Recording Requested by:

HUMBOLDT COUNTY BOARD OF SUPERVISORS Eureka, California

Return To:

Planning Department 3015 H Street Eureka, CA 95501 (Recorded without fee under GCS 27383)

LAND CONSERVATION CONTRACT ("Hunter Ranch" Preserve)

THIS CONTRACT is dated this \underline{M}^{a} day of $\underline{J_{anually}}$, $\underline{2023}_{2022}$, by and between <u>HUNTER</u> <u>RANCH, LLC.</u> referred to as OWNER, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, OWNER warrants that they own certain land particularly described hereinafter, which is presently devoted to agricultural and compatible uses; and

WHEREAS, said land is located in the Korbel area of Humboldt County;

WHEREAS, OWNER and COUNTY by signing this Land Conservation Contract mutually agree to enter into this new contract pursuant to Section 51254 of the California Government Code and the County's Williamson Act Guidelines and to establish binding restrictions which will limit the use of said land to agricultural and incidental compatible uses;

NOW, THEREFORE, the parties agree as follows:

Section 1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200, hereafter referred to as the "Act"), and pursuant to the County's Resolution adopting Guidelines for Agricultural Preserves which implements the Act in Humboldt County (hereafter "local resolution") and the County's Resolution Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses (hereafter "authorizing resolution"), and is subject to all the provisions of the Act and County resolutions as they now exist, and as may be hereafter amended.

Section 2. The land to which all provisions of this contract shall apply is described in Exhibit "A" attached hereto. It is not intended to include in this contract any land zoned Timberland Production (TPZ) pursuant to Government Code Section 51100, et seq.

Section 3. During the term of this contract or any extension thereof, the land described herein shall be used only for agricultural uses, as defined by the Act or authorizing resolution, and those "compatible uses" as set forth in the Act or authorizing resolution, and shall not be used for any purpose other than said agricultural uses and compatible uses.

Section 4. This contract shall be effective on the date first written above, hereinafter the anniversary date, and shall remain in effect for an initial term of ten (10) years. On the first anniversary date and on each succeeding anniversary date, one year shall automatically be added to the unexpired term unless notice of non-renewal is given as provided by law.

Section 5. This contract shall run with the land described herein and shall be binding upon, and inure to the benefit of, all successors in interest of the OWNER. Neither the owner nor any successor in interest shall divide the land described herein, except that the County may approve a division of such land subject to the terms and conditions of the Act or local resolution if the proposed division meets all of the following conditions:

(a) Each preserve resulting from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract, as provided in section 6 hereof; and

(b) Each parcel which is the subject of, or which results from the division shall meet the minimum size requirements of the Act and local resolutions which are applicable to the land which is the subject of this contract; and (c) All successors in interest to owner shall enter into contracts at the time they assume title to any or all of the land described herein enforceably restricting said land pursuant to the statutory provisions referred to in Section 1 above.

Section 6. If the land subject to this contract is in a Class B Agricultural Preserve, it shall not be divided into preserves of less than 600 acres except that portions of the preserve may be rented or leased for agricultural and compatible uses. If the land subject to this contract is in a Class A or Class C Agricultural Preserve, it shall not be divided into preserves of less than 100 acres except that portions of the preserve may be rented or leased for agricultural and compatible uses. If the land subject to this contract is in a Class D Agricultural Preserve, it shall not be divided pursuant to the State Subdivision Map Act and must be sold, transferred or conveyed as a single unit of land.

Section 7. As used in this contract, the terms "divide" and "division" shall include any sale, transfer, encumbrance or any change in the manner in which title to all or any portion of the herein described land is held, whether immediate or future, but shall exclude "Immediate Family Transfers" approved by COUNTY pursuant to Government Code §51230.1. "Division" includes but is not limited to conveyance by deed, installment sales contract, contract of sale, contract for sale, deed of trust, gift or mortgage. Any purported division of the land described herein in violation of any provision of this contract shall be void.

Section 8. Any party signing this contract as a secured lender agrees to subordinate his security interest in the subject property to the rights, benefits and restrictions contained herein.

Section 9. Whenever notice must be given to COUNTY, it may be given by mailing it postage prepaid, addressed to the Board of Supervisors, County of Humboldt, County Courthouse, Eureka, California 95501; notice to OWNER may be given by mailing it first class postage prepaid addressed to <u>1157 Coast Village Rd Ste A</u>, <u>Montecito</u>, <u>CA 93108</u>, or at such other address OWNER may hereafter designate in writing. Delivery shall be deemed complete the day after the date of mailing.

Section 10. In the event of any conflict between the provisions of this contract, the local resolutions and the Act, those provisions which most restrict the right to divide the land subject to this contract or to use said land for non-agricultural purposes shall govern.

Section 11. In the event of Cancellation of this contract pursuant to the Act and local resolution, the OWNER shall pay to the COUNTY a cancellation fee equal to 12.5% of the cancellation valuation as calculated in accordance with Section 51283 of the California Government Code.

Section 12. OWNER agrees to permit COUNTY physical inspection of the subject real property and make available for examination such other information or records pursuant to Section 441(d) of the Revenue and Taxation Code as is reasonable and necessary for administration of this contract.

Section 13. This contract may be dated by COUNTY to correspond with the date its Chairman is authorized to execute this contract.

IN WITNESS WHEREOF, the parties here to have executed the within contract.

loorme

Chair of the Board of Supervisors of the County of Humboldt, State of California.

(SEAL)

ATTEST:

KATHY HAYES Clerk of the Board of Supervisors of the County of Humboldt, State of California.

	Owners	of	Record	
1				

HENTER RANCH, LLC MANAGES EDWARD IN. CRENIN By Bv

(Signature(s) to be Notarized)

Interest in Property

Section 8B of the Humboldt County Williamson Act Guidelines states that "all parties having any interest in any real property included in the contract which could ripen into a fee interest or be exercised in a manner inconsistent with the purpose of the preserve, such as a security interest, shall be required to join in the execution of the proposed contract before such contract is executed by the Board of Supervisors".

The following parties have a security interest in the real property included in this contract which could ripen into a fee interest:

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS: (1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICEPRESIDENT; AND (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.

By Title Corporation Name:

By_____ Title_____ Corporation Name:

(Signature(s) to be Notarized)

APPROVED AS TO FORM:

By

County Counsel

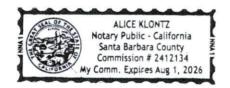
CALIFORNIA ACKNOWLEDGMENT

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 Santa	Barbara 1
on December S	3,2022 before me, Alice Klontz Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Edward W. Cronin Jr.
	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/arey executed the same in his/her/their authorized capacity(jes), and that by his/ber/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 re of)Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

	deter alteration of the document or form to an unintended document.		
Description of Attached Document Title or Type of Document: Land Conse Document Date: 12-8-2022	Number of Pages: 7		
Signer(s) Other Than Named Above: NIA Capacity(ies) Claimed by Signer(s)			
Signer's Name: Edward W.Cronin Jr.	Signer's Name: □ Corporate Officer – Title(s):		
□ Partner – □ Limited □ General	□ Partner – □ Limited □ General		
□ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator ■ Other: Manager, Hunter Ranch Signer is Representing:	□ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:		
Signer is Representing:	Signer is Representing:		

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CERTIFICATE OF 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 this day of January 2023, before me, <u>Suzanne Lippre</u> Notary Public, personally appeared Steve Madrone				
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. SUZANNE LIPPRE Notary Public - California Humboldt County Commission # 2336279 My Comm. Expires Nov 18, 2024				
Notary Public Signature (seal)				

EXHIBIT A: Legal Description of the Property

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

TRACT A

EXHIBIT A-1

IN TOWNSHIP 3 NORTH, RANGE 4 EAST, HUMBOLDT BASE AND MERIDIAN

Section 23: The South Half of the South Half.

Section 24: The South Half of the South Half.

Section 25: The Northwest Quarter of the Southwest Quarter; The East Half of the Southwest Quarter; The Northwest Quarter; and The East Half.

Section 26: The North Half of the North Half.

Section 36: The East Half.

EXCEPTING THEREFROM, that portion thereof lying on the Westerly side of Mad River.

IN TOWNSHIP 2 NORTH, RANGE 5 EAST, HUMBOLDT BASE AND MERIDIAN

Section 5: The Southwest Quarter of the Northwest Quarter; and Lots 3 and 4.

A non-exclusive right of way over a strip of land 30 feet in width, the centerline of which is described as follows:

BEGINNING at a point located 2026.15 feet West and 274.41 feet North of the original government quarter corner between Sections 4 and 5 of said township and range; and running thence North 6 degrees West, 270 feet; thence North 61 degrees West, 210 feet; and thence North 38 degrees West, 19.36 feet, more or less, to the North line of the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 5, being the same as excepted in the deed from Simpson Redwood Company, a Washington corporation, to Ellis O. Stapp and wife dated March 3, 1961 and recorded March 31, 1961 in Book 629 of Official Records, page 488, under Recorder's File No. 5348.

A non-exclusive right of way over a strip of land 30 feet in width, the centerline of which is described as follows:

BEGINNING at a point located, 2026.15 feet West and 274.41 feet North of the original government quarter corner between Sections 4 and 5 of said township and range; and running thence South 35 degrees East, 335 feet, more or less, to the quarter section line running East and West through the center

Deed of Conservation Easement for Hunter Ranch

of said Section 5, being the same as excepted in deed from Simpson Redwood Company, a Washington corporation, to Ellis O. Stapp and wife, dated March 3, 1962 and recorded March 31, 1961 in Book 629 of Official Records, page 488, under Recorder's File No. 5348.

Section 6: The South Half of the Northeast Quarter; The Southeast Quarter of the Northwest Quarter; and Lots 1, 2, 3, 4 and 5.

IN TOWNSHIP 3 NORTH, RANGE 5 EAST, HUMBOLDT BASE AND MERIDIAN

Section 19:

Lots 1, 2, 3 and 4, East Half of West Half, and East Half.

EXCEPTING FROM the Southeast Quarter of the Southeast Quarter of said Section 19, all the coal and other minerals in said land, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitation of the Act of December 29, 1916, (39 Stat. 862), being the same as excepted and reserved in the Patent issued by the United States of America to James Singleton, dated July 14, 1926 and recorded November 10, 1926 in Book 24 of Patents at page 118, under Recorder's File No. 4483, Humboldt County Records.

ALSO EXCEPTING FROM Lots 2 and 3, the Northeast Quarter of the Southwest Quarter; The North Half of the Southeast Quarter; The Southwest Quarter of the Northeast Quarter; The East Half of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of said Section 19, all the coal and other minerals in said land, together with the right to prospect for mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent issued by the United States of America to William H. Nehls, dated July 2, 1937 and recorded September 14, 1944 in Book 25 of Patents at page 13, under Recorder's File No. 5316, Humboldt County Records.

ALSO EXCEPTING FROM Lot 1, all the coal and other minerals as excepted and reserved in the Patent to Emmett E. Lewis, recorded January 6, 1925 in Book 23 of Patents at page 426.

Section 20: The West Half; and The Southwest Quarter of the Northeast Quarter:

EXCEPTING FROM the South Half of the Southwest Quarter of said Section 20, all the coal and other minerals in said land, together with the right to prospect for, mine and remove the same, pursuant to the provisions and limitations of the Act of December 29, 1916, (39 Stat. 862), being the same as excepted and reserved in the Patent issued by the United States of America to James Singleton, dated July 14, 1926 and recorded November 10, 1926, in Book 24 of Patents at page 118, under Recorder's File No. 4483, Humboldt County Records.

ALSO EXCEPTING FROM the North Half of the Southwest Quarter; the Southeast Quarter of the Northwest Quarter; The Southwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of said Section 20, all the coal and other minerals in said land, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitation of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent issued by The United States of America to William H. Nehls, dated July 2, 1937 and recorded September 14, 1944 in Book 25 of Patents at page 13.

Section 29: The West Half.

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EXCEPTING FROM the South Half of the Northwest Quarter and the Southwest Quarter of said Section 29, all coal and other minerals in said land, together with the right to prospect for mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent issued by The United States of America to James Singleton, dated July 14, 1926 and recorded November 10, 1926 in Book 24 of Patents, at page 118, under Recorder's File No. 4483, Humboldt County Records.

Section 30: Lots 1, 2, 3 and 4; The East Half of West Half; and The East Half.

EXCEPTING FROM the East Half of the Northeast Quarter of said Section 30, all coal and other minerals in said land, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 196 (39 Stat. 862), being the same as excepted and reserved in the Patent issued by The United States of America to James Singleton, dated July 14, 1926 and recorded November 10, 1926 in Book 24 of Patents at page 118, under Recorder's File No. 4483, Humboldt County Records.

Section 31: Lots 1, 2, 3 and 4; The East Half of West Half; and The East Half.

Section 32: The West Half.

EXCEPTING FROM the Northeast Quarter of the Northwest Quarter of said Section 32, all coal and other minerals in said land, together with the right to prospect for mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent issued by The United States of America to James Singleton, dated July 14, 1926 and recorded November 10, 1926 in Book 24 of Patents at page 118, under Recorder's File No. 4483, Humboldt County Records.

A right of way in perpetuity over and across those portions of the following described property which lie South of the existing County Road crossing said lands:

Lots 3 and 4 and the West Half of the East Half of the Southwest Quarter of Section 7, Township 3 North, Range 4 East, Humboldt Meridian;

The East Half of the Southeast Quarter; the East Half of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 12; and The Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 13, Township 3 North, Range 3 East, Humboldt Meridian; for the purposes as may be desired, providing that any road construction will lie generally adjacent to and parallel with the present County Road on the premises. The right to use existing roads on the last above described property for general use and the right to construct a road across those portions of Section 12 and 13, as may be needed for access to the Northeast Quarter of the Northeast Quarter of Section 13 of Township 3 North, Range 3 East, Humboldt Meridian, the use of said roads shall be non-exclusive.

The above rights of way being the same as Granted in deed from L.C. Bliss, Jr. and Dorothy M. Bliss, his wife to Simpson Redwood Company, a Washington corporation dated July 1, 1959 and recorded August 6, 1959 in Book 547 of Official Records at page 232, under Recorder's File No. 12964.

Deed of Conservation Easement for Hunter Ranch

EXHIBIT A-2

IN TOWNSHIP 3 NORTH, RANGE 4 EAST, HUMBOLDT BASE AND MERIDIAN

Section 26: The Southeast Quarter of the Northwest Quarter; and The South Half of the Northeast Quarter; and The Northwest Quarter of the Southeast Quarter; and The East Half of the Southeast Quarter.

EXCEPTING THEREFROM the Southeast Quarter of the Southeast Quarter of said Section 26 as conveyed to BMT Resources, LLC, a California Limited Liability Company by deed recorded October 10, 2014 as Instrument No. 2014-017621-2, Humboldt County Official Records.

IN TOWNSHIP 2 NORTH, RANGE 5 EAST, HUMBOLDT BASE AND MERIDIAN

Section 4: The South Half of the Northwest Quarter; The West Half of the Southwest Quarter; and Lot 3.

EXCEPTING from the Southwest Quarter of the Southwest Quarter of said Section 4 that portion thereof described in the Boundary Correction Grant Deed to Arley Frederick Smith recorded July 18, 2014 as Instrument No. 2014-012570-3, Humboldt County Official Records.

Section 5:

The Southeast Quarter of the Southeast Quarter; The West Half of the Southeast Quarter; The North Half of the Southwest Quarter of the Northeast Quarter; The West Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; The Southeast Quarter of the Southwest Quarter; and Lot 2.

A non-exclusive right of way over a strip of land 30 feet in width, the centerline_of which is described as follows:

BEGINNING at a point located 2026.15 feet West and 274.41 feet North of the original government quarter corner between Sections 4 and 5 of said township and range; and running thence North 6 degrees West, 270 feet; thence North 61 degrees West, 210 feet; and thence North 38 degrees West, 19.36 feet, more or less, to the North line of the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 5, being the same as excepted in the deed from Simpson Redwood Company, a Washington corporation, to Ellis O. Stapp and wife dated March 3, 1961 and recorded March 31, 1961 in Book 629 of Official Records, page 488, under Recorder's File No, 5348.

A non-exclusive right of way over a strip of land 30 feet in width, the centerline of which is described as follows:

BEGINNING at a point located, 2026.15 feet West and 274.41 feet North of the original government quarter corner between Sections 4 and 5 of said township and range; and running thence South 35 degrees East, 335 feet, more or less, to the quarter section line running East and West through the center of said Section 5, being the same as excepted in deed from Simpson Redwood Company, a Washington corporation, to Ellis O. Stapp and wife, dated March 3, 1962 and recorded March 31, 1961 in Book 629 of Official Records, page 488, under Recorder's File No. 5348.

Section 8: The North Half.

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IN TOWNSHIP 3 NORTH, RANGE 5 EAST, HUMBOLDT BASE AND MERIDIAN

Section 18: The East Half of the Southwest Quarter; and The West Half of the Southeast Quarter;

EXCEPTING THEREFROM all coal and other minerals as excepted and reserved in the Patent to Emmett E. Lewis, recorded May 25, 1938 in Book 24 of Patents at page 402.

Section 20: The North Half of the Northeast Quarter; and The Southeast Quarter of the Northeast Quarter; and The Southeast Quarter.

Section 29: The Northeast Quarter; The Northeast Quarter of the Southeast Quarter.

EXCEPTING FROM the Southwest Quarter of the Northeast Quarter of said Section 29, all the coal and other minerals in said land, together with the right to prospect for mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent issued by The United States of America to William H. Nehls, dated July 2, 1937 and recorded September 14, 1944 in Book 25 of Patents at page 13, under Recorder's File No. 5316.

TRACT B

EXHIBIT A-1 IN TOWNSHIP 3 NORTH, RANGE 4 EAST, HUMBOLDT BASE AND MERIDIAN

Section 9: The East Half of the Northeast Quarter; and The East Half of the Southeast Quarter.

Section 10: Entire section.

Section 11: Entire section.

EXCEPTING FROM the West Half of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of said Section 11, all the coal and other minerals, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent, issued by the United States of America to Charles O. Johnson, dated June 29, 1926 and recorded August 20, 1926 in Book 23 of Patents at page 100, under Recorder's File No. 3259, Humboldt County Records.

Section 12: Entire section.

EXCEPTING the Northeast Quarter of the Northeast Quarter.

ALSO EXCEPTING FROM the Southwest Quarter of the Southwest Quarter of said Section 12, all the coal and other minerals, together with the right to prospect for, mine and remove the same, being the same as excepted and reserved in the Patent issued by the United States of America to Edward A.

Deed of Conservation Easement for Hunter Ranch

Baxter, dated November 17, 1923 in Book 23 of Patents at page 363 under Recorder's File No. 4625, Humboldt County Records.

Section 13: Entire section.

EXCEPTING FROM the Northwest Quarter of the Northeast Quarter; The East Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of said Section 13, all the coal and other minerals, together with the right to prospect for mine and remove the same, being the same as excepted and reserved in the Patent issued by the United States of America to Edward A. Baxter, dated November 17, 1923 and recorded December 12, 1923 in Book 23 of Patents at page 363, under Recorder's File No. 4625, Humboldt County Records.

ALSO EXCEPTING FROM the Southeast Quarter of the Southeast Quarter, all coal and other minerals as excepted and reserved in the patent to Emmett E. Lewis, recorded January 6, 1925 in Book 23 of Patents at page 426.

Section 14: Entire section.

Section 15: The North Half of the Northwest Quarter; and The East Half.

Section 16: The North Half of the Northeast Quarter.

EXCEPTING that portion thereof which lies on the Southwest side of a line parallel with the right bank of Mad River and distant 500 feet therefrom. The said distance of 500 feet is to be taken to the right of Mad River and is horizontal measurements from the nearest point of the high water bank of said river.

Section 22: The East Half of the Northeast Quarter

Section 23: The North Half; and The North Half of the South Half;

EXCEPTING FROM the North Half of the Southwest Quarter and the Northeast Quarter of the Southeast Quarter of said Section 23, all the coal and other minerals, together with the right to prospect for, mine and remove the same, being the same as excepted and reserved in the Patent Issued by the United States of America to Edward A. Baxter, dated November 17, 1923 and recorded December 12, 1923 in Book of Patents, at page 363, under Recorder's File No. 4625, Humboldt County Records.

Section 24: The North Half; and The North Half of the South Half;

EXCEPTING FROM the East Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northwest Quarter, all coal and other minerals as excepted and reserved in the Patent to Emmett E. Lewis, recorded January 6, 1925 in Book 23 of Patents at page 426.

EXHIBIT A-2

IN TOWNSHIP 3 NORTH, RANGE 4 EAST, HUMBOLDT BASE AND MERIDIAN

Deed of Conservation Easement for Hunter Ranch

Exhibit A

Section 15: The South Half of the Northwest Quarter; and The East Half of the Southwest Quarter; and

EXCEPTING FROM the Southwest Quarter of the Northwest Quarter and the East Half of the Southwest Quarter of said Section 15, all the coal and other minerals, together with the right to prospect for mine and remove the same, being the same as excepted and reserved in the Patent issued by the United States of America to Edward A. Baxter, dated November 17, 1923 and recorded December 12, 1923 in Book 23 of Patents, page 363, under Recorder's File No. 4625, Humboldt County Records.

TRACT C

EXHIBIT A-1

IN TOWNSHIP 3 NORTH, RANGE 3 EAST, HUMBOLDT BASE AND MERIDIAN

Section 1: The Southwest Quarter of the Southwest Quarter; The East Half of the Southwest Quarter; The Southeast Quarter; and The North Half.

EXCEPTING THEREFROM that portion of the Southwest Quarter of the Southwest Quarter of said Section 1, which lies Westerly of Wilson Creek, as said Creek existed on July 2, 1929.

Section 12: Entire section.

EXCEPTING FROM the Northwest Quarter of the Northwest Quarter of Section 12, that portion thereof which lies Westerly of Wilson Creek, as said Creek existed on March 20, 1947, being the date of the deed from Robert Hunter to Clifton C. Wilson and recorded March 21, 1947, under Recorder's File No. 2749.

ALSO EXCEPTING THEREFROM, the East Half of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter and that portion of the East Half of the Southeast Quarter of said Section 12, which lies Southerly of the existing county road, as said county road existed on July 1, 1959 being the date of the deed from L.C. Bliss, Jr. and Dorothy M. Bliss, his wife, to Simpson Redwood Company, a Washington corporation, and recorded August 6, 1959 in Book 547 of Official Records, page 232, under Recorder's File No. 12964.

IN TOWNSHIP 3 NORTH, RANGE 4 EAST, HUMBOLDT BASE AND MERIDIAN

Section 4: Southwest Quarter.

Section 5: The Southeast Quarter of the Southwest Quarter; The Southeast Quarter.

EXCEPTING FROM the Southeast of Northwest Quarter and Northwest of Southeast Quarter all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other mineral deposits contained in said lands, and further reserving to the State of California and person authorized by the State, the right to drill for and extract such deposits of oil and gas, or gas, or geothermal resources, and to prospect for, mine and remove such deposits of other mineral from said lands and to occupy and use so much of the surface of said lands as may be required therefore, upon compliance with the conditions

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and subject to the provisions and limitations of Chapter 5, Part 1, Division 6 of the Public Resources Code, as recorded in Quitclaim Deed recorded June 5, 1997, as Instrument No. 1997-13395-2, Humboldt County Records.

Section 6: The Southeast Quarter of the Southwest Quarter; The South Half of the Southeast Quarter; and Lots 3, 4, 5, 6 and 7.

Section 7: The West Half of the Southeast Quarter; The Northeast Quarter; The East Half of the West Half; and Lots 1, 2, 3 and 4.

EXCEPTING THEREFROM, that portion thereof described as follows: COMMENCING at the Southwest corner of Southeast Quarter of Northwest Quarter of Section 7; and running thence North, 418 feet; thence East, 418 feet; thence South, 418 feet; and thence West, 418 feet to the point of beginning.

ALSO EXCEPTING THEREFROM those portions of Lots 3 and 4 and the West Half of the East Half of the Southwest Quarter of said Section 7, which lies Southerly of the existing County Road crossing said lands, as said County Road existed on July 1, 1959 being the date of the deed from L.C. Bliss, Jr. and Dorothy M. Bliss, his wife to Simpson Redwood Company, a Washington corporation and recorded August 6, 1959 in Book 547 of Official Records at page 232, under Recorder's File No. 12964, Humboldt County Records.

Section 8: The North Half of the Southwest Quarter; and The North Half.

EXCEPTING FROM SAID SECTION 8 that portion thereof described in Exhibit A and Exhibit B and further shown as "Improvement Area" and "Agriculture Preserve" on the Record of Survey designated as Exhibit C, said Exhibits being attached to Judgment Quieting Title recorded September 29, 1993 as Instrument No. 1993-26639-11, Humboldt County Official Records.

ALSO EXCEPTING FROM the Southwest Quarter of the Northwest Quarter of said Section 8, all the coal and other minerals, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), being the same as excepted and reserved in the Patent, issued by The United States of America to Charles O. Johnson, dated June 29, 1926 and recorded August 20, 1926 in Book 23 of Patents at page 100 under Recorder's File No. 3259, Humboldt County Records.

Section 9:

The Northwest Quarter; and The West Half of the Northeast Quarter.

EXCEPTING FROM SAID SECTION 9 that portion thereof described in Exhibit B and further shown as "Improvement Area" on the Record of Survey designated as Exhibit C, said Exhibits being attached to Judgment Quieting Title recorded September 29, 1993 as Instrument No. 1993-26639-11, Humboldt County Official Records.

Section 9:

The West Half of the Southeast Quarter; and The Northeast Quarter of the Southwest Quarter.

Deed of Conservation Easement for Hunter Ranch