



Reference: 022054.400

April 23, 2024

Rob Holmlund, Development Director
Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Drive
Eureka, CA 95501

Subject: Preliminary Title Constraints Analysis Report, Redwood Marine Multipurpose Terminal Replacement Project, Eureka, California

Introduction

This Preliminary Title Constraints Analysis Report (Analysis) is intended to provide background property title information that will potentially impact the development of the Redwood Marine Multipurpose Terminal (RMMT) located in Eureka, California. The RMMT site will include existing properties owned by the Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD), the California Redwood Company (CRC) and Sniper Enterprises, LLC (Sniper).

To facilitate the Analysis, Preliminary Title Reports were obtained from Fidelity National Title Insurance Company for the subject properties: HBHRCD Tideland Parcel FHBT-FTO2300450 (Attachment 1), CRC Parcel FHBT-FTO2300333 (Attachment 2), and Sniper Parcel FHBT-FTO2300332 (Attachment 3). During the review of the Preliminary Title Reports, an omission of a potential controlling document was discovered in the report for the HBHRCD Tideland Parcel. Fidelity Title is reviewing the potential for a corrected report. Also, during the data collection for the Analysis, it was determined that the recent deed, Instrument Number 2023-008366 (Attachment 4), granted to HBHRCD by the Samoa Pacific Group LLC (SPG) for the main HBHRCD Parcel (Lot 135) as part of the Town of Samoa (TOS) Subdivision Phase One included multiple reservations of easements located on Lot 135 for the use and benefit of SPG and the ongoing development of the TOS.

The exceptions to title identified in the Preliminary Title Reports included references to many conveyances that were individually analyzed to determine the relevancy and potential impact to the development of the RMMT. Following is a discussion of potential constraints to the development of the RMMT site with recommendations of next steps based upon each parcel noted above and the Lot 135 deed. The attached Boundary and Easement Plot is a compilation of the various title documents resulting from the Analysis used to identify the areas of potential constraints to the future RMMT project (Project) development. Figure 1 is an index to the supporting figures referred to in the each of the relative parcels.

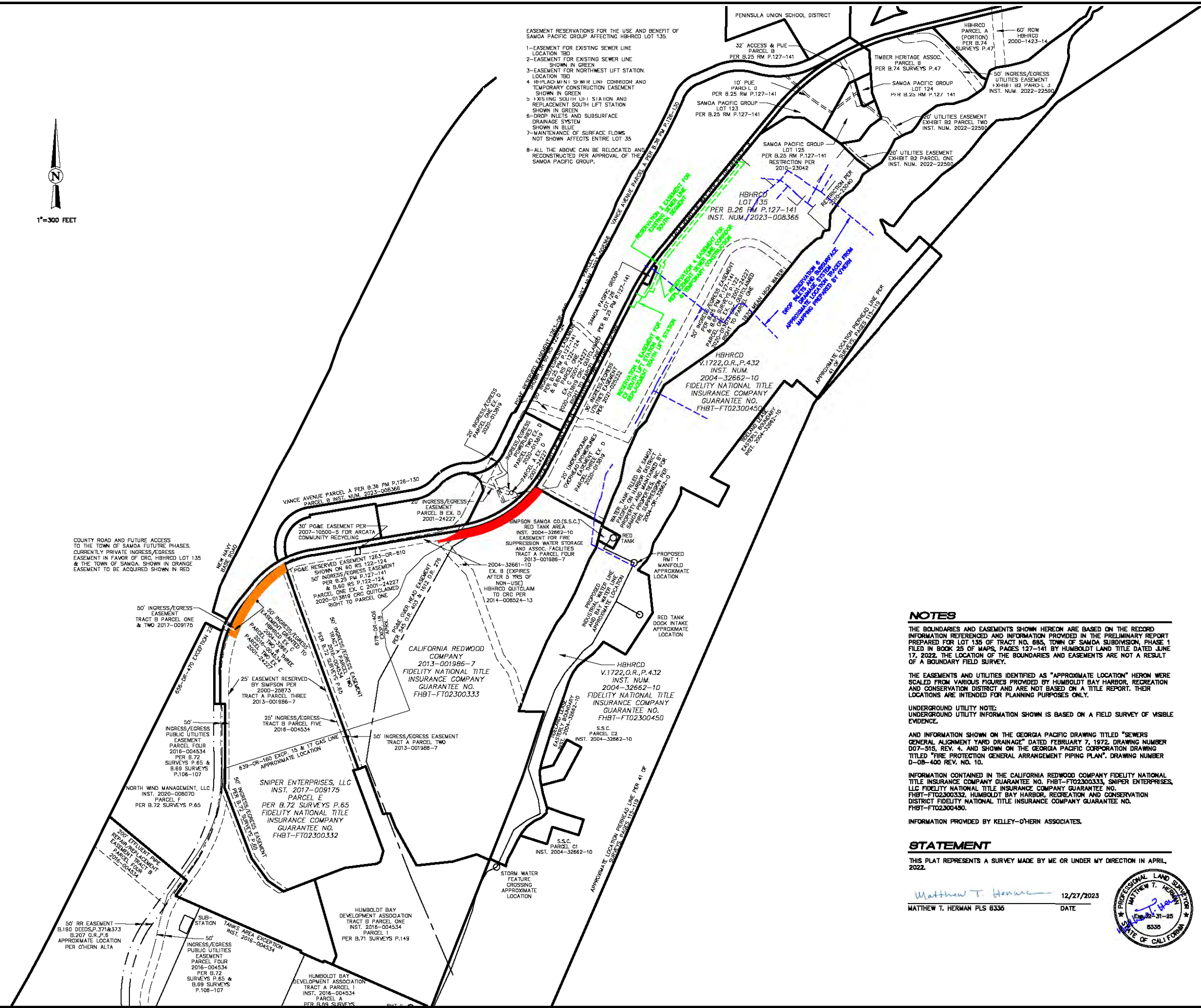


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COUNTY ROAD AND FUTURE ACCESS
 TO THE TOWN OF SAMOA FUTURE PHASES.
 CURRENTLY PRIVATE INGRESS/EGRESS
 EASEMENT IN FAVOR OF CRC, HBHRCD LOT 135
 & THE TOWN OF SAMOA, SHOWN IN ORANGE
 EASEMENT TO BE ACQUIRED SHOWN IN RED

- EASEMENT RESERVATIONS FOR THE USE AND BENEFIT OF SAMOA PACIFIC GROUP AFFECTING HBHRCD LOT 135.
- 1-EASEMENT FOR EXISTING SEWER LINE LOCATION TBD
 - 2-EASEMENT FOR EXISTING SEWER LINE SHOWN IN GREEN
 - 3-EASEMENT FOR NORTHWEST LIFT STATION LOCATION TBD
 - 4-RE-PLACEMENT 18" SWR LINE CORRIDOR AND TEMPORARY CONSTRUCTION EASEMENT SHOWN IN GREEN
 - 5-EXISTING SOUTH LIFT STATION AND REPLACEMENT SOUTH LIFT STATION SHOWN IN GREEN
 - 6-DROP INLETS AND SUBSURFACE DRAINAGE SYSTEM SHOWN IN BLUE
 - 7-MAINTENANCE OF SURFACE FLOWS NOT SHOWN AFFECTS ENTIRE LOT 35
 - 8-ALL THE ABOVE CAN BE RELOCATED AND RECONSTRUCTED PER APPROVAL OF THE SAMOA PACIFIC GROUP.



NOTES

THE BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD INFORMATION REFERENCED AND INFORMATION PROVIDED IN THE PRELIMINARY REPORT PREPARED FOR LOT 135 OF TRACT NO. 685, TOWN OF SAMOA SUBDIVISION, PHASE 1 FILED IN BOOK 25 OF MAPS, PAGES 127-141 BY HUMBOLDT LAND TITLE DATED JUNE 17, 2022. THE LOCATION OF THE BOUNDARIES AND EASEMENTS ARE NOT A RESULT OF A BOUNDARY FIELD SURVEY.

THE EASEMENTS AND UTILITIES IDENTIFIED AS "APPROXIMATE LOCATION" HEREON WERE SCALED FROM VARIOUS FIGURES PROVIDED BY HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT AND ARE NOT BASED ON A TITLE REPORT. THEIR LOCATIONS ARE INTENDED FOR PLANNING PURPOSES ONLY.

UNDERGROUND UTILITY NOTE:
 UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON A FIELD SURVEY OF VISIBLE EVIDENCE.

AND INFORMATION SHOWN ON THE GEORGIA PACIFIC DRAWING TITLED "SEWERS GENERAL ALIGNMENT YARD DRAINAGE" DATED FEBRUARY 7, 1972, DRAWING NUMBER D07-515, REV. 4, AND SHOWN ON THE GEORGIA PACIFIC CORPORATION DRAWING TITLED "FIRE PROTECTION GENERAL ARRANGEMENT PIPING PLAN", DRAWING NUMBER D-08-400 REV. NO. 10.

INFORMATION CONTAINED IN THE CALIFORNIA REDWOOD COMPANY FIDELITY NATIONAL TITLE INSURANCE COMPANY GUARANTEE NO. FHBT-F02300333, SNIPER ENTERPRISES, LLC FIDELITY NATIONAL TITLE INSURANCE COMPANY GUARANTEE NO. FHBT-F02300332, HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FIDELITY NATIONAL TITLE INSURANCE COMPANY GUARANTEE NO. FHBT-F02300450.

INFORMATION PROVIDED BY KELLEY-O'HEARN ASSOCIATES.

STATEMENT

THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN APRIL, 2022.

Matthew T. Herman 12/27/2023
 MATTHEW T. HERMAN PLS 8335 DATE



VERIFY SCALES
 1" = 300 FEET
 IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

335 S. MAIN ST.
 WILLITS, CA. 95460
 WWW.SHN-ESR.COM
 707-459-4618



NO.	DATE	REVISION	BY

HBHRCD
 REDWOOD MARINE MULTIPURPOSE TERMINAL
 EUREKA, CALIFORNIA
BOUNDARY AND EASEMENT PLOT

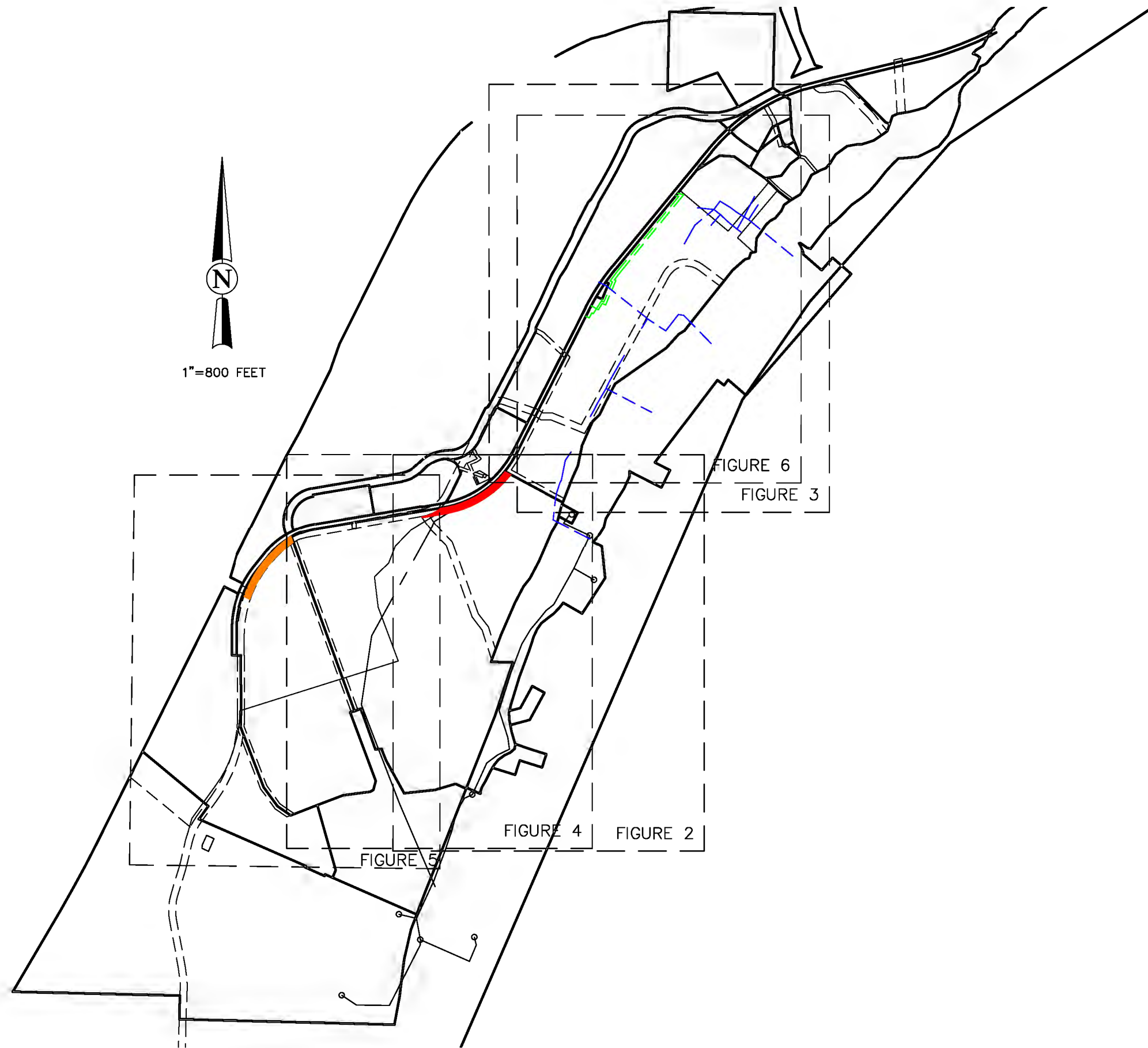
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12/2023

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HBHRC
RM
EUREKA, CALIFORNIA

DECEMBER 2023

022054-400V-Figure-Index-Fig-1

FIGURE
INDEX
SHN 022054-400

Figure 1

Potential Constraints and Recommendations

HBHRCD Tideland Parcel: Instrument Numbers 1722 OR 432, 2004-32662-10 HCR

- As mentioned above, the Preliminary Title Report for the HBHRCD Tideland Parcel did not include reference to Instrument Number 2004-32662-10 (Simpson Samoa Company to HBHRCD), a document that was included in the Preliminary Title Report for CRC and creates the easterly boundary of the HBHRCD Tideland Parcel and reserves the right to retain the use of the Red Tank area and associated facilities referred to as C-1 and C-2 as shown on Figure 2. The Access Use and Maintenance Agreement covering access to these facilities expires after 5 years of nonuse.

Recommendation: Verify with the apparent successor in interest to the Agreement (CRC) to determine if these facilities are currently in use or have been extinguished through nonuse.

- Also shown on Figure 2, is a proposed Industrial Water Line that connects to the Red Tank referred to above and the Red Tank intake and extends to the southerly end of the HBHRCD Tideland Parcel.

Recommendation: Verify with the adjoining industrial use to the south of the Project site that the water line is currently proposed and if so, how best to relocate it to avoid conflict with the Project development.

- As mentioned earlier, the easterly or bay side boundary of the HBHRCD Tideland Parcel as shown on Figures 2 and 3 is the result of the description of the boundary described in Instrument Number 2004-32662-10. The Preliminary Title Report refers to "The uncertainty of the location of the East boundary of the property herein described which is identified in its legislative grants to City of Eureka as being 'the thread of the Main Channel and the Arcata Channel as the same existed in 1945.'"

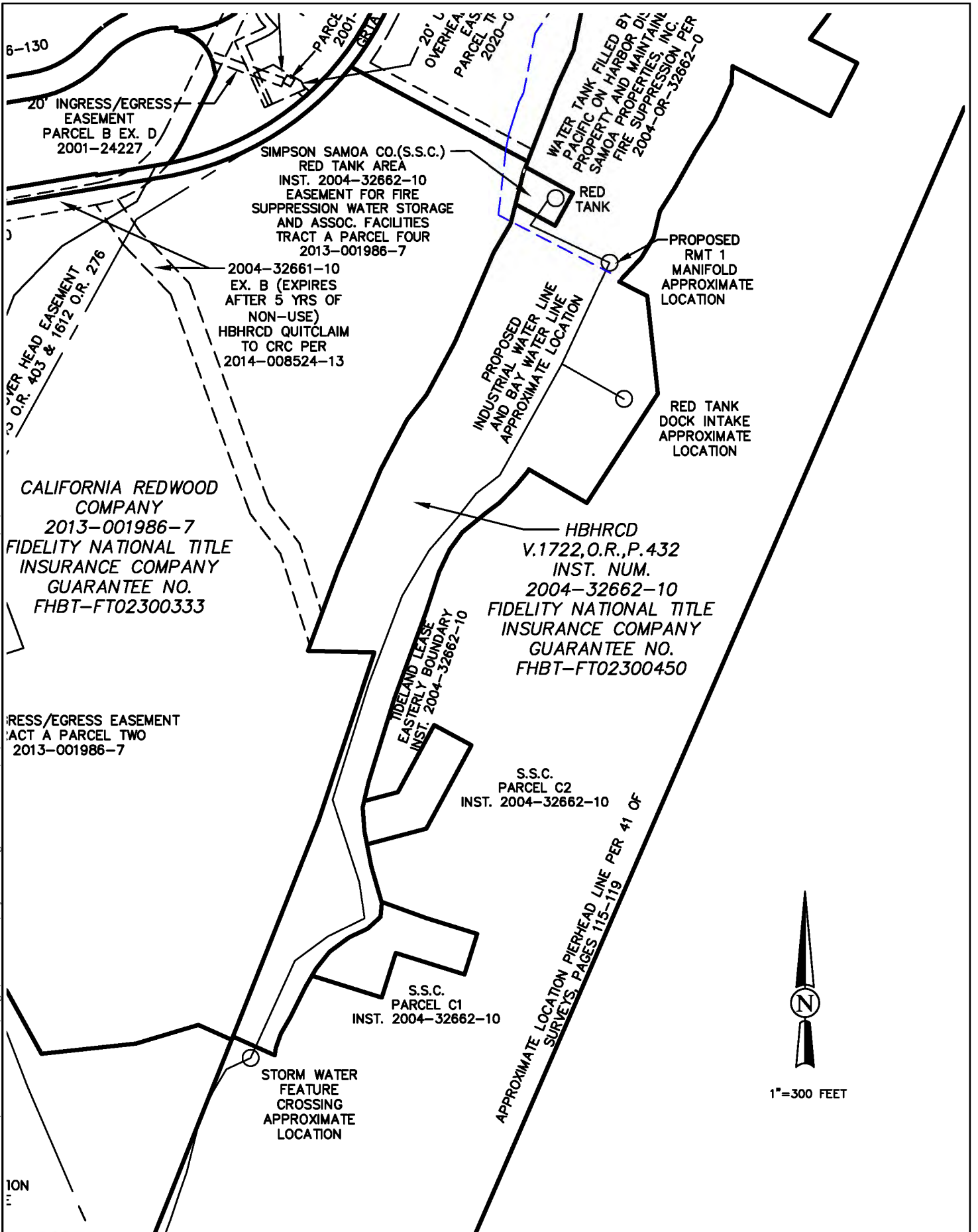
Recommendation: Verify with the City of Eureka that it will not assert a claim to the channel that might impact the Project.

- As shown on Figure 3, at least two and perhaps more storm drains cross the HBHRCD Tideland Parcel. The easements were reserved in the deed for Lot 135 and will impact the development of the Project. Although there is no reference to reservations for these potential easements in the Preliminary Title Report, they are likely an encumbrance on the HBHRCD Tideland Parcel because of long standing use.

Recommendation: Verify with SPG and TOS the necessity for their storm drains on the HBHRCD Tideland Parcel. If the necessity remains, negotiate with SPG and TOS for the location of existing and future easements to be established in areas that will not impact the Project and record the easements to avoid future conflict with the potential rights of SPG and TOS.



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HBHRCD
RMMT
EUREKA, CALIFORNIA

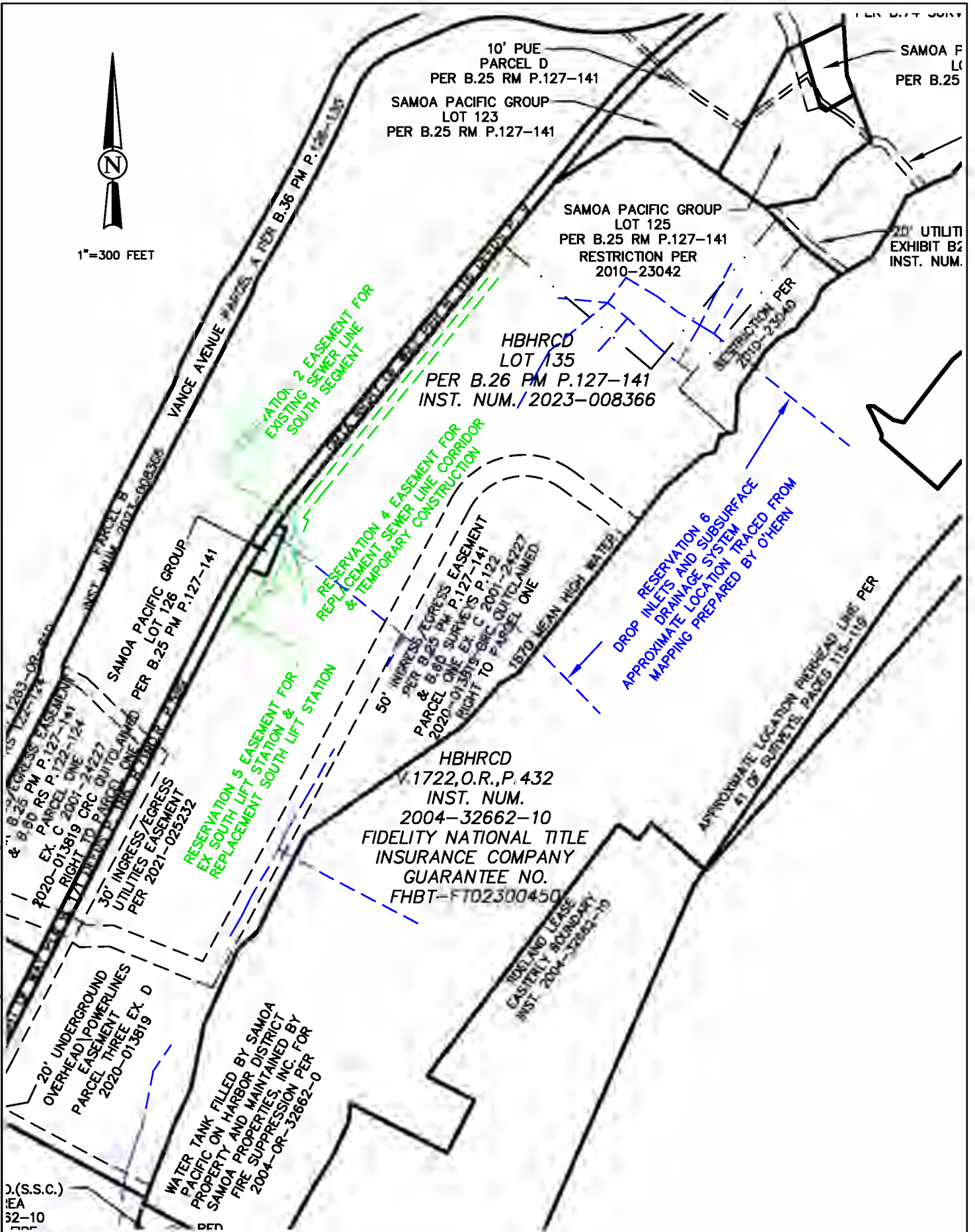
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TIDELAND PARCEL
SOUTHERLY PORTION
SHN 022054-400

022054-400V-Tidelands-Fig-2-and-Fig-3

Figure 2

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HBHRCD
 RMMT
 EUREKA, CALIFORNIA
 DECEMBER 2023

TIDELAND PARCEL
 NORTHERLY PORTION
 SHN 022054-400
 Figure 3

CRC Parcel: Instrument Number 2013-001986-7 HBR

- The 50-foot-wide ingress/egress easement shown on Figure 4 leaves the CRC Parcel before it extends to the southerly line of Lot 135. If Lot 135 is to be developed as an initial phase of the Project, then a new ingress/egress and public utilities easement will be required over the CRC Parcel. The new ingress/egress and public utilities easement is identified as the red highlighted area shown on Figure 4.

Recommendation: If access is required to Lot 135 prior to including the CRC Parcel into the Project, then negotiate with CRC for the agreement for a new ingress/egress and public utilities easement to extend to Lot 135.

- Existing Pacific Gas and Electric (PG&E) easements encumber the CRC Parcel. As shown on Figure 4, an overhead electrical and an underground gas line cross the property and will affect the use of the parcel for the Project.

Recommendation: Determine if the gas line is still in use and, if not, negotiate with PG&E for the abandonment of the easement and removal of the line. The overhead electrical line appears to be in use. Negotiate with PG&E to relocate the line either into the existing easements along the perimeter of the CRC and Sniper Parcels or to an area that will not impact the Project.

- As shown on Figure 4, PG&E has retained rights in the 50-foot ingress/egress easement along the northerly boundary of the CRC Parcel and has also reserved a small easement in favor of Arcata Community Recycling.

Recommendation: Verify with PG&E and the current recipient of the small easement that road construction will not impact their rights.

- A 50-foot-wide ingress/egress easement, Instrument # 2004-32661-10, crosses the CRC Parcel to the HBHRCD Tideland Parcel as shown on Figure 4. This easement appears to have been extinguished for nonuse and later quitclaimed to CRC.

Recommendation: While it is likely that this easement is no longer in effect, an additional conveyance further establishing its extinguishment may be necessary.

Sniper Enterprises, LLC Parcel: Instrument Number 2017-009175 HBR

- As shown on Figure 5, the area highlighted in orange is now considered a public road. This area is identified in the Humboldt County Department of Public Works Subdivision Requirements for the TOS as a Minor Collector Road (Attachment 5).

Recommendation: Verify with the County of Humboldt Department of Public Works that this road is suitable for the future industrial use of the Project.

- The approximate location of a PG&E gas line is shown on Figure 5.

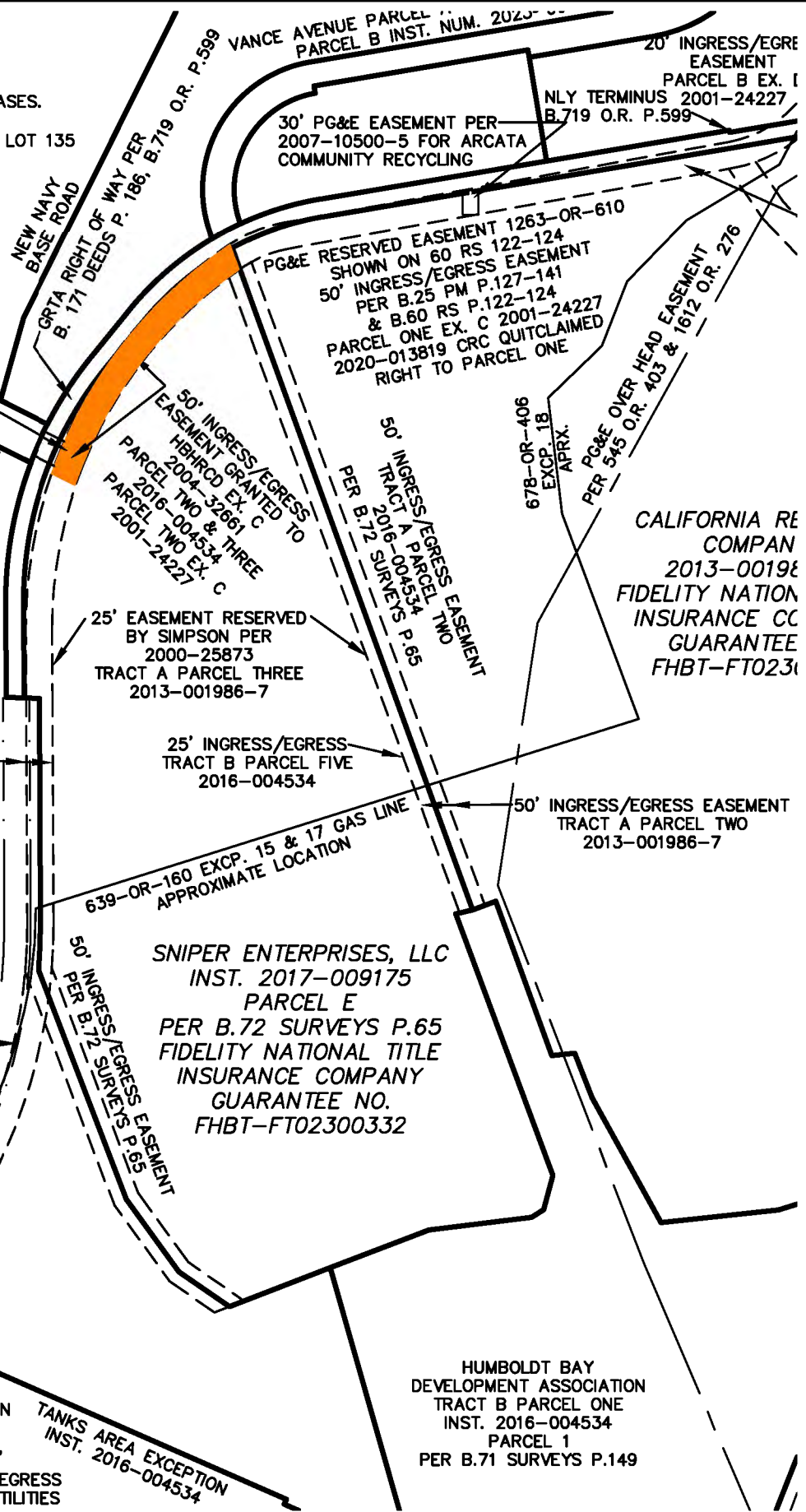
Recommendation: Verify with PG&E that this line is no longer in use or can be relocated to a location that will not impact the development of the Project.



COUNTY ROAD AND FUTURE ACCESS TO THE TOWN OF SAMOA FUTUTRE PHASES. CURRENTLY PRIVATE INGRESS/EGRESS EASEMENT IN FAVOR OF CRC, HBHRCD LOT 135 & THE TOWN OF SAMOA. SHOWN IN ORANGE



1"=300 FEET



50' INGRESS/EGRESS EASEMENT TRACT B PARCEL ONE & TWO 2017-009175

NORTH WIND MANAGEMENT, LLC INST. 2020-008070 PARCEL F PER B.72 SURVEYS P.65

50' RR EASEMENT B.190 DEEDS,P.371&373 B.207 O.R.,P.6 APPROXIMATE LOCATION PER O'HERN ALTA

200' EFFLUENT PIPE REPAIR/REPLACEMENT EASEMENT TRACT B PARCEL FOUR 2016-004534

SUB-STATION TANKS AREA EXCEPTION INST. 2016-004534 50' INGRESS/EGRESS PUBLIC UTILITIES

SNIPER ENTERPRISES, LLC INST. 2017-009175 PARCEL E PER B.72 SURVEYS P.65 FIDELITY NATIONAL TITLE INSURANCE COMPANY GUARANTEE NO. FHBT-FT02300332

HUMBOLDT BAY DEVELOPMENT ASSOCIATION TRACT B PARCEL ONE INST. 2016-004534 PARCEL 1 PER B.71 SURVEYS P.149

CALIFORNIA RECOMPAN 2013-00198 FIDELITY NATION INSURANCE CO GUARANTEE FHBT-FT0230

30' PG&E EASEMENT PER 2007-10500-5 FOR ARCATA COMMUNITY RECYCLING

PG&E RESERVED EASEMENT 1263-OR-610 SHOWN ON 60 RS 122-124 50' INGRESS/EGRESS EASEMENT PER B.25 PM P.127-141 & B.60 RS P.122-124 PARCEL ONE EX. C 2001-24227 2020-013819 CRC QUITCLAIMED RIGHT TO PARCEL ONE

50' INGRESS/EGRESS EASEMENT GRANTED TO HBHRCD EX. C PARCEL TWO & THREE 2016-004534 PARCEL TWO EX. C 2001-24227

25' EASEMENT RESERVED BY SIMPSON PER 2000-25873 TRACT A PARCEL THREE 2013-001986-7

25' INGRESS/EGRESS TRACT B PARCEL FIVE 2016-004534

639-OR-160 EXCP. 15 & 17 GAS LINE APPROXIMATE LOCATION

67B-OR-406 EXCP. 1B APRX.

PG&E OVER HEAD EASEMENT PER 545 O.R. 403 & 1612 O.R. 276

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HBHRCD
RMMT
EUREKA, CALIFORNIA
DECEMBER 2023

SNIPER ENTERPRISES, LLC
PARCEL
SHN 022054-400
022054-400V-Sniper-Fig-5

Figure 5

HBHRCD Parcel Lot #135: Per Book 26 of Parcel Maps Pages 127-141, TOS Phase 1 and Instrument Number 2023-008366

- Phase 1 of 22 Phases of the development of the TOS has been approved by the County of Humboldt. The Subdivision Maps, Development Plans, and Conditions of Approval for the future phases of the TOS are yet to be determined and may impact the development of the Project.

Recommendation: Work with the TOS and Humboldt County to identify potential future conditions of the build-out of the TOS that will impact the development of the Project

- The conveyance of Lot 135 from SPG to the HBHRCD is recorded in Instrument #2023-008366. This deed also conveys to the HBHRCD the right of use in Vance Avenue. As shown on and listed in Figure 5, the "Grantor Reserves the Following Easements from the Conveyed Property":
 - Easement for Existing Sewer Line-North Segment
 - Easement for Existing Sewer Line-South Segment
 - Easement for North West Lift Station
 - Replacement Sewer Line Corridor and Temporary Construction Easement
 - Existing South Lift Station and Replacement South Lift Station
 - Drop Inlets and Subsurface Drainage System
 - Maintenance of Surface Flows
 - Grantee shall have the right to relocate and reconstruct any or all of the Reserved Easements with approval of SPG and TOS.

Recommendation: These reservations are potentially problematic for the development of the Project. The HBHRCD and the Project team should open a dialogue with TOS and the County of Humboldt to define the requirements for the completion of the remaining phases of the TOS. With that information, the need for easements serving the TOS can be defined and incorporated in the Project in a way that is conducive to the Project development. It is important to reduce these general easements that impact the Project to specific and recorded easements that can be considered in the final Project design.

Limitations

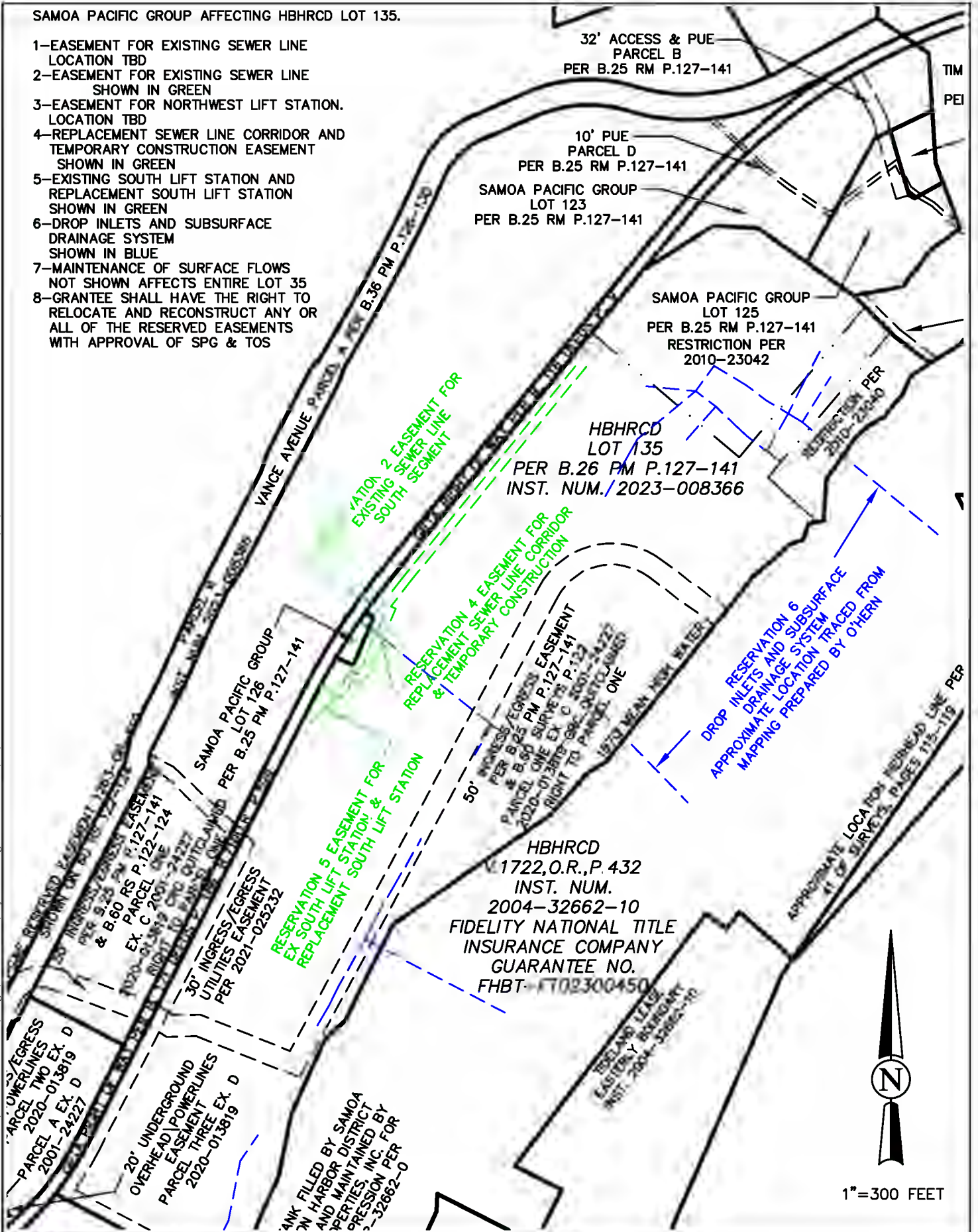
As previously mentioned, there are several outstanding issues with the title documents that are the basis for the Analysis that need to be verified. This Report is based upon information available to date and the additional effort outlined in the Recommendations may yield additional constraints to the Project.



SAMOA PACIFIC GROUP AFFECTING HBHRCD LOT 135.

- 1-EASEMENT FOR EXISTING SEWER LINE LOCATION TBD
- 2-EASEMENT FOR EXISTING SEWER LINE SHOWN IN GREEN
- 3-EASEMENT FOR NORTHWEST LIFT STATION. LOCATION TBD
- 4-REPLACEMENT SEWER LINE CORRIDOR AND TEMPORARY CONSTRUCTION EASEMENT SHOWN IN GREEN
- 5-EXISTING SOUTH LIFT STATION AND REPLACEMENT SOUTH LIFT STATION SHOWN IN GREEN
- 6-DROP INLETS AND SUBSURFACE DRAINAGE SYSTEM SHOWN IN BLUE
- 7-MAINTENANCE OF SURFACE FLOWS NOT SHOWN AFFECTS ENTIRE LOT 35
- 8-GRANTEE SHALL HAVE THE RIGHT TO RELOCATE AND RECONSTRUCT ANY OR ALL OF THE RESERVED EASEMENTS WITH APPROVAL OF SPG & TOS

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HBHRCD
RMMT
EUREKA, CALIFORNIA

HBHRCD
Lot 135
SHN 022054-400

Rob Holmlund (HBHRCD)

Preliminary Title Constraints Analysis Report, RMMT, Eureka, CA

April 23, 2024

Page 5

Thank you for this opportunity to work with you and Moffatt and Nichol on this very important and exciting project. If after your review of this report, you have questions or need additional information please do not hesitate to contact us.

Sincerely,

SHN



Thomas M. Herman, PLS 4805
Senior Surveyor



Matthew T. Herman, PLS 8335
Senior Surveyor

TMH/MTH:ame

- Attachments:
1. Condition of Title - HBHRCD
 2. Condition of Title - CRC
 3. Condition of Title - Sniper
 4. 2023-008366 HBHRCD
 5. Humboldt County DPW Memo



Condition of Title - 1
HBHRCD

CONDITION OF TITLE

Issued By:



Fidelity National Title
Insurance Company

Guarantee Number:

FHBT-FTO2300450

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Fidelity National Title Company of California
930 Sixth St, #200
Eureka, CA 95501

Countersigned By:

Gary Duncan
Authorized Officer or Agent



Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Felicity Barstow Fidelity National Title Company of California 930 Sixth St, #200 Eureka, CA 95501 Phone: 707-683-4913 Main Phone: (707)443-2824 Email: Felicity.Barstow@titlegroup.fntg.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$5,000.00	\$500.00	Felicity Barstow

Date of Guarantee: October 27, 2023 at 07:30 AM

1. Name of Assured: SHN Consulting Engineers and Geologists, Inc.
2. The estate or interest in the Land which is covered by this Guarantee is:

A Fee

3. The Land referred to in this Guarantee is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Humboldt Bay Harbor, Recreation and Conservation District, a public corporation as to the title acquired by 1970 Statutes Chapter 1283 and The Quitclaim Deed recorded December 29, 1983 in [Book 1722, Page 432, Official Records](#) of Humboldt County and the State of California as to the remainder

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [401-031-040-000 and 401-031-041-000](#)

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

Parcel One:

Paragraph I

Bounded on the West by the line described in Paragraph II below;

bounded on the North by a line consisting of two courses described as follows:

BEGINNING at the point last described in Paragraph II below, to wit: a point bearing North 45° 53' East 32.08 feet from a point having California Coordinates N 550225.92, E 1398417.45;

thence (1) East parallel with the Northerly line of Section 15 to the Southwesterly line of State Highway Route 255;

thence (2) Southeasterly along said line;

bounded on the East by the Westerly line of those lands granted by the legislature to the City of Eureka pursuant to Chapter 187, Statutes of 1927, Chapter 225, Statutes of 1945 and Chapter 1086, Statutes of 1970;

bounded on the South by a line consisting of three courses described as follows:

BEGINNING at a point located South 88° 32' 46" East 1472.10 feet from the West quarter corner of Section 21, T5N, R1W, H.B. &M., said corner having California Coordinates of N 542832.25, E 1392231.11; thence (1) South 88° 32' 46" East, 82.34 feet;

thence (2) North 10° 44' 00" East, 4.09 feet;

thence (3) South 66° 30' 53" East.

Paragraph II

BEGINNING at the intersection of the mean high water line, as said line existed in the year 1870, with the Easterly extension of the East-West quarter section line of Section 21, T5N, R1W, H.B.&M. Said intersection bears South 88° 32' 46" East 1472.10 feet from the West quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11;

thence along said Easterly extension, South 88° 32' 46" East, 82.34 feet to the intersection with the mean low water line, as it existed in the year 1870, said point of intersection being the true point of beginning;

thence Northerly along said tide line, the following courses:

North 10° 44' 00" East, 204 feet;

North 06° 44' East, 145 feet;

North 07° 11' East, 128 feet;

North 12° 47' East, 221 feet;

North 20° 52' East, 298 feet;

North 21° 39' East, 1352 feet;

EXHIBIT "A"
Legal Description

North 18° 21' East, 416.67 feet to a point on the Easterly extension of the North line of said Section 21 which lies South 88° 32' 46" West 2345.38 feet from the Northwest corner of said Section 21, said section corner having California Coordinates of N 545469.83, E 1392296.45;

thence North 88° 32' 46" West, 156.47 feet along the North line of said Section 21 to a point South 88° 32' 46" East 2188.91 feet from the Northwest corner of said Section 21, said point being the intersection of mean high water line, as it existed in 1870, and the North line of Section 21;

thence Northerly along said mean high water line, the following courses:

North 20° 19' East, 207.37 feet;

North 23° 14' East, 254. feet;

North 27° 55' East, 132. feet;

North 37° 57' East, 75. feet;

North 28° 13' East, 140. feet;

North 23° 28' East, 231. feet;

North 30° 28' East, 79. feet;

North 14° 02' East, 124. feet;

North 21° 09' East, 213. feet;

North 24° 44' East, 98. feet;

North 11° 32' East, 150. feet;

North 24° 01' East, 192. feet;

North 45° 34' East, 71. feet;

North 25° 41' East, 88. feet;

North 27° 03' East, 161. feet;

North 55° 07' East, 451. feet;

North 41° 59' East, 135. feet;

North 58° 14' East, 49. feet;

North 38° 40' East, 45. feet;

North 38° 30' East, 512. feet;

North 48° 46' East, 118. feet;

North 74° 35' East, 30. feet;

North 19° 17' East, 42. feet;

North 78° 41' East, 36. feet;

North 03° 32' East, 97. feet;

EXHIBIT "A"
Legal Description

North 34° 45' East, 119. feet;
North 46° 58' East, 41. feet;
North 59° 56' East, 44. feet;
North 39° 42' East, 69. feet;
North 24° 20' East, 46. feet;
North 54° 35' East, 55. feet;
North 59° 09' East, 84. feet;
North 33° 41' East, 79. feet;
North 27° 10' East, 85. feet;
North 62° 25' East, 76. feet;
North 69° 46' East, 40. feet;
North 40° 06' East, 50. feet;
North 31° 55' East, 72. feet;
North 54° 08' East, 102. feet;
North 79° 20' East, 70. feet;
South 88° 19' East, 34. feet;
North 72° 21' East, 92. feet;
North 56° 07' East, 84. feet;
North 52° 31' East, 38. feet;
North 19° 23' East, 114. feet;
North 65° 46' East, 44. feet;
North 80° 59' East, 83. feet;
North 76° 10' East, 67. feet;
North 72° 15' East, 52. feet;
North 51° 08' East, 172. feet;
North 54° 36' East, 140. Feet;
North 47° 44' East, 89. feet;
North 60° 42' East, 47. feet;
North 25° 46' East, 97. feet;
North 52° 18' West, 28. feet;
North 68° 50' West, 33. feet;

EXHIBIT "A"
Legal Description

North 41° 30' East, 35. feet;

North 59° 02' East, 58. feet;

North 28° 37' East, 63. feet;

North 31° 09' East, 157. feet;

North 46° 08' East, 107. feet;

North 61° 11' East, 46. feet;

North 57° 10' East, 37. feet;

North 66° 24' East, 95. feet;

North 60° 28' East, 34 feet to a point having California Coordinates N 550225.92, E 1398417.45, said point also bears South 57° 08' 22" East 814.16 feet from the Northwest corner of Section 15, T5N, R1W, H.B. &M. as shown in [Book 10 of Surveys, Page 74](#), Humboldt County Records, said section corner having California Coordinates N 550667.68, E 1397733.56;

thence North 45° 53' East, 32.08 feet to the U.S. meander line of said Section 15, as shown on the official township plat prepared by the U.S. General Land Office, and the end of the herein-described line.

Bearings and distances herein are based on the California Coordinate System, Zone 1.

Parcel Two:

A non-exclusive right of way 60 feet in width, granted by Simpson Samoa Company, a Washington Corporation, by Grant Deed of Easement recorded January 21, 2000 as [Instrument No. 2000-1423](#), Humboldt County Records.

SCHEDULE B

1. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
4. Any adverse claim based upon the assertion that:
 - a. Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Humboldt Bay in the event the boundary of said bay has been artificially raised or is now or at any time has been below the high watermark, if said bay is in its natural state.
 - b. Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Humboldt Bay, or has been formed by accretion to any such portion.
5. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Humboldt Bay.
6. Any paramount rights of the United States of America, including, but not limited to, rights of commerce and navigation.
7. The public trust and sovereign rights of the State of California.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of California
Purpose: Freeway
Recording Date: July 15, 1968
Recording No.: Book 967, Page 544, of Official Records

Affects: A portion of the Land described herein.

Reference is hereby made to said document for full particulars.
9. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California
Name of Street or Highway: Samoa Bridge / State Highway 255

SCHEDULE B

(continued)

10. The conditions, provisions and reservations imposed by Chapter 1283 of 1970 Statutes and the effect of any failure to comply therewith including:
- a) A right of convenient access over the land to the water.
 - b) A reservation unto the State of California of all minerals including oil and gas, excluding sand, gravel and inert earth.
 - c) The rights of the State to use the lands for highway purposes.
 - d) Reversion rights in favor of the State of California.
 - e) Prohibition against any transfers of title to individuals or corporations.
11. The uncertainty of the location of the East boundary of the property herein described which is identified in its legislative grants to City of Eureka as being, "the thread of the Main Channel and the Arcata Channel as the same existed in 1945;" and the effect of any claim asserted by the City of Eureka.
12. The rights of Louisiana Pacific Corporation as lessee under an unrecorded lease dated July 1, 1982 from Humboldt Bay Harbor, Recreation and Conservation District, as lessor, disclosed by the Quitclaim Deed recorded December 29, 1983 in [Book 1722, Page 432](#) of said records.
13. The effect of and any other matters contained in that certain document
- Entitled: Approval of Boundary Line Agreement and Authorization to Settle Lawsuit;
Humboldt Bay Harbor, Recreation and Conservation District V.
Louisiana Pacific Corporation
- Recording Date: December 29, 1983
[Recording No.:](#) [Book 1722, Page 454, of Official Records](#)
- Reference is hereby made to said document for full particulars.
- Affects: The herein described Land and other land.
14. The effect of and any other matters contained in that certain document
- Entitled: Judgment of Stipulation for Entry of Judgment
Plaintiff: The Humboldt Bay Harbor, Recreation, and Conservation District
Defendants: Louisiana Pacific Corporation, a corporation; et al
Dated: February 3, 1984
Recording Date: February 8, 1984
[Recording No.:](#) [Book 1725, Page 1075, of Official Records](#)
- Reference is hereby made to said document for full particulars.
- Affects: The herein described Land and other land.
15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on:
- [Book 60 of Surveys, Pges 56-59;](#)
[Book 60 of Surveys, Pages 122-124;](#)
[Book 68 of Surveys, Pages 67-68;](#)
[Book 74 of Surveys, Page 47](#)

SCHEDULE B

(continued)

16. The effect of a variation in the bearings and distances shown on the Record of Survey recorded in [Book 68 of Surveys, Pages 67](#) and 68, Humboldt County Records, with those shown in/on the description herein.
17. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Humboldt County
Fiscal Year: 2018-2019
Taxpayer: Chris Starbird and Starbird Mariculture
County ID No.: Lien No. 27965
Amount: \$329.35
Recording Date: December 22, 2020
[Recording No.:](#) [2020-024730, of Official Records](#)

Note: Certificate of Lien references [APN: 401-031-040-000](#)

Reference is hereby made to said document for full particulars.

18. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
19. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

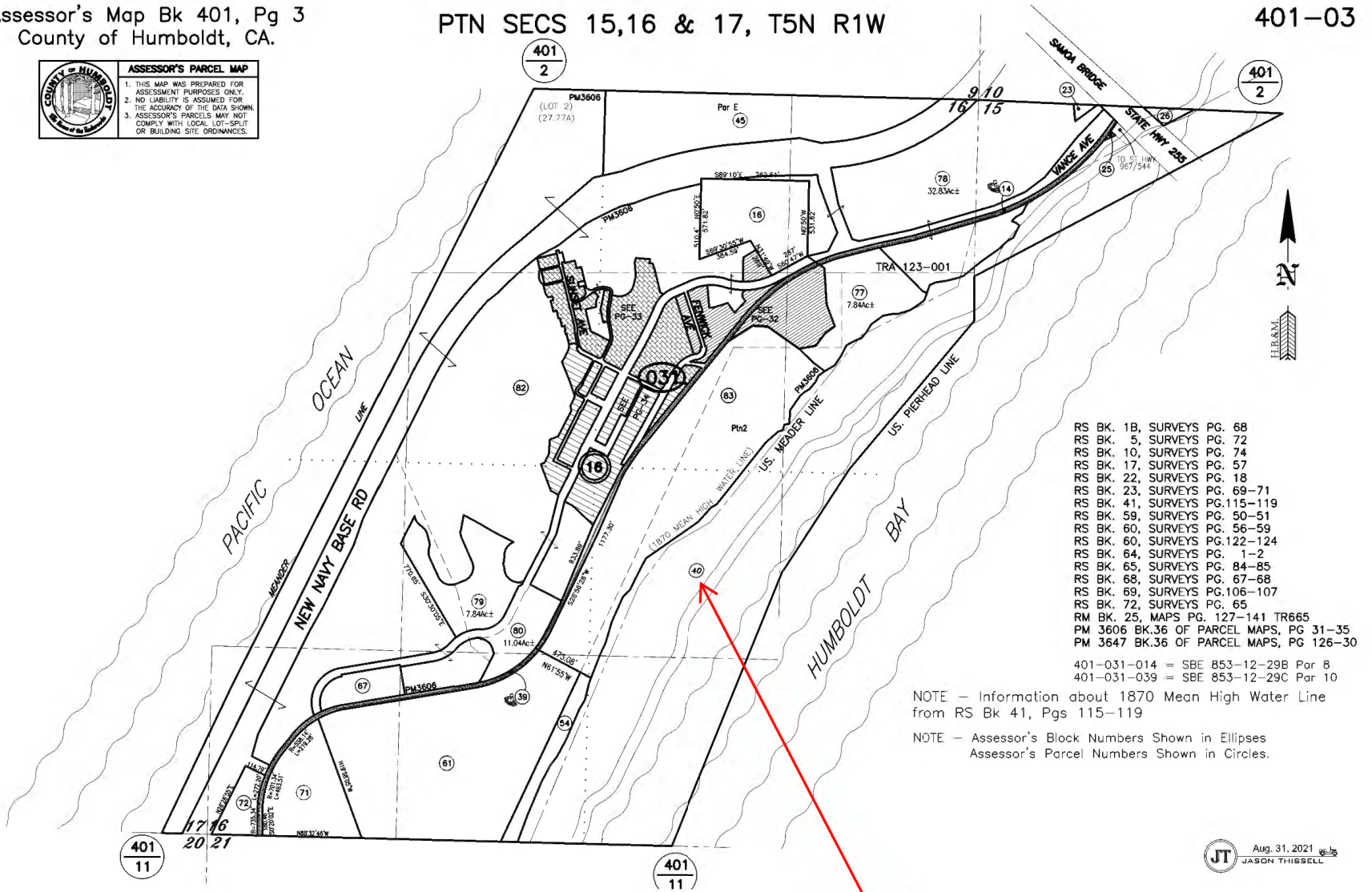
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS



ASSESSOR'S PARCEL MAP
 1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
 2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
 3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



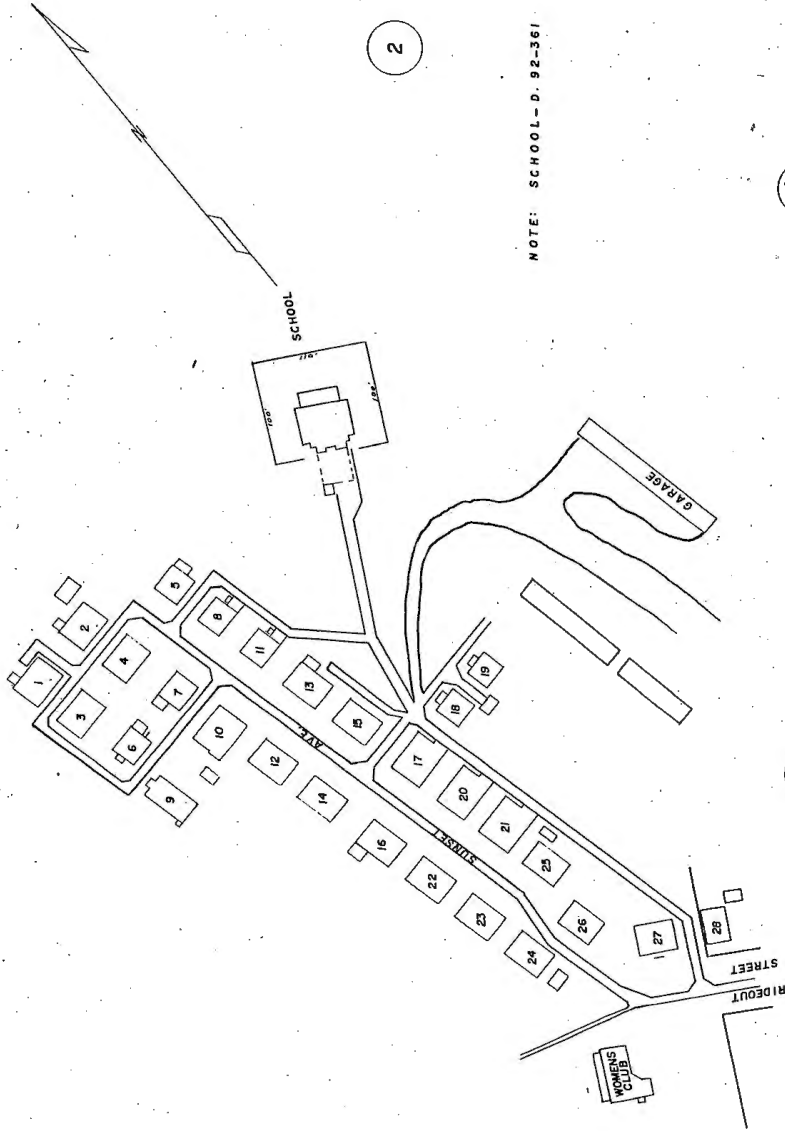
- RS BK. 1B, SURVEYS PG. 68
 - RS BK. 5, SURVEYS PG. 72
 - RS BK. 10, SURVEYS PG. 74
 - RS BK. 17, SURVEYS PG. 57
 - RS BK. 22, SURVEYS PG. 18
 - RS BK. 23, SURVEYS PG. 69-71
 - RS BK. 41, SURVEYS PG.115-119
 - RS BK. 59, SURVEYS PG. 50-51
 - RS BK. 60, SURVEYS PG. 56-59
 - RS BK. 60, SURVEYS PG.122-124
 - RS BK. 64, SURVEYS PG. 1-2
 - RS BK. 65, SURVEYS PG. 84-85
 - RS BK. 68, SURVEYS PG. 67-68
 - RS BK. 69, SURVEYS PG.106-107
 - RS BK. 72, SURVEYS PG. 65
 - RM BK. 25, MAPS PG. 127-141 TR665
 - PM 3606 BK.36 OF PARCEL MAPS, PG 31-35
 - PM 3647 BK.36 OF PARCEL MAPS, PG 126-30
- 401-031-014 = SBE 853-12-29B Par 8
 401-031-039 = SBE 853-12-29C Par 10

NOTE - Information about 1870 Mean High Water Line from RS Bk 41, Pgs 115-119
 NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles.



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

SAMOA
SEC 16, 5 N 1 W



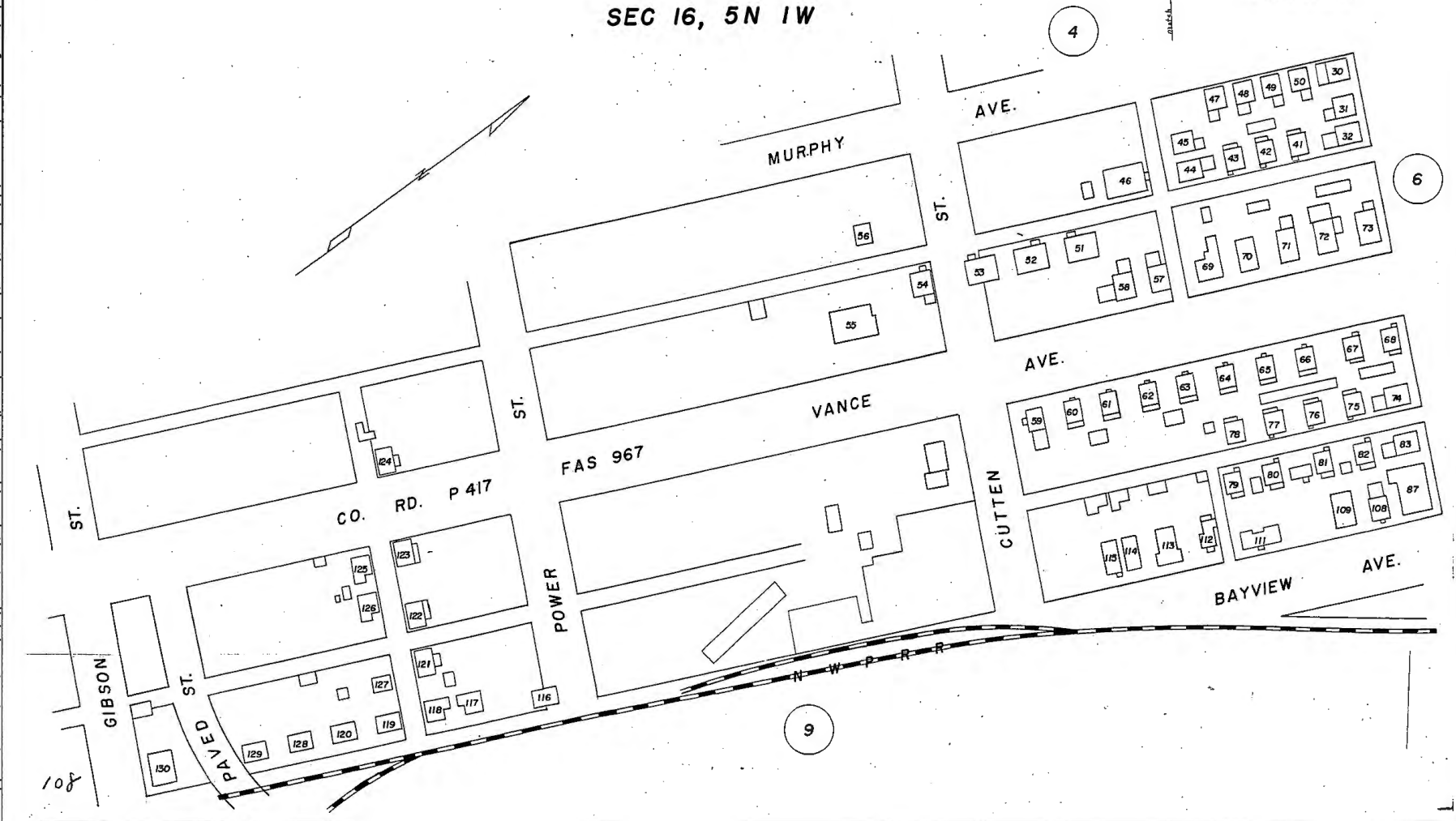
NOTE: SCHOOL - D. 92-361

107

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

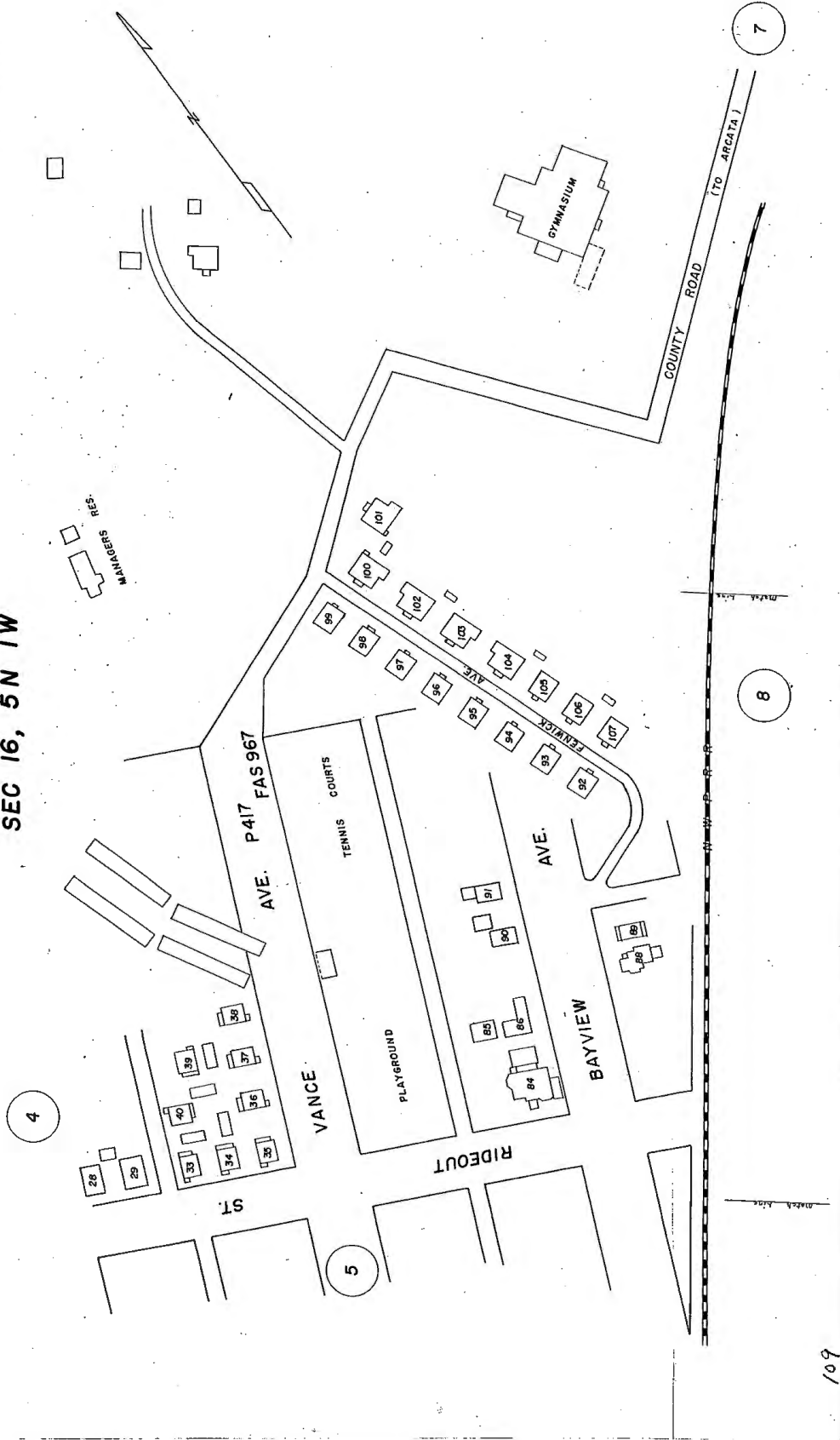
TOWN OF SAMOA

SEC 16, 5N 1W



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

TOWN OF SAMOA
SEC 16, 5N 1W



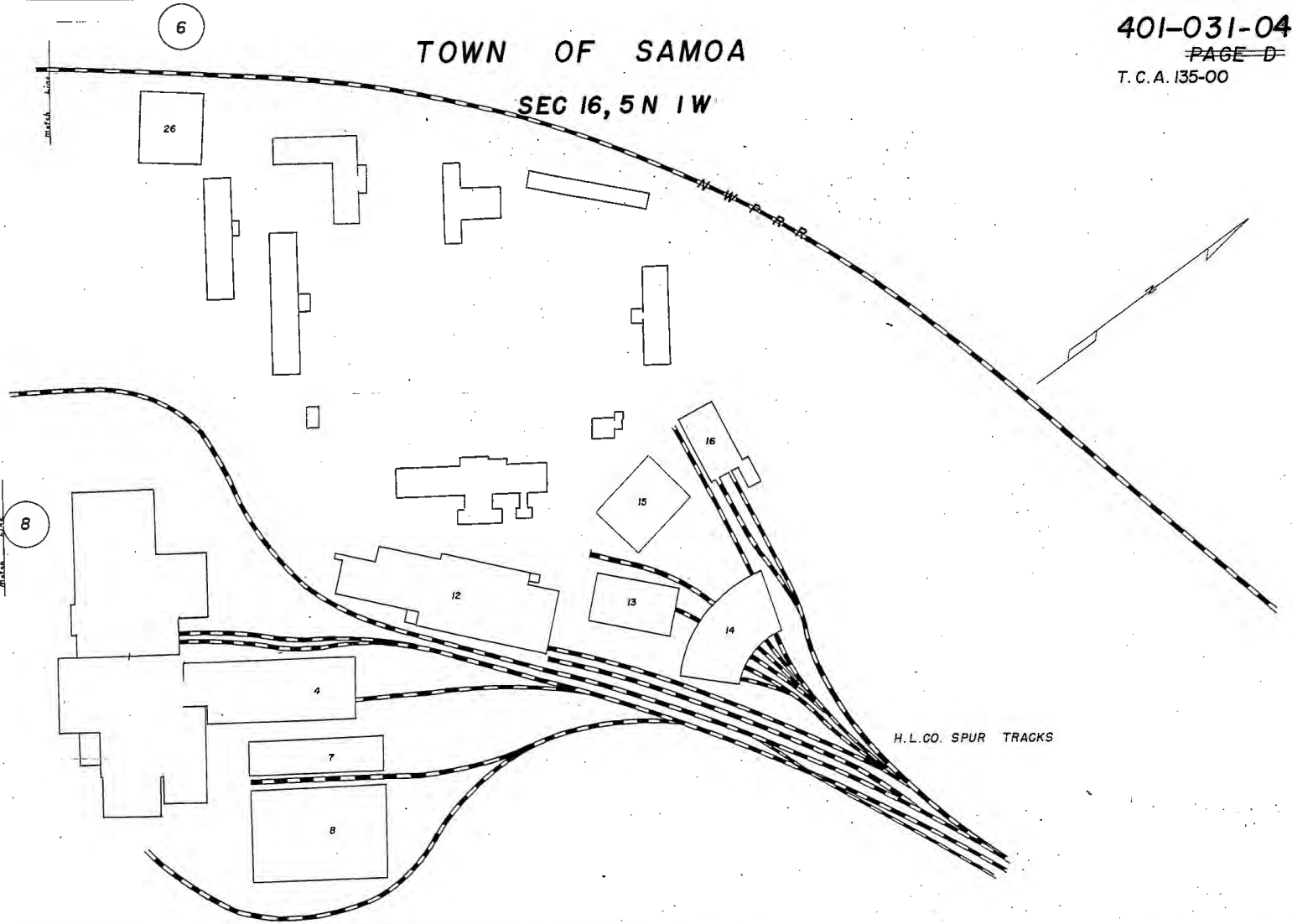
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

TOWN OF SAMOA

SEC 16, 5 N 1 W

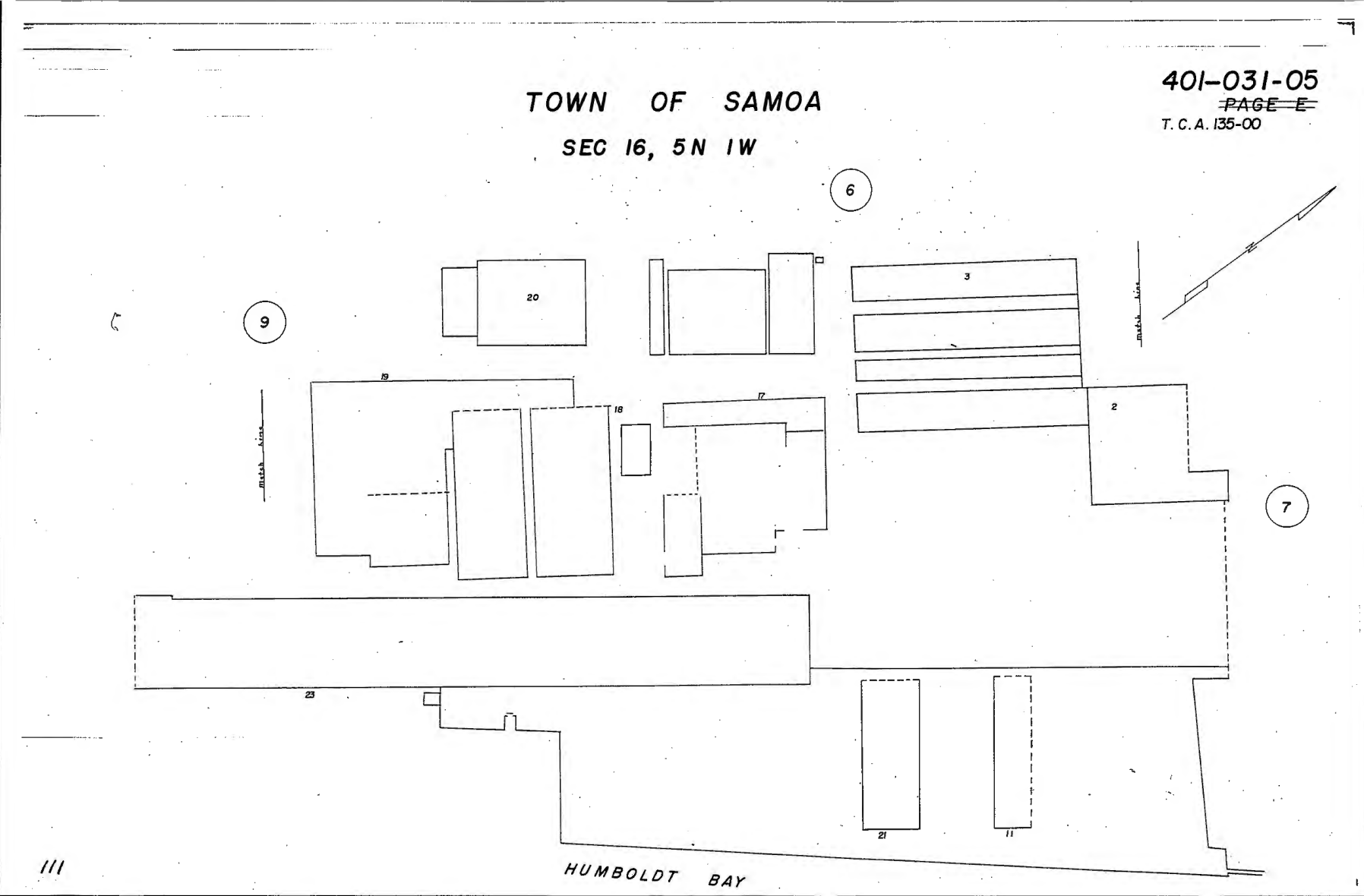
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H. L. CO. SPUR TRACKS



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

TOWN OF SAMOA
SEC 16, 5 N 1 W



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

401-031-06
~~PAGE F~~
T.C.A. 135-00

TOWN OF SAMOA
SEC 16, 5N 1W



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Condition of Title - CRC 2

Title Report

Humboldt Land Title
Title Officer: Felicity Barstow

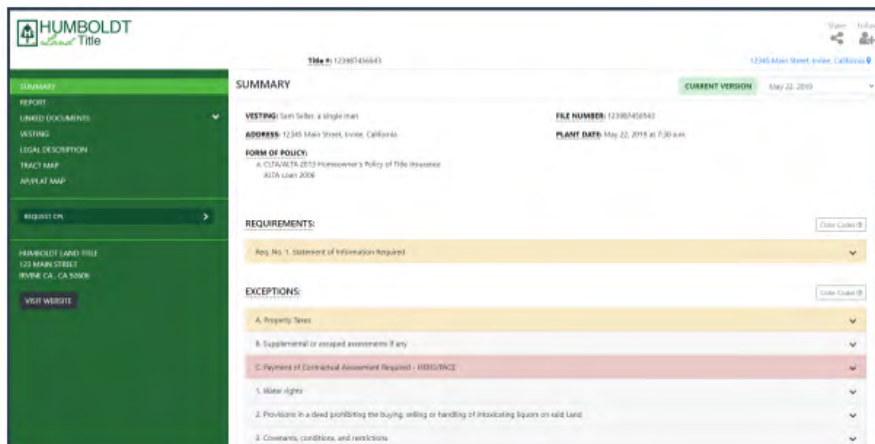
File No.: FHBT-FTO2300333

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CONDITION OF TITLE

Issued By:



Fidelity National Title
Insurance Company

Guarantee Number:

FHBT-FTO2300333

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Fidelity National Title Company of California
930 Sixth St, #200
Eureka, CA 95501

Countersigned By:

Handwritten signature of Gary Duncan in black ink.

Gary Duncan
Authorized Officer or Agent



Fidelity National Title Insurance Company

By:

Handwritten signature of Michael J. Nolan in black ink.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Felicity Barstow Fidelity National Title Company of California 930 Sixth St, #200 Eureka, CA 95501 Phone: 707-683-4913 Main Phone: (707)443-2824 Email: Felicity.Barstow@titlegroup.fntg.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$5,000.00	\$500.00	Felicity Barstow

Date of Guarantee: August 11, 2023 at 07:30 AM

1. Name of Assured: SHN Consulting Engineers and Geologists, Inc.
2. The estate or interest in the Land which is covered by this Guarantee is:

A Fee as to Parcel(s) One and One-A
 Easement(s) more fully described below as to Parcel(s) Two Three and Four

3. The Land referred to in this Guarantee is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is [vested in:](#)
 California Redwood Company, a Washington corporation
- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [401-031-054-000](#), [401-031-061-000](#) and [401-112-013-000](#)

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

PARCEL ONE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 21, THAT BEARS S 88° 32' 46" E, 1062.11 FEET FROM THE NORTHWEST CORNER OF SAID SECTION;
THENCE S 19° 58' 05" E, 408.98 FEET;
THENCE N 69° 30' 50" E 47.32 FEET;
THENCE S 19° 55' 20" E, 311.69 FEET;
THENCE N 84° 15' 50" E, 43.92 FEE;
THENCE S 21° 13' 20" E, 90.39 FEET;
THENCE S 28° 58' 05" E, 270.98 FEET;
THENCE N 83° 50' 20" E, 224.07 FEET;
THENCE N 73° 22' 00" E, 153.65 FEET;
THENCE S 65° 53' 10" E, 85.95 FEET TO THE 1870 MEAN LOW WATER LINE, BEING THE LINE DESCRIBED IN [BOOK 1722 OF OFFICIAL RECORDS, PAGE 440](#), HUMBOLDT COUNTY RECORDS; THENCE N 21° 39' EAST ALONG SAID LINE, 556.40 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE N 18° 21' E, CONTINUING ALONG SAID LINE, 416.36 FEET TO THE NORTH LINE OF SAID SECTION 21;
THENCE N 88° 32' 46" W, ALONG THE NORTH LINE OF SAID SECTION 21 156.47 FEET TO THE 1870 MEAN HIGH WATER LINE, BEING THE LINE DESCRIBED IN [BOOK 1722 OF OFFICIAL RECORDS, PAGE 440](#);
THENCE NORTHERLY ALONG SAID LINE TO A POINT THAT BEARS S 61° 55' 00" E FROM A POINT THAT BEARS N 63° 33' 25" E, 2754.11 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE N 61° 55' 00" W, 273.08 FEET TO SAID POINT;
THENCE CONTINUING N 61° 55' 00" W, 200.00 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND CONVEYED TO NORTHWESTERN PACIFIC RAILROAD CO. BY DEED RECORDED FEBRUARY 2, 1925 IN [BOOK 171 OF DEEDS, PAGE 186](#), HUMBOLDT COUNTY RECORDS;
THENCE SOUTHWESTERLY ALONG SAID LINE TO A POINT THAT BEARS N 19° 58' 05" W FROM THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO LOUISIANA-PACIFIC SAMOA, INC. BY DEED RECORDED DECEMBER 7, 2000 AS [INSTRUMENT NO. 2000-25873-2](#);
THENCE S 19° 58' 05" E, 20 FEET, MORE OR LESS TO SAID MOST NORTHERLY CORNER;
THENCE S 19° 58' 05" E, ALONG THE EAST LINE OF SAID PARCEL, 910.90 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:

LOTS 36, 37 AND 38 IN BLOCK 1
LOTS 19, 20, 21, 38, 39 AND 40 IN BLOCK 2
LOTS 38, 39 AND 40 IN BLOCK 3.

BEING THE SAME LANDS DESCRIBED IN LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE RECORDED AUGUST 30, 2002 AS [INSTRUMENT NO. 2002-27868-4](#), HUMBOLDT COUNTY OFFICIAL RECORDS.

PARCEL ONE-A

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 36,37 AND 38 IN BLOCK 1
LOTS 19, 20, 21, 38, 39 AND 40 IN BLOCK 2
LOTS 38, 39 AND 40 IN BLOCK 3.

EXHIBIT "A"
Legal Description

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, 50 FEET IN WIDTH, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SECTION 16, TOWNSHIP 5 NORTH RANGE 1 WEST HUMBOLDT MERIDIAN, AT A POINT BEARING SOUTH 88 DEGREES 32 MINUTES 46 SECONDS EAST, 1062.11 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION;
THENCE SOUTH 19 DEGREES 58 MINUTES 05 SECONDS EAST 408.98 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, 25 FEET IN WIDTH, ALONG THE EAST, NORTH AND WEST LINES OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO LOUISIANA-PACIFIC SAMOA, INC. RECORDED DECEMBER 7, 2000 AS [INSTRUMENT NO. 2000-25873-2](#), HUMBOLDT COUNTY OFFICIAL RECORDS.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR FIRE SUPPRESSION WATER STORAGE AND ASSOCIATED FACILITIES OVER THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT ANGLE POINT NO. 27 OF THE 1870 MEAN HIGH WATERLINE, BEING THE LINE DESCRIBED IN [BOOK 1722 OF OFFICIAL RECORDS, PAGE 440](#), SAID POINT BEING SHOWN IN BOOK 41 SURVEYS, PAGE 115 THROUGH 119, HUMBOLDT COUNTY RECORDS;
THENCE N 21° 09' 00" E, ALONG SAID MEAN HIGH WATER LINE, 13.73 FEET; THENCE S 61° 17' 35" E, 127.21 FEET;
THENCE S 28° 42' 25" W, 88.00 FEET;
THENCE N 61° 17' 35" W, 105.92 FEET TO SAID MEAN HIGH WATER LINE; AND
THENCE N 14° 02' 00" E, ALONG SAID MEAN HIGH WATER LINE, 76.90 FEET TO THE POINT OF BEGINNING.

BEING THE SAME AS RESERVED IN, AND SUBJECT TO THAT CERTAIN ACCESS USE AND MAINTENANCE AGREEMENT REFERRED TO IN QUITCLAIM DEED TO THE HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT RECORDED SEPTEMBER 28, 2004 AS [INSTRUMENT NO. 2004-32662-10](#), HUMBOLDT COUNTY OFFICIAL RECORDS.

SCHEDULE B

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [401-031-054-000](#)
 Fiscal Year: 2022-2023
 1st Installment: \$682.08
 2nd Installment: \$682.08
 Land: \$66,533.00
 Code Area: 123-001

3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [401-031-061-000](#)
 Fiscal Year: 2022-2023
 1st Installment: \$6,117.47
 2nd Installment: \$6,117.47
 Land: \$238,937.00
 Improvements: \$406,247.00
 Code Area: 123-001

4. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [401-112-013-000](#)
 Fiscal Year: 2022-2023
 1st Installment: \$6,240.76
 2nd Installment: \$6,240.76
 Land: \$918,296.00
 Improvements: \$153,040.00
 Code Area: 123-006

5. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

6. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

7. Water rights, claims or title to water, whether or not disclosed by the public records.

8. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

9. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Humboldt Bay and the Pacific Ocean.

10. Any adverse claim based upon the assertion that any portion of said land was not tideland or submerged land which was available for disposition by the State of California, or that any portion thereof has ceased to be tidelands or submerged lands by reason of erosion or by reason of having become upland by accretion.

SCHEDULE B
(continued)

11. Rights and easements for commerce, navigation and fishery.
12. Any adverse claim based upon the assertion that any portion of said land was not tideland which was available for disposition by the State of California, or that any portion thereof has become submerged land by reason of erosion or has become upland by reason of accretion.
13. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: George M. Fay
Purpose: Right of way
Recording Date: October 30, 1891
[Recording No.:](#) [Book 39, Page 608, of Deeds](#)
Affects: 100 foot strip which may affect Parcel One
- The exact location and extent of said easement is not disclosed of record.
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Sunset Telephone and Telegraph Company
Purpose: Public utilities
Recording Date: May 18, 1905
[Recording No.:](#) [Book 92, Pages 365 and 366, of Deeds](#)
Affects: May affect Parcel One
- The exact location and extent of said easement is not disclosed of record.
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The Pacific Telephone and Telegraph company, a California corporation
Purpose: Public utilities
Recording Date: September 8, 1934
[Recording No.:](#) [Book 216, Page 104, of Deeds](#)
Affects: Reference is made to said document for full particulars
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities
Recording Date: June 7, 1961
[Recording No.:](#) [Book 639, Page 160, of Official Records](#)
Affects: 20 foot strip in Parcel One. Reference is made to said document for full particulars
- Reference is hereby made to said document for full particulars.

SCHEDULE B

(continued)

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities
Recording Date: March 19, 1962
[Recording No.:](#) [Book 678, Page 406, of Official Records](#)
Affects: 20 foot strip in Parcel One.

Reference is made to said document for full particulars

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities
Recording Date: December 18, 1963
[Recording No.:](#) [Book 766, Page 271, of Official Records](#)
Affects: Reference is made to said document for full particulars

Said easement was amended by the following instruments

Easement easement was amended by the following instruments

Recording Date: March 19, 1964
[Recording No.:](#) [Book 780, Page 7, of Official Records](#)

and Recording Date: April 1, 1968
and [Recording No.:](#) [Book 956, Page 38, of Official Records](#)

20. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: October 13, 1972
[Recording No.:](#) [Book 1160, Page 623, of Official Records](#)

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities
Recording Date: November 14, 1974
[Recording No.:](#) [Book 1263, Page 610, of Official Records](#)
Affects: Portions of Vance Avenue

Reference is made to said document for full particulars

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company, a California corporation
Purpose: Public utilities
Recording Date: October 31, 1977
[Recording No.:](#) [Book 1449, Page 537, of Official Records](#)
Affects: Parcel One.

Reference is made to said document for full particulars

SCHEDULE B
(continued)

23. Any matters which may exist or arise by reason of the following surveys and maps on file in the Office of the County Recorder of said County, which purports to show the herein described and other property. Said surveys and maps by book and page are as follows:

[Book 35 of Surveys, Page 12](#), 13 and 14;
[Book 31 of Surveys, Page 57](#);
[Book 18 of Surveys, Page 18](#);
[Book 26 of Surveys, Page 13](#);
[Book 20 of Parcel Maps, Page 145](#);
[Book 59 of Surveys, Pages 50](#) and 51;
[Book 60 of Surveys, Pages 56-59](#);
[Book 60 of Surveys, Page 122-124](#);
[Book 65 Surveys, Pages 84](#) and 85 and
[Book 68 of Surveys, Pages 67](#) and 68.

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
 Purpose: Public utilities
 Recording Date: May 16, 1980
[Recording No.:](#) [Book 1612, Page 276, of Official Records](#)
 Affects: Sections 16 and 21

Reference is made to said document for full particulars

Said easement was relocated by Agreements recorded

Recording Date: May 5, 1975
[Recording No.:](#) [Book 1277, Page 610, of Official Records](#)

and Recording Date: May 16, 1980
 and [Recording No.:](#) [Book 1612, Page 276, of Official Records](#)

25. Rights of the public as to any portion of the land lying within the area commonly known as all County Roads including any abandoned portions.
26. Matters disclosed in the Department of Army Permit recorded February 21, 1984 in [Book 1726, Page 970, of Official Records](#).
27. Matters contained in that certain document

Entitled: Shared Services, Facilities, Access and Use Agreement
 Dated: June 30, 1998
 Executed by: Simpson Samoa Company, a Washington corporation et al
 Recording Date: July 2, 1998
[Recording No.:](#) [1998-17222-29, of Official Records](#)

Reference is hereby made to said document for full particulars.

SCHEDULE B
(continued)

Modification thereof entitled Third Modification of Shared Services, Facilities, Access and Use Agreement

Recording Date: September 26, 2001
[Recording No.: 2001-24226-10, of Official Records](#)

Modification thereof entitled Fourth Modification of Shared Services, Facilities, Access and Use Agreement

Recording Date: July 20, 2004
[Recording No.: 2004-24275-11, of Official Records](#)

28. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Louisiana Pacific Samoa, Inc.
 Purpose: Ingress and egress
 Recording Date: June 11, 1999
[Recording No.: 1999-17193-12, of Official Records](#)
 Affects: 50 foot strip in Parcel One

29. A Notice of Certificate of Subdivision Compliance

Recording Date: December 7, 2000
[Recording No.: 2000-25874-10, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcel One-A and other property

30. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement
 Dated: September 14, 2001
 Executed by: Simpson Samoa Company and Samoa Pacific Group, LLC
 Recording Date: September 26, 2001
[Recording No.: 2001-24227-27, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcel One

Easement Modification Agreement

Recording Date: August 13, 2020
[Recording No.: 2020-013819, of Official Records](#)

31. A Notice of Lot Line Adjustment and Certificate of Subdivision Compliance

Recording Date: August 30, 2002
[Recording No.: 2002-27868-4, of Official Records](#)

Reference is hereby made to said document for full particulars.

SCHEDULE B
(continued)

32. Matters contained in that certain document

Entitled: Easement Agreement
Dated: September 28, 2004
Executed by: Simpson Samoa Company and Humboldt Bay Harbor District
Recording Date: September 28, 2004
[Recording No.:](#) [2004-32661-10, of Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Quitclaim Deed
Dated: May 9, 2014
Executed by: Humboldt Bay Harbor, Recreation and Conservation District
Recording Date: May 14, 2014
[Recording No.:](#) [2014-008524-13, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcel One

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities
Recording Date: April 2, 2007
[Recording No.:](#) [2007-10500-5, of Official Records](#)
Affects: Parcel One.

Reference is made to said document for full particulars

34. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

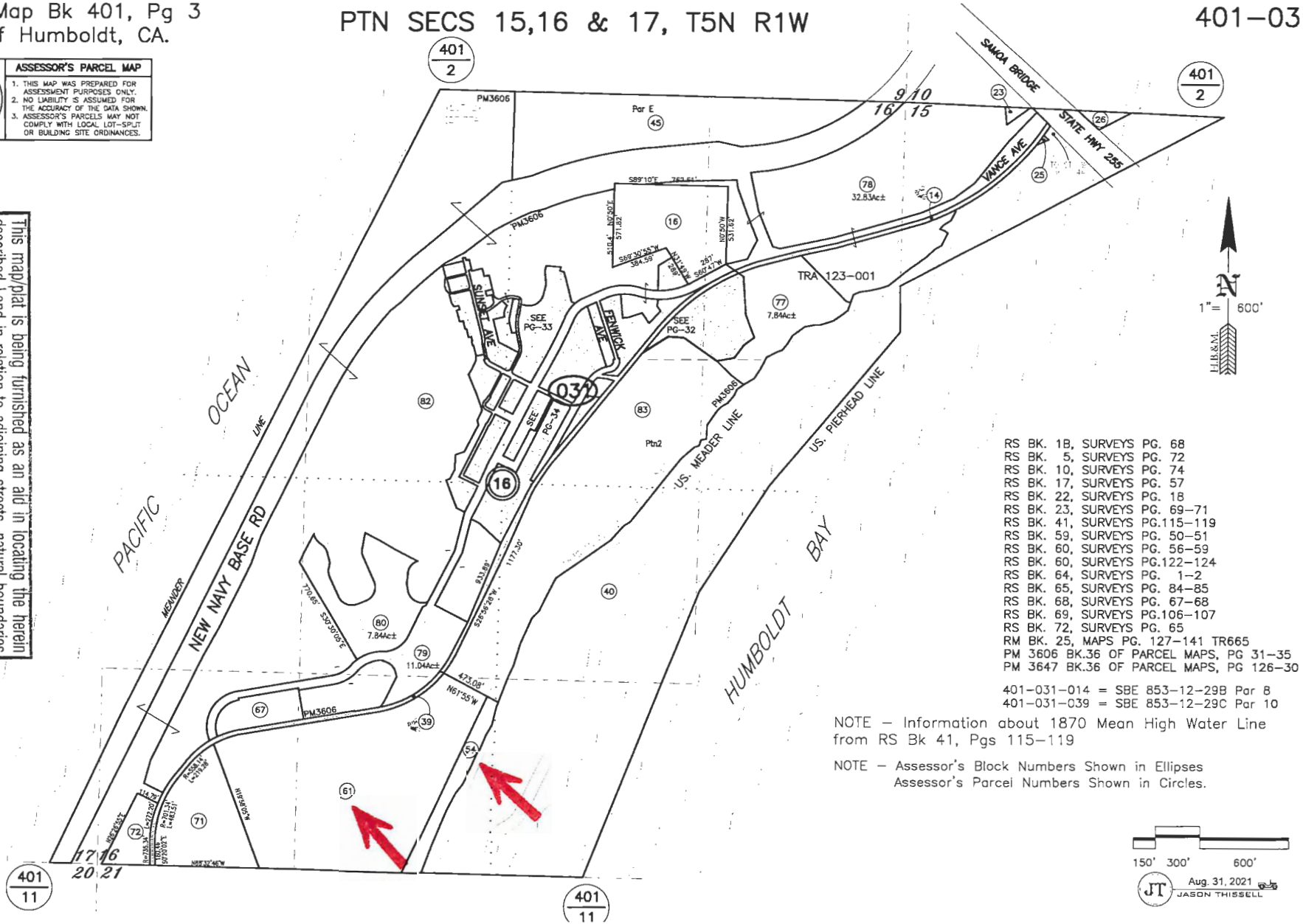
END OF CONDITIONS



ASSESSOR'S PARCEL MAP

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

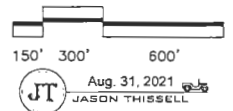
This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



- RS BK. 18, SURVEYS PG. 68
- RS BK. 5, SURVEYS PG. 72
- RS BK. 10, SURVEYS PG. 74
- RS BK. 17, SURVEYS PG. 57
- RS BK. 22, SURVEYS PG. 18
- RS BK. 23, SURVEYS PG. 69-71
- RS BK. 41, SURVEYS PG. 115-119
- RS BK. 59, SURVEYS PG. 50-51
- RS BK. 60, SURVEYS PG. 56-59
- RS BK. 60, SURVEYS PG. 122-124
- RS BK. 64, SURVEYS PG. 1-2
- RS BK. 65, SURVEYS PG. 84-85
- RS BK. 68, SURVEYS PG. 67-68
- RS BK. 69, SURVEYS PG. 106-107
- RS BK. 72, SURVEYS PG. 65
- RM BK. 25, MAPS PG. 127-141 TR665
- PM 3606 BK.36 OF PARCEL MAPS, PG 31-35
- PM 3647 BK.36 OF PARCEL MAPS, PG 126-30

NOTE - Information about 1870 Mean High Water Line from RS Bk 41, Pgs 115-119

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.



Description: Humboldt, CA Assessor Map - Book Page 401.11 Page: 1 of 1
Order: 000000 Comment:

Assessor's Map Bk. 401, Pg. 11
County of Humboldt, CA.

PTN SECS 20 & 21, T5N R1W, H.B.& M.

401-11

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Small Circles

ASSESSOR'S PARCEL MAP

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

This map that is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



- | | |
|---------------------------------|-----------------------------------|
| RS, Bk 11 of Surveys, Pg 45 | RS, Bk 69 of Surveys, Pgs 106-107 |
| RS, Bk 17 of Surveys, Pg 51 | RS, Bk 71 of Surveys, Pg 149 |
| RS, Bk 18 of Surveys, Pg 18 | RS, Bk 72 of Surveys, Pg 65 |
| RS, Bk 22 of Surveys, Pg 18 | |
| RS, Bk 59 of Surveys, Pgs 50-51 | |
| RS, Bk 68 of Surveys, Pgs 67-68 | |

Feb 15, 2017

**Condition of Title -
Sniper 3**

Title Report

Humboldt Land Title
Title Officer: Felicity Barstow

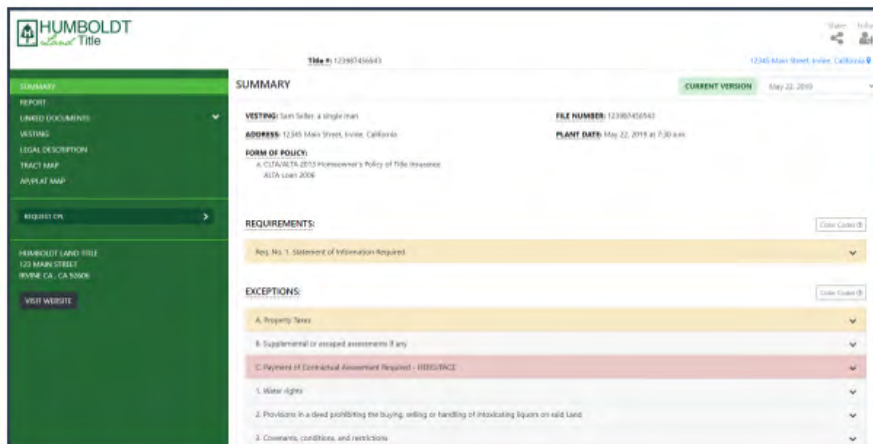
File No.: FHBT-FTO2300332

Introducing LiveLOOK

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[To view your new Humboldt Land Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible

CONDITION OF TITLE

Issued By:



Fidelity National Title
Insurance Company

Guarantee Number:

FHBT-FTO2300332

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Fidelity National Title Company of California
930 Sixth St, #200
Eureka, CA 95501

Countersigned By:

Handwritten signature of Gary Duncan.

Gary Duncan
Authorized Officer or Agent



Fidelity National Title Insurance Company

By:

Handwritten signature of Michael J. Nolan.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura.

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Felicity Barstow Fidelity National Title Company of California 930 Sixth St, #200 Eureka, CA 95501 Phone: 707-683-4913 Main Phone: (707)443-2824 Email: Felicity.Barstow@titlegroup.fntg.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$5,000.00	\$500.00	Felicity Barstow

Date of Guarantee: August 11, 2023 at 07:30 AM

1. Name of Assured: SHN Consulting Engineers and Geologists, Inc.
2. The estate or interest in the Land which is covered by this Guarantee is:
 - A Fee as to Tract A and Parcel One of Tract B;
 - Easement(s) more fully described below as to Parce(s) Two and Three of Tract B
3. The Land referred to in this Guarantee is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
4. ASSURANCES:
 - According to the Public Records as of the Date of Guarantee,
 - a. Title to the estate or interest in the Land is vested in:
 - Sniper Enterprises, LLC, a California limited liability company
 - b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [401-031-071-000 and 401-112-029-000](#)

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

TRACT A

All that real property situated in Sections 16, 20 and 21, Township 5 North, Range 1 West, Humboldt Meridian in the County of Humboldt, State of California, described as follows:

That portion of PARCEL B and PARCEL C as shown on Record of Survey for Freshwater Tissue Company, LLC, filed in the Office of the County Recorder of said Humboldt County in [Book 69 Surveys, Pages 106](#) and 107, described as follows:

BEGINNING at the Southwesterly terminus of the course "North 69 degrees 07 minutes 20 seconds East, 200.81 feet", as described in a deed to Humboldt Bay Harbor, Recreation and Conservation District, recorded October 13, 2015 as [Instrument No. 2015-019598-8](#), Humboldt County Records;
thence South 68 degrees 54 minutes 09 seconds West, 205.38 feet;
thence North 55 degrees 19 minutes 08 seconds West, 116.52 feet;
thence North 35 degrees 53 minutes 48 seconds West, 170.40 feet;
thence North 21 degrees 01 minutes 10 seconds West, 465.47 feet, more or less, to the centerline of a 50-foot-wide easement for ingress and egress shown in [Book 69 Surveys, pages 106](#) and 107, said point being on a curve concave to the west, having a radius of 1025 feet, to which point a radial line bears South 85 degrees 09 minutes 35 seconds East;
thence Northerly along said curve, through an angle of 5 degrees 07 minutes 41 seconds, for a distance of 91.74 feet;
thence continuing along said centerline, North 00 degrees 17 minutes 16 seconds West, 424.39 feet, more or less, to the North line of Section 21, Township 5 North, Range 1 West, Humboldt Meridian;
thence North 88 degrees 32 minutes 46 seconds West, along said line, 28.85 feet to an angle point in the boundary of said PARCEL C;
thence along the boundary of said PARCEL C the following courses:

North 00 degrees 20 minutes 02 seconds West, 180.46 feet to the beginning of a curve concave to the Southeast, having a radius of 701.34 feet,
Northerly along said curve, through an angle of 39 degrees 30 minutes 00 seconds, for a distance of 483.51 feet,
North 39 degrees 09 minutes 58 seconds East, 112.80 feet to the beginning of a curve concave to the Southeast having a radius of 558.14 feet,
Northerly along said curve, through an angle of 22 degrees 30 minutes 38 seconds, for a distance of 219.28 feet,
South 19 degrees 58 minutes 05 seconds East, 1336.59 feet;
thence along the boundary of said parcel described in said deed to Humboldt Bay Harbor, Recreation and Conservation District the following courses:
South 76 degrees 33 minutes 34 seconds West, 33.06 feet,
South 20 degrees 24 minutes 32 seconds East, 529.38 feet,
South 15 degrees 06 minutes 45 seconds West, 67.42 feet,
South 58 degrees 03 minutes 53 seconds West, 27.10 feet,
South 82 degrees 52 minutes 03 seconds West, 196.26 feet,
South 69 degrees 07 minutes 20 seconds West, 200.81 feet, more or less, to the point of beginning.

This description is based on [Book 69 Surveys, Pages 106](#) and 107, Humboldt County Records.

The above lands being Parcel E in Notice of Lot line Adjustment and Certificate of Subdivision Compliance Recorded June 16, 2016 as [Instrument No. 2016-011092](#), Humboldt County Official Records.

TRACT B

PARCEL ONE

A non-exclusive easement for ingress and egress, 50 feet in width, the center line of which is described as follows:

EXHIBIT "A"
Legal Description

COMMENCING on the South line of Section 16 Township 5 North, Range 1 West, Humboldt Meridian, at a point bearing South 88 degrees 32 minutes 46 seconds East, 1062.11 feet from the Southwest corner of said Section;
thence North 19 degrees 58 minutes 05 seconds West, 910.90 feet to the beginning of a non- tangent curve, concave to the East, having a radius of 852 feet, through which a radial line bears North 34 degrees 11 minutes 28 seconds West;
thence Southerly along said curve, through a central angle of 33 degrees 46 minutes 52 seconds, for a distance of 502.33 feet to a point herein identified as "Point A";
thence continuing Southerly along said curve, through a central angle of 22 degrees 18 minutes 56 seconds, for a distance of 331.84 feet;
thence South 00 degrees 17 minutes 16 seconds East, 129.77 feet to the South line of said Section 16.

PARCEL TWO

A non-exclusive easement for ingress and egress 50 feet in width, the center line being described as follows:

COMMENCING at "Point A" described above;
thence North 63 degrees 33 minutes 05 seconds West to the East line of New Navy Base Road, as described in [Book 1160 of Official Records, Page 623](#), Humboldt County Records.

EXCEPTING THEREFROM that portion lying within the 30 foot strip of land conveyed to the Northwestern Pacific Railroad Company, a California corporation, by document recorded February 2, 1925, in [Book 171 of Deeds, Page 186](#), Humboldt County Records.

PARCEL THREE

A non-exclusive easement for ingress and egress across Parcel Two as described in Deed recorded August 30, 2002, [Instrument No. 2002-27869-2](#), Humboldt County Official Records. Being the same as reserved in said Deed.

SCHEDULE B

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [401-031-071-000](#)

Fiscal Year: 2022-2023

1st Installment: \$337.87

2nd Installment: \$337.87

Land: \$54,681.00

Code Area: 123-001

3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [401-112-029-000](#)

Fiscal Year: 2022-2023

1st Installment: \$4,708.91

2nd Installment: \$4,708.91

Land: \$557,758.00

Improvements: \$43,744.00

Code Area: 123-006

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Water rights, claims or title to water, whether or not disclosed by the public records.

6. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

7. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

8. Rights of the public to any portion of the Land lying within the area commonly known as

Vance Avenue.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Sunset Telephone and Telegraph Company

Purpose: Public utilities

Recorded: May 18, 1905, [Book 92 of Deeds, Page 365](#)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Sunset Telephone and Telegraph Company

Purpose: Public utilities

Recorded: May 18, 1905, [Book 92 of Deeds, Page 366](#)

SCHEDULE B

(continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Northwestern Pacific Railroad Company
Purpose: Railroad
Recording Date: February 2, 1925
Recording No.: [Book 171 of Deeds Page 186](#)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Railroad
Recording Date: March 1, 1929
Recording No.: [Book 190 of Deeds, Page 371](#)
and recorded: May 6, 1952, [Book 207, Page 6, of Official Records](#)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: The Pacific Telephone and Telegraph Company, a California Corporation
Purpose: Public utilities
Recorded: September 8, 1934, [Book 216, Page 104, of Official Records](#)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities
Recorded: April 23, 1959, [Book 545, Page 403, of Official Records](#)

amendment thereto

Recorded: May 24, 1965, [Book 837, Page 403, of Official Records](#)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities and ingress and egress therefor
Recorded: June 7, 1961, [Book 639, Page 160, of Official Records](#)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Humboldt Bay Municipal Water District
Purpose: Public utilities and ingress and egress therefor
Recorded: October 16, 1961, [Book 656, Page 470, of Official Records](#)
Affects: Reference is made to said document for full particulars.

Terms and provisions contained therein.

SCHEDULE B
(continued)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities and ingress and egress therefor
Recorded: December 18, 1963, [Book 766, Page 271, of Official Records](#)
Affects: Reference is made to said document for full particulars.

Terms and provisions contained therein.

and as modified by documents

Recorded: July 14, 1965 in [Book 844, Page 124, Official Records](#)
Recorded: April 1, 1968 in [Book 956, Page 38, Official Records](#)

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities
Recorded: May 21, 1971, [Book 1088, Page 454, of Official Records](#)

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities
Recorded: March 10, 1972, [Book 1128, Page 51, of Official Records](#)

and as modified by documents

Recorded: March 5, 1975 in [Book 1277, Page 610, Official Records](#)
Recorded: May 16, 1980 in [Book 1612, Page 276, Official Records](#)

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: The Pacific Telephone and Telegraph Company, a California Corporation
Purpose: Public utilities
Recorded: October 31, 1977, [Book 1449, Page 537, of Official Records](#)

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities
Recorded: May 8, 1991, [Instrument No. 1991-9807-5, of Official Records](#)

SCHEDULE B
(continued)

22. Matters contained in that certain document

Entitled: Shared Services, Facilities, Access and Use Agreement
Dated: June 30, 1998
Executed by: Louisiana- Pacific Samoa, Inc., an Oregon corporation, etal
Recording Date: July 2, 1998
[Recording No.: 1998-17222-29, of Official Records](#)

Reference is hereby made to said document for full particulars.

and as modified by document

Recording Date: September 26, 2001
[Recording No.: 2001-24226-10, of Official Records](#)

and as modified by document

Recording Date: July 20, 2004
[Recording No.: 2004-24275-11, of Official Records](#)

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

Reserved by: Louisiana-Pacific Samoa, Inc.
Purpose: Ingress and egress
Recorded: June 11, 1999, [Instrument No. 1999-17193-12, of Official Records](#)

and as modified by document

Recorded: December 7, 2000, [Instrument No. 2000-25873-2, Official Records](#)

24. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement
Recording Date: September 26, 2001
[Recording No.: 2001-24227-27, of Official Records](#)

Reference is hereby made to said document for full particulars.

25. Matters contained in that certain document

Entitled: Agreement of Easement
Recording Date: September 26, 2001
[Recording No.: 2001-24228-39, of Official Records](#)

Reference is hereby made to said document for full particulars.

26. Any matters which may exist or arise by reason of the following surveys on file in the Office of the County Recorder of said County, which purports to show the herein described and other property. Said surveys by book and page are as follows:

[Book 69 of Surveys, Pages 106](#) and 107;
[Book 71 of Surveys, Page 149](#); and
[Book 72 of Surveys, Page 65](#).

SCHEDULE B

(continued)

27. A Notice of Geologic Report

Recorded: September 20, 2007, [Instrument No. 2007-28052-4, of Official Records](#)

Reference is made to said document for full particulars.

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Humboldt Bay Harbor Recreation and Conservation District

Purpose: Ingress, egress and public utilities

Recording Date: August 14, 2013

[Recording No.:](#) [2013-19083-4, of Official Records](#)

Affects: Reference is made to said document for full particulars.

29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Humboldt Bay Harbor Recreation and Conservation District

Purpose: Pedestrian and vehicular access

Recording Date: October 13, 2015

[Recording No.:](#) [2015-019598-8, of Official Records](#)

Affects: Reference is hereby made to said document for the particulars therein.

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company

Purpose: Public utilities

Recording Date: January 29, 2016

[Recording No.:](#) [2016-2287-6, of Official Records](#)

Affects: Reference is hereby made to said document for the particulars therein.

31. Matters contained in that certain document

Entitled: Notice of Lot line Adjustment and Certificate of Subdivision Compliance

Recording Date: June 16, 2016

[Recording No.:](#) [2016-011092, of Official Records](#)

Reference is hereby made to said document for full particulars.

32. Matters contained in that certain document

Entitled: Notice of Development Plan

Recording Date: June 16, 2016

[Recording No.:](#) [2016-011093, of Official Records](#)

Reference is hereby made to said document for full particulars.

33. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Ingress and egress

Affects: Two 50 foot strips as show thereon

Recording No.: [Book 72 of Surveys, Page 65](#)

SCHEDULE B
(continued)

34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Peninsula Community Services District, a California Community Services District
 Purpose: Ingress, egress, and utilities
 Recording Date: October 18, 2021
Recording No.: [2021-023185, of Official Records](#)
 Affects: A non-exclusive easement for installation, maintenance, repair and replacement of water and sewer pipelines, 50 feet in width the centerline being described therein

Reference is hereby made to said document for full particulars.

35. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,200,000.00
 Dated: March 31, 2022
 Trustor/Grantor: Sniper Enterprises, LLC, a California limited liability company
 Trustee: Humboldt Land Title
 Beneficiary: Umpqua Bank
 Loan No.: None shown
 Recording Date: April 8, 2022
Recording No.: [2022-006821, of Official Records](#)

36. A financing statement as follows:

Debtor: Sniper Enterprises, LLC
 Secured Party: Umpqua Bank
 Recording Date: April 8, 2022
Recording No.: [2022-006822, of Official Records](#)

37. An unrecorded Lease Agreement with certain terms, covenants, conditions, and provisions as set forth therein, as disclosed by inspection and/or investigation.

In favor of: Global Lighting Resale also known as GLR, a California limited liability company

38. An unrecorded Lease Agreement with certain terms, covenants, conditions, and provisions as set forth therein, as disclosed by inspection and/or investigation.

In favor of: South Coast Lumber Co., an Oregon Corporation

39. An unrecorded Lease Agreement with certain terms, covenants, conditions, and provisions as set forth therein, as disclosed by inspection and/or investigation.

In favor of: United Compost & Organics dba Fox Farm Soil & Fertilizer Company

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Description: Humboldt, CA Assessor Map - Book Page 401.11 Page: 1 of 1
Order: 000000 Comment:

Assessor's Map Bk. 401, Pg. 11 County of Humboldt, CA.

PTN SECS 20 & 21, T5N R1W, H.B. & M.

401-11

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Small Circles

ASSESSOR'S PARCEL MAP

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



- | | |
|---------------------------------|-----------------------------------|
| RS, Bk 11 of Surveys, Pg 45 | RS, Bk 69 of Surveys, Pgs 106-107 |
| RS, Bk 17 of Surveys, Pg 51 | RS, Bk 71 of Surveys, Pg 149 |
| RS, Bk 18 of Surveys, Pg 18 | RS, Bk 72 of Surveys, Pg 65 |
| RS, Bk 22 of Surveys, Pg 18 | |
| RS, Bk 59 of Surveys, Pgs 50-51 | |
| RS, Bk 68 of Surveys, Pgs 67-68 | |

EC Feb 15, 2017

2023-008366 - HBHRCD 4

2023-008366

**Recorded – Official Records
Humboldt County, California
Juan P. Cervantes, Recorder
06/27/2023 10:17 AM**

**VCR - FIDELITY NATIONAL TITLE COMPANY OF CA
Pages: 7
Recording Fee: \$0.00
Tax Fee: \$0.00
Clerk: sc Total Fee: \$0.00**

RECORDING REQUESTED BY:
Humboldt Land Title, a division of Fidelity
National Title Company of CA

**When Recorded Mail Document
and Tax Statement To:**
Larry Oetker
Humboldt Bay Harbor, Recreation, and
Conservation District, a California public entity
601 Startare Drive
Eureka, CA 95501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FHBT-0022200597

Exempt from Recording Fees Pursuant to GC 27383

Property Address: APN: 401-031-083-000
(Vacant Land),
Samoa, CA 95564
APN/Parcel ID(s): 401-031-083-000

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922.
 - The documentary transfer tax is \$ _____ and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in an Unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Samoa Pacific Group, LLC, a California limited liability company

**hereby GRANT(S) to Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity
the following described real property in the Unincorporated Area of the County of Humboldt, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR CERTIFICATE OF ACCEPTANCE

PROPERTY COMMONLY KNOWN AS: APN: 401-031-083-000 (Vacant Land), Samoa, CA 95564

MAIL TAX STATEMENTS AS DIRECTED ABOVE

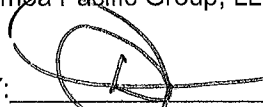
GRANT DEED
(continued)

APN/Parcel ID(s): 401-031-083-000

Dated: June 15, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Samoa Pacific Group, LLC, a California limited liability company

BY: 
Daniel J. Johnson, Managing Member

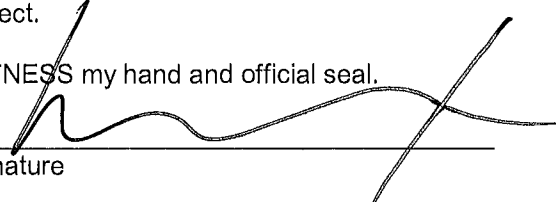
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt

On June 21 2023 before me, I. Marx, Notary Public,
(here 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

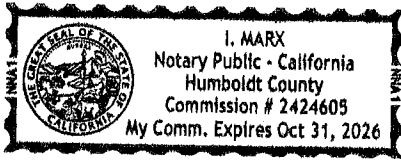


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 401-031-083-000

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

PARCEL A:

Lot 135 of Tract No. 665, Town of Samoa Subdivision, Phase 1, filed in Book 25 of Maps, Pages 127 through 141, Humboldt County Records.

APN: 401-031-083

PARCEL B:

A non-exclusive easement for ingress, egress, and public utility purposes over that portion of Parcel One as shown on Parcel Map 3606 filed in Book 36 of Parcel Maps, Pages 31 through 35, Humboldt County Records which lies within Vance Avenue as shown thereon, appurtenant to and for the benefit of Parcel Two as shown on said Parcel Map 3606 and any and all divisions thereof, as recorded in Deed recorded March 15, 2019, as Instrument No. 2019-004589, Humboldt County Records.

PARCEL C:

Non-exclusive easements reserved in the Deeds to Arcata Community Recycling Center, a California Non-Profit Corporation, recorded February 17, 2006 as Instrument No. 2006-5247-5, Humboldt County Records, and recorded July 11, 2008 as Instrument No. 2008-16892-5, Humboldt County Records.

GRANTOR RESERVES THE FOLLOWING EASEMENTS FROM THE CONVEYED PROPERTY:

1. Easement for Existing Sewer Line - North Segment. Grantor reserves a non-exclusive easement, appurtenant Grantor's other properties, now or hereafter owned, for the existing subsurface sewer line (the "Existing Sewer Line - North Segment"), generally beginning where the Existing Sewer Line - North Segment enters the north end of the property being conveyed, then running to the west to near the west line of the property being conveyed and then south until it exits the property being conveyed. In addition, Grantor reserves a non-exclusive easement twenty feet wide on either side of the Existing Sewer Line - North Segment for its maintenance and repair. Grantor, or its assignee, will retain ownership of the Existing Sewer Line piping and machinery.

2. Easement for Existing Sewer Line - South Segment. Grantor reserves a non-exclusive easement, appurtenant Grantor's other properties, now or hereafter owned, for the existing subsurface sewer line (the "Existing Sewer Line - South Segment"), described as follows:

That portion of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, described as follows:

A non-exclusive easement, of varying widths, for ingress, egress and public utilities described as follows:

BEGINNING at the Southeast corner of Lot 126, as said corner is shown in Book 25 of Maps, Pages 127 through 141, Humboldt County Records;

thence South 19 degrees 02 minutes 52 seconds West, 15.02 feet;

thence South 67 degrees 10 minutes 02 seconds East, 19.01 feet;

thence North 22 degrees 51 minutes 45 seconds East, 157.24 feet;

thence North 66 degrees 01 minutes 15 seconds West, 17.84 feet;

thence North 37 degrees 38 minutes 14 seconds East, 93.20 feet;

thence North 39 degrees 18 minutes 16 seconds East, 692.77 feet;

thence North 76 degrees 59 minutes 28 seconds West, 22.31 feet, more

or less, to the Easterly railroad right of way as described in Book 116 Deeds, Page 9;

thence Southwesterly along said Easterly railroad right of way, South 39

EXHIBIT "A"
Legal Description
(continued)

degrees 18 minutes 16 seconds West, 682.89 feet, said point being the beginning of a curve, concave to the Southeast, having a radius of 1622.09 feet;
thence Southwesterly along said Easterly railroad right way and said curve, through an angle of 04 degrees 12 minutes 19 seconds, for a distance of 119.05 feet, to the Northwest corner of said Lot 126;
thence leaving said Easterly railroad right of way and along the North line of said Lot 126, South 66 degrees 01 minutes 15 seconds East, 22.74 feet, to the Northeast corner of said Lot 126;

thence along the East line of said Lot 126, South 22 degrees 51 minutes 45 seconds West, 122.63 feet, more or less, to the POINT OF BEGINNING.

In addition, Grantor reserves a non-exclusive easement ten feet wide on either side of the Existing Sewer Line - South Segment, for its maintenance and repair. Grantor, or its assignee, will retain ownership of the Existing Sewer Line piping and machinery.

3. Easement for North West Lift Station. Grantor reserves a non-exclusive easement, appurtenant Grantor's other properties, now or hereafter owned, for the existing lift station, fence and existing power lines (the "North West Lift Station"), located on the Existing Sewer Line - North Segment at approximately where the Existing Sewer Line - North Segment turns from running generally east to west to where it runs generally north to south. The area reserved will be eighty feet by one hundred feet centered on the existing North West Lift Station building with the longer segments being generally on its north and south sides. In addition, Grantor reserves a nonexclusive easement twenty feet wide on either side of the North West Lift Station for utilities and its maintenance and repair and non-exclusive access and utilities easement along the Existing Sewer Line - North Segment and along the Replacement Sewer Line Corridor maintenance and repair easements. Grantor, or its assignee, will retain ownership of the North West Lift Station building, fence, power lines and machinery.

4. Replacement Sewer Line Corridor and Temporary Construction Easement. Grantor reserves a non-exclusive easement, appurtenant Grantor's other properties, now or hereafter owned, for a corridor that will be ten feet on either side of the Existing Sewer Line - North Segment and Existing Sewer Line - South Segment for a Replacement Sewer Line Corridor. This easement will be for the future installation, maintenance and repair of a new sewer line that will replace the Existing Sewer Line, North and South Segments. In addition, Grantor reserves an additional ten feet on either side of the Replacement Sewer Line Corridor for the Existing Sewer Line - North Segment as a non-exclusive easement for construction of the Replacement Sewer Line.

In addition, Grantor reserves the below area associated with the Replacement Sewer Line Corridor for the Existing Sewer Line - South Segment as a non-exclusive easement for construction of the Replacement Sewer Line, being that portion of Section 16, Township 5 North, Range 1 West, Humboldt Meridian described as follows:

COMMENCING at the Southeast corner of Lot 126, as said corner is shown in Book 25 of Maps, Pages 127 through 141, Humboldt County Records;

thence along the South line of said Lot 126, North 67 degrees 10 minutes 02 seconds West, 44.50 feet, to the Southwest corner of said Lot 126, said point being on the Easterly railroad right of way as described in Book 171 Deeds, Page 186, said point also being the beginning of a non-tangent curve, concave to the Southeast, having a radius of 1622.09 feet, to which point a radial line bears North 59 degrees 19 minutes 01 seconds West;

thence Southwesterly along said Easterly railroad right of way and said curve, through an angle of 02 degrees 40 minutes 41 seconds, for a distance of 75.82 feet;

thence leaving said Easterly railroad right of way, South 59 degrees 46 minutes 48 seconds East, 43.01 feet to the TRUE POINT OF BEGINNING;

thence South 59 degrees 46 minutes 48 seconds East, 15.01 feet;

thence North 32 degrees 40 minutes 52 seconds East, 53.58 feet;

thence South 67 degrees 10 minutes 02 seconds East, 26.38 feet;

thence North 22 degrees 51 minutes 45 seconds East, 191.84 feet;

thence North 66 degrees 01 minutes 15 seconds West, 12.57 feet;

thence North 38 degrees 05 minutes 07 seconds East, 67.30 feet;

thence North 39 degrees 18 minutes 15 seconds East, 724.96 feet;

thence North 76 degrees 59 minutes 28 seconds West, 44.62 feet, more or less, to the Easterly railroad right of way as described in Book 116 Deeds,

EXHIBIT "A"
Legal Description
(continued)

Page 9;

thence Southwesterly along said Easterly railroad right of way, South 39 degrees 18 minutes 16 seconds West, 22.31 feet;

thence leaving said Easterly railroad right of way, South 76 degrees 59 minutes 28 seconds East, 22.31 feet;

thence South 39 degrees 18 minutes 16 seconds West, 692.77 feet;

thence South 37 degrees 38 minutes 14 seconds West, 93.20 feet;

thence South 66 degrees 01 minutes 15 seconds East, 17.84 feet;

thence South 22 degrees 51 minutes 45 seconds West, 157.24 feet;

thence North 67 degrees 10 minutes 02 seconds West, 19.01 feet, to a

point that bears North 32 degrees 40 minutes 51 seconds East from the POINT OF BEGINNING;

thence South 32 degrees 40 minutes 51 seconds West, 66.85 feet, more or less, to the POINT OF BEGINNING.

Grantor, or its assignee, will retain ownership of the Replacement Sewer Line and its machinery.

5. Existing South Lift Station and Replacement South Lift Station. Grantor reserves a non-exclusive easement, appurtenant Grantor's other properties, now or hereafter owned, for the Existing South Lift Station and its fence and a future Replacement South Lift Station and its fence described as follows:

BEGINNING at the Southeast corner of Lot 126, as said corner is shown in Book 25 of Maps, Pages 127 through 141, Humboldt County Records;

thence South 19 degrees 02 minutes 52 seconds West, 15.02 feet;

thence South 32 degrees 40 minutes 51 seconds West, 109.13 feet;

thence North 61 degrees 20 minutes 23 seconds West, 11.98 feet;

thence South 26 degrees 53 minutes 28 seconds West, 40.72 feet;

thence North 63 degrees 06 minutes 32 seconds West, 27.00 feet, more or less, to the Easterly railroad right of way as described in Book 171 Deeds, Page 186;

thence Northeasterly along said Easterly railroad right of way, North 26 degrees 53 minutes 28 seconds East, 53.41 feet, said point being the beginning of a curve, concave to the Southeast, having a radius of 1622.09 feet;

thence Northeasterly along said curve and said Easterly railroad right of way, through an angle of 03 degrees 47 minutes 29 seconds, for a distance of 107.34 feet, to the Southwest corner of said Lot 126;

thence along the South line of said Lot 126, South 67 degrees 10 minutes 02 seconds East, 44.50 feet, more or less, to the POINT OF BEGINNING.

In addition, Grantor reserves an additional ten feet on either side of the Existing South Lift Station and the Replacement South Lift Station as a non-exclusive easement for maintenance and repair of the Existing South Lift Station and its fence and the Existing South Lift Station and its fence, once it is constructed. In addition, Grantor reserves twenty feet on either side of the Replacement South Lift Station as a non-exclusive easement for construction. Grantor, or its assignee, will retain ownership of the Existing Lift Station and its fence and machinery and, when constructed the Replacement South Lift Station and its fence and machinery.

6. Drop Inlets and Subsurface Drainage System. The property being conveyed has a series of existing Drop Inlets and a Subsurface Drainage System. One series of drop inlets that uses the Subsurface Drainage System on the property being conveyed is located to the west of the property being conveyed, on property currently owned by Grantor, and located near the existing Post Office Building. Grantor reserves a non-exclusive easement, appurtenant Grantor's other properties, now or hereafter owned, to use of the Subsurface Drainage system by the Existing Drop Inlets on property currently owned by Grantor. In addition, Grantor reserves an additional non-exclusive easement for maintenance and repair for the portion of the Subsurface Drainage system used by the existing drop inlets on property currently owned by Grantor.

7. Maintenance of Surface Flows. Grantor reserves a permanent, blanket, non-exclusive drainage easement, appurtenant Grantor's other properties, now or hereafter owned, on, over, under and through the ground within the property being conveyed for the current surface water flows from Grantor's other properties over the property being conveyed to Humboldt Bay. This retained drainage easement will not prevent the District from relocating the

EXHIBIT "A"
Legal Description
(continued)

established drainage patterns upon the property being conveyed, so long as this reserved drainage easement is not impeded.

8. GRANTEE shall have the right to relocate and reconstruct any, or all, of the Reserved Easements contained within this Grant Deed, where such relocation does not materially diminish the service to Grantor's adjacent properties and relocation is necessary or desirable for any future use or development of the real property conveyed to GRANTEE by this Grant Deed. In exercising any rights of relocation under this paragraph, GRANTEE (i) shall be solely responsible for the costs and expense of such relocation and reconstruction; (ii) shall first obtain all necessary approvals for such relocation from governmental authorities and utility companies, with no appeals having been taken or any appeal having been fully and finally resolved; and (iii) shall exercise commercially reasonable efforts to minimize any service interruption during the course of the relocation and reconstruction work, after scheduling the same with GRANTOR at a mutually agreeable time. Upon the completion of such relocation, GRANTEE and GRANTOR agree to execute and record with the Humboldt County Recorder an instrument amending the location of any relocated Reserved Easement. GRANTEE shall be responsible, at its sole cost, for the preparation of any such instrument.

The right to relocate and reconstruct any, or all, of the Reserved Easements contained within this Grant Deed is also subject to the prior condition that the owner of the servient estate first present the Samoa Pacific LLC and the Samoa Community Service District with the plans and specifications for the proposed relocation and reconstruction, to be approved, in writing, by each of them, which approval shall not unreasonably be withheld or delayed. Later modifications in the presented plans and specifications for the proposed relocation and reconstruction shall be subject to the same prior approval process.

The parties agree that for a period of ten (10) years following the recording of this deed to the extent required by the District, Grantor will equally share the cost of location by survey of any of the Reserved Easements.

Exhibit "B"

This is to certify that the interest in real property conveyed by Grant Deed, dated May 31, 2023, from Samoa Pacific Group, LLC, is hereby accepted by the undersigned on behalf of the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity, pursuant to authority conferred by the Board of Commissioner of the Humboldt Bay Harbor, Recreation, and Conservation District, authorized on August 15, 2022

Dated: 6/8/2023 By: 

Greg Dale, President

Humboldt Bay Harbor, Recreation and Conservation
District

**Humboldt County DPW
Memo**

5



DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT
MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

On-line Web: humboldtgov.org	Administration 445-7491	Natural Resources 445-7741	Clark Complex Harris & H St., Eureka Fax 445-7388
	Business 445-7652	Natural Resource Planning 267-9542	Land Use 445-7205
	Engineering 445-7377	Parks 445-7651	
	Facility Management 445-7621	Roads 445-7421	

LAND USE DIVISION INTEROFFICE MEMORANDUM

TO: Trevor Estlow, Senior Planner

FROM: Robert W. Bronkall, Deputy Director 

DATE: 02/10/2020
02/20/2020 Revised

RE: **SAMOA PACIFIC GROUP, APN 401-031-055 and -070 (formerly APN 401-031-036), FMS 13-3, CDP 13-30, PDP 13-1, NOM 13-6**

EXCEPTION REQUEST – NEW DEVELOPMENT AREA: The cross-sections proposed for the new development area are not consistent with the road standards set forth in Appendix A to the County Subdivision Ordinance. The Department recommends that when feasible roads be constructed to the standards in the subdivision ordinance. The project is proposing the new town area with a density consistent with urban levels. The new town area is to be served by roads without curb and gutter. In the residential area, the roads in most instances would not have a traditional parking lane. In lieu of a traditional parking lane, parking bays/areas are proposed throughout the residential development area. Because the existing town area is developed without curbs, gutters, and in many instances, parking lanes, the applicant is proposing to carry this theme forward with the proposed new development area. The project has been conditioned with the intent that the Planning Commission will approve the exception request.

If the Planning Commission does not approve a County Code 325-9 exception request for reduced subdivision improvement standards, the following conditions of approval will be modified as follows:

Append Item 2.6(b) as follows: All roads (with the exception of alleys) shall have Caltrans Type A2-6 curb and gutter (or Caltrans Type A3-6 curb and gutter when the road does not have a crown). All residential roads (with the exception of alleys) shall have an 8' wide paved parking lane in front of all residential lots.

EXCEPTION REQUEST – EXISTING TOWN AREA: In general, the roads within the existing town area cannot be developed to the standards set forth in Appendix A to the County Subdivision Ordinance. This is because the existing structures were built too close the road and there is insufficient room to build the improvements without removing/relocating the existing structures. The Department acknowledges this condition and is recommending roadway cross-sections be approved by the Planning Commission that fit within the existing development. The cross-sections for the existing town area were developed with the following hierarchy: travel lanes (highest); parking lanes; pedestrian facilities; and bicycle facilities (lowest).

Also, because of the location of the structures, the width of the right of way for the roads cannot be made to the standards set forth in Appendix A to the County Subdivision Ordinance.

The Department can support a County Code 325-9 exception request for reduced right of way width and roadway standards for the existing town area. The conditions of approval reflect this request.

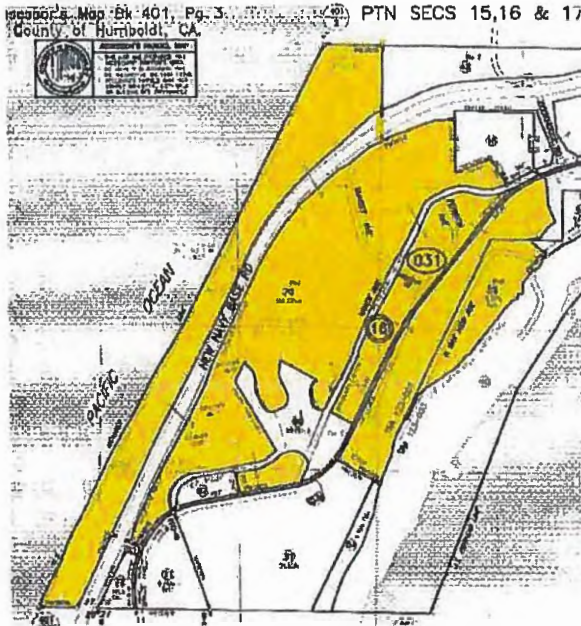
MILWAUKEE AVENUE – VANCE REALIGNMENT: The proposed project includes the realignment of Vance Avenue at the southerly end of the project. The realigned road is called Milwaukee Avenue. No improvements are being required in the superseded portion of Vance Avenue other than obliteration for the unused portion.



Above: Diagram showing the realignment of the superseded portion of Vance Avenue

OFF-SITE IMPROVEMENTS: The Department's subdivision requirements include off-site improvements on APN 401-031-069. This property is labeled as "not a part of this subdivision" on sheet 1 of the tentative map. It is shown as "Phase 1" on the phasing map on sheet 2 of the tentative map.

PHASING MAP: The phasing map needs to be updated so that all of the land within the proposed subdivision falls into a phase.



Above: Assessor Map with the subject properties shaded in yellow.



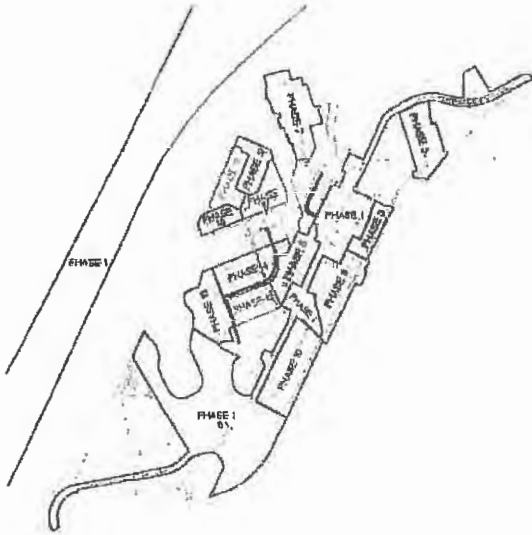
Above: Phasing Map (Sheet 2 of the tentative map).

ROAD MAINTENANCE: Because the roads in the existing town area cannot be built to County Standards, the roads are not eligible to be brought into the County-maintained road system.

If the roads in the new development area are constructed to County Standards, then those roads are eligible to be included in the County-maintained road system if a Permanent Road Division is formed to fund road maintenance.

Roads not brought into the County-maintained road system will be privately maintained and a road maintenance association (or similar entity) must be formed to provide road maintenance.

ROAD NAMES: Hammond Street and Murphy Avenue both have multiple segments. This should be reviewed during the street naming process.



Above: Murphy Avenue Segments



Above: Hammond Street Segments

The proposed project includes the realignment of Vance Avenue at the southerly end of the project. The realigned road is called Milwaukee Avenue. It is recommended that Milwaukee Avenue be renamed to Vance Avenue and that the superseded portion of Vance Avenue be renamed to something else; perhaps Milwaukee Avenue.



Above: Diagram showing Vance Avenue and the proposed realignment

The Department recommends that Rideout Road be renamed to Sunset Avenue due to Rideout Road intersecting Vance Avenue opposite of Sunset Avenue.

ROADWAY CROSS SECTIONS: Sheets 10 and 11 of the tentative map contain roadway cross-sections listed by roadway functional classification. There is no correlation to roadway cross-sections shown on these sheets to the roads shown on the tentative map. The Department's subdivision requirements Item 2.7(a) assign roadway improvement requirements.

TRAILS: It is not clear in which phases portions of the trail will be constructed. It is recommended that the trail be completed and opened to the public prior to issuance of the 100th building permit in the new town area that is comprised of Phases 1 and 10 through 22.

VANCE AVENUE/ MILWAUKEE AVENUE: As part of the Planning Commission approving a tentative map for APN 401-031-069, the Department issued subdivision requirements which included design requirements for the improvement of Vance Avenue*. During the public hearing for the subdivision on 02/21/2019, the Planning Commission modified the Department's requirements to approve the draft improvement plans prepared by CEC Engineering dated 02/20/2019. The Department's subdivision requirements for this project includes the Planning Commission's requirements for Vance Avenue in order for both subdivisions to have consistent requirements for Vance Avenue.

In addition, the subdivision for APN 401-031-069 included timing requirements for the completion of Vance Avenue to be prior to the issuance of a certificate of occupancy for any lot in the subdivision. The timing for the completion of Vance Avenue continues to reflect that occupancy requirement for Phase 1 as well as prior to issuance of a building permit for Phases 10 through 22.

Vance Avenue and Milwaukee Avenue shall be completed and opened to the public prior to issuance of a building permit in the new town area that is comprised of Phases 10 through 22; and prior to issuance of any Certificate of occupancy in Phase 1.

*Note that Vance Avenue and Milwaukee Avenue are both referred to as Vance Avenue on the CEC plans.

// END //