to the County involve the potential for loan default by the borrower and the requirement that the County recover Brownfields Cleanup RLF funds through the promissory note that is secured by land and structures that comprises parts of the Town of Samoa. The repayment of loan funds by SPG, upon the approval of the subdivision and sale of existing homes in the Town of Samoa, will support future Brownfields Cleanup RLFs loans and grants.

Subdivision of the Town of Samoa. The Samoa Town Master Plan involves the subdivision of the Town Samoa which will occur in multiple phases. For the time being, the Town of Samoa is comprised of six Assessor's Parcels. The 99 structures subject to this Brownfield Revolving Loan are located on Assessor's Parcel 401-031-046. The first phase of the subdivision places the 99 existing homes and other structures currently undergoing lead remediation on individual lots, creates two new single family homes, and provides for an 84 unit multifamily development as well as the construction of commercial, public, industrial, and recreational facilities. Based on the subdivision of the Town of Scotia, existing homes would be expected to sell for between \$130,000 and over \$200,000 depending on the size of the structure. The next phase creates new vacant residential lots, and provides for the buildout of 186 single family homes. The final phase includes a new business park. Planning review of Phase 1 is in process and approval is awaiting, among other items, updates to coastal resource mapping, plans for the provision of public utilities (defining who will ultimately operate the public utilities serving the town, including sewer, and how will they be operated), and final plans and permitting for a wastewater system approved by the Regional Water Quality Control Board (RWQCB).

The design, permitting, and operation of the wastewater system are critical path items for the approval of the subdivision of Samoa. Regarding the plans for the provision of public utilities, the Humboldt Local Agency Formation Commission (LAFCo) approved the reorganization of the Samoa Peninsula Fire Protection District into the Peninsula Community Services District, which is authorized to provide water wastewater, fire protection, rescue, & emergency response (including tsunami evacuation), parks, recreation, trails, and open space; landscape maintenance within public areas; streets and street maintenance, and storm drainage. The reorganization was approved by LAFCo as well as the voters of the District, but will not become effective until the completion of a detailed engineering analysis and/or rate study prepared by a licensed engineer as well as successful completion of Proposition 218 proceedings for benefit assessments and user fees to fund the activities of the District and the transfer of assets and a transition agreement with SPG for facilities and land within the Town of Samoa relating to services to be provided by the District.

SPG has submitted permit applications for the wastewater system to the RWQCB that include wastewater treatment plant design and a plan for effluent disposal using either an on-site leach system or the existing ocean outfall pipe at the Redwood Marine Terminal II. Based on conversation with RWQCB staff, the RWQCB is supportive of this permit application that utilizes the ocean outfall and the permit could be before their Board for approval in fall of 2018. If the application is approved it is

likely that the subdivision would move forward within the next few years. If it was not approved, it would be unlikely that the subdivision would happen.

FINANCIAL IMPACT:

The funds to be loaned to SPG are from US-EPA Brownfield RLF grant funding and future loan repayment revenue that accrues to the County of Humboldt Brownfields Cleanup RLF program. The County cannot loan more than is available at any time in the Brownfields Cleanup RLF program. The Loan Agreement is secured by a Promissory Note and Deed of Trust.

In the event of a loan default, the County is obligated to make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the County is responsible for: (1) documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and (2) securing the site (e.g., ensuring public safety) and informing the US-EPA Project Officer and the State. The County is in first place on title, after taxes. In the event of a default, the county could incur costs associated with recovering the remaining loan balance.

Amending the SPG Brownfields Cleanup RLF supports the Board's Strategic Framework through its core role of improving safety and health.

OTHER AGENCY INVOLVEMENT:

There is no direct involvement in the amendment to the SPG Brownfields Cleanup RLF loan by other agencies aside from the approval of the Brownfields Site Eligibility Evaluation form for the original loan by US-EPA.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the amendment to the SPG Brownfield Revolving Loan - Amendment Request #2. As a result, SPG may not be able to complete the cleanup of the Project Site shall be in accordance with the specifications of the Brownfields Cleanup RLF Loan Agreement entered into on May 6, 2014, which could hasten loan default.

ATTACHMENTS:

- Attachment 1: A Resolution of the Board of Supervisors of the County of Humboldt authorizing the County Administrative Officer to sign, after review and approval by County Counsel and Risk Management, the Second Amendment to the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement entered into on May 6, 2014, between Samoa Pacific Group LLC, and the County of Humboldt to remediate lead in an around 99 homes and associated structures in the Town of Samoa.
- Attachment 2: Request from Samoa Pacific Group LLC to amend the Brownfield Revolving loan to remediate lead in an around 99 homes and associated structures in the Town of Samoa.
- Attachment 3: The County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement entered into on May 6, 2014 and amended on October 12, 2016, between Samoa Pacific Group LLC, and the County of Humboldt to remediate lead in and around 99 homes and associated structures in the Town of Samoa.

Attachment 1

Authorizing the County Administrative Officer to sign the Second Amendment to the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement.

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of April 10, 2018

RESOLUTION NO. 18-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO SIGN THE SECOND AMENDMENT TO THE COUNTY OF HUMBOLDT BROWNFIELDS CLEANUP REVOLVING LOAN FUND LOAN AGREEMENT TO REMEDIATE LEAD IN AND AROUND 99 HOMES AND ASSOCIATED STRUCTURES IN THE TOWN OF SAMOA

WHEREAS, the County of Humboldt is the recipient of Brownfields Cleanup Revolving Loan Funds from the United States Environmental Protection Agency (EPA) and authorized to make certain loans from these funds; and

WHEREAS, these funds are to be used to undertake cleanup of brownfields sites by making loans to parties willing to undertake cleanup of these sites; and

WHEREAS, Resolution No. 05-89 authorized designated the Community Development Services Director, or his agent, to sign contracts to carry out the activities of Brownfield Revolving Loan program, after review and approval by the County Counsel and the Risk Management Director/Deputy County Administrative Officer; and

WHEREAS, Resolution No. 16-101 authorized the County Administrative Officer, or designee, to enter into and sign grants and loan agreements for eligible Brownfield Revolving Loan projects on behalf of the County; and

WHEREAS, On May 6, 2014, after receiving an application and determining loan eligibility, the County Administrative Officer executed an agreement with the Samoa Pacific Group (SPG) to loan \$950,000 from the Brownfields Cleanup RLF to remediate lead in an around 99 homes and associated structures in the Town of Samoa; and

WHEREAS, On October 12, 2016, after receiving a request to amend the loan, the County Administrative Officer executed an amendment to the original SPG loan, increasing the loan amount to \$ 1,320,000 , but did not change the project cost share requirement and other loan terms, such as the original loan period, which concludes in March 2019; and

WHEREAS, The County received a request from SPG for a second amendment to revise the terms of their Brownfields Cleanup RLF loan to borrow up to a total of \$2,320,000, to complete the remediation of 100 existing structures; to change the maturity date to March 31, 2024; and to retain the interest rate of 0 percent to be extended to the amended maturity date, in order to allow for the remediation of all of existing homes in the Town of Samoa and allow the homes to be sold to individual homebuyers; and

WHEREAS, The remediation, rehabilitation, and reuse of existing homes in the Town of Samoa serves to retain an important element of local history and the SPG loan agreement project cost share provides the local match for the Brownfields Cleanup RLF program and supports grants and loans to other entities without the requirement for a project cost share.

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of April 10, 2018

RESOLUTION NO. 18-27

NOW THEREFORE BE IT RESOLVED that the Humboldt County Board of Supervisors hereby authorizes the County Administrative Officer, or designee, to sign the Second Amendment to the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement between Samoa Pacific Group LLC, acting through Dan Johnson, its duly authorized representative, and the County of Humboldt with the following revisions:

1. Amend Section 8 to specify that the lender agrees to loan up to a total of \$2,320,000, based on the availability of Brownfield Revolving Loan funds; and
2. Amend Section 9 to specify the term of the loan shall end on March 31, 2024.

BE IT FURTHER RESOLVED that Resolution No. 16-101 authorized the County Administrative Officer, or designee, to enter into US-EPA Brownfield Revolving Loan grant modifications, in an amount not to exceed \$3,000,000, and to sign documents on the County's behalf.

Dated: April 10, 2018



 Ryan Sundberg, Chair
 Humboldt County Board of Supervisors


Adopted on motion by Supervisor Wilson, seconded by Supervisor Bass, and the following vote:

AYES:	Supervisors	Bohn, Sundberg, Bass, Wilson, Fennell
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
 County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



 By Ryan Sharp
 Deputy Clerk of the Board of Supervisors of the
 County of Humboldt, State of California

Attachment 2

Request from Samoa Pacific Group LLC to amend the Brownfield Revolving loan to remediate lead in an around 99 homes and associated structures in the Town of Samoa.

DANCO

THE DANCO GROUP OF COMPANIES

Danco Builders
Danco Builders Northwest
DT Builders
Danco Communities
Danco Property Management
DT Builders
Western Living Concepts

5251 Ericson Way
Arcata, CA 95521
Phone: (707) 822-9000
Fax: (707) 822-9596
www.danco-group.com
Contractor's Licenses
CA 899392, 500851, 986583

March 20, 2018

John Miller
County of Humboldt, Planning & Building
3015 H Street
Eureka, CA 95501

Re: County of Humboldt Brownfields Cleanup Revolving Loan Fund – Samoa, CA
Request for Revision of Terms

Dear Mr. Miller:

The Samoa Pacific Group would like to formally request a revision of the loan terms of its Brownfields Cleanup Revolving Loan with the County of Humboldt which is associated with the cleanup of lead in the Town of Samoa. This loan was originally made May 6, 2014 and amended October 12, 2016.

Current terms of the loan are \$1,320,000 loan with a maturity date of March 31, 2019, interest rate of 0% until that date, and a default rate of 5% thereafter.

Below please find the terms we wish to amend. All other terms to remain the same.

- Maturity Date: Extend 5 years for an amended maturity date of March 31, 2024.
- Interest Rate: Maintain interest rate at 0% until amended maturity date.
- Amount of Loan: We would like to request additional funding as it becomes available. We have completed 23 of 100 homes with the \$1,320,000 loan. Therefore, we would need an additional \$4,419,130 to complete the remediation. We would like to request up to this amount as funds become available through the revolving fund. We understand that this isn't currently possible based on the grant amounts that are eligible to be requested from the federal government. We would therefore like to request the \$435,000 that the County has available and more as it becomes available.

As the remediation of the lead is a condition of approval of this subdivision, the Samoa Pacific Group is committed to seeing it through. The costs of the remediation cannot be financed by the EPA/County funds will be financed privately.

Please contact Chris Dart at (707) 825-1531 with any questions.

Sincerely,

Daniel J. Johnson, Member
Samoa Pacific Group LLC
5251 Ericson Way
Arcata, CA 95521

Attachment 3

The County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement entered into on May 6, 2014 and amended on October 12, 2016, between Samoa Pacific Group LLC, and the County of Humboldt to remediate lead in and around 99 homes and associated structures in the Town of Samoa.

**FIRST AMENDMENT TO THE COUNTY OF HUMBOLDT
BROWNFIELDS CLEANUP REVOLVING LOAN FUND
LOAN AGREEMENT**

This Amendment, entered into this 12 day of Oct, 2016, is the First Amendment to the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement entered into on May 6, 2014 (the Agreement) between SAMOA PACIFIC GROUP LLC, acting through Dan Johnson, its duly authorized representative, hereinafter referred to as "Borrower", and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "Lender," collectively referred to as "parties," is made upon the following considerations:

WITNESSETH:

WHEREAS, on May 6, 2014, the parties entered into the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement in which Borrower received BCRLF Loan Funds from Lender in the amount of \$950,000, and executed a Promissory Note Secured by Deed of Trust in favor of Lender, in Exhibits 4 and 5; and

WHEREAS, Borrower desires to borrow additional BCRLF Loan Funds from Lender for the purpose of facilitating cleanup of the Project Site; and

WHEREAS, Lender desires to lend additional BCRLF Loan Funds to Borrower in the amount of \$370,000 for the purpose of facilitating cleanup of the Project Site; and

WHEREAS, cleanup of the Project Site shall be in accordance with the specifications described in Revised Lead Removal Action Workplan, Winzler and Kelly 2009 and Addendum to the Revised Removal Action Work Plan, Freshwater Environmental Services 2012; and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA); and

WHEREAS, the Borrower is not a generator or transporter of the contamination at the Project Site; and

WHEREAS, the Borrower is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Project Site nor is the Borrower, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and

WHEREAS, the Borrower acquired the property after the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from the Project Site; and

WHEREAS, the parties now desire to amend certain provisions of the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement to increase the maximum amount of BCRLF Loan Funds loaned by Lender to Borrower for cleanup of the Project Site.

NOW, THEREFORE, the parties mutually agree as follows:

- 1) Section 8 is hereby amended by replacing the current language of that Section in its entirety with the following:

Subject to the terms and conditions set forth herein, Lender agrees to loan to Borrower an amount not to exceed \$1,320,000 to be used for cleanup of the Project Site. Borrower

previously evidenced its obligation to repay the Loan Funds initially received by executing a Promissory Note in the amount of \$950,000, in Exhibit 6 Borrower shall evidence its obligation to repay additional \$370,000 loaned by execution of a Promissory Note, attached hereto as Exhibit 7 and made a part hereof. Said Promissory Note shall be secured by a Deed of Trust ("Deed of Trust") in a form substantially similar to that set forth in Exhibit 7 attached hereto.

- 2) The Agreement is hereby amended to delete Exhibit 3 – Project Documents ("Exhibit 3"), and replace it in its entirety with a modified version of Exhibit 3 which is attached hereto and incorporated herein by reference. The modified version of Exhibit 3 attached hereto shall supersede any prior versions thereof, as of the effective date of this First Amendment.
- 3) Except as modified herein, the County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement dated May 6, 2014, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS HEREOF, the parties have entered into this First Amendment as of the date set forth above.

WITNESS:

Tina M. Uhl
Signature of Witness

Tina M. Uhl
Printed Name of Witness

BORROWER:

SAMOA PACIFIC LLC.

BY: [Signature]
Daniel J. Johnson

BY: [Signature]
Londert DeVries
Member, Samoa Pacific LLC.

WITNESS:

Ana Hartwell
Signature of Witness

Ana Hartwell
Printed Name of Witness

LENDER:

COUNTY OF HUMBOLDT

BY: [Signature]
Mark Lovelace
Chairman, Humboldt County
Board of Supervisors

IN WITNESS HEREOF, the parties have entered into this First Amendment as of the date set forth above.

WITNESS:



Signature of Witness

McKenzie Dibble

Printed Name of Witness

BORROWER:

SAMOA PACIFIC LLC.

BY: 

Daniel J. Johnson

BY: _____
Lendert DeVries
Member, Samoa Pacific LLC.

WITNESS:




Signature of Witness

Ana Hartwell

Printed Name of Witness

LENDER:

COUNTY OF HUMBOLDT

BY: 

Mark Lovelace
Chairman, Humboldt County
Board of Supervisors

EXHIBIT 3

PROJECT DOCUMENTS

Approved Cleanup Action Documents, Attached:

Revised Lead Removal Action Work Plan, Winzler and Kelly 2009 and;
Addendum to the Revised Removal Action Work Plan, Freshwater Environmental Services 2012.

Scope of Work:

This project will assist in the remediation of lead in and around 99 existing homes and associated structures in the Town of Samoa, CA. See Exhibit 2 project site. Danco Builders' scope of work includes but is not limited to: Removal of lead from soil surrounding homes, prevention of lead leaching into local waterways and groundwater, remediation of lead from structures on lots in the town of Samoa while following all applicable rules and regulations. All lead abatement on structures will be conducted in accordance with EPA's Lead Renovation, Repair and Painting Rule (RRP Rule). See Freshwater Environmental Services' Lead Remediation Action Plan prepared on Jan 21, 2013 for more specific information. Because of the unpredictable nature of this project, unforeseen work may need to be done, such as demo, rot repair, or any other work that the remediation process may uncover.

Schedule of Work:

The schedule of work for this project will be as follows: work will commence within 7 days of the executed loan agreement between Borrower and Lender. Work will conclude by June 2018. The schedule of work may be changed by written agreement between Lender and Borrower.

Project Budget:

Given the uncertainties involved in working on historic structures, work will be conducted on a time and materials basis by the contractor.

The Lender will supply a maximum of \$1,320,000 in loan funds.

The Borrower will provide a minimum of \$264,000 in project cost share.

EXHIBIT 6

Promissory Note

PROMISSORY NOTE

Arcaata,
Humboldt, California

October 12, 2014

1. For value received, the undersigned, *Samoa Pacific Group LLC* ("Borrower"), promises to pay to the order of County of Humboldt, a duly organized political subdivision of the State of California ("Lender"), the principal sum of, *three-hundred and seventy thousand dollars (\$370,000)*, or the aggregate unpaid principal amount of all Advances made by Lender to the undersigned from time to time and remaining outstanding on the Maturity Date, whichever is less, together with interest on any principal amounts remaining unpaid from time to time from the date of this Note until payment in full, to be calculated as set forth below.
2. All capitalized terms used in this Note, unless otherwise defined, will have the respective meanings specified in the Brownfields Cleanup Revolving Loan Fund Agreement dated as of the same date as this Note entered into between Borrower and Lender ("Loan Agreement"). In addition, as used in this Note, the following terms will have the following meanings:

Advance will mean a disbursement of Funds by Lender.

Business Day means any day other than Saturday, Sunday, or public holiday or the equivalent for banks generally under the laws of California. Whenever any payment to be made under this Note is stated to be due on a day other than a Business Day, that payment may be made on the next succeeding Business Day, and the extension of time will in that case be included in the computation of payment of interest. However, if the extension would cause the payment to be made in a new calendar month, that payment will be made on the next preceding Business Day, and interest will be payable for the shorter period.

Default Rate will mean a rate of interest per annum equal to ten percent (5%).

Maturity Date means *March 31, 2019*, or any earlier date on which the indebtedness evidenced by this Note is due pursuant to the terms of any of the Loan Documents.

3. Each Advance will bear interest on the unpaid principal amount from the date on which the Advance is funded until repaid at 0% per annum. The entire balance of principal and accrued interest will be due on the Maturity Date. All payments will be applied first to payment of any costs, fees, late charges, or other charges due under this Note or under any of the other Loan Documents, then to accrued interest, and then to the principal balance. Interest will be computed on the basis of a 360-day year and the actual number of days elapsed.
4. Both principal and interest are payable in lawful money of the United States of America at 520 E Street Eureka CA, 95501, or at any place the legal holders of this Note may, from time to time, in writing designate.
5. Any amount of principal or interest that is not paid when due (whether at stated maturity, by acceleration, or otherwise) will bear interest from the date on which that amount is due until the amount is paid in full, payable on demand, at the Default Rate in effect from time to time. The undersigned acknowledges that, during the time that any amount is in default, Lender will incur losses that are impracticable, costly, and inconvenient to ascertain. The undersigned agrees that the interest represents a reasonable sum considering all of the circumstances existing on the date of the execution

of this Note and represents a reasonable estimate of the losses Lender will incur by reason of late payment. The undersigned further agrees that proof of actual losses would be costly, inconvenient, impracticable, and extremely difficult to fix. Acceptance of the interest will not constitute a waiver of the default with respect to the overdue amount and will not prevent Lender from exercising any of the other rights and remedies available under this Note.

6. If due to either: (a) the introduction of any change (including, without limitation, any change by way of imposition) in any law or regulation or in the interpretation of them, or (b) the compliance by Lender with any guideline or request from any central bank or other governmental authority, there will be any increase in the cost to Lender of agreeing to make or making, funding, or maintaining the advances contemplated under this Note or under the Deed of Trust, then the undersigned will from time to time, on demand by Lender, pay to Lender additional amounts sufficient to reimburse Lender for the increased cost. A certificate as to the amount of the increased cost, submitted to the undersigned by Lender, will be conclusive.
7. Lender may transfer this Note and deliver to the transferee all or any part of the Property then held by it as security under this Note, and the transferee will then become vested with all the powers and rights given to Lender; and Lender will then be forever relieved from any liability or responsibility in the matter, but Lender will retain all rights and powers given by this Note with respect to property not transferred.
8. The principal amount of the indebtedness evidenced by this Note may, at the option of the Borrower, be prepaid in whole or in part with accrued interest to the date of the prepayment on the amount prepaid, without penalty or premium. Lender will apply all the prepayments first to the payment of any costs, fees, late charges, or other charges due under this Note or under any of the other Loan Documents, then to accrued interest, and then to the principal balance.
9. Time is of the essence. It will be a default under this Note if Borrower fails to pay when due any sum payable under this Note. On the occurrence of a default under this Note or on the occurrence of any event of default under any of such Loan Documents, which shall include the Loan Agreement, this Note and the Deed of Trust, or on the occurrence of any other event that under the terms of Loan Documents give rise to the right to accelerate the balance of the indebtedness, then, at the option of Lender, this Note or any notes or other instruments that may be taken in renewal or extension of all or any part of the indebtedness will immediately become due without any further presentment, demand, protest, or notice of any kind, and after that, interest at the Default Rate on the outstanding principal balance under this Note will continue to accrue. Borrower agrees that this Note will be deemed to have been made under and will be governed by the laws of California in all respects, including matters of construction, validity, and performance, and that none of its terms or provisions may be waived, altered, modified, or amended except as Lender may consent to in a writing duly signed by Lender or its authorized agents.
10. This Note is secured by a Deed of Trust of the same date as this Note ("Deed of Trust") executed by the undersigned, as trustor, in favor of Humboldt Land Title Company, as trustee, for the benefit of Lender, as beneficiary. This Note is the Note referred to in the Deed of Trust, and incorporates the terms and conditions set forth in the Deed of Trust and Loan Agreement that contain, among other things, provisions for acceleration of the maturity of this Note upon: (1) any transfer of an interest in the Property secured by the Deed of Trust, (2) any transfer of more than 50% ownership interest in Borrower in the event Borrower is an entity, or (3) on the happening of other stated events.
11. All agreements between Borrower and Lender are expressly limited so that in no event will the amount paid or agreed to be paid to Lender for the use, forbearance, or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable law. If, from any circumstance, fulfillment of any provision of this Note or the Deed of Trust, at the time performance of the provision is due, is prohibited by law, then the obligation to be fulfilled will be reduced to the maximum rate not so prohibited, and if from any circumstance Lender should ever receive as interest under this Note an amount that would exceed the highest lawful rate, the amount that would be

excessive interest will be applied to the reduction of the principal of this Note and not to the payment of interest. This provision will control every other provision of all agreements between Borrower and Lender with respect to the Loan.

12. The undersigned agrees to pay all costs including, without limitation, attorneys' fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, and including, without limitation, all costs, attorneys' fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the undersigned that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the undersigned. Borrower will pay to Lender all attorneys' fees and other costs referred to in this Paragraph 12 on demand, together with interest from the date of the demand at the Default Rate until paid.
13. No delay or omission of Lender in exercising any right or power arising in connection with any default will be construed as a waiver or as acquiescence, nor will any single or partial exercise preclude any further exercise. Lender may waive any of the conditions in this Note and no waiver will be deemed to be a waiver of Lender's rights under this Note, but rather will be deemed to have been made in pursuance of this Note and not in modification. No waiver of any default will be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent default.
14. If any one or more of the provisions in this Note is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This Note will be binding on and inure to the benefit of Borrower, Lender, and their respective successors and assigns.

BORROWER:

[signature, name and capacity of borrower]

By:  _____

Name: Daniel J. Johnson

Its: Member _____

By: _____

Name: Leendert DeVries

Its: _____

excessive interest will be applied to the reduction of the principal of this Note and not to the payment of interest. This provision will control every other provision of all agreements between Borrower and Lender with respect to the Loan.

12. The undersigned agrees to pay all costs including, without limitation, attorneys' fees, incurred by the holder of this Note in enforcing payment, whether or not suit is filed, and including, without limitation, all costs, attorneys' fees, and expenses incurred by the holder of this Note in connection with any bankruptcy, reorganization, arrangement, or other similar proceedings involving the undersigned that in any way affects the exercise by the holder of this Note of its rights and remedies under this Note. All costs incurred by the holder of this Note in any action undertaken to obtain relief from the stay of bankruptcy statutes are specifically included in those costs and expenses to be paid by the undersigned. Borrower will pay to Lender all attorneys' fees and other costs referred to in this Paragraph 12 on demand, together with interest from the date of the demand at the Default Rate until paid.
13. No delay or omission of Lender in exercising any right or power arising in connection with any default will be construed as a waiver or as acquiescence, nor will any single or partial exercise preclude any further exercise. Lender may waive any of the conditions in this Note and no waiver will be deemed to be a waiver of Lender's rights under this Note, but rather will be deemed to have been made in pursuance of this Note and not in modification. No waiver of any default will be construed to be a waiver of or acquiescence in or consent to any preceding or subsequent default.
14. If any one or more of the provisions in this Note is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This Note will be binding on and inure to the benefit of Borrower, Lender, and their respective successors and assigns.

BORROWER:

[signature, name and capacity of borrower]

By: _____

Name: Daniel J. Johnson

Its: _____

By:  _____

Name: Leendert DeVries

Its: *Member / Samoa Pacific, LLC*

EXHIBIT 7

Deed of Trust

SHORT FORM DEED OF TRUST

This DEED OF TRUST, dated October 12, 2016, between Samoa Pacific Group LLC, herein called TRUSTOR, whose address is 5251 Ericson Way #A, Arcata, CA95521, and Fidelity National Title Company, a California corporation, herein called TRUSTEE, and the County of Humboldt, a duly organized political subdivision of the State of California, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with Power of Sale, that real property in the State of California, County of Humboldt, Unincorporated Area of Samoa, described as:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness evidenced by one promissory note of even date herewith executed by Trustor in favor of Beneficiary or order in the principal sum of \$370,000 and any additional sums and interest thereon hereafter loaned by Beneficiary to the then record owner of said property which loans are evidenced by a promissory note or notes.
2. Performance of each agreement of Trustor contained herein or incorporated by reference, including the terms set forth in that certain agreement entitled, "The County of Humboldt Brownfields Cleanup Revolving Loan Fund Loan Agreement executed by Trustor and Beneficiary and dated May 16, 2014, 2011
 - A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, and with respect to the real property above described, Trustor expressly makes each and all the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in 1 to 5 inclusive of Subdivision A of that certain fictitious Deed of Trust recorded January 29, 1991, under Recorder's Serial No. 1991-2016-2, of Official Records, Humboldt County Records, recorded February 15, 1991, in Book 1888, Page 77 of Official Records, under Recorder's Serial No. 2745, Mendocino County Records, recorded January 31, 1991, under Recorder's Serial No. 0394, of Official Records, Trinity County Records, and recorded January 31, 1991, under Recorder's Serial No. 910528, of Official Records, Del Norte County Records, which Subdivision A is and said agreements, terms and provisions are by this reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein.
 - B. IT IS MUTUALLY AGREED that each and all of the terms and provisions set forth in paragraphs 1 to 9 inclusive of Subdivision B of said fictitious Deed of Trust recorded January 29, 1991, under Recorder's Serial No. 1991-2016-2, of Official Records, Humboldt County Records, recorded February 15, 1991, in Book 1888, Page 77 of Official Records, under Recorder's Serial No. 2745, Mendocino County Records, recorded January 31, 1991, under Recorder's Serial No. 0394, of Official Records, Trinity County Records, and recorded January 31, 1991, under Recorder's Serial No. 910528, of Official Records, Del Norte County Records, which Subdivision B is, by this reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and said Subdivision B and each and all of the terms and provisions thereof shall inure to and bind the parties hereto.
 - C. THE UNDERSIGNED TRUSTOR requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

D. IN THE EVENT any interest in the property described in Exhibit A is transferred, or more than a 50% ownership interest in Trustor is transferred in the event Trustor is an entity, all principal and interest, and any other amounts due under the terms of the Promissory Note secured by this Deed of Trust, shall become immediately due and payable.



Signature of Trustor

Signature of Trustor

STATE OF CALIFORNIA
COUNTY OF HUMBOLDT

)
)
)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

SEAL

ACKNOWLEDGMENT

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

State of California
County of Humboldt)

On Oct 14, 2016 before me, McKenzie Dibble, Notary Public
(insert name and title of the officer)

personally appeared Daniel J. Johnson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

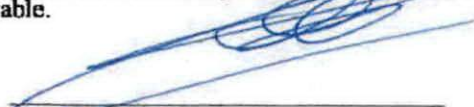
WITNESS my hand and official seal.

Signature  (Seal)



D. IN THE EVENT any interest in the property described in Exhibit A is transferred, or more than a 50% ownership interest in Trustor is transferred in the event Trustor is an entity, all principal and interest, and any other amounts due under the terms of the Promissory Note secured by this Deed of Trust, shall become immediately due and payable.

Signature of Trustor



Signature of Trustor

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Humboldt)

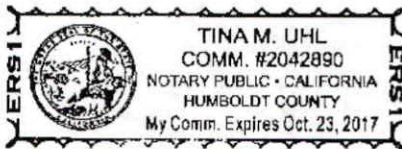
On October 19, 2016 before me, Tina M. Uhl Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Leendert Dirk DeVries
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Tina M. Uhl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document First Amendment Brownfield Loan
Title or Type of Document: Short Form Deed of Trust Document Date: 10-12-16
Number of Pages: 6 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Leendert Dirk DeVries

Corporate Officer — Title(s): CEO

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

TO:

TRUSTEE: Dated _____, 20__

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, upon payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidence of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

DO NOT LOSE OR DESTROY THE DEED OF TRUST AND NOTE WHICH IT SECURES.
BOTH MUST BE DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE
RECONVEYANCE WILL BE MADE.

ATTACHMENT A

DESCRIPTION

That real property situate in the County of Humboldt, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point that bears North 45 degrees 57 minutes 48 seconds East, 3408.99 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, as said corner is shown on that Record of Survey for Simpson Timber Company, filed in Book 59 of Surveys, Pages 50 and 51, Humboldt County Records;

thence North 46 degrees 17 minutes 15 seconds West, 371.41 feet;

thence North 19 degrees 18 minutes 50 seconds West, 296.76 feet;

thence North 33 degrees 49 minutes 35 seconds East, 178.39 feet;

thence North 19 degrees 34 minutes 00 seconds West, 508.75 feet;

thence North 09 degrees 47 minutes 30 seconds West, 251.24 feet to the Southwesterly terminus of Course Number

(29) of that parcel of land conveyed to the County of Humboldt by Deed recorded October 13, 1972 in Book 1160 of Official Records, Page 623;

thence Northeasterly and Easterly along the Southeasterly line of said parcel conveyed to the County of Humboldt, the following Courses of said Deed:

(29) North 51 degrees 51 minutes 32 seconds East (record bearing= North 50 degrees 28 minutes 49 seconds East) 98.21 feet to the beginning of a curve concave to the Southeast, having a radius of 2710 feet, to which a radial line of said curve bears North 45 degrees 54 minutes 09 seconds West;

(28) thence Northeasterly along said curve, through an angle of 8 degrees 11 minutes 06 seconds, for distance of 387.14 feet to a point that bears South 37 degrees 43 minutes 03 seconds East (record bearing = South 39 degrees 05 minutes 46 seconds East) 90.00 feet from Engineer's Station 389+00 P.O.C.;

(27) thence North 61 degrees 41 minutes 15 seconds East (record bearing= North 60 degrees 18 minutes 12 seconds East) 146.00 feet;

(26) thence North 51 degrees 59 minutes 54 seconds East (record bearing= North 50 degrees 37 minutes 11 seconds East) 242.50 feet to the beginning of a curve concave to the Southeast, having a radius of 2715 feet, to which a radial line of said curve bears North 29 degrees 31 minutes 57 seconds West;

(25) thence Northeasterly along said curve, through an angle of 6 degrees 08 minutes 20 seconds, for a distance of 290.90 feet;

(24) North 76 degrees 26 minutes 44 seconds East (record bearing= North 75 degrees 04 minutes 01 seconds East) 97.85 feet to the beginning of a curve concave to the South, having a radius of 2700 feet, to which a radial line of said curve bears North 21 degrees 20 minutes 50 seconds West;

(23) thence Northeasterly along said curve, through an angle of 6 degrees 08 minutes 20 seconds, for distance of 289.29 feet to a point that bears South 15 degrees 12 minutes 30 seconds East (record bearing= South 16 degrees 35 minutes 13 seconds East) 100.00 feet from Engineer's Station 378+00 P.O.C.;

(22) thence North 84 degrees 13 minutes 34 seconds East (record bearing= North 82 degrees 50 minutes 51 seconds East) 191.17 feet, more or less, to the West boundary of that parcel of land conveyed to Peninsula Union School District of Humboldt County, by Deed recorded February 24, 1961 in Book 624 of Official Records, Page 377;

thence South 01 degree 21 minutes 39 seconds West (record bearing South 00 degrees 50 minutes West), along said West boundary, 510.41 feet to the Southwest corner of said parcel;

thence North 70 degrees 02 minutes 34 seconds East (record bearing North 69 degrees 30 minutes 55 seconds East), along the Southerly boundary of said parcel, 384.59 feet to an angle point therein;

thence South 31 degrees 17 minutes 21 seconds East (record bearing South 31 degrees 49 minutes East), along the Southerly boundary of said parcel, 289.00 feet to an angle point therein, being on the Northwesterly line of the County Road, as described in said Deed;

thence North 61 degrees 18 minutes 39 seconds East (record bearing North 60 degrees 47 minutes East), along said Northwesterly line of the County Road, 287.00 feet to the Southeast corner of said parcel;

thence South 55 degrees 11 minutes 50 seconds East, 147.10 feet to a point that bears North 47 degrees 19 minutes 18 seconds East, 5913.81 feet from said Southwest corner of Section 16;

thence South 03 degrees 37 minutes 30 seconds East, 258.76 feet;

thence South 20 degrees 34 minutes 40 seconds East, 164.70 feet;

thence South 53 degrees 32 minutes 25 seconds West, 88.41 feet;

thence South 36 degrees 57 minutes 10 seconds West, 106.59 feet;

thence South 79 degrees 56 minutes 05 seconds West, 118.26 feet;

PARCEL ONE Continued ...

thence North 54 degrees 44 minutes 45 seconds West, 275.10 feet;
thence North 86 degrees 56 minutes 15 seconds West, 105.44 feet;
thence South 57 degrees 35 minutes 35 seconds West, 197.85 feet to the Southeasterly line of that parcel of land conveyed to Northwestern Pacific Railroad Co. by Deed recorded June 20, 1911 in Book 116 of Deeds, Page 9;
thence North 50 degrees 41 minutes 45 seconds West, 30.00 feet to the Northwesterly line of said parcel;
thence South 39 degrees 18 minutes 15 seconds West along the Northwesterly line of said parcel and the Northwesterly line of that parcel of land conveyed to Northwestern Pacific Railroad Company by deed recorded February 2, 1925 in Book 171 of Deeds, Page 186, 920.65 feet to the beginning of a curve concave to the Southeast, having a radius of 1652.09 feet;
thence Southerly along said curve, being the Northwesterly line of said parcel conveyed to Northwestern Pacific Railroad, through an angle of 4 degrees 21 minutes 28 seconds for a distance of 125.65 feet to a point that is on the Westerly prolongation of the Southerly line of Lot Three (3) in Block Six (6) as shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records;
thence South 63 degrees 14 minutes 51 seconds East along said line, 52.99 feet;
thence South 23 degrees 19 minutes 25 seconds West, 110.20 feet to the Northerly line of Lot Twenty (20) in Block Five (5) as shown on said Map;
thence North 63 degrees 14 minutes 51 seconds West, along said line and the prolongation thereof, 71.68 feet to the Northwesterly line of said parcel conveyed to Northwestern Pacific Railroad, being a point on said curve having a radius of 1652.09 feet, to which point a radial line of said curve bears North 58 degrees 53 minutes 31 seconds West;
thence continuing Southerly along said curve through an angle of 4 degrees 13 minutes 00 seconds for a distance of 121.59 feet to the end of said curve;
thence continuing along the Northwesterly line of said parcel conveyed to Northwestern Pacific Railroad, South 26 degrees 53 minutes 28 seconds West 303.53 feet more or less to a point that bears South 63 degrees 14 minutes 51 seconds East from the Northeast corner of Lot Thirty-Eight (38) in Block Twelve (12) as shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records;
thence North 63 degrees 14 minutes 51 seconds West, 12.44 feet to said Northeast corner;
thence North 63 degrees 14 minutes 51 seconds West, along the Northerly line of said Lot 38, 110.00 feet to the Northwest corner thereof;
thence North 64 degrees 58 minutes 20 seconds West, 192.60 feet to the point of beginning.

EXCEPTING therefrom that portion lying within that parcel of land conveyed to Northwestern Pacific Railroad Co. by Deed recorded June 20, 1911 in Book 116 of Deeds, Page 9, and that parcel of land conveyed to Northwestern Pacific Railroad Company, by Deed recorded February 2, 1925 in Book 171 of Deeds, Page 186.

ALSO EXCEPTING therefrom the following lots shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records:

Lots 21, 22, 23, 24, 25, 26, 27, and 28 in Block 12;
Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 in Block 11;
Lots 28, 29, 30, 31, 32, 33, 34, 38, 39, and 40 in Block 10;
Lots 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, and 17 in Block 7;
Lots 1, 2, 26, and 27 in Block 8;
Lot 35 in Block 25.

ALSO EXCEPTING therefrom that parcel conveyed to Samoa School District No. 85 by Deed recorded May 16, 1905 in Book 92 of Deeds, Page 361, Humboldt County Records, described as follows:

BEGINNING at the intersection of the East line of Murray Avenue and the North line of Hiller Street as shown on the Official Map of the Town of Samoa, County of Humboldt, State of California, as filed in the Office of the County Recorder of said Humboldt County, in Book 5 of Maps, Page 74, and marked on the ground by a two-inch iron pipe set four-feet in the ground;

thence North 25 degrees East, 100 feet to stake for corner;
thence South 65 degrees East, 110 feet to an iron pipe for corner;
thence South 25 degrees West, 100 feet to an iron pipe for corner;
thence North 65 degrees West 110 feet along the North line of Hiller Street to the place of beginning.

PARCEL TWO:

Those portions of the West Half of Section 16 and the fractional Southeast Quarter of Section 17, Township 5 North, Range 1 West, Humboldt Meridian, according to the Official Plat of the United States Government Survey, lying Westerly of the West line of that parcel of land conveyed by Georgia Pacific Corporation to the County of Humboldt by Deed dated January 28, 1971, recorded October 13, 1972 in Book 1160 of Official Records, Page 623, Humboldt County Records.

BCRLF
9/9/2016

County of Humboldt

PARCEL THREE:

BEGINNING at a point that bears North 45 degrees 57 minutes 48 seconds East, 3408.99 feet from the Southwest corner of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, as said corner is shown on that Record of Survey for Simpson Timber Company, filed in Book 59 of Surveys, Pages 50 and 51, Humboldt County Records;

thence South 26 degrees 39 minutes 17 seconds West, 1247.00 feet;

thence North 50 degrees 40 minutes 35 seconds West, 127.67 feet;

thence North 14 degrees 12 minutes 40 seconds West, 406.62 feet;

thence North 24 degrees 08 minutes 35 seconds West, 990.28 feet to the Easterly line of that parcel of land conveyed to the County of Humboldt by Deed recorded October 13, 1972 in Book 1160 of Official Records, Page 623;

thence North 26 degrees 24 minutes 49 seconds East (record bearing North 25 degrees 04 minutes 13 seconds East) along Course Number (31) of said Deed, 598.61 feet to the Northerly terminus thereof, said point being the beginning of curve concave to the East, having a radius of 2725.00 feet to which a radial line of said curve bears North 63 degrees 33 minutes 04 seconds West;

thence Easterly along said curve, being Course Number (30) of said Deed, through an angle of 15 degrees 36 minutes 08 seconds, for a distance of 742.04 feet to the most Westerly corner of that parcel of land conveyed to Samoa Pacific Group, LLC, by Deed recorded December 13, 2000 as Instrument No. 2000-26370-11;

thence along the Southerly line of said parcel the following Courses:

South 09 degrees 47 minutes 30 seconds East, 251.24 feet;

South 19 degrees 34 minutes 00 seconds East, 508.75 feet;

South 33 degrees 49 minutes 35 seconds West, 178.39 feet;

South 19 degrees 18 minutes 50 seconds East, 296.76 feet;

South 46 degrees 17 minutes 15 seconds East, 371.41 feet to the point of beginning.

EXCEPTING therefrom the following lots shown on the Amended Map of Samoa or West Eureka, filed in Book 5 of Maps, Page 74, Humboldt County Records:

Lot 40 in Block 21;

Lots 21 and 22 in Block 22;

Lot 40 in Block 23;

Lots 21, 22, 23, 24, and 27 in Block 30;

Lot 22 in Block 39.