

**2019-023450**

**RECORDING REQUESTED BY:**  
Fidelity National Title Company of California  
Escrow No. Title No.:

**When Recorded Mail Document To:**  
Green Diamond Resource Company  
Attn: Administrative Forester  
P.O. Box 68  
Korbel, CA 95550-0068

Recorded - Official Records  
Humboldt County, California  
Kelly E. Sanders, Recorder  
Recorded by: FIDELITY NATIONAL TITLE COMP  
Pages: 21

Recording Fee: \$ 73.00  
Tax Fee: \$0.00  
Clerk: kt Total: \$73.00  
Dec 30, 2019 at 04:28:08

**\*\*\* CONFORMED COPY \*\*\***

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RECIPROCAL EASEMENT AGREEMENT**

This RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made by and between the City of Arcata ("Arcata"), a California municipality and Green Diamond Resource Company, a Washington corporation, ("Green Diamond"). Arcata and Green Diamond are each a "Party" and collectively are the "Parties".

**WITNESSETH**

**WHEREAS**, Green Diamond is the owner of certain lands and premises situated in the County of Humboldt, State of California (the "Green Diamond Property"), which is described in **EXHIBIT "A"** attached hereto and made a part hereof; and

**WHEREAS**, Arcata is the owner of certain lands and premises situated in the County of Humboldt, State of California (the "Arcata Property"), which is described in **EXHIBIT "B"** attached hereto and made a part hereof; and

**WHEREAS**, Arcata is desirous of acquiring certain rights and privileges of record over and across specific portions of the Green Diamond Property,

**WHEREAS**, Green Diamond agrees to grant such rights and privileges in accordance with the terms and conditions herewith.

**WHEREAS**, Green Diamond is desirous of acquiring certain rights and privileges of record over and across specific portions of the Arcata Property,

**WHEREAS**, Arcata agrees to grant such rights and privileges in accordance with the terms and conditions herewith.

**NOW, THEREFORE**, in good and valuable consideration, receipt of which is hereby acknowledged, Green Diamond and Arcata hereby agree as follows:

## **I. GRANT AND AUTHORIZED USE.**

A. Green Diamond grants to Arcata, for the benefit of Arcata, its employees, lessees, agents, contractors, successors, and assignees, an easement in gross over the Green Diamond Property for so long as Arcata uses the easement for its municipal water system. The easement shall have two components: (1) the “Arcata Water Tank Site Easement,” and (2) the “City of Arcata Access Easement”, which are shown on Exhibit C and further described as follows:

1. The Arcata Water Tank Site Easement is an area of approximately 18,900 sq. feet, more particularly described in **EXHIBIT “C-1,”** and 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 a 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. The City of Arcata Access Easement is more particularly described in **EXHIBIT “C-2,”** and shown and depicted as “Proposed Road Easement” on **EXHIBIT “C-2, Page 3,”** both Exhibits attached hereto and made a part hereof. The City of Arcata Access Easement provides to Arcata a non-exclusive toll-free easement, 20 feet in width, for ingress, egress and the installation, maintenance and use of water, electric, communication, and other utilities as necessary for the purpose of maintaining and operating the Arcata Water Tank (also, the “Authorized Use”). The City of Arcata Access Easement shall provide access to and benefit the Arcata Water Tank Site that is described in **EXHIBIT “C-1”**.

B. Arcata grants to Green Diamond, for the benefit of Green Diamond, its employees, lessees, agents, contractors, successors, and assigns, a perpetual, toll-free, non-exclusive easement over the Arcata Property (“Green Diamond Access Easement”). The Green Diamond Access Easement shall provide for ingress, egress and utilities for all lawful uses of the Green Diamond Property (the “Authorized Use”), including, without limitation, the commercial hauling of logs and timber, over a strip of land 60 feet in width, the center line of which is shown as and described as “Proposed 60’ Wide Easement City of Arcata to Green Diamond” on **EXHIBIT “C-3”** hereto. The Green Diamond Access Easement shall be appurtenant to and benefit the adjacent “Green Diamond Property” and all portions thereof, regardless of the number of existing or future divisions of ownership in said Green Diamond Property, which is described in **EXHIBIT “A”**.

## **II. EASEMENT COVENANTS**

Each of Green Diamond and Arcata may be referred to herein as the “Grantor” when each is the owner of the property burdened by a particular easement under this Agreement, and each may be referred to herein as the “Grantee” when each is the beneficiary of an easement granted under this Agreement. Each of the Arcata Tank Site Easement, the City of Arcata Access Easement and the Green Diamond Access Easement (the “Easement”) shall be subject to the following covenants:

A. General Obligations

1. Each Party covenants and warrants to the other Party that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the signatory for the Party below.
2. Each Grantee shall not use the Easement on the property of the Grantor in any way that materially interferes with Grantor’s use of Grantor’s property (excepting the Arcata Tank Site where Grantee’s use may preclude other use by Grantor).
3. The rights granted herein to each Grantee are given expressly subject to existing encumbrances and other matters of record affecting the rights in any manner whatsoever. Grantor does not warrant that it has authority to permit the Authorized Use on behalf of any third party and Grantee shall secure all other permits, privileges or rights required for the Authorized Use. Grantor does not warrant title to the Property and shall not be liable for defects thereto or failure thereof.
4. Each Grantee covenants and agrees to comply with all statutes and regulations applicable to its Authorized Use under the Easement.
5. Grantor makes no representations as to the present or future conditions of the area subject to the Easement and its fitness for the Authorized Use under this Agreement. Grantee accepts this Agreement subject to all danger or injury to persons and damages or destruction to property while Grantee is on or about the Grantor’s property. In this regard, Grantee assumes all risk of injury or death to individuals or the property of individuals and entities who are on the property of Grantor as Grantee’s employees, contractors, agents, or invitees pursuant to this Agreement, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in the property of Grantor.
6. Each Grantee, at its expense, shall procure insurance covering Grantee against risks with minimum limits as indicated below:
  - (a) If applicable, Workers’ Compensation (Statutory amount) and Employer’s Liability coverage of \$1,000,000.

- (b) General Liability insurance of \$2,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Products and Completed Operations, Cross Liability, and Pollution arising out of heat, smoke or fumes from Hostile Fires.
- (c) Commercial Automobile Liability insurance with minimum limits of \$2,000,000 per occurrence combined single limit of Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles.
- (d) The policies specified in (b) and (c) above shall include an endorsement that names the Grantor (i.e. "City of Arcata" or "Green Diamond Resource Company") as an additional insured on a primary basis for the duration of this Agreement.
- (e) Each Grantee shall ensure that Grantor is provided at least a thirty (30)-day written notice prior to cancellation of a required insurance policy.
- (f) All liability coverage must be on an "occurrence" basis as opposed to "claims made."
- (g) At the inception of this Agreement and on an annual, renewal, extension, or replacement basis thereafter, each Grantee shall furnish Grantor with certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, and containing a representation that coverage of the types listed above is provided with the required limits.
- (h) The Parties may reevaluate the minimum limits required on the foregoing policies and may, not more often than once every five years, adjust those limits to reflect industry standards and risks.

7. Each Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Grantor and its employees, agents, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, to the extent arising out of or in connection with the occupation or use of the Easement on Grantor's property by Grantee or anyone else entering the Grantor's property at Grantee's direction or invitation for use of the Easement, or the failure on the part of Grantee to perform fully its promises contained herein.

B. Obligations Concerning the Arcata Tank Site Easement

1. Grantee may use the Arcata Tank Site Easement for transfer and storage of domestic municipal water.
2. Prior to installing the water storage tank and related improvements, Grantee shall provide Grantor with a plan showing the location and specifications for the Arcata Tank Site improvements so that Grantor may review the plan to ensure compliance with the limitations in this Agreement.
3. Grantee may use the Arcata Tank Site exclusively for the Authorized Use and may erect fencing or other barriers to secure the safety of the water works.

C. Obligations Concerning the City of Arcata Access Easement and Green Diamond Access Easement

1. Each Grantor reserves the right to use the Easement for the benefit of adjacent lands, including the right to cross and re-cross and construct intersecting roads, and installation of overhead and/or underground utilities, for itself, its agents, employees, contractors, licensees, Grantees, successors, and assigns
2. All utility lines installed by the Grantee shall be buried beneath the access road or beneath the ground surface immediately adjacent to the access road within the described Easement. Grantee shall, at its expense, mark the location of any underground utility lines installed on the property of Grantor. Grantee agrees to install utility lines at a depth (in no event less than 36 inches below ground surface) sufficient to avoid interference with Grantor's use of the Property.
3. If any portion of the Easement requires access through a locked gate owned or maintained by Grantor, Grantor shall provide Grantee with copies of key(s) needed to open gates for the access provided herein. Except during periods of active use, Grantee shall keep road gates closed and locked unless otherwise instructed by a Grantor representative.
4. Grantee shall repair all damage to and deterioration of Grantor's roads burdened by the Easement when such damage or deterioration is caused by Grantee's use of access rights granted herein. In the event that Grantee is the primary user of the road(s) Grantee shall maintain the road(s), at its sole cost and expense, on an ongoing basis during all periods of road use, including: periodic spot rocking and grading to prevent damage to subgrades; ditching and culvert maintenance to prevent water damage to the roads and creeks; and maintenance of all erosion control devices in good working order.

5. Grantee shall obtain prior written permission from Grantor's authorized representative before gating, obstructing, or storing equipment or material on Grantor's roads within the Easement, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Grantor.

### **III. NOTICES.**

All notices, requests, demands and communications hereunder will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows:

As to City of Arcata:

Attn: City Manager  
736 F Street  
Arcata, CA 95521  
citymgr@cityofarcata.org  
(707) 822-5953

as to Green Diamond:

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

with a copy to:

Green Diamond Resource Company  
Attn: Legal Department  
1301 Fifth Avenue, Suite 2700  
Seattle WA 98101-2613

Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

### **IV. INTERPRETATION.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles of such state.

B. A Party's waiver of any right hereunder or of the other Party's breach or failure to perform shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party, whether of a similar nature or otherwise.

C. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein.

D. This Agreement constitutes the entire agreement of the Parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties, and the amended Agreement remains subject to the enforcement provisions of this Agreement.

E. This Agreement shall bind and inure to the benefit of the successors, personal representatives, and permitted assignees of the respective Parties.

F. Each of the Parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction. No provision of this Agreement shall be construed against one party as the drafter of the Agreement for that provision.

G. Unless otherwise specified, the following rules of construction and interpretation apply: (1) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be interpreted to mean "including but not limited to"; and (3) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement.

## **V. ENFORCEMENT.**

A. If an action is instituted to enforce any of the terms, covenants, conditions or agreements contained in this Agreement or if an action is commenced because of any breach hereof, then the prevailing party in such action shall be entitled to all of its costs and reasonable attorneys' fees as fixed by the trial and appellate courts in said action.

B. The Parties hereby expressly and irrevocably waive all right to a trial by jury in any action, proceeding, claim, counterclaim or other litigation arising out of or relating to the Agreement or any of the activities or events referenced in this Agreement.

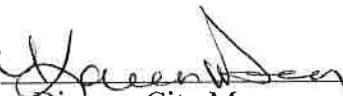
**VI. EXECUTION.**

A. Unless otherwise provided herein, this Agreement shall be effective on the last date of execution by the undersigned parties. This Agreement shall not be binding upon either Party until signed and acknowledged by each Party.

B. Each of the undersigned represents and warrants that they have the right, power, and authority to enter into this Agreement and be bound hereto through the signatory below.

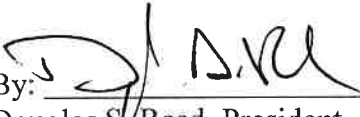

**IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be executed as below subscribed.**

**City of Arcata**

By:   
Karen Diemer, City Manager

Date: 11.22.19

**Green Diamond Resource Company  
a Washington corporation**

By:    
Douglas S. Reed, President

Date: Dec. 5, 2019



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.

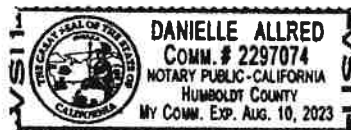
State of California )  
 ) ss.  
County of Humboldt )

On November 22, 2019, before me, Danielle Allred, notary public,  
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(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 *Danielle Allred* (Seal)



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.

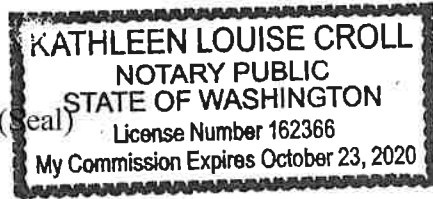
State of Washington )  
 ) ss.  
County of King )

On December 5, 2019, before me, Kathleen Louise Croll,  
Notary Public, personally appeared Douglas S. Reed 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 Washington that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen Louise Croll



**EXHIBIT A  
GREEN DIAMOND PROPERTY**

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

**PARCEL ONE**

The Northeast Quarter of the Northeast Quarter and the West Half of the Northeast Quarter of Section 21, Township 6 North, Range 1 East, Humboldt Meridian.

**PARCEL TWO**

BEGINNING at the North quarter corner of said Section 21 (which is marked by an iron pipe set in the ground); thence West along the section line, 776 feet, more or less, to the East line of the right of way granted by Arcata Mill and Lumber Company to Eureka and Klamath River Railroad Company, by deed of May 15, 1897, recorded in Book 60 of Deeds, page 397, Humboldt County Records; thence Southerly following the East line of said right of way 2440 feet, more or less, to a point from which point the intersection of said East right of way of the Eureka and Klamath River Railroad with the centerline of the Department of Public Works Survey of the State of California for the state highway leading from Arcata to Trinidad and designated as Road I-Hum-1-I, as described in Right of Way Deeds of February 2 and January 19, 1929, from Charles E. Falk, et al, to the State of California, recorded May 7, 1929, in Volume 191 of Deeds, page 227 and 231, Humboldt County Records, bears Southerly 205 feet; thence South 74 degrees 00 minutes East, 316 feet; thence North 58 degrees 30 minutes East, 372 feet; thence North 45 degrees 00 minutes East, 180 feet; thence North 81 degrees 00 minutes East, 222 feet; thence South 66 degrees 00 minutes East, 307 feet; thence South 49 degrees 00 minutes East, 860 feet; thence South 40 degrees East, 386.3 feet; thence South 30 degrees East, 600 feet; thence East, 100 feet; thence North, 621.6 feet to the South line of the Northeast Quarter of said section; thence West on the quarter section line, 400 feet to the center quarter corner of said section; and thence North on the quarter section line, 2640 feet to the place of beginning.

EXCEPTING the water flowing in Janes Creek, as granted by deed from N.H. Falk and wife to Union Water Company, dated May 1, 1912, and recorded in Book 120 of Deeds, page 298, Humboldt County Records.

ALSO EXCEPTING THEREFROM that portion thereof lying west of the north-south quarter section line running through the center of said Section 21.

**PARCEL THREE**

A non-exclusive easement for ingress, egress and utilities for all purposes, including the commercial hauling of logs and timber over a strip of land 60 feet in width the centerline of which is shown and delineated on said Parcel Map No. 2315 as "CL of 60' easement for ingress, egress and utilities for Parcels 3 and 4 created by this map, and an easement for all purposes for the Simpson Redwood Property to the east".

**PARCEL FOUR**

A non-exclusive easement for ingress and egress for timber management purposes over a strip of land 40 feet in width the centerline of which is shown and delineated on said Parcel Map No. 2315 as "CL of 40' easement for ingress, egress and utilities for Parcel 3 created by this map, and an easement for timber management purposes for the Simpson Redwood Property to the east".

APNs 507-041-001, 504-011-004

**EXHIBIT B**  
**ARCATA PROPERTY**

That portion of the West Half of Section 21, Township 6 North Range 1 East, Humboldt Meridian, in the County of Humboldt, State of California more particularly described as follows:

**PARCEL ONE**

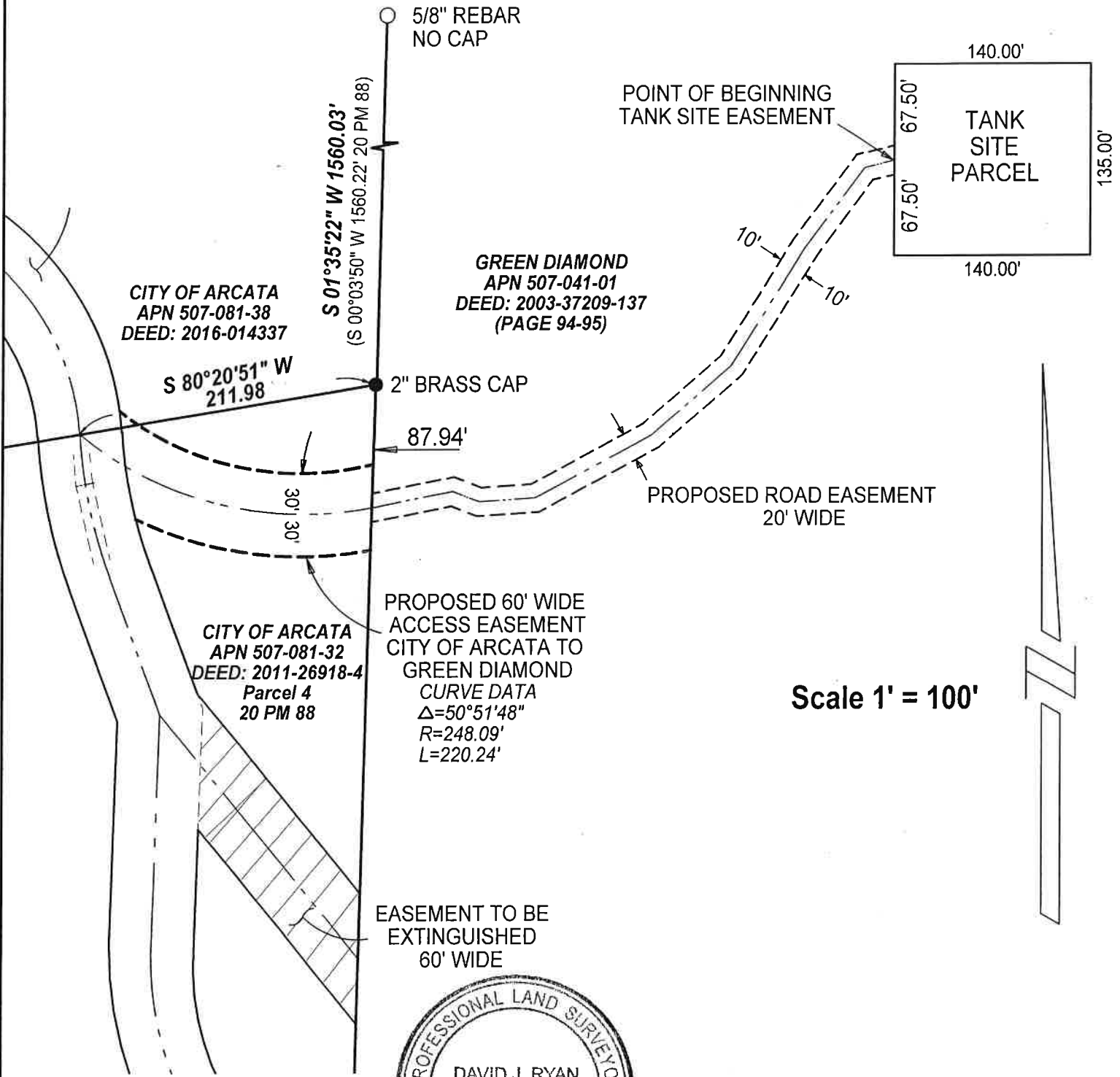
Parcel 4 of Parcel Map No. 2315 recorded January 31, 1985 in Book 20 of Parcel Maps, pages 87 and 88, Humboldt County Records.

**PARCEL TWO**

A non-exclusive easement for ingress, egress and utilities for all purposes, including the commercial hauling of logs and timber over a strip of land 60 feet in width the centerline of which is shown and delineated on said Parcel Map No. 2315 as "CL of 60' easement for ingress, egress and utilities for Parcels 3 and 4 created by this map, and an easement for all purposes for the Simpson Redwood Property to the east".

507-081-032, 507-081-053

# Exhibit C ARCATA TANK SITE AND PROPOSED EASEMENTS



**Scale 1' = 100'**



Located in Section 21, T6N, R1E.

by David J. Ryan dated 12/17/19

Tank site and associated easements  
for City of Arcata  
and Green Diamond Resource Co.

EXHIBIT C-1  
ARCATA TANK SITE  
PAGE 1

All that real property situated in the southwest quarter of the northeast quarter of Section 21, Township 6 North, Range 1 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Being a portion of the lands of Green Diamond Resource Company described in Instrument No. 2003-37209-137 (pages 94 & 95), Official Records of Humboldt County, said portion more particularly described as follows:

A parcel of land 140 feet by 135 feet described as follows:

BEGINNING at the northeasterly terminus of the last course in Exhibit C-3 described as North 76°19'05" East 21.80 feet;

THENCE NORTH 67.50 feet

THENCE EAST 140.00 feet;

THENCE SOUTH 135.00 feet;

THENCE WEST 140.00 feet;

THENCE NORTH 67.50 feet to the POINT OF BEGINNING.

The BASIS OF BEARINGS for this description is the California State Plane Coordinate System (CCS83), Zone 1, Epoch 2010.00, with a convergence angle of  $-01^{\circ}21'19''$  using a combination factor of .99989650 and ellipsoid height of -10' at the 2" brass cap cited herein.

Bearings and distances used herein are grid. Rotate grid bearings herein counterclockwise  $01^{\circ}21'19''$  to obtain geodetic (true) bearings. Multiply grid distances herein by the reciprocal of the combination factor (1.0001035) to obtain "ground" distances. Rotate bearings on Book 20 of Parcel Maps, Pages 87-88, along the east line of Parcels 3 and 4 shown thereon as S  $00^{\circ}03'50''$ W, clockwise  $01^{\circ}31'32''$  to match the bearing basis used herein. Said east line as used in this description is defined by a 5/8" rebar (cap missing) shown at the northeast corner of said Parcel 3 and the 2" brass cap cited in Exhibit C-3 and shown as Corner B on Corner Record No. 11-32 filed in the Humboldt County Surveyor's Office, said brass cap being a replacement of the monument shown at the northeast corner of Parcel 4 from said Book 20 of Parcel Maps, Pages 87-88.

The California state plane coordinates for the brass cap cited herein are:

Northing 2217069.58 Easting 5989077.59

END OF DESCRIPTION

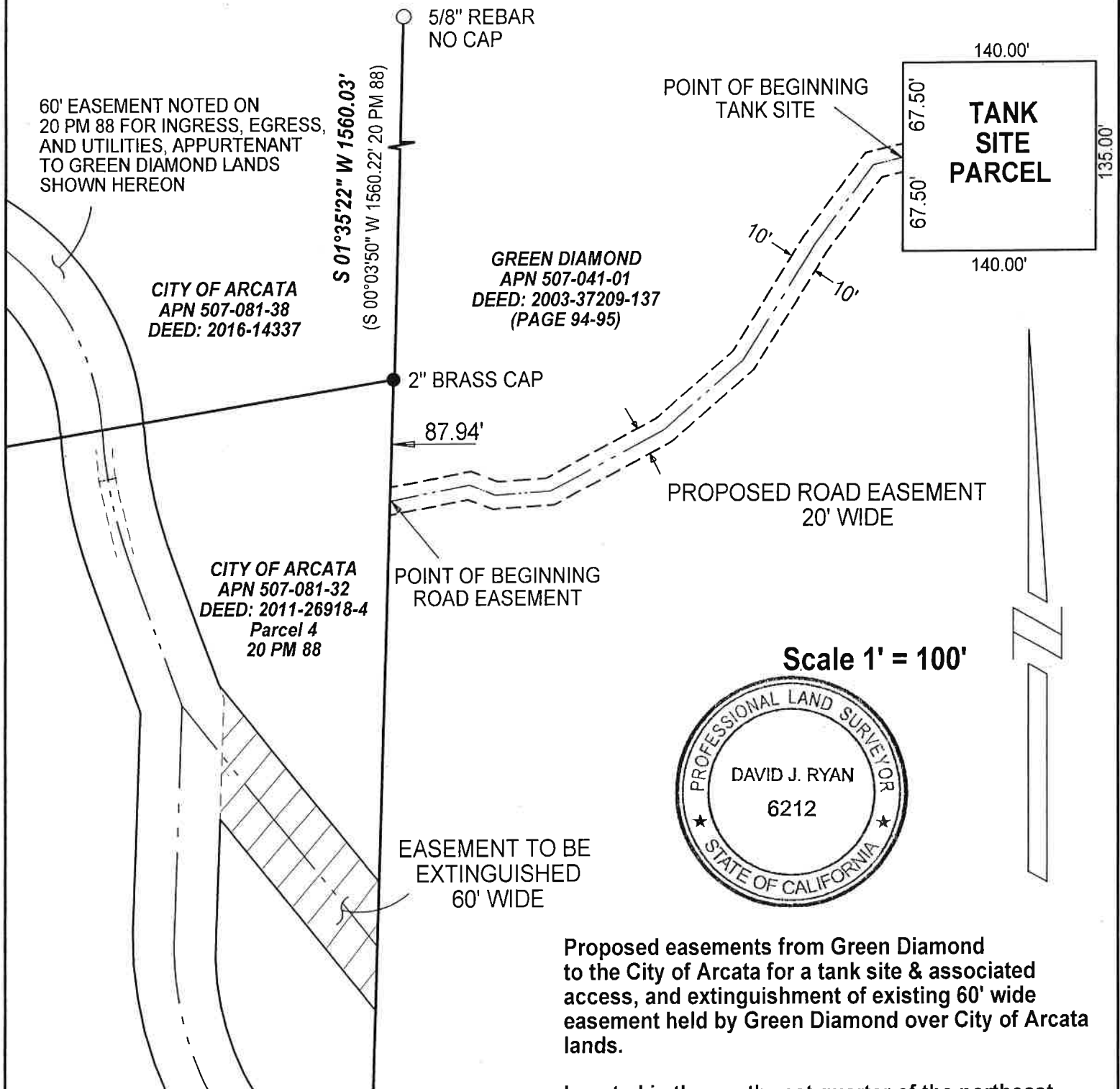


Dated 12/17/19

Prepared by David J. Ryan, LS 6212, Professional Land Surveyor



Exhibit C-1  
Page 2



Proposed easements from Green Diamond to the City of Arcata for a tank site & associated access, and extinguishment of existing 60' wide easement held by Green Diamond over City of Arcata lands.

Located in the southwest quarter of the northeast quarter of Section 21, T6N, R1E.

by David J. Ryan dated 11/19/19

**EXHIBIT C-2  
CITY OF ARCATA ACCESS EASEMENT  
PAGE 1**

All that real property situated in the southwest quarter of the northeast quarter of Section 21, Township 6 North, Range 1 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Being a portion of the lands of Green Diamond Resource Company described in Instrument No. 2003-37209-137 (pages 94 & 95), Official Records of Humboldt County, said portion more particularly described as follows:

A strip of land 20 feet in width, 10 feet each side of the following described centerline:

BEGINNING at a point on the east line of the lands of the City of Arcata, 87.94 feet southerly from the northeast corner thereof, said lands described in Instrument No. 2011-26918-4, Official Records of Humboldt County, further described therein as Parcel 4 of Parcel Map No. 2315 recorded January 31, 1985, in Book 20 of Parcel Maps, Pages 87 and 88, said northeast corner being a 2" brass cap on an iron pipe stamped "Green Diamond T6N R1E LS 8153 2012 PC S 21" shown on Corner Record No. 11-32 on file at the Humboldt County Surveyor's Office;

THENCE leaving said east line and along the center of said strip the following 8 courses:

North 78°47'57" East 58.15 feet;

South 68°30'05" East 20.15 feet;

North 86°02'04" East 39.14 feet;

North 61°31'59" East 92.92 feet;

North 48°52'17" East 75.60 feet;

North 31°44'32" East 98.32 feet;

North 36°20'47" East 70.82 feet;

North 76°19'05" East 21.80 feet to the west line of a proposed tank site easement described in Exhibit C-1.

The sidelines of said strip are to be extended or shortened so as to terminate at the west line of said tank site parcel described in Exhibit C-1.

The BASIS OF BEARINGS for this description is the California State Plane Coordinate System (CCS83), Zone 1, Epoch 2010.00, with a convergence angle of  $-01^{\circ}21'19''$  using a combination factor of .99989650 and ellipsoid height of -10' at the 2" brass cap cited herein.

Bearings and distances used herein are grid. Rotate grid bearings herein counterclockwise  $01^{\circ}21'19''$  to obtain geodetic (true) bearings. Multiply grid distances herein by the reciprocal of the combination factor (1.0001035) to obtain "ground" distances. Rotate bearings on Book 20 of Parcel Maps, Pages 87-88, along the east line of Parcels 3 and 4 shown thereon as S  $00^{\circ}03'50''$ W, clockwise  $01^{\circ}31'32''$  to match the bearing basis used herein. Said east line as used in this description is defined by a 5/8" rebar (cap missing) shown at the northeast corner of said Parcel 3 and the 2" brass cap cited herein and shown as Corner B on Corner Record No. 11-32 filed in the Humboldt County Surveyor's Office, said brass cap being a replacement of the monument shown at the northeast corner of Parcel 4 from said Book 20 of Parcel Maps, Pages 87-88.




EXHIBIT C-2,  
Continued  
PAGE 2

The California state plane coordinates for the brass cap cited herein are:

Northing 2217069.58 Easting 5989077.59

END OF DESCRIPTION

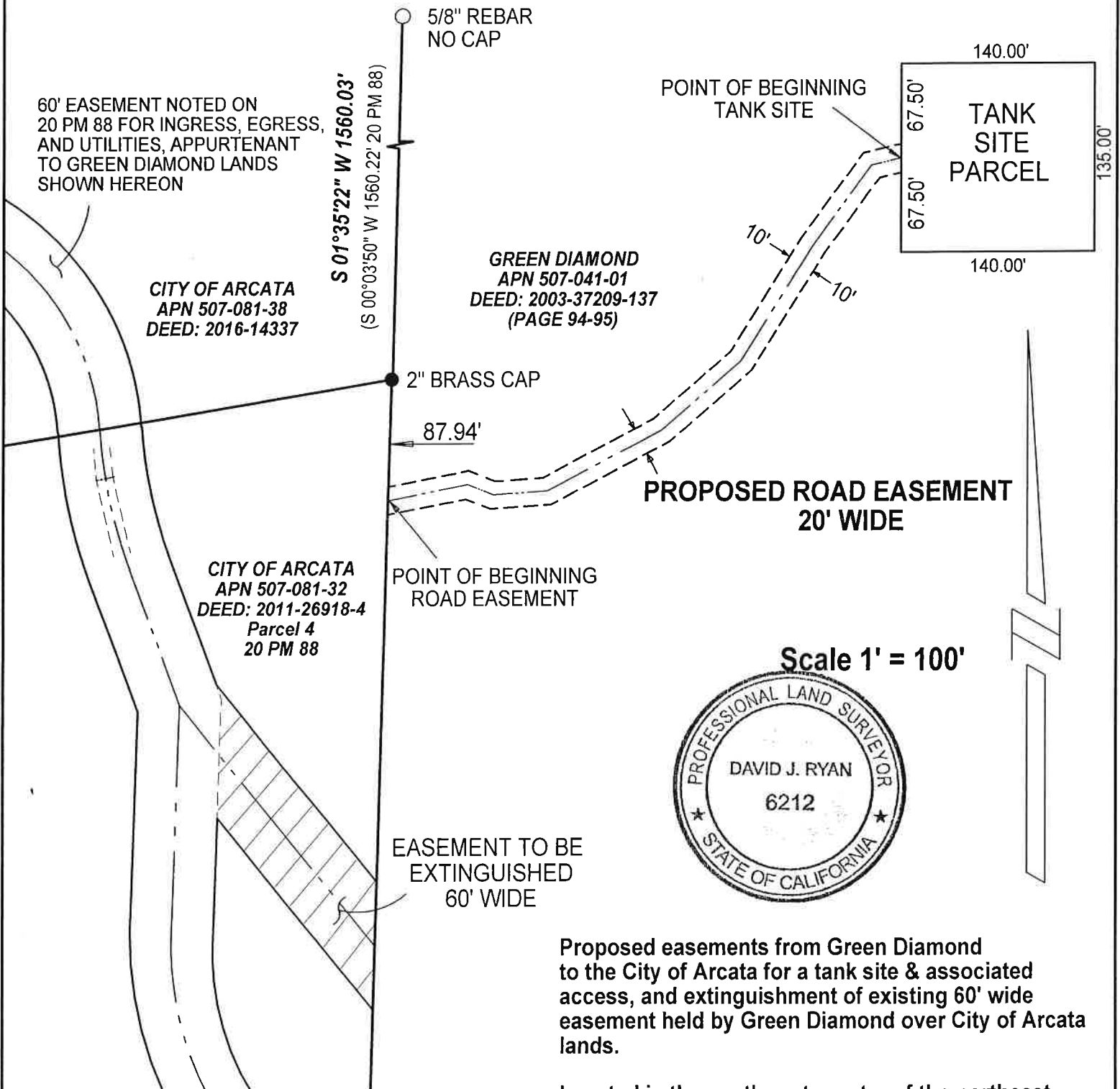


Dated 12/17/19

Prepared by David J. Ryan, LS 6212  
Professional Land Surveyor



Exhibit C-2  
Page 3



Proposed easements from Green Diamond to the City of Arcata for a tank site & associated access, and extinguishment of existing 60' wide easement held by Green Diamond over City of Arcata lands.

Located in the southwest quarter of the northeast quarter of Section 21, T6N, R1E.

by David J. Ryan dated 12/17/19



Scale 1' = 100'

**EXHIBIT C-3  
GREEN DIAMOND ACCESS EASEMENT  
PAGE 1**

All that real property situated in Section 21, Township 6 North, Range 1 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

Being a portion of the lands of the City of Arcata described in Instrument No. 2011-26918-4, Official Records of Humboldt County as Parcel 4 of Parcel Map No. 2315 recorded January 31, 1985, in Book 20 of Parcel Maps, Pages 87 and 88, and a portion of the lands of the City of Arcata described in Instrument No. 2016-014337, Official Records of Humboldt County, described as follows:

A strip of land 60 feet in width, 30 feet each side of the following described centerline:

BEGINNING at a point on the north line of said Parcel 4 of Book 20 of Parcel Maps, Pages 87 and 88, 211.98 feet westerly from the northeast corner thereof, said northeast corner being a 2" brass cap on an iron pipe stamped "Green Diamond T6N R1E LS 8153 2012 PC S 21" shown on Corner Record No. 11-32 on file at the Humboldt County Surveyor's Office, said point of beginning also being on the centerline of a 60' wide easement shown on said Parcel Map, and being a point on a curve having a radius of 248.09 feet at which point a radial bears North 39°39'45" East;

THENCE from a tangent bearing of South 50°20'15" East, along said curve, to the left, southeasterly and easterly a distance of 220.24 feet through a central angle of 50°51'48" to the east line of said Parcel 4.

The sidelines of said strip are to be extended or shortened so as to terminate at the east line of said 60' wide easement and the east line of said Parcel 4, as shown on page 2 of this exhibit.

The BASIS OF BEARINGS for this description is the California State Plane Coordinate System (CCS83), Zone 1, Epoch 2010.00, with a convergence angle of -01°21'19" using a combination factor of .99989650 and ellipsoid height of -10' at the 2" brass cap cited herein.

Bearings and distances used herein are grid. Rotate grid bearings herein counterclockwise 01°21'19" to obtain geodetic (true) bearings. Multiply grid distances herein by the reciprocal of the combination factor (1.0001035) to obtain "ground" distances. Rotate bearings on Book 20 of Parcel Maps, Pages 87-88, along the east line of Parcels 3 and 4 shown thereon as S 00°03'50"W, clockwise 01°31'32" to match the bearing basis used herein. Said east line as used in this description is defined by a 5/8" rebar (cap missing) shown at the northeast corner of said Parcel 3 and the 2" brass cap cited herein and shown as Corner B on Corner Record No. 11-32 filed in the Humboldt County Surveyor's Office, said brass cap being a replacement of the monument shown at the northeast corner of Parcel 4 from said Book 20 of Parcel Maps, Pages 87-88.

The California state plane coordinates for the brass cap cited herein are:

Northing 2217069.58 Easting 5989077.59

END OF DESCRIPTION

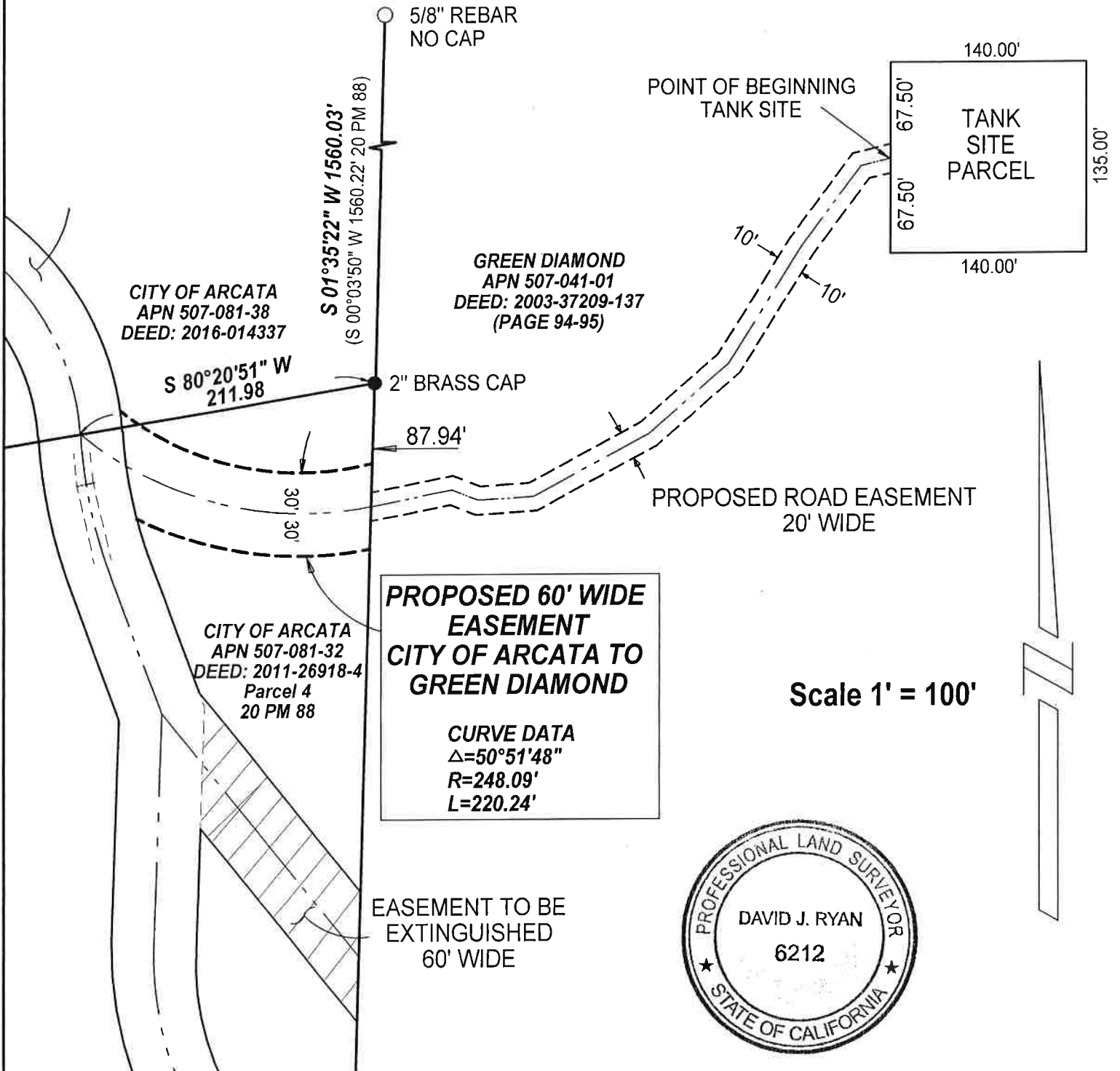


Dated 12/17/19

Prepared by David J. Ryan, LS 6212  
Professional Land Surveyor



**Exhibit  
C-3  
Page 2**



**Proposed 60' access easement from the City of Arcata  
to Green Diamond**

**Located in Section 21, T6N, R1E.**

by David J. Ryan dated 12/17/19

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Reciprocal Easement Agreement, effective as of the date executed, from Green Diamond Resource Company, a Washington corporation, to the City of Arcata, a municipal corporation, are hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Arcata pursuant to authority conferred by Resolution No. 189-61 of the Arcata City Council, adopted on July 17, 2019, and Grantee consents to recordation thereof by its duly authorized officer.

CITY OF ARCATA

By *Karen T. Diemer*  
Karen T. Diemer  
City Manager

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 30, 2019 before me, Danielle Allred, notary public, personally appeared Karen Diemer, 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 she executed the same in her authorized capacity and that by her 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)

