

AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS
HUMBOLDT BAY DEVELOPMENT ASSOCIATION, INC.

DATE: November 24, 2020

TIME: 9:00 A.M.

PLACE: Join Zoom Meeting
<https://us02web.zoom.us/j/3432860852>

Meeting ID: 343 286 0852
One tap mobile
(669) 900-9128, 343 286 0852# US

1. Call to Order Regular Session at 9:00 a.m. and Roll Call

2. Pledge of Allegiance

3. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Directors. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board or the Presiding Member of the Board. The three (3) minute time limit for each speaker may be enforced by the President of the Board or the Presiding Member of the Board.

4. Consent Calendar

- a) Adopt Minutes for December 6, 2019 Special Board Meeting

5. Non-Agenda

6. Unfinished Business

7. New Business

- a) Adopt the Budget for FY 2020/2021
- b) Update on New Market Tax Credit

Agenda for November 24, 2020 Special Board Meeting

- c) Report on Status of occupancy at Redwood Marine Terminal II
- d) Authorize the Executive Director to negotiate and execute a Subordination, Nondisturbance and Attornment Agreement on behalf of the Association with respect to the Lease Agreement by and between the Humboldt Bay Harbor, Conservation, and Recreation District and Nordic Aquafarms California, LLC.
- e) Authorize the Executive Director to negotiate and execute a Subordination, Nondisturbance and Attornment Agreement on behalf of the Association with respect to the Lease Agreement by and between the Humboldt Bay Harbor, Conservation, and Recreation District and RTI Infrastructure, Inc.
- f) Long term goals and objectives.

8. Communications and Reports

- a) Executive Director's Report
- b) Staff Reports
- c) Board Reports

9. Adjournment

**DRAFT MINUTES
MEETING OF THE BOARD OF DIRECTORS
HUMBOLDT BAY DEVELOPMENT ASSOCIATION, INC.**

December 6, 2019

PRESENT:

Larry Oetker
Leroy Zerlang
Aaron Newman
Miles Slattery
Richard Marks

ABSENT:

Patrick Higgins

The Meeting of the Board of Directors was called to order at 12:00 p.m.

PUBLIC COMMENT: None

CONSENT CALENDAR

- a) Approve Meeting Minutes 2-08-19

SLATTERY MOVED TO APPROVE THE CONSENT CALENDAR.
ZERLANG SECONDED.

Ayes: Zerlang, Newman, Slattery, and Marks
Noes:
Absent:
Abstain:

NEW BUSINESS

- a) **Financial Report from Audit 2018/19**

The Board received a Status Report of 2018-2019 Audit.

- b) **Accept the Audit and Submit to New Market Tax Credit**

NEWMAN MOVED TO ACCEPT THE AUDIT AND SUBMIT TO NEW MARKET TAX CREDIT. SLATTERY
SECONDED.

Ayes: Zerlang, Newman, Slattery, and Marks
Noes:
Absent:
Abstain:

- c) **Update on New Market Tax Credit**

The Board received a status report on the New Market Tax Credit.

- d) **Accept New Agreement with Humboldt Bay Harbor District for Administrative Services for \$36,000**

SLATTERY MOVED TO ACCEPT THE NEW AGREEMENT. NEWMAN SECONDED.

Ayes: Zerlang, Newman, Slattery, and Marks
Noes:
Absent:
Abstain:

- e) **Report on Status of Occupancy at Redwood Marine Terminal II.**

The Board discussed occupancy at Redwood Marine Terminal II and future development options.

NO ACTION

COMMUNICATIONS AND REPORTS

- a) Executive Director's Report NO REPORT
- b) Staff Reports NO REPORTS
- c) Board Reports NO REPORTS

The meeting was adjourned at 12:37 P.M.

APPROVED BY:

Patrick Higgins
Secretary

RECORDED BY:

Mindy Hiley
Director of Administrative Services

Humboldt Bay Development Association, Inc.
Profit & Loss Budget Overview
July 2020 through June 2021

	<u>Jul 20</u>	<u>Aug 20</u>	<u>Sep 20</u>	<u>Oct 20</u>	<u>Nov 20</u>	<u>Dec 20</u>	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>TOTAL</u> <u>Jul '20 - Jun 21</u>
Income													
Interest Income	10.00	10.00	10.00	10.00	10.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	85.00
Rental Income		50,649.00			50,649.00		0.00	52,167.00	0.00	0.00	52,167.00	0.00	205,632.00
Total Income	<u>10.00</u>	<u>50,659.00</u>	<u>10.00</u>	<u>10.00</u>	<u>50,659.00</u>	<u>5.00</u>	<u>5.00</u>	<u>52,172.00</u>	<u>5.00</u>	<u>5.00</u>	<u>52,172.00</u>	<u>5.00</u>	<u>205,717.00</u>
Expense													
Amortization							0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Expense							0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense													
Cnmc Sub-Cde 69	0.00	10,950.00	0.00	0.00	10,950.00	0.00	0.00	10,950.00	0.00	0.00	10,950.00	0.00	43,800.00
Loan Amortization							0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Markets Comm Cap Xvii	0.00	0.00	29,604.08	0.00	29,604.08	0.00	0.00	29,604.08	0.00	0.00	0.00	29,604.08	118,416.32
NMCC fee reserve	0.00	0.00	13,750.00	0.00	13,750.00	0.00	0.00	13,750.00	0.00	0.00	0.00	13,750.00	55,000.00
Total Interest Expense	<u>0.00</u>	<u>10,950.00</u>	<u>43,354.08</u>	<u>0.00</u>	<u>54,304.08</u>	<u>0.00</u>	<u>0.00</u>	<u>54,304.08</u>	<u>0.00</u>	<u>0.00</u>	<u>10,950.00</u>	<u>43,354.08</u>	<u>217,216.32</u>
Operating Expenses													
General & Admin													
Bank Charges/Fees	100.00	25.00	25.00	100.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	450.00
Licenses & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	75.00	0.00	95.00
General & Admin - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,000.00	36,000.00
Total General & Admin	<u>100.00</u>	<u>25.00</u>	<u>25.00</u>	<u>100.00</u>	<u>25.00</u>	<u>25.00</u>	<u>25.00</u>	<u>25.00</u>	<u>45.00</u>	<u>25.00</u>	<u>100.00</u>	<u>36,025.00</u>	<u>36,545.00</u>
Legal & other prof fees													
Audit fees	0.00	0.00	0.00	3,750.00	3,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00
Tax Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00	1,500.00
Legal & other prof fees - Other							0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Legal & other prof fees	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,750.00</u>	<u>3,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>9,000.00</u>
Total Operating Expenses	<u>100.00</u>	<u>25.00</u>	<u>25.00</u>	<u>3,850.00</u>	<u>3,775.00</u>	<u>25.00</u>	<u>25.00</u>	<u>25.00</u>	<u>45.00</u>	<u>25.00</u>	<u>1,600.00</u>	<u>36,025.00</u>	<u>45,545.00</u>
Property Tax							0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>100.00</u>	<u>10,975.00</u>	<u>43,379.08</u>	<u>3,850.00</u>	<u>58,079.08</u>	<u>25.00</u>	<u>25.00</u>	<u>54,329.08</u>	<u>45.00</u>	<u>25.00</u>	<u>12,550.00</u>	<u>79,379.08</u>	<u>262,761.32</u>
Net Income	<u><u>-90.00</u></u>	<u><u>39,684.00</u></u>	<u><u>-43,369.08</u></u>	<u><u>-3,840.00</u></u>	<u><u>-7,420.08</u></u>	<u><u>-20.00</u></u>	<u><u>-20.00</u></u>	<u><u>-2,157.08</u></u>	<u><u>-40.00</u></u>	<u><u>-20.00</u></u>	<u><u>39,622.00</u></u>	<u><u>-79,374.08</u></u>	<u><u>-57,044.32</u></u>

RECORDING REQUESTED BY:

Humboldt Bay Harbor, Recreation
and Conservation District

When Recorded Mail Document:

Ryan T. Plotz
The Mitchell Law Firm, LLP
P.O. Drawer 1008
Eureka, CA 95502

APN: **401-112-021-000**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (“Agreement”) is entered into as of _____, 2020, by the Humboldt Bay Development Association, Inc., a California non-profit public benefit corporation (“Master Landlord”), and the Humboldt Bay Harbor, Recreation and Conservation District, a California public entity (“Master Tenant”), and RTI INFRASTRUCTURE, INC., a California corporation (“Subtenant”).

Recitals

A. Master Landlord and Master Tenant entered into that certain Operating Lease dated March 9, 2016 (“Operating Lease”), with respect to that certain real property situated on the Samoa Peninsula, Humboldt County, California (“Property”), and more particularly described in *Exhibit A* hereto and incorporated herein by this reference.

B. Master Tenant and Subtenant entered into that certain Lease and Easement Agreement dated _____, 2020 (“Sublease”), by which Subtenant leased from Master Tenant a certain portion (“Demised Premises”) of the Property, for the purpose of installing fiber optic cables and related infrastructure, as more particularly described in the Sublease.

C. Reference is made to that certain Credit Agreement dated as of March 9, 2016, by and among New Markets Community Capital XVII, LLC, a Delaware limited liability company (“NMCC”), as lender, CNMC SUB-CDE 69, LLC, a Delaware limited liability company (“CNMC”), as lender, and Master Landlord, as borrower, under which Master Landlord entered into that certain Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated March 9, 2016 in favor of NMCC and CNMC, affecting the Property (collectively referred to herein as the “Leasehold Mortgage”).

D. On the terms and conditions in this Agreement, the parties desire to subordinate Subtenant’s leasehold interest in the Demised Premises to the Operating Lease and to assure Subtenant possession of the Demised Premises for the entire term of the Sublease in the event of the termination, expiration or abandonment of the Operating Lease before expiration of the Sublease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Section 1. Subordination

The Sublease shall be subject and subordinate to the Operating Lease and to any renewals, modifications, consolidations, replacements and extensions of the Operating Lease.

Section 2. Nondisturbance

So long as Subtenant is not in default, beyond any period given to Subtenant to cure a default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Sublease, Subtenant's possession of the Demised Premises and Subtenant's rights and privileges under the Sublease, including any extensions or renewals, shall not be diminished or interfered with by Master Landlord during the term of the Sublease or any extensions or renewals, even in the event of the Master Tenant's voluntary surrender of all or a portion of the Property. If the current term of the Operating Lease, or any extension or renewal of it, ends before the expiration of the term of the Sublease, or any extension or renewal of it, for any reason, the Sublease will then continue as a lease between the Master Landlord, as landlord, and the Subtenant, as tenant, with the same force and effect as if the Master Landlord, as landlord, and Subtenant, as tenant, had entered into a lease as of the end of the Operating Lease containing the same terms, covenants, and conditions as those contained in the Sublease for a term equal to the unexpired term of the Sublease including any extension or renewal.

Section 3. Attornment

If the Master Tenant's interest is transferred to and owned by Master Landlord or any successor of Master Landlord because of the termination of the Operating Lease, or by any other manner, and Master Landlord succeeds to Master Tenant's interest under the Sublease, Subtenant shall be bound to Master Landlord, and Master Landlord shall be bound to Subtenant under all of the terms, covenants, and conditions of the Sublease for the balance of the remaining term, including any extensions or renewals, with the same effect as if Master Landlord were landlord under the Sublease. Subtenant agrees to attorn to Master Landlord as the landlord, with the attornment being effective and self-operable immediately upon Master Landlord succeeding to the interest of Master Tenant under the Sublease, all without the execution by the parties of any further instruments. However, Subtenant shall not be obligated to pay rent to Master Landlord until Subtenant receives written notice from Master Landlord, together with evidence satisfactory to Subtenant, demonstrating that Master Landlord has succeeded to Master Tenant's interest under the Sublease and directing where rent should be sent. The respective rights and obligations of Subtenant and Master Landlord upon attornment, to the extent of the then remaining balance of the term of the Sublease, shall be the same as in the Sublease, which is incorporated by reference in this Agreement. If Master Landlord succeeds to Master Tenant's interest in the Sublease, Master Landlord shall be bound to Subtenant under all the terms, covenants, and conditions of the Sublease, and Subtenant shall, after Master Landlord's succession to Master Tenant's interest, have the same remedies against Master Landlord for the breach of any agreement in the Sublease that Subtenant might have had against Master Tenant. Additionally, Master Tenant shall at all

times have the right to transfer to all or a portion of its interest in the Demised Premises and or the Easements to a third party as provided in the Sublease

Section 4. New Lease and Further Instruments

In the event of the termination, expiration or abandonment of the Operating Lease, the Sublease between Master Tenant and Subtenant shall automatically be a direct lease between Master Landlord and Subtenant; and Master Tenant will be deemed the “landlord” and Subtenant the “tenant” under the Sublease; and will assume each and every covenant, condition and agreement in the lease and required to be kept, observed, and performed by the Landlord, with the same force and effect as if Master Landlord had originally been named as the landlord of Subtenant, so that Master Landlord will be substituted as the landlord in the Sublease.

Immediately upon request by either party, Subtenant and Master Landlord shall enter into a new written lease for the remainder of the original term of the Sublease (including any extensions or renewals), on the same terms and conditions as the Sublease, except for any changes made necessary because of the substitution of the Master Landlord in place of Master Tenant.

Section 5. Definitions.

The term “Master Landlord” as used in this Agreement means only the owner of the Property for so long as it owns the Property, so that in the event of any sale or other transfer of Master Landlord’s interest in the Demised Premises, Master Landlord will be relieved of all covenants and obligations of Master Landlord in this Agreement, subject to the following. The provisions of this Agreement, however, will bind any subsequent owner of the Demised Premises. The term “Subtenant” shall include Subtenant and the successors, assigns, and subtenants of Subtenant. This Agreement shall inure to the benefit of and be binding upon all successors, assigns, and subtenants. The term “Operating Lease” shall include the Operating Lease and all amendments, addenda, extensions, and renewals.

Section 6. Estoppel.

Both Master Landlord and Master Tenant represent and warrant to the best of their knowledge the following:

- a. the Operating Lease is in full force and effect and has not been modified or amended since its execution; and
- b. there are no existing defaults by either Master Landlord or Master Tenant under the Operating Lease.

Section 7. No Change in Operating Lease.

Master Landlord and Master Tenant agree not to change, alter, amend, or otherwise modify the Operating Lease in a manner that adversely affects Subtenant’s benefits and rights under this Agreement and the Sublease.

Section 8. Notice of Master Tenant’s Default; Subtenant’s Right to Cure.

In the event Master Landlord provides Master Tenant notice of a default under the Operating Lease, Master Landlord shall contemporaneously provide Subtenant a copy of such notice to the address set forth in Section 11, below, and no default notice shall be effective unless and until a copy has been sent to Subtenant and opportunity to cure the same afforded to Subtenant pursuant to the terms of the Operating Lease. Subtenant shall have the same rights as Master Tenant to cure the breach described in the notice in and to the same extent as Master Tenant.

Section 9. Modification

This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

Section 10. Attorney Fees

If any party commences any action against any other party based on this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees, expenses, and costs of suit.

Section 11. Notices

In this Agreement, wherever it is required or permitted that notice and demand be given by any party to another party, that notice or demand shall be given in writing and forwarded by registered or certified mail, or overnight delivery by a nationally recognized public or private carrier, return receipt requested, postage prepaid, addressed as follows:

For Master Tenant: Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive
Eureka, California 95501

For Subtenant: RTI Infrastructure, Inc.
268 Bush Street
San Francisco, CA 94104
Attn.: Operations Manager

For Master Landlord: Humboldt Bay Development Association, Inc.
P.O. Box 1030
Eureka, CA 95501
Attention: Larry Oetker

Any party may change an address given for notice by giving written notice of that change by one of

the methods provided for above to all other parties.

Section 12. Successors

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors, and assigns.

Section 13. Authority

If any party is a corporation or a partnership, all individuals executing this Agreement on behalf of a corporation or partnership represent and warrant that they are authorized to execute and deliver this Agreement on behalf of the corporation or partnership and that this Agreement is binding upon the corporation or partnership.

Section 14. Headings

The headings of this Agreement are for reference only and shall not limit or define any meaning of this Agreement.

Section 15. Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument.

Section 16. Governing Law

This Agreement shall be construed in accordance with and governed by California law.

SIGNATURE PAGE TO FOLLOW

The parties have duly executed this Agreement as of the date first written above.

Humboldt Bay Development Associations, Inc.

By: _____
Name: _____
Its: _____

Humboldt Bay Harbor, Recreation and Conservation District

By: _____
Name: _____
Its: _____

RTI Infrastructure, Inc.

By: _____
Name: _____
Its: _____

Exhibit A

PROPERTY DESCRIPTION

REAL PROPERTY IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

TRACT A:

THOSE PORTIONS OF SECTIONS 20 AND 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, HUMBOLDT MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A 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 OF SURVEYS, PAGES 106 AND 107.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL MINERALS, COAL, OILS, PETROLEUM AND KINDRED SUBSTANCES AND NATURAL GAS UNDER AND IN SAID LANDS, AS EXCEPTED IN THE DEED FROM ANNA G. MCCORMACK RECORDED NOVEMBER 20, 1958 IN BOOK 511, PAGE 147, HUMBOLDT COUNTY OFFICIAL RECORDS.

RESERVING THEREFROM, FOR THE BENEFIT OF THE REMAINING LANDS OF THE GRANTOR WHICH LIE BOTH NORTH AND SOUTH OF PARCEL ONE ABOVE, A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN AND ACROSS A STRIP OF LAND 50 FEET WIDE, SAID STRIP BEING SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 69 OF SURVEYS, PAGES 106 AND 107 AS "CENTERLINE OF 50 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS".

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, 50 FEET IN WIDTH, THE CENTER LINE OF WHICH IS 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 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, SAID POINT BEING THE TRUE POINT OF BEGINNING; AND RUNNING 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 THREE:

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 FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN AND ACROSS THAT PORTION OF THE 50 FOOT WIDE STRIP SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 69 OF SURVEYS, PAGES 106 AND 107 AS "CENTERLINE OF 50 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS" THAT LIES WITHIN PARCEL B SHOWN ON SAID SURVEY AND ALSO WITHIN THAT PORTION OF PARCEL C SHOWN ON SAID SURVEY THAT LIES WITHIN SAID SECTION 21.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN AND ACROSS THE WEST 50 FEET OF THE FOLLOWING DESCRIBED LANDS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 IN SECTION 21 IN TOWNSHIP 5 NORTH, RANGE 1 WEST, HUMBOLDT MERIDIAN; AND RUNNING THENCE SOUTH 8 MINUTES WEST ON THE SECTION LINE, 600 FEET; THENCE EAST, 1410 FEET TO THE EAST LINE OF STATE TIDE LAND SURVEY NO. 75; THENCE NORTHERLY ALONG THE EAST LINE OF SAID TIDE LAND SURVEY TO THE NORTH LINE OF SAID LOT 3; AND THENCE WEST ON THE NORTH LINE OF SAID LOT, 1670 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN AND ACROSS THE FOLLOWING DESCRIBED AREA:

BEGINNING AT THE SOUTHERLY TERMINUS OF THE COURSE, SHOWN ON SAID BOOK 69 OF SURVEYS, PAGES 106 AND 107, AS "NORTH 50 DEGREES 17 MINUTES 00 SECONDS WEST 619.11 FEET; AND RUNNING THENCE ALONG SAID LINE NORTH 50 DEGREES 17 MINUTES 00 SECONDS WEST 60.00 FEET; THENCE SOUTHEASTERLY TO THE WESTERLY TERMINUS OF THE COURSE SHOWN ON SAID SURVEY AS "NORTH 66 DEGREES 20 MINUTES 37 SECONDS WEST 827.17 FEET"; AND THENCE NORTHERLY ALONG THE WESTERLY LINE OF PARCEL B, AS SHOWN ON SAID SURVEY, TO THE POINT OF BEGINNING.

APN: 401-112-021-000

INSERT NOTARY ACKNOWLEDGMENTS