



grazing area of the Premises shall include a pro-rated and concurrent rent reduction equal to the area removed from grazing. At any time within 60 days after receipt of said notice, LESSEE may terminate this LEASE with written notice thereof to the CITY, if LESSEE determines that the reduced Premises area is too small for LESSEE's grazing operations. Rents paid in advance shall be prorated and unused amounts returned to LESSEE.

2. **Term.** The term of this LEASE Agreement subject to earlier termination as hereinafter set forth, is for a period of five (5) years commencing January 1, 2019 and ending December 31, 2023 ("Term").

3. **Rent.**

a. *Rental Amount.* "Rent" as used in this LEASE shall mean the base rent, any CPI adjustments, all charges, assessments, taxes, expenses, reimbursements, late fees, and other amounts of any kind whatsoever collectively payable by LESSEE to the CITY pursuant to the LEASE. The monthly Rent for the Property is based on 300 (three hundred) net acres of available pasture land and is \$8.736/acre for a total of \$2,620.67/month, which shall be paid monthly in advance, throughout the LEASE Term, to the City of Arcata, Finance Department, 736 F Street, Arcata, CA 95521. In the event the due date for rent falls on a Saturday, Sunday, or holiday observed by the City of Arcata, Rent shall be due the business day immediately prior.

b. *CPI Adjustment.* Annually on July 1, the Rent shall be adjusted by the Consumer Product Index (CPI). The CPI used for such increases is the All Urban Consumers U.S. City Average, All Items, 1982-1984 = 100 annual CPI from the prior calendar year.

c. *Late Charges.* If any Rent payment is not made within five (5) business days after the due date, LESSEE agrees to pay as additional Rent a late fee in the amount of \$ 150.00.

4. **Uses.**

a. LESSEE shall use the Premises for pasturing livestock and for no other purpose. LESSEE shall practice good grazing management so as to not overgraze the pasture.

b. *Specific Restrictions.* LESSEE shall not permit livestock to enter into streamside protection zones or wetland setback areas on the Property, and shall maintain all watering troughs away from such zones and areas. LESSEE shall not use pesticides or herbicides on the Premises. Cutting, removing, damaging or destroying any trees or shrubs either growing or already down on the Premises is prohibited without prior written consent of the CITY, excepting therefrom the limited removal of downed trees or shrubs as required for immediate fence repair, and only to the extent required to make said fence repairs. Shooting, hunting, fishing, camping, or allowing any of said activities to occur on the Premises is expressly prohibited.

c. *City Use for Educational Purposes.* CITY reserves the right to enter the Premises for educational purposes, including research and docent led tours, in a manner that does not conflict with LESSEE'S livestock grazing activities. CITY shall provide LESSEE with at least 24 hours advance notification. Such entry shall be at the CITY'S own risk. The CITY shall indemnify and defend LESSEE against, and hold LESSEE harmless from all losses, costs, damages, liabilities and expenses arising in connection with CITY'S negligent entry of the Premises for educational purposes, excepting therefrom loss due to liability attributable to LESSEE.

7/1/19 CPI  
increased by  
2.4% to  
\$2,683.57.

5. **Fences.** LESSEE shall repair any exterior line fences needing repair at his expense. LESSEE shall provide material and labor to remove and replace exterior line fences. CITY shall reimburse LESSEE for exterior line fence repairs by reduction in rent of an amount that is pre-determined by both parties before any repair, removal or replacement work is done.
6. **Dike Break or Flood Gate Failure.** In the event of a dike break or flood gate failure caused by the sole negligence of CITY, LESSEE shall have a reduction in rent to offset losses.
7. **Utilities and Taxes.**
- a. *Utilities.* LESSEE shall pay when due all charges for utilities and services furnished directly to or used by LESSEE on or about the Premises.
  - b. *Taxes.* Pursuant to California Revenue and Taxation Code section 107.6, this LEASE conveys to LESSEE a possessory interest that may be subject to property taxes and LESSEE may be subject to the payment of such taxes. LESSEE shall pay when due any and all taxes, fees and charges that may be levied against LESSEE's livestock grazing operation or LESSEE'S leasehold interest. LESSEE may deduct possessory interest tax from rent.
8. **No Assignment or Sublease.** LESSEE acknowledges that its grazing rights given by this LEASE are personal to LESSEE and that the CITY would not necessarily LEASE the Premises to another lessee on the terms herein. LESSEE further acknowledges that the LEASE terms and conditions are for LESSEE's benefit only so long as LESSEE operates the business allowed by this LEASE, and that LESSEE is not entering into this LEASE for any other purpose, such as the recognition of a leasehold value that it could later sell. LESSEE shall not transfer, convey, assign, sublease, allow the occupation or use of the Premises by another party, or mortgage or encumber his interest, or any portion thereof, in the Premises (each, an "Assignment") without prior written consent from CITY. Any attempted Assignment shall constitute an Event of Default and shall be voidable by the CITY.
9. **Certificate of Ownership of Livestock, Grazing Operation.** On or before March 1 of each year, LESSEE shall certify in writing on a form designated by the CITY, that LESSEE has not caused an Assignment of the Premises, is the sole owner of or holds an ownership interest in the livestock grazed on the Premises during the prior 12 months, and that LESSEE is the sole or majority interest owner/operator of the livestock grazing operation utilizing the Premises during the prior 12 months.
10. **Repairs.** LESSEE waives any right, statutory or otherwise, to make any repairs or improvements on the Property at the expense of or for the account of CITY.
11. **Indemnity.** To the fullest extent permitted by law, LESSEE shall, at LESSEE's sole expense and with counsel reasonably acceptable to CITY, defend, indemnify, and hold harmless CITY and CITY's officers, officials, employees and agents from and against all claims (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including consultant and expert fees, court costs and attorney's fees) from any cause, arising out of or relating (directly or indirectly) to this LEASE, the tenancy created under this LEASE, or the Premises, including without limitation:
- a) The use or occupancy, or manner of use or occupancy, of the Premises;
  - b) Any act, error, omission, or negligence of LESSEE or of any of LESSEE employee, contractor, invitee or guest in, on or about the Property;

- c) LESSEE's conduct of its livestock business operation; or
- d) Any breach or default in performance of any obligation on LESSEE's part to be performed under this LEASE, whether before or during the LEASE Term or after its expiration or earlier termination.

This indemnification extends to and includes, without limitation, claims for injury or death to persons, loss of, injury or damage to, or destruction of property, and all economic losses and consequential or resulting damage. LESSEE's indemnification obligation hereunder shall survive the expiration or earlier termination of this LEASE until all claims against the CITY involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statute of limitation.

12. **Insurance.** LESSEE shall maintain insurance throughout the duration of this LEASE, and provide Certificates of Insurance, as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- a. *Commercial General Liability.* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Coverage for additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
  - b. *Business Automobile Insurance:* ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If LESSEE will use personal autos on the Premises, LESSEE shall provide evidence of personal auto liability coverage for each such person.
  - c. *Workers' Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form.
  - d. *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to LESSEE. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein.
  - e. *General Conditions Pertaining to Insurance:*
    - 1) LESSEE shall have its insurer endorse the third party general liability coverage to include as additional insureds the CITY, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10.
    - 2) The parties acknowledge that all insurance coverage required to be provided by LESSEE is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the CITY.

- 3) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the CITY.
  - 4) All endorsements must have an original authorized signature. Facsimile or electronic copies are insufficient.
  - 5) LESSEE hereby grants to the CITY a waiver of any right to subrogation which any insurer of LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
  - 6) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to LESSEE's general liability policy, shall be delivered to the CITY at or prior to the execution of the Agreement.
  - 7) All coverage types and limits required are subject to approval, modification and additional requirements by the CITY, as the need arises. LESSEE shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the CITY's protection without the CITY's prior written consent.
  - 8) The CITY reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the LESSEE ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the LESSEE, the CITY will negotiate additional compensation proportional to the increased benefit to the CITY.
13. **Entry.** LESSEE shall permit the CITY and its employees and representatives to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether LESSEE is complying with the terms of this LEASE and to do other lawful acts that may be necessary to protect the CITY's Property.
14. **Default.** Any of the following events or occurrences shall constitute a material breach of this LEASE by LESSEE and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):
- a. The failure by LESSEE to pay any amount in full when it is due under the LEASE;
  - b. The failure by LESSEE to immediately remove livestock from streamside protection zones;
  - c. The failure by LESSEE to perform any obligation under this LEASE not identified in subsections 13(a) and (b), which failure by its nature LESSEE has no capacity to cure within five (5) days; LESSEE shall indemnify and defend CITY against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;
  - c. Any of the following: A general assignment by LESSEE for the benefit of LESSEE's creditors; any voluntary filing, petition, or application by LESSEE under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or

otherwise; the abandonment, vacation, or surrender of the Premises by LESSEE without CITY's prior written consent; or the dispossession of LESSEE from the Premises (other than by CITY) by process of law or otherwise;

- d. The appointment of a trustee or receiver to take possession of all or substantially all of LESSEE's assets; or the attachment, execution or other judicial seizure of all or substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days.
  - e. The abandonment of the Premises by LESSEE.
15. **Remedies.** Upon the occurrence of an Event of Default, CITY, in addition to any other rights or remedies available to CITY at law or in equity, shall have the right to:
- a. Terminate this LEASE and all rights of LESSEE under this LEASE by giving LESSEE written notice that this LEASE is terminated.
  - b. Continue this LEASE, and from time to time, without terminating this LEASE, either: 1) recover all Rent and other amounts payable as they become due or 2) relet the Premises or any portion thereof and apply the proceeds to Rent payable by LESSEE.
  - c. *Chronic Delinquency.* LESSEE expressly acknowledges the CITY's right to terminate this LEASE without opportunity for cure for Chronic Delinquency as defined in Section 3(d), above.
  - d. To re-enter the Premises and remove all persons and property from the Premises. CITY may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of LESSEE.
  - e. To cure the breach underlying the Event of Default for the account and at the expense of LESSEE. However CITY must by prior notice first allow LESSEE a reasonable opportunity to cure, except in cases of emergency, where CITY may proceed without prior notice to LESSEE. LESSEE shall, upon demand, immediately reimburse CITY for all costs, including costs of settlements, defense, court costs, and attorney's fees, that CITY may incur in the course of any cure.

16. **Holding Over.** If, without objection by the CITY, LESSEE holds possession of the Property after expiration of the Term, LESSEE shall become a LESSEE from month-to-month upon the terms herein specified, except that the monthly Rent shall equal one hundred fifty percent (150%) of the Rent payable by LESSEE at the expiration of the Term. Each party shall give the other notice at least thirty (30) days prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy.

If, after objection by CITY thereto, LESSEE holds possession of the Property after expiration of the Term, LESSEE shall constitute a LESSEE at sufferance and without in any way waiving the wrongful holding over of the Premises by LESSEE, CITY shall be entitled to receive for each month or portion thereof during which LESSEE wrongfully holds over at the Property Rent equal to two hundred percent (200%) of the Rent payable by LESSEE at the expiration of the Term, and all other amounts otherwise due to CITY hereunder. CITY's receipt of increased Rent under this Section 14 shall not constitute an extension of the Term nor shall it constitute a waiver of LESSEE's wrongful holding over and shall not prejudice any other rights or remedies available to CITY under this LEASE or by law.

17. **Notice.** Any notice required or desired from one party to the other appertaining to this rental agreement

shall be deemed delivered when in writing and deposited in the regular United States mail, postage prepaid, addressed to the respective parties at the addresses set forth below, or to such other address as either of the parties may hereafter designate for delivery of such notice.

WITNESSETH, the parties have entered into this Lease agreement effective the date first written above.

**CITY OF ARCATA**

**DEAN HUNT dba A.N. HUNT & SONS**

BY:

BY:

TITLE:

Karen Diemer City  
Manager  
736 F Street  
Arcata, CA 95521

TITLE:

Dean Hunt  
dba A.N. Hunt & Sons  
590 Hunts Drive  
McKinleyville, CA 95519

DATED:

12.13.18

DATED:

12/6/18

Insurance and procurement approved:

Katie Marsolan  
Katie Marsolan, Property and Special Projects Manager

Date: 12/13/18

Approved as to form:

Nancy Diamond  
Nancy Diamond, City Attorney

ACKNOWLEDGEMENT

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.

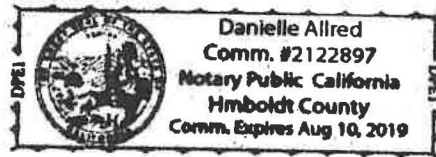
State of California  
County of Humboldt

On December 6, 2018 before me, Danielle Allred, a notary public, personally appeared Dean Hunt, 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 on the instrument the person~~(s)~~, or the entity~~(ies)~~ 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 *Danielle Allred*



(Seal)



ACKNOWLEDGEMENT

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.

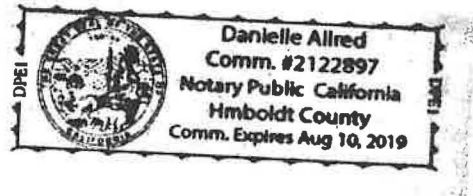
State of California  
County of Humboldt

On January 2, 2019 before me, Danielle Allred, a notary public, personally appeared Karen Diemer, 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 on the instrument the person(s), or the entity(~~ies~~) 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 *Danielle Allred*



(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Grazing Lease Agreement Between the City of Arcata and A.N. Hunt and Sons, effective as of January 1, 2019, from the City of Arcata, a municipal corporation, to A.N. Hunt and Sons, a sole proprietorship, are hereby accepted by the undersigned agent on behalf of A.N. Hunt and Sons.

A.N. HUNT AND SONS

By Dean G. Hunt  
Dean Hunt  
Owner  
A.N. Hunt and Sons

ACKNOWLEDGEMENT

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.

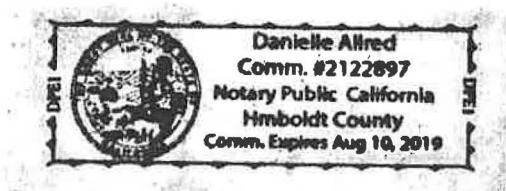
State of California  
County of Humboldt

On December 6, 2018 before me, Danielle Allred, a notary public, personally appeared Dean Hunt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Danielle Allred



(Seal)

EXHIBIT A – LEGAL DESCRIPTIONS  
GRAZING LEASE AGREEMENT BETWEEN A.N. HUNT AND SONS AND CITY OF ARCATA  
FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2023

Exhibit A

Real Property Description  
Bayview Ranch Property, Humboldt County, California

The real property in the City of Arcata, County of Humboldt, State of California, described as follows:

That portion of Section 4, Township 5 North, Range 1 East, Humboldt Meridian, and of Section 33, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

**BEGINNING** on the quarter section line at a point located South 0 degrees 05 minutes East, 891.94 feet thereon from the closing quarter corner on the North line of said Section 4;

thence North 30 degrees 21 minutes 04 seconds West, 3120.03 feet to the Westerly line of land conveyed to Chauncey M. Gould by deed recorded April 2, 1964 in Book 781 of Official Records, page 499, under Recorder's Serial No. 5849, Humboldt County Records;

thence South 1 degree East (shown as South 0 degrees 56 minutes 19 seconds East on Record of Survey recorded in Book 18, page 146 of Surveys) along said Westerly line, 1175.20 feet to an angle point in said line being the Easterly line of the land conveyed to Brizard-Matthews Machinery Co., a partnership, by deed dated June 15, 1960 and recorded August 8, 1960 in Book 598 of Official Records, page 223, under Recorder's Serial No. 12906, Humboldt County Records; and

thence South 37 degrees 15 minutes West (shown as South 37 degrees 17 minutes 39 seconds West on said Survey in Book 18 of Surveys, page 146), along said Easterly line 781 feet to the section line between Section 33 of Township 6 North, Range 1 East, and Section 4 of Township 5 North, Range 1 East, Humboldt Meridian, at a point located 447.44 feet Easterly along said division line from the Southwest corner of said Section 33;

thence continuing along said Brizard-Matthews line, South 37 degrees 15 minutes West, 590 feet to most Northerly corner of the parcel of land conveyed to the State of California, by Fredericka Alant Dolson and husband by deed dated February 2, 1953 and recorded February 24, 1953 in Book 240 of Official Records, page 50, under Recorder's Serial No. 2318, Humboldt County Records;

thence Southerly along the Easterly line of said State of California parcel, along a curve to the right, with a radius of 11,100 feet, through an angle of 2 degrees 07 minutes 28 seconds, a distance of 565.31 feet;

thence South 6 degrees 35 minutes 08 seconds East, 136.00 feet to an angle point in said State of California boundary;

thence North 37 degrees 19 minutes 30 seconds East, 39.47 feet to the most Northerly corner of a parcel of land conveyed to the State of California by deed recorded August 5, 1953 in Book 259 of Official Records, page 523, under Recorder's Serial No. 9939, Humboldt County Records;

thence along the Easterly line of said last mentioned State of California land South 4 degrees 14 minutes 55 seconds East, 671.39 feet, South 0 degrees 25 minutes 30 seconds West 959.99 feet, North 89 degrees 34 minutes 30 seconds West, 48 feet and South 0 degrees 25

**Exhibit A, Real Property Description**  
**Bayview Ranch Property, Humboldt County, California**

Page 2

minutes 30 Seconds West, 1381.49 feet, more or less, to the South line of the Northwest Quarter of the Southwest Quarter of said Section 4;

thence East along said South line, 1038.42 feet, more or less, to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4;

thence East along the South line of the Northeast Quarter of the Southwest Quarter and the South line of the Northwest Quarter of the Southeast Quarter of said Section 4, a distance of 2443.32 feet;

thence following a division line fence South 43-3/4 degrees East, 660 feet;

thence North 46-1/4 degrees East, 132 feet;

thence South 43-3/4 degrees East, 114.06 feet to the most Westerly corner of the parcel of land conveyed to Bayside Community Presbyterian Church by deed recorded November 21, 1957, under Recorder's Serial No. 17184;

thence North 46-1/4 degrees East, 84.96 feet;

thence South 43-3/4 degrees East, 210 feet to the Northwesterly line of the County Road, as it existed on November 1, 1900;

thence along that line North 47 degrees East, 351.30 feet;

thence at a right angle North 43 degrees West, 436.92 feet;

thence North 72 degrees West, 285.12 feet;

thence North 29 degrees 20 minutes West, 875.82 feet;

thence North 57 degrees West, 277.86 feet;

thence North 60 degrees East to the most Southerly corner of the parcel of land described in deed to Jacoby Creek School District of Humboldt County recorded May 21, 1956, in Book 393 of Official Records, page 109, Humboldt County Records;

thence North 30 degrees 15 minutes West, 492 feet to the most Westerly corner of said school district parcel;

thence along the Northerly line of said parcel North 60 degrees East to the Westerly line of the County Road as it existed on November 1, 1900;

thence along that line North 30 degrees West, 913.8 feet to a division line fence;

thence following said fence line South 89-3/4 degrees West to said quarter section line;

thence North 0 degrees 05 minutes West, along said quarter section line, 569.30 feet to the point of beginning.

**EXCEPTING THEREFROM** that portion thereof described as follows:

**BEGINNING** at a point on the Southeasterly boundary line of the parcel of land described and designated Parcel Two in the Judgment dated February 18, 1963, and recorded in the Office of the County Recorder of said County of Humboldt in Book 725, page 318 of Official Records, from which the most Southerly corner of said parcel of land

**Exhibit A, Real Property Description**  
**Bayview Ranch Property, Humboldt County, California**  
Page 3

designated Parcel Two bears South 78 degrees 58-1/2 minutes West, 705.4 feet distant; and running

thence North 78 degrees 58-1/2 minutes East along the Southeasterly line of said parcel of land designated Parcel Two, a distance of 305.3 feet;

thence North 0 degrees 20 minutes West, 238.1 feet;

thence South 89 degrees 40 minutes West, 300.00 feet;

thence South 0 degrees 20 minutes East, 294.7 feet, more or less, to the point of beginning, being a portion of Section 4, Township 5 North, Range 1 East, Humboldt Base and Meridian.

**ALSO EXCEPTING THEREFROM** that portion thereof, described as follows:

All that real property situated in the Southeast Quarter of Section 4, Township 5 North, Range 1 East, Humboldt Meridian, described as follows:

**BEGINNING** at the most Southwesterly corner of the parcel of land conveyed to Bayside Community Presbyterian Church by deed recorded November 21, 1957 in Book 467 of Official Records, page 416, under Recorder's Serial No. 17184, Humboldt County Official Records;

thence North 46 degrees 15 minutes East, along the Westerly line of said Church parcel, 84.96 feet;

thence North 43 degrees 45 minutes West, 116.94 feet;

thence South 46 degrees 15 minutes West, 84.96 feet;

thence South 43 degrees 45 minutes East, 116.94 feet to the point of beginning.

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///  
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Exhibit A, Real Property Description  
Brizard Tract, Humboldt County, California

**BRIZARD PROPERTY  
LEGAL DESCRIPTION**

APN 501-042-007  
APN 501-042-014

All that real property situated in the City of Arcata, County of Humboldt, State of California, described as follows:

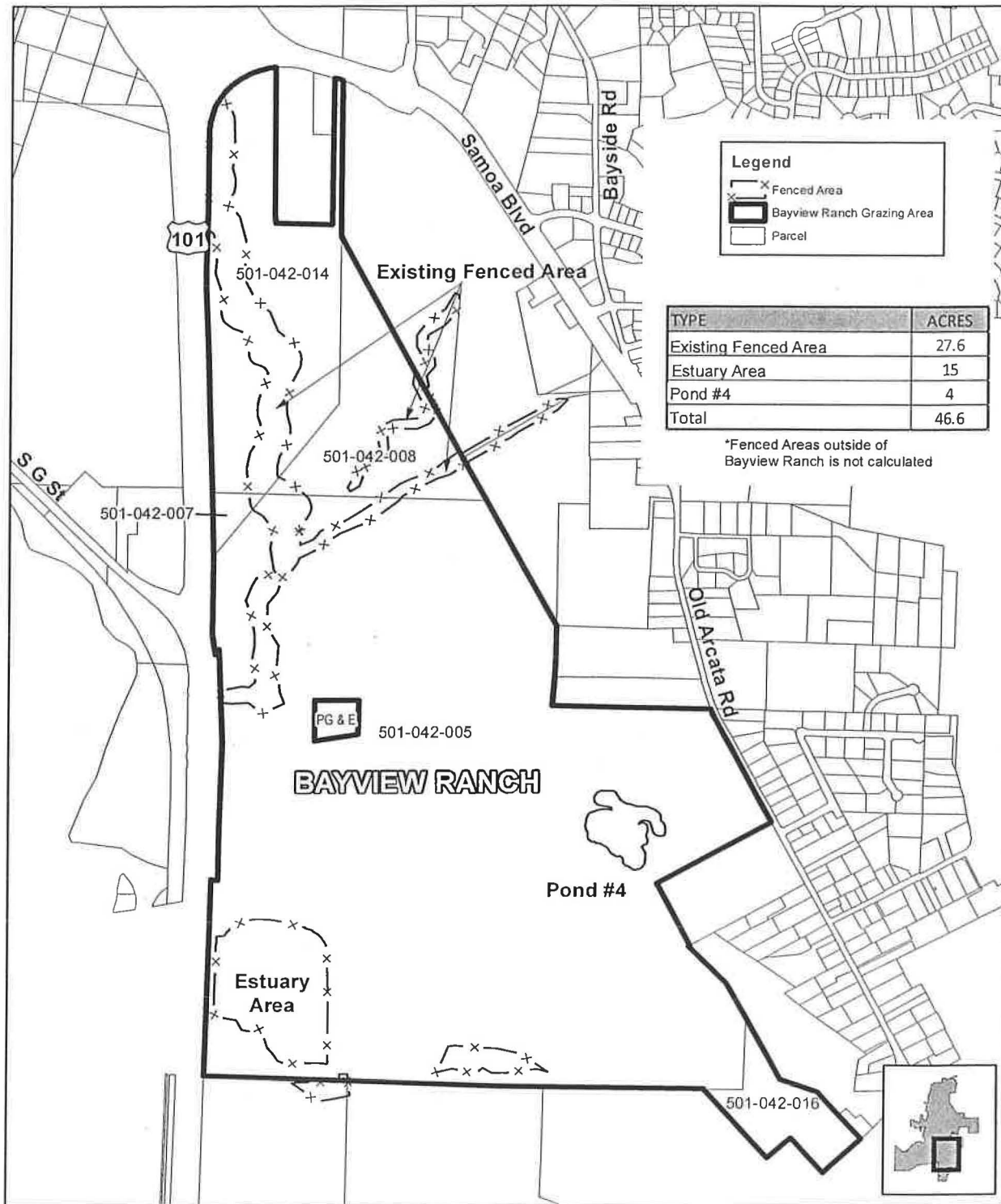
That Portion of the West Half of the Southwest Quarter of Section 33 and the East Half of the Southeast Quarter of Section 34, Township 6 North, Range 1 East and the Northwest Quarter of the Northwest Quarter of Section 4, Township 5 North Range 1 East shown as Parcel 2 of Parcel Map No. 1538 for the Brizard Company, Recorded in Book 13 of Parcel Maps, Page 83 and 84, Humboldt County Recorder's Office.

EXCEPTING THERE FROM that portion thereof conveyed to Arcata Little League and Babe Ruth League, Inc., a corporation, by Deed recorded, November 24, 1986, in Book 1818, Page 694, of Official Records, under Recorder's Serial No. 24978, Humboldt County Records.

*Franklin R. Klopp* 10/20/05  
Franklin R. Klopp, RCE 20758  
License expires 09/30/05



EXHIBIT B – MAP  
 GRAZING LEASE AGREEMENT BETWEEN A.N. HUNT AND SONS AND CITY OF  
 ARCATA FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2023



City of Arcata  
Environmental Services

## Bayview Ranch Lease Area

### 10/24/2018

NORTH

0 250 500 Feet