

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

DEPARTMENT OF PUBLIC WORKS
LAND USE DIVISION
3015 H STREET, RM 124
EUREKA CA 95501-4409

This instrument is for the benefit of the
County of Humboldt and is entitled to be
recorded without fee. (Govt. Code 27383)

RE: Fisher Road Vacation (4G070)
Post Miles approximately 1.5 to 2.3
Vacation Project No. 322039
APN: 204-251-008 and 204-241-008

**IRREVOCABLE OFFER OF DEDICATION FOR
NON-PUBLIC, VEHICULAR INGRESS/EGRESS EASEMENT**

KELLY PATTON AND SHELBY PATTON, husband and wife as joint tenants ("Grantor"), hereby irrevocably offers for dedication to the COUNTY OF HUMBOLDT, a political subdivision of the State of California ("Grantee"), a non-exclusive, non-public, vehicular ingress/egress easement ("Easement") over, on, across, under and upon the land described as follows:

A 20 foot wide easement lying northerly of the Northwest Pacific Railroad (NWP RR) right of way as established per deed from A.C. Noe to California Midland Railroad Company, per document recorded on July 11, 1902 in Book 79, page 313 of Deeds in the Office of the County Recorder of Humboldt County as described in Exhibit "A" (legal description) and shown on Exhibit "B" (plat).

Said easement is for the benefit of the land described in document recorded on July 11, 1902 in Book 79, page 313 of Deeds and on July 12, 1902 in Book 79, page 316 of Deeds in the Office of the County Recorder of Humboldt County.

It is understood that this instrument transfers to County of Humboldt said Easement, together with the right to assign or convey said easement to another agency, including, but not limited to, the Great Redwood Trail Agency, its successors or assignees. It is understood that holder of the Easement, once accepted, is responsible for the costs to maintain Easement and its appurtenances and signage.

Easement is hereby offered at such time as the County accepts the Easement for the purpose stated above. It is further understood that each undersigned Grantor grants only the portion of the above-described land in which said Grantor has an interest and reserving to the Grantor all ordinary uses of said land except the erection or construction

of any structure not ordinarily placed in said Easement until such time as said Easement is accepted by the County and/or is opened for public use.

Grantor shall provide Grantee with keys or combinations to open any and all gates installed within said Easement. Grantee shall ensure that all gates are securely locked at all times of nonuse.

Grantee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Grantor and its agents, contractors, successors, or assigns from and against any and all liability for injuries, damages, costs, losses, and expenses resulting from, arising out of or in any way connected with the occupation or use of the Easement by Grantee or anyone else entering the Easement at Grantee's direction or invitation. Grantee's indemnification of Grantor shall include the defense and satisfaction of any claims and liabilities arising from public use of Easement due to inadequacy of signage, design, construction and maintenance of the related improvements.

Grantor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Grantee from and against any and all liability for injuries, damages, costs, losses, and expenses incurred by Grantee that are the direct result of Grantor's active negligence or greater fault, or the failure of the part of Grantor to perform its obligations.

This offer is binding on the Grantor, Grantor's heirs, assignees or successors in interest, and shall continue until accepted or rejected, in whole or in part, within the statutory 25-year period from the date of this Easement, by the County Board of Supervisors of the County of Humboldt. Should Easement not be accepted, the Easement shall revert to Grantor. Grantee agrees to execute and deliver such documents as may be required to extinguish of record such Easement.

Dated: _____, 20____

OWNER(s):

KELLY PATTON, OWNER

SHELBY PATTON, OWNER

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me,
_____, a Notary Public of the
State of California, personally appeared _____

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

Notary Public Signature (Seal)

Consent to Recordation:

Pursuant to authority conferred by Resolution No. 12-01 of the Board of Supervisors of the County of Humboldt adopted on January 3, 2012, the grantee consents to recordation thereof by its duly authorized officer. The County does not accept said offer at this time, but reserves the right to do so in the future.

CHAIR
HUMBOLDT COUNTY BOARD OF SUPERVISORS

Date

Acceptance:

This is to certify that the dedication of easements or other interests in real property conveyed herein to the County of Humboldt, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Humboldt pursuant to authority conferred by Resolution No. 12-01 of the Board of Supervisors of the County of Humboldt adopted on January 3, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

CHAIR
HUMBOLDT COUNTY BOARD OF SUPERVISORS

Date

Exhibit A Legal Description

All that real property located in Township 2 North, Range 1 East, Humboldt Meridian, Sections 21 & 28, in the County of Humboldt, State of California, described as follows:

That portion of Fisher Road, County Road No. 4G070, lying Southerly of the Southerly line of Parcel 2 as shown on Parcel Map No. 1535 recorded in Book 13 of Parcel Maps, Page 80, Humboldt County Records.

Basis of Bearings is Book 13 of Parcel Maps, Page 80, Humboldt County Records.

END OF DESCRIPTION

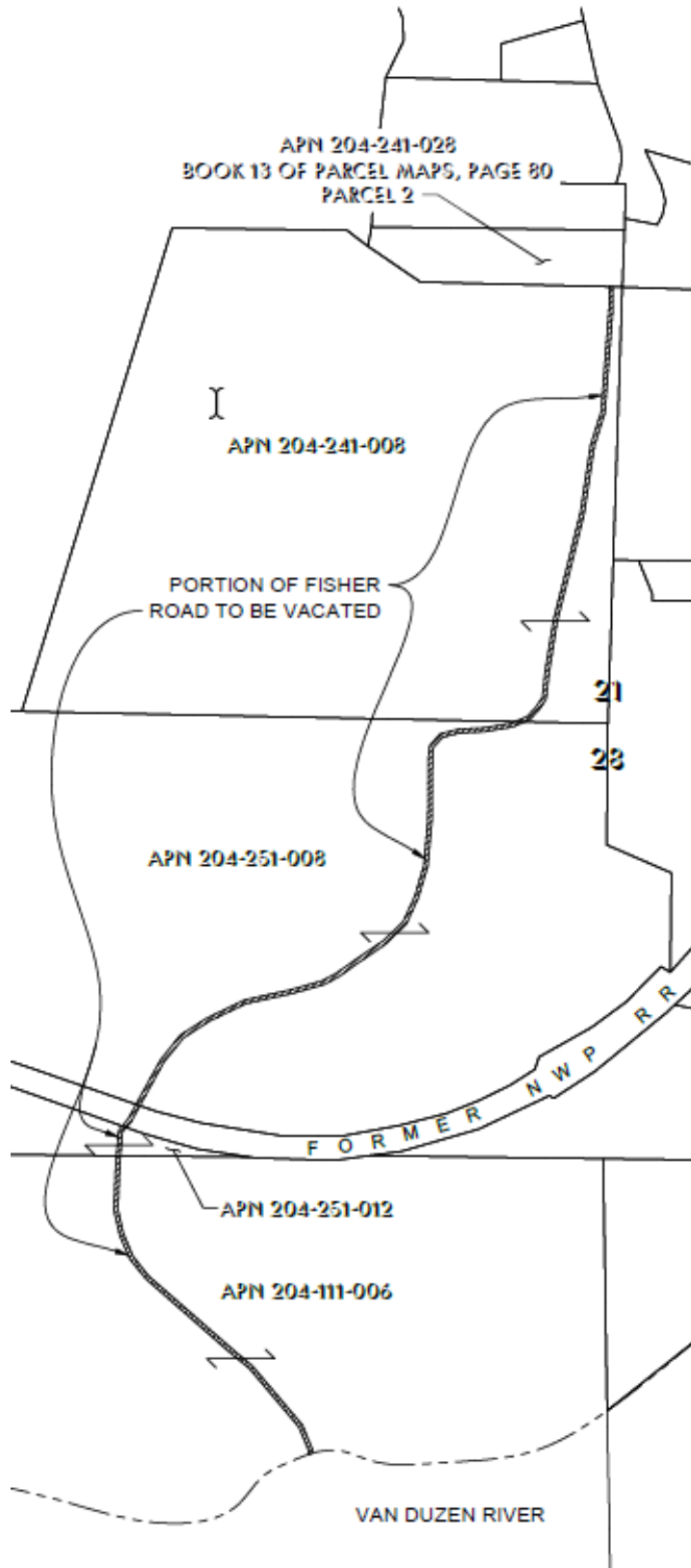


Kenneth R. Johnston, PLS 9194

Dated 9/22/2022



Exhibit B Plat



APN 204-241-028
BOOK 13 OF PARCEL MAPS, PAGE 80
PARCEL 2

APN 204-241-008

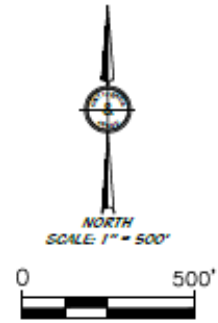
PORTION OF FISHER
ROAD TO BE VACATED

APN 204-251-008

APN 204-251-012


APN 204-111-006

VAN DUZEN RIVER



Section 21 & 28, T2N, R1E Humboldt Meridian
Basis of Bearings is Book 13 of Parcel Maps, Page 80




Kenneth R. Johnston, PLS 9194
Dated 9/22/2022

ONTIVEROS & ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
FORTUNA, CA
(707)-725-7410