KNEELAND ELEMENTARY SCHOOL DISTRICT
STORAGE SITE
APN 314-131-013

LICENSE AGREEMENT

This License Agreement, hereinafter referred to as AGREEMENT, made and entered into this 16 day of December, 2024, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and KNEELAND ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as SCHOOL DISTRICT, who agree to the following.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT represents and warrants that it is the owner in fee of a certain parcel of land in Section 15, Township 4 North, Range 2 East, Humboldt Base and Meridian, and as such, has the exclusive right to enter into this AGREEMENT; and

WHEREAS, COUNTY desires to enter upon and use a portion of SCHOOL DISTRICT'S real property for the purpose of staging of road maintenance materials, storage of a road grader and other appurtenant equipment, and the use of portable storage buildings, hereinafter referred to as ACTIVITIES; and

WHEREAS, COUNTY'S use of the site is for the specific purpose of maintaining and repairing COUNTY roads;

NOW, THEREFORE, it is mutually agreed as follows:

1. AGREEMENT

SCHOOL DISTRICT grants to COUNTY, subject to all terms and conditions set forth in this AGREEMENT, the use of a portion of SCHOOL DISTRICT'S property identified as Assessor's Parcel Number (APN) 314-131-013. The Assessor Parcel Map is attached hereto and incorporated herein as Exhibit A. The portion of the property to be used by COUNTY, hereinafter referred to as SITE, is shown in the Site Plan attached hereto and incorporated herein as Exhibit B.

That portion of the real property conveyed to Kneeland Elementary School District, recorded in book 150 of Official Records, page 648, Humboldt County Records, lying south of the following described line:

Beginning at a point North 3 degrees 50 minutes West, 150 feet from the Southwest corner of the property described in said Deed;

Thence, North 86 degrees 10 minutes East, 218.44 feet more or less to the intersection with the course described as North 27 degrees 31 minutes 45 seconds West, 121.84 feet as described in said Volume 150 of Official Records, page 648.

2. LICENSE IS NOT A LEASE

This AGREEMENT is not a lease but constitutes a mere license agreement and COUNTY is

limited to the use of the premises described in Section 4.

3. TERM

This AGREEMENT shall commence upon the date of execution, with the first term extending from the date of execution through December 31, 2029.

The AGREEMENT shall renew automatically for five (5) successive one (1) year terms upon the same terms and conditions herein, unless either party provides written notice of non-renewal to the other party by September 30 of the current term.

4. USE OF SITE

SCHOOL DISTRICT grants COUNTY the right to use said SITE described in Section 1 together with the right of COUNTY to ingress and egress over said portion of SCHOOL DISTRICT'S real property for access to COUNTY'S ACTIVITIES. For the purposes of storing road maintenance material, storage of materials may not exceed an amount of 250 cubic yards.

If SITE access is gated and locked, COUNTY shall be provided a key or combination code to conduct COUNTY'S ACTIVITIES.

COUNTY shall have six (6) months after AGREEMENT termination date to remove stored aggregates, equipment, and portable storage buildings from SITE.

5. COMPENSATION

COUNTY agrees to pay SCHOOL DISTRICT a SITE rent of Eighty-Three Dollars and Thirty-three Cents ($83.33) per month for use of said SITE referred to in Section 1. COUNTY shall pay monthly SITE rent payment in advance on an annual basis, at the sum of One Thousand Dollars ($1000.00) per year. Annual SITE payment shall be made payable prior to January 1 of each calendar year.

Site rental payment shall be made payable to:

Kneeland Elementary School District
9313 Kneeland Road
Kneeland, CA 95549

6. SCHOOL DISTRICT'S ACCESS TO SITE

SCHOOL DISTRICT shall have reasonable access to SITE.

7. SITE MAINTENANCE

COUNTY, at COUNTY'S expense, agrees to maintain a fence along the north line of said property.

8. IMPROVEMENTS AND ALTERATIONS

COUNTY may make non-structural alterations or improvements to the SITE to accommodate COUNTY 'S use of SITE. However, COUNTY shall not make any alterations or improvements to SITE without the prior written consent of SCHOOL DISTRICT. Such consent shall not be unreasonably

withheld.

Upon termination of Agreement, COUNTY shall have the right to remove from SITE any such non-structural alterations or improvements including but not limited to the small portable storage buildings installed by COUNTY.

9. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or leased sites are smoke free. COUNTY shall comply with said provision.

10. COMPLIANCE WITH LAWS

COUNTY shall conduct its operations in accordance with all federal, state, and local laws, agreements, permits, regulations, and statutes governing the COUNTY'S SITE operations.

11. REPRESENTATIONS

SCHOOL DISTRICT makes no representations as to the present or future conditions, natural or man-made, of SITE, the character of the traffic on any of its roads, the condition of access roads, or risks associated with or arising from other persons on SITE. COUNTY has entered into this AGREEMENT at its own risk and assumes all risk of personal injury and property damage to itself, its agents, servants, employees, contractors, successors, and assigns in connection with ACTIVITIES under this AGREEMENT. Nothing in this AGREEMENT shall be construed as a guarantee of the type of work or quantity or quality of any products located in or on SITE.

COUNTY represents that it, or its contractor(s), is experienced and competent in performing the ACTIVITIES herein described and further represents it is familiar with and will comply with all the applicable statutes, rules, and regulations promulgated by federal, state, county, local, and other governmental agencies having control over, or an interest in, the ACTIVITIES hereunder. COUNTY agrees to conduct its ACTIVITIES in a diligent and workmanlike manner in accordance with the highest standards and practices recognized in the industry. COUNTY shall not unnecessarily damage trees while conducting its ACTIVITIES.

12. RESPONSIBILITIES OF COUNTY

COUNTY shall promptly report to SCHOOL DISTRICT any violations of any laws, regulations, or permits of which COUNTY has knowledge and promptly send to SCHOOL DISTRICT a copy of any notice of violation received by COUNTY. A copy of all citations or other written documents COUNTY receives from any agency shall accompany the notice of violation.

SITE access shall be limited to normal business hours unless otherwise approved by SCHOOL DISTRICT, with the exception of natural disasters, in which case SITE shall be available to COUNTY 24-7 without prior approval by SCHOOL DISTRICT.

COUNTY shall maintain SITE used by COUNTY in an orderly, clean, and sanitary manner as required by SCHOOL DISTRICT.

In the event of any violation of this AGREEMENT, or of dangerous fire weather, or of possible damage to roads by use in wet weather, SCHOOL DISTRICT shall notify COUNTY'S Public Works Deputy Director of Roads, and COUNTY shall immediately suspend the ACTIVITIES or take steps to address the situation as SCHOOL DISTRICT may direct.

COUNTY shall limit ACTIVITIES to those described above, and shall not construct or erect any

buildings, structures, equipment, or improvements on the SITE without prior written consent of SCHOOL DISTRICT.

COUNTY shall acquaint itself with and confine the ACTIVITIES within the property boundaries and shall be responsible and liable for any trespass outside such boundaries as a result of the ACTIVITIES.

COUNTY shall not cut merchantable trees without prior written consent of SCHOOL DISTRICT.

COUNTY shall promptly pay and discharge all liabilities to vendors and contractors for all labor and material employed in the ACTIVITIES. COUNTY shall indemnify, defend, and hold harmless SCHOOL DISTRICT from any losses, costs, and expenses, including attorneys' fees, incurred to remove any construction, mechanics, or materialman's liens filed against SCHOOL DISTRICT'S real property by any vendors or contractors supplying goods or services.

13. FIRE AND FIRE PREVENTION

COUNTY shall not undertake any burning of debris.

COUNTY assumes full responsibility for personal injury or property damage resulting from the ACTIVITIES by fire or otherwise, including without limitation damage to any timber, logs, logging works, or equipment, and agrees to conform to all laws of the State of California pertaining to forest fires and their prevention and to all rules and regulations of the various departments and subdivisions thereof, as well as those of SCHOOL DISTRICT, the U.S. Forest Service, and any other public authority.

14. COUNTY'S INSURANCE

Without limiting COUNTY'S indemnification provided herein, COUNTY shall take out and maintain, throughout the term of this AGREEMENT, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, employees, or sub-licensees:

A. Comprehensive/Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) SCHOOL DISTRICT, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to SCHOOL DISTRICT, its officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to SCHOOL DISTRICT by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate

policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this project, COUNTY'S insurance is primary coverage to SCHOOL DISTRICT, and any insurance or self-insurance programs maintained by SCHOOL DISTRICT are excess to COUNTY'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

B. By its signature hereunder, COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

15. HOLD HARMLESS INDEMNIFICATION

COUNTY agrees to indemnify and hold harmless, and at its own risk, cost and expense defend SCHOOL DISTRICT from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time the SCHOOL DISTRICT incurs such costs.

SCHOOL DISTRICT agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from SCHOOL DISTRICT'S negligence, intentional acts, or breaches of this AGREEMENT. Indemnification with respect to defense costs shall be made at the time the COUNTY incurs such costs.

16. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the respective addresses set forth below. Notice shall be deemed communicated two (2) County working days from time of mailing if mailed as provided herein.

SCHOOL DISTRICT
Kneeland Elementary School District
9313 Kneeland Road
Kneeland, CA 95549-9018

COUNTY
County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501-0531

17. LICENSE IS PERSONAL

The license herein granted to COUNTY is personal, and COUNTY has no right hereunder for said license to be assigned, sublet or otherwise transferred in whole or in part without prior written consent of SCHOOL DISTRICT and any attempt to assign, sublet, or transfer shall be of

no force or affect whatsoever unless and until SCHOOL DISTRICT shall have given its written consent.

18. NUCLEAR FREE CLAUSE

SCHOOL DISTRICT certifies by its signature below that SCHOOL DISTRICT is not a nuclear weapons contractor, in that SCHOOL DISTRICT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SCHOOL DISTRICT agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if SCHOOL DISTRICT becomes a nuclear weapons contractor.

19. JURISDICTION AND APPLICABLE LAWS

This AGREEMENT shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this AGREEMENT shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

20. COUNTY'S RIGHT TO ERECT SIGNS

COUNTY shall have the exclusive right to erect and maintain upon SITE all signs that it deems appropriate. SCHOOL DISTRICT agrees that no signs or advertising matter of any nature other than COUNTY'S shall be permitted upon that portion of the premises occupied by the COUNTY. SCHOOL DISTRICT shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. SCHOOL DISTRICT and COUNTY shall mutually agree as to the location, size, and style of any signs.

21. TERMINATION

COUNTY and SCHOOL DISTRICT reserve the right to terminate this AGREEMENT on seven (7) days notice for any cause or reason provided by the AGREEMENT itself, or by law, or upon the happening of one or more of the following:

A. The making by COUNTY or SCHOOL DISTRICT of any general assignment for the benefit of creditors.

B. The failure of COUNTY or SCHOOL DISTRICT to remedy any default, breach, or violation of Federal/State/County laws or regulations by COUNTY or OWNER or their employees.

C. The violation of any of the provisions of this AGREEMENT.

D. The SITE becomes damaged due to fire, flood, earthquake, or any other natural disaster.

E. Intentionally supplying COUNTY or SCHOOL DISTRICT with false or misleading information or misrepresenting any material fact on their applications or documents or in their statements to or before COUNTY or SCHOOL DISTRICT, or intentional failure to make full disclosure on their financial statements or other documents.

22. AGREEMENT MODIFICATION

This AGREEMENT may be modified only by subsequent written agreement signed by COUNTY and SCHOOL DISTRICT.

23. SCHOOL DISTRICT NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions set forth in this AGREEMENT, SCHOOL DISTRICT is an independent contractor and not an officer, employee, or an agent of COUNTY.

24. COUNTY'S EMPLOYEES

COUNTY'S employees shall be deemed employees of COUNTY and will not for any purpose be considered employees or agents of SCHOOL DISTRICT. SCHOOL DISTRICT shall exercise no control or supervision over the employees of COUNTY hereunder. It is understood and agreed that no relationship of employer and employee is or shall be deemed to exist either between SCHOOL DISTRICT and COUNTY or between SCHOOL DISTRICT and any other person(s) performing labor or services on behalf of COUNTY. COUNTY shall furnish and be responsible for its own employees, agents, and equipment. It is expressly understood that SCHOOL DISTRICT has no authority over COUNTY'S agents or employees, and any complaint by SCHOOL DISTRICT about COUNTY'S agents or employees will be brought by SCHOOL DISTRICT to COUNTY'S attention in the manner prescribed in Section 16, or through direct communication with COUNTY'S Public Works Deputy Director of Roads.

25. SAFETY

COUNTY shall comply with all federal, state, and local safety and health laws, regulations, and standards, including California Labor Code Sections 6400 et seq., related provisions of the California Code of Regulations and standards of the California Occupational Safety and Health Board, all as amended from time to time, and if applicable shall operate under a current Injury and Illness Prevention Plan that complies with Section 3203 of Title 8 of the California Code of Regulations. Failure of COUNTY to comply with all federal, state, and local health and safety laws, rules and regulations is grounds for immediate termination of this AGREEMENT.

26. HAZARDOUS MATERIALS

COUNTY shall indemnify SCHOOL DISTRICT and hold SCHOOL DISTRICT harmless from and against any and all loss, cost, damage, expense, or claim of any kind and nature (including without limitation, court costs, expenses, and attorneys' fees) paid, incurred, or suffered by, or asserted against SCHOOL DISTRICT, as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from SITE, of any Hazardous Materials arising out of, in connection with, or in any manner related to ACTIVITIES or of any actions or omissions of COUNTY. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

SCHOOL DISTRICT shall indemnify COUNTY and hold COUNTY harmless from and against any and all loss, cost, damage, expense, or claim of any kind and nature (including without limitation, court costs, expenses, and attorneys' fees) paid, incurred, or suffered by, or asserted against COUNTY, as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from SITE, of any Hazardous Materials arising out of, in connection with, or in any manner related to any actions or omissions of SCHOOL DISTRICT. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

27. HAZARDOUS MATERIALS SPILL NOTIFICATION AND RESPONSE

In the event of a spill or release of Hazardous Materials, COUNTY or SCHOOL DISTRICT shall promptly comply with all federal, state, and local spill notification and response requirements.

COUNTY shall, at a minimum:

A. Prevent further spilling or release;

B. Take appropriate corrective actions to mitigate the spill; and

C. Specifically comply with federal, state, and local spill notification and reporting requirements, and notify the other party of any spill event.

COUNTY shall be responsible for the response and restoration costs associated with any release of hazardous materials in connection with COUNTY'S activities.

SCHOOL DISTRICT shall be responsible for the response and restoration costs associated with any release of hazardous materials in connection with SCHOOL DISTRICT'S activities.

28. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this AGREEMENT to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. REAL PROPERTY TAXES

SCHOOL DISTRICT shall pay all real property taxes and general and special assessments levied and assessed against the property. Any improvements created by COUNTY, by action of this AGREEMENT that may create any assessments, shall be the responsibility of COUNTY.

30. WAIVER OF BREACH

The waiver by COUNTY or SCHOOL DISTRICT of any breach of any provision of this AGREEMENT shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this AGREEMENT.

31. BREACH, REMEDY FOR

In the event of breach of this Agreement by COUNTY or SCHOOL DISTRICT, COUNTY and/or SCHOOL DISTRICT shall have all rights and remedies provided by law.

32. SURRENDERING SITE

At the termination of this AGREEMENT, COUNTY shall surrender the premises to SCHOOL DISTRICT in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake or the elements or other casualty.

33. BINDING EFFECT

All provisions of this AGREEMENT shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

34. MISCELLANEOUS PROVISIONS

A. The ACTIVITIES under this AGREEMENT shall in no way interfere with the land management and logging activities conducted by SCHOOL DISTRICT, SCHOOL DISTRICT'S contractors, or assigns, or use by other counties. COUNTY shall supervise all persons connected with COUNTY under this AGREEMENT to assure that its ACTIVITIES are within the boundaries specified in this AGREEMENT.

B. Sections and sub-headings in this AGREEMENT are for convenience only and shall not be considered part of this AGREEMENT or used in its interpretation.

C. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument, which may be sufficiently evidenced by one counterpart.

D. If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this AGREEMENT.

E. 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.

F. Portions of this AGREEMENT are intended to survive any expiration or termination of this AGREEMENT. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations of COUNTY, and the right to exercise remedies for default.

G. This AGREEMENT, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this AGREEMENT, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this AGREEMENT, and any amendments hereto, for all purposes.

35. PRIOR AGREEMENT TERMINATED AND SUPERSEDED

This AGREEMENT terminates and supersedes the Novemeber 19, 2019 License Agreement between COUNTY and KNEELAND ELEMENTARY SCHOOL DISTRICT regarding SITE.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate by the parties hereto upon the date first above written.

COUNTY OF HUMBOLDT:

BY:_____
CHAIR, BOARD OF SUPERVISORS,
COUNTY OF HUMBOLDT,
STATE OF CALIFORNIA

SCHOOL DISTRICT:

KNEELAND ELEMENTARY SCHOOL
DISTRICT BOARD OF TRUSTEES

BY:_____
CHAIRPERSON, BOARD OF TRUSTEES
KNEELAND ELEMENTARY SCHOOL DISTRICT

DATE: 12/16/24

BY:_____
SUPERINTENDENT / PRINCIPAL
KNEELAND ELEMENTARY SCHOOL DISTRICT

DATE: 12/16/24

EXHIBIT A

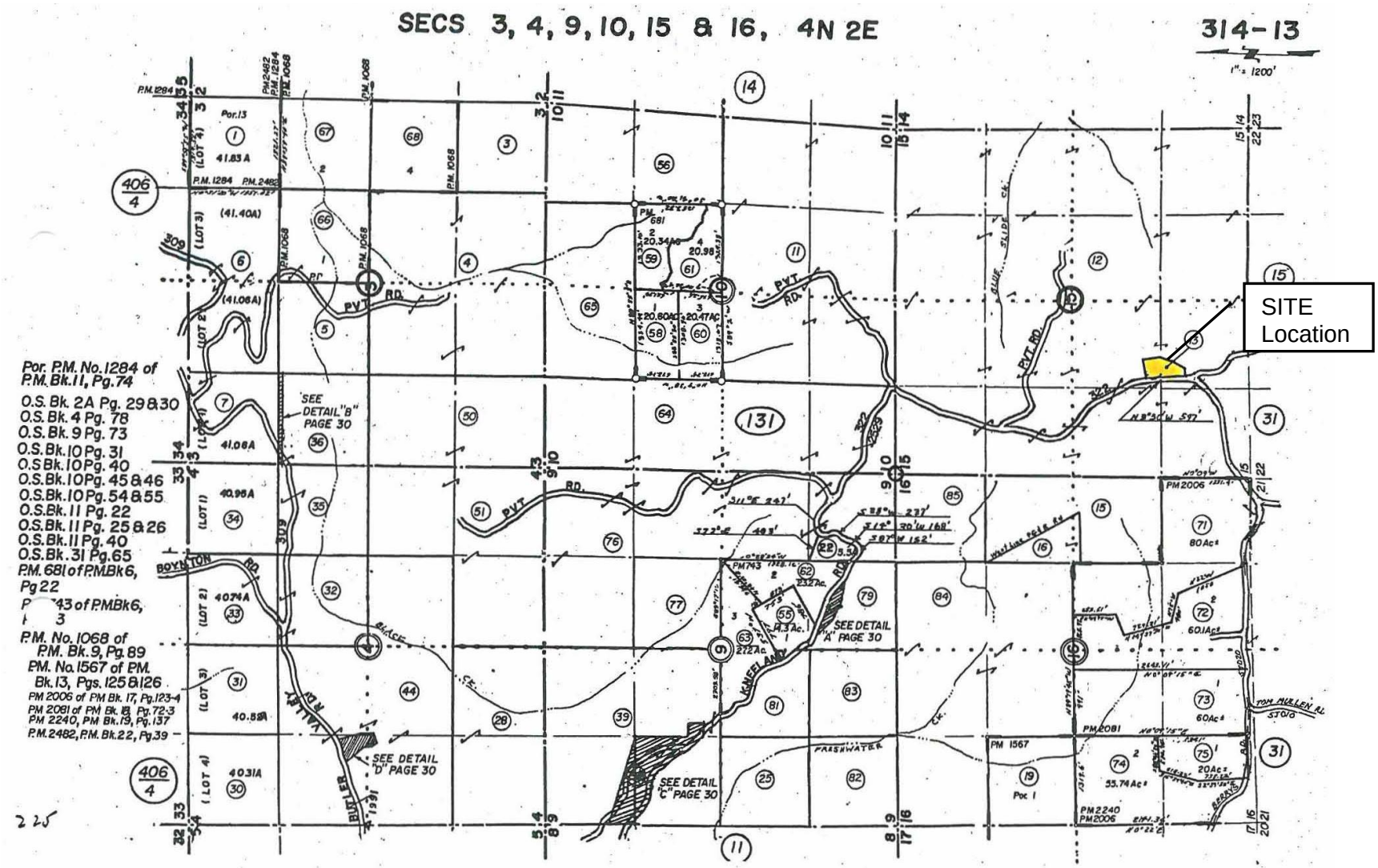
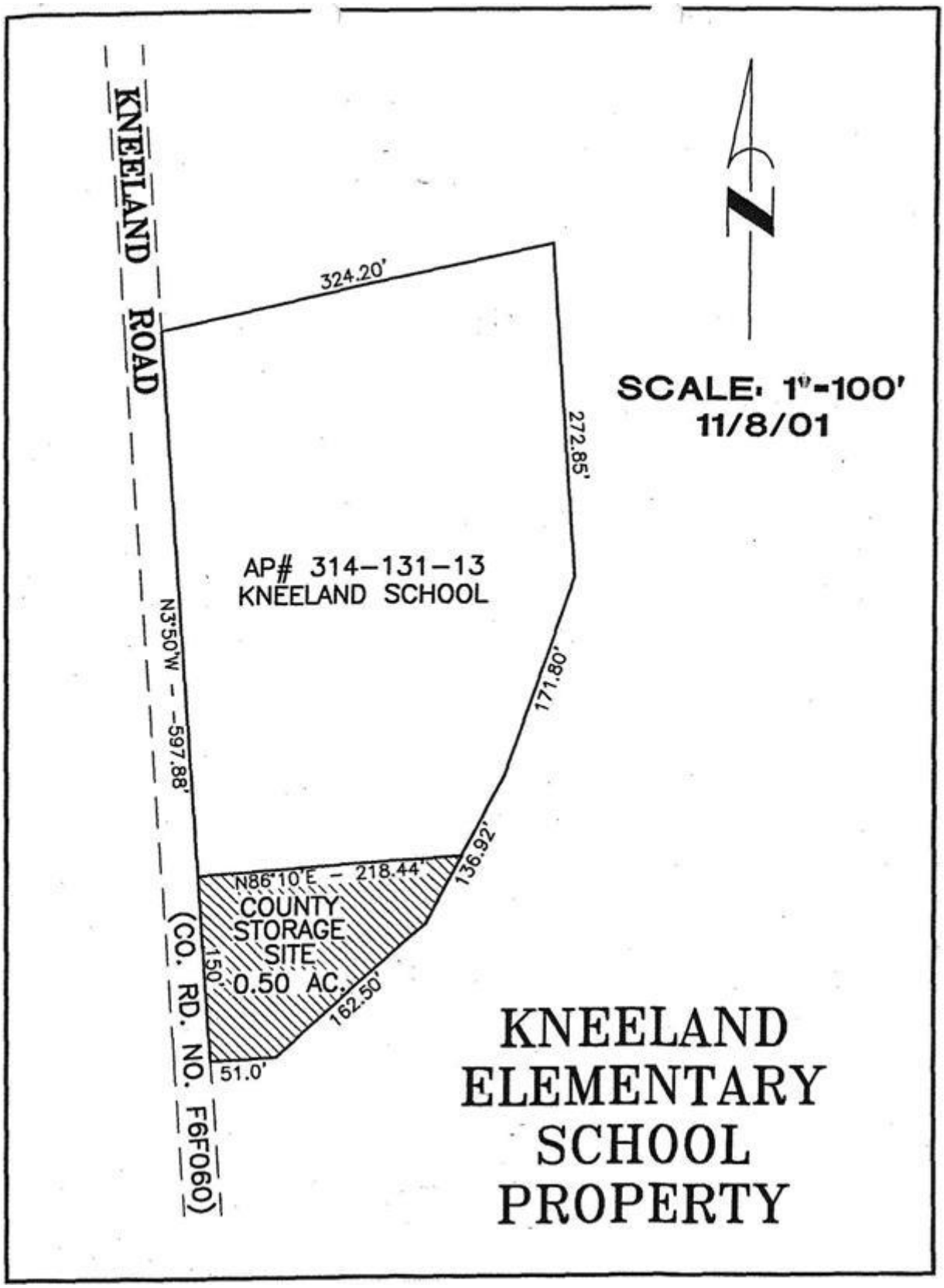

SECS 3, 4, 9, 10, 15 & 16, 4N 2E
314-13
1" = 1200'
SITE Location
Por. P.M. No. 1284 of P.M. Bk. 11, Pg. 74
O.S. Bk. 2A Pg. 29 & 30
O.S. Bk. 4 Pg. 78
O.S. Bk. 9 Pg. 73
O.S. Bk. 10 Pg. 31
O.S. Bk. 10 Pg. 40
O.S. Bk. 10 Pg. 45 & 46
O.S. Bk. 10 Pg. 54 & 55
O.S. Bk. 11 Pg. 22
O.S. Bk. 11 Pg. 25 & 26
O.S. Bk. 11 Pg. 40
O.S. Bk. 31 Pg. 65
P.M. 681 of P.M. Bk 6, Pg 22
P.M. No. 1068 of P.M. Bk. 9, Pg. 89
P.M. No. 1567 of P.M. Bk. 13, Pgs. 125 & 126
PM 2006 of PM Bk. 17, Pg. 123-4
PM 2081 of PM Bk. 18, Pg. 72-3
PM 2240, PM Bk. 19, Pg. 137
P.M. 2482, P.M. Bk. 22, Pg. 39
SEE DETAIL "B" PAGE 30
SEE DETAIL "A" PAGE 30
SEE DETAIL "C" PAGE 30
SEE DETAIL "D" PAGE 30
PVT RD.
BOYNTON RD.
KNEELAND RD.
BUTLER VALLEY RD.
FRESHWATER CK.
TOM MULLEN RD.
225

EXHIBIT B


KNEELAND ROAD
324.20'
272.85'
171.80'
136.92'
N86°10'E - 218.44'
N3°50'W - 597.88'
AP# 314-131-13
KNEELAND SCHOOL
COUNTY STORAGE SITE
0.50 AC.
150'
162.50'
51.0'
(CO. RD. NO. F6F060)
SCALE: 1"=100'
11/8/01
KNEELAND ELEMENTARY SCHOOL PROPERTY