

Road Report APN#523-015-009 County Application # 11582

- 1. Humboldt County Department of Public Works Road Evaluation Report Form**
- 2. 7n15 Map with Length of Road and Key to Corresponding Photos with GPS Coordinates**
- 3. Map of 7n15 and key to Corresponding Photos with GPS Coordinates**

- 3a.) Photo 1
- 3b.) Photo 2
- 3c.) Photo 3
- 3d.) Photo 4
- 3e.) Photo 5
- 3f.) Photo 6
- 3g.) Photo 7
- 3h.) Photo 8

- 4. Timber Management Plan Road Use Agreement**

- 4a.) Road Use Agreement recorded with Humboldt County 11/2/2010
- 4b.) Management Plan Map recorded with Humboldt County 11/2/2010
- 4c.) County Easement Map

- 5. Realtor Road Easement Map**

- 6. Road Easement Documentation**

- 6a.) Easement Deed For Roads 8/3/1978
- 6b.) Easement Deed For Road and Bridge 8/3/1978
- 6c.) Easement 9/20/1978
- 6d.) Easement Deed For Roads 6/29/1987
- 6e.) Forest Road and Trail Act Forest Road Easement 10/28/1987



HUMBOLDT COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD EVALUATION REPORT

PART A: *Part A may be completed by the applicant*

Applicant Name: Cali Love Farm LLC APN: 523-⁰¹⁵~~009~~-009

Planning & Building Department Case/File No.: #11582

Road Name: 7N15 (complete a separate form for each road)

From Road (Cross street): Waterman Ridge Rd

To Road (Cross street): PRIVATE DRIVEWAY

Length of road segment: 14,869 Feet miles Date Inspected: 9/19/2018

Road is maintained by: ☐ County ☒ Other Timber Management Plan Road Use Agreement
(State, Forest Service, National Park, State Park, BLM, Private, Tribal, etc)

Check one of the following:

Box 1 ☒ The entire road segment is developed to Category 4 road standards (20 feet wide) or better. If checked, then the road is adequate for the proposed use without further review by the applicant.

Box 2 ☐ The entire road segment is developed to the equivalent of a road category 4 standard. If checked, then the road is adequate for the proposed use without further review by the applicant.

An equivalent road category 4 standard is defined as a roadway that is generally 20 feet in width, but has pinch points which narrow the road. Pinch points include, but are not limited to, one-lane bridges, trees, large rock outcroppings, culverts, etc. Pinch points must provide visibility where a driver can see oncoming vehicles through the pinch point which allows the oncoming vehicle to stop and wait in a 20 foot wide section of the road for the other vehicle to pass.

Box 3 ☐ The entire road segment is not developed to the equivalent of road category 4 or better. The road may or may not be able to accommodate the proposed use and further evaluation is necessary. Part B is to be completed by a Civil Engineer licensed by the State of California.

The statements in PART A are true and correct and have been made by me after personally inspecting and measuring the road.

[Signature]

Signature

9/19/18

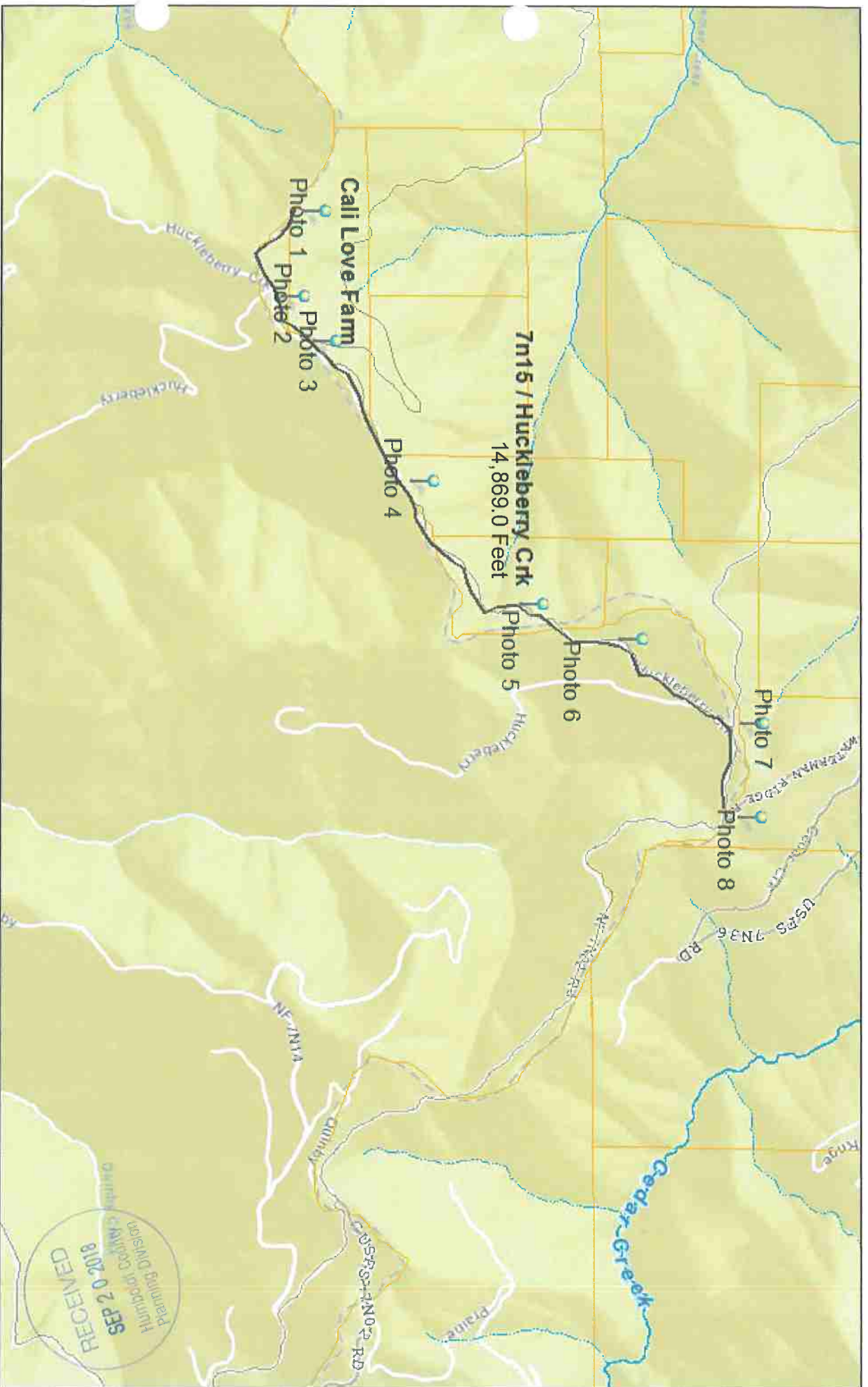
Date

Shandy Otto

Name Printed

Important: Read the instructions before using this form. If you have questions, please call the Dept. of Public Works Land Use Division at 707.445.7205.





ArcGIS Web Map

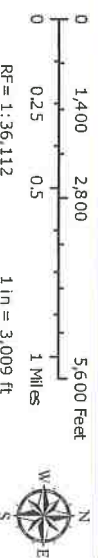
Humboldt County Planning and Building Department

Printed: September 19, 2018

Web AppBuilder 2.0 for ArcGIS

Map Disclaimer:
While every effort has been made to assure the accuracy of this information, it should be understood that it does not have the force & effect of law, rule, or regulation. Should any difference or error occur, the law will take precedence.

- Points**
 - Override 1
- Lines**
 - Override 1
- Major Roads**
 - Major Collectors
 - Minor Collectors
 - Local Roads
 - Private or Unclassified
 - Major River or Stream
- Streams**
 - Perennial 1-3
 - Perennial >4
 - Intermittent
 - Subsurface
- Parcels (no APN labels)**



Sources: NRCGS

Humboldt County GIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Malindi), NGCC, © OpenStreetMap contributors, and the GIS User Community
FRAP, FEMA, USGS

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SEP 20 2018
Humboldt County Planning and Building Department



ArcGIS Web Map

Humboldt County Planning and Building Department

Printed: September 19, 2018

Web AppBuilder 2.0 for ArcGIS

Map Disclaimer:

While every effort has been made to assure the accuracy of this information, it should be understood that it does not have the force & effect of law, rule, or regulation. Should any difference or error occur, the law will take precedence.

- Points**
 - Override 1
- Highways and Roads**
 - Minor Collectors
 - Local Roads
 - Private or Unclassified
 - Major River or Stream
- Blue Line**
 - Streams
 - Perennial 1-3
 - Perennial >4
 - Intermittent
 - Subsurface
- Parcels**
 - Parcels (no APN labels)



Sources:

NRCS
Humboldt County GIS
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community
FRAP, FEMA, USGS



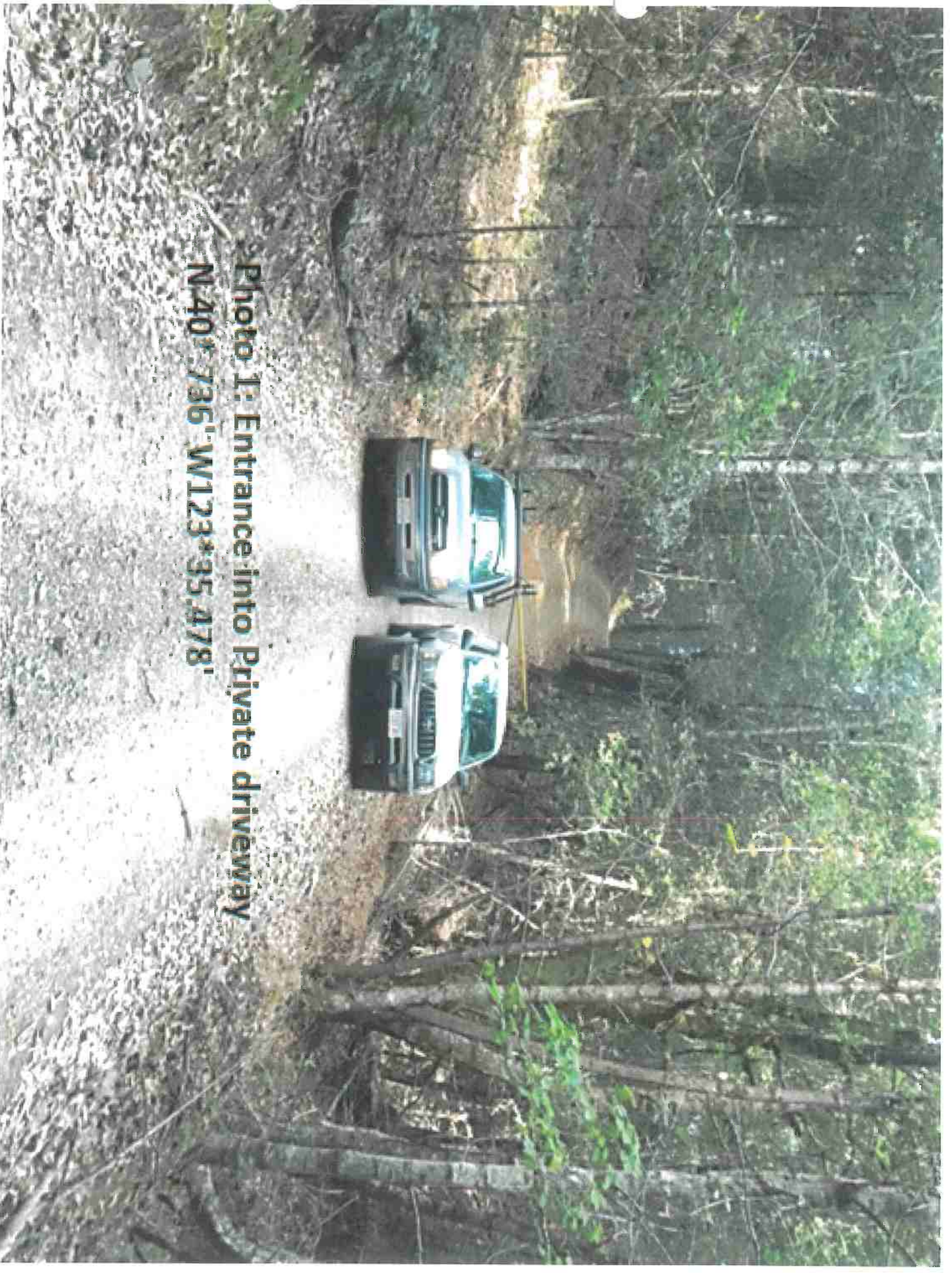


Photo 1: Entrance into Private driveway

N 40° 736' W 123° 35.478'

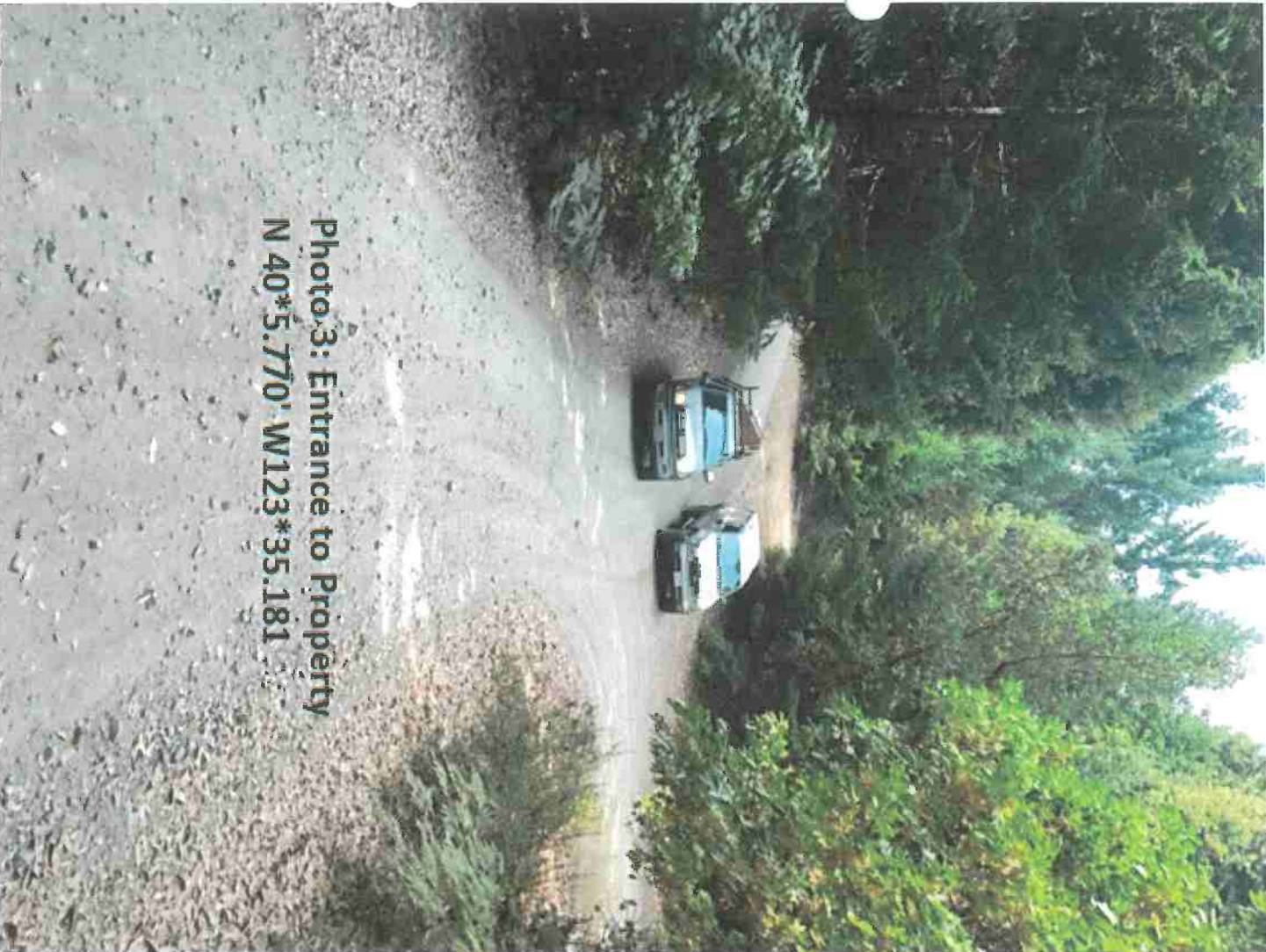
* = degree



Photo 2

N 40° 55.705' W 123° 478'

* = degree



* = degree

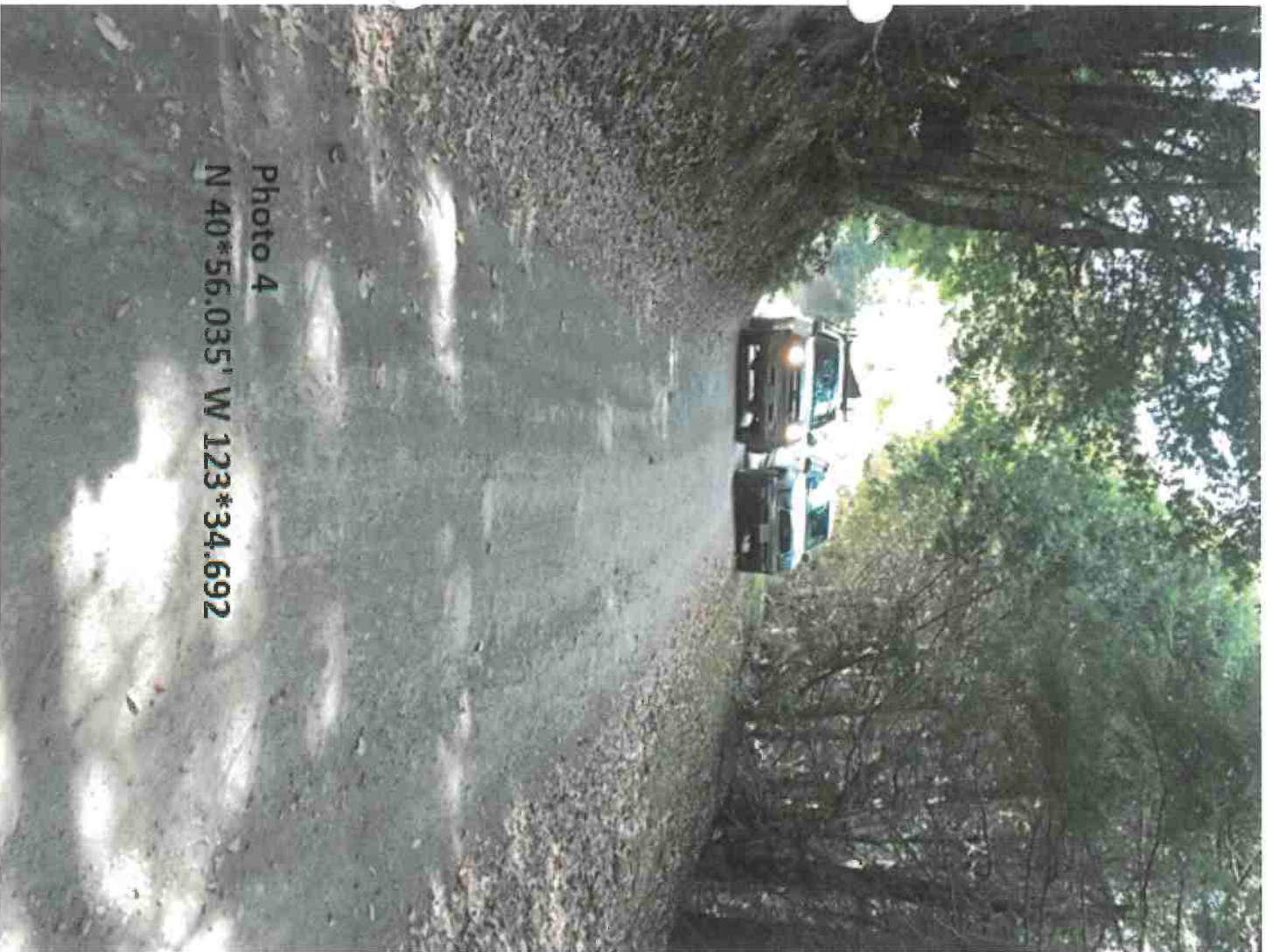


Photo 4

N 40° 56.035' W 123° 34.692

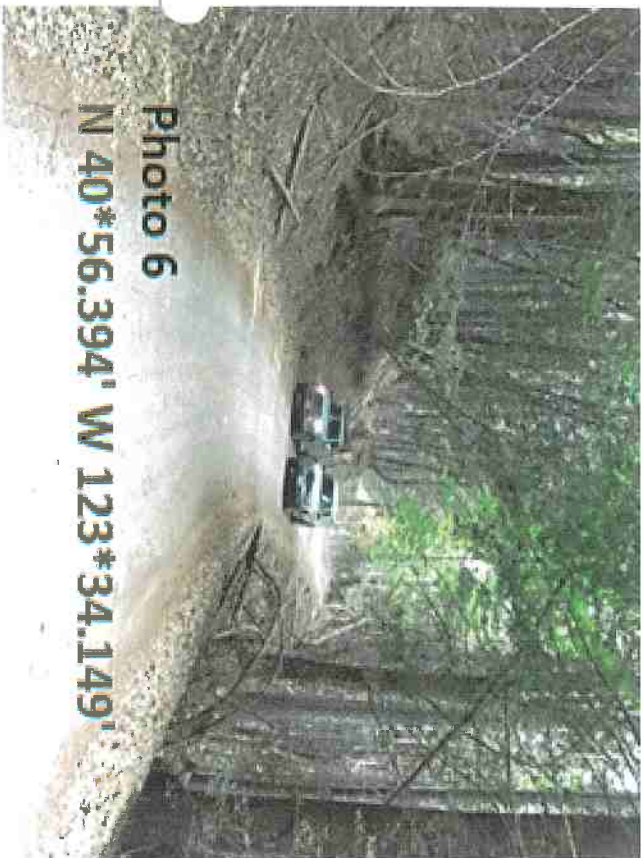
* = Degree



Photo 5
N 40°56.171' W 123°34.377'

*=degree

3e



* = degree

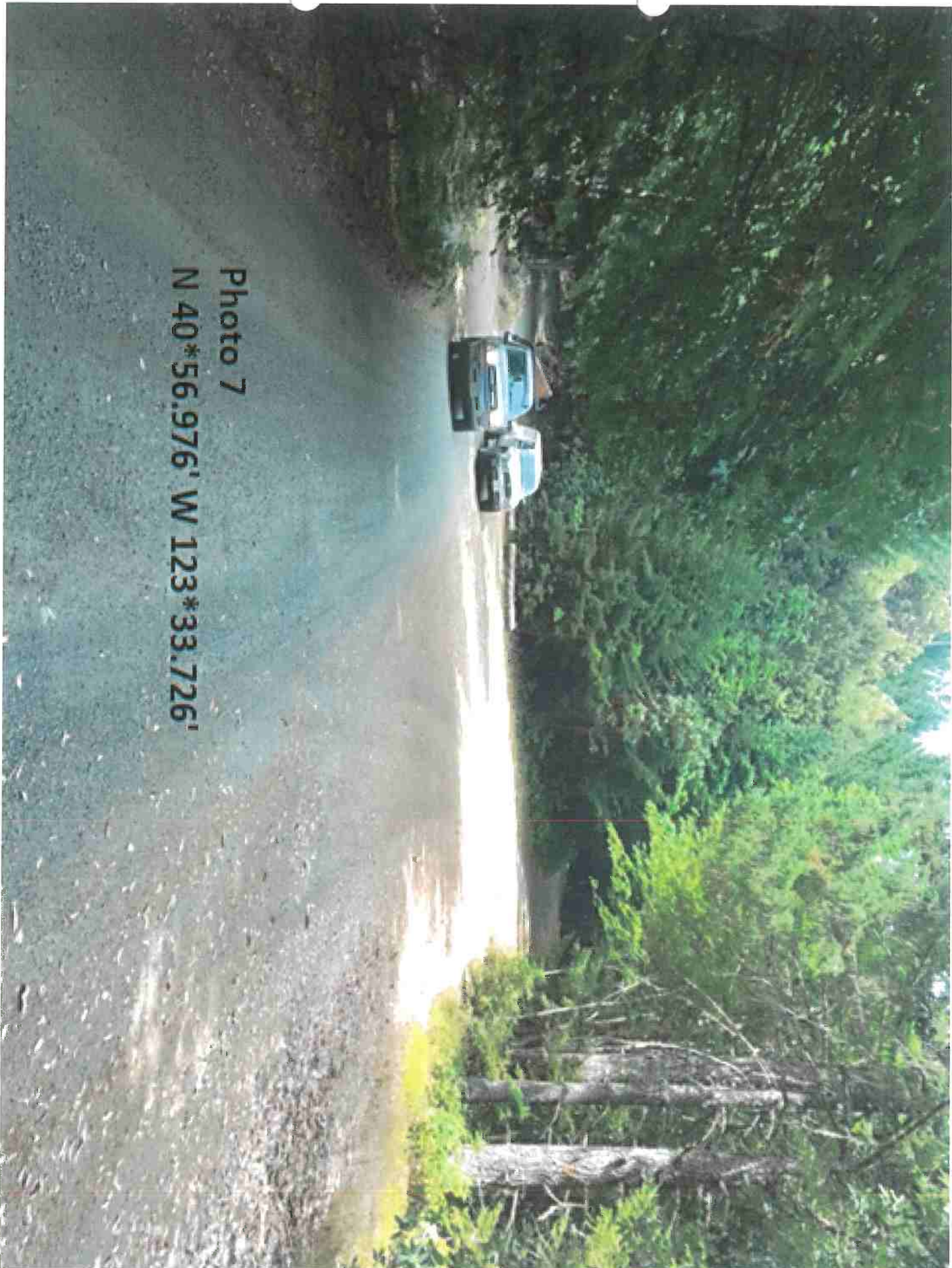


Photo 7

N 40*56.976' W 123*33.726'



Photo 8: 7n15 & Waterman Ridge RD
N 40*856.976' W 123*33.383'

*=degree

5. Timber Management Plan Road Use Agreement

4a.) Road Use Agreement recorded with Humboldt County 11/2/2010

4b.) Management Plan Map recorded with Humboldt County 11/2/2010

4c.) County Easement Map

TIMBER MANAGEMENT ROAD USE AGREEMENT

1. Each of the parties shall have the right to use existing roadways across real property of the other parties as shown on the Timber Management Plan Map and described in the Timber Management Plan for the purpose of timber management activities. This may include, but is not limited to, road access for trucks, machinery and personnel.
2. Each of the parties shall have the right to construct truck roads, skid trails, landings and cable corridors across real property of the other parties, provided that locations of new truck roads, skid trails, landings and cable corridors are determined by an RPF in association with the preparation of a THP/NTMP or other applicable permit. If a RPF identifies the need to construct new truck roads, skid trails, landings or cable corridors across management unit boundaries, the RPF shall mark their location on the ground. The RPF shall notify the management unit owner of the proposed location, and the management unit owner shall have thirty days within which to propose an alternative location. The RPF shall use the alternative location if said alternative is of reasonably equal utility to the management unit owner and of reasonably equal cost. The management unit owner should cooperate in good faith, reasonable manner in establishing the location of new truck roads, skid trails, landings or cable corridors.
3. Existing roads shall be maintained in substantially the same condition as is excepting for improvements to better maintain said roadway(s) including drainage structures and facilities and possibly road surfacing as needed. Maintenance of roads shall be the responsibility of the underlying landowner, except that if one party exercises their right of way over another party, then the responsibility for maintenance is with both parties, proportionate to use.
4. It is contemplated that any of the parties herein may exercise the rights granted herein for removal of forest products by themselves, their employees, by sale to others or through the use of contractors. Any such authorized user exercising the rights granted herein shall have the same responsibilities to this agreement as the parties hereto. The parties hereto shall be responsible for the performance of this agreement by their employees or contractors.
5. It is recognized that repairs and maintenance of the roads may be required periodically. Roads shall be no wider or larger than is necessary for the particular use. Roads shall be generally no wider than 16 feet with widening for turns and turnouts as required for safety.
6. If gates are installed then all parties shall have access through the gates via key or combination lock. The gates shall be kept locked at the request of any party during times of logging inactivity.
7. No party shall be required to make payment to the other for the use of the roadway, save and except the maintenance thereof as herein provided.

Identification of applicable parties

Current and/or future owners of Management Units F-3, F-4, F-5, F-6, & F-7 shall be considered "Party, Parties" herein and subject to the Timber Management Road Use Agreement thereof.

Bremer Creek JTMP

Timber Management Plan Map

- JTMP Boundary
- Management Unit Boundary

Roads

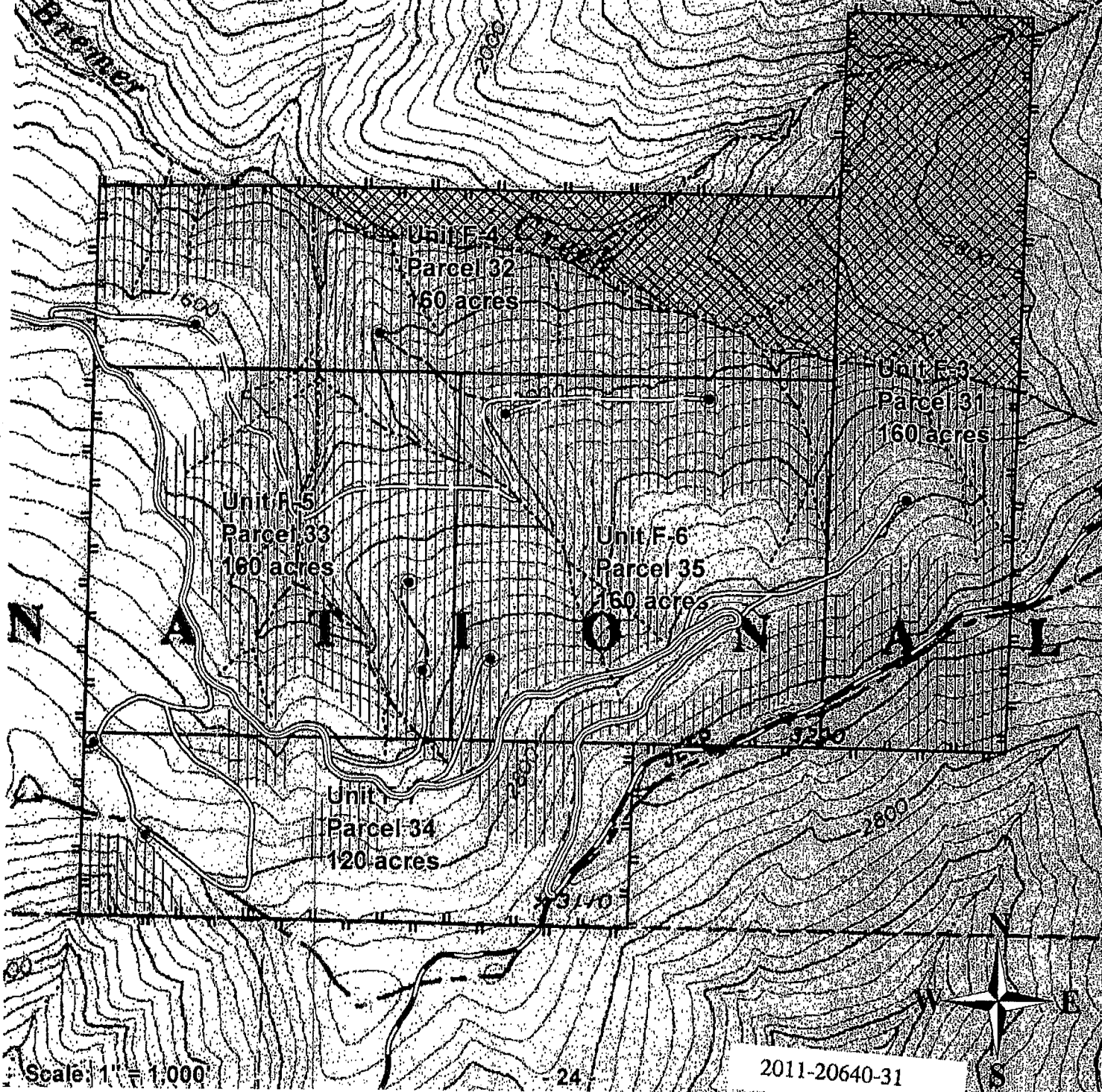
- Skid Trail
- Seasonal Road
- USFS Road 7N15
- Seasonal Reconstruction
- Primary Seasonal Road
- Probable Landing

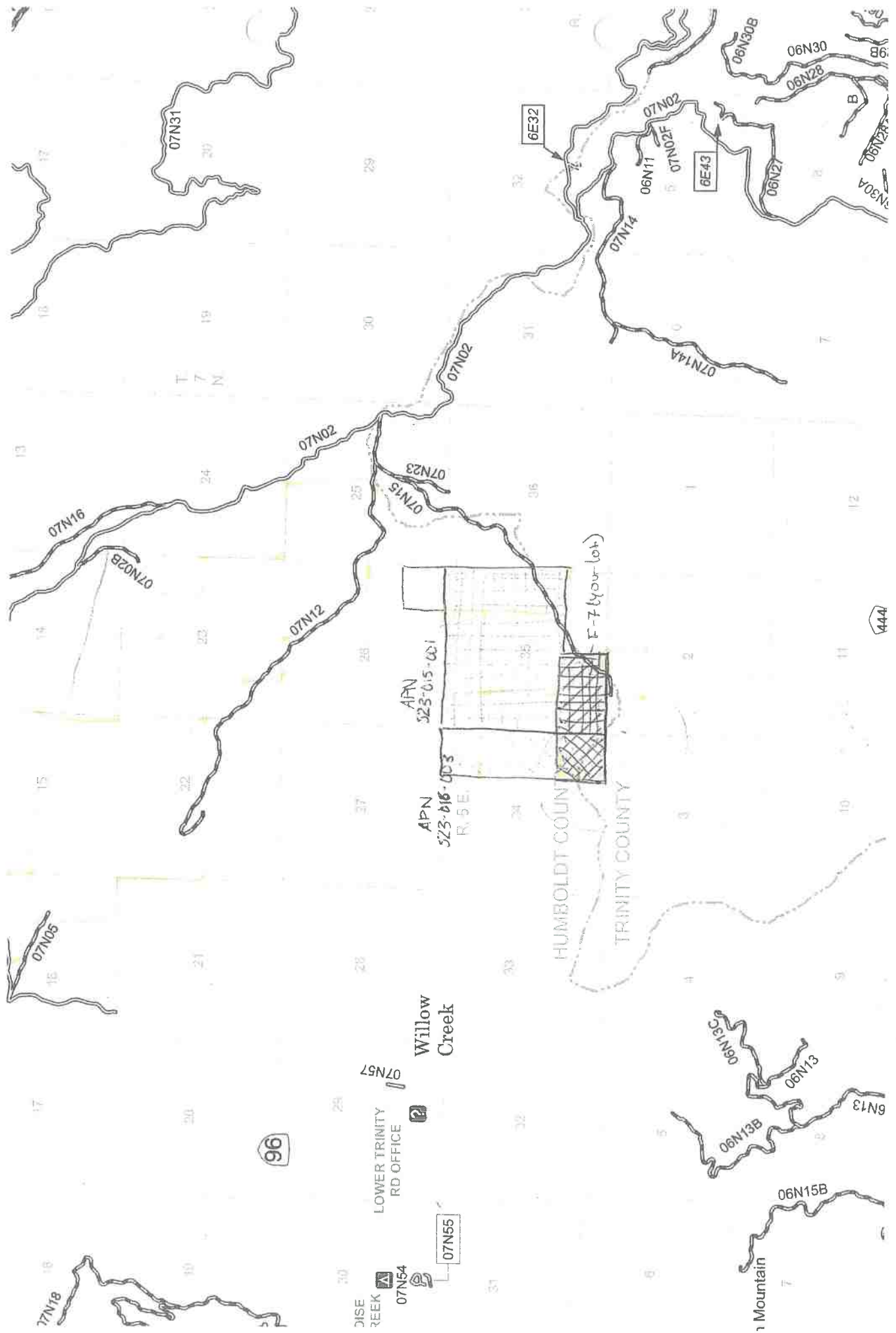
Yarding Method

- Helicopter
- Cable
- Tractor

Watercourses

- Class II
- Class III

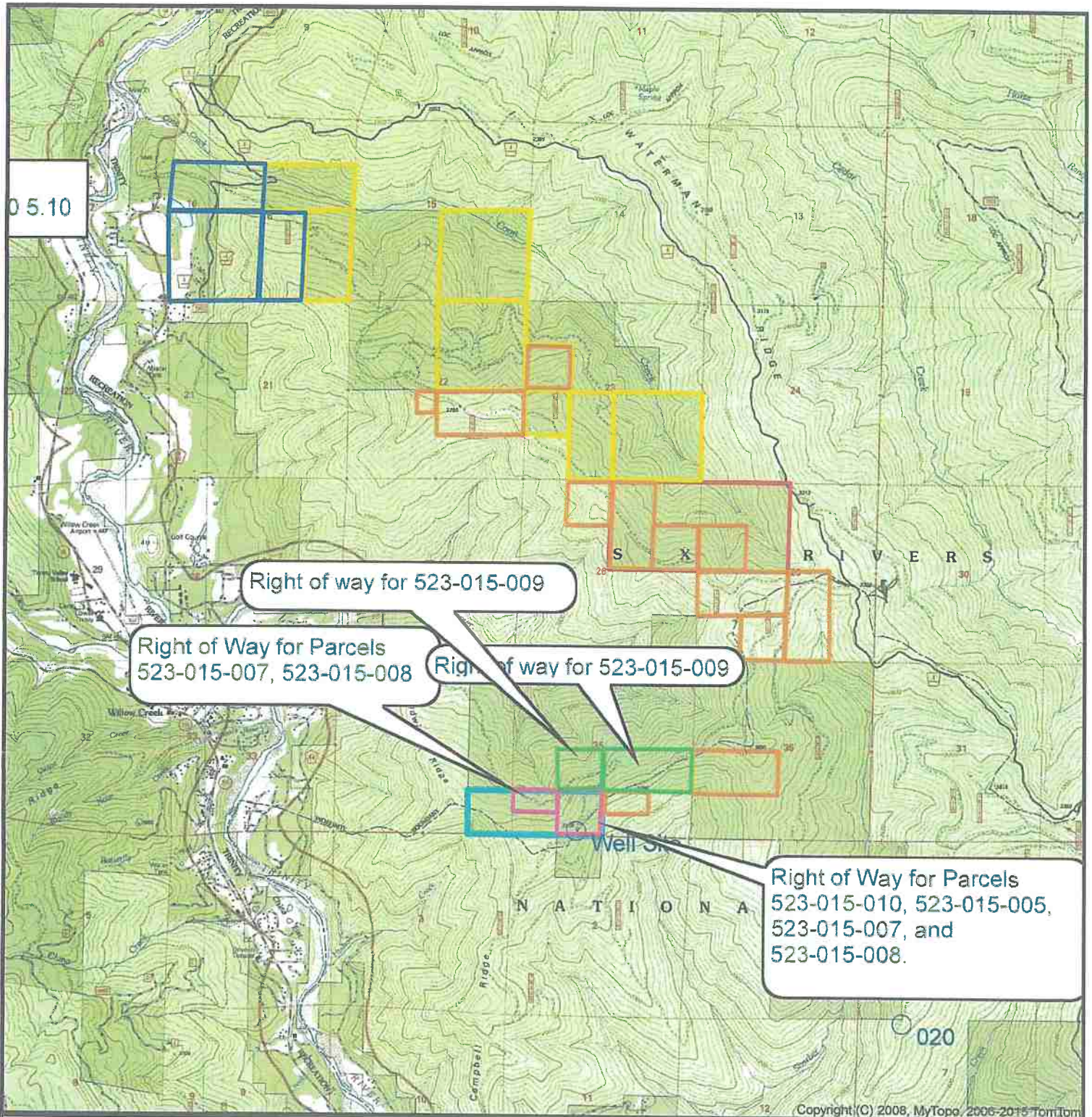






Parcel 2 Orange
Parcel 3 Blue
Parcel 4 Yellow
Parcel 5 Red

Greg Painter
DRE #160146
Office: 530.629.3030 ex 2
FAX: 877.216.7098
greg@
humboldtlandcompany.com



DISCLAIMER: The information contained herein is as obtained by this broker from sellers, owners, or other sources. This information is considered reliable, neither this broker nor owners make any guarantee, warranty or representation as to correctness of any data or descriptions and the accuracy of such statements. The correctness and / or accuracy of any and all statements should be determined through independent investigation made by the prospective purchaser. Any offer for sale is subject to prior sale, errors and omissions, change of price, terms or other conditions or withdrawal from sale in whole or in part, by seller without notice and at the sole discretion of seller. Readers are urged to form their own independent conclusions and evaluations in consultation with legal counsel, accountants, and/or investment advisors concerning and all material contained herein.

6. Road Easement Documentation

6a.) Easement Deed For Roads 8/3/1978

6b.) Easement Deed For Road and Bridge 8/3/1978

6c.) Easement 9/20/1978

6d.) Easement Deed For Roads 6/29/1987

6e.) Forest Road and Trail Act Forest Road Easement 10/28/1987

17710

RECORDED AT REQUEST OF
Six Rivers N.F.
 VOL. 1508 OFFICIAL RECORDS PG 159

AUG 8 1 35 PM 1978

HUMBOLDT COUNTY RECORDS
 GRAC: HARRISON, RECORDS
Harry Harrison DEPUTY
 FEE \$6.00

Return to:
 Six Rivers N.F.
 507 F Street
 Eureka, CA 95501

EASEMENT DEED FOR ROADS

THIS EASEMENT, dated this 3rd day of August, 1978, from CHAMPION INTERNATIONAL CORPORATION, a corporation organized under the laws of the State of New York, successors in interest, by change of name, from U.S. Plywood-Champion Papers, Inc., the successor in interest, by merger, with United States Plywood Corporation, and having its principal place of business at Eugene, County of Lane, State of Oregon, hereinafter called "Grantor", to the United States of America, hereinafter called "Grantee",

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, perpetual easements partly for existing roads as they are presently located and in place, and partly for roads as they shall be located and constructed, the whole of said easements being for roads along and across a strip of land, hereinafter defined as the "premises", over and across the following described lands in the County of Humboldt, State of California:

T. 7 N., R. 5 E., H.B. & M.

Section 15, S $\frac{1}{4}$,
 Section 16, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{2}$ NE $\frac{1}{4}$,
 Section 22, N $\frac{1}{4}$.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said premises shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

#4

Filed as to consideration, description and cord.
Harry Harrison
 HUMBOLDT COUNTY RECORDS
 1978

REC'D
 SEP 20 1978
 Humboldt County
 Forest Division

Cea

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantor, Grantor shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by Grantee for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantee shall prohibit noncommercial use unless provision is made by Grantee or by the noncommercial users to bear proportionate maintenance costs.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest

- 1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

- 2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
- 3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

CHAMPION INTERNATIONAL CORPORATION,
a corporation

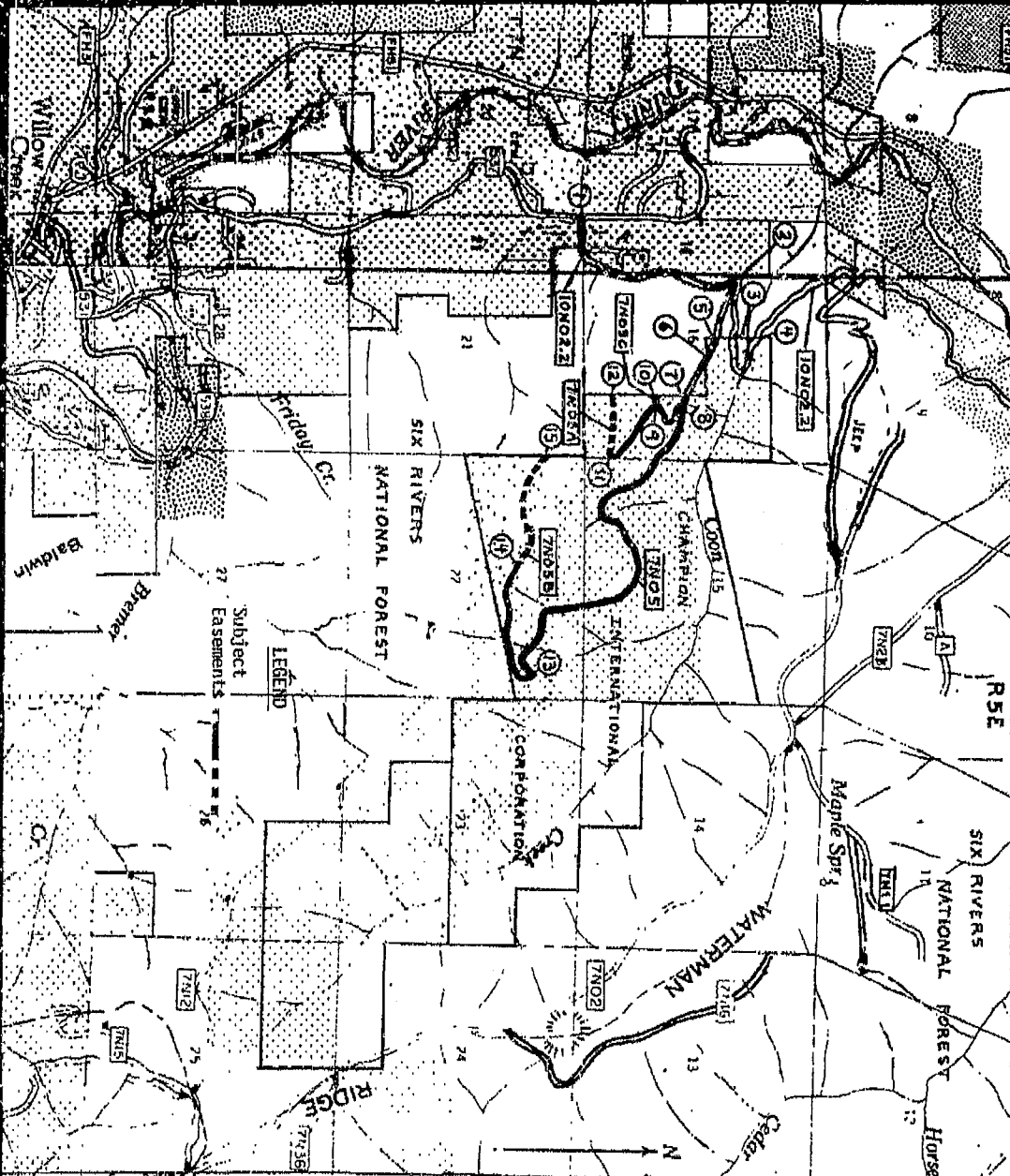
BY

W. O. Carson
Title VICE-PRESIDENT & GENERAL MANAGER

(SEAL)

By

Paul Nelson
Title ASST. SECRETARY



R5E

SIX RIVERS NATIONAL FOREST

Horse

EXHIBIT A

Scale 2"=1mi.

Right of Way Plat
Map to accompany easement grant from Champion International Corporation for roads located in T. 7 N., R. 5 E., H.B.M.

Rd.#7N05B easement from Champion Internat. Corp. to the USA begins at a point (Map tie#5) on the west line of the SNESEK of Sec. 16, said point lying N 40° E, a distance of 3900 feet from the corner common to Sec. 16, 17, 20 & 21, and ends at a point (Map tie#6) on the south line of the SNESEK of Sec. 16, said point lying N 45° E, a distance of 4100 feet from said common section corner. Rd.#7N05B easement begins again at a point (Map tie#7) on the west line of the NESEK of Sec. 16, said point lying N 60° E, a distance of 4600 feet from the corner common to Sec. 16, 17, 20 & 21, & ends at a point (Map tie#13) in the NESEK of Sec. 22, said point lying S 83° 50' E, a distance of 3350 ft. from said common section corner.

Rd.#7N05A easement from Champion Internat. Corp. to the USA begins at a point (Map tie#8) in the NESEK of Sec. 16, said point lying N 63° E, a distance of 4900 ft. from the corner common to Sec. 16, 17, 20 & 21, and ends at a point (Map tie#12) on the west line of the SESEK of Sec. 16, said point lying N 78° E, a distance of 4050 ft. from the said common section corner.

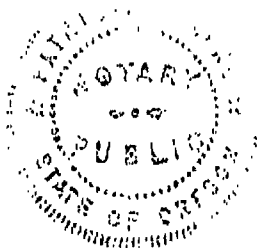
Rd.#7N05B easement from Champion Internat. Corp. to the USA begins at a point (Map tie#13) in the NESEK of Sec. 22, said point lying S 83° 50' E, a distance of 3350 ft. from the corner common to Sec. 16, 17, 20 & 21, and ends at a point (Map tie#12) on the west line of the NESEK of Sec. 22, said point lying S 78° E, a distance of 5650 ft. from said common section corner.

Rd.#7N05C easement from Champion Internat. Corp. to the USA begins at a point (Map tie#9) in the SESEK of Sec. 16, said point lying N 66° E, a distance of 4450 ft. from the corner common to Sec. 16, 17, 20 & 21, and ends at a point (Map tie#10) on the west line of the SESEK of Sec. 16, said point lying N 65° E, a distance of 4350 ft. from said common section corner.

Map lines are approximate.
Forest Engineer
Date 6/30/78
GC 6/15/78

STATE of OREGON)
COUNTY of LANE)⁸⁷

On this 3rd day of August, 1978, personally appeared before me
W. O. Larson and Paul Nelson, who, being duly sworn, stated
that they are the V.P. & Gen. Mgr. and Ass't. Secretary, respectively,
of CHAMPION INTERNATIONAL CORPORATION and that said instrument
was signed on behalf of said corporation by authority of its board of
directors; and they acknowledged said instrument to be its voluntary act
and deed.



Patricia M. Duke
Notary Public, for Oregon

Commission expires: 4/21/80

17711

RECORDED AT REQUEST OF

VOL. 1508 OFFICIAL RECORDS PG 163

Return to:

Six Rivers N.F.
507 F Street
Eureka, CA 95501

AUG 8 1 36 PM 1978

HUMBOLDT COUNTY RECORDS
GRACE JACKSON, RECORDERDEPUTY
FEE \$6.00

EASEMENT DEED FOR A ROAD AND BRIDGE

THIS EASEMENT, dated this 3rd day of August, 1978, from CHAMPION INTERNATIONAL CORPORATION, a corporation organized under the laws of the State of New York, successor in interest, by change of name, from U.S. Plywood-Champion Papers, Inc., the successors in interest, by merger, with United States Plywood Corporation, and having its principal place of business at Eugene, County of Lane, State of Oregon, hereinafter called "Grantor", to the United States of America, hereinafter called "Grantee",

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement partly for an existing road as it is presently located and in place, and partly for a road and bridge as they shall be located and constructed, the whole of said easement being for a road and bridge along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Humboldt, State of California:

T. 7 N., R. 5 E., H.B. & M.

Section 16, SW 1/4.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is described by metes and bounds, and is shown on Exhibit A attached hereto.

If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Correct as to certification, description and conditions.

8/2/78

DAY

#5

CAB

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantor, Grantor shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by Grantee for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantee shall prohibit noncommercial use unless provision is made by Grantee or by the noncommercial users to bear proportionate maintenance costs.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

CHAMPION INTERNATIONAL CORPORATION,
a corporation

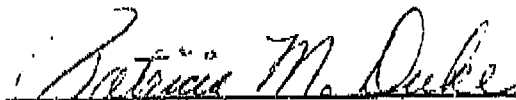
By W. O. Larson
Title VICE-PRESIDENT & GENERAL MANAGER

(SEAL)

By Paul Nelson
Title ASST. SECRETARY

STATE of OREGON)
COUNTY of LANE) ss

On this 3rd day of August, 1978, personally appeared before me
W. O. Larson and Paul Nelson, who, being duly sworn, stated
that they are the V.P. & Gen. Mgr. and Ass't. Secretary, respectively,
of CHAMPION INTERNATIONAL CORPORATION and that said instrument
was signed on behalf of said corporation by authority of its board of
directors; and they acknowledged said instrument to be its voluntary act
and deed.


Notary Public, for Oregon

Commission expires: 4/21/80

RETURN TO:

CHAMPION INTL CORP.
DAN FISHER
PO BOX 2017
KIDDERING, CA. 96001

10
RECORDED AT REQUEST OF
Champion International Corp.
VOL. 1540 PG. 462
JAN 15 11 39 AM 1979
HUMBOLDT COUNTY RECORDS
GRACE JACKSON, RECORDER
Henry J. Gandy DEPUTY
FEE \$ 7.00
5

116

EASEMENT

THIS EASEMENT, dated this 20th day of September, 1978, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to CHAMPION INTERNATIONAL CORPORATION, a corporation organized under the laws of the State of New York, and having its principal place of business at Eugene, County of Lane, State of Oregon, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1069; 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Humboldt, State of California and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the premises, over and across the following described lands in the County of Humboldt, State of California:

T. 7 N., R. 5 E., H.B. & M.

Section 16, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said premises shall be 15 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

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HUMBOLDT COUNTY
CLERK

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- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- E. Grantee shall not use chemical materials to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A report of planned use of pesticides will be submitted annually by the Grantee on the due date established by the Forest Supervisor. The report will cover a 12 month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted.

Only those materials approved and registered by the U.S. Department of Agriculture for the specific purpose planned will be considered for use on these lands. Label instructions will be strictly followed in the preparation and application of pesticides and disposal of excess materials and containers.

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.

4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinabove provided.

IN WITNESS WHEREOF, the Grantor, by its (Deputy) Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the delegation of authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief Forest Service, dated January 5, 1978 (43 FR 1633), on the day and year first above written.

Robert W. Cermak

464

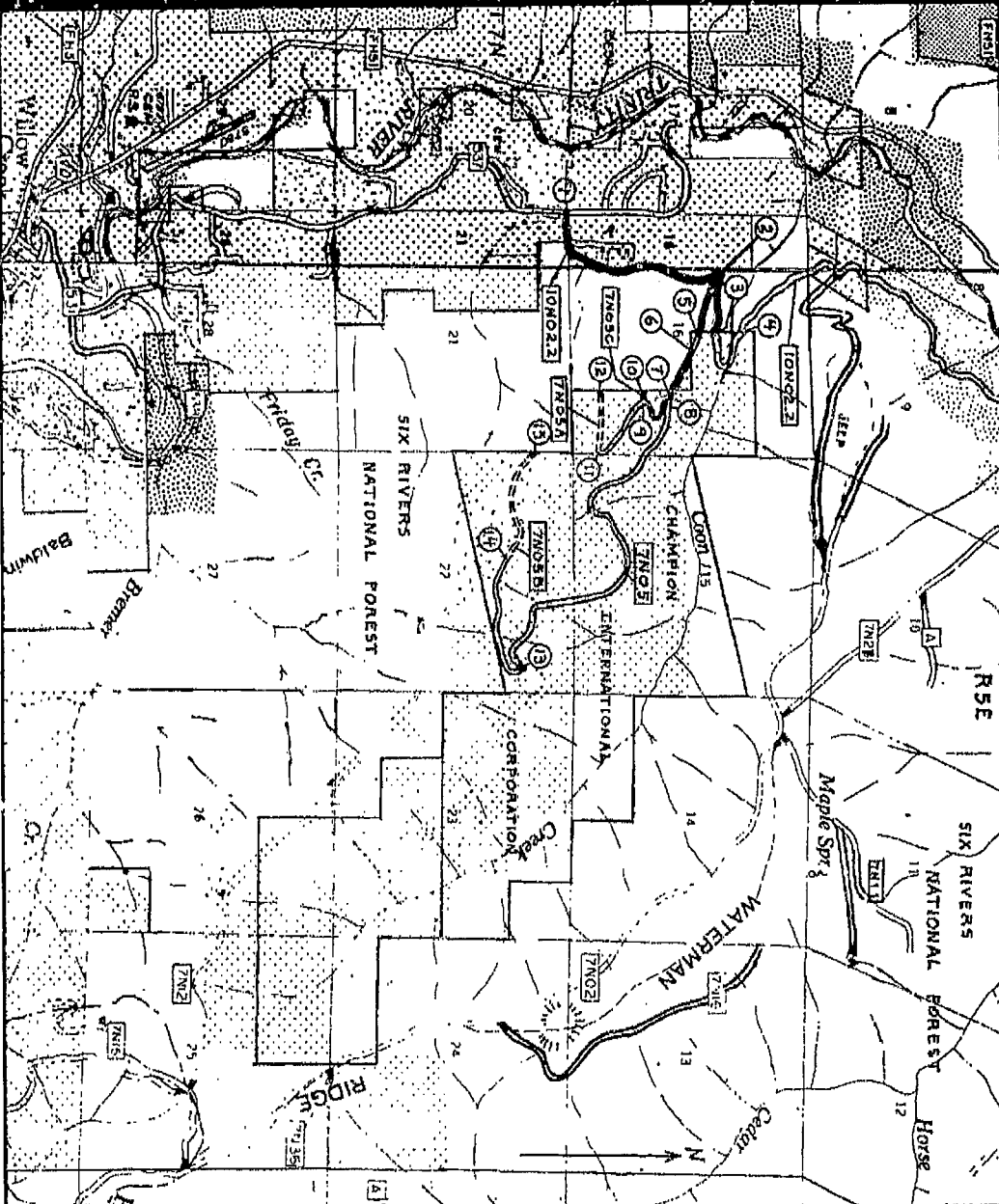


EXHIBIT A
 Right of Way Plat Six Rivers National Forest
 Scale 2" = 1 Mile

Map to accompany USDA easement to Champion International Corporation.

Rd.#101002.2 USDA easement from USA to Champion Internat. Corp. begins at a point (Map tie#1) coincident with the corner common to Sec. 16, 17, 20 & 21, T. 7 N., R. 5 E., H.B.&M., and ends at a point (Map tie#3) on the east line of the SE 1/4 of Sec. 16, T. 7 N., R. 5 E., H.B.&M., said point lying N 38° 06' 45" E., a distance of 4270.62 feet from said common section corner.

Rd.#71005 USDA easement from USA to Champion Internat. Corp. begins at a point (Map tie#2) in the SE 1/4 of Sec. 16, T. 7 N., R. 5 E., H.B.&M., said point lying N 24° E., a distance of 3750 feet from the corner common to Sec. 16, 17, 20 & 21, T. 7 N., R. 5 E., H.B.&M., and ends at a point (Map tie#5) on the east line of the SE 1/4 of Sec. 16, T. 7 N., R. 5 E., H.B.&M., said point lying N 40° E., a distance of 3900 feet from said common section corner.

Rd.#71005 easement begins again at a point (Map tie#6) on the north line of the NW 1/4 of Sec. 16, T. 7 N., R. 5 E., H.B.&M., said point lying N 45° E., a distance of 4100 feet from the corner common to Sec. 16, 17, 20 & 21, T. 7 N., R. 5 E., H.B.&M., and ends at a point (Map tie#7) on the east line of the NW 1/4 of Sec. 16, T. 7 N., R. 5 E., H.B.&M., said point lying N 60° E., a distance of 4600 feet from the said common section corner.

Land lines are approximate.

Subject Easements

Redd J Redd
 Forest Engineer

Date *6/30/78*

GC 6/15/78

ACKNOWLEDGEMENT

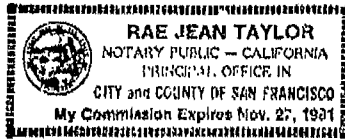
STATE OF CALIFORNIA)

) SS:

CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of September, in the year 1978,
before me Rae Jean Taylor, a Notary Public in and for said state,
with principal office in the City and County of San Francisco, personally
appeared Robert W. Cermak, Deputy Regional Forester, Region 5,
Forest Service, United States Department of Agriculture, known to me to be the
person whose name is subscribed to the within instrument, and acknowledged to
me that he executed the same as the free act and deed of the United States of
America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and
year above written.



Rae Jean Taylor
Notary Public

My commission expires:

When recorded return to:
Six Rivers National Forest
ATTN: George Frey
507 F Street
Eureka, CA 95501

15322
RECORDED AT REQUEST OF
SIX RIVERS NATIONAL FOREST
VOL. 1842 OFFICIAL 1061

JUL 8 2 56 PM '87

EASEMENT DEED FOR ROADS

HUMBOLDT COUNTY RECORDS
GRACE JACKSON RECORDER
DEED 1100
REF 1100

THESE EASEMENTS, dated this 29th day of June, 1987,
from Champion International Corporation, successor by merger and change of name
from United States Plywood Corporation, a corporation organized under the laws
of the State of New York and having its principle place of business at
Anderson, County of Shasta, State of California, hereinafter called "Grantor"
to the United States of America, hereinafter called "Grantee."

WITNESSETH:

Grantor for and in consideration of reciprocal easements, received by Grantor
does hereby grant to Grantee and its assigns, exclusive easements for roads
over and across the following described lands in the Counties of Humboldt and
Trinity, State of California:

T.7 N., R.5 E., H.M.
Section 23 NW1/4SW1/4
Section 35, NW1/4SE1/4, SE1/4SW1/4

The exclusive easements hereby granted are for the construction,
reconstruction, maintenance, and full, free and quiet use and enjoyment of
roads over and across the above described premises according to the following
Exhibit "A" attached hereto and made a part hereof.

The width of said easements shall be 66 feet, 33 feet on each side of the
center line, or more if necessary to accommodate cuts and fills. The boundary
lines of said easements shall be prolonged or shortened to begin and end on,
and conform to, the property lines of the above described lands.

The acquiring agency is the Forest Service, United States Department of
Agriculture.

The Grantor may use any road on these easements as provided by Federal and
State laws, rules, and regulations. Use for commercial hauling will require
prior agreement on arrangements to pay or perform the road maintenance made
necessary by such use but will not require payment for road construction or
reconstruction.

Correct as to consideration, description and conditions.
7-8-87
DAY
FOREST SUPERVISOR

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Humboldt County
Planning Division

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Grantor reserves unto itself, its successors and assigns all timber on said easements, provided that Grantee or its assigns shall have the right to cut such timber upon the easements to the extent necessary for construction, reconstruction, or betterment of said roads which timber, unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easements for disposal by the owner. Grantor further reserves the right to grow and harvest future forest crops on portions of said easements not actually used for road purposes.

Grantor reserves unto itself, its successors and assigns the right to use the portions of said easements not actually used for road purposes in such a manner as not to unreasonably interfere with the use of the roads by the Grantee, or its authorized users, or cause substantial injury thereto.

If the Regional Forester determines that these road easements, or any segment thereof, are no longer needed, the road easements traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Grantor or successors or assigns in interest.

IN WITNESS WHEREOF, Grantor has executed this Easement Deed on the day and year first above-written.

Champion International Corporation

By

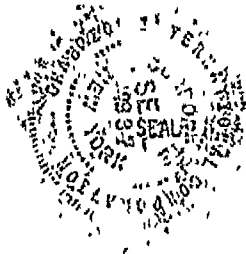
R. Reamy

(California Area Operations Manager)

By

Ronald Duggins

(Assistant Secretary)



STATE OF CALIFORNIA)
COUNTY OF SHASTA) ss.

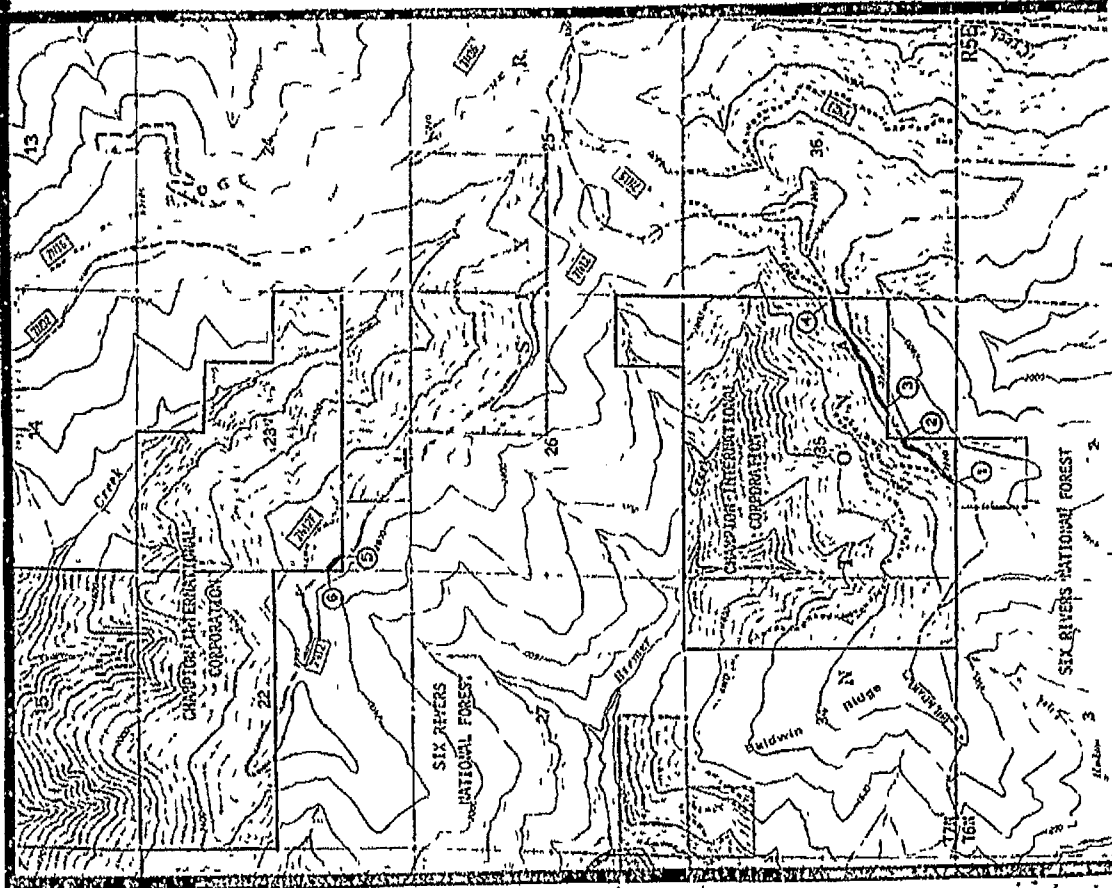
On this 29th day of June, 1987, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert B. Bellamy, and Donald E. Wiggins known to me to be the California Area Operations Manager and Assistant Secretary, respectively, of the corporation that executed the above instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SEAL:



Mafalda M. Day
Notary Public in and for said County
and State
Commission expires 3/16/90



MURBIT A

Right of Way Plat Six Rivers National Forest

Scale: 2 inches = 1 mile

Map to accompany easement grant from Champion International Corporation for roads located in T.7N., R.5E., H.M.

Road No. 7N15 easement from Champion International Corporation to the U.S.A. begins at a point (Map Tie #1) on the south line of the SW 1/4 of Section 35, said point lying S 89° 13' E, a distance of 927.20 feet from the N1/16 corner common to Section 15, T.7N., R.5E., H.M., and Section 2, T.6N., R.5E., H.M., and ends at a point (Map Tie #2) on the east line of the SW 1/4 of Section 35, said point lying S 01° 13' 15" E, a distance of 102.23 feet from the NW 1/4 corner of Section 35. Road No. 7N15 easement begins again at a point (Map Tie #3) on the south line of the NW 1/4 of Section 35, said point lying S 89° 13' 45" E, a distance of 250 feet from the NW 1/4 corner of Section 35 and ends at a point (Map Tie #4) on the east line of said Section 35, said point lying S 01° 24' E, a distance of 170.64 feet from the X corner common to Sections 35 and 36, T.7N., R.5E., H.M.

Road No. 7N12 easement from Champion International Corporation to the U.S.A. begins at a point (Map Tie #5) on the south line of the NW 1/4 of Section 23, said point lying S 89° 14' 30" E, a distance of 412.64 feet from the S1/16 corner common to Sections 11 and 23 and ends at a point (Map Tie #6) on the west line of the NW 1/4 of Section 23, said point lying N 0° 44' E, a distance of 543.85 feet from said S1/16 corner.

Land lines are approximate.

Subject Easement

Robert J. B. S. K. 5/22/67
Forest Engineer Date

CHAMPION INTERNATIONAL CORPORATION
CALIFORNIA REGION
POST OFFICE BOX 6034
REDDING, CALIFORNIA 96099

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RECORDED AT REQUEST OF
CHAMPION INTERNATIONAL CORP.
VOL 1861 PAGE 672

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HUMBOLDT COUNTY RECORDS
GRACE JACKSON, CLERK
JAN 28 1988
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FOREST ROAD AND TRAIL ACT
FOREST ROAD EASEMENTS

THESE EASEMENTS, dated this 28th day of October, 1987, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Champion International Corporation a corporation of the State of New York, and its successors in interest, assigns, hereinafter collectively called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of easements under the Act of October 13, 1964, (78 Stat. 1089; 16 U.S.C. 532-538) for roads over certain lands or assignable easements owned by the United States in the Counties of Humboldt and Trinity, State of California, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal easements received by Grantor, does hereby grant to Grantee, subject to existing easements and valid rights, easements for use of roads, whether existing or as constructed or reconstructed, over and across the following described lands in the Counties of Humboldt and Trinity, State of California:

T. 7N., R. 5E., H.M.
Section 22 NE1/4NE1/4SW1/4, N1/2SE1/4
Section 23 SW1/4SW1/4
Section 25 SW1/4NW1/4, N1/2SW1/4, SE1/4SW1/4, W1/2SE1/4
Section 26 NE1/4NW1/4, W1/2NE1/4, SE1/4NE1/4
Section 35 N1/2SW1/4SE1/4
Section 36 NW1/4, NW1/4SW1/4

The location of the roads are shown approximately on exhibit A attached hereto.

Said easements shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the roads are located substantially as described herein, the centerline of said roads as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the easements granted.

The grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, successors in interest and assigns:

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Humboldt County
Planning Division

A. Except as hereinafter limited, Grantee shall have the right to use the roads for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources served by these roads, now or hereafter owned or controlled, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the roads without unreasonably reducing the rights herein granted.

B. Grantee shall comply with all applicable State and Federal laws, existing Executive Orders, and Federal rules and regulations.

C. Grantee shall pay the Grantor for its share of maintenance cost or perform maintenance, as determined by the Grantor. The maintenance obligation of the Grantee shall be proportionate to total use, and the Grantee shall not be required to perform or bear the costs of maintenance other than that commensurate with its use. Any maintenance performed by the Grantee shall be authorized by and shall be performed in accordance with an approved maintenance plan. In the event the roads require maintenance, restoration, or reconstruction work to accommodate the Grantee's needs, the Grantor shall authorize the work required in the same manner as provided herein for maintenance or in clause F for reconstruction. Such work shall be performed at the expense of the Grantee.

D. Upon change of ownership of any of the Grantee's land or resources served by these roads, the rights granted under these easements can be transferred or assigned to the new owner, upon written notification to the Regional Forester.

E. The exercise of the rights granted shall be subordinate to any easements on said roads subsequently granted by the United States to a public road agency for operation as a public highway.

F. Any construction or reconstruction of the roads shall be in accordance with plans, specifications, and written stipulations approved by the Forest Supervisor prior to beginning such construction or reconstruction.

G. The rights herein conveyed do not include the right to use the roads for access to developments used for short or long-term residential purposes, unless and until traffic control regulation, rules, and other provisions to accommodate such use of roads are agreed upon by the Grantor and Grantee.

These easements are granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled.

2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public; Provided, That the Grantor shall control such use so as not unreasonably to interfere with Grantee's use of the roads.

3. The right to all timber now or hereafter growing on the right-of-way for the roads, provided the Grantee shall have the right to cut timber to the extent necessary in accordance with construction stipulations or the approved maintenance plan.


4. The right to relocate the roads constructed on these easements to the extent necessary to accommodate the management needs of the National Forest. It is agreed that the centerline of these easements shall shift to follow the centerline of the relocated road and shall be accepted as the true centerline of the easements granted.

The grant of a right to use the roads described in these easements does not create an obligation on the Grantor to maintain the roads in a useable condition.

The Chief, Forest Service, may terminate these easements, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) by a determination to cancel after a five (5) year period of nonuse, after notification and opportunity for hearing as prescribed by law. Provided, That the easements, or any segment thereof, shall not be terminated for nonuse as long as the roads, or segment thereof, are being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed these easements pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR. 34283), on the day and year first above written.

UNITED STATES OF AMERICA

By 
PAUL F. BARKER
Regional Forester
Pacific Southwest Region
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO)

On this 28th day of October, in the year 1987, before me,
Evelyn Joyce Hastings, a Notary Public in and for said State, with
principal office in the City and County of San Francisco, personally
appeared, David M. Jay.

(XX) personally known to me

() proved to me on the basis of satisfactory evidence

to be the (Deputy) Regional Forester, who executed the within instrument on
behalf of PAUL F. BARKER, Regional Forester, PSW Region, Forest Service, U.S.
Department of Agriculture, and acknowledged to me that he executed it as the
free act and deed of the United States of America, for the uses and purposes
therein mentioned.

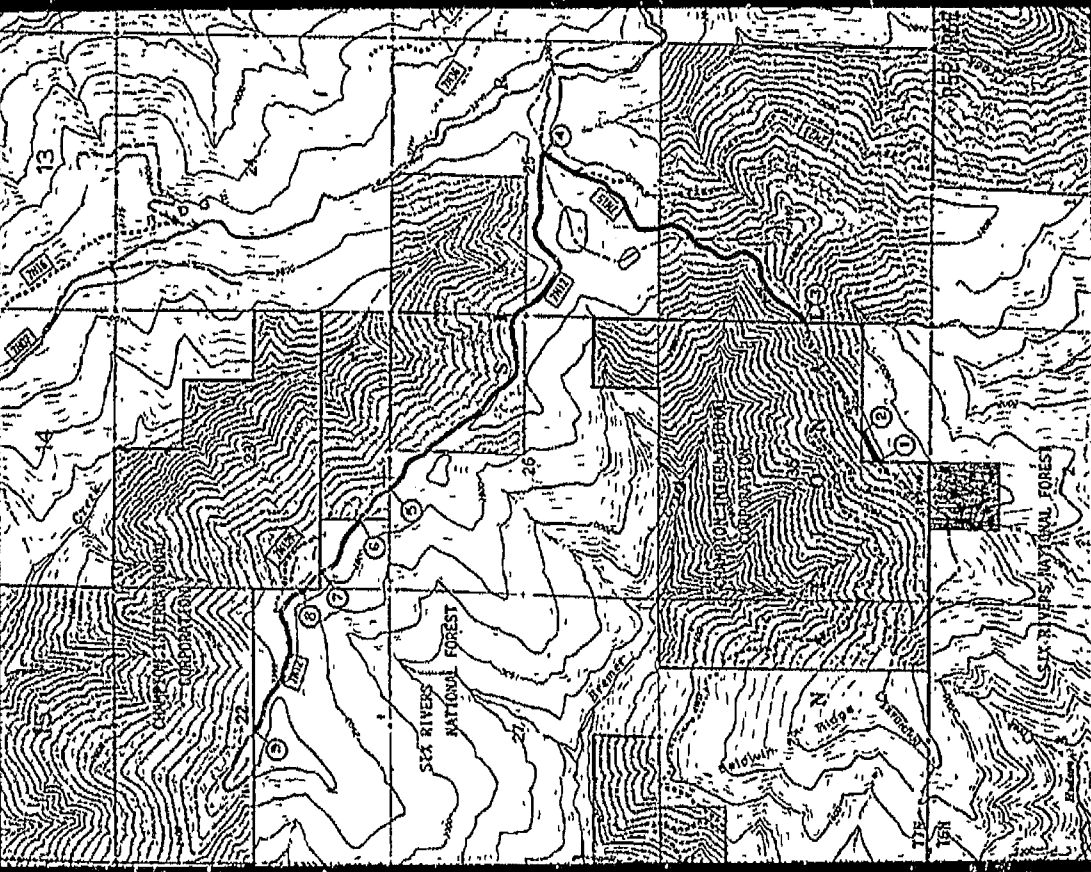
WITNESS my hand and official seal.



Evelyn Joyce Hastings
Notary's Signature

EVELYN JOYCE HASTINGS
Notary's Printed Name

My Commission Expires: April 21, 1989



Right of Way Plat Six Rivers National Forest

Scale: 2 inches = 1 mile

Map to accompany RFA easement to Champion International Corporation for roads located in T.7N., R.5E., H.M.

Road No. 7N15 easement from U.S.A. to Champion International Corporation begins at a point (Map Tie #1) on the west line of the SW 1/4 of Section 35, said point lying S 01° 13' 15" W, a distance of 502.23 feet from the CS1/16 corner in said Section 35 and ends at a point (Map Tie #2) on the north line of the SW 1/4 of Section 25, said point lying S 89° 13' 45" E a distance of 260 feet from said CS1/16 corner. Road No. 7N15 easement begins again at a point (Map Tie #3) on the west line of Section 36, said point lying S 01° 24' V, a distance of 170.64 feet from the X corner common to Sections 35 and 36 and ends at a point (Map Tie #4) in the NW 1/4 of Section 25, said point lying S 52° 30' E, a distance of 550 feet from the CX of Section 25.

Road No. 7N12 easement from U.S.A. to Champion International Corporation begins at a point (Map Tie #4) in the NW 1/4 of Section 25, said point lying S 52° 30' E, a distance of 550 feet from the CX of Section 25 and ends at a point (Map Tie #5) on the north line of the NW 1/4 of Section 26, said point lying N 89° 17' W, a distance of 539.36 feet from the X corner common to Sections 25 and 26. Road No. 7N12 easement begins again at a point (Map Tie #6) on the east line of the SW 1/4 of Section 23, said point lying N 0° 44' 37" E, a distance of 714.57 feet from the N1/16 corner common to Sections 23 and 26 and ends at a point (Map Tie #7) on the north line of the SW 1/4 of Section 23, said point lying S 89° 14' 30" E, a distance of 412.64 feet from the N1/16 corner common to Sections 22 and 23. Road No. 7N12 easement begins again at a point (Map Tie #8) on the east line of the NW 1/4 of Section 22, said point lying N 0° 44' E, a distance of 543.83 feet from the N1/16 corner common to Sections 22 and 23 and ends at a point (Map Tie #9) on the north line of the NW 1/4 of Section 22, said point lying S 89° 44' 20" N, a distance of 53.60 feet from the CX corner of Section 22.

Land lines are approximate.

Subject Easement

Handwritten signature
Forest Engineer
5/22/27
Date