

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:

Green Diamond Resource Company  
Attn: Administrative Forester  
P.O. Box 68  
Korbel, CA 95550-0068

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APNs: 507-081-032, 507-081-053,  
507-041-001, 504-011-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO RECIPROCAL  
EASEMENT AGREEMENT**

This First Amendment to Reciprocal Easement Agreement (“First Amendment”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by the CITY OF ARCATA, a California municipal corporation ("Arcata"), and GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("Green Diamond"). Arcata and Green Diamond may be individually referred to herein as “Party” and collectively referred to as “Parties.” There are no other parties to this First Amendment.

WHEREAS, Arcata and Green Diamond entered into that certain Reciprocal Easement Agreement dated as of December 30, 2019, recorded in the Official Records of Humboldt County, Instrument No. 2019-023450 (the “Easement Agreement”).

WHEREAS, Arcata and Green Diamond desire to amend the Reciprocal Easement Agreement on the terms and conditions set forth in this First Amendment, for the purpose of amending the Arcata Water Tank Site Easement as defined in the Easement Agreement. The Parties agree as follows:

**1. Defined Terms.** Defined terms used but not defined in this First Amendment are used as defined in the Easement Agreement.

**2. Amendments to Easement Agreement.**

**2.1** Section I.A.1 of the Easement Agreement is amended to read as follows:

1. The Arcata Water Tank Site Easement is an area of approximately 22,275 sq. feet, more particularly described in **EXHIBIT “C-1,”** and as shown and depicted as, “Tank Site Parcel” in **EXHIBIT “C-1 Page 2,”** both Exhibits attached hereto and made a part hereof. The Arcata Water Tank Site Easement provides to Arcata the right to use to construct, install, and maintain a water storage tank for a water system, together with all appurtenant pumps, piping, monitors, electrical

infrastructure, and fencing or other forms of security to protect the water tank (the “Authorized Use”).

**2.2** Section I.A. is amended to add Section I.A.3, which shall read as follows:

3. Arcata shall compensate Green Diamond for the value of an additional 3,375 sq. ft. for the Arcata Water Tank Site (“Additional Area”) and certain standing redwood trees which are required to be removed from the Arcata Water Tank Site Parcel to accommodate the Authorized Use. Green Diamond has valued the Additional Area and redwood trees at One Thousand Nine Hundred Eighty Dollars and 00/100ths United States Dollars (\$1,980.00) the (“Consideration”), payment of which shall be remitted by Arcata upon execution of this First Amendment.

**2.3** Exhibits C, C-1, and C-2 attached to the Easement Agreement are hereby deleted in their entirety and are replaced with Exhibits C, C-1, and C-2 attached hereto.

**3. Effect of Amendment.** Except as provided in this First Amendment, the Easement Agreement remains unmodified and in full force and effect. In the event of any conflict between the Easement Agreement and this First Amendment, this First Amendment shall control. This First Amendment will become effective when both Parties have signed it.

**4. Interpretation, Authority.** The Easement Agreement as modified by this First Amendment constitutes the entire agreement of the Parties with respect to its subject matter. This First Amendment may not be amended except in a writing signed by the Parties. Each Party represents and warrants to the other that the individual signing this First Amendment on its behalf has the authority to do so. If any part of this First Amendment is unenforceable, the remainder is fully enforceable. This First Amendment binds the Parties and their respective successors and permitted assigns.

**5. Miscellaneous.** This First Amendment may be executed in one or more counterparts, each of which shall be considered an original but when taken together shall constitute one and the same agreement. This First Amendment shall be recorded in the Official Records of Humboldt County, California after Arcata has paid the Consideration to Green Diamond. This First Amendment shall not be effective until it has been recorded in the Official Records of Humboldt County, California. This First Amendment must be recorded prior to Arcata removing any trees or performing any work within the Additional Area.

*[Signatures on following page(s)]*

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date and year of first above written.

CITY OF ARCATA,  
a California municipal corporation

By: \_\_\_\_\_  
Karen Diemer, City Manager

Date: \_\_\_\_\_

GREEN DIAMOND RESOURCE COMPANY,  
a Washington corporation

By: \_\_\_\_\_  
Douglas S. Reed, President

Date: \_\_\_\_\_

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 \_\_\_\_\_)                    ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, 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 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 \_\_\_\_\_

(Seal)

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                    )  
  )        ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, 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 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 \_\_\_\_\_

*(Seal)*