



Mission statement of McKinleyville Community Services District:
“Provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, library services, and other appropriate services for an urban community in an environmentally and fiscally responsible manner.”

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD
WEDNESDAY, DECEMBER 6, 2023 AT 6:00pm**

**LOCATION: AZALEA HALL
1620 Pickett Road
McKinleyville, California
Or**

**TELECONFERENCE Via ZOOM & TELEPHONE:
Use ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) or DIAL
IN TOLL FREE: 1-888-788-0099 (No Password Required!)**

To participate in person, please come to Azalea Hall.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: comments@mckinleyvillecsd.com up until 4:30 p.m. on Tuesday, December 5, 2023.

All Public Comment received before the above deadline will be provided to the Board at 9 a.m. on Wednesday, December 6, 2023 in a supplemental packet information that will also be posted on the website for public viewing.

AGENDA
6:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Additions or Changes to the Agenda

Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.

A.4 Approval of the Agenda

A.5 Closed Session Discussion

At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.

NO CLOSED SESSION SCHEDULED

B. PUBLIC HEARINGS

These are items of a Quasi-Judicial or Legislative nature. Public comments relevant to these proceedings are invited.

NO PUBLIC HEARING SCHEDULED

C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

*Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Services District; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. **Comments are limited to 3 minutes.** Letters should be used for complex issues.*

D. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.

- | | | |
|-----|---|---------------|
| D.1 | Consider Approval of the Minutes of the Board of Directors Regular Meeting on November 1, 2023 and Joint MMAC/MCSD Meeting on November 8, 2023 | Pg. 5 |
| | Attachment 1 – Draft Minutes from November 1, 2023 Regular Meeting | Pg. 7 |
| | Attachment 2 – Draft Minutes from November 8, 2023 MCSD/MMAC Joint Board Meeting | Pg. 13 |
| D.2 | Consider Approval of October 2023 Treasurer’s Report | Pg. 17 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 31 |
| D.4 | Approve Conveyance of Phase 1 of McKinleyville Skatepark from Humboldt Skatepark Collective to MCSD | Pg. 33 |
| | Attachment 1 – Agreement for Conveyance and Acceptance Of Phase 1 of McKinleyville Skatepark | Pg. 35 |
| D.5 | Consider Approval of Resolution 2023-32 Authorizing the General Manager to Sign and File on Behalf of MCSD a Financial Assistance Application for the Lead Service Line Inventory | Pg. 37 |
| | Attachment 1 – Resolution 2023-32 | Pg. 39 |

E. CONTINUED AND NEW BUSINESS

E.1	Consider Adoption of Resolution 2023-26 Recognizing, Honoring, and Commending Kirsten Messmer for Ten (10) Years of Service	Pg. 41
	Attachment 1 – Resolution 2023-26	Pg. 43
E.2	Consider Adoption of Resolution 2023-27 Recognizing, Honoring and Thanking David Baldosser for His 26 Years of Service Upon His Retirement	Pg. 45
	Attachment 1 – Resolution 2023-27	Pg. 47
E.3	Consider Approval of Resolution 2023-28 Approving the Assignment and Assumption of Grant Agreement for the Community Forest between MCSD, the State of California and Trust for Public Lands	Pg. 49
	Attachment 1 – Assignment and Assumption of Grant Agreement	Pg. 51
	Attachment 2 – State of California Natural Resource Agency Grant Agreement	Pg. 55
	Attachment 3 – Resolution 2023-28	Pg. 69
E.4	Consider Approval of Resolution 2023-29 Approving the Donation Agreement of McKinleyville Community Forest between MCSD and Trust for Public Lands	Pg. 71
	Attachment 1 – Donation Agreement	Pg. 73
	Attachment 2 – Resolution 2023-29	Pg. 87
E.5	Consider Approval of Resolution 2023-30 Approving the Preliminary Title Report for the Community Forest Property	Pg. 89
	Attachment 1 – Preliminary Title Report	Pg. 91
	Attachment 2 – Declaration of Covenants (Exception 20 to PTR)	Pg. 125
	Attachment 3 – Resolution 2023-30	Pg. 167
E.6	Consider Approval of Resolution 2023-31 Approving the Road & Access Easements for the Community Forest	Pg. 169
	Attachment 1 – Road and Access Easements from Green Diamond	Pg. 171
	Attachment 2 – Resolution 2023-31	Pg. 215
E.7	Provide Staff Direction on Considering Standards for Exemption from Measure B Assessment	Pg. 217
E.8	Consider Approval of Draft 2024-2029 Strategic Plan for McKinleyville Community Services District (Information)	Pg. 219
	Attachment 1 – DRAFT 2024-2029 Strategic Plan	Pg. 221
	Attachment 2 – Strategic Planning Process Notes	Pg. 233
E.9	Consider Approval of Ordinance 2023-02 Amending Regulation 42,	Pg. 235

Operation of Pierson Park of the MCSD Rules and Regulations – First Reading

Attachment 1 – Revision of Rule 42 in Track Changes
Attachment 2 – Ordinance 2023-02

Pg. 237
Pg. 239

F. REPORTS

No specific action is required on these items, but the Board may discuss any particular item as required.

F.1 ACTIVE COMMITTEE REPORTS

- a. Parks and Recreation Committee (Binder/Biteman)
- b. Area Fund (John Kulstad/Binder)
- c. Redwood Region Economic Development Commission (Biteman/Mayo)
- d. McKinleyville Senior Center Board Liaison (Binder/Couch)
- e. Audit and Finance Committee (Orsini/Biteman)
- f. Employee Negotiations (Couch/Mayo)
- g. McKinleyville Municipal Advisory Committee (Orsini/Binder)
- h. AdHoc Committee – Community Forest (Mayo/Orsini)

F.2 LEGISLATIVE AND REGULATORY REPORTS

F.3 STAFF REPORTS

- a. Finance & Administration Department (Nicole Alvarado) **Pg. 241**
- b. Operations Department (James Henry) **Pg. 243**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 249**
 - Attachment 1 – PARC Meeting Notes from November 11, 2023 **Pg. 251**
- d. General Manager (Pat Kaspari) **Pg. 253**
 - Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 259**

F.4 PRESIDENT'S REPORT

F.5 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEMS REQUESTS

G. ADJOURNMENT

Posted 5:00 pm on December 1, 2023

Pursuant to California Government Code Section 54957.5, this agenda and complete Board packet are available for public inspection on the web at McKinleyvillecsd.com/minutes or upon request at the MCSD office, 1656 Sutter Road, McKinleyville. A complete packet is also available for viewing at the McKinleyville Library at 1606 Pickett Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.

McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.1 **Consider Approval of the Minutes of the Board of Directors**

PRESENTED BY: **Joey Blaine, Board Secretary**

TYPE OF ACTION: **Roll Call Vote – Consent Calendar**

Recommendation:

Staff recommends the approval of the Minutes of the Board of Directors for the November 1, 2023 Regular Board Meeting and November 8, 2023 MCSD/MMAC Joint Board Meeting.

Discussion:

The Draft minutes are attached for the above listed meetings. A reminder that the minutes are approved by the legislative body that is the Board of Directors, not individual members of the Board who were present at a meeting.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Draft Minutes from November 1, 2023 Regular Meeting
- Attachment 2 – Draft Minutes from November 8, 2023 MCSD/MMAC Joint Board Meeting

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MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, November 1, 2023 at 6:00 P.M. IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA and TELECONFERENCE Via ZOOM & TELEPHONE: ZOOM MEETING ID: 859 4543 6653 (<https://us02web.zoom.us/j/85945436653>) and TOLL FREE: 1-888-788-0099

AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The meeting was called to order at 6:00 p.m. with following Directors and staff in attendance in person at Azalea Hall:

Greg Orsini, President	Pat Kaspari, General Manager
Scott Binder, Vice President	Joey Blaine, Board Secretary
James Biteman, Director	James Henry, Operations Director
David Couch, Director	Lesley Frisbee, Parks & Recreation Coordinator
Dennis Mayo, Director	Nicole Alvarado, Finance Director

A.2 Pledge of Allegiance: The Pledge of Allegiance was led by Director Biteman.

A.3 Additions to the Agenda: There were no additions or changes to the agenda.

A.4 Approval of the Agenda:

Motion: It was moved to approve the agenda.

Motion by: Director Mayo; **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

A.5 Closed Session Discussion

There was no closed session.

AGENDA ITEM B. PUBLIC HEARINGS:

B.1 Conduct Public Hearing for the Levy of Assessments for the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities

Consider Adopting Resolution 2023-22 Declaring the Results of the Property Owner Protest Ballot Proceeding for the Increased Measure B Assessment and Approving Certain Related Actions

Consider Adopting Resolution 2023-23 Approving the Engineer’s Report Regarding the Renewal and Increase of the Measure B Assessment and the Levy and Collection of Assessments Related Thereto Commencing in Fiscal Year 2024/2025

Consider Adopting Resolution 2023-24 Ordering the Establishment of Increased Measure B Assessments and the Levy and Collection of Assessments Related

Parks and Recreation Director Frisbee overviewed the item and gave a presentation on the activities of Parks and Recreation department.

President Orsini opened the public hearing at 6:14 p.m.

Elielen Richards and Tom Marking gave public comment.

President Orsini called for any remaining ballots to be submitted and then closed the public hearing at 6:23 p.m.

President Orsini thanked the community for their ongoing support and postponed the remainder of the item until the counting of ballots was completed.

The item resumed at 8:47 p.m. when the ballot count was completed. It was reported that the ballot measure had passed with a result of 63% in favor and 37% in opposition.

Motion: It was moved to adopt Resolution 2023-22.

Motion by: Director Couch; **Second:** Director Mayo

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

Motion: It was moved to adopt Resolution 2023-23.

Motion by: Director Binder; **Second:** Director Mayo

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

Motion: It was moved to adopt Resolution 2023-24.

Motion by: Director Couch; **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

There was no public comment.

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on August 2, 2023 and Special Meeting on October, 4 2023

D.2 Consider Approval of September 2023 Treasurer's Report

D.3 Compliance with State Double Check Valve (DCV) Law

D.4 Close County Trust Accounts

Motion: It was moved to approve the Consent Calendar.

Motion by: Director Couch; **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Consider Appointment of Applicants Ciara Torres and Dana Merrill to Vacant Seat on the Park and Recreation Committee (PARC)

Parks and Recreation Director Frisbee presented the item.

Ciara Torres and Dana Merrill gave brief summaries of their individual backgrounds.

Motion: It was moved to appoint Ciara Torres as a full voting member on the PARC.

Motion by: Director Binder **Second:** Director Mayo

There were no comments from the Board or public

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

Motion: It was moved to appoint Dana Merrill as the alternate voting member on the PARC.

Motion by: Director Mayo **Second:** Director Binder

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

E.2 Consideration of Aultman Water Leak Adjustment.

General Manager Kaspari overviewed the item.

President Orsini invited Ms. Aultman to speak on her own behalf.

Board discussion ensued.

Motion: It was moved to increase the total water leak adjustment from \$585.66 to \$750.00, the maximum allowed by policy.

Motion by: Director Binder **Second:** Director Mayo

There was no comment from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

E.3 McKinleyville Community Services District Service Line Inventory

Operations Director Henry presented the item.

District GIS Analyst Sam King gave a presentation on the process and methodology developed by staff to complete the mandated inventory.

General Manager Kaspari commended GIS Analyst King on the methodology developed and the significant cost savings to the District his work created.

This was an information only item. No action was taken.

E.4 Consider Proposed Dates of Annual MMAC/MCSD Joint Meeting

The item was overviewed by Board Secretary Blaine.

The Board briefly discussed the topics and proposed November 8, 2023 date for the meeting.

Motion: It was moved to approve November 8, 2023 at 6:00 p.m. at Azalea Hall as the date, time and place for the annual MMAC/MCSD joint meeting.

Motion by: Director Mayo **Second:** Director Binder

There was no comment from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

E.5 Update to Procurement Policy for Conflict of Interest per CalOES Audit

General Manager Kaspari presented the item.

Motion: It was moved to approve the addition of the Conflict of Interest Standard of Conduct to the District's Expenditure Control Policy Manual.

Motion by: Director Mayo **Second:** Director Couch

There were no comments from the Board or public.

Roll Call: Ayes: Binder, Biteman, Couch, Mayo, and Orsini Nays: None Absent: None

Motion Summary: Motion passed.

E.6 Review Draft of 2024-2029 Strategic Plan for McKinleyville Community Services District

Parks and Recreation Director Frisbee presented the item.

Director Biteman commented that he was pleased with the strategic planning process and staff participation.

Parks and Recreation Director Frisbee noted that the item is a living document that can be revised and updated.

President Orsini requested staff develop a way to track the metrics of goals 2 and 3.

This was an information only item. No action was taken.

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Parks and Recreation Committee (Binder/Biteman):** Director Binder had nothing to report further than that in Parks and Recreation Director Frisbee's staff report.
- b. **Area Fund (John Kulstad/Binder):** Did not meet.
- c. **Redwood Region Economic Development Commission (Biteman/Mayo):** Director Biteman gave a brief update from the September RREDC meeting.
- d. **McKinleyville Senior Center Advisory Council (Binder/Couch):** Director Binder gave a brief report on the activities of the Senior Center.
- e. **Audit and Finance (Orsini/Biteman):** Did not meet.
- f. **Employee Negotiations (Couch/Mayo):** Did not meet.
- g. **McKinleyville Municipal Advisory Committee (Orsini/Binder):** President Orsini gave a brief report on the activities of MMAC.
- h. **Ad Hoc Community Forest Committee (Mayo/Orsini):** Did not meet.

F.2 LEGISLATIVE AND REGULATORY REPORTS

There were no reports.

F.3 STAFF REPORTS

- a. Finance and Administration Department (Nicole Alvarado):** Finance Director Alvarado gave an update on upcoming staffing changes in the District front office.
- b. Operations Department (James Henry):** No further comments.
- c. Parks & Recreation Department (Lesley Frisbee):** No further comments.
- d. General Manager (Patrick Kaspari):** General Manager Kaspari updated the Board on a recent meeting of the North Coast Resource Partnership, the receipt of a Hazard Mitigation Grant for the Fischer Lift Station Upgrade, the development of the George Wheeler memorial, and the ongoing construction of the 4.5 MG tank.

F.4 PRESIDENT'S REPORT:

F.5 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS:

A brief recess was taken at 8:43 p.m. to allow for the completion of the counting of the ballots pertaining to item B.1.

G. ADJOURNMENT:

Meeting Adjourned at 9:02 p.m.

Joey Blaine, Board Secretary

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**Joint Meeting of the
McKinleyville Community Services District (MCSD) Board of Directors
and the McKinleyville Municipal Advisory Committee (MMAC)**

In person at Azalea Hall, 1620 Pickett Road, McKinleyville, CA and
ZOOM PLATFORM - ONLINE MEETING

November 8, 2023 6:00 pm

MINUTES (Draft)

A. CALL TO ORDER

A.1 Roll Call-

MCSD Board of Directors Members Present:

James Biteman, David Couch, Dennis Mayo, Scott Binder, Greg Orsini.

MMAC Members Present:

Lisa Dugan, Kevin Jenkins, Bonnie Oliver, Twila Sanchez, Kevin Dreyer,
Maya Conrad, Pat Kaspari (and Greg Orsini).

Members Absent: None

A.2 Pledge of Allegiance (led by Kevin Jenkins), Indigenous Land Acknowledgement (led by Lisa Dugan).

A.3 Approval of Agenda:

Dennis Mayo moved to approve the Agenda and David Couch seconded the motion.

B. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS (on non-agenda items)

None

C. CONTINUED AND NEW BUSINESS

C.1 Discussion of County Roads Projects in McKinleyville including Central Avenue, McKinleyville Avenue, Ocean Avenue and the Multimodal Study-

Pat Kaspari presented information on current (Washington Avenue) and proposed future road improvement projects for McKinleyville including information from the Draft Town Center Ordinance, the Santos Subdivision Tentative Map and the McKinleyville Multimodal Transportation Study. Board and community members comments and concerns included:

- The County's current approach to road improvements seems piecemeal and a more comprehensive plan is needed (Lisa Dugan)
- HCAOG is working on a plan for shoulder widening and improvements on Central Avenue from Grange Road to Clam Beach. (Supervisor Madrone)
- Concern was expressed related to the proposed "disappearing bike lane" on Washington Ave. at the School Road intersection. (Colin Fiske) A southbound bike lane connecting to School Road is proposed to be provided through the new BMX Park that MCSD will soon be building. (Pat Kaspari)

C.2 Discussion of the Exploration of Incorporation of McKinleyville-

Kevin Jenkins, Chair of the McKinleyville Incorporation Exploration Subcommittee of the MMAC presented a summary of their work over the past year. This included consultation with Colette Metz Santsche, Executive Director of LAFCo and collaboration with Dr. Josh Zender, Professor of Economics at Cal Poly Humboldt and his team of students who worked on gathering data and producing an Incorporation Report. He shared the Oct. 25, 2023 motion by the MMAC to have an expanded subcommittee continue the work of incorporation exploration including seeking funding to have a Preliminary Initial Feasibility Study prepared and plan for community engagement and education on the incorporation process. Board and community members comments and concerns included:

- With the current sales tax lull, is this the right time to do the feasibility study? Kevin Jenkins shared that any study would include a number of years, and not just current time data. (Kevin Dreyer)
- How do interested members of the public join the subcommittee? Kevin Jenkins answered that the MMAC will likely work on specifying a process for this in a future meeting. (Twila Sanchez)
- Many in the community don't want this, don't want higher taxes and it's time to "put this to bed". (Dennis Mayo)
- Support was expressed for exploring incorporating / annexing with the City of Arcata.

C.3 Discussion of Measure B Reauthorization to Support Parks and Recreation-

Lesley Frisbee, MCSD Parks and Recreation Director, presented information on Measure B reauthorization to support McKinleyville Parks and Recreation. She reported that McKinleyville approved the Measure B Assessment on November 1, 2023 by 63%. Board and community members comments and concerns included:

- The results show how much value the community places in our parks and recreation opportunities and the importance that these play in our quality of life, especially for the youth of our community. Thanks was expressed by many board members to Parks and Recreation staff for their work and to the community for their support of Measure B.
- This funding only makes up about a quarter of the total Parks and Recreation budget and additional fundraising will be required.

C.4 Discussion of Status of McKinleyville Community Forest

Leslie Frisbee, MCSD Parks and Recreation Director, presented information on the status of the McKinleyville Community Forest including the history of the project. The Lot Line Adjustment, property appraisal and preliminary Title report are completed and they are now working with Green Diamond and the Trust for Public Land to finalize the "Donation Agreement" for the transfer of the property to MCSD ownership. They hope to wrap this up in early 2024 and then will establish a Standing Committee for stewarding the development and management of the Community Forest over time.

Representatives of Green Diamond and the Trust for Public Land attended our meeting to answer questions. Leslie Frisbee shared that the Community Forest will be part of the December 6, 2023 MCSD Board of Directors Meeting Agenda and additional information on the project will be shared.

C.5 Discussion of Bringing McKinleyville’s Voice to County Issues

Lisa Dugan led a discussion on how to bring McKinleyville’s voice to County issues. As the third largest community in Humboldt County, and unincorporated, many of our public services are under the County’s purview. Decisions on County wide issues, including large upcoming projects (offshore wind, fish farm, climate action plan etc.) and McKinleyville specific issues all should include input from the McKinleyville community. Monthly 2x2 meetings with the MMAC Chair, MCSD Board Chair, MCSD General Manager, Humboldt County 5th District Supervisor and invited County Department Chairs are an example of progress being made in this area. Board and community members comments and concerns included:

- Stay at the table to keep things from falling through the cracks. (Dennis Mayo)
- We need to continue communication with County Dept. Heads. We still aren’t hearing about McK. subdivisions from the Planning Division. (Kevin Dreyer)
- The County has a culture of “siloing” and they need to automatically come to MMAC and MCSD with everything McKinleyville. (Greg Orsini).
- We need to continue and expand our coordination with local Tribes and the McKinleyville Chamber of Commerce. (Maya Conrad)
- Should McKinleyville be a standing agenda item at the Board of Supervisors meetings and for other County official bodies? (James Biteman)

C.6 Discussion of the Role of MMAC and the Relationship Between MMAC and MCSD in Governance of McKinleyville-

Greg Orsini led a discussion on the role of MMAC and the relationship between MMAC and MCSD in governance of McKinleyville. He discussed MCSD’s role as a provider of services (water, wastewater, lighting, open space, parks and recreation) and MMAC’s role as a body to gather input from the community and providing advice on matters which relate to the McKinleyville Community Planning Area to the Board of Supervisors and other County governmental agencies. A cooperative relationship between the two bodies is essential for planning and serving the community of McKinleyville. He suggested that MMAC members try to come to MCSD meetings when they can. Board and community members comments and concerns included:

- MCSD staff should forward comments that come to them, that are really County issues, to the MMAC. (Kevin Jenkins)
- What does a citizen need to do to be heard at County Planning? In past experience with County Planning it seemed like individual citizen voices are not heard (James Biteman). Supervisor Madrone recommended that 5th District citizens contact him when they feel like they aren’t being heard by County staff on issues related to a local project.

C.7 Discussion of Potential Future Presentations / Programs for either MMAC, MCSD or Both.

Greg Orsini led a discussion of potential future presentations / programs for either MMAC or MCSD or both. He encouraged board members and community members to share their thoughts and ideas:

- The McKinleyville Multimodal Project, Economic Development in McKinleyville, the Airport and its development pursuits. (Maya Conrad)
- Offshore wind, Two-Feather's grant for Mental Health and Youth, emergency plan for McKinleyville, Miranda's rescue. (Twila Sanchez)
- The County does have a McKinleyville Disaster Plan. Information on this could be shared at a future meeting. Also, our local Community Emergency Response Team (CERT) is active and would welcome new members. (Scott Binder)
- A presentation on the history of McKinleyville starting with our Indigenous community history. (Bonnie Oliver)
- Continue updates on Parks and Recreation projects like the Community Forest and Teen Center programs. (Kevin Dreyer)
- An emergency preparedness presentation and a presentation on the Vista Point Park project which just received FAA approval. (Supervisor Madrone)
- McKinleyville Schools and economic development. (Jesse Miles)

D. ADJOURNMENT

The meeting was adjourned at 8:00 pm.

Respectfully submitted,
Bonnie Oliver

**McKinleyville Community Services District
Treasurer's Report
October 2023**

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Ratios

as of October 31, 2023

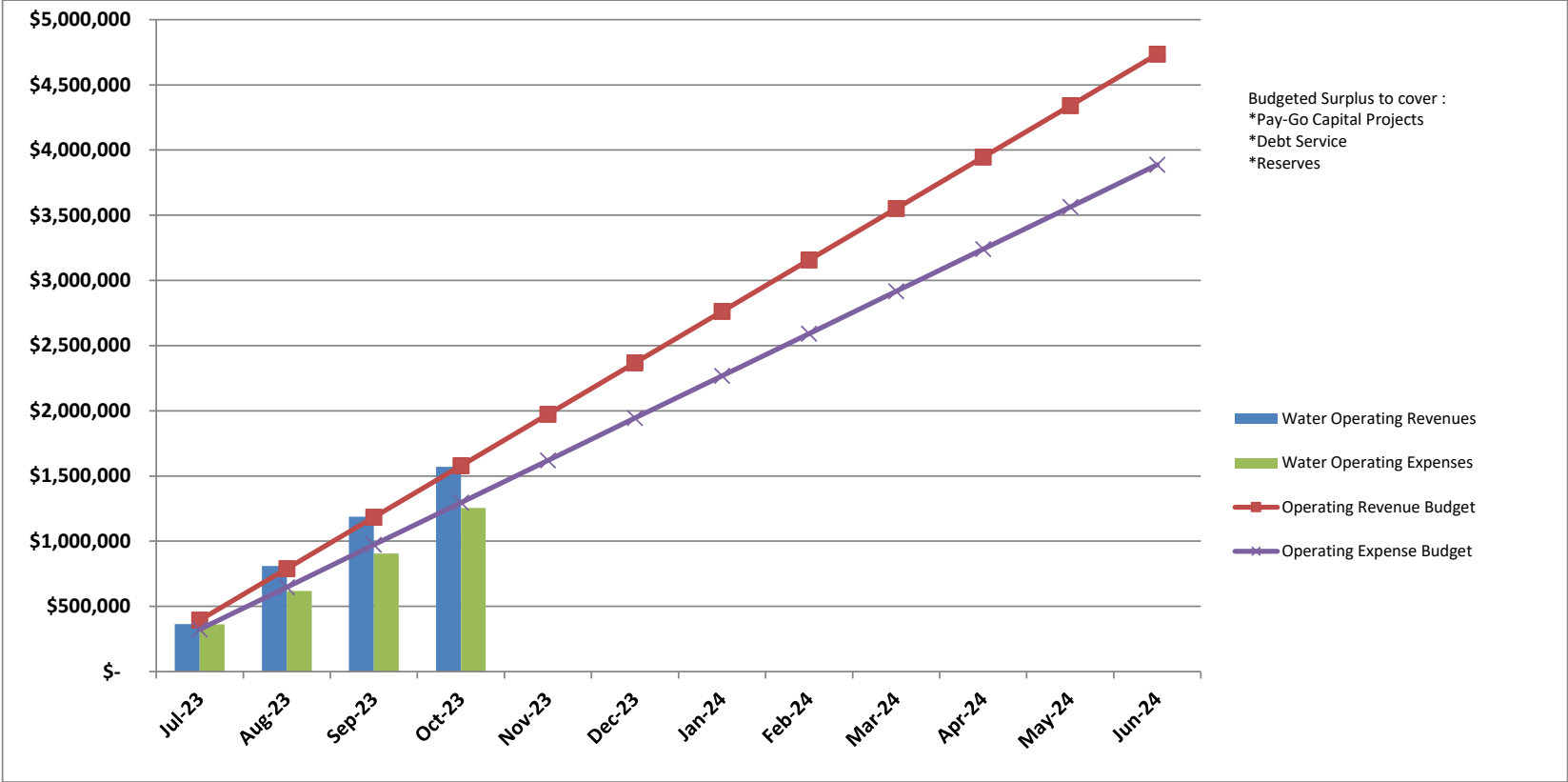
- Utility Accounts Receivable Turnover Days	<table border="1"><tr><td>11</td></tr></table>	11
11		
- YTD Breakeven Revenue, Water Fund:	<table border="1"><tr><td>\$ 1,153,857</td></tr></table>	\$ 1,153,857
\$ 1,153,857		
- YTD Actual Water Sales:	<table border="1"><tr><td>\$ 1,516,560</td></tr></table>	\$ 1,516,560
\$ 1,516,560		
- Days of Cash on Hand-Operations Checking/MM	<table border="1"><tr><td>243</td></tr></table>	243
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**McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
October 2023**

Department Summaries	October	% of Year 33.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	% Year Remaining: 66.67%			Notes
						Total Budget	Remaining		
							Budget	Budget %	
Water									
Water Sales	338,961	1,516,560	1,433,333	83,227	5.81%	4,300,000	2,783,440	64.73%	
Other Revenues	43,317	54,103	144,983	(90,880)	-62.68%	434,950	380,847	87.56%	
Total Operating Revenues	382,278	1,570,664	1,578,316	(7,652)	-0.48%	4,734,950	3,164,286	66.83%	
Salaries & Benefits	101,516	451,372	466,497	(15,125)	-3.24%	1,399,492	948,120	67.75%	Budget spread evenly across 12 months, but actuals vary by schedule
Water Purchased	107,788	427,397	423,466	3,931	0.93%	1,270,398	843,001	66.36%	
Other Expenses	108,967	243,973	272,600	(28,627)	-10.50%	817,800	573,827	70.17%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Depreciation	33,333	133,332	133,333	(1)	0.00%	400,000	266,668	66.67%	
Total Operating Expenses	351,604	1,256,074	1,295,896	(39,822)	-3.07%	3,887,690	2,631,616	67.69%	
Net Operating Income	30,674	314,590	282,420	(47,474)		847,260	532,670		
Grants	335,807	337,755	2,337,500	(1,999,745)		7,012,500	6,674,745	95.18%	
Interest Income	22,293	63,501	(16,667)	80,168	-481.00%	(50,000)	(113,501)	227.00%	
Interest Expense	-	-	(113,450)	(113,450)	-100.00%	(340,351)	(340,351)	100.00%	
Total Non-Operating Income	358,100	401,256	2,207,383	(2,033,027)		6,622,149	6,220,893		
Net Income (Loss)	388,774	715,845	2,489,803	(2,080,502)		7,469,409	6,753,564		
Wastewater									
Wastewater Service Charges	342,651	1,431,453	1,400,000	31,453	2.25%	4,200,000	2,768,547	65.92%	
Other Revenues	48,061	78,848	197,031	(118,183)	-59.98%	591,092	512,244	86.66%	
Total Operating Revenues	390,713	1,510,301	1,597,031	(86,730)	-5.43%	4,791,092	3,280,791	68.48%	
Salaries & Benefits	129,583	572,284	488,914	83,370	17.05%	1,466,742	894,458	60.98%	Budget spread evenly across 12 months, but actuals vary by project & expenditure
Other Expenses	69,992	249,439	366,767	(117,328)	-31.99%	1,100,300	850,861	77.33%	
Depreciation	125,000	500,000	500,000	-	0.00%	1,500,000	1,000,000	66.67%	
Total Operating Expenses	324,575	1,321,723	1,355,681	(33,958)	-2.50%	4,067,042	2,745,319	67.50%	
Net Operating Income	66,138	188,578	241,350	(52,773)		724,050	535,473		
Grants	64,196	64,196	261,833	(197,637)	-75.48%	785,500	721,304	91.83%	
Interest Income	29,258	90,243	(16,667)	106,910	-641.45%	(50,000)	(140,243)	280.49%	
Interest Expense	-	-	(118,756)	(118,756)	-100.00%	(356,267)	(356,267)	100.00%	
Total Non-Operating Income	93,454	154,439	126,410	(28,029)		379,233	224,794	59.28%	
Net Income (Loss)	159,592	343,017	367,760	(24,743)		1,103,283	760,266		
Enterprise Funds Net Income (Loss)	548,366	1,058,862	2,857,563	(1,798,701)		8,572,692	7,513,830		

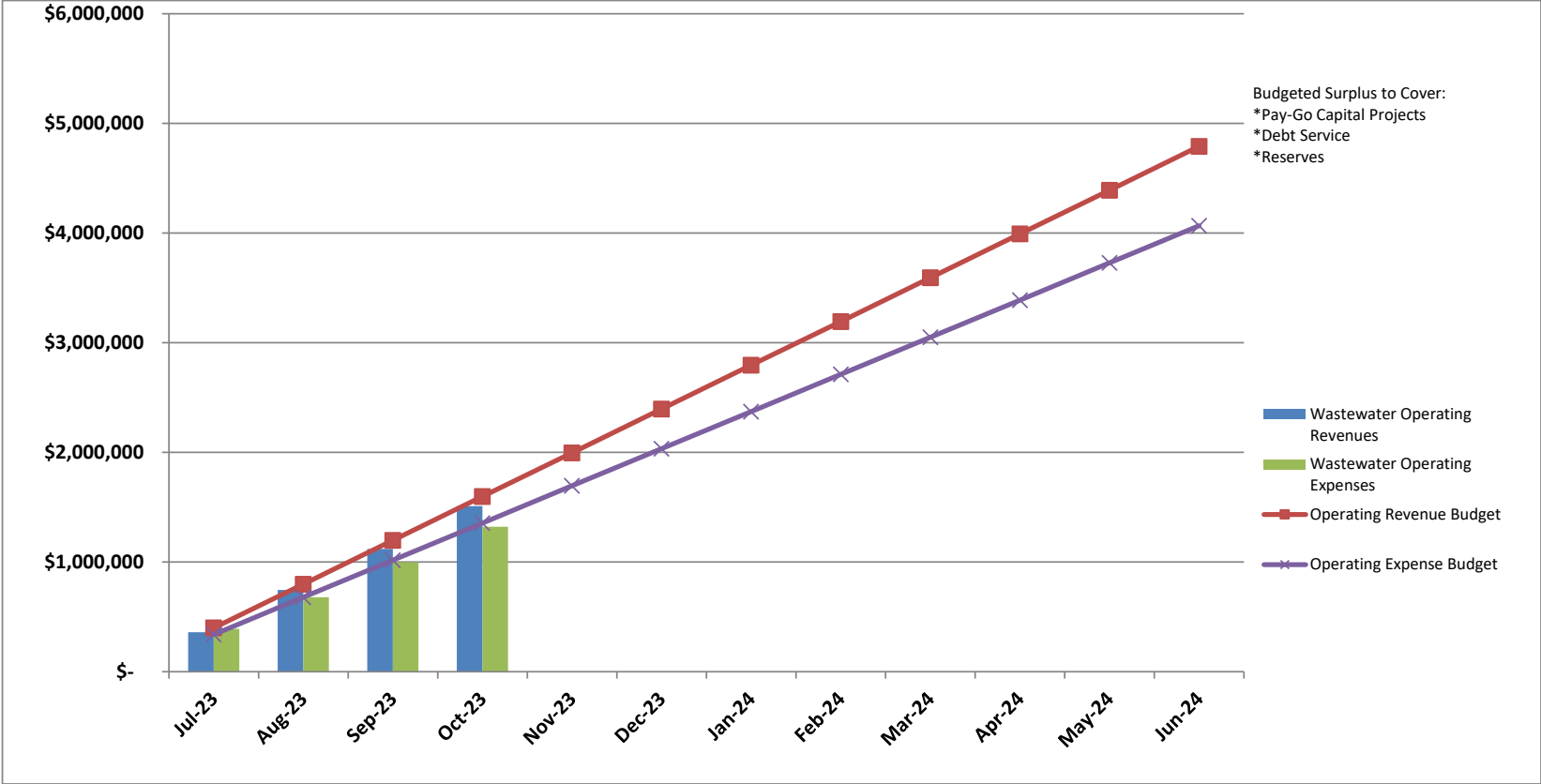
**McKinleyville Community Services District
October 2023**

Comparison of Water Fund Operating Revenues & Expenses to Budget



**McKinleyville Community Services District
October 2023**

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget



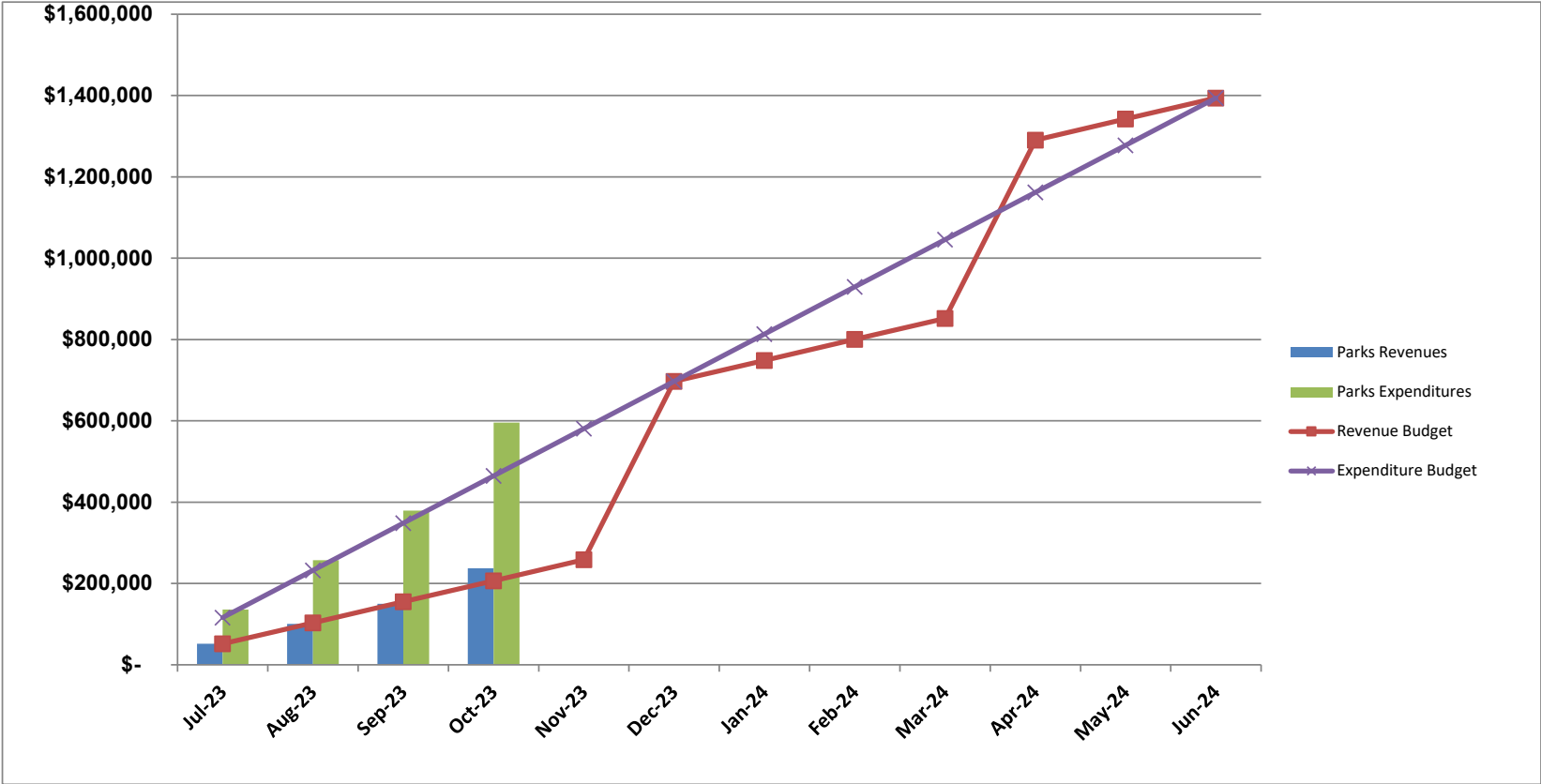
**McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
October 2023**

					% Year Remaining: 66.67%					
Department Summaries	October	% of Year 33.33% YTD	Approved YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Total		Remaining		Notes
						Budget	Budget	Budget	Budget %	
*Parks & Recreation										
Program Fees	43,897	91,399	102,177	(10,778)	-10.55%	306,530	215,131	70.18%	Budget spread evenly across 12 months, but actuals vary by schedule	
Rents & Facility Related Fees	10,842	32,253	28,606	3,647	12.75%	85,819	53,566	62.42%		
Property Taxes	-	-	257,892	(257,892)	-100.00%	773,676	773,676	100.00%		
Other Revenues	11,846	66,270	62,683	3,587	5.72%	188,050	121,780	64.76%	Budget spread evenly across 12 months, but actuals vary by schedule	
Interest Income	20,978	47,685	13,333	34,352	257.64%	40,000	(7,685)	-19.21%		
						620,399				
Total Revenues	87,563	237,607	464,691	(227,084)	-48.87%	1,394,075	1,156,468	82.96%		
Salaries & Benefits	85,015	370,209	292,391	77,818	26.61%	877,174	506,965	57.80%		
Other Expenditures	131,079	225,368	172,277	53,091	30.82%	516,831	291,463	56.39%		
Total Expenditures	216,094	595,577	464,668	130,909	28.17%	1,394,005	798,428	57.28%		
Other Financing Sources:										
Grant Revenues	72,332	72,332	374,667	(302,335)	-80.69%	1,124,000	1,051,668	93.56%		
Capital Expenditures	51,681	154,862	1,016,667	(861,805)	-84.06%	1,124,000	969,138	86.22%	Budget spread evenly across 12 months, but actuals vary by project schedule	
Excess (Deficit)	(107,881)	(440,500)	(641,977)	201,477		70	1,409,708			
*Measure B Assessment										
Total Revenues	53	1,778	77,400	(75,622)	-97.70%	232,200	230,422	99.23%		
							-			
Salaries & Benefits	9,681	36,536	26,122	10,414	39.87%	78,367	41,831	53.38%	Budget spread evenly across 12 months; actuals vary by maintenance schedule	
Other Expenditures	1,466	9,481	8,817	664	7.53%	26,451	16,970	64.16%	Budget spread evenly across 12 months, but actuals vary seasonally	
Capital Expenditures/Loan Repayment	-	-	42,484	(42,484)	-100.00%	127,453	127,453	100.00%	Budget is spread evenly across 12 months. Loan pmnts are October & April	
Total Expenditures	11,148	46,016	77,423	(31,407)	-40.56%	232,271	186,255	80.19%		
Excess (Deficit)	(11,095)	(44,239)	(23)	(44,216)		(71)	44,168			
*Street Lights										
Total Revenues	11,478	45,862	42,867	2,995	6.99%	128,600	82,738	64.34%		
Salaries & Benefits	1,788	13,815	19,624	(5,809)	-29.60%	58,873	45,058	76.53%	Budget spread evenly across 12 months; actuals vary by maintenance schedule	
Other Expenditures	7,399	99,186	14,829	84,357	568.86%	44,487	(54,699)	-122.95%		
Capital Expenditures/Loan Repayment	-	-	24,333	(24,333)	-100.00%	73,000	73,000	100.00%	Budget spread evenly across 12 months, but actuals vary by project	
Total Expenditures	9,187	113,001	58,786	54,215	92.22%	176,360	63,359	35.93%		
Excess (Deficit)	2,291	(67,139)	(15,919)	51,220		(47,760)	19,379			
Governmental Funds Excess (Deficit)	(116,684)	(551,878)	(657,919)	106,041		(47,761)	1,473,255			

*Governmental Funds use a modified accrual basis of accounting per GASB

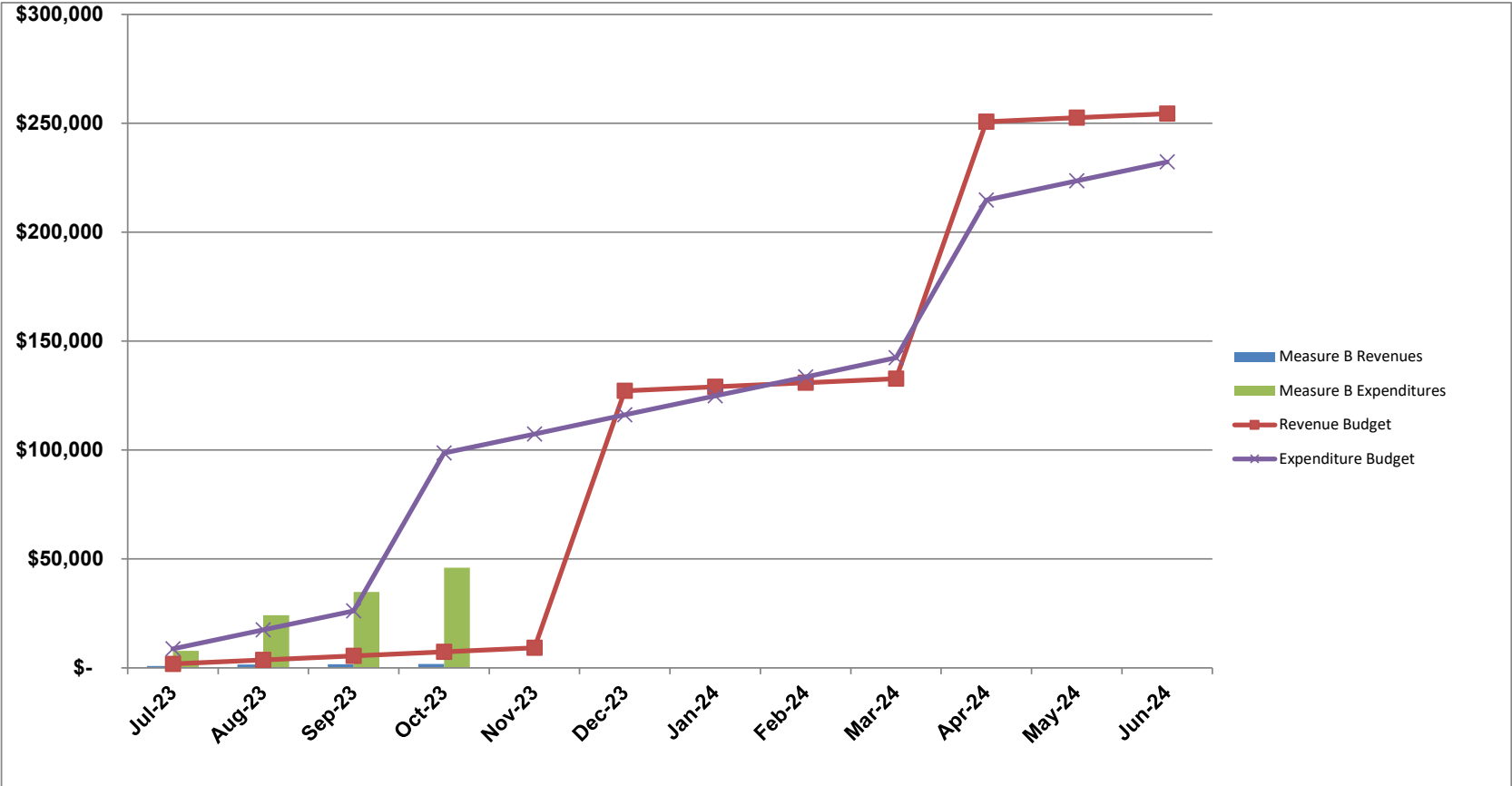
**McKinleyville Community Services District
October 2023**

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



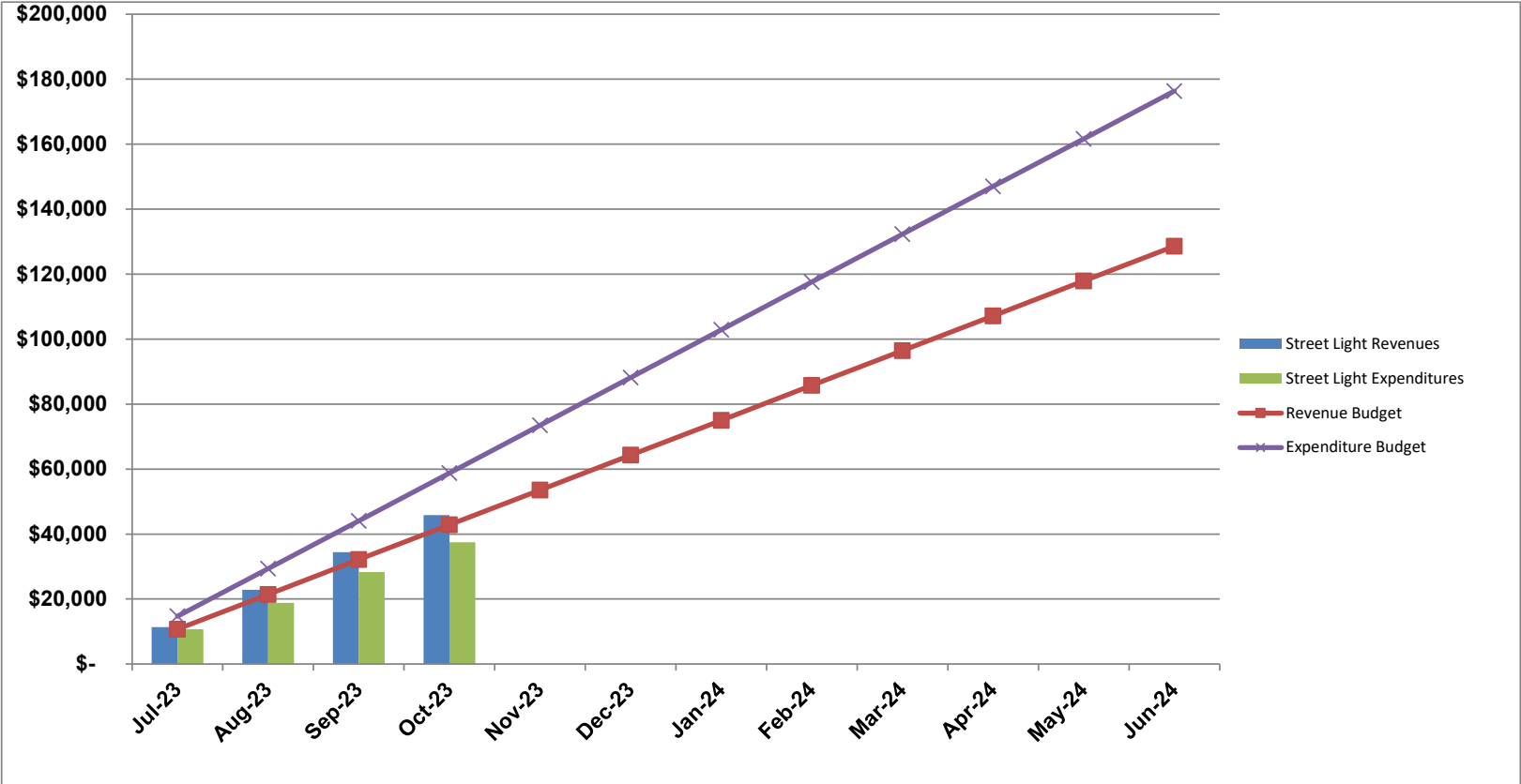
**McKinleyville Community Services District
October 2023**

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
October 2023**

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District
Cash Disbursement Detail Report
For the Period October 1 through October 31, 2023

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
14045	10/17/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	(23)	B60923u	Ck# 014045 Reversed
				(40)	1B60923u	Ck# 014045 Reversed
				(9)	2B60923u	Ck# 014045 Reversed
				62	3B60923u	Ck# 014045 Reversed
				100	4B60923u	Ck# 014045 Reversed
				23	5B60923u	Ck# 014045 Reversed
				(32)	6B60923u	Ck# 014045 Reversed
				(72)	7B60923u	Ck# 014045 Reversed
				(17)	8B60923u	Ck# 014045 Reversed
			Check Total:	(5)		
14896	10/17/2023	EMP01	Employment Development	(0)	B70926u	Ck# 014896 Reversed
				(0)	1B70926u	Ck# 014896 Reversed
				-	2B70926u	Ck# 014896 Reversed
				(3)	3B70926u	Ck# 014896 Reversed
			Check Total:	(4)		
035081	10/16/2023	\WE0V	STALE DATED CHECK 1-8-19	(5)	C31016H	STALE DATED CHECK 1-8-19
035512	10/16/2023	\AL0V	STALE DATED CHECK 5-6-19	(5)	C31016H	STALE DATED CHECK 5-6-19
035518	10/13/2023	\M010	Ck# 035518 Reversed	(7)	000B90501u	Ck# 035518 Reversed
035628	10/13/2023	\C007	Ck# 035628 Reversed	(12)	000B90501u	Ck# 035628 Reversed
035759	10/16/2023	\HU0V	STALE DATED CHECK 7-2-19	(26)	C31016H	STALE DATED CHECK 7-2-19
035765	10/16/2023	\V007	Ck# 035765 Reversed	(120)	000B90701u	Ck# 035765 Reversed
035919	10/16/2023	\HO0V	STALE DATED CHECK 8-6-19	(51)	C31016H	STALE DATED CHECK 8-6-19
036021	10/16/2023	\MO0V	STALE DATED CHECK 8-30-19	(27)	C31016H	STALE DATED CHECK 8-30-19
036059	10/13/2023	\W006	Ck# 036059 Reversed	(3)	000B90901u	Ck# 036059 Reversed
036185	10/13/2023	\G015	Ck# 036185 Reversed	(2)	000B91001u	Ck# 036185 Reversed
036288	10/16/2023	\HO1V	STALE DATED CHECK 11-4-19	(117)	C31016H	STALE DATED CHECK 11-4-19
036291	10/16/2023	\SM0V	STALE DATED CHECK 11-4-19	(21)	C31016H	STALE DATED CHECK 11-4-19
036387	10/13/2023	\C005	Ck# 036387 Reversed	(5)	000B91201u	Ck# 036387 Reversed
036390	10/16/2023	\ST0V	STALE DATED CHECK 12-2-19	(6)	C31016H	STALE DATED CHECK 12-2-19
036393	10/16/2023	\YU0V	STALE DATED CHECK 12-9-19	(100)	C31016H	STALE DATED CHECK 12-9-19
036640	10/13/2023	\M016	Ck# 036640 Reversed	(7)	000C00201u	Ck# 036640 Reversed
036773	10/13/2023	\E003	Ck# 036773 Reversed	(6)	000C00301u	Ck# 036773 Reversed
036778	10/16/2023	\MO1V	STALE DATED CHECK 3-9-20	(71)	C31016H	STALE DATED CHECK 3-9-20
036900	10/16/2023	\BE0V	STALE DATED CHECK 4-6-20	(28)	C31016H	STALE DATED CHECK 4-6-20
036909	10/16/2023	\YA0V	STALE DATED CHECK 4-6-20	(52)	C31016H	STALE DATED CHECK 4-6-20
036980	10/16/2023	\WA0V	STALE DATED CHECK 4-20-20	(75)	C31016H	STALE DATED CHECK 4-20-20
036985	10/16/2023	\WE0V	STALE DATED CHECK 4-20-20	(70)	C31016H	STALE DATED CHECK 4-20-20
037077	10/13/2023	\B009	Ck# 037077 Reversed	(6)	000C00501u	Ck# 037077 Reversed

037180	10/16/2023	/MA0V	STALE DATED CHECK 6-2-20	(78)	C31016H	STALE DATED CHECK 6-2-20
041647	10/3/2023	MAY02	Ck# 041647 Reversed	(250)	C30929u	Ck# 041647 Reversed
041664	10/3/2023	MAY02	DIRECTORS FEES	125	C31003	DIRECTORS FEES
041665	10/6/2023	*0012	SECURITY DEPOSIT REFUND A	100	C31004	SECURITY DEPOSIT REFUND A
041666	10/6/2023	ACW01	CB&T/ACWA-JPIA	12,204	0700538	GRP. HEALTH INS
041667	10/6/2023	ADV04	ADVANCED DISPLAY AND SIGN	485	519,945	PROJECT SITE SIGN
041668	10/6/2023	BAD01	BADGER METER, Inc.	363	80,139,826	SUPPLIES
041669	10/6/2023	DES01	REIMBURSEMENT FOR RAIN GE	623	C31004	REIMBURSEMENT FOR RAIN GE
041670	10/6/2023	GHD01	GHD	39,863	0-0039128	CENTRAL AVE WATER&SEWER M
				972	0-0039322	ON-CALL GRANT ADMIN ASSIS
			Check Total:	40,835		
041671	10/6/2023	GOV01	GOVINVEST	2,125	2023-4859	GASB 75 VALUATION
041672	10/6/2023	GRA02	GRAINGER	997	851,703,646	700 VA 120 VAC
				126	855,265,550	MARKING PAINT
			Check Total:	1,123		
041673	10/6/2023	HAR13	The Hartford - Priority A	482	189,879,103	GRP. HEALTH INS
041674	10/6/2023	HUM01	HUMBOLDT BAY MUNICIPAL WA	107,177	C31004	WTR PURCHASED
041675	10/6/2023	IBS01	IBS OF THE REDWOODS	304	180,029,088	PARTS/REPAIRS UNITS 9 & 2
041676	10/6/2023	INF02	INFOSEND	3,538	248,189	MAILING AND POSTAGE
041677	10/6/2023	INF03	INFINITE CONSULTING SERVI	4,540	11,209	MONTHLY HOSTING FEE
041678	10/6/2023	KER01	KERNEN CONSTRUCTION	2,091	25,865	1/2" ASPHALT
				675	25,926	ASPHALT BLEND
			Check Total:	2,767		
041679	10/6/2023	KUB01	ETSUKO KUBO CONSULTING	770	103S	COACHING SESSION
041680	10/6/2023	LIV01	TAMESON LIVENGOOD	480	C31004	UMPIRING SOFTBALL
041681	10/6/2023	MCK03	MCKINLEYVILLE OFFICE SUPP	10	55,055	BMX PLANS SCAN
041682	10/6/2023	MIL03	THE MILL YARD	975	C31004	PARTS AND SUPPLIES
041683	10/6/2023	NAP02	NAPA AUTO PARTS	73	732,277	HOSE FOR 580 C
041684	10/6/2023	NOR13	NORTHERN CALIFORNIA SAFET	120	29,389	MONTHLY FEE
041685	10/6/2023	NOR35	NORTHERN HUMBOLDT	842	ES24-021	WEEDING AND MULCHING CENT
				857	ES24-022	GROUNDWORK PIERSON PARK
			Check Total:	1,700		
041686	10/6/2023	ORE01	O'REILLY AUTOMOTIVE, INC.	27	37-162427	CASE OF DEF
				10	37-163540	WIPER FLUID FOR TRUCK 5
			Check Total:	37		
041687	10/6/2023	SAL01	UMPIRING SOFTBALL	80	C31004	UMPIRING SOFTBALL
041688	10/6/2023	STR01	STREAMLINE	375	F9E7-0036	SUBSCRIPTIONS
041689	10/6/2023	THO02	Thomas Home Center	659	C31005	PARTS AND SUPPLIES
041690	10/6/2023	URT01	UMPIRING SOFTBALL	520	C31004	UMPIRING SOFTBALL
041691	10/6/2023	VAL01	VALLEY PACIFIC PETROLEUM	1,189	23-686655	GAS/OIL/LUBE
041692	10/6/2023	VAL02	VALLEY PACIFIC	5,390	23-686060	GAS/OIL/LUBE

041693	10/6/2023	VER01	VERIZON WIRELESS	73	944,985,462	PAGING/ALARMS
041694	10/6/2023	\D016	MQ CUSTOMER REFUND FOR DI	3	000C31001	MQ CUSTOMER REFUND FOR DI
041695	10/6/2023	\E003	MQ CUSTOMER REFUND FOR EL	4	000C31001	MQ CUSTOMER REFUND FOR EL
041696	10/6/2023	\G023	MQ CUSTOMER REFUND FOR GA	7	000C31001	MQ CUSTOMER REFUND FOR GA
041697	10/6/2023	\H017	MQ CUSTOMER REFUND FOR HA	50	000C31001	MQ CUSTOMER REFUND FOR HA
041698	10/6/2023	\H018	MQ CUSTOMER REFUND FOR HU	65	000C31001	MQ CUSTOMER REFUND FOR HU
041699	10/6/2023	\L015	MQ CUSTOMER REFUND FOR LE	10	000C31001	MQ CUSTOMER REFUND FOR LE
041700	10/6/2023	\M027	MQ CUSTOMER REFUND FOR MC	38	000C31001	MQ CUSTOMER REFUND FOR MC
041701	10/6/2023	\O010	MQ CUSTOMER REFUND FOR OL	40	000C31001	MQ CUSTOMER REFUND FOR OL
041702	10/6/2023	\U002	MQ CUSTOMER REFUND FOR UR	53	000C31001	MQ CUSTOMER REFUND FOR UR
041703	10/10/2023	USP02	USPS: ARCATA BMEU	2,059	C31010	NEWS LETTER POSTAGE
041704	10/11/2023	ALL01	ALLSTATES MAILING SERVICE	307	45,900	MEASURE B REPLACEMENT BAL
041705	10/13/2023	70,701	707 PEST SOLUTIONS	530	C31012	EVERY OTHER MONTH SERVICE
041706	10/13/2023	ACW02	ASSOC. OF CALIFORNIA	16,860	C31013	2024 ANNUAL AGENCY DUES
041707	10/13/2023	AMA01	AMAZON CAPITAL SERVICES	2,019	C31012	AMAZON PURCHASES
041708	10/13/2023	BOR01	BORGES & MAHONEY CO.	1,351	144,713	PARTS/SUPPLIES
041709	10/13/2023	COU07	CSDA CONFERENCE REIMBURSE	913	C31012	CSDA CONFERENCE REIMBURSE
041710	10/13/2023	FAS02	FASTRAK INVOICE PROCESSIN	7	390,768,197	TOLL FEE
041711	10/13/2023	FED01	FedEx Office	63	278-29538	LAB SHIPPING
041712	10/13/2023	GHD01	GHD	8,725	0-0039919	WATER RECYCLING PROGRAM
041713	10/13/2023	HUM08	HUMBOLDT SANITATION	733	39X02664	1620 PICKETT RD TRASH SER
				849	39X02665	1656 SUTTER TRASH SERVICE
				733	39X02666	1705 GWIN RD TRASH SERVIC
				365	39X02667	675 HILLER RD TRASH SERVI
			Check Total:	2,680		
041714	10/13/2023	ISE01	I-SECURE INC.	110	374,092,723	SHREDDING
041715	10/13/2023	LAC01	Laco Associates	1,180	52,370	4.5MG TANK
041716	10/13/2023	MCK04	MCK ACE HARDWARE	299	C31013	REPAIRS/SUPPLY
041717	10/13/2023	MES01	OCT 2023 MORALE BOOSTER R	24	C31013	OCT 2023 MORALE BOOSTER R
041718	10/13/2023	MIL01	Miller Farms Nursery	207	C31013	REPAIRS/SUPPLY
041719	10/13/2023	MIT01	MITCHELL LAW FIRM	1,173	1,579	LEGAL SERVICES
				444	1,580	LEGAL SERVICES
			Check Total:	1,617		
041720	10/13/2023	MUD01	MUDDY WATERS COFFEE CO.,I	80	96,933,896	COFFEE (OLD INVOICE)
041721	10/13/2023	NAP02	NAPA AUTO PARTS	327	735,161	HOSE FOR 580 SM (OPS)
041722	10/13/2023	NOR01	NORTH COAST LABORATORIES	4,595	C31013	LAB TESTS
041723	10/13/2023	ORE01	O'REILLY AUTOMOTIVE, INC.	92	37-166704	FILTER, OIL, PUMP
				12	37-166795	OIL
			Check Total:	105		
041724	10/13/2023	PAC02	PACIFIC LEGACY	8,952	7101-2308	CollectionSys-Undercrossg
041725	10/13/2023	PGE01	PG & E (Office & Field)	30,364	C31013	GAS & ELECTRIC

041726	10/13/2023	SDR01	SDRMA	3,486	74,835	PROPERTY/LIABILITY PACKAG
041727	10/13/2023	SEQ01	BLUE STAR GAS	58	0815421	FUEL
041728	10/13/2023	TIM01	TIMES-STANDARD	589	001390956	MEASURE B ADVERTISEMENT
041729	10/13/2023	UMP01	UMPQUA COMMERCIAL CARD OP	336 1,162 416 459 2,200	1023BD 1023JH 1023LF 1023NA 1023PK	TRAVEL/TRAINING/SUPPLIES TRAVEL/TRAINING/SUPPLIES TRAVEL/TRAINING/SUPPLIES TRAVEL/TRAINING/SUPPLIES TRAVEL/TRAINING/SUPPLIES
Check Total:				4,573		
041730	10/13/2023	UMP04	UMPQUA BANK	63,117	C31013	LOAN REPAYMENT
041731	10/19/2023	*0013	SECURITY DEPOSIT REFUND	100	C31018	SECURITY DEPOSIT REFUND
041732	10/19/2023	*0014	SECURITY DEPOSIT REFUND	100	C31018	SECURITY DEPOSIT REFUND
041733	10/19/2023	ACC04	ACCURATE DRUG TESTING SER	100	0009720	DOT PHYSICAL EXAM
041734	10/19/2023	AWW02	AM. WATER WORKS ASSOC.	2,410	C31018	AWWA MEMBERSHIP RENEWAL
041735	10/19/2023	BAS01	PACE ANALYTICAL SERVICES	211	309045-28	ANALYTICAL SERVICES
041736	10/19/2023	BUS02	BUSINESS RADIO LICENSING	115	C31018	LICENSE RENEWAL
041737	10/19/2023	COA01	COASTAL BUSINESS SYSTEMS	1,058	35,092,811	OFFC EQUIP LEAS
041738	10/19/2023	CSD01	CSDA	9,050	C31018	CSDA MEMBERSHIP RENEWAL
041739	10/19/2023	DEP05	DEPARTMENT OF JUSTICE	258	685,928	FINGERPRINTING
041740	10/19/2023	GRA02	GRAINGER	206	866,187,751	BALL MOUNT W/ PINTLE HOOK
041741	10/19/2023	HEL01	DJ FOR JR HIGH DANCE OCT	500	C31019	DJ FOR JR HIGH DANCE OCT
041742	10/19/2023	ISE01	I-SECURE INC.	55	374,083,023	SHREDDING
041743	10/19/2023	KEN02	KENNEDY/JENKS CONSULTANTS	43,275 19,096	166,698 166,699	4.5MG TANK MCCLUSKI TANK
Check Total:				62,371		
041744	10/19/2023	MEN01	MENDES SUPPLY CO.	777	C31019	REPAIRS/SUPPLY
041745	10/19/2023	MIT02	MITEL	793	44,959,551	USAGE & FEES
041746	10/19/2023	MUD01	MUDDY WATERS COFFEE CO.,I	80	127,733,352	COFFEE
041747	10/19/2023	PGE02	PG&E	25,676	C31018	4.5MG TANK NEW ELECTRIC S
041748	10/19/2023	PGE10	PGE STREETLIGHTS	5	C31018	GAS & ELECTRIC S.L.- ZONE
041749	10/19/2023	THR01	THRIFTY SUPPLY COMPANY	723	024531-01	SS1-9.40 X 24" FULL CIRCL
041750	10/19/2023	TRI02	TRINITY DIESEL INC.	3,186	00-100675	PARTS & LABOR
041751	10/19/2023	WIL09	WILLDAN FINANCIAL SERVICE	3,192	010-56371	MEASURE B
041752	10/19/2023	\T001	REMAINING DEPOSIT REFUND	417	C31019	REMAINING DEPOSIT REFUND
041753	10/19/2023	\V007	REISSUING REFUND CHECK	120	C31018	REISSUING REFUND CHECK
041754	10/19/2023	\VIS0	DEPOSIT REFUND	1,000	C31019	DEPOSIT REFUND
041782	10/24/2023	*0048	REMAINING DEPOSIT REFUND	411	C31023	REMAINING DEPOSIT REFUND
041783	10/24/2023	*0177	DEPOSIT REFUND (HEWITT RO	50	C31023	DEPOSIT REFUND (HEWITT RO
041784	10/24/2023	*0184	DEPOSIT REFUND (CLASSROOM	100	C31024	DEPOSIT REFUND (CLASSROOM
041785	10/24/2023	*0185	REFUND (GRADE 3-4 BOYS BA	75	C31024	REFUND (GRADE 3-4 BOYS BA

041786	10/24/2023	ACW02	ASSOC. OF CALIFORNIA	815	INV012460	REGISTRATION FEE
				815	INV012474	REGISTRATION FEE
			Check Total:	1,630		
041787	10/24/2023	ADV01	ADVANCED SECURITY SYSTEM	189	665,214	SERVICE VISIT + DOOR SENS
041788	10/24/2023	AME02	AMERESCO	497,576	C31024	MICROGRID PROJECT
041789	10/24/2023	ATT04	ATT	857	642,903,808	TELEMETRY
041790	10/24/2023	BLA01	TRAVEL ADVANCE (CSDA CONF	185	C31023	TRAVEL ADVANCE (CSDA CONF
041791	10/24/2023	COR01	CORBIN WILLITS SYSTEMS, I	1,086	00C310151	SUBSCRIPTIONS
041792	10/24/2023	ENR01	ENR	150	C31023	ENR RENEWAL
041793	10/24/2023	EUR05	Eureka Oxygen Co	1,087	488,318	FIRE SERVICES
041794	10/24/2023	IND01	INDEPENDENT BUS. FORMS	712	42,645	OFFICE SUPPLIES
041795	10/24/2023	KEN02	KENNEDY/JENKS CONSULTANTS	512,525	C31024	4.5MG TANK
				(512,525)	C31024u	Ck# 041795 Reversed
			Check Total:	-		
041796	10/24/2023	LEW01	THE LEW EDWARDS GROUP	6,000	007	PROFESSIONAL SERVICES
041797	10/24/2023	MAY02	DIRECTORS FEES	125	C31023	DIRECTORS FEES
041798	10/24/2023	PGE05	PGE	554	C31023	GAS & ELECTRIC S.L.- ZONE
041799	10/24/2023	PGE06	PG&E-STREETLIGHTS	26	C31023	GAS & ELECTRIC S.L.- ZONE
041800	10/24/2023	PGE07	PG&E STREETLIGHTS	1,604	C31023	GAS & ELECTRIC
041801	10/24/2023	PGE08	PGE STREETLIGHTS	25	C31023	GAS & ELECTRIC S.L.- ZONE
041802	10/24/2023	PGE09	PGE-STREETLIGHTS	124	C31023	GAS & ELECTRIC S.L.- ZONE
041803	10/24/2023	THR01	THRIFTY SUPPLY COMPANY	170	024670-01	A/S MADERA TOILET
041804	10/24/2023	TPX01	TPx COMMUNICATIONS	2,896	5289494-0	INTERNET SERVICES
041805	10/24/2023	WIL09	WILLDAN FINANCIAL SERVICE	4,170	010-56308	MEASURE B ANALYSIS
041806	10/24/2023	\CA01	REMAINING DEPOSIT REFUND	325	C31023	REMAINING DEPOSIT REFUND
041807	10/24/2023	\FR01	REMAINING DEPOSIT REFUND	324	C31023	REMAINING DEPOSIT REFUND
041808	10/24/2023	\WU01	REMAINING DEPOSIT REFUND	371	C31023	REMAINING DEPOSIT REFUND
041809	10/26/2023	MER03	MERCER, FRASER COMPANY	512,525	C31026	4.5MG TANK MONTHLY PAYMEN
041810	10/26/2023	MER04	MERCER FRASER ESCROW48611	26,975	C31026	CIP: 4.5M TANK DESIGN.CON
D00088	10/3/2023	Multi	DIRECTORS FEES	125	C31003	DIRECTORS FEES
			DIRECTORS FEES	125	C31003	DIRECTORS FEES
			DIRECTORS FEES	125	C31003	DIRECTORS FEES
			DIRECTORS FEES	125	C31003	DIRECTORS FEES
			Check Total:	500		
D00089	10/25/2023	Multi	DIRECTORS FEES	125	C31023	DIRECTORS FEES
			DIRECTORS FEES	125	C31023	DIRECTORS FEES
			DIRECTORS FEES	125	C31023	DIRECTORS FEES
			Check Total:	375		
			Accounts Payable Disbursements:	1,517,244		

Payroll Related Disbursements

19311	10/6/2023	CAL12	CalPERS 457 Plan	8,030	C31006	RETIREMENT
				800	1C31006	PERS 457 LOAN PMT
			Check Total:	8,830		

19312	10/6/2023	DIR01	DIRECT DEPOSIT VENDOR- US	41,297	C31006	Direct Deposit
19313	10/6/2023	EMP01	Employment Development	-	C31003	STATE INCOME TAX
				2,124	C31006	STATE INCOME TAX
19313	10/6/2023	EMP01	Employment Development	5	1C31003	SDI
				841	1C31006	SDI
			Check Total:	2,969		
19314	10/6/2023	EMP02	Employment Dev Department	1,356	C30930	SUI
19315	10/6/2023	HEA01	HEALTHQUITY, ATTN: CLIEN	75	C31006	HSA
19316	10/6/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	-	C31003	FEDERAL INCOME TAX
				8,142	C31006	FEDERAL INCOME TAX
				68	1C31003	FICA
				11,563	1C31006	FICA
				16	2C31003	MEDICARE
				2,704	2C31006	MEDICARE
			Check Total:	22,493		
19317	10/6/2023	ACW01	CB&T/ACWA-JPIA	59,979	C30930	MED-DENTAL-EAP INSUR
19318	10/6/2023	PUB01	Public Employees PERS	27,319	C30930	PERS PAYROLL REMITTANCE
19359	10/24/2023	CAL12	CalPERS 457 Plan	7,847	C31024	RETIREMENT
				800	1C31024	PERS 457 LOAN PMT
			Check Total:	8,646		
19360	10/24/2023	DIR01	DIRECT DEPOSIT VENDOR- US	41,930	C31024	Direct Deposit
19361	10/24/2023	EMP01	Employment Development	-	C31010	STATE INCOME TAX
				256	C31011	STATE INCOME TAX
				2,060	C31024	STATE INCOME TAX
				5	1C31010	SDI
				85	1C31011	SDI
				837	1C31024	SDI
			Check Total:	3,243		
19362	10/24/2023	HEA01	HEALTHQUITY, ATTN: CLIEN	75	C31024	HSA
19363	10/24/2023	HUM29	UMPQUA BANK--PAYROLL DEP.	16	C31010	FEDERAL INCOME TAX
				550	C31011	FEDERAL INCOME TAX
				8,192	C31024	FEDERAL INCOME TAX
				69	1C31010	FICA
				1,166	1C31011	FICA
				11,551	1C31024	FICA
				16	2C31010	MEDICARE
				273	2C31011	MEDICARE
				2,702	2C31024	MEDICARE
			Check Total:	24,535		
			Payroll Related Disbursements:	242,747		
			Total Disbursements:	1,759,991		

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.4 **Approve Conveyance of Phase 1 of McKinleyville Skatepark from Humboldt Skatepark Collective to MCSD**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment, air questions and adopt the conveyance of the facilities located on APN 510-401-027 as detailed in the Agreement included as **Attachment 1**.

Discussion:

In April 2023, the Board approved the First Addendum to the Amended Right of Entry, Design and Construction Agreement between the Humboldt Skatepark Collective and MCSD of June 1, 2022, authorizing the construction of Phase 1- approximately 2500 square feet of the skatepark. The groundbreaking took place on June 1, 2023. Construction was completed at the end of September and a Grand Opening Ceremony was held on October 7, 2023.

Since the Humboldt Skatepark Collective funded the entire construction of Phase 1 of the skatepark, a formal conveyance of the constructed amenities to the District is required for ownership and on-going maintenance.

District staff and the Humboldt Skatepark Collective will continue to work together in pursuing funding to construct the remaining 19,000 sq ft. of designed skatepark.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

A valuation of all infrastructure included in the conveyance will be added to the MCSD Capitol Asset Inventory.

Environmental Requirements:

N/A.

Exhibits/Attachments:

Attachment 1 – Agreement for Conveyance and Acceptance of Phase 1 of McKinleyville Skatepark

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**AGREEMENT FOR CONVEYANCE AND ACCEPTANCE OF
PHASE 1 OF MCKINLEYVILLE SKATEPARK**

This Agreement for Conveyance and Acceptance of Phase 1 of McKinleyville Skatepark (this "Agreement") is made by and between the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, hereinafter referred to as "MCSD", and Humboldt Skatepark Collective, a California non-profit corporation, hereinafter referred to as "Developer", this 6th day of December, 2023.

1. Developer hereby grants and conveys to MCSD that 5000 square feet of skatepark amenities constructed with funds secured by Developer described as follows:

Skatepark Design & Construction

- Design & Permitting of 5000 square feet of concrete skate park including ADA sidewalk: \$37,115
- Construction & Materials for 5000 square feet of concrete skate park: \$234,960.38
- Park benches and pole padding: \$9,901.41

The facilities are located on AP# 510-401-027

2. MCSD accepts the grant and conveyance from Developer of said project elements and agrees to maintain and operate it as part of its MCSD Property Management system, with the understanding and agreement from Developer that defects discovered during a 1-year Warranty Period starting from the date of the final Completion Letter shall be repaired by the Developer.
3. Developer will indemnify, defend (with legal counsel approved by the District) and hold the District exempt and harmless from and against any and all claims and causes of action (or every type and nature), damages, and/or injuries to any person or property (including, without limitation the project elements) arising from: (a) the negligent acts or omissions of Developer, Developer's contractors, agents, consultants and employees; (b) any breach or violation committed by Developer's contractors, agents, consultants and employees; and (c) any liens and/or related claims and liabilities arising out of Developer's and/or Developer's contractors failure(s) to pay any contractors, material providers and laborers.

IN WITNESS WHEREOF the parties hereto have executed this agreement effective the date first above written. Electronically scanned signatures (by DocuSign or other method) shall be deemed to constitute original signatures.

District: McKinleyville Community Services District

Developer: Humboldt Skatepark Collective, a California non-profit corporation

Gregory P. Orsini, Board President

Signature

Joseph Blaine, Board Secretary

Print Name

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: D.5 **Consider Approval of Resolution 2023-32 Authorizing the General Manager to Sign and File on behalf of MCSD a Financial Assistance Application for Lead Service Line Inventory**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call Vote – Consent Calendar**

Recommendation:

Staff recommends that the Board review and approve Resolution 2023-32 authorizing the General Manager to sign and file the Lead Service Line Grant Application seeking reimbursement of costs incurred during the Lead Service Line Inventory process.

Discussion:

As the Board is aware, in 1991, the EPA published the Lead & Copper Rule (LCR) to minimize lead and copper in drinking water. Since then, several revisions have been made to strengthen the LCR, all of which MCSD abides by. For example, the District performs lead and copper water sampling of the distribution system which get reported in the yearly Consumer Confidence Report. The District has also already performed a survey of all of our water distribution mains to confirm that there are no lead pipes in our watermain distribution system. In one of the more recent updates to the LCR, known as the Lead Copper Rule Revisions (LCRR), the EPA added a requirement to prepare and maintain an inventory of service line materials by October 16, 2024, for every distribution system in the US, regardless of testing results in the past. Therefore, the District has begun to follow the steps necessary to complete an inventory of the service lines served by its distribution system to satisfy this requirement. One important change to this current ruling is that the District is responsible for assessing the service lines on the customer's side of the water meter as well. Typically, everything on the customer's side of the water meter is the customer's responsibility.

MCSD has done extensive research on methods set forth by the California Water Boards and US EPA for completing the inventory of the water service lines. This will ensure the approach that the District proceeds with will satisfy the requirements of the inventory. In 1986 the US amended the Safe Drinking Water Act, which prohibited the use of pipes which were not "Lead Free" in public drinking water systems. Therefore, service lines installed prior to 1986 have a possibility of being lead pipes. However, based on prior findings of pipes installed in California from 1950 to 1986, very little to no lead was used. Given the

Districts inception as a water system was in 1973, there is a low chance lead service lines exist within our water systems service lines. However, of the District's over 6,000 service lines, 2,346 were installed during this time period and need to be assessed.

Based on information provided by the California Water Boards for building the service line inventory, MCSD has elected to use the Stratified Random sampling technique to determine which of the 2,346 service lines need to be visually inspected by our operations crew. To calculate the minimum service lines to verify to have a statically valid sample, MCSD utilized the sample size calculator on Calculator.Net using the 95% Confidence Interval with +/- 5% margin of error and a 50% sample proportion. This calculation gave us a minimum number of service lines to inspect of 331.

Staff submitted this Inventory Approach to the California Waterboard for approval and the necessary review and approvals were received.

The State Water Resources Control Board has announced funding through the Drinking Water State Revolving Fund (DWSRF) for lead service line (LSL) identification and replacement for over the next five years. Staff intends to apply for funding to reimburse costs incurred during the Lead Service Line Inventory.

Alternatives:

Not Applicable

Fiscal Analysis:

McKinleyville meets the Disadvantaged Community requirements of the DWSRF grants and will qualify for 100% principal forgiveness, if applicable.

Environmental Requirements:

Exhibits/Attachments:

- Attachment 1 – Resolution 2022-32

RESOLUTION 2023-32

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE
APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE LEAD
SERVICE LINE INVENTORY**

WHEREAS, the District is seeking planning and design funding through the Drinking Water State Revolving Fund (DWSRF) for the recovery of costs related to the Lead Service Line Inventory.

WHEREAS, in, the Environmental Protection Agency (EPA) Lead Copper Rule Revisions of 2021 require the District to maintain an inventory of service line materials by October 16, 2024; and

WHEREAS, the District has begun to follow the steps necessary to complete an inventory of the service lines served by its distribution system and customers' service lines to satisfy this requirement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby authorize and directs the General Manager ("Authorized Representative") to sign and file, for and on behalf of the McKinleyville Community Services District ("Entity"), a financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Lead Service Line Inventory ("Project").

The Authorized Representative, or their designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or their designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on December 6, 2023, by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joey Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Consider Adoption of Resolution 2023-26 Recognizing, Honoring, and Commending Kirsten Messmer for Ten (10) Years of Service**

PRESENTED BY: **Lesley Frisbee, Parks & Recreation Director**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board of Directors consider adoption of Resolution 2023-26 honoring Kirsten Messmer for her ten (10) continuous years of service at the McKinleyville Community Services District.

Discussion:

Attached for the Board of Directors' review is Resolution 2023-26 recognizing, honoring, and commending Kirsten Messmer for her ten (10) continuous years of service.

Kirsten came to MCSD in 2013, relocating from the Lake Tahoe Basin. For the last 10 years Kirsten has been responsible for the planning and implementation of all our day camp programs, the middle school dances, and various leisure classes as well as the management and coordination of facility rentals. Additionally, Kirsten has served on the board of directors for the McKinleyville Chamber of Commerce since 2018, and she is an integral part of MCSD's employee morale booster planning committee.

Please join us in presenting Kirsten with a Resolution and longevity award acknowledging her continuing contributions to the McKinleyville Community Services District.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2023-26

RESOLUTION 2023 – 26

A RESOLUTION RECOGNIZING, HONORING, AND COMMENDING KIRSTEN MESSMER FOR SERVING MCKINLEYVILLE COMMUNITY SERVICES DISTRICT FOR TEN (10) CONTINUOUS YEARS.

WHEREAS, KIRSTEN MESSMER, having faithfully served ten (10) continuous years as an employee of the McKinleyville Community Services District (the “District”) from December 16, 2013 to December 16, 2023; and

WHEREAS, throughout her years of service, Kirsten has demonstrated commitment and dedication to the provision of recreation programs and community events;

WHEREAS, Kirsten is innovative, reliable and resourceful while managing competing priorities with limited resources; and

WHEREAS, Kirsten consistently meets the requirements of her job with high quality performance in service to providing the community safe, enriching and engaging recreation opportunities; and

WHEREAS, Kirsten is a well-respected employee, co-worker and active leader within the District as well as in the broader community; and

WHEREAS, Kirsten lends her talents and experience to the betterment of the District she has proven to be a valuable asset to the District and to the community of McKinleyville.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby confer upon Kirsten Messmer its highest commendation for the dedicated service she has performed for the District and the community, and further marks her historic accomplishment as a McKinleyville Community Services District employee for ten (10) years.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 6th day of December 2023 by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joey Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Consider Adoption of Resolution 2023-27 Recognizing, Honoring, and Thanking David Baldosser for His 26 Years of Service Upon His Retirement**

PRESENTED BY: **Nicole Alvarado, Finance Director**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board of Directors consider adoption of Resolution 2023-27 honoring David Baldosser for his 26 years of service to the McKinleyville Community Services District and the community of McKinleyville.

Discussion:

Attached for the Board of Directors' review is Resolution 2023-27 recognizing, honoring, and thanking David Baldosser for his 26 years of service. Please join us in presenting David Baldosser with the Resolution, which Staff would like to read into the record and join us in acknowledging his outstanding service to McKinleyville Community Services District.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2023-27

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RESOLUTION 2023 – 27

A RESOLUTION RECOGNIZING, HONORING, AND THANKING DAVID BALDOSSER FOR HIS YEARS OF SERVICE TO THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT AND THE COMMUNITY OF MCKINLEYVILLE

WHEREAS, DAVID BALDOSSER, having faithfully served twenty-six (26) continuous years as an employee of the McKinleyville Community Services District from February 3, 1997 to December 29, 2023; and

WHEREAS, throughout his years of service, David has set an incredibly high standard of community service, commitment, and dedication; and

WHEREAS, David lent his talents and leadership to the District, first as a Customer Service Representative and then as the Customer Service Supervisor, capably leading and directing the efforts of front office team with both exceptional professionalism and a great sense of humor (if one acknowledges puns as humor); and

WHEREAS, David is deeply dedicated to providing extraordinary customer service to our ratepayers, and genuinely cares about helping them understand and resolve a wide variety of issues, and cares deeply about supporting and assisting co-workers, other managers and Department Heads with helpful, timely information; and

WHEREAS, David has trained and provided an example of what customer service means to a generation of Customer Service Representatives and other Staff at the District and made high quality Customer Service an ingrained Mission and Value at the District, and

WHEREAS, David’s loyalty to the District, unwavering commitment to customers and coworkers, and reliability in all matters truly make him an irreplaceable asset to the District and to the community of McKinleyville;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby confer upon David Baldosser its highest commendation for the dedicated service he has performed for the District and the community, and further marks his historic accomplishment as a McKinleyville Community Services District employee for twenty-six (26) years, and acknowledges that he will be impossible to replace and wishes him nothing but good things in his retirement.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 6th day of December 2023 by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joey Blaine, Board Secretary

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.3 **Consider Approval of Resolution 2023-28 Approving the Assignment and Assumption of Grant Agreement for the Community Forest Between MCSD and Trust for Public Lands**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the material provided, discuss, take Public comment and approve Resolution 2023-28 (**Attachment 3**) approving the Assignment and Assumption of the Grant Agreement for the Community Forest by title only.

Discussion:

On November 8, 2021, Trust for Public Lands (TPL) and the State of California Natural Resource Agency (Resources) entered into a Grant Agreement for the acquisition of certain real property to convert into a permanent greenbelt and community forest for public enjoyment. It is the intent that, following the purchase of the Property by TPL, TPL shall have the landowner, Green Diamond Resources Company (GDRC) convey fee title of the Property to MCSD by directed deed. TPL and MCSD agreed to this approach and the Board of Directors of MCSD approved the Memorandum of Understanding to this effect at their October 6, 2021 Board Meeting.

Concurrently with the conveyance of the Property to MCSD, TPL wishes to assign its rights and obligations as Grantee under the Grant Agreement to MCSD. Resources is willing to consent to this assignment and assumption subject to the terms and conditions of the Assignment (See **Attachment 1**). Upon the acceptance of the Assignment, MCSD will assume the obligations of TPL as Grantee under the Grant Agreement (See **Attachment 2**). The understanding of all parties is that TPL will have completed all requirements of the Grant Agreement prior to the transfer of the deed and that the grant requirement that will remain to be executed is that MCSD agrees to execute, and submit to Resources for recording, an original Memorandum of Unrecorded Grant Agreement/Deed Restrictions concurrently with this Assignment as detailed in Section 4 of the Assignment. The Assignment also outlines that it is the intent of the parties that the Property shall be held, used, operated, maintained and managed in accordance with the Grant Agreement (as a

Community Forest), and that MCSD shall not sell, transfer, exchange or otherwise convey the Property.

The Assignment and Assumption of the Grant Agreement was reviewed by District Legal Counsel and the Community Forest Committee. Legal Counsel, Staff and the Committee met to review comments on the Assignment and recommend the Board approve the Assignment by approval of Resolution 2023-28

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The approval of the Assignment and the execution of all of the applicable escrow and other documents will convey the 599-acre Community Forest property to the District. The District will work on developing improvements to the property including walking, biking, and equestrian trails as well as parking areas and access roads. These improvements will largely be funded by grants the District is able to obtain. However, there will be ongoing maintenance costs to patrol and clean up dump sites and homeless camps. In the Measure B 2024/2025 Engineering Report prepared by Willdan, the annual Operations and Maintenance costs for the Community Forest were estimated to be \$100,000/year.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Assignment and Assumption of Grant Agreement
- Attachment 2 – State of California Natural Resource Agency Grant Agreement
- Attachment 3 – Resolution 2023-28

**ASSIGNMENT AND ASSUMPTION
OF
GRANT AGREEMENT**
[CNRA Grant Agreement]

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (“Assignment”), dated for reference purposes only as of November __, 2023 is made by and among the State of California Natural Resources Agency (“Resources”), The Trust for Public Land, a California nonprofit public benefit corporation (“TPL”) and McKinleyville Community Services District, a California Special Services District (“MCSD”).

RECITALS

A. On November 8, 2021, TPL and Resources entered into Grant Agreement No. TG8721-0 (“Grant Agreement”), for the acquisition of certain real property (“Property”) in Humboldt County, California to convert into a permanent greenbelt and community forest for public enjoyment. Initial-capitalized terms used in this Assignment and not defined herein shall have the meaning set forth in the Grant Agreement.

B. Following the purchase of the Property by TPL, TPL shall have the landowner convey fee title of the Property to MCSD by directed deed.

C. Concurrently with the conveyance of the Property to MCSD, TPL wishes to assign its rights and obligations as Grantee under the Grant Agreement to MCSD. MCSD has agreed to accept the assignment and assume the obligations of TPL as Grantee under the Grant Agreement. Resources is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.

D. MCSD has agreed to execute, and submit to Resources for recording, a Memorandum of Unrecorded Grant Agreement/Deed Restrictions concurrently with this Assignment to provide constructive notice of the obligations of MCSD as Grantee under the Grant Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, TPL, MCSD and Resources hereby agree to the following:

1. **Fee Title.** TPL hereby agrees to instruct the current landowner to convey fee title directly to MCSD by grant deed, pursuant to escrow instructions to be deposited by TPL and MCSD with Nikki Naughton, Branch Manager | Escrow Officer, Fidelity National Title Company of California, 930 Sixth Street, Suite 200, Eureka, CA 95501.

2. **Assignment and Assumption.** TPL hereby assigns, conveys and transfers to MCSD all right, title, interest, and obligations of TPL as Grantee under the Grant Agreement. MCSD hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Grant Agreement and assumes all obligations of Grantee arising under the Grant Agreement.

3. **Consent to Assignment, Assumption and Release.** Resources consents to the assignment by TPL to MCSD, and to the assumption by MCSD of all rights, title, interest and obligations of TPL as Grantee under the Grant Agreement, and releases TPL from any and all obligations, as surety, and principal under the Grant Agreement.

4. **Memorandum of Unrecorded Grant Agreement/Deed Restrictions.** MCSD agrees to execute, and submit to Resources for recording, an original Memorandum of Unrecorded Grant Agreement/Deed Restrictions concurrently with this Assignment.

5. **Use and Transfer of Real Property.** It is the intent of the parties that the Property shall be held, used, operated, maintained and managed in accordance with the Grant Agreement. MCSD shall not sell, transfer, exchange or otherwise convey the Property (including any portion of it or any interest in it) (each, a "Transfer") except in compliance with Section H of the General Provisions contained in the Grant Agreement.

6. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the "Effective Date"), and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of TPL, MCSD and Resources shall be those set forth in the Grant Agreement.

7. **Counterparts and Delivery of Signatures.** The Parties may execute this Assignment in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The parties may also execute and deliver their executed counterparts to the other parties by scan and email or by electronic signature.

[Remainder of this Page Intentionally Left Blank; Signatures Appear on Following Page]

8. IN WITNESS WHEREOF, Resources, TPL, and MCSD have executed this Assignment and Assumption of Grant Agreement as of the dates set forth next to their respective signatures below, but made effective as of the Effective Date.

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

Dated: _____, 2023

By: _____

Name: _____

Title: _____

THE TRUST FOR PUBLIC LAND, a California
nonprofit public benefit corporation

Dated: _____, 2023

By: _____

Name: _____

Title: _____

MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT, a California Special Services District

Dated: _____, 2023

By: _____

Name: _____

Title: _____

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**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

10/26/2021

GRANTEE NAME: The Trust for Public Land MJ

PROJECT TITLE: McKinleyville Community Forest 11/1/2021

AUTHORITY: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

PROGRAM: Recreational Trails and Greenways Grant Program – Proposition 68

AGREEMENT NUMBER: TG8721-0

TERM OF LAND TENURE: Perpetuity

PROJECT PERFORMANCE PERIOD IS: 10/01/2021 to 02/01/2024

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$3,877,928.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

THE TRUST FOR PUBLIC LAND**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

<p>By <u>Guillermo Rodriguez</u> Guillermo Rodriguez</p> <p>Title <u>California State Director</u></p> <p>Date <u>11/8/2021</u></p>	<p>By <u>Andrea Scharffer</u> Andrea Scharffer</p> <p>Title <u>Deputy Assistant Secretary, Bonds and Grants</u></p> <p>Date <u>11/8/2021</u></p>
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CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$3,877,928.00		TG8721-0		6088 - California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund of 2018			
ADJ. INCREASING ENCUMBRANCE				FISCAL PO NUMBER			
\$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER	ALT ACCOUNT	
\$		101	608800002	2018	5432000	5432000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	0540	0540TG87210	31871	05400001	31871	B7312	2021

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

11/18/2021

SIGNATURE OF ACCOUNTING OFFICER

DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: Trust for Public Land

Project Title: McKinleyville Community Forest

Agreement Number: TG8721-0

Authority: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

Program: Recreational Trails and Greenways Grant Program – Proposition 68

PROJECT DESCRIPTION

Acquisition of approximately 556 acres of timberlands adjacent to McKinleyville to convert into a permanent greenbelt and community forest for public enjoyment. Over 5 miles of new non-motorized trails will be opened to the public with multiple access points.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used for non-motorized recreational infrastructure development and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for Californians to reconnect with nature as referenced in the Recreational Trails and Greenways Grant Program Application Guidelines and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds. Size, location and number of signs shall be approved by the State. Required signage for Acquisition projects must be in place prior to final distribution of Funds. JR
2. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA for the land acquisition by 10/01/2022. JR
3. The Grantee shall record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in acquiring the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. JR
4. As a condition precedent to the State's obligation to deposit funds into escrow or to provide reimbursement related to the Acquisition, the Grantee shall have obtained approval of the language contained in the grant deed by the Natural Resources Agency. Said deed shall include the State's required protections, restrictions of use and subsequent transfer requirements. JR
5. The State Department of General Services (DGS) may review and approve in writing all documents pertaining to the Grantee's Acquisition of real property, including any preliminary JR

title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds. Such review and approval by the State shall be timely and shall not be unreasonably withheld. The parties acknowledge and agree that (i) Grantee does not currently own the subject real property; and (ii) although Grantee intends to acquire the subject real property and subsequently convey it to the McKinleyville Community Services District, Grantee makes no representation that its efforts to acquire and/or convey such real property (as stated above) will succeed, and that such intentions shall not be construed as a covenant or condition to this Agreement.

6. DGS shall review and approve in writing the appraisal of the real property. *MR*
7. The Grantee agrees to pay DGS directly the amount invoiced by DGS for services rendered for its review of the appraisal, transaction review, or other related activities as described above. Should the Grantee fail to pay DGS, the State is authorized to pay DGS by directly transferring from the Grant Funds the amount invoiced by DGS. The State will notify the Grantee at the time of the transfer and provide a copy of the appraisal review letter and invoice upon receipt. *MR*
8. The State is aware of and approves a subsequent conveyance of the property to the McKinleyville Community Services District, which has agreed, in principle, to accept title to the property and provide for the long-term operations and maintenance of the property for the uses intended by this grant program as specified in the grant agreement. *MR*
9. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State. *MR*
10. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of Tribal Support for this acquisition project. *MR*
11. Notwithstanding Section C.1.a, (but subject to the \$100,000 maximum amount allowed to be withheld, as stated in Section C.1.a), as a condition precedent to the State's release of 50% of the project withhold, Grantee shall provide all required closeout documents including a draft of the Management Plan for timber, fire, and public access. *MR*
12. Notwithstanding Section C.1.a, (but subject to the \$100,000 maximum amount allowed to be withheld, as stated in Section C.1.a), as a condition precedent to the State's release of the remaining 50% of the project withhold, Grantee shall provide required closeout documents including a copy of the Final Management Plan for timber, fire, and public access. *MR*

General Provisions

A. Definitions

1. The term "Act" means Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term "Acquisition" means to acquire fee title or any other interest, including easement, leases, and development rights from a willing seller.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

5. The term "Application Guidelines" means the Recreational Trails and Greenways Grant Program Grant Guidelines and Application.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services.
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
9. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
10. The term "Payment Request Form" means Form RA212.
11. The term "Project" means the Acquisition activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
12. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
13. The term "Project Scope" means the description or activity of work to be accomplished by the Project.
14. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
15. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2024**. JR
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Recreational Trails and Greenways Grant Program and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.
9. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land at a price not to exceed Fair Market Value. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
10. Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
11. Grantee shall provide for public access to the Project in accordance with the intent of the Act.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, completion of the conditions described in Sections 3, D.6 and D.7 below and all Special Conditions set forth in this Agreement. Notwithstanding anything to the contrary contained in the previous sentence, the maximum amount that may be withheld in relation to all of the total disbursements under this Agreement, shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00) (i.e., the total amount withheld from all disbursements, when all such amounts being withheld are added together, shall not exceed the sum of \$100,000).
 - b. Costs of obtaining approval of the purchase price and transaction review from the DGS. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.

2. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following: JR
- i. Name and address of Grantee;
 - ii. Number of Agreement;
 - iii. Dollar amount of disbursement requested;
 - iv. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
 - v. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property; and
 - vi. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed for and by the escrow company.

3. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following: JR
- i. Complete Payment Request Form;
 - ii. Buyer's closing statement;
 - iii. Copies of grant deeds, with restrictions or recorded Memoranda of Unrecorded Grant Agreement;
 - iv. Policy of title insurance;
 - v. Project Certification Form (if the Project is complete and payment in full is requested);
 - vi. Evidence of compliance with signage requirement; and
 - vii. Summary report of final total Project expenditures.

4. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
5. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

6. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. The grant will be reduced by a corresponding amount. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.
5. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
6. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2024**. JR
7. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
8. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
9. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for Acquisition of the easement and/or real property, either party may terminate this Agreement by providing the other party with a minimum of thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event that Grantee fails to complete the Project, or fails to fulfill any other obligations of this Agreement, as a result of the negligent acts or omissions, or the willful misconduct of the State or its agents, officers or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, such failure was due to no fault of the Grantee. Any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Except as provided in this Agreement, the real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. Notwithstanding anything to the contrary contained in this Agreement, Grantee may assign the responsibility to maintain and operate the property to the McKinleyville Community Services District without the further approval of the State.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: The Trust for Public Land
Project Title: McKinleyville Community Forest
Agreement Number: TG8721-0
Project Location: 2505 Sutter Road, McKinleyville, CA

Project Scope:

Acquisition of approximately 556 acres of timberlands adjacent to McKinleyville to convert into a permanent greenbelt and community forest for public enjoyment. Over 5 miles of new non-motorized trails will be opened to the public with multiple access points.

The public will access the Community Forest from several access points including a main trailhead at Murray Road.

Parcel Numbers:

509-061-001	509-062-004	509-063-003
510-011-014	510-011-016	511-111-057

(6 parcels total)

Project Schedule:

Activity Description	Timeline
Submit final CEQA document(s) for acquisition to State	October 2021
Complete appraisal	March 2022
Submit appraisal, purchase docs to State	March 2022
DGS Review of Appraisal	May 2022
Finalize deed restriction language	July 2022
Submit final draft grant deed with deed restriction language to State for approval	August 2022
Submit request for payment into escrow	September 2022
Submit instruments of conveyance	January 2023
Submit final grant deed (with incorporated deed restrictions), title insurance, with Project Completion documents	January 2023
Close escrow (submit final closing documents to State)	March 2023
Submit photo of funding sign and map of its location	August 2023
Project closeout	February 2024

EXHIBIT A

Cost Estimate:

Costs	Recreational Trails and Greenways Grant	Green Diamond Resources Company	The Trust for Public Land	TOTAL ***
Fair Market Value of Property	3,867,928	857,072		4,725,000
Preliminary Title Reports, Appraisals, Negotiations & Escrow **			25,000	25,000
Escrow Fees, Title Insurance, Closing Costs			12,500	12,500
Direct costs (staff and consultants – limited to \$10,000 per grant)			10,000	10,000
State approval of appraisal/transaction*	10,000		10,000	20,000
Funding Acknowledgement Signage			2,000	2,000
GRAND TOTAL	\$3,877,928	\$857,072	\$59,500	\$4,794,500

*Grant funds remaining after payment to DGS for appraisal reviews may be issued to Grantee as part of the final project payment and shall be applied toward fair market value of the land.

**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

***All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits

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RESOLUTION 2023 – 28

A RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE GRANT AGREEMENT BETWEEN STATE OF CALIFORNIA NATURAL RESOURCES AGENCY, THE TRUST FOR PUBLIC LAND, AND MCKINLEYVILLE CSD FOR THE MCKINLEYVILLE COMMUNITY FOREST ESTABLISHMENT

WHEREAS, On November 8, 2021, Trust for Public Land (TPL) and the State of California Natural Resource Agency (Resources) entered into Grant Agreement No. TG8721-0 (“Grant Agreement”), for the acquisition of certain real property (“Property”) in Humboldt County, California to convert into a permanent greenbelt and community forest for public enjoyment; and

WHEREAS, Following the purchase of the Property by TPL, TPL shall have the landowner, Green Diamond Resources Company (GDRC), convey fee title of the Property to McKinleyville CSD (MCSD) by directed deed, and;

WHEREAS, Concurrently with the conveyance of the Property to MCSD, TPL wishes to assign its rights and obligations as Grantee under the Grant Agreement to MCSD. MCSD has agreed to accept the assignment and assume the obligations of TPL as Grantee under the Grant Agreement. Resources is willing to consent to this assignment and assumption subject to the terms and conditions of the Assignment and Assumption of Grant Agreement (Assignment); and

WHEREAS, MCSD has agreed to execute, and submit to Resources for recording, a Memorandum of Unrecorded Grant Agreement/Deed Restrictions concurrently with this Assignment to provide constructive notice of the obligations of MCSD as Grantee under the Grant Agreement; and

WHEREAS, TPL, MCSD and Resources agree to the stipulations in the Assignment;

WHEREAS, in anticipation of the potential real property acquisition MCSD has evaluated the environmental condition of the Property for the presence of hazardous materials and, after reasonable investigation, identified none; and

WHEREAS, the purpose of MCSD acquiring the Property is to permanently maintain and conserve the natural features and resources located thereon, maintain open space and create a community forest and facilitate public recreation thereon. MCSD has evaluated the proposed acquisition under the California Environmental Quality Act (“CEQA”) and concluded that the acquisition of the Property is categorically exempt under CEQA pursuant to the categorical exemptions established pursuant to California Code of Regulations, Title 14, Article 19, including, without limitation, those published at Sections 15313 (Acquisition of Lands for Wildlife Conservation Purposes), 15316 (Transfer of Ownership in Order to Create Parks), 15317 (Open Space Contracts or Easements) and 15325 (Transfers of Ownership in Land to Preserve Existing National Conditions and Historical Resources). A Notice of CEQA Exemption regarding the Property acquisition was adopted by MCSD and posted with the Humboldt County Clerk on or about May 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the said Assignment and Assumption of the Grant Agreement for the conveyance of the McKinleyville Community Forest property to MCSD.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 6th day of December 2023 by the following polled vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joseph Blaine, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Consider Approval of Resolution 2023-29 Approving the Donation Agreement for the Community Forest between MCSD and Trust for Public Lands**

PRESENTED BY: **Lesley Frisbee, Parks & Recreation Director**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the material provided, discuss, take Public comment and approve Resolution 2023-29 (**Attachment 2**) approving the Donation Agreement for the Community Forest Property by title only.

Discussion:

As the Board is aware and as detailed in previous agenda item, Trust for Public Lands (TPL) and the State of California Natural Resource Agency (Resources) entered into a Grant Agreement for the acquisition of the Community Forest property to convert it into a permanent greenbelt and community forest for public enjoyment. It is the intent that, following the purchase of the Property by TPL, TPL shall have the landowner, Green Diamond Resources Company (GDRC) convey fee title of the Property to MCSD by directed deed.

Per the Donation Agreement (see **Attachment 1**), TPL desires to donate the Property to the MCSD "...for the purposes of forever conserving the timber harvesting productive capacity, aquatic and terrestrial habitat value, scenic qualities, and maintaining the open space and other conservation characteristics of the Property." Approval of the Donation Agreement stipulates that MCSD is willing to accept a donation of the Property from TPL by a direct deed from the Landowner (Green Diamond Resources Company) on the terms and conditions set forth in the Agreement.

The Donation Assignment was reviewed by District Legal Counsel and the Community Forest Committee. Some relatively minor edits were made, which TPL accepted, and Legal Counsel, Staff and the Committee recommend the Board approve the Agreement by the approval of Resolution 2023-29.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The approval of the Assignment and the execution of all of the applicable escrow and other documents will convey the 599-acre Community Forest property to the District. The District will work on developing improvements to the property including walking, biking, and equestrian trails as well as parking areas and access roads. These improvements will largely be funded by grants the District is able to obtain. However, there will be ongoing maintenance costs to patrol and clean up dump sites and homeless camps. In the Measure B 2024/2025 Engineering Report prepared by Wildan, the annual Operation and Maintenance costs for the Community Forest were estimated to be \$100,000/year.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Donation Agreement
- Attachment 2 – Resolution 2023-29

DONATION AGREEMENT
(McKinleyville C.F. - Fee Property Donation)

This Donation Agreement (the “**Agreement**”) is dated for reference purposes only as of _____, 2023, by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (“**Donor**” or “**TPL**”) and the McKinleyville Community Services District, a California Special Services District (“**Donee**” or “**MCSD**”). TPL and Donee are each a “**Party**” and together may be collectively referred to as the “**Parties**.”

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. Telephone numbers are included for information purposes only.

DONOR:

The Trust for Public Land
Attn: Gordon J. Okawa, Esq.
P.O. Box 889336
Los Angeles, CA 90088-9336
Tel: 415-800-5294
Email: gordon.okawa@tpl.org

DONEE:

McKinleyville Community Services District
Attn: Pat Kaspari, General Manager
1656 Sutter Rd, McKinleyville, CA 95519
[\(707\) 839-3251](tel:7078393251)
Email: pkaspari@mckinleyvillecsd.com

With Copy to:

The Trust for Public Land
Attn: John Bernstein, Senior
Project Manager
P.O. Box 889336
Los Angeles, CA 90088-9336
Tel: 415-800-0281
Email: john.bernstein@tpl.org

B. Donor holds an option (the “**Option**”) to acquire certain real property located in Humboldt County, California described as APNs: 509-061-001-000 (portion), 509-062-004-000 (portion), 509-063-003-000 (portion), 510-011-014-000 (portion), 510-011-016-000 (portion), and 511-111-057-000; the legal description of which is set forth on Exhibit A attached hereto and incorporated herein by this reference. Donor’s Option is with Green Diamond Resources Company, a Washington corporation (“**Landowner**”). That property, containing approximately six hundred and six-tenths acres (600.6 acres), together with all improvements, fixtures, timber, crops and water located in and on it, and all rights appurtenant to it which are owned by Landowner, including, but not limited to, timber rights, water rights, grazing rights, and access rights, will be collectively referred to in this Agreement as the “**Property**”.

C. Donor desires to donate the Property to Donee for the purposes of forever conserving the timber harvesting productive capacity, aquatic and terrestrial habitat value, scenic qualities, and maintaining the open space and other conservation characteristics of the Property. Donee is willing to accept a donation of the Property from Donor by a direct deed from the Landowner (as set forth in Section 1 below) on the terms and conditions set forth in this Agreement.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Donation**. Subject to Donor instructing Landowner under the Option to deed the Property directly from Landowner to Donee, Donor agrees to donate the Property to Donee by causing the Landowner to deed the Property directly to Donee, and Donee agrees to accept a donation of the Property from Donor on the terms and conditions set forth herein. This Agreement shall be effective on the date that it is signed by both parties hereto (the "**Effective Date**").

2. **Conditions to Closing**. The Parties' respective obligations to close the donation of the Property shall be conditioned upon all of the following:

(a) Donor receives approval of the transaction which is the subject of this Agreement by the Project Review Committee of Donor's Board of Directors;

(b) Donee's approval of the title, physical, structural and environmental condition of the Property (including Donee's approval of the cleanup of documented dump sites on the Property as agreed to by Landowner) not later than December 1, 2023 ("**Review Deadline**"), or as may be otherwise mutually agreed to by the Parties in writing ;

(c) Donor and Landowner shall have performed the obligations under the Option required for Landowner to transfer the Property to Donor or Donor's designee and Landowner shall have delivered the grant deed to Escrow Holder;

(d) The Property is subject to the terms and conditions of that certain Grant Agreement ("**Grant Agreement**") signed on or about November 8, 2021, by and between Donor and the State of California Natural Resources Agency ("**CNRA**"), a copy of which has been provided to Donee. On or before the Close of Escrow (as defined below), (i) Donor and Donee (and CNRA, as appropriate) shall have entered into an assignment and assumption agreement whereby (i) Donor assigns the Grant Agreement to Donee, and (ii) Donee assumes and agrees to perform any and all obligations under the Grant Agreement that survive the Close of Escrow. CNRA's approval to such assignment and assumption may be given or denied, at its discretion;

(e) On or before the Close of Escrow, Donee and Landowner shall have entered into a Reciprocal Easement Agreement whereby Donee and Landowner will, among other things, grant to each other reciprocal easements for vehicular ingress and egress respectively over and across the Property and the remaining real property to be retained by Landowner. The form of the Reciprocal Easement Agreement has been previously agreed to by Donee and Landowner; and

(f) Satisfaction of all the obligations stated herein by both Donee and Donor, within the time periods provided in this Agreement (if any).

If any condition precedent is not satisfied or waived by the Party for whose primary benefit it exists, said benefited Party may terminate this Agreement by written notice to the other Party, in which event the Parties shall have no further obligation to each other under this Agreement, except those expressly stated to survive.

3. **Condition of the Property.**

(a) Donee and Donor acknowledge and agree that, prior to the Review Deadline described in Section 2(b), above:

(i) Donee has had the opportunity to study all aspects or circumstances of the Property which Donee deems material or relevant;

(ii) Donee shall have received from Donor all documents and materials in Donor's immediate possession with respect to the Property. Said documents and materials shall include any environmental reports prepared by Donor or in Donor's possession for the Property ("**Donor's Reports**"). Donor makes no representation or warranties as to the accuracy, completeness or conclusions of said Donor's Reports;

(iii) Donee has had access to the Property to conduct such inspections and investigations as Donee thinks appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Property at Donee's cost and expense. Donee shall provide TPL and the Landowner forty-eight (48) hour notice in advance of any inspection. Donee shall indemnify and defend TPL and the Landowner against and hold TPL and the Landowner harmless from any and all loss, cost, liability and expense (including reasonable attorneys' fees and costs and specifically including keeping the Property free from mechanic's or material supplier liens) arising out of the activities of Donee on the Property prior to the Close of Escrow for the Property. Donee's indemnification obligation shall survive the Close of Escrow or earlier termination of this Agreement; and

(iv) Donee has had the opportunity to make all inspections and verifications which Donee deems necessary for the completion of Donee's due diligence review for the transaction covered by this Agreement.

(b) Donee acknowledges and agrees that Donor makes no representations or warranties as to the physical condition of the Property or in connection with any matter relating to its condition, value, fitness, use or zoning on which Donee has relied directly or indirectly. Donee further acknowledges and agrees that, except as expressly set forth in this Agreement, Donor's cooperation with Donee in connection with Donee's due diligence review of the Property, whether by providing the Donor's Reports or any other documents, or permitting inspection of the Property, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the Property.

(c) Except as otherwise expressly provided below, Donee hereby acknowledges and agrees that the donation of the Property is and will be made on an "as is, where is" basis and that neither Donor, nor any representative, agent or employee of Donor has made, or will make, any representations, warranties or guaranties of any kind or character whatsoever with respect to the Property.

DONEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("**SECTION 1542**"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW DONEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

Donee's Initials

The waivers and releases by Donee herein contained (i) shall not apply to any breach of Donor's representations or warranties under Section 8 of this Agreement or a default by Donor; and (ii) shall survive the Close of Escrow.

4. **Due Diligence**. Donee has had the opportunity to investigate and review the Title Report(s) (described in Section 6 below), the Donor's Reports and the physical condition of the Property, which investigation and review must be completed on or before the Review Deadline. If Donee determines that it is dissatisfied with the status of the title as set forth in the Title Reports, the physical condition of the Property, the Appraisal or the environmental condition of the Property, then Donee may terminate this Agreement by delivering written notice to Donor on or before the Review Deadline. If

Donee fails to deliver any such written termination notice to Donor on or before the Review Deadline, then Donee shall be conclusively deemed (i) to be satisfied with the status of the title to the Property, the physical condition of the Property and the environmental condition of the Property; and (ii) to have elected to proceed to the Close of Escrow (as defined below).

5. **Escrow and Closing.** Donor shall open an escrow with Fidelity National Title Company (the "**Escrow Holder**") for the purpose of closing the donation of the Property. Escrow shall close on or before January 24, 2024, or as may be otherwise mutually agreed to by the Parties in writing, (the "**Close of Escrow**") per the terms of the Option.

6. **Title.**

6.1 **Deed.** Donor will instruct Landowner to convey to Donee by a direct deed from Landowner, marketable, record, fee simple title to the Property by grant deed free and clear of all monetary liens and encumbrances, except: (a) taxes which shall be prorated as of the Close of Escrow; (b) exceptions as shown in the Preliminary Title Report dated as October 20, 2023, issued by Fidelity Title Insurance Company (the "**PTR**"); and (c) deed restrictions required by CNRA in substantially the same form as shown on Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding anything to the contrary contained in this Agreement, Donee acknowledges and agrees that the leases, licenses, contracts and/or other agreements set forth in Schedule "6.5" attached hereto (the "**Surviving Agreements**") shall survive the Close of Escrow and shall continue to encumber the Property following the Close of Escrow hereunder.

6.2 **Possession/Adverse Claim.** Donor will cause Landowner to deliver possession of the Property to Donee at Close of Escrow free and clear of anyone in possession, except as may be provided in the PTR or as otherwise disclosed by Donor to Donee.

7. **Title Insurance.** Donor will provide, at the expense of Donor and/or Landowner, a CLTA standard owner's title policy, in the amount of _____ and 00/100 Dollars (\$_____) insuring that title to the Property is vested in Donee or Donee's nominee(s) upon Close of Escrow subject only to the exceptions stipulated pursuant to Section 6.1 above, and with such endorsements, if any, as Donee may require, at Donee's expense.

8. **Donor's Representations.** Donor makes the following representations:

(a) Subject to receipt of the approval of this transaction by the Project Review Committee of Donor's Board of Directors, Donor will acquire the Property from Landowner and, subsequently, will have the power to donate the Property to Donee.

(b) Subject to receipt of the approval of this transaction by the Project Review Committee of Donor's Board of Directors, Donor has full power and

authority to execute and deliver this Agreement, and to consummate the transactions provided herein. The persons signing this Agreement for Donor have full power and authority to sign for Donor and to bind it to this Agreement.

(c) This Agreement and the other documents to be executed by Donor hereunder, upon execution and delivery thereof by Donor, will have been duly entered into by Donor, and will constitute legal, valid and binding obligations of Donor, subject to the conditions precedent set forth in Section 2. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Donor is a party or by which it is bound.

(d) Donor represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Donor's United States Taxpayer Identification Number is 23-7222333.

"Donor's knowledge" or "known to Donor" or "Donor may discover" as used in this Agreement means or pertains to Donor's current-actual knowledge without the duty of inquiry or investigation, and shall not include knowledge imputed to Donor from a third-party source or constructive knowledge imparted to Donor by any fact, circumstance or document.

9. **Donee's Representation**. Donee represents and warrants the following:

(a) Donee has the power and authority to enter into this Agreement and the persons signing this Agreement for Donee have full power and authority to sign for Donee and to bind it to this Agreement and Donee has the power and authority to consummate the transaction contemplated herein.

(b) For purposes of California Health and Safety Code Section 25359.7, the delivery from Donor to Donee of the Donor's Reports constitute written notice to Donee under such code section.

(c) Donee shall exercise good faith efforts in conducting Donee's due diligence in connection with the transaction contemplated by this Agreement.

(d) This Agreement and the other documents to be executed by Donee hereunder, upon execution and delivery thereof by Donee, will have been duly entered into by Donee, and will constitute legal, valid and binding obligations of Donee, subject to the conditions precedent set forth in Section 2. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Donee is a party or by which it is bound.

(e) Donee agrees to inform Donor of all material findings in respect to the condition of the Property that Donee may discover in the conduct of Donee's due diligence.

10. **Risk of Loss**. All risk of loss shall remain with Donor until Close of Escrow. In the event the Property is destroyed or materially damaged after the Effective Date of this Agreement and prior to Close of Escrow, either Donee or Donor may, at their option, elect to terminate this Agreement.

11. **Closing Expenses and Fees**. Donor and Donee shall each pay one-half of the escrow fees. Any documentary tax or real property transfer tax arising out of the conveyance of the Property shall be borne by Donor. Donor (and/or Landowner) shall pay the premium for Donee's title insurance policy. Other fees and charges shall be allocated in accordance with the customary practice of Humboldt County, California.

12. **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by email, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the Party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by email, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

13. **Attorneys' Fees**. If any legal action is brought by either Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

14. **Remedies Upon Default**. In the event Donee defaults in the performance of any of Donee's obligations under this Agreement, Donor shall have the right to terminate this Agreement as its sole and exclusive remedy and Donee shall provide Donor with copies of any and all reports produced on Donee's behalf as part of its Due Diligence pursuant to Section 4. In the event that Donor defaults in the performance of any of Donor's obligations under this Agreement, Donee shall have the right to terminate this Agreement as its sole and exclusive remedy.

15. **No Broker's Commission**. Each Party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties to this Agreement, the Party on account of whose conduct the claim is asserted will hold the other Party harmless from said claim.

16. **Time of the Essence; Dates**. Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

17. **Binding on Successors**. This Agreement shall be binding not only upon the Parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

18. **Additional Documents**. Donor and Donee agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

19. **Assignment**. Donee may not assign its interests under this Agreement without the prior written consent of Donor.

20. **Entire Agreement; Modification; Waiver**. This Agreement constitutes the entire agreement between Donee and Donor pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

21. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Electronic or scanned signatures are acceptable and will be treated the same as original ink signatures for the purpose of executing and making this Agreement binding and effective.

22. **Severability**. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

23. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. **No Merger**. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Property, and delivery of money and documents in the escrow), will not merge with transfer of title but will remain in effect until fulfilled.

25. **Interpretation**. This Agreement will be interpreted without regard to any presumption or other rule of interpretation based on who drafted the Agreement.

26. **Amendment**. No amendment of this Agreement will be binding unless in writing and signed by the Parties

27. **Exhibits and Recitals**. All exhibits attached to this Agreement and the Recitals contained in this Agreement are incorporated into this Agreement by this reference.

IN WITNESS of the foregoing provisions, the parties have signed this Agreement as of the dates shown next to their respective signatures below, but made effective as of the Effective Date:

DONOR:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: _____
Gordon J. Okawa, Counsel

Date: _____, 2023

DONEE:

**MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT**, a California Special Services
District

By: _____

Name: _____

Title: _____

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To Be Attached**]**

EXHIBIT B

CNRA DEED RESTRICTIONS

Draft deed restriction language –

The property described in this deed was purchased in part or in whole with grant funds provided by the State of California by and through the Natural Resources Agency (“the State”) under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) and all or portions of Assessor Parcel Numbers 509-061-001, 509-062-004, 509-063-003, 510-011-014, 510-011-016 and 511-111-057 and is referred to herein as the “Burdened Property”. The Burdened Property currently consists of approximately 599-acres of unimproved vacant land with timber cover. Landowner desires and intends that in order to provide public benefit and meet the terms of the funding, the Burdened Property shall be used only for purposes consistent with the funding.

Use of the burdened property is restricted and shall exclusively be for a permanent greenbelt and community forest with public access of over five miles of recreational, non-motorized bicycle, pedestrian, and equestrian trails that provide new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities. Timber harvest revenues are to be used to fund habitat restoration and management of recreational uses. If access for the public ever needs to change location, scope, or scale, landowner will seek consent from the State.

Unless otherwise expressly identified in this deed, all development rights are extinguished.

Landowner acknowledges the restrictions, extinguished development rights, and other dedications in this deed provide a benefit to the burdened property and all other adjacent property, as well as the People of the State of California, and the terms of this deed shall run with the land and bind all successive owners in interest consistent with Civil Code section 815 et seq. No other uses are permitted OR granted herein, and any violation of these restrictions or dedications will operate to automatically revert the Burdened Property to the State of California.

The Burdened Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State. Such approval shall not be unreasonably withheld, provided the purposes for which the funding was awarded are expressly assumed by the purchaser as part of the purchase agreement and prior to the close of escrow.

Responsibilities to maintain and operate the Burdened Property in accordance with this deed runs with the land.

Obligations for operation and maintenance of the Burdened Property may be abandoned only upon the written approval of the State and only for good cause. Good cause includes, but is not limited to, natural disasters that destroy the property. Good cause shall not include more expedient or economically beneficial development.

The Burdened Property, or any portion thereof, may not be used for mitigation without the written permission of the State.

The Burdened Property, or any portion thereof, may not be used as security for any debt.

These restrictions imposed on the Burdened Property shall run with the land and pass with each and every portion of the Burdened Property and shall apply to and bind the respective successors in interest to the Burdened Property.

SCHEDULE 6.5 - SURVIVING AGREEMENTS

1. RCMBBA GDRco Recreational Use Agreement dated August 29, 2022, between Seller and The Redwood Coast Mountain Bike Association.
2. Existing Timber Harvest Plan Nos. 1-17-031 and 1-19-00076HUM (the “**THPs**”) filed with regard to the Property with the California Department of Forestry and Fire Protection, but only to the extent that the THPs pertain to any surviving obligations related to road maintenance tied to Unit A in Plan 1-17-031 and Unit A in Plan 1-19-00076HUM.

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RESOLUTION 2023 – 29

A RESOLUTION APPROVING THE DONATION AGREEMENT BETWEEN THE TRUST FOR PUBLIC LAND, AND MCKINLEYVILLE CSD FOR THE MCKINLEYVILLE COMMUNITY FOREST ESTABLISHMENT

WHEREAS, Trust for Public Lands (the “Donor”) holds an option to acquire certain real property located in Humboldt County, California described as APNs: 509-061-001-000 (portion), 509-062-004-000 (portion), 509-063-003-000 (portion), 510-011-014-000 (portion), 510-011-016-000 (portion), and 511-111-057-000; the legal description of which is set forth in the Agreement and incorporated by reference. Donor’s Option is with Green Diamond Resources Company, a Washington corporation (“Landowner”). That property, containing approximately five hundred ninety-nine acres (599 acres) (the “Property”), together with all improvements, fixtures, timber, crops and water located in and on it, and all rights appurtenant to it which are owned by Landowner, including, but not limited to, timber rights, water rights, grazing rights, and access rights, collectively referred to as the "Property"; and

WHEREAS, Donor desires to donate the Property to the McKinleyville Community Services District (the “Donee”) for the purposes of forever conserving the timber harvesting productive capacity, aquatic and terrestrial habitat value, scenic qualities, and maintaining the open space and other conservation characteristics of the Property; and

WHEREAS, Donee is willing to accept a donation of the Property from Donor by a direct deed from the Landowner on the terms and conditions set forth in the Donation Agreement;

WHEREAS, in anticipation of the potential real property acquisition Donee has evaluated the environmental condition of the Property for the presence of hazardous materials and, after reasonable investigation, identified none; and

WHEREAS, the purpose of Donee acquiring the Property is to permanently maintain and conserve the natural features and resources located thereon, maintain open space and create a community forest and facilitate public recreation thereon. Donee has evaluated the proposed acquisition under the California Environmental Quality Act (“CEQA”) and concluded that the acquisition of the Property is categorically exempt under CEQA pursuant to the categorical exemptions established pursuant to California Code of Regulations, Title 14, Article 19, including, without limitation, those published at Sections 15313 (Acquisition of Lands for Wildlife Conservation Purposes), 15316 (Transfer of Ownership in Order to Create Parks), 15317 (Open Space Contracts or Easements) and 15325 (Transfers of Ownership in Land to Preserve Existing National Conditions and Historical Resources). A Notice of CEQA Exemption regarding the Property acquisition was adopted by Donee and posted with the Humboldt County Clerk on or about May 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the said Donation Agreement for the conveyance of the McKinleyville Community Forest property to MCSD.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 6th day of December 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joseph Blaine, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.5 **Consider Approval of Resolution 2023-30 Approving the Preliminary Title Report for the Community Forest Property**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the material provided, discuss, take Public comment and approve Resolution 2023-30 (**Attachment 3**) approving the Preliminary Title Report for the Community Forest Property by title only.

Discussion:

As the Board is aware and as detailed in previous agenda items, Trust for Public Lands (TPL) and the State of California Natural Resource Agency (Resources) entered into a Grant Agreement for the acquisition of the Community Forest property from Green Diamond Resources Company (GDRC) to convert it into a permanent greenbelt and community forest for public enjoyment. It is the intent that, following the purchase of the Property by TPL, TPL shall have the GDRC convey fee title of the Property to MCSD by directed deed.

Prior to close of escrow and the actual property transfer, the Preliminary Title Report (**Attachment 1**) was reviewed by District Legal Counsel and the Community Forest Committee. Legal Counsel requested clarification from GDRC on Exceptions 16 (Ag Credit Deed of Trust) and 17 (Ag Credit Financing Statement) to ensure that they will be removed from title at closing and that the purchased property will be released from the Ag Credit loan upon paying GDRC the purchase price. GDRC assures that that is indeed the case.

Legal Counsel also drew attention to Exception 20, the Joint Timber Management Plan covenant that Humboldt County required for the lot line adjustments required as part of the sale (See **Attachment 2**). Staff and the Committee are comfortable with the Joint Timber Management exception.

Legal Counsel, Staff and the Committee recommend the Board approve the Preliminary Title Report by approval of Resolution 2023-30.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The approval of the Assignment and the execution of all of the applicable escrow and other documents will convey the 599-acre Community Forest property to the District. The District will work on developing improvements to the property including walking, biking, and equestrian trails as well as parking areas and access roads. These improvements will largely be funded by grants the District is able to obtain. However, there will be ongoing maintenance costs to patrol and clean up dump sites and homeless camps. In the Measure B 2024/2025 Engineering Report prepared by Willdan, the annual operation and maintenance costs for the Community Forest were estimated to be \$100,000/year.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Preliminary Title Report
- Attachment 2 – Declarations of Covenants (Exception 20 to PTR)
- Attachment 3 – Resolution 2023-30

Title Report

Green Diamond Resource Company

Attn:

Escrow Officer: Nikki Naughton
Email: nikki.naughton@fnf.com
File No.: FHBT-2012300769G
Escrow No.: FHBT-2012300769 -NN

Property Address: 509-061-001-000 ptn, 509-062-004-000 ptn, 509-063-003-000 ptn,

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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Fidelity National Title Company OF CALIFORNIA

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company of California** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



Fidelity National Title Company OF CALIFORNIA

ISSUING OFFICE: 1034 Sixth Street, Suite B, Eureka, CA 95501

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company of California
930 Sixth Street, Suite 200 • Eureka, CA 95501
(707)442-5785 • FAX (707)445-2656

**Another Prompt Delivery From Fidelity National Title Company of California Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Amendment B

Title Officer: Russell Janak
Email: Russell.Janak@titlegroup.fntg.com
Title No.: FHBT-2012300769G

Escrow Officer: Nikki Naughton
Email: nikki.naughton@fnf.com
Escrow No.: FHBT-2012300769 -NN

TO: Green Diamond Resource Company

Attn:

PROPERTY ADDRESS(ES): 509-061-001-000 ptn, 509-062-004-000 ptn, 509-063-003-000 ptn,
510-011-014-000 ptn,, 510-011-016-000 ptn, and 511-111-057-000, McKinleyville,
CA

EFFECTIVE DATE: September 22, 2023 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Green Diamond Resource Company, a Washington corporation, fka Simpson Resource Company, a Washington corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 509-061-001-000 ptn, 509-062-004-000 ptn, 509-063-003-000 ptn, 510-011-014-000 ptn, 510-011-016-000 ptn, 511-111-057-000, , , , , , , , , , , and

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

That portion of Sections 29, 32 and 33, Township 7 North, Range 1 East, and Sections 3, 4 and 10, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING at a point on the centerline of Murray Road, as described in an easement deed to the County of Humboldt, recorded June 14, 1968 in [Book 964 Official Records, Page 476](#), at the westerly terminus of the course "South 86 degrees 28 minutes East, 884.66 feet", said point bear South 77 degrees 14 minutes 52 seconds East, 1440.36 feet from the Northwest corner of said Section 33;
thence along said centerline of Murray Road, South 85 degrees 01 minutes 10 seconds East (record bearing South 86 degrees 28 minutes East), 353.41 feet;
thence South 04 degrees 58 minutes 50 seconds West, 40.00 feet;
thence South 48 degrees 26 minutes 40 seconds West, 336.17 feet;
thence North 82 degrees 35 minutes 52 seconds West, 71.49 feet;
thence North 82 degrees 35 minutes 52 seconds West, 7.50 feet, more or less, to the centerline of a truck road commonly known as M-2100 on Green Diamond Resource Company maps;
thence along said centerline the following courses:
South 11 degrees 18 minutes 36 seconds East, 46.65 feet,
South 26 degrees 41 minutes 36 seconds East, 49.95 feet,
South 20 degrees 13 minutes 44 seconds East, 49.98 feet,
South 09 degrees 22 minutes 45 seconds East, 49.81 feet,
South 06 degrees 40 minutes 05 seconds West, 99.66 feet,
South 03 degrees 10 minutes 02 seconds East, 50.01 feet,
South 10 degrees 18 minutes 06 seconds East, 99.99 feet,
South 26 degrees 53 minutes 32 seconds East, 49.40 feet,
South 45 degrees 05 minutes 34 seconds East, 49.78 feet,
South 54 degrees 07 minutes 50 seconds East, 50.01 feet,
South 48 degrees 09 minutes 26 seconds East, 149.94 feet,
South 41 degrees 54 minutes 34 seconds East, 49.85 feet,
South 31 degrees 05 minutes 39 seconds East, 249.86 feet,
South 27 degrees 51 minutes 22 seconds East, 49.88 feet,
South 19 degrees 53 minutes 15 seconds East, 262.34 feet, to the centerline of the truck road commonly known as the M-2000 road on Green Diamond Resource Company maps;
thence along said centerline the following courses:
South 54 degrees 55 minutes 58 seconds West, 14.55 feet,
South 22 degrees 57 minutes 13 seconds West, 48.61 feet,
South 02 degrees 08 minutes 45 seconds East, 49.84 feet,
South 03 degrees 19 minutes 00 seconds West, 49.36 feet,
South 23 degrees 53 minutes 12 seconds West, 49.99 feet,
South 28 degrees 07 minutes 57 seconds West, 99.97 feet,
South 30 degrees 58 minutes 09 seconds West, 100.02 feet,
South 29 degrees 52 minutes 35 seconds West, 99.93 feet,
South 07 degrees 47 minutes 26 seconds West, 49.39 feet,
South 04 degrees 33 minutes 56 seconds East, 99.89 feet,

EXHIBIT "A"
Legal Description
(continued)

South 15 degrees 09 minutes 35 seconds West, 49.31 feet,
South 61 degrees 47 minutes 37 seconds West, 48.06 feet,
South 85 degrees 11 minutes 42 seconds West, 99.86 feet,
South 66 degrees 43 minutes 54 seconds West, 49.83 feet,
South 47 degrees 37 minutes 45 seconds West, 49.65 feet,
South 27 degrees 01 minutes 32 seconds West, 49.73 feet,
South 16 degrees 15 minutes 25 seconds West, 49.97 feet,
South 10 degrees 51 minutes 48 seconds West, 100.00 feet,
South 19 degrees 13 minutes 16 seconds West, 49.82 feet,
South 30 degrees 08 minutes 25 seconds West, 99.95 feet,
South 37 degrees 52 minutes 11 seconds West, 49.93 feet,
South 52 degrees 08 minutes 12 seconds West, 49.91 feet,
South 60 degrees 57 minutes 40 seconds West, 49.96 feet,
South 67 degrees 38 minutes 27 seconds West, 50.00 feet,
South 74 degrees 06 minutes 40 seconds West, 49.94 feet,
South 84 degrees 41 minutes 07 seconds West, 49.93 feet,
North 85 degrees 15 minutes 14 seconds West, 49.85 feet,
North 74 degrees 49 minutes 36 seconds West, 49.97 feet,
North 68 degrees 29 minutes 42 seconds West, 49.95 feet,
North 57 degrees 52 minutes 04 seconds West, 49.94 feet,
North 50 degrees 44 minutes 07 seconds West, 49.98 feet,
North 44 degrees 42 minutes 44 seconds West, 49.97 feet,
North 36 degrees 42 minutes 42 seconds West, 49.97 feet,
North 30 degrees 22 minutes 46 seconds West, 49.95 feet,
North 26 degrees 47 minutes 54 seconds West, 50.00 feet,
North 31 degrees 53 minutes 21 seconds West 49.92 feet,
North 43 degrees 16 minutes 29 seconds West, 99.93 feet,
North 32 degrees 26 minutes 57 seconds West, 49.87 feet,
North 26 degrees 52 minutes 52 seconds West, 50.00 feet,
North 24 degrees 41 minutes 31 seconds West, 149.98 feet,
North 31 degrees 11 minutes 44 seconds West, 49.97 feet,
North 39 degrees 38 minutes 19 seconds West, 49.89 feet,
North 50 degrees 41 minutes 35 seconds West, 49.92 feet,
North 66 degrees 25 minutes 39 seconds West, 49.69 feet,
North 84 degrees 58 minutes 24 seconds West, 49.90 feet,
South 86 degrees 34 minutes 48 seconds West, 49.96 feet,
South 73 degrees 15 minutes 24 seconds West, 49.74 feet,
South 59 degrees 28 minutes 36 seconds West, 49.85 feet,
South 49 degrees 52 minutes 31 seconds West, 49.98 feet,
South 41 degrees 58 minutes 59 seconds West, 49.89 feet,
South 34 degrees 20 minutes 25 seconds West, 99.92 feet,
South 45 degrees 05 minutes 36 seconds West, 49.97 feet,
South 58 degrees 44 minutes 01 seconds West, 49.50 feet,
North 87 degrees 43 minutes 27 seconds West, 49.71 feet,
North 72 degrees 56 minutes 55 seconds West, 49.96 feet,
North 65 degrees 12 minutes 18 seconds West, 49.91 feet,
North 51 degrees 35 minutes 42 seconds West, 49.77 feet,
North 40 degrees 10 minutes 33 seconds West, 49.94 feet,

EXHIBIT "A"
Legal Description
(continued)

North 33 degrees 13 minutes 47 seconds West, 49.98 feet,
North 28 degrees 55 minutes 25 seconds West, 149.97 feet,
North 34 degrees 43 minutes 29 seconds West, 99.95 feet,
North 38 degrees 41 minutes 59 seconds West, 99.93 feet,
North 48 degrees 12 minutes 42 seconds West, 49.99 feet,
North 52 degrees 48 minutes 40 seconds West, 50.00 feet,
North 57 degrees 22 minutes 45 seconds West, 49.95 feet,
North 64 degrees 53 minutes 40 seconds West, 49.97 feet,
North 59 degrees 37 minutes 33 seconds West, 49.97 feet,
North 51 degrees 44 minutes 07 seconds West, 49.93 feet,
North 34 degrees 15 minutes 09 seconds West, 99.78 feet,
North 68 degrees 38 minutes 11 seconds West, 48.03 feet,
South 50 degrees 14 minutes 00 seconds West, 47.06 feet,
South 26 degrees 05 minutes 43 seconds West, 49.92 feet,
South 45 degrees 28 minutes 17 seconds West, 49.43 feet,
South 28 degrees 22 minutes 57 seconds West, 42.36 feet,
South 04 degrees 27 minutes 47 seconds East, 58.15 feet, more or less, to
the centerline of the truck road commonly known as the M-1000 road on Green Diamond Resource Company
maps;

thence along said centerline the following courses:

South 33 degrees 56 minutes 15 seconds East, 50.01 feet,
South 27 degrees 01 minutes 32 seconds East, 99.92 feet,
South 38 degrees 48 minutes 42 seconds East, 49.80 feet,
South 43 degrees 35 minutes 55 seconds East, 49.99 feet,
South 40 degrees 14 minutes 35 seconds East, 50.01 feet,
South 31 degrees 04 minutes 14 seconds East, 99.79 feet,
South 30 degrees 05 minutes 05 seconds East, 100.01 feet,
South 26 degrees 40 minutes 20 seconds East, 99.97 feet,
South 24 degrees 51 minutes 17 seconds East, 100.01 feet,
South 23 degrees 13 minutes 23 seconds East, 99.98 feet,
South 18 degrees 50 minutes 56 seconds East, 99.91 feet,
South 13 degrees 34 minutes 01 seconds East, 99.90 feet,
South 04 degrees 40 minutes 27 seconds East, 99.89 feet,
South 01 degrees 29 minutes 55 seconds East, 99.91 feet,
South 09 degrees 49 minutes 23 seconds East, 99.99 feet,
South 11 degrees 35 minutes 04 seconds East, 99.98 feet,
South 07 degrees 24 minutes 27 seconds East, 49.98 feet,
South 00 degrees 14 minutes 49 seconds East, 49.91 feet,
South 04 degrees 22 minutes 31 seconds East, 99.97 feet,
South 08 degrees 46 minutes 58 seconds East, 99.96 feet,
South 21 degrees 06 minutes 22 seconds East, 99.82 feet,
South 10 degrees 31 minutes 42 seconds East, 99.87 feet,
South 07 degrees 57 minutes 28 seconds East, 100.00 feet,
South 10 degrees 02 minutes 09 seconds East, 49.91 feet,
South 17 degrees 21 minutes 14 seconds East, 99.83 feet,
South 09 degrees 17 minutes 42 seconds East, 49.97 feet,
South 02 degrees 02 minutes 03 seconds East, 49.95 feet,
South 02 degrees 40 minutes 40 seconds West, 99.96 feet,

EXHIBIT "A"
Legal Description
(continued)

South 08 degrees 56 minutes 05 seconds East, 49.81 feet,
South 20 degrees 58 minutes 43 seconds East, 199.82 feet,
South 30 degrees 13 minutes 13 seconds East, 49.88 feet,
South 37 degrees 08 minutes 44 seconds East, 49.93 feet,
South 18 degrees 42 minutes 37 seconds East, 49.95 feet,
South 13 degrees 32 minutes 34 seconds East, 49.94 feet,
South 22 degrees 55 minutes 50 seconds East, 49.88 feet,
South 35 degrees 25 minutes 06 seconds East, 49.93 feet,
South 41 degrees 26 minutes 37 seconds East, 49.98 feet,
South 47 degrees 36 minutes 02 seconds East, 99.91 feet,
South 43 degrees 20 minutes 39 seconds East, 100.00 feet,
South 43 degrees 14 minutes 27 seconds East, 349.96 feet,
South 34 degrees 33 minutes 48 seconds East, 49.90 feet,
South 30 degrees 07 minutes 38 seconds East, 50.00 feet,
South 29 degrees 15 minutes 34 seconds East, 100.00 feet,
South 33 degrees 56 minutes 07 seconds East, 99.99 feet,
South 38 degrees 27 minutes 19 seconds East, 99.95 feet,
South 48 degrees 39 minutes 09 seconds East, 49.99 feet,
South 55 degrees 01 minutes 08 seconds East, 49.94 feet,
South 60 degrees 10 minutes 49 seconds East, 50.00 feet,
South 63 degrees 16 minutes 23 seconds East, 50.00 feet,
South 73 degrees 35 minutes 02 seconds East, 99.88 feet,
South 77 degrees 44 minutes 11 seconds East, 100.00 feet,
South 82 degrees 09 minutes 36 seconds East, 99.98 feet,
North 88 degrees 07 minutes 23 seconds East, 49.95 feet,
North 83 degrees 26 minutes 58 seconds East, 49.93 feet,
South 84 degrees 43 minutes 22 seconds East, 49.88 feet,
South 75 degrees 51 minutes 15 seconds East, 49.99 feet,
South 73 degrees 29 minutes 19 seconds East, 149.90 feet,
South 63 degrees 22 minutes 01 seconds East, 99.98 feet,
South 59 degrees 39 minutes 10 seconds East, 99.98 feet,
South 58 degrees 30 minutes 15 seconds East, 99.95 feet,
South 47 degrees 48 minutes 02 seconds East, 49.78 feet,
South 42 degrees 37 minutes 08 seconds East, 49.99 feet,
South 50 degrees 26 minutes 09 seconds East, 49.91 feet,
South 61 degrees 13 minutes 11 seconds East, 49.91 feet,
South 72 degrees 03 minutes 48 seconds East, 99.94 feet,
South 68 degrees 04 minutes 39 seconds East, 49.98 feet,
South 63 degrees 50 minutes 58 seconds East, 49.95 feet,
South 54 degrees 58 minutes 23 seconds East, 49.97 feet,
South 46 degrees 09 minutes 25 seconds East, 49.90 feet,
South 38 degrees 40 minutes 26 seconds East, 49.99 feet,
South 34 degrees 00 minutes 09 seconds East, 50.00 feet,
South 30 degrees 58 minutes 23 seconds East, 49.99 feet,
South 26 degrees 21 minutes 17 seconds East, 150.02 feet,
South 23 degrees 39 minutes 24 seconds East, 100.01 feet,
South 29 degrees 11 minutes 07 seconds East, 50.01 feet,
South 34 degrees 39 minutes 59 seconds East, 49.97 feet,

EXHIBIT "A"
Legal Description
(continued)

South 37 degrees 42 minutes 46 seconds East, 100.01 feet,
South 41 degrees 08 minutes 38 seconds East, 99.98 feet,
South 38 degrees 23 minutes 39 seconds East, 100.02 feet,
South 42 degrees 32 minutes 52 seconds East, 50.01 feet,
South 54 degrees 01 minutes 56 seconds East, 99.97 feet,
South 50 degrees 15 minutes 56 seconds East, 49.85 feet,
South 23 degrees 35 minutes 38 seconds East, 49.09 feet,
South 05 degrees 20 minutes 52 seconds East, 49.96 feet,
South 03 degrees 34 minutes 14 seconds West, 49.95 feet,
South 08 degrees 25 minutes 57 seconds West, 49.99 feet,
South 00 degrees 43 minutes 41 seconds East, 49.83 feet,
South 20 degrees 24 minutes 39 seconds East, 49.74 feet,
South 41 degrees 24 minutes 15 seconds East, 49.94 feet,
South 51 degrees 34 minutes 44 seconds East, 49.89 feet,
South 55 degrees 22 minutes 18 seconds East, 49.98 feet,
South 62 degrees 29 minutes 07 seconds East, 50.00 feet,
South 68 degrees 00 minutes 39 seconds East, 99.92 feet,
South 52 degrees 50 minutes 16 seconds East, 49.43 feet,
South 31 degrees 12 minutes 34 seconds East, 49.69 feet,
South 22 degrees 16 minutes 42 seconds East, 100.00 feet,
South 29 degrees 03 minutes 35 seconds East, 49.87 feet,
South 36 degrees 29 minutes 59 seconds East, 149.99 feet,
South 40 degrees 18 minutes 09 seconds East, 100.01 feet,
South 43 degrees 36 minutes 14 seconds East, 50.01 feet,
South 58 degrees 30 minutes 39 seconds East, 49.60 feet,
South 84 degrees 26 minutes 31 seconds East, 49.43 feet,
North 72 degrees 12 minutes 38 seconds East, 50.01 feet,
North 86 degrees 50 minutes 19 seconds East, 49.09 feet,
South 53 degrees 58 minutes 16 seconds East, 49.50 feet,
South 38 degrees 03 minutes 41 seconds East, 49.89 feet,
South 35 degrees 26 minutes 22 seconds East, 150.03 feet,
South 40 degrees 58 minutes 56 seconds East, 49.98 feet,
South 44 degrees 18 minutes 22 seconds East, 49.99 feet,
South 38 degrees 53 minutes 19 seconds East, 49.97 feet,
South 27 degrees 37 minutes 31 seconds East, 99.85 feet,
South 29 degrees 40 minutes 50 seconds East, 50.00 feet,
South 33 degrees 37 minutes 30 seconds East, 50.00 feet,
South 36 degrees 40 minutes 01 seconds East, 49.99 feet,
South 41 degrees 30 minutes 46 seconds East, 49.95 feet,
South 47 degrees 47 minutes 02 seconds East, 49.95 feet,
South 54 degrees 25 minutes 42 seconds East, 49.73 feet,
South 46 degrees 10 minutes 38 seconds East, 150.00 feet,
South 47 degrees 34 minutes 40 seconds East, 199.99 feet,
South 43 degrees 24 minutes 31 seconds East, 49.98 feet,
South 39 degrees 15 minutes 46 seconds East, 50.00 feet,
South 35 degrees 29 minutes 50 seconds East, 100.00 feet,
South 31 degrees 11 minutes 12 seconds East, 200.01 feet,
South 33 degrees 20 minutes 26 seconds East, 100.00 feet,

EXHIBIT "A"
Legal Description
(continued)

South 36 degrees 35 minutes 52 seconds East, 149.96 feet,
South 31 degrees 30 minutes 21 seconds East, 49.98 feet,
South 26 degrees 32 minutes 29 seconds East, 49.99 feet,
South 23 degrees 12 minutes 37 seconds East, 49.99 feet,
South 17 degrees 27 minutes 07 seconds East, 200.00 feet,
South 14 degrees 17 minutes 10 seconds East, 150.01 feet,
South 18 degrees 19 minutes 16 seconds East, 49.96 feet,
South 14 degrees 03 minutes 44 seconds East, 49.92 feet,
South 06 degrees 50 minutes 53 seconds East, 49.91 feet,
South 19 degrees 22 minutes 29 seconds East, 49.88 feet,
South 26 degrees 22 minutes 10 seconds East, 250.02 feet,
South 31 degrees 54 minutes 30 seconds East, 50.01 feet,
South 34 degrees 36 minutes 59 seconds East, 99.97 feet,
South 40 degrees 22 minutes 18 seconds East, 49.98 feet,
South 44 degrees 59 minutes 40 seconds East, 50.00 feet,
South 51 degrees 02 minutes 19 seconds East, 99.88 feet,
South 44 degrees 46 minutes 11 seconds East, 49.95 feet,
South 38 degrees 22 minutes 39 seconds East, 149.96 feet,
South 35 degrees 01 minutes 38 seconds East, 200.02 feet,
South 33 degrees 47 minutes 44 seconds East, 300.02 feet, more or less, to
the centerline of the truck road commonly known as the M-1400 road on Green Diamond Resource Company
maps;

thence along said centerline the following courses:

South 75 degrees 55 minutes 45 seconds East, 148.27 feet,
South 69 degrees 31 minutes 31 seconds East, 99.96 feet,
South 61 degrees 06 minutes 45 seconds East, 99.94 feet,
South 54 degrees 34 minutes 44 seconds East, 49.96 feet,
South 47 degrees 57 minutes 05 seconds East, 49.96 feet,
South 44 degrees 20 minutes 16 seconds East, 100.01 feet,
South 41 degrees 39 minutes 19 seconds East, 49.99 feet,
South 31 degrees 45 minutes 45 seconds East, 49.81 feet,
South 23 degrees 21 minutes 13 seconds East, 50.00 feet,
South 33 degrees 06 minutes 17 seconds East, 49.55 feet,
South 52 degrees 55 minutes 59 seconds East, 49.79 feet,
South 64 degrees 46 minutes 43 seconds East, 49.93 feet,
South 66 degrees 58 minutes 08 seconds East, 50.00 feet,
South 46 degrees 00 minutes 14 seconds East, 49.52 feet,
South 32 degrees 56 minutes 55 seconds East, 49.92 feet, more or less, to
the centerline of the truck road commonly known as the M-1600 road on Green Diamond Resource Company
maps;

thence along said centerline the following courses:

South 34 degrees 42 minutes 02 seconds West, 44.60 feet,
South 63 degrees 53 minutes 32 seconds West, 49.26 feet,
South 79 degrees 29 minutes 09 seconds West, 50.00 feet,
South 72 degrees 44 minutes 21 seconds West, 99.95 feet,
South 68 degrees 23 minutes 42 seconds West, 99.99 feet,
South 61 degrees 45 minutes 42 seconds West, 49.96 feet,
South 55 degrees 00 minutes 09 seconds West, 50.00 feet,

EXHIBIT "A"
Legal Description
(continued)

South 48 degrees 38 minutes 06 seconds West, 49.97 feet,
South 44 degrees 40 minutes 04 seconds West, 49.99 feet,
South 40 degrees 06 minutes 31 seconds West, 99.53 feet, more or less, to
the centerline of the truck road commonly known as the M-1000 road on Green Diamond Resource Company
maps;
thence along said centerline the following courses:
South 00 degrees 14 minutes 11 seconds West, 49.92 feet,
South 04 degrees 05 minutes 58 seconds East, 99.77 feet,
South 17 degrees 05 minutes 56 seconds West, 99.72 feet,
South 13 degrees 34 minutes 42 seconds West, 149.95 feet,
South 21 degrees 22 minutes 44 seconds West, 49.98 feet,
South 24 degrees 31 minutes 01 seconds West, 99.98 feet,
South 19 degrees 49 minutes 53 seconds West, 99.99 feet,
South 13 degrees 33 minutes 52 seconds West, 49.97 feet,
South 08 degrees 58 minutes 44 seconds West, 50.01 feet,
South 09 degrees 16 minutes 41 seconds West, 99.97 feet,
South 12 degrees 34 minutes 17 seconds West, 100.00 feet,
South 13 degrees 59 minutes 12 seconds West, 100.02 feet,
South 09 degrees 55 minutes 20 seconds West, 100.00 feet,
South 05 degrees 33 minutes 46 seconds West, 99.94 feet,
South 01 degrees 54 minutes 20 seconds East, 99.96 feet,
South 05 degrees 23 minutes 38 seconds East, 100.02 feet
South 04 degrees 05 minutes 17 seconds East, 100.00 feet,
South 06 degrees 38 minutes 04 seconds East, 163.64 feet, more or less, to
the South line of the Northwest Quarter of said Section 10;
thence Westerly along the South line of the Northwest Quarter of said Section 10, 575 feet, more or less, to the
Southwest corner of said Northwest Quarter;
thence North along the West line of said Section 10, for a distance of 2640 feet, more or less, to the Northwest
corner of said Section 10;
thence Westerly along the South line of said Section 4, for a distance of 1967 feet, more or less, to the center of
an unnamed creek; thence along the center of said creek the following courses:
North 53 degrees 31 minutes 27 seconds West, 117.21 feet,
North 23 degrees 47 minutes 15 seconds West, 30.27 feet,
North 39 degrees 46 minutes 47 seconds West, 65.60 feet,
North 16 degrees 39 minutes 39 seconds West, 31.36 feet,
North 03 degrees 35 minutes 38 seconds West, 32.70 feet,
North 20 degrees 27 minutes 42 seconds East, 31.29 feet,
North 29 degrees 10 minutes 37 seconds East, 32.78 feet,
North 37 degrees 27 minutes 12 seconds East, 31.82 feet,
North 58 degrees 05 minutes 35 seconds East, 23.44 feet,
North 07 degrees 12 minutes 03 seconds East, 32.79 feet,
North 29 degrees 20 minutes 22 seconds East, 32.43 feet,
North 11 degrees 45 minutes 33 seconds West, 28.26 feet,
North 05 degrees 03 minutes 01 seconds West, 32.03 feet,
North 19 degrees 41 minutes 05 seconds West, 32.33 feet,
North 01 degrees 38 minutes 23 seconds East, 30.40 feet,
North 21 degrees 43 minutes 42 seconds East, 32.09 feet,

EXHIBIT "A"
Legal Description
(continued)

North 40 degrees 37 minutes 28 seconds East, 32.07 feet,
North 32 degrees 59 minutes 15 seconds East, 32.34 feet,
North 10 degrees 22 minutes 12 seconds West, 31.44 feet,
North 41 degrees 23 minutes 25 seconds West, 32.46 feet,
North 19 degrees 09 minutes 08 seconds West, 64.92 feet,
North 50 degrees 50 minutes 43 seconds West, 32.01 feet,
North 09 degrees 00 minutes 39 seconds West, 31.92 feet,
North 16 degrees 59 minutes 59 seconds West, 32.32 feet,
North 12 degrees 13 minutes 13 seconds West, 32.22 feet,
North 00 degrees 03 minutes 09 seconds East, 32.81 feet,
North 22 degrees 27 minutes 15 seconds West, 30.32 feet,
North 15 degrees 53 minutes 32 seconds West, 28.16 feet,
North 02 degrees 25 minutes 50 seconds West, 32.07 feet,
North 40 degrees 40 minutes 40 seconds West, 32.56 feet,
North 28 degrees 12 minutes 53 seconds West, 32.47 feet,
North 38 degrees 27 minutes 14 seconds West, 96.51 feet,
North 56 degrees 11 minutes 18 seconds West, 30.06 feet,
North 06 degrees 36 minutes 20 seconds East, 29.56 feet,
North 28 degrees 45 minutes 07 seconds West, 27.77 feet,
North 65 degrees 06 minutes 25 seconds West, 31.88 feet,
North 67 degrees 58 minutes 38 seconds West, 32.19 feet,
North 33 degrees 10 minutes 25 seconds West, 30.78 feet,
North 50 degrees 42 minutes 05 seconds West, 65.41 feet,
North 67 degrees 36 minutes 30 seconds West, 64.89 feet,
North 22 degrees 44 minutes 12 seconds West, 32.42 feet,
North 44 degrees 06 minutes 24 seconds West, 32.66 feet,
North 38 degrees 04 minutes 14 seconds West, 32.64 feet,
North 49 degrees 34 minutes 05 seconds West, 96.95 feet,
North 82 degrees 40 minutes 30 seconds West, 32.71 feet,
North 88 degrees 42 minutes 41 seconds West, 65.37 feet, more or less, to the West line of the Southeast Quarter of said Section 4;
thence Northerly along the West line of the Southeast Quarter of said Section 4, for a distance of 1300 feet, more or less, to the Northwest corner of said Southeast Quarter of Section 4;
thence Westerly along the South line of the Southeast Quarter of the Northwest Quarter of said Section 4, for a distance of 1320 feet, more or less, to the Southwest corner of said Southeast Quarter of the Northwest Quarter of said Section 4;
thence Northerly along the West line of the Southeast Quarter of the Northwest Quarter of said Section 4, for a distance of 1320 feet, more or less, to the Northwest corner of said Southeast Quarter of the Northwest Quarter;
thence Westerly, along the South line of the Northwest Quarter of the Northwest Quarter of said Section 4, for a distance of 245.96 feet;
thence North 21 degrees 56 minutes 31 seconds West, 650.05 feet, more or less, to the center of an unnamed creek;
thence along said creek the following courses:
North 31 degrees 30 minutes 09 seconds West, 17.15 feet,
North 23 degrees 02 minutes 25 seconds West, 32.30 feet
North 33 degrees 00 minutes 58 seconds West, 30.89 feet,

EXHIBIT "A"
Legal Description
(continued)

North 20 degrees 13 minutes 56 seconds West, 30.85 feet,
North 41 degrees 13 minutes 08 seconds West, 65.41 feet,
North 13 degrees 49 minutes 56 seconds West, 31.33 feet,
North 39 degrees 26 minutes 15 seconds West, 32.10 feet,
North 42 degrees 54 minutes 03 seconds West, 65.64 feet,
North 16 degrees 18 minutes 29 seconds West, 32.12 feet,
North 30 degrees 05 minutes 48 seconds West, 32.52 feet,
North 42 degrees 19 minutes 52 seconds West, 38.88 feet,
North 33 degrees 32 minutes 51 seconds West, 63.57 feet,
North 19 degrees 05 minutes 53 seconds West, 32.24 feet,
North 50 degrees 34 minutes 12 seconds West, 64.84 feet,
North 42 degrees 49 minutes 39 seconds West, 32.64 feet,
North 21 degrees 12 minutes 21 seconds West, 63.59 feet,
North 39 degrees 25 minutes 34 seconds West, 32.47 feet,
North 57 degrees 39 minutes 43 seconds West, 30.68 feet,
North 72 degrees 47 minutes 42 seconds West, 31.68 feet,
North 42 degrees 27 minutes 02 seconds West, 30.52 feet,
North 54 degrees 35 minutes 40 seconds West, 32.24 feet,
North 78 degrees 29 minutes 42 seconds West, 32.24 feet,
North 52 degrees 47 minutes 24 seconds West, 32.34 feet,
North 68 degrees 38 minutes 24 seconds West, 32.54 feet,
North 81 degrees 14 minutes 07 seconds West, 32.81 feet,
North 75 degrees 58 minutes 05 seconds West, 32.54 feet,
North 54 degrees 43 minutes 12 seconds West, 32.58 feet,
North 42 degrees 12 minutes 24 seconds West, 32.79 feet,
North 30 degrees 48 minutes 33 seconds West, 29.94 feet, more or less, to
a point that bears East from the Northwest corner of said Section 4;
thence West, 126.51 feet to the Northwest corner of said Section 4;
thence along the South line of the Southeast Quarter of said Section 32, North 88 degrees 15 minutes 34 seconds
West, 56.10 feet;
thence North 02 degrees 36 minutes 49 seconds East, 75.49 feet;
thence North 86 degrees 13 minutes 11 seconds West, 187.48 feet;
thence North 88 degrees 33 minutes 11 seconds West, 177.13 feet;
thence South 01 degree 26 minutes 49 seconds West, 81.25 feet, more or less, to said South line of the
Southeast Quarter of Section 32;
thence North 88 degrees 15 minutes 34 seconds West, along said South line of the Southeast Quarter of Section
32, for a distance of 2248.71 feet, more or less, to the Southwest corner thereof;
thence Northerly, along the West line of the Southwest Quarter of the Southeast Quarter of said Section 32, for a
distance of 1320 feet, more or less, to the Northwest corner thereof;
thence Easterly, along the North line of the Southwest Quarter of the Southeast Quarter of said Section 32, for a
distance of 1320 feet, more or less, to the Northeast corner thereof;
thence Northerly along the West line of the Northeast Quarter of the Southeast Quarter of said Section 32, for a
distance of 1320 feet, more or less, to the Northwest corner thereof;

EXHIBIT "A"
Legal Description
(continued)

thence Westerly along the South line of the Northeast Quarter of said Section 32, to the Southwest corner thereof; thence Northerly along the West line of the Northeast Quarter of said Section 32, to a point that is parallel with and 50 feet east of the centerline of the Humboldt Northern Railway;
thence Northerly along said line that is parallel with and 50 feet East of the centerline of the Humboldt Northern Railway, to the Northerly line of Murray Road, as described in an easement deed to the County of Humboldt, recorded June 14, 1968 in [Book 964 Official Records, Page 476](#), being a point on the Southerly line of that parcel of land conveyed to Beau Pre Corporation by deed recorded June 1, 1977 in Book 1424 Official Records, Page 409;
thence Easterly along said Southerly line to the Southeast corner of said parcel, being a point on the Westerly line of that parcel of land conveyed to Norton Creek Estates II by deed recorded July 21, 1992 as [Instrument No. 1992-20792-4](#);
thence South 20 degrees 31 minutes West, along said Westerly line, 40 feet, more or less, to the centerline of Murray Road, as described in said easement deed to the County of Humboldt;
thence Easterly along said centerline of Murray Road to the POINT OF BEGINNING.

EXCEPTING THEREFROM the parcel of land 25 feet by 100 feet conveyed to the County of Humboldt by deed recorded March 9, 1977 in [Book 1399 of Official Records, Page 422](#).

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Kevin D. Alto and Sara A. Alto, Trustees, by deed recorded _____ as Instrument No. _____, Humboldt County Records.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Brad J. Suchanek and Laura E. Suchanek, Trustees, by deed recorded _____ as Instrument No. _____, Humboldt County Records.

Note, it is the intent that the legal boundary of the parcel described herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed. It is also the intent that the legal boundary of parcels described herein as "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and roads.

BASIS OF BEARINGS is the California Coordinate System (CCS) Zone 1, NAD83 (2011), Epoch 2010.000. Distances shown hereon are grid distances. To obtain ground distances, divide the grid distances shown hereon by the combined factor of 0.99987807.

This description is based on a Record of Survey map for Green Diamond Resource Company of the McKinleyville Community Forest, to be filed with the Humboldt County Recorder subsequent to the recordation of this document.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 115-002
[Tax Identification No.:](#) [509-061-001-000](#) ptn
Fiscal Year: 2023-2024
1st Installment: \$406.30 unpaid
2nd Installment: \$406.30 unpaid
Land: \$70,166.00
Affects: A portion of the herindescribed land and other land

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 115-002
[Tax Identification No.:](#) [509-062-004-000](#) ptn
Fiscal Year: 2023-2024
1st Installment: \$401.18 unpaid
2nd Installment: \$401.18 unpaid
Land: \$69,209.00
Affects: A portion of the herindescribed land and other land

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 115-002
[Tax Identification No.:](#) [509-063-003-000](#) ptn
Fiscal Year: 2023-2024
1st Installment: \$345.13 unpaid
2nd Installment: \$345.13 unpaid
Land: \$58,733.00
Affects: A portion of the herindescribed land and other land

4. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 115-002
[Tax Identification No.:](#) [510-011-014-000](#) ptn
Fiscal Year: 2023-2024
1st Installment: \$283.32 unpaid
2nd Installment: \$283.32 unpaid
Land: \$47,175.00
Affects: A portion of the herindescribed land and other land

EXCEPTIONS
(continued)

5. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 115-002
[Tax Identification No.:](#) [510-011-016-000](#) ptn
Fiscal Year: 2023-2024
1st Installment: \$545.32 unpaid
2nd Installment: \$545.32 unpaid
Land: \$96,157.00
Affects: A portion of the herindescribed land and other land

6. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 115-002
[Tax Identification No.:](#) [511-111-057-000](#)
Fiscal Year: 2023-2024
1st Installment: \$28.19 unpaid
2nd Installment: \$28.19 unpaid
Land: \$412.00
Affects: A portion of the land described herein

7. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

8. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

9. Any adverse claim based upon the assertion that:
 - a. Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of various creeks and/or gulches in the event the boundary of said Gulches has been artificially raised or is now or at any time has been below the high watermark, if said Gulches is in its natural state.
 - b. Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of various creeks and/or gulches, or has been formed by accretion to any such portion.

10. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of various creeks and/or gulches.

EXCEPTIONS
(continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: County of Humboldt
Purpose: Public road and slope maintenance
Recorded: June 14, 1968, [Book 964, Page 476, of Official Records](#)
Affects: Reference is made to said document for full particulars.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: McKinleyville Community Services District
Purpose: Public utilities
Recorded: August 8, 1972, [Book 1149, Page 475, of Official Records](#)
Affects: The West 20 feet of the South 165 feet of the Southeast Quarter of Section 32.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: McKinleyville Community Services District
Purpose: Public utilities
Recorded: July 12, 1989, [Instrument No. 1989-13902, of Official Records](#)
Affects: Section 32

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Henry C. Pillor et ux
Purpose: Drainage
Recorded: August 14, 1989, [Instrument No. 1989-16281, of Official Records](#)
Affects: Section 32

15. Any matters which may exist or arise by reason of the following surveys and maps on file in the Office of the County Recorder of said County, which purports to show the herein described and other property. Said surveys and maps by book and Page are as follows:

[Book 29 of Surveys, Pages 124](#) and 125;
[Book 33 of Surveys, Page 6](#);
[Book 38 of Surveys, Page 54](#);
[Book 39 of Surveys, Pages 25](#) and 26;
[Book 43 of Surveys, Pages 98, 99, and 109](#);
[Book 52 of Surveys, Pages 150](#) and 151;
[Book 62 of Surveys, Pages 2](#) and 3;

EXCEPTIONS
(continued)

16. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: Not stated
Dated: December 20, 2002
Trustor: Simpson Resource Company, a Washington corporation
Trustee: Commonwealth Land Title Company
Beneficiary: American AgCredit, FLCA
Loan No.: Not shown
Recorded: December 24, 2002, [Instrument No. 2002-43564-189, of Official Records](#) of Humboldt County

Affects: The herein described land and other land.

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Green Diamond Resource Company, a Washington corporation
Recorded: January 9, 2007, [Instrument No. 2007-802-12, of Official Records](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Green Diamond Resource Company, a Washington corporation
Recording Date: April 30, 2013
[Recording No.:](#) [2013-10238-186, of Official Records](#)

A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following

Trustee: Fidelity National Title Company
Recorded: April 30, 2013, [Instrument No. 2013-10238-186, of Official Records](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Green Diamond Resource Company, a Washington corporation
Recording Date: August 5, 2013
[Recording No.:](#) [2013-18146-7, of Official Records](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Green Diamond Resource Company, a Washington corporation
Recorded: September 30, 2014, [Instrument No. 2014-016955-6, of Official Records](#) of Humboldt County

An Amended and Restated Deed of Trust

Executed by: Green Diamond Resource Company, a Washington corporation
Recording Date: Oct 16, 2018
[Recording No.:](#) [2018-18794](#)

EXCEPTIONS
(continued)

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: American AgCredit, FLCA
Recording Date: May 3, 2021
[Recording No.:](#) [2021-9959](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Green Diamond Resource Company, a Washington corporation and American AgCredit. FLCA
Recording Date: December 2, 2022
[Recording No.:](#) [2022-20738, of Official Records](#)

17. A financing statement as follows:

Debtor: Green Diamond Resource Company, a Washington corporation
Secured Party: American AgCredit FLCA
Recording Date: April 30, 2013
[Recording No.:](#) [2013-10239-166, of Official Records](#)

Affects: The herein described Land and other land.

A change to the above financing statement was filed

Nature of Change: Continuation
Recording Date: January 8, 2018
[Recording No.:](#) [2018-000223, of Official Records](#)

A change to the above financing statement was filed

Nature of Change: Continuation
Recording Date: November 4, 2022
[Recording No.:](#) [2022-19470, of Official Records](#)

A change to the above financing statement was filed

Nature of Change: Collateral Change- Restatement
Recording Date: December 2, 2022
[Recording No.:](#) [2022-20739, of Official Records](#)

18. Matters contained in that certain document

Entitled: Certificate of Subdivision Compliance
Dated: May 3, 2022
Executed by: Humboldt County Planning and Building Department
Recording Date: May 16, 2022
[Recording No.:](#) [2022-9535, of Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

Affects: The herein described Land and other land.

19. Matters contained in that certain document

Entitled: Notice of Lot Line Adjustment and Certificate of Subdivision Compliance
Dated: August 16, 2023
Executed by: Green Diamond Resource Company, a Washington corporation, fka Simpson Resource Company, a Washington corporation, et al
Recording Date: August 22, 2023
[Recording No.:](#) [2023-011189](#)

Reference is hereby made to said document for full particulars.

Affects: A portion of the Land described herein and other land.

20. Matters contained in that certain document

Entitled: Declaration of Covenants, Conditions and Restrictions Implementing Joint Timber Management Plan and Guide
Dated: August 8, 2023
Executed by: Green Diamond Resource Company, a Washington corporation, fka Simpson Resource Company, a Washington corporation, et al
Recording Date: August 22, 2023
[Recording No.:](#) [2023-011190](#)

Reference is hereby made to said document for full particulars.

Affects: A portion of the Land described herein and other land.

21. An option to purchase said Land with certain terms, covenants, conditions and provisions as set forth therein.

Optionor: Green Diamond Resource Company, a Washington corporation
Optionee: The Trust for Public Land, a California nonprofit public benefit corporation
Disclosed by: Memorandum of Option Agreement
Recording Date: August 23, 2023
[Recording No.:](#) [2023-011234](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

22. Matters contained in that certain document

Entitled: Notice of Lot Line Adjustment and Certificate of Subdivision Compliance
Dated: TBD
Executed by: Green Diamond Resource Company, a Washington corporation, et al (Suchanek and Alto)
Recording Date: TBD
Recording No.: to be recorded

Reference is hereby made to said document for full particulars.

23. Any effect of the uncertainty or insufficiency of the description of the location of the right of way(s) or easement(s) referred to in the legal description herein, over the servient lands described in the document creating said right of way(s) or easement(s).

24. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Green Diamond Resource Company, a Washington corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

25. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Green Diamond Resource Company, a Washington corporation, fka
Simpson Resource Company, a Washington corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

26. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: McKinleyville Community Services District
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 4.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 5.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 6.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 8.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 9.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF NOTES

NOTES
(continued)



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

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Recording Requested by:
County of Humboldt
Planning and Building Department

Return to:
County of Humboldt
Planning and Building Department
3015 H Street
Eureka, CA 95501-4484

2023-011190

Recorded - Official Records
Humboldt County, California
Juan P. Cervantes, Recorder
Recorded by: HUMBOLDT CNTY PLANNING & BUI

Pages: 42

Recording Fee: \$ 361.00

Tax Fee: \$0

Clerk: sc Total: \$361.00

Aug 22, 2023 at 11:26:34



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
IMPLEMENTING JOINT TIMBER MANAGEMENT PLAN AND GUIDE

Entered into on: **8/8/2023**

Assessor Parcel No.: **510-011-016, 511-111-056,
511-161-005 (portion)**

By and Between **Green Diamond Resource Company, a
Washington corporation, fka Simpson
Resource Company, a Washington
corporation**

Application No.: **17513**

Case No.: **PLN-2021-17513**

RECITALS

DECLARANT is the owner of the property described in the attached EXHIBIT "A" (hereafter called the "subject property"). This Declaration of covenants, Conditions and Restrictions is recorded for the mutual benefit of all the subject property. DECLARANT declares that all of the real property described in the attached EXHIBIT "A" shall be held transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions hereafter set forth which covenants, conditions and restrictions are expressly and exclusively for the use and benefit of the above referenced property, and for the benefit and use of each and every person or entity who now owns, or acquires in the future, all or any portion or portions of said real property.

This Joint Timber Management Plan created by these covenants, conditions and restrictions shall be carried out in accordance with the most recent Joint Management Guide prepared with respect to the subject property, which Guide is attached as EXHIBIT "B" and is on file at the Humboldt County Planning and Building Department.

Page 2 Declaration of Covenants, Conditions and Restrictions

Case No.: PLN-2021-17513

APN No.: 510-011-016, 511-111-056, 511-161-005 (portion)

OWNER'S REPRESENTATION

I hereby represent that I am the owner(s) of record of the real properties described in the attached EXHIBIT "A".

Green Diamond Resource Company, a Washington corporation, fka Simpson Resource Company, a Washington corporation

Col. Mosley

Sign above. Print name here: Colin Mosley

Title: Chairman

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF Washington
COUNTY OF King

On this 27th day of April, 2023, before me, Kathleen Louise Croll Notary Public, personally appeared Colin Mosley 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.

Kathleen Louise Croll (seal)
Notary Public Signature

Notary Public
State of Washington
KATHLEEN LOUISE CROLL
COMM. # 162366
MY COMM. EXP. October 23, 2024

EXHIBIT A
PROPERTY DESCRIPTION

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

PARCEL A:

The North Half of the Southwest Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 28, the Northeast Quarter of the Southeast Quarter of Section 29, the North Half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING that portion lying South and East of the centerline of Murray Road, as described in an Easement Deed to the County of Humboldt recorded June 14, 1968 in Book 964 Official Records, Page 476.

ALSO EXCEPTING that portion conveyed to Norton Creek Estates, II by the deed recorded July 21, 1992, as Instrument No. 1992-20792-4, Humboldt County Records.

PARCEL B:

The West Half of the Southeast Quarter of Section 28 in Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING that portion lying West of the centerline of Murray Road, as described in an Easement Deed to the County of Humboldt recorded June 14, 1968 in Book 964 Official Records, Page 476.

PARCEL C:

The North Half of the Northwest Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING that portion conveyed to Norton Creek Estates, II by the deed recorded July 21, 1992, as Instrument No. 1992-20792-4, Humboldt County Records.

ALSO EXCEPTING that portion lying North of the centerline of Murray Road, as described in an Easement Deed to the County of Humboldt recorded June 14, 1968 in Book 964 Official Records, Page 476.

Page 4 Declaration of Covenants, Conditions and Restrictions

Case No.: PLN-2021-17513
510-011-016, 511-111-056,
APN No.: 511-161-005 (portion)

PARCEL D:

The West Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

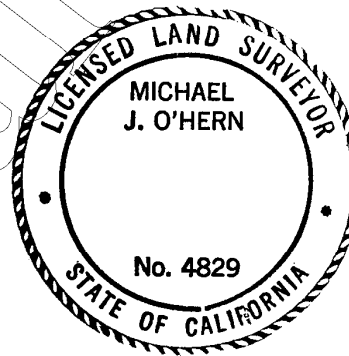
EXCEPTING that portion lying Northwest of the centerline of Murray Road, as described in an Easement Deed to the County of Humboldt recorded June 14, 1968 in Book 964 Official Records, Page 476.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: MAY 2, 2023



LEGAL DESCRIPTION APPROVED BY
HUMBOLDT COUNTY SURVEYOR'S OFFICE
[Signature] 5/2/23
(Signature) (Date)

Page 5 Declaration of Covenants, Conditions and Restrictions

Case No.: PLN-2021-17513
510-011-016, 511-111-056,
 APN No.: 511-161-005 (portion)

**COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO
 THE PROPERTY DESCRIBED IN EXHIBIT "A"**

1. Term. These covenants, conditions and restrictions shall run with the land and shall be binding on all heirs, successors, or assigns of DECLARANT, and on all persons or entities holding any interest in the subject property, for as long as the land is zoned Timber Production (TPZ).
2. Access Easements. In addition to and notwithstanding any other easements of record which may exist, each owner of a parcel described in Exhibit A shall have the non-exclusive easements as described in the Joint Timber Management Plan and attached as Exhibit B.
3. Timber Management and Harvest. Timber management and harvest activities on all parcels described in Exhibit "A" shall be conducted in accordance with the most recently prepared Joint Timber Management Guide applicable to the subject property, on file with the Humboldt County Planning and Building Department and incorporated herein by this reference. Said Guide shall provide for timber harvest within a reasonable period of time.
4. Enforcement. Enforcement may be undertaken by any available proceeding at law or in equity against any person, persons, or entity violating or attempting to violate any of the covenants, conditions and restrictions contained herein. Any remedy available at law or in equity may be sought for the purpose of restraining or preventing any violation of these covenants, conditions and restrictions, or to recover damages for any such violation.
5. Severability. Invalidation of any one of these covenants, conditions and restrictions shall in no way affect or serve to invalidate any of the other provisions contained herein, and all remaining provisions shall remain in full force and effect.
6. Incorporation into Transfer Document(s). A reference to this Declaration of Covenants, Conditions and Restrictions Implementing the Joint Timber Management Plan and Guide and the Recorder's Document Information shall appear in any document which transfers title to the subject property, or any portion thereof, and shall be in substantially the following form:

"This real property is subject to the provisions of a Declaration of Covenants, Conditions and Restrictions Implementing the Joint Timber Management Plan and Guide recorded in the office of the Humboldt County Recorder as Recorder's document _____."

IN WITNESS WHEREOF, DECLARANT(S) has/have executed this Declaration of Covenants, Conditions and Restrictions on the day and year first written below.

Page 6 Declaration of Covenants, Conditions and Restrictions

Case No.: PLN-2021-17513
510-011-016, 511-111-056,
APN No.: 511-161-005 (portion)

**Green Diamond Resource Company, a Washington corporation,
fka Simpson Resource Company, a Washington corporation**

Colin Moseley
Sign above. Print name here: Colin Moseley
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF Washington }
COUNTY OF King }

On this 27th day of April, 2023, before me, Kathleen Louise Croll Notary Public, personally appeared Colin Moseley 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 is true and correct.

Witness my hand and official seal.

Kathleen Louise Croll (seal)
Signature

Notary Public
State of Washington
KATHLEEN LOUISE CROLL
COMM. # 162366
MY COMM. EXP. October 23, 2024

EXHIBIT "B"

Unofficial Copy



California Timberlands Division

P.O Box 68, Korb, California 95550
T (707) 668-4400
F (707) 668-3710
greendiamond.com

Murray Road Joint Timber Management Plan

Prepared by Craig A. Compton
Registered Professional Forester #2663

A handwritten signature in black ink that reads 'Craig A. Compton'.

Craig A. Compton

1/28/2022

Date

Murray Road JTMP

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Murray Road JTMP

Timber Management Guide

1. Current Property Owner

Green Diamond Resource Company
 California Timberlands Division
 P.O. Box 68
 Korbek, CA 95550
 (707) 668-4400

2. Project Description

California Government Code Section 51119.5 specifies that parcels zoned as Timber Production Zone (TPZ) may not be divided into parcels containing less than 160 acres unless the original owner prepares a Joint Timber Management Plan (JTMP) prepared or approved as to content by a Registered Professional Forester (RPF) for the parcels to be created. Per California Government Code Section 511014(i) "Parcel" means that portion of an Assessor's parcel that is timberland, as defined.

The Murray Road JTMP is being prepared by Green Diamond Resource Company (GDRCo) in conjunction with the submittal of a Lot Line Adjustment (LLA) involving three Assessor parcels, APN 511-111-056, 511-161-005, 510-011-016. The Assessor Parcels are not coincident with the underlying legal parcels (see Figure 1 and Figure 2). A Determination of Status was submitted December 2018 for all legal parcels associated with the LLA, the results of which will be substantiated in Certificates of Subdivision Compliance as follows:

Certificate of Subdivision Compliance	Assessor Parcel Number	Acreage
TBD	511-111-056; 511-161-005 (ptn).	80.26
TBD	511-161-005 (ptn.); 510-011-016 (ptn.)	104.2
TBD	511-161-005 (ptn.)	80.22
TBD	510-011-016 (ptn.)	121.15
Total		385.84

The affected Assessor Parcels are predominantly zoned TPZ except for an approximately 25.04 acre portion of Assessor parcel 510-011-016 which is zoned Agricultural Exclusive (AE) (Figure 3). The LLA will reconfigure four existing legal parcels, all of which will be divided and contain less than 160 acres of TPZ. The boundaries of the LLA are intended to generally follow and coincide with Murray Road to facilitate access and timber management. The LLA will result in the reconfiguration of four legal parcels, or Management Units, (Figures 4 & 5). The Management Units and corresponding acreage are as follows:

Murray Road JTMP

Management Unit	Acres (TPZ)	Acres (AG)	Total (Acres)
1	144.67	0	144.67
2	65.43	0	65.43
3	100.35	19.87	120.22
4	50.34	5.17	55.52
Total			385.84

In accordance with the applicable California Government Code Sections, This JTMP is being submitted to demonstrate it will be possible to manage the resulting substandard TPZ-Assessor Parcels, which are being divided and will contain less than 160 acres for ongoing timber production. The core requirements that must be demonstrated are that the parcel be adequately stocked with commercial timber, have road access to the timber stands and that there is a feasible logging system that could be employed to harvest the timber. The components of the JTMP which document the viability of management include the "Timber Management Guide" and the "Timber Management Plan." The Timber Management Guide provides a description of the land and its timber management potential. The Timber Management Plan identifies the access to the parcel and the minimum stocking requirements described in the Forest Practice Rules.

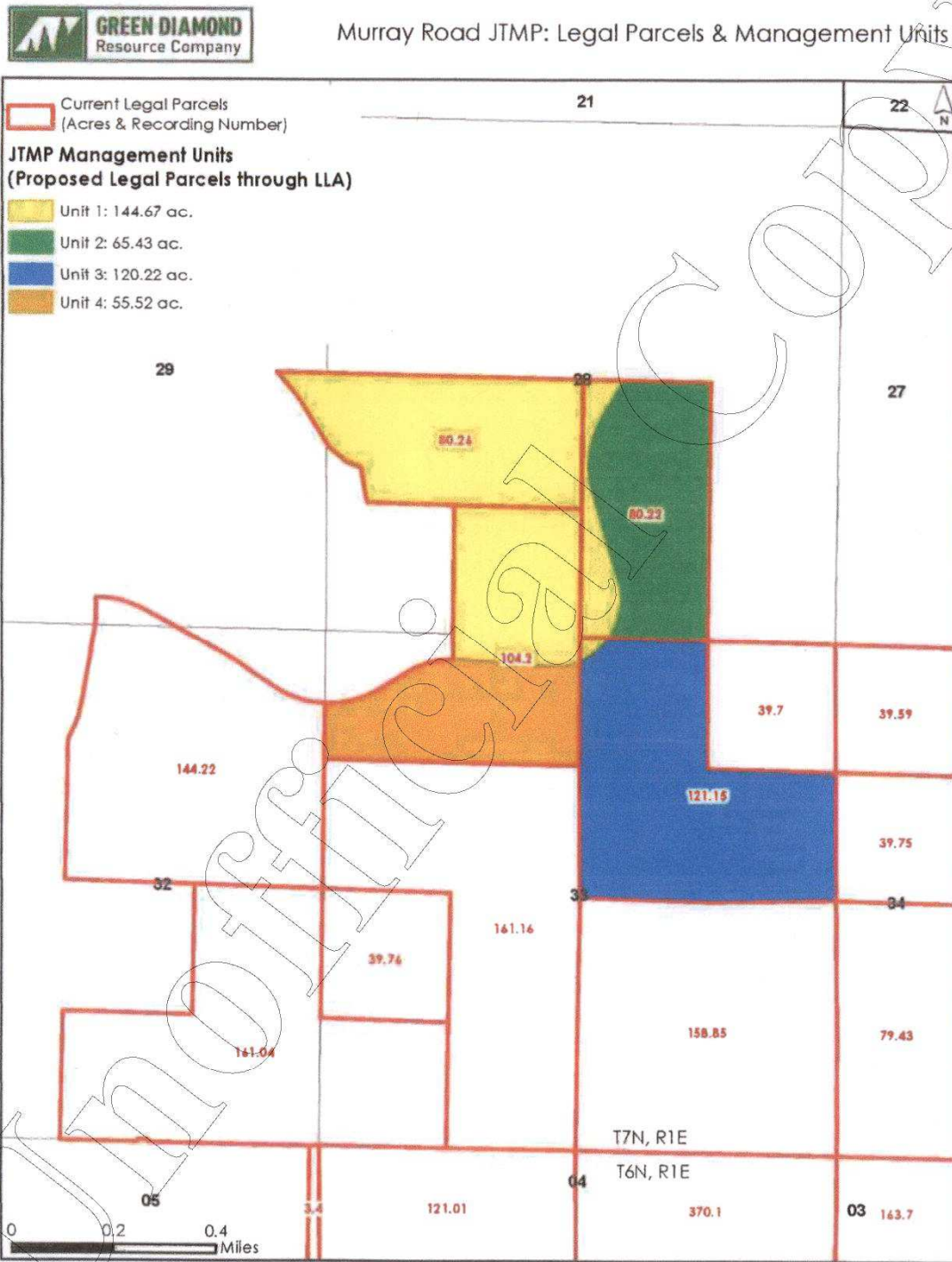
This JTMP assumes that the County Assessor, subsequent to approval of the LLA, will assign Assessor Parcel Numbers (APNs) based upon the County's traditional book and page numbering system, which may or may not coincide with legal parcels due to parcels overlapping Sections and/or Tax Rate Areas.

3. Management Objectives

The timber management objectives are to achieve a Maximum Sustained Production of high quality timber products while retaining aesthetic, recreational, watershed, wildlife and fisheries resources. The JTMP area is stocked with conifers and hardwoods and will be managed using a combination of intermediate, uneven-aged, or even-aged regeneration methods. The retention of aesthetic, recreational, watershed, wildlife and fisheries resources shall be accomplished in compliance with the California Forest Practice Rules and Act and other applicable state and federal regulations. The long-term goal for the JTMP is to balance growth and harvest over time to obtain a sustainable periodic return.

Murray Road JTMP

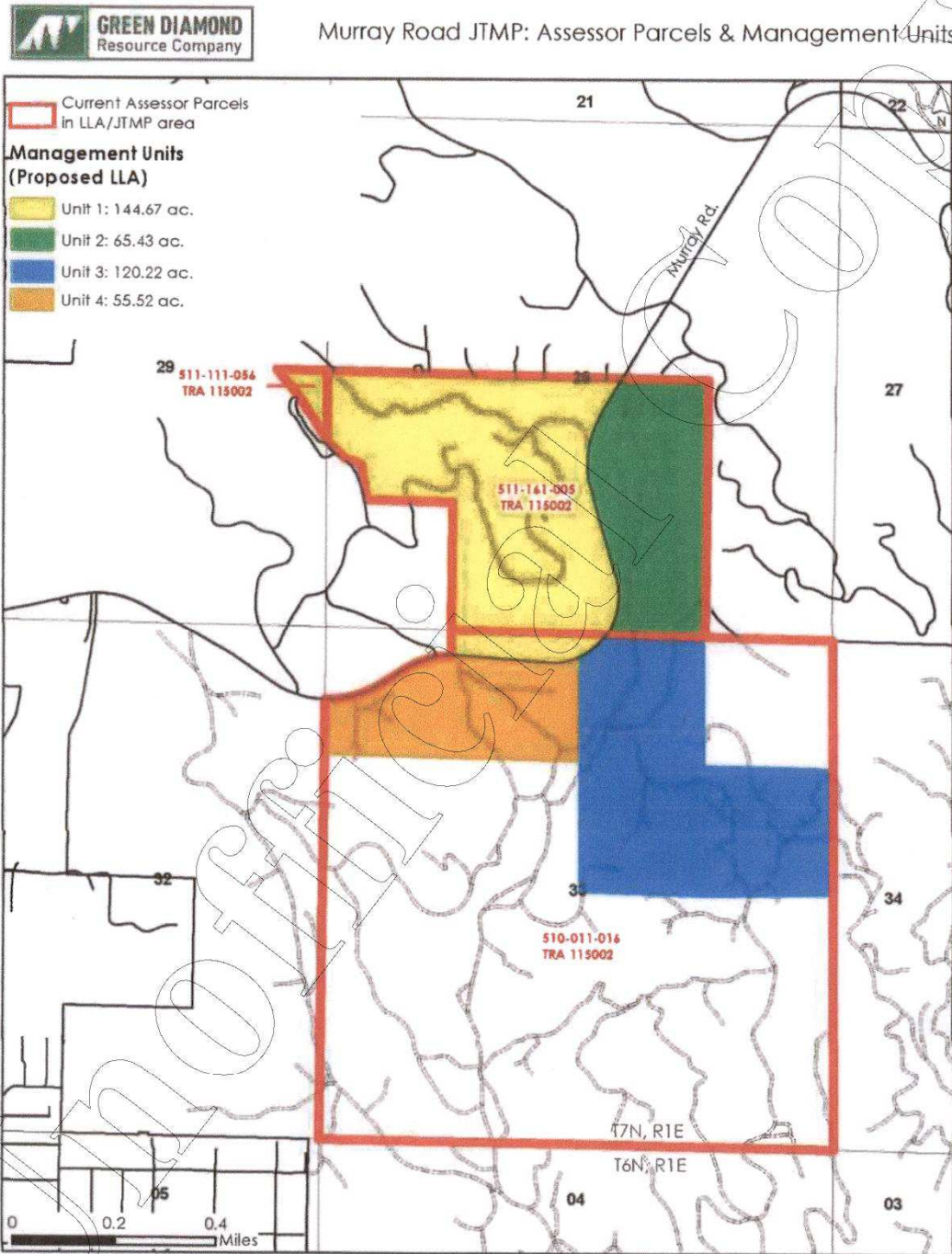
Figure 1. Existing Legal Parcels within JTMP



NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE - 3015 H STREET EUREKA, CA

Murray Road JTMP

Figure 2. Portion of lands subject to JTMP requirements.



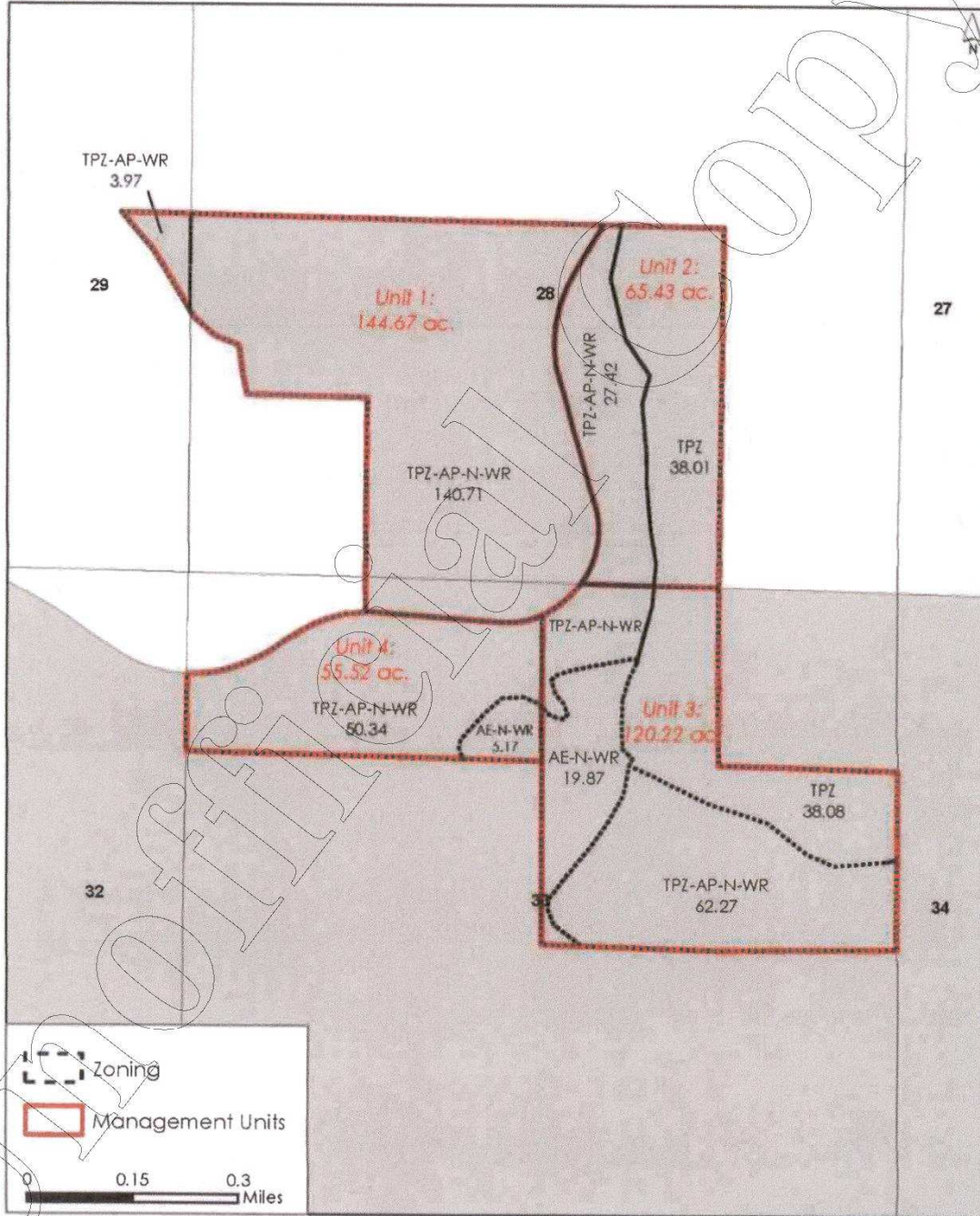
NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE - 3015 H STREET EUREKA, CA

Murray Road JTMP

Figure 3. Zoning in JTMP area.



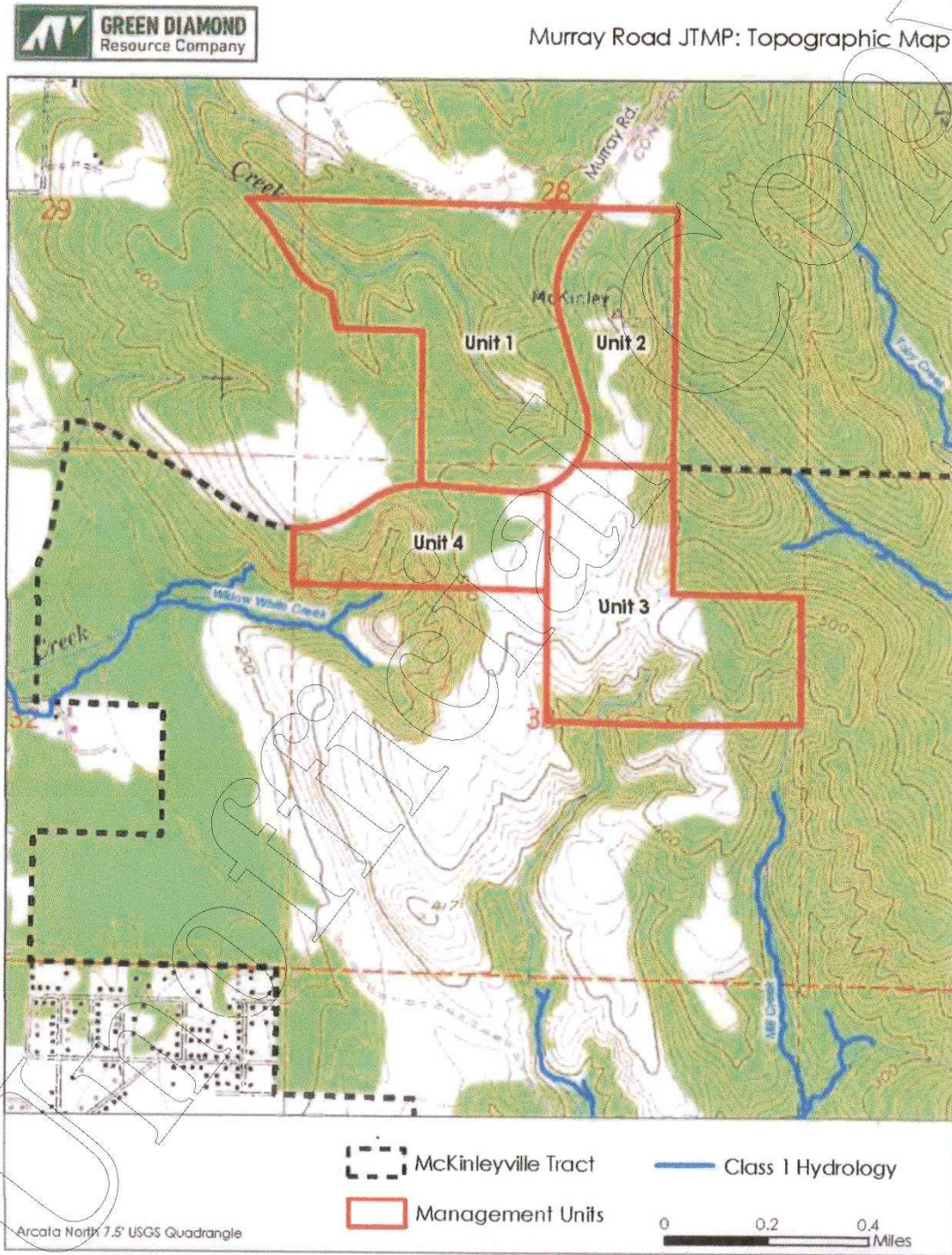
Murray Road JTMP: Zoning Map



NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT, OFFICE - 3015 H STREET EUREKA, CA

Murray Road JTMP

Figure 4. Topographic map of JTMP area.



NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE- 3015 H STREET EUREKA, CA

Murray Road JTMP

Figure 5. Aerial Photo of JTMP



NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE - 3015 H STREET EUREKA, CA

Murray Road JTMP

4. Legal Description

A detailed legal description developed by a licensed surveyor will be provided following preparation of the final map of the parcels.

5. Location and Access

The JTMP is located between the communities of McKinleyville (to the west) and Fieldbrook (to the east). Access to Management Unit 1, 2, and 4 is from Murray Road, a paved public road, maintained by the County of Humboldt (Figure 6). Access for Management Unit 3 is reliant on access over Management Unit 4 via the M-2000 to the M-2300 Road. The M-2000 & M-2300 Roads are both dirt roads which will require minor upgrades to be used. Any major road upgrades or new road construction should be permitted under a THP/NTMP or will be subject to the Grading Ordinance of Humboldt County. A separate permit must be obtained from the California Department of Fish and Wildlife under their 1600 program for any project that disturbs the bed or banks of a watercourse such as installing/upgrading stream crossings. Completion of the LLA will not change or limit access for ingress and egress or for timber harvesting within any of the JTMP Units.

6. Physical Description

The JTMP is located within the Mad River watershed and contains tributaries to Mad River. Table 6.1 provides a summary of physical characteristics associated with the proposed plan area by Management Unit.

Management Unit	Slopes	Predominant Aspect	Elevation
1	predominantly 0-50%	NW	309-560 feet
2	predominantly 0-50%	E	382-627 feet
3	predominantly 0-50% w/ some areas 51-75%	SE/NW	327-596 feet
4	eastern half 0-50% and western half 51-75%	SW	241-567 feet

Soils within the JTMP include the Arcata and Candymountain, Lepoil-Candymountain and Lepoil-Espa-Candymountain complexes (Figure 7). The above soil series are developed from sedimentary rocks. The estimated suitability of these soil series for timber production ranges from high to extremely high. Table 6.2 provides a summary of characteristics of soils present within the JTMP (NRCS Web Soil Survey).

Murray Road JTMP

Table 6.2

Soil Series Symbol	Soil Series Name	Depth Range (Inches)	Texture of Surface/Subsoil	General Drainage
226	Arcata and Candymountain	80+	Loam / sandy loam and fine sandy loam to loamy very fine sand	Well
257	Lepoil-Candymountain complex	80+	Loam to fine sand and fine sandy loam to very fine sand	Well
258	Lepoil-Espa-Candymountain complex	80+	Loam to clay loam and loam to fine sandy loam	Well

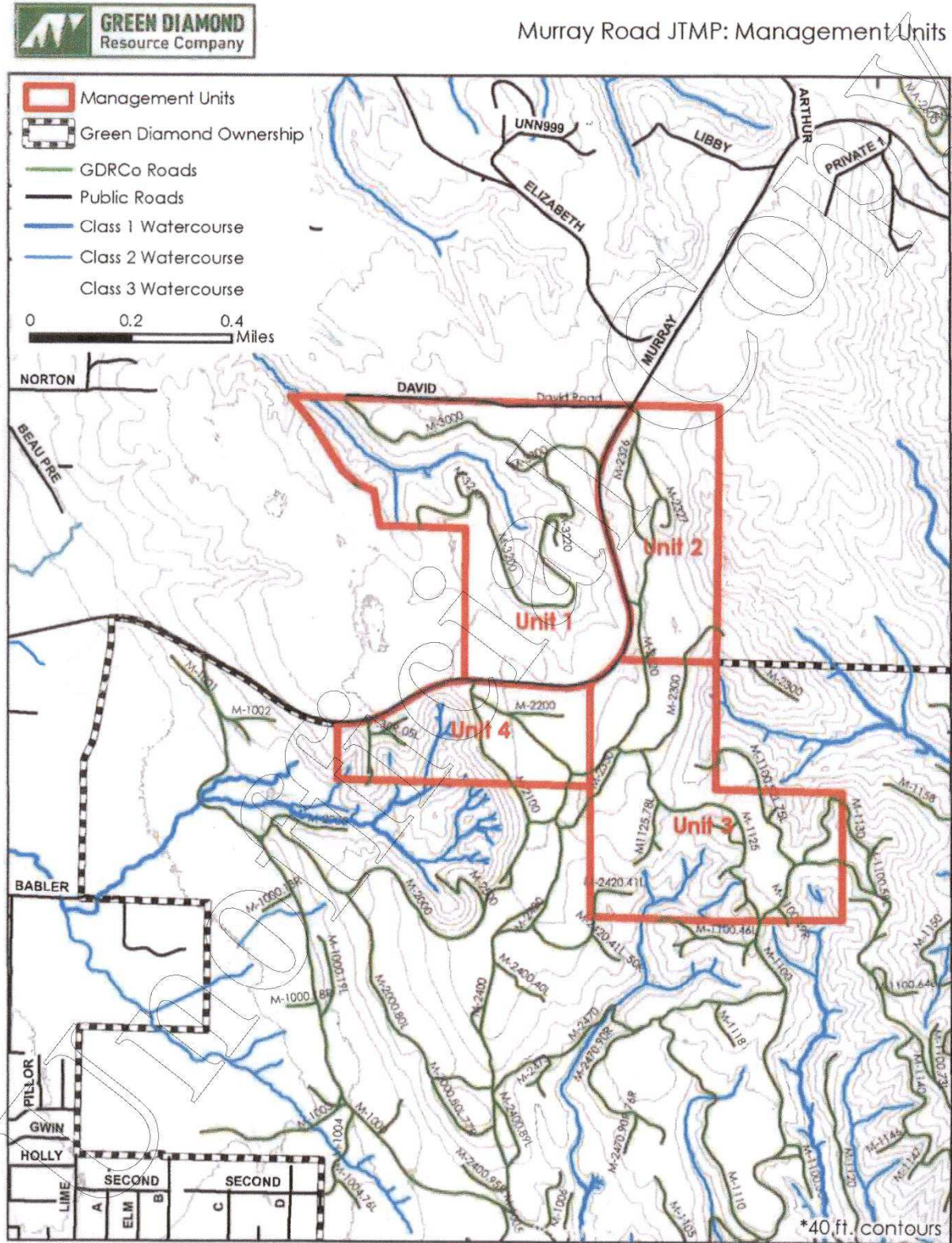
There are two geologic units within the JTMP area (Figure 8). The geology units are described as follows:

Qods – Older dune sands (Late Pleistocene): unconsolidated deposits of fine to coarse-grained sand; generally well vegetated (Kelley, 1984)

QTfa – Falor Formation (Pleistocene and Late Pliocene): Mainly shallow marine sandstone and conglomerate, but upper part may be continental; locally as much as 2460 ft thick and contains abundant molluscan fauna (Manning and Ogle, 1950); contains Huckleberry Ridge ash bed dated at about 2.0 Ma (Sarna-Wojcicki and others, 1991); age range of formation approximately 0.7-2 Ma (Kelsey and Trexler, 1989).

Unofficial

Figure 6. Roads and easements within JTMP area.

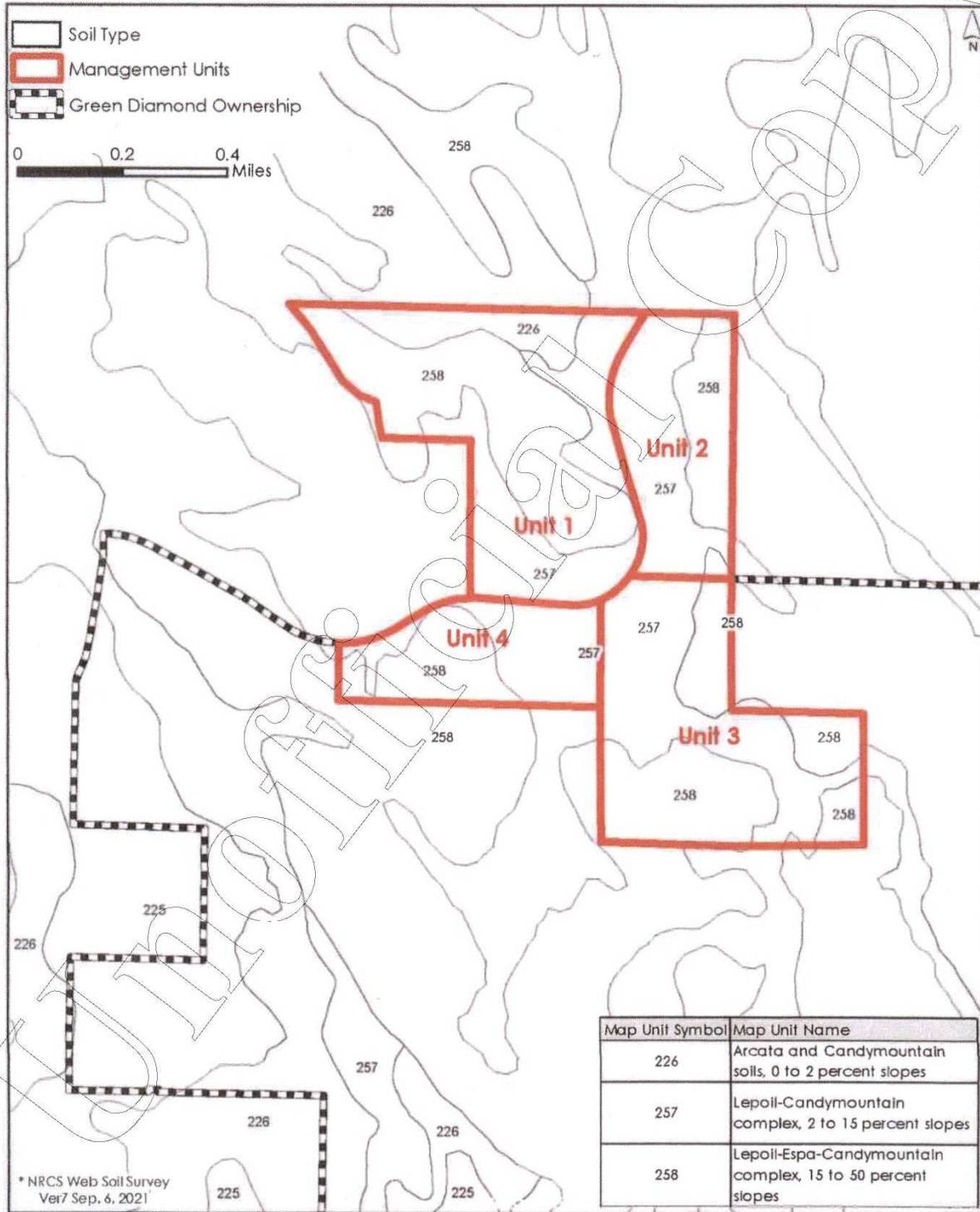


NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE- 3015 H STREET EUREKA, CA

Figure 7. Soil types in the JTMP area (NRCS Web Soil Survey).

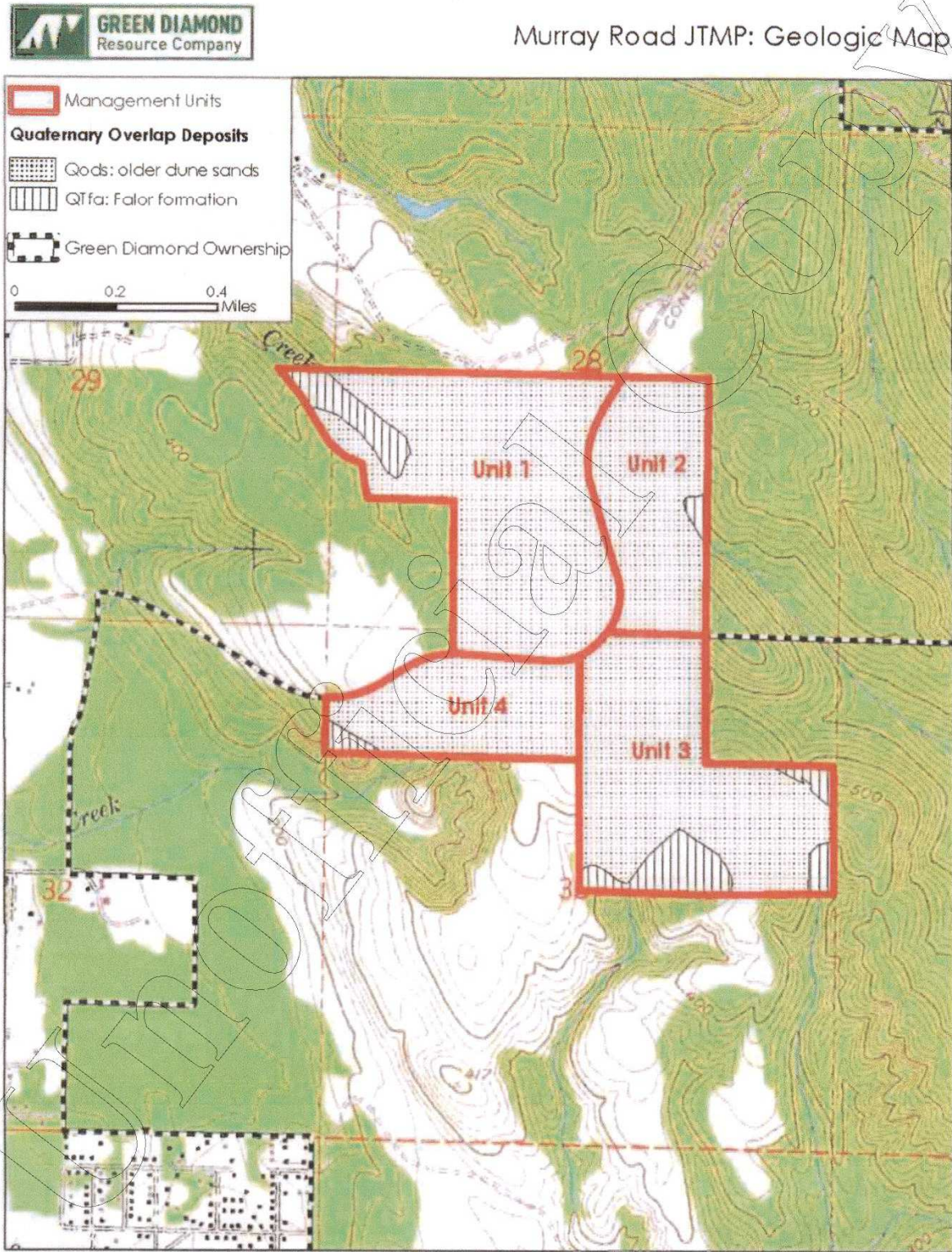


Murray Road JTMP: Soils Map



NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE- 3015 H STREET EUREKA, CA

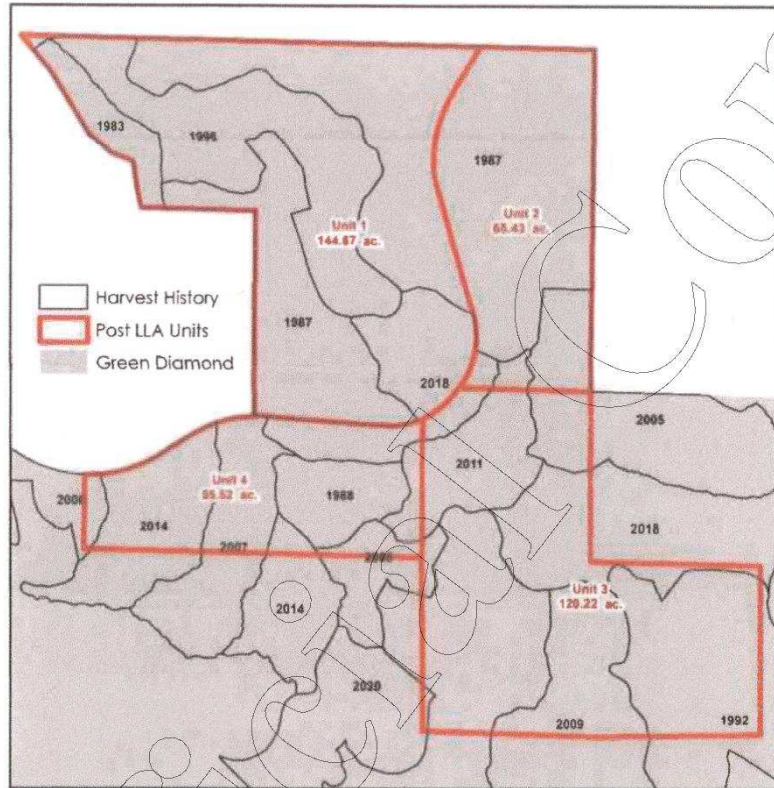
Figure 8. Geologic units in the JTMP area from Kelley (1984).



NOTE: THIS MAP CAN BE VIEWED AT THE HUMBOLDT COUNTY PLANNING DEPT. OFFICE- 3015 H STREET EUREKA, CA

7. Timber Harvest History

The majority of the area was originally harvested in the late 1920's and 30's using steam donkeys and through the 1940's using tractor logging methods. Some areas of second-growth timber were clearcut in the late 1980's-mid 90's. More recent harvesting dates provided below.



8. Inventory Cruise Methodology

GDRCo inventory cruising consists of establishing sample plots to measure individual tree parameters such as diameter and height. Plots are generally set on a square grid to ensure proper coverage across a stand. Cruise plot intensity varies depending primarily on stand size and averages approximately one plot per 3 acres. Tree measurements taken on the plot include species, diameter, total height, merchantability, log quality and form. The target number of trees measured per plot is 4 to 8 to ensure a representative sample. The statistical sampling objective is to estimate stand volume to a standard error of 10%.

9. Inventory Volume Calculations and Stand Description

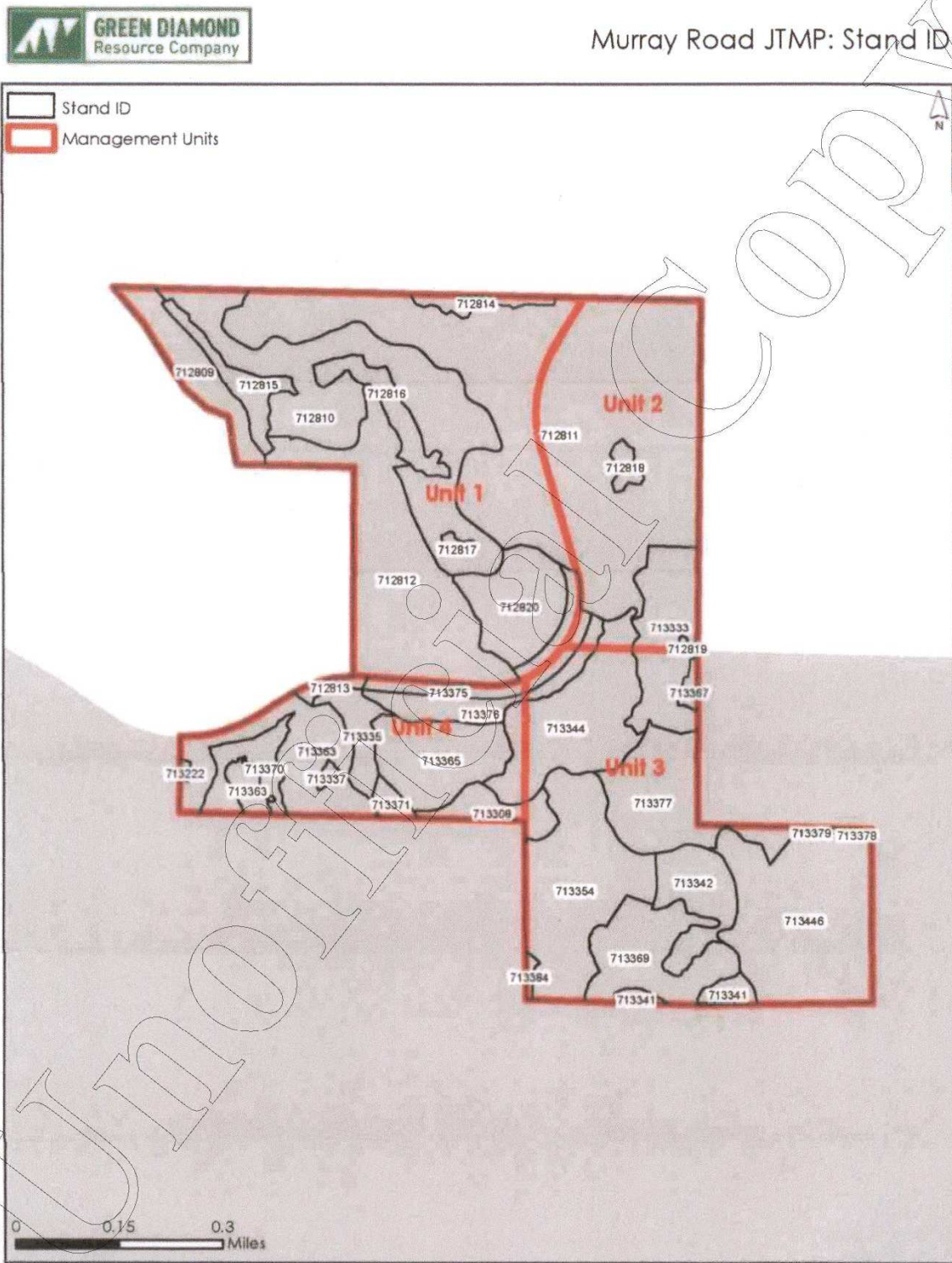
This report relies on data developed by GDRCo as to the current stand conditions for the JTMP area. GDRCo utilizes the Forest Projection and Planning System (FPS), version 7.4.4 from the Forest Biometrics Research Institute (FBRI). Forest Projection and Planning System (FPS) a forest stand-based relational database actively linked to a forest-wide GIS mapping system, developed by the Forest Biometrics Research Institute (FBRI). All parameters for tree volume, weight, biomass and carbon content are provided in a separate, stand-alone, proprietary digital database library.

The stand-based inventory provided for Management Units 1-4 were derived from variable radius plots installed in 2015 and then grown forward to January 1, 2021 utilizing FPS. All board foot volumes are reported as net Scribner short log scale. All conifer volumes are reported based on heights from a one-foot stump to a 6-inch diameter inside bark (dib.) Hardwood volumes are based on heights from a one-foot stump to an 8-inch dib top for Alder and 10-inch dib top for other hardwoods. Nominal log length in FPS is 18 feet for redwood and 20 feet for Douglas-fir and other whitewoods to reflect actual utilization standards. Minimum log length is 12 feet.

The JTMP area is 385.84 acres, comprised of 4 Management Units. Management Unit 1 is 144.67 acres and is entirely zoned TPZ. Management Unit 2 is 65.43 acres and is entirely zoned TPZ. Management Unit 3 is 120.22 acres, of which 100.35 acres are zoned TPZ and 19.87 acres are zoned AE. Management Unit 4 is 55.52 acres, of which 50.34 acres is zoned TPZ and 5.17 acres are zoned AE. Regardless of current zoning, Management Units 1-4 are comprised entirely of timberland as defined by the Z'berg Nejdley Forest Practice Act (PRC 4526) and the California Timberland Productivity Act of 1982 (GCS 51104). As such, the timber stand descriptions and volume summaries are provided for the entirety of Management Units 1-4 (Figure 9).

Unofficial

Figure 9. Stands in the JTMP area



Management Unit 1

Stand ID	Avg conifer diameter (inches) QMD	Avg hardwood diameter (Inches) QMD	Average conifer ba/acre (sq ft)	Average hardwood ba/acre (sq ft)	Conifer volume/acre (BF)	Hardwood volume/acre (BF)	Total Avg BA	Total Avg TPA	Total acres
712809	9.66	10.05	234.69	26.87	27,794.54	737.18	261.55	509.50	8.34
712810	8.64	5.45	136.79	39.61	9,474.05	737.27	176.40	580.15	35.08
712811	8.05	9.23	161.39	96.08	11,907.95	3,679.58	257.47	663.48	40.87
712812	12.95	9.30	175.63	66.25	19,656.01	4,041.95	241.89	332.26	33.52
712814	14.11	9.05	323.34	7.59	40,201.44	0.00	330.93	314.77	2.19
712815	20.03	11.97	234.26	30.51	55,853.43	2,766.31	264.78	146.09	4.77
712816	20.03	11.97	234.26	30.51	55,853.43	2,766.31	264.78	146.09	5.30
712817	20.03	11.97	234.26	30.51	55,853.43	2,766.31	264.78	146.09	0.55
712820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.72
713375	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.34

144.67

Management Unit 2

Stand ID	Avg conifer diameter (inches) QMD	Avg hardwood diameter (inches) QMD	Average conifer ba/acre (sq ft)	Average hardwood ba/acre (sq ft)	Conifer volume/acre (BF)	Hardwood volume/acre (BF)	Total Avg BA	Total Avg TPA	Total acres
712811	8.05	9.23	161.39	96.08	11,907.95	3,679.58	257.47	663.48	53.29
712818	14.11	9.05	323.34	7.59	40,201.44	0.00	330.93	314.77	1.29
712819	20.03	11.97	234.26	30.51	55,853.43	2,766.31	264.78	146.09	0.23
713333	4.40	0.00	22.30	0.00	0.00	0.00	22.30	210.94	7.78
713344	2.29	0.00	12.06	0.00	0.00	0.00	12.06	421.60	1.47
713375	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.72
713376	20.05	12.07	198.48	30.99	47,392.20	2,818.23	229.47	129.52	0.65

65.43

Management Unit 3

Stand ID	Avg conifer diameter (inches) QMD	Avg hardwood diameter (inches) QMD	Average conifer ba/acre (sq ft)	Average hardwood ba/acre (sq ft)	Conifer volume/acre (BF)	Hardwood volume/acre (BF)	Total Avg BA	Total Avg TPA	Total acres
712819	20.03	11.97	234.26	30.51	55,853.43	2,766.31	264.78	146.09	0.01
713308	3.95	5.54	17.19	4.69	0.00	0.00	21.88	230.47	1.61
713333	4.40	0.00	22.30	0.00	0.00	0.00	22.30	210.94	5.66
713341	4.05	0.00	41.17	0.00	0.00	0.00	41.17	460.52	2.39
713342	4.05	0.00	41.17	0.00	0.00	0.00	41.17	460.52	8.53
713344	2.29	0.00	12.06	0.00	0.00	0.00	12.06	421.60	14.99
713354	17.01	11.23	158.73	31.15	22,669.83	2,635.64	189.89	145.92	24.09
713367	16.28	13.13	168.19	23.15	36,289.39	1,673.01	191.34	140.95	0.90
713369	24.52	14.73	199.74	34.04	49,696.02	3,046.75	233.78	89.69	13.47
713375	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.08
713376	20.05	12.07	198.48	30.99	47,392.20	2,818.23	229.47	129.52	1.50
713377	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.23
713378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.35
713379	16.31	13.16	142.19	23.25	30,777.41	1,667.39	165.44	122.67	0.17
713384	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.47
713446	10.32	5.47	302.20	6.97	19,706.05	0.00	309.17	563.07	29.77

120.22

Management Unit 4

Stand ID	Avg conifer diameter (inches) QMD	Avg hardwood diameter (inches) QMD	Average conifer ba/acre (sq ft)	Average hardwood ba/acre (sq ft)	Conifer volume/acre (BF)	Hardwood volume/acre (BF)	Total Avg BA	Total Avg TPA	Total acres
712812	12.95	9.30	175.63	66.25	19,656.01	4,041.95	241.89	332.26	0.00
712813	20.03	11.97	234.26	30.51	55,853.43	2,766.31	264.78	146.09	1.20
713222	3.67	0.00	30.29	0.00	0.00	0.00	30.29	412.22	0.27
713308	3.95	5.54	17.19	4.69	0.00	0.00	21.88	230.47	2.93
713335	4.14	0.00	16.42	0.00	0.00	0.00	16.42	175.53	4.42
713337	4.20	0.00	16.80	0.00	0.00	0.00	16.80	174.94	0.46
713344	2.29	0.00	12.06	0.00	0.00	0.00	12.06	421.60	2.93
713363	19.63	8.51	159.99	52.94	29,329.56	5,466.65	212.93	210.13	16.78
713365	5.52	9.28	76.58	208.64	2,311.43	10,741.80	285.22	904.84	12.48
713370	1.79	0.00	9.44	0.00	0.00	0.00	9.44	539.77	5.33
713371	1.97	0.00	14.52	0.00	0.00	0.00	14.52	689.56	1.36
713375	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.86
713376	20.05	12.07	198.48	30.99	47,392.20	2,818.23	229.47	129.52	4.51

55.52

Species composition for Management Units 1, 2, 3 & 4 are as follows:

Management Unit 1

Stand ID	% Species Composition			
	DF	HWD	Other WW	RW
712809	2.662	10.272	87.066	0
712810	39.605	22.454	37.941	0
712811	10.486	37.317	39.771	12.426
712812	3.07	27.39	60.801	8.739
712814	3.245	2.293	94.462	0
712815	30.741	11.524	57.735	0
712816	30.741	11.524	57.735	0
712817	30.741	11.524	57.735	0
712820	0	0	0	0
713375	0	0	0	0

Management Unit 2

Stand ID	% Species Composition			
	DF	HWD	Other WW	RW
712811	10.486	37.317	39.771	12.426
712818	3.245	2.293	94.462	0
712819	30.741	11.524	57.735	0
713333	11.313	0	7.921	80.766
713344	26.521	0	5.637	67.843
713375	0	0	0	0
713376	30.074	13.505	56.421	0

Management Unit 3

Stand ID	% Species Composition			
	DF	HWD	Other WW	RW
712819	30.741	11.524	57.735	0
713308	27.005	21.443	4.532	47.02
713333	11.313	0	7.921	80.766
713341	0	0	22.884	77.116
713342	0	0	22.884	77.116
713344	26.521	0	5.637	67.843
713354	50.491	16.407	16.439	16.663
713367	8.616	12.099	57.212	22.074
713369	33.587	14.562	51.852	0
713375	0	0	0	0
713376	30.074	13.505	56.421	0
713377	0	0	0	0
713378	0	0	0	0
713379	8.432	14.052	55.89	21.626
713384	0	0	0	0
713446	18.877	2.255	3.993	74.876

Management Unit 4

Stand ID	% Species Composition			
	DF	HWD	Other WW	RW
712812	3.07	27.39	60.801	8.739
712813	30.741	11.524	57.735	0
713222	16.025	0	12.204	71.77
713308	27.005	21.443	4.532	47.02
713335	28.065	0	0	71.935
713337	28.274	0	0	71.726
713344	26.521	0	5.637	67.843
713363	39.271	24.862	30.236	5.631
713365	2.149	73.151	24.701	0
713370	0	0	0	100
713371	0	0	0	100
713375	0	0	0	0
713376	30.074	13.505	56.421	0

10. Growth and Yield

Growth is projected with the Forest Projection System (FPS 7.4.4, FBRI) using a proprietary Northern California Library. For all stand polygons for which there is inventory cruise data the volume is computed by the Forest Projection System (FPS 7.4.4, FBRI) and grown to the current year. Volumes provided are for conifers > 12" dbh to a 6 inch top.

Management Unit 1

Year	CoverID	Total MBF Volume	BF Vol/Acre	Acres
2022	712809	196.17	23521.36	8.34
	712810	190.70	5435.56	35.08
	712811	483.43	11829.10	40.87
	712812	739.30	22056.47	33.52
	712814	80.45	36801.65	2.19
	712815	284.41	59651.62	4.77
	712816	316.17	59651.62	5.30
	712817	32.71	59651.62	0.55
	712820	0.00	0.00	11.72
	713375	0.00	0.00	2.34
2032	712809	268.13	32150.11	8.34
	712810	550.85	15700.64	35.08
	712811	1109.21	27141.59	40.87
	712812	1594.68	47575.91	33.52
	712814	93.85	42932.59	2.19
	712815	318.84	66873.46	4.77
	712816	354.45	66873.46	5.30
	712817	36.67	66873.46	0.55
	712820	0	0	11.72
	713375	0	0	2.34
2042	712809	345.65	41445.16	8.34
	712810	887.19	25287.21	35.08
	712811	1831.78	44822.19	40.87
	712812	2261.24	67462.14	33.52
	712814	108.92	49825.38	2.19
	712815	376.61	78989.59	4.77
	712816	418.67	78989.59	5.30
	712817	43.31	78989.59	0.55
	712820	0	0	11.72
	713375	0	0	2.34
2052	712809	432.94	51911.58	8.34
	712810	1233.97	35171.34	35.08
	712811	2333.29	57093.79	40.87
	712812	2871.35	85664.34	33.52
	712814	125.03	57196.66	2.19
	712815	449.44	94265.36	4.77
	712816	499.64	94265.36	5.30
	712817	51.68	94265.36	0.55
	712820	0	0	11.72
	713375	0	0	2.34

Management Unit 2

Year	CoverID	Total MBF Volume	BF Vol/Acre	Acres
2022	712811	630.33	11829.1	53.29
	712818	47.46	36801.65	1.29
	712819	13.68	59651.62	0.23
	713333	0	0	7.78
	713344	0	0	1.47
	713375	0	0	0.72
	713376	33.44	51148.52	0.65
	2032	712811	1446.28	27141.59
712818		55.37	42932.59	1.29
712819		15.33	66873.46	0.23
713333		0	0	7.78
713344		0	0	1.47
713375		0	0	0.72
713376		38.73	59232.89	0.65
2042		712811	2388.41	44822.19
	712818	64.26	49825.38	1.29
	712819	18.11	78989.59	0.23
	713333	0.59	75.39	7.78
	713344	20.49	13895.16	1.47
	713376	46.58	71245.23	0.65
2052	712811	3042.32	57093.79	53.29
	712818	73.76	57196.66	1.29
	712819	21.61	94265.36	0.23
	713333	48.44	6226.3	7.78
	713344	58.44	39620.5	1.47
	713375	0	0	0.72
	713376	54.46	83303.95	0.65

Management Unit 3

Year	CoverID	Total MBF Volume	BF Vol/Acre	Acres
2022	712819	0.44	59651.62	0.01
	713308	0	0	1.61
	713333	0	0	5.66
	713341	0	0	2.39
	713342	0	0	8.53
	713344	0	0	14.99
	713354	609.13	25283.6	24.09
	713367	34.68	38513.46	0.90
	713369	713.62	52959.91	13.47
	713375	0	0	1.08
	713376	76.77	51148.52	1.50
	713377	0	0	15.23
	713378	0	0	0.35
	713379	5.63	32836.52	0.17
	713384	0	0	0.47
713446	530.6	17823.99	29.77	
2032	712819	0.5	66873.46	0.01
	713308	0	0	1.61
	713333	0	0	5.66
	713341	0	0	2.39
	713342	0	0	8.53
	713344	0	0	14.99
	713354	953.29	39569.09	24.09
	713367	39.2	43531.16	0.90
	713369	800.84	59433.15	13.47
	713375	0	0	1.08
	713376	88.9	59232.89	1.50
	713377	0	0	15.23
	713378	0	0	0.35
	713379	6.41	37382.42	0.17
	713384	0	0	0.47
713446	933.86	31370.46	29.77	
2042	712819	0.59	78989.59	0.01
	713308	22.96	14270.63	1.61
	713333	0.43	75.39	5.66
	713341	53.38	22312.32	2.39
	713342	190.27	22312.32	8.53
	713344	208.24	13895.16	14.99
	713354	1226.11	50893.34	24.09
	713367	44.18	49062.39	0.90
	713369	891.55	66165.31	13.47
	713375	0	0	1.08
	713376	106.93	71245.23	1.50
	713377	0	0	15.23
	713378	0	0	0.35
	713379	7.19	41958.14	0.17
	713384	0	0	0.47
713446	1236.09	41523.08	29.77	
2052	712819	0.7	94265.36	0.01
	713308	50.83	31594.38	1.61
	713333	35.26	6226.3	5.66
	713341	91.25	38139.51	2.39
	713342	325.24	38139.51	8.53
	713344	593.78	39620.5	14.99
	713354	1456.92	60473.67	24.09
	713367	50.87	56491.22	0.90
	713369	975.88	72423.56	13.47
	713375	0	0	1.08
	713376	125.09	83303.95	1.50
	713377	0	0	15.23
	713378	0	0	0.35
	713379	8.36	48766.33	0.17
	713384	0	0	0.47
713446	1558.91	52367.2	29.77	

Management Unit 4

Year	CoverID	Total MBF Volume	BF Vol/Acre	Acres	
2022	712812	0.01	22056.47	0.00	
	712813	71.31	59651.62	1.20	
	713222	0	0	0.27	
	713308	0	0	2.93	
	713335	0	0	4.42	
	713337	0	0	0.46	
	713344	0	0	2.93	
	713363	590.27	35175.4	16.78	
	713365	126.53	10137.29	12.48	
	713370	0	0	5.33	
	713371	0	0	1.36	
	713375	0	0	2.86	
	713376	230.85	51148.52	4.51	
	2032	712812	0.01	47575.91	0.00
		712813	79.94	66873.46	1.20
713222		0.36	1352.89	0.27	
713308		0	0	2.93	
713335		0	0	4.42	
713337		0	0	0.46	
713344		0	0	2.93	
713363		864.28	51504.35	16.78	
713365		317.8	25460.87	12.48	
713370		0	0	5.33	
713371		0	0	1.36	
713375		0	0	2.86	
713376		267.33	59232.89	4.51	
2042		712812	0.02	67462.14	0.00
		712813	94.43	78989.59	1.20
	713222	2.99	11227.15	0.27	
	713308	41.81	14270.63	2.93	
	713335	73.17	16565.35	4.42	
	713337	8.06	17681.72	0.46	
	713344	40.64	13895.16	2.93	
	713363	1111.33	66226.89	16.78	
	713365	443.56	35536.07	12.48	
	713370	0	0	5.33	
	713371	0	0	1.36	
	713375	0	0	2.86	
	713376	321.55	71245.23	4.51	
	2052	712812	0.02	85664.34	0.00
		712813	112.69	94265.36	1.20
713222		5.96	22407.83	0.27	
713308		92.57	31594.38	2.93	
713335		137.22	31067.13	4.42	
713337		13.3	29173.69	0.46	
713344		115.89	39620.5	2.93	
713363		1358.92	80981.07	16.78	
713365		572.68	45880.09	12.48	
713370		0	0	5.33	
713371		0	0	1.36	
713375		0	0	2.86	
713376		375.97	83303.95	4.51	

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11. Harvest Methods

Management Unit 1, 2, 3 and 4 may be harvested using a combination of ground-based tractor and cable logging systems. The area was previously tractor logged and the existing network of skid trails may be re-used to the extent allowable under the current Forest Practice Rules.

12. Silvicultural Recommendations

A system of silviculture will need to be developed which meets the landowner's management objectives, is compatible with adjacent land uses and is legal under the Forest Practice Rules. There are two basic types of silvicultural systems; even-aged and uneven-aged. Even-aged systems rely on a growing a single cohort of trees up to a final "regeneration" harvest at some point (usually 50-80 years of age) when most trees are removed and a new cohort of trees is planted. Uneven-aged systems rely on repeated entries where a portion of the trees are removed and new cohorts of trees are recruited at each entry such that the stands have trees of many different age classes.

13. Conservation and Protection Measures**Erosion Control**

The JTMP area is within the Mill Creek, Mother Creek, and two unnamed planning watersheds. Named tributaries that the JTMP area drains into include Strawberry Creek, Norton Creek, Widow White Creek, Mill Creek, and Toby Creek. All of these creeks with the exception of Strawberry Creek are tributaries to the Mad River. The North Coast Regional Water Quality Control Board (NCRWQCB) and the U.S. Environmental Protection Agency (EPA) have listed the Mad River Hydrologic Unit (HU) as impaired under section 303(d) of the Federal Clean Water Act due to sedimentation/siltation, water temperature and turbidity. The Mad River HU is also listed for aluminum but the listing only applies to the mainstem Mad River water body which is downstream of the JTMP area. Norton Creek of the Mad River HU is also listed as impaired under section 303(d) due to indicator bacteria; however, the listing applies only to the mainstem of Widow White Creek which is also downstream of the JTMP area. The U.S. EPA developed and established the Mad River Total Maximum Daily Loads (TMDL) for sedimentation/siltation and turbidity in 2007. The development of the Mad River TMDLs for temperature and aluminum are scheduled for 2031. The development of the Norton Creek TMDL for indicator bacteria is also scheduled for 2031. In order to harvest timber in a TMDL listed watershed a "waste discharge requirement" (WDR) or a "waiver" of WDR must be submitted to the NCRWQCB prior to timber harvest. This is essentially a permit identifying sediment sources, proposed treatments and a timeline for implementing the treatments.

The state Forest Practice Rules and the RWQCB regulations are largely intended to protect water quality. Resource protection is an integral part of any long-term management scenario because of the potential impacts that timber harvest and heavy equipment operation can have on site productivity and the downstream beneficial uses of water. The main beneficial uses of water in the area include: domestic and agricultural water supplies, fish migration, spawning and rearing, and other wildlife habitat. The crux of resource conservation is to keep soil in the forest for long-term site productivity and prevent it from being transported downhill into the aquatic system. Since the primary continuing source of sediment transport is known to be roads and skid trails, they need to be properly maintained if in use or abandoned if no longer in use. Proper road design and maintenance are keys to watershed protection. Through careful planning and management, it is possible to minimize environmental risks.

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It does not appear that many new roads will need to be constructed due to the density of existing roads and skid trails. Most skid trails that will need to be used for management access in the upslope areas already exist from previous harvesting.

CAL FIRE has strict authority to enforce the Forest Practice Rules in relation to management activities involving the removal of forest products including road use and reconstruction. The California Department of Fish & Wildlife has regulations and permitting requirements pertaining to any work on watercourse crossings – even if not part of a timber harvesting plan. The North Coast Regional Water Quality Control Board will regulate waste discharge (i.e. sediment) into the aquatic system.

The landowners should continue to improve upon and maintain existing erosion control features on all roads, trails, and landings, including waterbars, culverted crossings, cross drains, and inside ditches. Monitoring and maintenance during the winter period is essential. All erosion control structures should be checked each year before the beginning of the rainy season and periodically throughout the winter, in particular before and after storm events.

General erosion control guidelines for the continued maintenance and improvement of the road system are as follows:

- Outslope roads wherever feasible in order to reduce longterm maintenance and improve the quality of runoff water.
- Grade and install rocked, rolling dips on low gradient sections of main haul roads.
- Place rocked, rolling dips downhill from all existing and newly installed culverts whenever feasible.
- Do not operate heavy equipment off of roads and trails or near springs or watercourses.
- Abandon skid trails and prohibit vehicular use after forestry operations are complete.

Fish & Wildlife

The species which have received the most attention recently due to their declining populations are the northern spotted owl, marbled murrelet, and anadromous fish in general. There are certainly other terrestrial and aquatic species as well which have suffered more quietly from a reduction in habitat. Some of the elements to consider when assessing the habitat value for these species include: the presence of snags, dens, and nest trees; levels of large woody debris in the forest and in creek zones; the amount of sediment input to streams; the size and depth of pools and riffles for fish spawning and rearing; and water temperature in fish bearing streams and tributaries.

Even though most of the species that utilize the land either now or in the future will never be seen or measured, that does not mean they are not there. It is not practical to carry out species specific surveys in most cases, but by implementing management which retains important habitat features and protects sensitive areas such as stream zones, it may be assumed that the needs of most wildlife species will be met.

To achieve these goals the following management practices should be used:

- Retain all snags unless marked as a hazard by the RPF or his supervised designee.
- Mark Legacy or Wildlife trees for snag recruitment and to eventually become downed woody debris; on average 2-4 dominant trees per acre.

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- Existing downed logs and cull logs produced during timber operations should be left in the woods for coarse woody debris recruitment wherever possible, except when utilized for firewood or building. Some fuel modification will be necessary to reduce fire hazard.
- All logs in stream zones should be retained. Management will provide for a continuous supply of coniferous coarse woody material to improve, maintain and restore vital stream functions, including salmonid habitat structure and bank stability.
- Retain all nest trees.
- Near-stream vegetation in tributaries should be maintained at a high level as determined by the RPF.
- No operation of heavy equipment within any stream zones except at prepared truck or tractor road crossings, in order to further safeguard against sediment and mass wasting effects on aquatic habitat.
- Log and rock hauling and skidding operations should cease before turbid water may flow across the road surface or in a roadside ditch which has the ability to enter a watercourse.
- Rock watercourse crossings whenever possible.

Northwest coastal redwood forests can support a high abundance of wildlife species. Fish include coho salmon, Chinook salmon, coastal cutthroat trout and steelhead trout. Bird species typical of this habitat include northern spotted owl, marbled murrelet, great blue heron, great egret, osprey, Cooper's hawk, sharp shinned hawk, yellow breasted chat, black capped chickadee, vaux's swift and yellow warbler. Amphibians and reptiles that show a strong association to the coastal redwood habitat include southern torrent salamander, Del Norte salamander, tailed frog, northern red legged frog and western pond turtles. Mammals include fisher, Townsend's western big eared bat, Sonoma tree vole and white footed vole (Mayer & Laudenslayer et. al. 1988).

When it comes to determining which wildlife species actually use the property, there is no substitute for landowner observation. Keeping records of any animal sightings along with when and where seen can prove to be invaluable in the future. Even if their identity is uncertain, a description can help with later analysis. A tremendous amount of information on wildlife in the JTMP area is available from THPs submitted by the GDRCo in the local area.

For more general wildlife information, there are a number of resources available to find out whether any species listed as Threatened or Endangered or as a Species of Special Concern might be found in the plan vicinity. Updated plant, animal, and communities lists can be obtained from the California Department of Fish and Wildlife (CDF&W) website. The CDF&W also maintains the Natural Diversity Database (NDDDB) to record location-specific sightings of listed species.

Further analysis of the potential impacts to significant wildlife species will be required when an NTMP/THP is developed. This will include surveying for northern spotted owls and possibly other species as well.

Fire Protection

Decades of fire suppression and logging have created a situation where the forests of the region are not able to withstand the effects of wildfires. Fire is an integral part of this forest ecosystem, but heavy concentrations of suppressed trees that would have been cleared by repeated light ground fires have now become dangerous accumulations of ladder fuels capable of carrying a ground fire into the crowns

Murray Road JTMP

of healthy trees. Forest conditions are at a point where high fuel loads and ladder fuels make it impossible to allow natural fire to be returned to most of this forest for the foreseeable future.

Therefore, it is important to institute a thorough and workable program for reducing the threat of catastrophic wildfire. Since the long term reduction of the wildfire threat will require the prudent reintroduction of prescribed fire, a fuels management regime should initially focus on breaking up the fire ladder and properly treating excessive fuels buildup associated with any commercial harvests or stand improvement projects. This work should focus on the currently used roads first where traffic makes the likelihood of ignition high and the fire hazard is most severe.

Logging operations have the potential to increase the risk of fire due to slash accumulations and presence of heavy equipment. The JTMP area is near residential areas, therefore treatment of slash within 200 feet of residences and 100 feet of public roads is required by the Forest Practice Rules. All slash from harvesting and pruning should be lopped within 24" of the ground, and locally heavy accumulations of slash in logging areas should be piled and burned during wet fall or winter weather. Burning of piles will require a permit from Cal Fire and the Regional Air Quality Management District as well as notification of nearby fire stations.

The main access road to the JTMP area is Murray Road. Murray Road is County Maintained Road compatible with access by firefighting equipment.

General fire safety recommendations are:

- Do not operate machinery or chainsaws when conditions such as wind, humidity and air temperature combine to make for "extreme" hazard.
- Ensure that in any type of logging operation during the fire season all workers conform to regulations pertaining to smoking, fire tool requirements, lunch and warming fires, posting of fire rules, care in welding, prohibiting uncovered glass containers, caution in using chainsaws and other spark emitting equipment, and daily inspections prior to shutting down operations.
- Keep a water truck or other water source on site when burning large piles of slash.
- Maintain a cache of fire tools such as shovels, axes, McLeods, portable backpack water tank, etc. on site and accessible.
- Keep a list of emergency phone numbers that identifies local fire response agencies, both public and volunteer.
- Create defensible fuel breaks around structures by clearing all brush and small trees for a minimum of 30'.
- Develop extra water storage facilities from springs or other sources.
- Fit all storage containers with appropriate size valves for firefighting.

Once management activities begin, the following should be provided to the Trinidad CAL FIRE Fire Station each year before April 1st:

- A copy of the property map with access routes delineated.
- The name, address, and emergency 24-hour phone number(s) of an individual and an alternate who has authority to respond to CAL FIRE requests for resources to suppress fires.
- The number of individuals available for firefighting duty and their skills.
- A list of available firefighting equipment.
- Keys or combinations to any locked gates along emergency access routes.

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Insects & Diseases

Every forest ecosystem has biological agents (animals, insects, and diseases) and physical forces (fire, wind, snow, and ice) which are destructive to living vegetation but which are integral to the functioning of that ecosystem. These agents become a "problem" only when they adversely affect vegetation, which is of particular value to the landowner or society. While an endemic level of insects and disease in a forest is natural, if these levels become epidemic, loss of timber value and increased fire hazard may result. In a forest being managed to meet landowner's goals, human intervention is often called for to improve productivity or protect the investment.

The subject property presently does not exhibit any serious pest problems, but there are a few local and regional concerns that should be noted. Conk rot (*Phellinus pini*) is a commonly found pathogen in many large residual Douglas-fir. It has been found on some fir on the property, and care should be taken when operating equipment around Douglas-fir trees as they can be sensitive to compaction, which may decrease tree vigor making them more susceptible to pests. Conk rot, or Red Ring Rot, can infect the heartwood of most conifers but is primarily found in Douglas-fir. It favors cooler, moister environments and is spread by airborne spores produced by sporophores (conks) on infected trees, which enter healthy trees through dead branch stubs or open wounds. It can seriously degrade the quality and/or merchantability of a tree over its lifetime, especially if the tree is infected when young. The only practical cure for this problem is to remove infected trees from the stand to reduce spore production.

If insects or disease do become a significant problem, specific measures will be taken. Infestation zones may be cut to remove epidemic levels of pathogens. Chemical insecticides and herbicides, or broadly accepted biological controls may be used in conformance with the desires of the landowner and RPF and depending on the intensity and threat of any outbreak.

The best preventative treatment for the aforementioned insect and disease problems is to maintain a healthy, vigorous stand through timely thinning and harvesting. A healthy tree is less likely to be infested with insects or disease, or to succumb to these destructive agents if infested, than an unhealthy tree. It is expected that through the management actions prescribed in this plan, a healthier, more vigorous forest will develop, and hence be more resistant to pest outbreaks. The RPF or landowner may wish to contact the County Agricultural Commissioner or UC Extension Advisor for additional information on pests and disease outbreaks.

It is also beneficial to encourage species of birds which prey on insects that are destructive to conifers, especially bark beetles. For example, many of the birds desired for insect control require cavities in snags for nesting. This habitat need will be supplied by designating Legacy Trees for continued snag recruitment throughout the plan area and especially near riparian areas.

Sudden Oak Death

S.O.D. (*Phytophthora ramorum*), as it is commonly known, is known to occur in Humboldt County, and this epidemic is serious enough to warrant a special section of this plan. An extensive amount of information is available and updated regularly on the CALFIRE website and University of California sponsored website suddenoakdeath.org, which is the source of the bulk of the information presented here.

There is currently a dramatic and sudden dieback of tanoaks, coast live oak, and black oak trees in several areas of coastal California with tanoak being the most affected. Since 1995, trees from these

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species have been reported dying in large numbers in several coastal Counties. The extent of the problem is not fully known, and the problem is expected to become more extensive in upcoming years, affecting urban and wildland tanoak, coast live, black oak, as well as numerous shrub species. Such a massive dieback of tanoaks and other oaks has never been reported in California and, if it continues, there are going to be several environmental changes: (a) the loss of these highly valued trees from gardens and forests, (b) alterations to forest ecology, with unknown and possibly dramatic implications for wildlife habitat and food chain provision, and (c) serious fire hazard risk from the resulting buildup of dry fuel.

Tanoak is a very resilient tree, and yet trees of all ages are developing symptoms quickly, and dying rapidly. From a distance, the first prominent symptoms in tanoak are drooped (wilted) shoots. Shoot wilting is spontaneous and occurs throughout the crown. Older leaves become pale green. Approximately two to three weeks later the foliage turns brown but remains clinging to branches, visibly announcing the death of tanoak. Chisel cuts into the inner bark and sapwood at breast height of affected trees, reveal saturated tissue that drops burgundy-red sap. In the summer, the bark splits and breaks as a result of drying. Gum often exudes from these splits, which may develop prominent clusters of black fruiting bodies. Long striations of a different tan to pinkish discoloration become visible on the bark surface. Roots of tanoaks exhibiting above ground symptoms often have a pungent alcoholic odor, but appear sound. The following year after the tree dies, suckers sprout near the base. Soon their tips bend, become chlorotic and die. A very noticeable feature of the dead tanoaks is massive infestation of the whole stem with ambrosia beetles in mid-summer.

Pathologists have isolated an important causal agent - a new species of *Phytophthora* - and beetles, other fungi, and weather may be additional factors. *P. ramorum* is a fungus that appears to enter through the bark on tree trunks and limbs, possibly after they are splashed there by raindrops. Once the trees have gone through the progressive stages of the symptoms, their vigor rapidly declines and they become vulnerable to secondary insect pests such as bark and ambrosia beetles.

No evidence of SOD has been found on the property and there are few, if any, tanoaks within the JTMP area. The closest confirmed location of SOD to the McKinleyville Tract is the Redwood Creek Valley, northeast of the property. Regardless, bole-host species (tanoak, black oak and laurel) cannot be transported into non infected counties (Del Norte and Trinity); and, Douglas-fir and redwood logs must have all branches with needles removed.

14. Management Plan Updates

It is highly advised that the Joint Timber Management Guide be updated on a periodic basis, to revise growth predictions and adjust to landowner goals. Updates could include recommendations to improve stand conditions such as pre-commercial thinning and brush control. The landowners are advised to retain professional guidance concerning forest management decisions to take advantage of the best information on current regulations and markets. Meeting the objectives of the landowners is a necessary function of these updates and their participation is encouraged.

15. Management Cost

Costs that will be incurred for management activities could include but are not necessarily limited to the following: harvest plan development & application fees, road maintenance, road construction,

Murray Road JTMP

surveying, tree planting, timber stand improvement, logging costs, and wildlife surveys. These costs could range from \$20,000 to \$35,000 initially and will be ongoing after that. Landowners should be prepared for these costs that are necessary to maintain a productive, healthy forest ecosystem, which is capable of producing some economic return for the landowner.

16. Legal Requirements

The landowners should be aware timber harvest activities are subject to permitting requirements from numerous state and federal agencies. The primary permit needed is a Timber Harvesting Plan (THP), Non-Industrial Timber Management Plan (NTMP) or other plan/exemptions described in the regulations of the Forest Practice Act and the current Forest Practice Rules administered by the California Department of Forestry and Fire Protection (CALFIRE). Any projects affecting the bed or banks of a watercourse will require a Stream and Lakebed Alteration Agreement from the Department of Fish and Wildlife. All projects which include the potential for discharge of sediment into watercourses require a Waste Discharge Permit from the Regional Water Quality Control Board. Both the stream crossing permit and waste discharge requirement permits can be issued in conjunction with the THP or NTMP. Any project with the potential to harm federally listed endangered or threatened species (Northern Spotted Owls and Marbled Murrelets) will require a consultation with the US Fish and Wildlife Service and the State Department of Fish and Wildlife.

17. References

- Mayer, Kenneth E. and William F. Laudenslayer Jr. et. al., 1988. A Guide to Wildlife Habitats of California.
- Kelley, F.R., 1984, Geology and geomorphic features related to landsliding, Arcata North 7.5' Quadrangle, Humboldt County California, California Division of Mines and Geology Open-File Report 84-38, 1 sheet, scale 1:24,000
- Kelsey, H.M., and Trexler, J.H., Jr., 1989, Pleistocene deformation of a portion of the southern Cascadia forearc: Prairie Creek Formation, northern California: *Journal of Geophysical Research*, v. 94, no. B10, p. 14,027-14,039.
- Manning, G.A. and B.A. Ogle. 1950. Geology of the Blue Lake Quadrangle, California. California Division of Mines and Geology Bulletin, 148, 35 p.
- Sarna-Wojcicki, A. M., Lajoie, K. R., Meyer, C. E., Adam, D. P., and Rieck, H. J., 1991, Tephrochronologic correlation of upper Neogene sediments along the Pacific margin, conterminous United States, in Morrison, R. B., ed., *Quaternary nonglacial geology; Conterminous U.S.: Geological Society of America, The geology of North America*, v. K2, Chapp. 6, p. 117-140.

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Timber Management Plan

1. Current Property Owner

Green Diamond Resource Company
 California Timberlands Division
 P.O. Box 68
 Korbel, CA 95550
 (707) 668-4400

2. Timber Management Plan Contents

The Timber Management Plan is the portion of the JTMP that identifies legal access, rights-of-way and minimum stocking standards as prescribed by the Forest Practice Rules.

3. Project Description

California Government Code Section 51119.5 specifies that parcels zoned as Timber Production Zone (TPZ) may not be divided into parcels containing less than 160 acres unless the original owner prepares a Joint Timber Management Plan (JTMP) prepared or approved as to content by a Registered Professional Forester (RPF) for the parcels to be created. Per California Government Code Section 511014(i) "Parcel" means that portion of an Assessor's parcel that is timberland, as defined.

The Murray Road JTMP is being prepared by Green Diamond Resource Company (GDRCo) in conjunction with the submittal of a Lot Line Adjustment (LLA) involving three Assessor parcels, APN 511-111-056, 511-161-005, 510-011-016. The Assessor Parcels are not coincident with the underlying legal parcels (see Figure 1 and Figure 2). A Determination of Status was submitted December 2018 for all legal parcels associated with the LLA, the results of which will be substantiated in Certificates of Subdivision Compliance as follows:

Certificate of Subdivision Compliance	Assessor Parcel Number	Acreage
TBD	511-111-056; 511-161-005 (ptn.)	80.26
TBD	511-161-005 (ptn.); 510-011-016 (ptn.)	104.2
TBD	511-161-005 (ptn.)	80.22
TBD	510-011-016 (ptn.)	121.15
Total		385.84

The affected Assessor parcels are predominantly zoned TPZ except for an approximately 25.04 acre portion of Assessor parcel 510-011-016 which is zoned Agricultural Exclusive (AE). The LLA will reconfigure four existing legal parcels, all of which will be divided and contain less than 160 acres of TPZ.

Murray Road JTMP

The boundaries of the LLA are intended to generally follow and coincide with Murray Road to facilitate access and timber management. The LLA will result in the reconfiguration of four legal parcels, or Management Units. The Management Units and corresponding acreage are as follows:

Management Unit	Acres (TPZ)	Acres (AG)	Total (Acres)
1	144.67	0	144.67
2	65.43	0	65.43
3	100.35	19.87	120.22
4	50.34	5.17	55.52
Total			385.84

In accordance with the applicable California Government Code Sections, This JTMP is being submitted to demonstrate it will be possible to manage the resulting substandard TPZ Assessor parcels, which are being divided and will contain less than 160 acres for ongoing timber production. The core requirements that must be demonstrated are that the parcel be adequately stocked with commercial timber, have road access to the timber stands and that there is a feasible logging system that could be employed to harvest the timber. The components of the JTMP which document the viability of management include the "Timber Management Guide" and the "Timber Management Plan." The Timber Management Guide provides a description of the land and its timber management potential. The Timber Management Plan identifies the access to the parcel and the minimum stocking requirements described in the Forest Practice Rules.

4. Access, Roads and Boundary Management Areas for JTMP Management Units

Access to Management Units 1, 2 & 4 is from Murray Road, a paved public road, maintained by the County of Humboldt. Access for Management Unit 3 is reliant on access over Management Unit 2 or Management Unit 4, via the M-2320 Road, for ingress and egress as shown on the JTMP Map.

In the event that Management Unit 3 is sold as a separate parcel, access for ingress and egress shall be reserved over Management Unit 4 benefitting Management Unit 3. The location of the reserved access easement should be generally in the form as shown in Appendix 1.

In the event that Management Unit 3 and Management Unit 4 are conveyed together to a common owner, no easement shall be required between Management Unit 3 and Management Unit 4, However, for so long as the JTMP remains in full force and affect, Management Unit 3 and Management Unit 4 would be subject to the easement described above if either Management Unit 3 or Management Unit 4 is separately conveyed.

Murray Road JTMP

5. Minimum Stocking Standards

912.7, 932.7, 952.7 Resource Conservation Standards for Minimum Stocking [All Districts, note (b)(1)(D)]

The following resource conservation standards constitute minimum acceptable stocking in the Coast [Northern, Southern] Forest District after timber operations have been completed.

(a) Rock outcroppings, meadows, wet areas, or other areas not normally bearing commercial species shall not be considered as requiring stocking and are exempt from such provisions.

(b) An area on which timber operations have taken place shall be classified as acceptably stocked if either of the standards set forth in (1) or (2) below are met within five (5) years after completion of timber operations unless otherwise specified in the rules.

(1) An area contains an average point count of 300 per acre on Site I, II and III lands or 150 on site IV and V lands to be computed as follows:

(A) Each countable tree [Ref. PRC § 4528(b)] which is not more than 4 inches d.b.h. counts 1 point.

(B) Each countable tree over 4 inches and not more than 12 inches d.b.h. counts 3 points.

(C) Each countable tree over 12 inches d.b.h. counts as 6 points.

(D) [Coast] Root crown sprouts will be counted using the average stump diameter 12 inches above average ground level of the original stump from which the sprouts originate, counting one sprout for each foot of stump diameter to a maximum of 6 per stump.

(D) [Northern] Sprouts over 1 foot in height will be counted, counting one sprout for each 6 inches or part thereof of stump diameter to a maximum of 4 per stump.

(D) [Southern] Root crown sprouts over 1 foot in height will be counted, using the average stump diameter at 1 foot above the average ground level of the original stump, counting 1 sprout for each foot of stump diameter to a maximum of 6 per stump.

(2) The average residual basal area measured in stems 1 inch or larger in diameter, is at least 85 square ft. per acre on Site I lands, and 50 square ft. per acre on lands of Site II classification or lower. Site classification shall be determined by the RPF who prepared the plan.

(3) To the extent basal area standards are specified in the rules in excess of 14 CCR § 912.7(b)(2) [932.7(b)(2), 952.7(b)(2)], up to 15 square feet of basal area of those standards higher than the minimum may be met by counting snags, and decadent or deformed trees of value to wildlife in the following sizes:

(A) 30 inches or greater dbh and 50 feet or greater in height on site I and II lands;

(B) 24 inches or greater dbh and 30 feet or greater in height on site III lands; and

(C) 20 inches or greater dbh and 20 feet or greater in height on site IV and V lands.

(c) The substitution provided for in 14 CCR § 912.7(b)(3) [932.7(b)(2), 952.7(b)(2)] may only be done when the potential spread of insects and diseases will not have a significantly adverse impact on long term productivity or forest health.

(d) The resource conservation standards of the rules may be met with Group A and/or B commercial species. The percentage of the stocking requirements met with Group A species shall be no less than the percentage of the stand basal area they comprised before harvesting. The site occupancy provided by Group A species shall not be reduced relative to Group B species. When considering site occupancy, the Director shall consider the potential long term effects of relative site occupancy of Group A species versus Group B species as a result of harvest. If Group A species will likely recapture the site after harvest, Group B species do not need to be reduced. The time frames for recapturing the site shall be consistent with achieving MSP. The Director may prohibit the use of Group A and/or B commercial species which are non-indigenous or are not physiologically suited to the area involved. Exceptions may be approved by the Director if the THP provides the following information and those exceptions are agreed to by the timberland owner:

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(1) Explain and justify with clear and convincing evidence how using Group A nonindigenous, or Group B species to meet the resource conservation standards will meet the intent of the Forest Practice Act as described in PRC § 4513. The discussion shall include at least:

(A) The management objectives of the post-harvest stand;

(B) A description of the current stand, including species composition and current stocking levels within the area of Group B species. The percentage can be measured by using point-count, basal area, stocked plot, or other method agreed to by the Director.

(C) The percentage of the post-harvest stocking to be met with Group B species. Post harvest percentages will be determined on the basis of stocked plots. Only the methods provided by 14 CCR §§ 1070-1075 shall be used in determining if the standards of PRC § 4561 have been met.

(D) A description of what will constitute a countable tree, as defined by PRC § 4528 for a Group B species and how such a tree will meet the management objectives of the post-harvest stand.

The Director, after an initial inspection pursuant to PRC § 4604, shall approve use of Group B species, as exceptions to the pre-harvest basal area percentage standard, if in his judgment the intent of the Act will be met, and there will not be an immediate significant and long-term harm to the natural resources of the state.

912.8 Progeny, Clonal, or Provenance Testing Stocking Standard Exemption [Coast only]

Pursuant to PRC 4561.7, the following standards shall apply to the request for an exemption from the stocking standards of the Act for Progeny, clonal, or provenance testing.

(a) Any THP submitted pursuant to Sec. 4561.7 of the PRC shall include the following information, in addition to other requirements of the rules of the Board:

(1) A specific request for an exemption from stocking standards; and

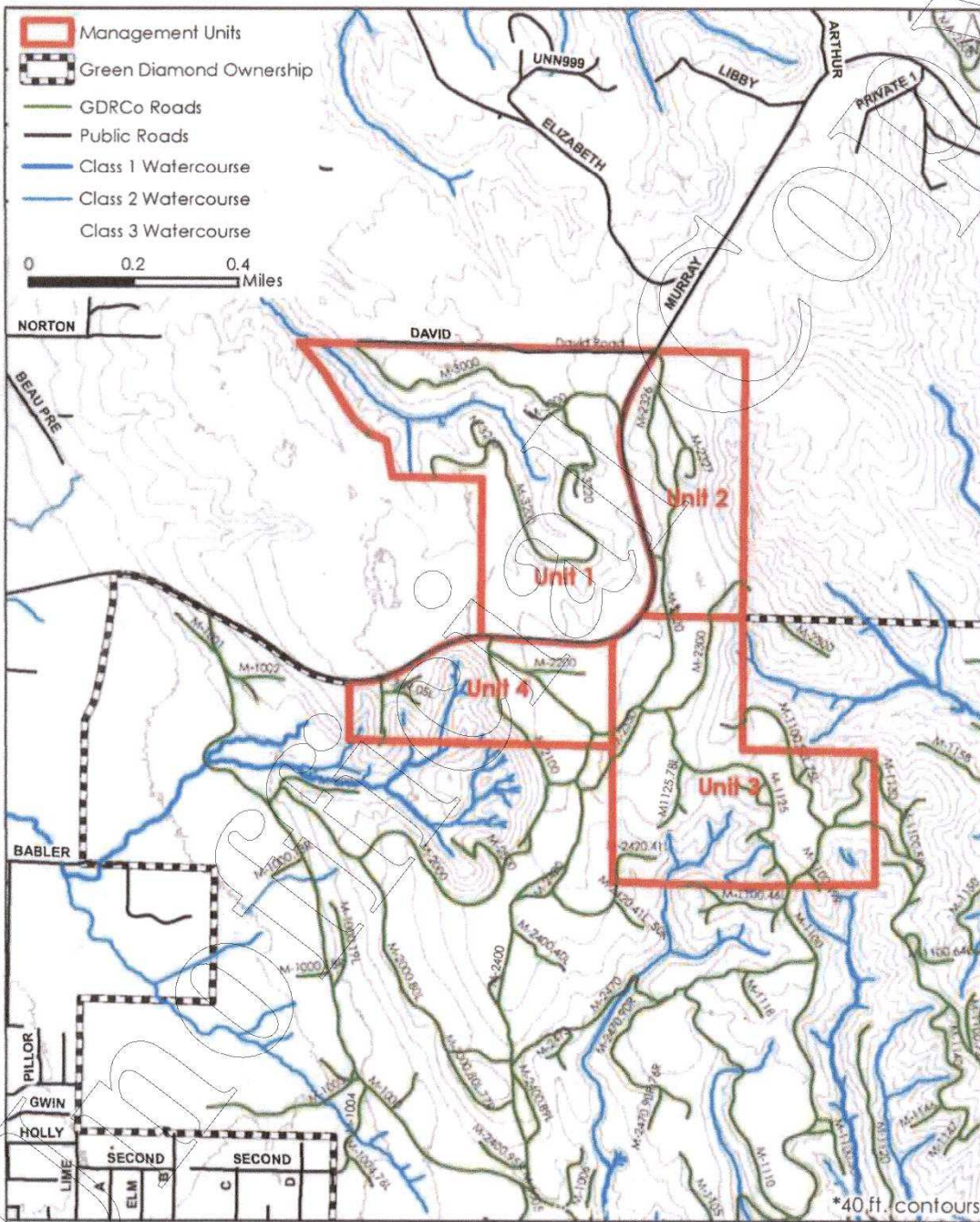
(2) A description of the testing to be conducted on the site.

(b) The exemption from stocking shall become effective upon the Director's determination that the timber harvesting plan is in conformance with the rules and regulations of the Board.

Murray Road JTMP



Murray Road JTMP: Management Units

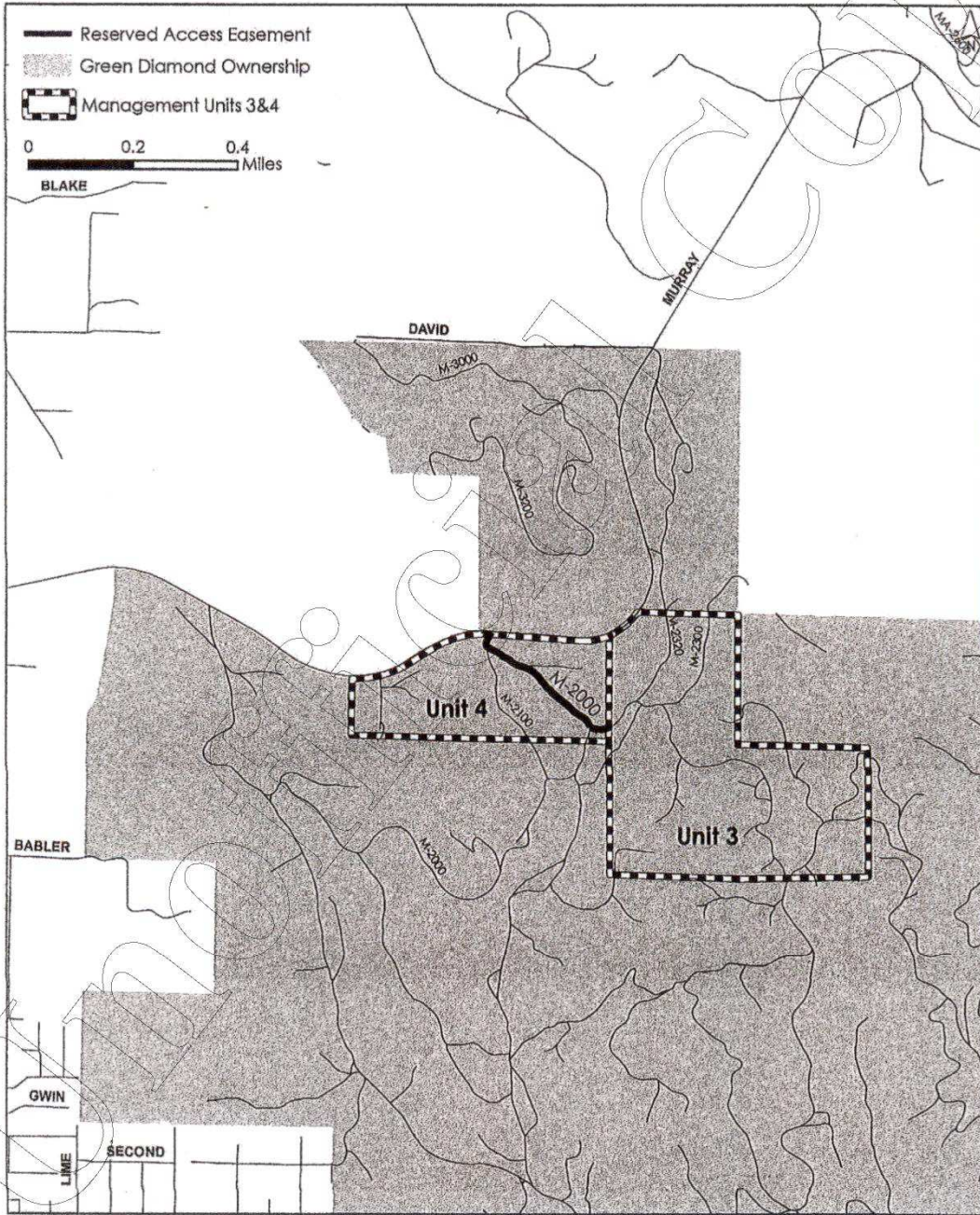


Murray Road JTMP

Appendix 1



Murray Road JTMP: Appendix 1



RESOLUTION 2023 – 30

A RESOLUTION APPROVING THE PRELIMINARY TITLE REPORT FOR THE TRANSFER OF THE MCKINLEYVILLE COMMUNITY FOREST PROPERTY BETWEEN GREEN DIAMOND RESOURCES COMPANY, TRUST FOR PUBLIC LANDS AND MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

WHEREAS, Trust for Public Lands holds an option to acquire certain real property located in Humboldt County, California described as APNs: 509-061-001-000 (portion), 509-062-004-000 (portion), 509-063-003-000 (portion), 510-011-014-000 (portion), 510-011-016-000 (portion), and 511-111-057-000; the legal description of which is set forth in the Agreement and incorporated by reference. Trust for Public Lands option is with Green Diamond Resources Company, a Washington corporation (“Landowner”). That property, containing approximately five hundred ninety-nine acres (599 acres), together with all improvements, fixtures, timber, crops and water located in and on it, and all rights appurtenant to it which are owned by Landowner, including, but not limited to, timber rights, water rights, grazing rights, and access rights, collectively referred to as the "Property"; and

WHEREAS, Trust for Public Lands desires to donate the Property to the McKinleyville Community Services District (by name or “MCSD”) for the purposes of forever conserving the timber harvesting productive capacity, aquatic and terrestrial habitat value, scenic qualities, and maintaining the open space and other conservation characteristics of the Property; and

WHEREAS, McKinleyville Community Services District is willing to accept the donation of the Property from Donor by a direct deed from the Landowner in accordance with the conditions of the Preliminary Title Report with the effective date of October 20, 2023;

WHEREAS, in anticipation of the potential real property acquisition MCSD has evaluated the environmental condition of the Property for the presence of hazardous materials and, after reasonable investigation, identified none; and

WHEREAS, the purpose of MCSD acquiring the Property is to permanently maintain and conserve the natural features and resources located thereon, maintain open space and create a community forest and facilitate public recreation thereon. MCSD has evaluated the proposed acquisition under the California Environmental Quality Act (“CEQA”) and concluded that the acquisition of the Property is categorically exempt under CEQA pursuant to the categorical exemptions established pursuant to California Code of Regulations, Title 14, Article 19, including, without limitation, those published at Sections 15313 (Acquisition of Lands for Wildlife Conservation Purposes), 15316 (Transfer of Ownership in Order to Create Parks), 15317 (Open Space Contracts or Easements) and 15325 (Transfers of Ownership in Land to Preserve Existing National Conditions and Historical Resources). A Notice of CEQA Exemption regarding the Property acquisition was adopted by MCSD and posted with the Humboldt County Clerk on or about May 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the said Preliminary Title Report for the conveyance of the McKinleyville Community Forest property to MCSD.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 6th day of December 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joseph Blaine, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.6 **Consider Approval of Resolution 2023-31 Approving the Road and Access Easements for the Community Forest**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Board review the material provided, discuss, take Public comment and grant approval for the Road and Access Easements exhibited in Attachment 1 by approval of Resolution 2023-31 by title only.

Discussion:

As the Board is aware and as detailed in previous agenda items, Trust for Public Lands (TPL) and the State of California Natural Resource Agency (Resources) entered into a Grant Agreement for the acquisition of the Community Forest property from Green Diamond Resources Company (GDRC) to convert it into a permanent greenbelt and community forest for public enjoyment. It is the intent that, following the purchase of the Property by TPL, TPL shall have the GDRC convey fee title of the Property to MCSD by directed deed.

As part of the Community Forest agreement, GDRC and MCSD will share the main access road off of Murray Road, which will serve as the boundary between the Community Forest and GDRC Conservation Easement. MCSD and GDRC will also share the Murray Road access point. In addition, GDRC has given MCSD easements at two locations across their retained property into the Community Forest. One access point is off of 1st Road, which will be a Public access point. They have also give MCSD a Maintenance Easement off of East Cochran and Visser. Green Diamond has completed a legal description of the easements and the Easement document that will accompany the grant deed. These are included as **Attachment 1**. District legal counsel has reviewed the easement documents. A Resolution approving the easement documents is included as **Attachment 2**.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The approval of the Assignment and the execution of all of the applicable escrow and other documents will convey the 599-acre Community Forest property to the District. The District will work on developing improvements to the property including walking, biking, and equestrian trails as well as parking areas and access roads. These improvements will largely be funded by grants the District is able to obtain. However, there will be ongoing maintenance costs to patrol and clean up dump sites and homeless camps. In the Measure B 2024/2025 Engineering Report prepared by Wildan, the annual operation and maintenance costs for the Community Forest were estimated to be \$100,000/year.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Road and Access Easements from Green Diamond
- Attachment 2 – Resolution 2023-31

RECORDING REQUESTED BY:

Green Diamond Resource Company,
a Washington Corporation

When Recorded Mail Document:

Green Diamond Resource Company
Attention: Craig Compton, Manager
P.O. Box 68
Korbel, CA 95550

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ROAD EASEMENT AGREEMENT

This ROAD EASEMENT AGREEMENT (the “**Agreement**”) is made by and between The McKinleyville Community Services District, a California nonprofit public benefit corporation, having a mailing address of 1656 Sutter Road, P.O. Box 2037, McKinleyville, CA 95519 (“**MCSD**”) and Green Diamond Resource Company, a Washington corporation, having a mailing address of P.O. Box 68, Korbel, CA 95550-0068 (“**Green Diamond**”). MCSD and Green Diamond are each sometimes individually referred to herein as a “**Party**,” and sometimes collectively referred to herein as the “**Parties**.”

RECITALS

A. WHEREAS, Green Diamond is the owner of certain lands and premises situated in the County of Humboldt, State of California (the “**Green Diamond Property**”) legally described in **Exhibit A** and as shown in **Exhibit C**;

B. WHEREAS, Green Diamond has sold and conveyed to MCSD certain lands and premises situated in the County of Humboldt, State of California (the “**MCSD Property**”), legally described in **Exhibit B** and as shown in **Exhibit C**;

C. WHEREAS, it was a condition to the conveyance by Green Diamond to MCSD of the MCSD Property that Green Diamond also be granted certain rights and privileges over, under, above and across specific portions of the MCSD Property for the continued management and benefit of the Green Diamond Property as shown on **Exhibit D**;

D. WHEREAS, the eastern boundary of the MCSD Property and the Green Diamond Property is the centerline of an approximately 60-foot wide road (the “**Road**”) that will have shared use between both Parties, and both Parties are desirous of acquiring reciprocal access rights and privileges over, under, above and across specific portions of both the Green Diamond Property and MCSD Property as also shown in **Exhibit D**; and

E. WHEREAS, MCSD and Green Diamond are desirous of granting such rights and privileges in accordance with the terms and conditions herewith.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby both agreed upon and acknowledged, MCSD and Green Diamond hereby agree as follows:

1. GRANT OF EASEMENTS; AUTHORIZED USES; BOUNDARY MANAGEMENT AREAS.

(a) **Reciprocal Easement.** Green Diamond and MCSD each convey and grant to one another, subject to the terms and conditions herein, respective non-exclusive easements over the approximately 30-foot wide portions of the Road respectively located upon the Green Diamond Property and MCSD Property, all to the end that each of Green Diamond and MSCD will enjoy full, nonexclusive use of the entirety of the Road more particularly shown as the “Reciprocal Easement” on the map attached hereto as **Exhibit D** (the “**Reciprocal Easement**”). Green Diamond and MCSD shall both have a right to use the Road covered by the Reciprocal Easement for all purposes as reasonably necessary for any lawful use of both the Green Diamond Property and the MCSD Property benefited by this grant of easement (the “**Parties’ Authorized Use**”). The rights herein granted extend to both Parties and their respective employees, agents, contractors, invitees, successors and assigns and members of the general public.

(b) **Green Diamond Easement.** MCSD additionally conveys and grants to Green Diamond, subject to the terms and conditions herein, a non-exclusive perpetual easement (the “**Green Diamond Easement**”) with a width of 60 feet, as measured 30 feet from the centerline of the additional existing road segments located upon portions of the MCSD Property both legally described in **Exhibit D-3** and **Exhibit D-4** and more particularly shown as the “Green Diamond Easement” on the map attached hereto as **Exhibit D** (the “**Green Diamond Easement Area**”). Green Diamond shall have a right to use the Green Diamond Easement Area for all purposes across the MCSD Property as reasonably necessary for any lawful use of the Green Diamond Property benefited by this grant of easement. The rights herein granted extend to Green Diamond and its employees, agents, contractors, and invitees, and its successors and assigns. Additionally, the two portions of the Green Diamond Easement located off of Murray Road, which are located within the existing proposed parking lot, will be open to the general public for all purposes, and the portion of the Green Diamond Easement that connects to the MCSD Management Easement at Cochrane Road will be open to public access for non-motorized purposes (i.e. hikers, bikers, walkers, equestrian, etc.).

(c) **MCSD Management Easement.** Green Diamond additionally conveys and grants to MCSD, subject to the terms and conditions herein, a non-exclusive perpetual easement (the “**MCSD Management Easement**”) with a width of 60 feet, as measured 30 feet from the centerline of the existing roads located upon portions of the Green Diamond Property both legally described in **Exhibit D-2** and more particularly shown as the “MCSD Management Easement” on the map attached hereto as **Exhibit D** (the “**MCSD Management Easement Area**”). MCSD shall have a right to use the MCSD Management Easement Area for management purposes only across the Green Diamond Property as

reasonably necessary for any lawful use of the MCSD Property benefited by this grant of easement including, without limitation, lawfully permitted improvement construction and timber harvest activities on the MCSD Property and material(s) and log transport over and across the MCSD Management Easement. The rights herein granted extend to MCSD and its employees, agents, contractors, and invitees, and its successors and assigns, but in no event shall the rights granted in this paragraph be extended to members of the general public.

(d) MCSD Public Access Easement. Green Diamond additionally conveys and grants to MCSD, subject to the terms and conditions herein, a non-exclusive perpetual easement (the “**MCSD Public Access Easement**”) with a width of 60 feet, as measured 30 feet from the centerline of the existing roads located upon portions of the Green Diamond Property both legally described in Exhibit D-1 and more particularly shown as the “MCSD Public Access Easement” on the map attached hereto as Exhibit D (the “**MCSD Public Access Easement Area**”). MCSD and its employees, agents, contractors, the general public and invitees shall have a right to use the MCSD Public Access Easement Area for vehicular, pedestrian and equestrian ingress and egress (including, without limitation, access for bikers and hikers) over and across the above-described road segments on the Green Diamond Property to facilitate any and all public park and recreational use(s) (whether now existing or developed and/or expanded in the future) on the MCSD Property.

(e) Green Diamond Boundary Management Area. Together with its easement rights with regard to the Reciprocal Easement, MCSD is also conveyed and granted by Green Diamond hereunder perpetual, limited access easement rights over and across that portion of the Green Diamond Property that shares a boundary with the MCSD Property, not to exceed more than 300 feet from the boundary between the Green Diamond Property and the MCSD Property, as more particularly depicted and described as the “Green Diamond Boundary Mgt. Area” on the map attached hereto as Exhibit E (the “**Green Diamond Boundary Management Area**”). MCSD may enter and use the Green Diamond Boundary Management Area for fish and wildlife monitoring and research and to use stumps or live trees as tail hold anchors for lawful logging operations occurring on the MCSD Property, when necessary to achieve appropriate lift for cable yarding systems. MCSD shall take care to avoid damage to living trees and shall pay fair market value to Green Diamond for any damage to living trees caused by MCSD’s use of the Green Diamond Boundary Management Area. The rights herein granted extend to MCSD’s employees, agents and contractors, and its successors and assigns, but in no event shall the rights granted herein be extended to members of the general public.

(f) MCSD Boundary Management Area. Together with its easement rights with regard to the Reciprocal Easement and the Green Diamond Easement, Green Diamond is also conveyed and granted by MCSD hereunder perpetual, limited access easement rights over and across that portion of the MCSD Property that shares a boundary with the Green Diamond Property, not more than 300 feet from the boundary between the Green Diamond Property and the MCSD Property, as more particularly depicted and described as the “MCSD Boundary Mgt. Area” on the map attached hereto as Exhibit E (the “**MCSD Boundary Management Area**”). Green Diamond may enter and use the MCSD Boundary Management Area for fish and wildlife monitoring and research and to use stumps or live trees as tail hold anchors for lawful logging operations occurring from time to time on the Green Diamond Property, when necessary to achieve appropriate lift for cable yarding

systems. Green Diamond shall take care to avoid damage to living trees and shall pay fair market value to MCSD for any damage to living trees caused by Green Diamond's use of the MCSD Boundary Management Area. The rights herein granted extend to Green Diamond's employees, agents and contractors, and its successors and assigns, but in no event shall the rights granted herein be extended to members of the general public.

(g) Each Party shall be known herein as a "Grantor" or a "Grantee" as applicable.

(h) Each Grantee shall use existing roads in its Easement Area (defined below) unless the Grantor expressly approves road construction in that Easement Area subject to the terms and conditions herein below.

2. TYPES OF EASEMENTS.

(a) The Reciprocal Easement between both Parties described in Paragraph 1(a) above is perpetual and appurtenant to MCSD Property and Green Diamond Property, both of which are shown in **Exhibit C**. The Reciprocal Easement shall not be used for the benefit of any property other than the property as shown in **Exhibit C**, and legally described in **Exhibit A** and **Exhibit B**.

(b) The Green Diamond Easement granted to Green Diamond in Paragraph 1(b) above and the easement rights granted to Green Diamond with respect to the MCSD Boundary Management Area are both perpetual and appurtenant to the Green Diamond Property shown in **Exhibit C** and legally described in **Exhibit A**. The various easement rights granted to Green Diamond in this Agreement ("Green Diamond's Authorized Use") shall not be used for the benefit of any property other than the Green Diamond Property shown in **Exhibit C** and legally described in **Exhibit A**.

(c) The MCSD Management Easement and MCSD Public Access Easement granted to MCSD in Paragraph 1(c) and Paragraph 1(d) above and the easement rights granted to MCSD with respect to the Green Diamond Boundary Management Area are both perpetual and appurtenant to the MCSD Property shown in **Exhibit C** and legally described in **Exhibit B**. The various easement rights granted to MCSD in this Agreement ("MCSD's Authorized Use") shall not be used for the benefit of any property other than the MCSD Property shown in **Exhibit C** and legally described in **Exhibit B**.

3. COVENANTS AND WARRANTIES.

(a) Green Diamond and MCSD each covenants and warrants to the other 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 its signatory below.

(b) The rights granted herein to each Grantee are given expressly subject to existing encumbrances, regulatory requirements, and other matters of record affecting such rights in any manner whatsoever. Neither Grantor warrants to the other that it has authority to permit the Grantee's Authorized Use on behalf of any third party and each Grantee shall

secure all permits, privileges, or rights required for its Authorized Use. Neither Grantor warrants title to its Property, nor shall either Grantor be liable for defects thereto or failure thereof.

(c) Neither Grantor makes any representation as to the present or future conditions of the easement area covered by the easements granted to the other party hereto (as applicable, the “**Easement Area**”) or the character of the traffic on Grantor’s roads. Neither Grantor makes a representation as to the present or future conditions of the Grantee’s Easement Area and its fitness for the Grantee’s Authorized Use under this Agreement. Each Grantee accepts this Agreement subject to all danger or injury to persons and damages or destruction to property while it is on or about its Easement Area. In this regard, each Grantee assumes all risk of injury or death to individuals who are on its Easement Area pursuant to this Agreement and all risk of damage to property upon or in proximity to its Easement Area with that Grantee’s knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in that Grantee’s Easement Area or by the Grantor’s negligence or the negligence of any person in the employ or service of the Grantor.

4. RESERVATIONS AND NON-INTERFERENCE.

(a) Each Grantor reserves the right to use the Grantee’s Easement Area 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, permittees, successors, and assigns.

(b) Each Grantee agrees to exercise its rights under this Agreement so as to avoid any interference with the Grantor’s use of the Grantor’s Property.

(c) Prior to constructing or improving roads in its Easement Area, each Grantee shall provide the Grantor with a plan showing the location and specifications for the proposed road and the Grantor shall review the road plan to ensure compliance with the limitations in this Agreement and to ensure that it does not unreasonably interfere with the Grantor’s use of its Property. If the Grantor finds that the proposed road will unreasonably interfere with the Grantor’s use of its Property, the Grantor will provide the Grantee with notice and an alternative road location, alignment or specification within sixty (60) days of receiving the Grantee’s proposed road plan. The Grantee shall not proceed with any construction or improvement of roads in its Easement Area until the Grantor approves in writing the Grantee’s written plan. Any labor, equipment, materials and supplies to complete any road construction or reconstruction authorized pursuant to this Agreement shall be solely performed and paid for by the Grantee. New road construction or reconstruction shall conform to state law and any applicable permits. Any new road construction or reconstruction shall be performed in accordance with any site-specific standards prescribed by the Grantor.

(d) This grant of easement shall also include the right to trim or remove any brush, trees, or shrubs that may interfere with the use, maintenance or construction of the roads, except no Grantee shall cut nor cause to be cut any merchantable trees upon its Easement Area, unless specific written permission is granted by the Grantor. If it becomes

necessary to cut trees, and such cutting is authorized in writing by the Grantor, the Grantee shall agree to fell the trees carefully so as to minimize breakage and buck them into lengths stipulated by the Grantor.

(e) The Grantee acknowledges that its use is not exclusive, and that others are entitled to use the road(s) described hereunder, including use for hauling operations, and that it is responsible for coordination and cooperation with all road users. To the extent that the Grantee's Authorized Use includes hauling operations, the Grantee agrees to cooperate and coordinate with the Grantor and the Grantor's contractors, timber purchasers and other users of the Grantor's roads in the Grantee's Easement Area, and to assure that CB channels are assigned to all of the Grantee's employees, contractors and agents and that such users have, carry and use CB radios in an appropriate manner.

(f) Notwithstanding anything to the contrary set forth elsewhere herein and for the avoidance of doubt, each Grantor hereunder may temporarily suspend access over any of the roads covered by this Agreement by written notice to the Grantee for safety reasons whenever such use, due to weather conditions, will cause excessive damage thereto, when there are ongoing dangerous activities occurring in the area such as timber harvesting, road work or excessive hauling or when the area in which the applicable road is located is closed by applicable governmental authorities because of wildfire or other severe risk. Any closure shall be limited to the amount of time necessary to avoid the identified risk using reasonable diligence and urgency to restore access.

5. MAINTENANCE AND ADDITIONAL CONDITIONS OF USE.

(a) Each Grantee agrees to comply with all applicable governmental laws, rules, statutes, regulations, and permits relating to its use of its Easement Area, and to do so at its sole cost. Each Grantee's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by the Grantor and applicable to the Grantee's Easement Area, including, without limitation, incidental take permits held by the Grantor. The Grantor reserves the right to require the Grantee to take affirmative steps to review and comply with permits noticed by the Grantor and to promptly comply when the Grantor requests specific action on a requirement applicable to the Grantee's use of the Grantor's Property.

(b) Each Grantee shall promptly report to the Grantor in writing any violations of any laws, regulations, or permits relating to that Grantee's Authorized Use of which the Grantee has knowledge and shall promptly send to the Grantor a copy of any notice of violation received by the Grantee that relates to the Grantee's Authorized Use. A copy of all citations or other written documents the Grantee receives from any agency shall accompany the notice of violation. Each Grantee shall provide the Grantor with copies of all correspondence to and from government agencies relating to any permits or regulations affecting (or claimed by any persons to affect) the Grantee's operations under this Agreement. Each Grantee shall promptly notify the Grantor of any litigation or agency enforcement action arising in connection with this Agreement, including environmental actions, tax disputes, and bankruptcy proceedings of that Grantee or its contractors.

(c) Each Grantee shall take reasonable care to prevent wildfires from igniting on or spreading from its Easement Area. If a Grantee becomes aware of a wildfire occurring on or near an Easement Area, the Grantee shall immediately notify the Grantor and appropriate government agencies and shall make any on-site equipment available to help suppress or contain the fire. Each Grantee shall comply with all fire prevention and suppression measures that the Grantor may specify from time to time relating to that Grantee's use of the Grantor's Property. Each Grantee shall comply with all applicable state fire safety standards including requirements (if any) to maintain special equipment in vehicles. Each Grantee shall reimburse the Grantor for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by the Grantee's operations, contractors, or personnel, even if not attributable to negligence by the Grantee or its agents.

(d) In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with a Grantor's operations, that Grantor shall notify the Grantee's representative and the Grantee shall immediately suspend its Authorized Use or take steps to remedy the situation as the Grantor may direct.

(e) If there is any timber hauling under this Agreement, then prior to each day of hauling hereunder from the period of October 15th to May 15th, and prior to each day of hauling hereunder from the period of May 16th to October 14th following any measurable precipitation, the Grantee shall contact the following Grantor representative:

Green Diamond Representative:
Craig Compton, Manager
(707) 668-4424

MCS D Representative:
Patrick Kaspari, General Manager
(707) 839-3251

and shall obtain his/her concurrence that the Grantee's use of the Easement Area on that day will not adversely affect the Grantor's operations.

(f) Each Grantee agrees to cease using vehicles on the Grantor's roads, during the period from May 15th to October 15th, when weather conditions make driving hazardous or may have a detrimental impact to the environment including, but not limited to, the occurrence of rain in sufficient quantity and duration that driving would result in rutting and deformation of the road surface, degradation of water bars, or tracking of mud onto public roadways.

(g) Each Grantee agrees to use only ATVs on unsurfaced seasonal roads during the winter period. The winter period is defined as the period from October 16th through May 14th. Any damage caused to drainage or erosion control structures by using ATVs on any road will be repaired by the Grantee immediately following damage. Exceptions need prior written approval of the Grantor.

(h) Each Grantee shall obey all posted traffic and speed regulations on the

Grantor's roads.

(i) If any portion of either Grantee's Easement Area requires access through a locked gate owned or maintained by the Grantor, the Grantor shall issue copies of key(s) needed to open gates for the access provided herein. The Grantee shall not copy the key(s) provided by the Grantor unless permitted to do so in writing by the Grantor. The Grantee shall return any key(s) that has been so issued in the event of termination of this Agreement. The Grantee shall pay a one hundred dollar (\$100) fee per key for any key(s) that is not so returned. The Grantee shall keep road gates closed and locked unless otherwise instructed by a Grantor representative or as necessary for active hauling during that day.

(j) If a Grantee is the primary user of the road(s) in its Easement Area, then that Grantee shall provide for: (1) dust abatement in a form and sufficient quantity to be acceptable to the Grantor's representative referenced above in Section 5(e); and (2) properly winterizing the road(s) immediately upon completion of hauling (if applicable) in any season. This will include, but is not limited to, clearing all logs and debris from the roads, clearing ditches, opening culverts, grading the road surfaces smooth, eliminating berms, properly ditching the roads and cross-draining them, and leaving the roads in a condition that will insure minimum damage from winter storms.

(k) Each Grantee shall repair any damage to the Grantor's roads when such damage is caused by the Grantee's use of its Easement Area. In the event that the Grantee is the primary user of the road(s) in its Easement Area, then that 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. In the event that both Parties are using the same road(s) for hauling, then during that period the Grantee shall pay to the Grantor a share of maintenance costs associated with hauling activities, prorated during the time of use in proportion to the use. Each Grantor will be the maintaining party unless otherwise agreed. Reimbursements shall be due within thirty (30) days following invoice.

6. INDEMNIFICATION.

(a) Each Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Grantor and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses to the extent resulting from, arising out of or in any way connected with the occupation or use of the Grantee's Easement Area by the Grantee or anyone else entering the Grantor's Property at the Grantee's direction or invitation.

(b) In any and all claims against a Grantor by any employee of a Grantee, any contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Grantee's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Grantee or any contractor under any industrial insurance act, workers' compensation act, disability benefit act, or other employee benefit act, and the

Grantee hereby expressly waives any immunity it may have under such acts to the extent necessary or permitted under the law to assure the validity and enforceability by the Grantor of the Grantee's aforesaid indemnification obligation.

7. **ENVIRONMENTAL.** In the event of a spill or release of Hazardous Materials, the Grantee responsible shall promptly comply with all federal, state and local spill notification and response requirements and shall notify the Grantor of the spill event. The Grantee shall be responsible for the response and restoration costs of any release of Hazardous Materials in connection with the Agreement, and shall indemnify, defend, and hold harmless the Grantor from any liability arising from claims or damages in connection with such release. "**Hazardous Materials**" shall mean any pollutant, contaminant, chemical or hazardous, toxic, or dangerous waste, substance, chemical or material, or any other substance or material regulated or controlled pursuant to any environmental laws now or at any time hereafter in effect.

8. **TAXES.** Each Grantee shall promptly pay or reimburse the Grantor for any taxes or tax increases levied as a result of this Agreement or relating to the Grantee's use or improvements constructed pursuant to this Agreement.

9. **LIENS.** Each Grantee shall keep its Easement Area free from any liens or encumbrances arising out of any work performed by the Grantee, materials furnished to the Grantee, or obligations incurred by the Grantee. The Grantor shall have the right to pay and discharge any lien imposed against its Property due to the Grantee's breach of the aforesaid covenant. Each Grantee shall reimburse the Grantor for the amount so paid, including the reasonable expenses of the Grantor in connection therewith, within thirty (30) days of receiving notice from the Grantor of any such payment with interest thereon at the rate of seven percent (7%) per annum from the date of payment thereof by the Grantor until the repayment thereof by the Grantee. If the Grantor exercises the option to make such payments, it shall not be obligatory on the Grantor to inquire into the validity of any such lien unless the Grantee shall have given notice to the Grantor that said lien was being challenged and shall have furnished to the Grantor the bond of a surety company or other security satisfactory to the Grantor, in an amount satisfactory to the Grantor, securing the Grantor against the payment of the lien so contested and against any loss, damage, or penalty arising from the Grantee's failure to pay it.

10. **INSURANCE.**

Each Grantee, at its expense, shall procure insurance with companies satisfactory to the Grantor covering the Grantee against risks with minimum limits as indicated below:

(a) If applicable, Workers' Compensation (Statutory amount) and Employer's Liability (\$1,000,000).

(b) For logging and hauling operations, Commercial General Liability insurance of \$1,000,000 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. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

(c) Automobile Liability insurance with minimum limits of \$1,000,000 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 shall name the Grantor and its employees, officers, directors, and agents as additional insureds on a primary basis for the duration of this Agreement. The additional insured endorsement must be ISO CG 20 11 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

(e) The policies specified in (a) – (c) above shall provide that the Grantor be given a thirty (30)-day written notice prior to cancellation of the policy.

(f) All liability coverage must be on an “occurrence” basis as opposed to “claims made.”

(g) Grantee hereby waives any subrogation claim against Grantor by its insurers under the policies specified in subsections (a), (b) and (c) above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in subsections (a), (b) and (c) above shall include an endorsement allowing this waiver of subrogation claims.

(h) All insurance shall be in a form sufficient to protect the Parties against the claims of third persons, and to cover claims by each Grantor against its respective Grantee for which the Grantee has assumed liability under this Agreement.

(i) Prior to commencement of the use hereunder, and following each permitted transfer, assignment or conveyance of this easement, each Party or its permitted successors and assigns shall furnish the other Party 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. Each Grantor reserves the right to require a certified copy of the policies or to examine the actual policies. Said certificates shall be sent to the other Party at the address contained herein.

(j) The Parties may reevaluate the minimum limits required on the foregoing policies and may, not more often than once every five years, mutually adjust those limits to reflect industry standards and risks. Each Party shall cause its coverage to be so adjusted and provide proof of adjustment to the other Party within thirty (30) days after such reevaluation is completed.

11. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by a Grantee and a breach of this Agreement: (1) the Grantee does or permits to be done anything that creates a lien upon

the Grantor's Property and the lien is not removed or bonded around within thirty (30) days after written notice thereof from the Grantor to the Grantee; or (2) the Grantee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from the Grantor specifying the failure; provided that no such failure will be deemed to exist if the Grantee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of the Grantee. If the Grantee remains in default beyond any applicable cure period, the Grantor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) A Grantor's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from the Grantee specifying the failure will be deemed a default by the Grantor and a breach of this Agreement; provided that no such failure will be deemed to exist if the Grantor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Grantor. If the Grantor remains in default beyond any applicable cure period, the Grantee will have the right to exercise any and all rights available to it under law and equity.

13. 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 MCSD:

Name: Patrick Kaspari, General Manager
Address: P.O. Box 2037
McKinleyville, CA 95519
pkaspari@mckinleyvillecsd.com
Phone: (707) 839-3251

with a copy to:

Lesley Frisbee
P.O. Box 2037
McKinleyville, CA 95519
lesley@mckinleyvillecsd.com
Phone: 707-839-3251

as to Green Diamond:

Green Diamond Resource Company
Attn: Property Manager
P.O. Box 68
Korbel, CA 95550-0068
ccompton@greendiamond.com
Phone: (707) 668-4424

with a copy to:

Green Diamond Resource Company
Attn: Legal Department
1301 Fifth Avenue, Suite 2700
Seattle WA 98101-2613
Phone: 206-224-5830

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.

15. 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. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either Party on ten (10) days' prior written notice to the other Party hereto.

(d) Terms and conditions of this Agreement which, by their sense and context, survive the termination, cancellation, or expiration of this Agreement.

(e) 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.

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

(g) 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.

(h) 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"; (3) all Exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (4) use of the terms "termination" or "expiration" are interchangeable; and (5) reference to a default will take into consideration any applicable notice, grace and cure periods.

16. 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) Grantee and Grantor 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.

17. 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 that they have sufficient authority to execute this binding Agreement on behalf of the Party they represent.

[Signatures and notaries contained on following pages]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as below subscribed.

**McKinleyville Community
Services District, a California
nonprofit public benefit
corporation**

By: _____

Print Name: Patrick Kaspari

Its: General Manager

Date: _____

**Green Diamond Resource
Company,
a Washington corporation**

By: _____

Print Name: Douglas S. Reed

Its: President

Date: _____

NOTARY ACKNOWLEDGMENTS

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 _____ before me, _____ a Notary Public in and for said County and State, personally appeared Patrick Kaspari, 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 of the entity upon behalf of which he 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)

[Notaries continued on following page]

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
COUNTY OF KING

On _____ before me, _____ a Notary Public in and for said County and State, personally appeared Douglas S. Reed, 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 of the entity upon behalf of which he 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 _____ (Seal)

EXHIBIT A
GREEN DIAMOND PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 504-091-003, 504-101-031, 504-041-003, 504-051-003, 504-061-003, 504-071-012, 509-051-008, 509-061-001, 509-062-002, 509-062-004, 509-063-003, 510-011-014, 510-011-016, 511-111-056, 511-161-005, 512-191-028, 509-076-005, 509-084-002 and 511-111-057

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

TRACT A

PARCEL ONE

The Northeast fractional Quarter and the East Half of the Northwest Quarter of Secion 3 in Township 6 North, Range 1 East, Humboldt Meridian.

[APN 509-062-002](#)

PARCEL TWO

The West fractional Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 3 in Township 6 North, Range 1 East, Humboldt Meridian.

[APN 509-062-004 \(portion\)](#)

PARCEL THREE

The Southwest Quarter of the Southeast Quarter and the East Half of the Southeast Quarter of Section 32 and the Southwest Quarter of the Southwest Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING the parcel 25 feet by 100 feet conveyed to the County of Humboldt by deed recorded March 9, 1977 in Book 1399 of Official Records, Page 422.

[APN 510-011-014 \(portion\) and 510-011-016 \(portion\)](#)

PARCEL FOUR

The South Half of the Northwest Quarter and the East Half of the Southwest Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

[APN 510-011-016 \(portion\)](#)

PARCEL FIVE

The Southeast Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

[APN 510-011-016 \(portion\)](#)

PARCEL SIX

The Northwest Quarter of the Southwest Quarter of Section 33, Township 7 North, Range 1 East, Humboldt Meridian.

EXHIBIT "A"
Legal Description
(continued)

[APN 510-011-016 \(portion\)](#)

PARCEL SEVEN

The Southeast Quarter of the Southwest Quarter of Section 11 in Township 6 North, Range 1 East, Humboldt Meridian.

[APN 504-041-003 \(portion\)](#)

PARCEL EIGHT

The West Half of the Southeast Quarter of Section 28 in Township 7 North, Range 1 East, Humboldt Meridian.

[APN 511-161-005 \(portion\)](#)

PARCEL NINE

The West Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 33 in Township 7 North, Range 1 East, Humboldt Meridian.

[APN 510-011-016 \(portion\)](#)

PARCEL TEN

The West Half of the Southwest Quarter of Section 34 in Township 7 North, Range 1 East, Humboldt Meridian.

[APN 512-191-028 \(portion\)](#)

PARCEL ELEVEN

The North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 4 in Township 6 North, Range 1 East, Humboldt Meridian.

[APN 509-061-001 \(portion\)](#)

PARCEL TWELVE

That portion of the Northeast Quarter of the Northeast Quarter of Section 5 in Township 6 North, Range 1 East, Humboldt Meridian that lies East of the eastern boundary of the Map of Calville filed in [Book 12 of Maps, Pages 42 and 43](#), Humboldt County Records.

[APN 509-076-005 and 509-084-002](#)

PARCEL THIRTEEN

The East fractional Half and the Southeast Quarter of the Southwest Quarter of Section 4 in Township 6 North, Range 1 East, Humboldt Meridian.

[APN 509-051-008 and 509-061-001 \(portion\)](#)

PARCEL FOURTEEN

EXHIBIT "A"
Legal Description
(continued)

The Southeast Quarter and the East Half of the Southwest Quarter of Section 3 and the North Half of Section 10 in Township 6 North, Range 1 East Humboldt Meridian.

[APN 509-062-004 \(portion\) and 509-063-003](#)

PARCEL FIFTEEN

All of those portions of Sections 2 and 11, Township 6 North, Range 1 East, Humboldt Meridian, lying West of the following described line:

Beginning at a point in the North line of Section 2, which bears South 89 degrees 44 minutes 05 seconds East, 295.64 feet from the Northwest Corner of said Section 2:

- 1: thence South 14 degrees 35 minutes 39 seconds West, 294.47 feet.
- 2: thence South 7 degrees 30 minutes 20 seconds West, 239.07 feet.
- 3: thence South 13 degrees 25 minutes 13 seconds East, 136.87 feet.
- 4: thence South 4 degrees 09 minutes 09 seconds West, 189.99 feet.
- 5: thence South 6 degrees 11 minutes 25 seconds East, 277.95 feet.
- 6: thence South 48 degrees 31 minutes 18 seconds East, 394.38 feet.
- 7: thence North 85 degrees 19 minutes 54 seconds East, 233.84 feet.
- 8: thence South 58 degrees 59 minutes 25 seconds East, 248.99 feet.
- 9: thence South 46 degrees 55 minutes 51 seconds East, 551.93 feet.
- 10: thence South 57 degrees 40 minutes 55 seconds East, 200.44 feet.
- 11: thence South 6 degrees 56 minutes 04 seconds East, 392.43 feet.
- 12: thence South 21 degrees 06 minutes 58 seconds East, 80.58 feet.
- 13: thence South 16 degrees 53 minutes 01 seconds East, 134.66 feet.
- 14: thence South 18 degrees 58 minutes 17 seconds West, 106.21 feet.
- 15: thence South 0 degrees 27 minutes 39 seconds West, 121.33 feet.
- 16: thence South 9 degrees 35 minutes 20 seconds West, 414.59 feet.
- 17: thence South 16 degrees 17 minutes 50 seconds West, 266.37 feet.
- 18: thence South 16 degrees 00 minutes 43 seconds West, 326.62 feet.
- 19: thence South 2 degrees 12 minutes 54 seconds West, 425.70 feet.
- 20: thence South 41 degrees 08 minutes 28 seconds East, 115.87 feet.
- 21: thence South 35 degrees 27 minutes 09 seconds East, 94.75 feet.
- 22: thence South 27 degrees 06 minutes 39 seconds East, 200.45 feet.
- 23: thence South 41 degrees 53 minutes 51 seconds East, 221.42 feet.
- 24: thence South 38 degrees 50 minutes 00 seconds East, 507.24 feet.
- 25: thence South 7 degrees 13 minutes 36 seconds East, 545.34 feet.
- 26: thence South 18 degrees 12 minutes 17 seconds West, 249.80 feet.
- 27: thence South 40 degrees 20 minutes 47 seconds East, 123.36 feet.
- 28: thence South 75 degrees 46 minutes 54 seconds East, 79.63 feet.
- 29: thence South 67 degrees 11 minutes 51 seconds East, 222.49 feet.
- 30: thence South 10 degrees 26 minutes 46 seconds East, 484.36 feet;
- 31: thence South 0 degrees 16 minutes 13 seconds West, 354.50 feet.
- 32: thence South 6 degrees 41 minutes 54 seconds East, 162.36 feet.
- 33: thence South 33 degrees 22 minutes 02 seconds East, 164.96 feet to a point in the Westerly line of the right of way described in Exhibit "C" of the Right of Way Agreement between G.F. Timmons & Sons and Arcata National Corporation, recorded March 6, 1975, in Book 1278 of Official Records, Page 153;
- 34: thence following said Westerly line of the right of way described in said Exhibit "C", Southerly, to a point in the South line of Section 11. Said point bears South 89 degrees 21 minutes 16 seconds West, 51.69 feet from Station 660+93.26 P.O.C.

EXHIBIT "A"
Legal Description
(continued)

EXCEPTING THEREFROM, HOWEVER, all of the West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of said Section 11.

INCLUDING that portion of Section 14, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING at the Southerly terminus of course 34 described above, being on the North line of said Section 14 and bearing South 89 degrees 21 minutes 16 seconds West, 51.69 feet from Station 660+93.26 P.O.C.

1: thence Southerly along the Westerly line of the right of way described in Exhibit "C" referred to in the parcel above in Section 11, to a point that bears South 89 degrees 46 minutes 49 seconds West, 52.27 feet from Station 653+28.79 P.O.C.

2: thence South 89 degrees 46 minutes 49 seconds West, 1341.31 feet to the Westerly line of the land conveyed to Glen F. Timmons et al by deed recorded December 31, 1942 in Book 258 of Deeds, Page 256.

3: thence along said Westerly line, North 18 degrees 19 minutes 54 seconds West, 240.02 feet.

4: thence still along said Westerly line North 32 degrees 55 minutes 44 seconds West, 610 feet to the North line of said Section 14.

5: and thence North 89 degrees 21 minutes 16 seconds East, along the North line of said Section 14, a distance of 1941.33 feet to the point of beginning.

[APN 504-071-012, 504-061-003, 504-051-003, 504-091-003, 504-101-031 and 504-041-003 \(portion\)](#)

PARCEL SIXTEEN

The North Half of the Southwest Quarter of Section 28 and the Northeast Quarter of the Southeast Quarter of Section 29, Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING that portion conveyed to Norton Creek Estates, II by the deed recorded July 21, 1992, as Instrument No. 1992-20792-4, Humboldt County Records.

[APN 511-111-056 and 511-161-005 \(portion\)](#)

PARCEL SEVENTEEN

The Southeast Quarter of the Southwest Quarter of Section 28 and the North Half of the Northwest Quarter of Section 33, Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING that portion conveyed to Norton Creek Estates, II by the deed recorded July 21, 1992, as Instrument No. 1992-20792-4, Humboldt County Records.

[APN 510-011-016 \(portion\) and 511-161-005 \(portion\)](#)

PARCEL EIGHTEEN

The South Half of the Southeast Quarter of Section 29 and the Northeast Quarter of Section 32, Township 7 North, Range 1 East, Humboldt Meridian.

EXCEPTING THEREFROM that portion which lies Westerly of a line parallel with and 50 feet East of the centerline of the Humboldt Northern Railway.

EXHIBIT "A"
Legal Description
(continued)

ALSO EXCEPTING that portion conveyed to Norton Creek Estates, II by the deed recorded July 21, 1992, as Instrument No. 1992-20792-4, Humboldt County Records.

[APN 511-111-057 and 510-011-014 \(portion\)](#)

PARCEL NINETEEN

Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 of [Parcel Map No. 68](#), recorded in [Book 1 of Parcel Maps, Pages 121](#) and 122, Humboldt County Records.

[APN 510-011-016 \(portion\) and 512-191-028 \(portion\)](#)

EXCEPTING THEREFROM that portion of land conveyed to McKinleyville Community Services District described in Instrument No. _____, Humboldt County Records.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Kevin D. Alto and Sara A. Alto, as Trustees of the 2011 Kevin and Sara Alto Living Trust, dated December 14, 2011, by deed recorded October 31, 2023, as [Instrument No. 2023-014378](#), Humboldt County Records.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Brad J. Suchanek and Laura E. Suchanek, Trustees of the Brad J. Suchanek and Laura E. Suchanek Declaration of Trust dated March 5, 2021, by deed recorded October 31, 2023 as [Instrument No. 2023-014380](#), Humboldt County Records.

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TRACT B

A non-exclusive right of way over said former right of way of Northwestern Pacific Railroad Company right of way, referred to in Tract A above, running from the North line of the land in Section 35, Northerly to its intersection with the County Road in Section 26, Township 7 North, Range 1 East, Humboldt Meridian.

Also a non-exclusive right of way, 50 feet wide, in the Northeast Quarter of Northwest Quarter of Section 35, Township 7 North, Range 1 East, Humboldt Base and Meridian, described as follows:

BEGINNING at a point on the East line of the Northwest Quarter of Section 35, said point being South 2 degrees 23 minutes 31 seconds East, 826.50 feet from the North Quarter corner of Section 35;
running thence North 88 degrees 47 minutes 56 seconds East, 153.28 feet, to the West line of Fieldbrook County Road right of way;
thence South 16 degrees 45 minutes 05 seconds East, 51.87 feet, along said county road right of way;
thence South 88 degrees 47 minutes 56 seconds West, 166.13 feet to the East line of the Northwest Quarter of Section 35;
thence South 89 degrees 27 minutes 51 seconds West, 1333.08 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter;
thence North 1 degree 46 minutes 30 seconds West, 50.01 feet, along said line;
and thence North 89 degrees 27 minutes 51 seconds East, 1332.54 feet, to the point of beginning.

Also a non-exclusive right of way, 20 feet wide, in the Northwest Quarter of the Northwest Quarter of Section 35, Township 7 North, Range 1 East, Humboldt Base and Meridian, described as follows:

BEGINNING at a point on the East line of the Northwest Quarter of the Northwest Quarter of Section 35, said point being South 1 degree 46 minutes 30 seconds East, 891.32 feet from the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 35;
thence South 89 degrees 27 minutes 51 seconds West, 1171.18 feet to a point on the East line of the Old Northwestern Pacific Railroad right of way, described in Book 16 of Deeds, page 107, Humboldt County Records;
thence North 16 degrees 50 minutes West, 20.84 feet, along said right of way;
thence North 89 degrees 27 minutes 51 seconds East, 1184.74 feet, to the East line of said Northwest Quarter of the Northwest Quarter;
and thence South 1 degree 46 minutes 30 seconds East, 20.00 feet to the point of beginning.

Also a non-exclusive right of way, 50 feet wide, across the South 50 feet of the Southwest Quarter of Southwest Quarter of Section 4, Township 6 North, Range 1 East, Humboldt Base and Meridian.

EXHIBIT B
MCS D PROPERTY LEGAL DESCRIPTION

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

That portion of Sections 29, 32 and 33, Township 7 North, Range 1 East, and Sections 3, 4 and 10, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING at a point on the centerline of Murray Road, as described in an easement deed to the County of Humboldt, recorded June 14, 1968 in [Book 964 Official Records, Page 476](#), at the westerly terminus of the course "South 86 degrees 28 minutes East, 884.66 feet", said point bear South 77 degrees 14 minutes 52 seconds East, 1440.36 feet from the Northwest corner of said Section 33;
thence along said centerline of Murray Road, South 85 degrees 01 minutes 10 seconds East (record bearing South 86 degrees 28 minutes East), 353.41 feet;
thence South 04 degrees 58 minutes 50 seconds West, 40.00 feet;
thence South 48 degrees 26 minutes 40 seconds West, 336.17 feet;
thence North 82 degrees 35 minutes 52 seconds West, 71.49 feet;
thence North 82 degrees 35 minutes 52 seconds West, 7.50 feet, more or less, to the centerline of a truck road commonly known as M-2100 on Green Diamond Resource Company maps;
thence along said centerline the following courses:
South 11 degrees 18 minutes 36 seconds East, 46.65 feet,
South 26 degrees 41 minutes 36 seconds East, 49.95 feet,
South 20 degrees 13 minutes 44 seconds East, 49.98 feet,
South 09 degrees 22 minutes 45 seconds East, 49.81 feet,
South 06 degrees 40 minutes 05 seconds West, 99.66 feet,
South 03 degrees 10 minutes 02 seconds East, 50.01 feet,
South 10 degrees 18 minutes 06 seconds East, 99.99 feet,
South 26 degrees 53 minutes 32 seconds East, 49.40 feet,
South 45 degrees 05 minutes 34 seconds East, 49.78 feet,
South 54 degrees 07 minutes 50 seconds East, 50.01 feet,
South 48 degrees 09 minutes 26 seconds East, 149.94 feet,
South 41 degrees 54 minutes 34 seconds East, 49.85 feet,
South 31 degrees 05 minutes 39 seconds East, 249.86 feet,
South 27 degrees 51 minutes 22 seconds East, 49.88 feet,
South 19 degrees 53 minutes 15 seconds East, 262.34 feet, to the centerline of the truck road commonly known as the M-2000 road on Green Diamond Resource Company maps;
thence along said centerline the following courses:
South 54 degrees 55 minutes 58 seconds West, 14.55 feet,
South 22 degrees 57 minutes 13 seconds West, 48.61 feet,
South 02 degrees 08 minutes 45 seconds East, 49.84 feet,
South 03 degrees 19 minutes 00 seconds West, 49.36 feet,
South 23 degrees 53 minutes 12 seconds West, 49.99 feet,
South 28 degrees 07 minutes 57 seconds West, 99.97 feet,
South 30 degrees 58 minutes 09 seconds West, 100.02 feet,
South 29 degrees 52 minutes 35 seconds West, 99.93 feet,
South 07 degrees 47 minutes 26 seconds West, 49.39 feet,
South 04 degrees 33 minutes 56 seconds East, 99.89 feet,

Legal Description
(continued)

South 15 degrees 09 minutes 35 seconds West, 49.31 feet,
South 61 degrees 47 minutes 37 seconds West, 48.06 feet,
South 85 degrees 11 minutes 42 seconds West, 99.86 feet,
South 66 degrees 43 minutes 54 seconds West, 49.83 feet,
South 47 degrees 37 minutes 45 seconds West, 49.65 feet,
South 27 degrees 01 minutes 32 seconds West, 49.73 feet,
South 16 degrees 15 minutes 25 seconds West, 49.97 feet,
South 10 degrees 51 minutes 48 seconds West, 100.00 feet,
South 19 degrees 13 minutes 16 seconds West, 49.82 feet,
South 30 degrees 08 minutes 25 seconds West, 99.95 feet,
South 37 degrees 52 minutes 11 seconds West, 49.93 feet,
South 52 degrees 08 minutes 12 seconds West, 49.91 feet,
South 60 degrees 57 minutes 40 seconds West, 49.96 feet,
South 67 degrees 38 minutes 27 seconds West, 50.00 feet,
South 74 degrees 06 minutes 40 seconds West, 49.94 feet,
South 84 degrees 41 minutes 07 seconds West, 49.93 feet,
North 85 degrees 15 minutes 14 seconds West, 49.85 feet,
North 74 degrees 49 minutes 36 seconds West, 49.97 feet,
North 68 degrees 29 minutes 42 seconds West, 49.95 feet,
North 57 degrees 52 minutes 04 seconds West, 49.94 feet,
North 50 degrees 44 minutes 07 seconds West, 49.98 feet,
North 44 degrees 42 minutes 44 seconds West, 49.97 feet,
North 36 degrees 42 minutes 42 seconds West, 49.97 feet,
North 30 degrees 22 minutes 46 seconds West, 49.95 feet,
North 26 degrees 47 minutes 54 seconds West, 50.00 feet,
North 31 degrees 53 minutes 21 seconds West, 49.92 feet,
North 43 degrees 16 minutes 29 seconds West, 99.93 feet,
North 32 degrees 26 minutes 57 seconds West, 49.87 feet,
North 26 degrees 52 minutes 52 seconds West, 50.00 feet,
North 24 degrees 41 minutes 31 seconds West, 149.98 feet,
North 31 degrees 11 minutes 44 seconds West, 49.97 feet,
North 39 degrees 38 minutes 19 seconds West, 49.89 feet,
North 50 degrees 41 minutes 35 seconds West, 49.92 feet,
North 66 degrees 25 minutes 39 seconds West, 49.69 feet,
North 84 degrees 58 minutes 24 seconds West, 49.90 feet,
South 86 degrees 34 minutes 48 seconds West, 49.96 feet,
South 73 degrees 15 minutes 24 seconds West, 49.74 feet,
South 59 degrees 28 minutes 36 seconds West, 49.85 feet,
South 49 degrees 52 minutes 31 seconds West, 49.98 feet,
South 41 degrees 58 minutes 59 seconds West, 49.89 feet,
South 34 degrees 20 minutes 25 seconds West, 99.92 feet,
South 45 degrees 05 minutes 36 seconds West, 49.97 feet,
South 58 degrees 44 minutes 01 seconds West, 49.50 feet,
North 87 degrees 43 minutes 27 seconds West, 49.71 feet,
North 72 degrees 56 minutes 55 seconds West, 49.96 feet,
North 65 degrees 12 minutes 18 seconds West, 49.91 feet,
North 51 degrees 35 minutes 42 seconds West, 49.77 feet,
North 40 degrees 10 minutes 33 seconds West, 49.94 feet,

Legal Description
(continued)

North 33 degrees 13 minutes 47 seconds West, 49.98 feet,
North 28 degrees 55 minutes 25 seconds West, 149.97 feet,
North 34 degrees 43 minutes 29 seconds West, 99.95 feet,
North 38 degrees 41 minutes 59 seconds West, 99.93 feet,
North 48 degrees 12 minutes 42 seconds West, 49.99 feet,
North 52 degrees 48 minutes 40 seconds West, 50.00 feet,
North 57 degrees 22 minutes 45 seconds West, 49.95 feet,
North 64 degrees 53 minutes 40 seconds West, 49.97 feet,
North 59 degrees 37 minutes 33 seconds West, 49.97 feet,
North 51 degrees 44 minutes 07 seconds West, 49.93 feet,
North 34 degrees 15 minutes 09 seconds West, 99.78 feet,
North 68 degrees 38 minutes 11 seconds West, 48.03 feet,
South 50 degrees 14 minutes 00 seconds West, 47.06 feet,
South 26 degrees 05 minutes 43 seconds West, 49.92 feet,
South 45 degrees 28 minutes 17 seconds West, 49.43 feet,
South 28 degrees 22 minutes 57 seconds West, 42.36 feet,
South 04 degrees 27 minutes 47 seconds East, 58.15 feet, more or less, to
the centerline of the truck road commonly known as the M-1000 road on Green Diamond Resource Company
maps;
thence along said centerline the following courses:
South 33 degrees 56 minutes 15 seconds East, 50.01 feet,
South 27 degrees 01 minutes 32 seconds East, 99.92 feet,
South 38 degrees 48 minutes 42 seconds East, 49.80 feet,
South 43 degrees 35 minutes 55 seconds East, 49.99 feet,
South 40 degrees 14 minutes 35 seconds East, 50.01 feet,
South 31 degrees 04 minutes 14 seconds East, 99.79 feet,
South 30 degrees 05 minutes 05 seconds East, 100.01 feet,
South 26 degrees 40 minutes 20 seconds East, 99.97 feet,
South 24 degrees 51 minutes 17 seconds East, 100.01 feet,
South 23 degrees 13 minutes 23 seconds East, 99.98 feet,
South 18 degrees 50 minutes 56 seconds East, 99.91 feet,
South 13 degrees 34 minutes 01 seconds East, 99.90 feet,
South 04 degrees 40 minutes 27 seconds East, 99.89 feet,
South 01 degrees 29 minutes 55 seconds East, 99.91 feet,
South 09 degrees 49 minutes 23 seconds East, 99.99 feet,
South 11 degrees 35 minutes 04 seconds East, 99.98 feet,
South 07 degrees 24 minutes 27 seconds East, 49.98 feet,
South 00 degrees 14 minutes 49 seconds East, 49.91 feet,
South 04 degrees 22 minutes 31 seconds East, 99.97 feet,
South 08 degrees 46 minutes 58 seconds East, 99.96 feet,
South 21 degrees 06 minutes 22 seconds East, 99.82 feet,
South 10 degrees 31 minutes 42 seconds East, 99.87 feet,
South 07 degrees 57 minutes 28 seconds East, 100.00 feet,
South 10 degrees 02 minutes 09 seconds East, 49.91 feet,
South 17 degrees 21 minutes 14 seconds East, 99.83 feet,
South 09 degrees 17 minutes 42 seconds East, 49.97 feet,
South 02 degrees 02 minutes 03 seconds East, 49.95 feet,
South 02 degrees 40 minutes 40 seconds West, 99.96 feet,

Legal Description
(continued)

South 08 degrees 56 minutes 05 seconds East, 49.81 feet,
South 20 degrees 58 minutes 43 seconds East, 199.82 feet,
South 30 degrees 13 minutes 13 seconds East, 49.88 feet,
South 37 degrees 08 minutes 44 seconds East, 49.93 feet,
South 18 degrees 42 minutes 37 seconds East, 49.95 feet,
South 13 degrees 32 minutes 34 seconds East, 49.94 feet,
South 22 degrees 55 minutes 50 seconds East, 49.88 feet,
South 35 degrees 25 minutes 06 seconds East, 49.93 feet,
South 41 degrees 26 minutes 37 seconds East, 49.98 feet,
South 47 degrees 36 minutes 02 seconds East, 99.91 feet,
South 43 degrees 20 minutes 39 seconds East, 100.00 feet,
South 43 degrees 14 minutes 27 seconds East, 349.96 feet,
South 34 degrees 33 minutes 48 seconds East, 49.90 feet,
South 30 degrees 07 minutes 38 seconds East, 50.00 feet,
South 29 degrees 15 minutes 34 seconds East, 100.00 feet,
South 33 degrees 56 minutes 07 seconds East, 99.99 feet,
South 38 degrees 27 minutes 19 seconds East, 99.95 feet,
South 48 degrees 39 minutes 09 seconds East, 49.99 feet,
South 55 degrees 01 minutes 08 seconds East, 49.94 feet,
South 60 degrees 10 minutes 49 seconds East, 50.00 feet,
South 63 degrees 16 minutes 23 seconds East, 50.00 feet,
South 73 degrees 35 minutes 02 seconds East, 99.88 feet,
South 77 degrees 44 minutes 11 seconds East, 100.00 feet,
South 82 degrees 09 minutes 36 seconds East, 99.98 feet,
North 88 degrees 07 minutes 23 seconds East, 49.95 feet,
North 83 degrees 26 minutes 58 seconds East, 49.93 feet,
South 84 degrees 43 minutes 22 seconds East, 49.88 feet,
South 75 degrees 51 minutes 15 seconds East, 49.99 feet,
South 73 degrees 29 minutes 19 seconds East, 149.90 feet,
South 63 degrees 22 minutes 01 seconds East, 99.98 feet,
South 59 degrees 39 minutes 10 seconds East, 99.98 feet,
South 58 degrees 30 minutes 15 seconds East, 99.95 feet,
South 47 degrees 48 minutes 02 seconds East, 49.78 feet,
South 42 degrees 37 minutes 08 seconds East, 49.99 feet,
South 50 degrees 26 minutes 09 seconds East, 49.91 feet,
South 61 degrees 13 minutes 11 seconds East, 49.91 feet,
South 72 degrees 03 minutes 48 seconds East, 99.94 feet,
South 68 degrees 04 minutes 39 seconds East, 49.98 feet,
South 63 degrees 50 minutes 58 seconds East, 49.95 feet,
South 54 degrees 58 minutes 23 seconds East, 49.97 feet,
South 46 degrees 09 minutes 25 seconds East, 49.90 feet,
South 38 degrees 40 minutes 26 seconds East, 49.99 feet,
South 34 degrees 00 minutes 09 seconds East, 50.00 feet,
South 30 degrees 58 minutes 23 seconds East, 49.99 feet,
South 26 degrees 21 minutes 17 seconds East, 150.02 feet,
South 23 degrees 39 minutes 24 seconds East, 100.01 feet,
South 29 degrees 11 minutes 07 seconds East, 50.01 feet,
South 34 degrees 39 minutes 59 seconds East, 49.97 feet,

Legal Description
(continued)

South 37 degrees 42 minutes 46 seconds East, 100.01 feet,
South 41 degrees 08 minutes 38 seconds East, 99.98 feet,
South 38 degrees 23 minutes 39 seconds East, 100.02 feet,
South 42 degrees 32 minutes 52 seconds East, 50.01 feet,
South 54 degrees 01 minutes 56 seconds East, 99.97 feet,
South 50 degrees 15 minutes 56 seconds East, 49.85 feet,
South 23 degrees 35 minutes 38 seconds East, 49.09 feet,
South 05 degrees 20 minutes 52 seconds East, 49.96 feet,
South 03 degrees 34 minutes 14 seconds West, 49.95 feet,
South 08 degrees 25 minutes 57 seconds West, 49.99 feet,
South 00 degrees 43 minutes 41 seconds East, 49.83 feet,
South 20 degrees 24 minutes 39 seconds East, 49.74 feet,
South 41 degrees 24 minutes 15 seconds East, 49.94 feet,
South 51 degrees 34 minutes 44 seconds East, 49.89 feet,
South 55 degrees 22 minutes 18 seconds East, 49.98 feet,
South 62 degrees 29 minutes 07 seconds East, 50.00 feet,
South 68 degrees 00 minutes 39 seconds East, 99.92 feet,
South 52 degrees 50 minutes 16 seconds East, 49.43 feet,
South 31 degrees 12 minutes 34 seconds East, 49.69 feet,
South 22 degrees 16 minutes 42 seconds East, 100.00 feet,
South 29 degrees 03 minutes 35 seconds East, 49.87 feet,
South 36 degrees 29 minutes 59 seconds East, 149.99 feet,
South 40 degrees 18 minutes 09 seconds East, 100.01 feet,
South 43 degrees 36 minutes 14 seconds East, 50.01 feet,
South 58 degrees 30 minutes 39 seconds East, 49.60 feet,
South 84 degrees 26 minutes 31 seconds East, 49.43 feet,
North 72 degrees 12 minutes 38 seconds East, 50.01 feet,
North 86 degrees 50 minutes 19 seconds East, 49.09 feet,
South 53 degrees 58 minutes 16 seconds East, 49.50 feet,
South 38 degrees 03 minutes 41 seconds East, 49.89 feet,
South 35 degrees 26 minutes 22 seconds East, 150.03 feet,
South 40 degrees 58 minutes 56 seconds East, 49.98 feet,
South 44 degrees 18 minutes 22 seconds East, 49.99 feet,
South 38 degrees 53 minutes 19 seconds East, 49.97 feet,
South 27 degrees 37 minutes 31 seconds East, 99.85 feet,
South 29 degrees 40 minutes 50 seconds East, 50.00 feet,
South 33 degrees 37 minutes 30 seconds East, 50.00 feet,
South 36 degrees 40 minutes 01 seconds East, 49.99 feet,
South 41 degrees 30 minutes 46 seconds East, 49.95 feet,
South 47 degrees 47 minutes 02 seconds East, 49.95 feet,
South 54 degrees 25 minutes 42 seconds East, 49.73 feet,
South 46 degrees 10 minutes 38 seconds East, 150.00 feet,
South 47 degrees 34 minutes 40 seconds East, 199.99 feet,
South 43 degrees 24 minutes 31 seconds East, 49.98 feet,
South 39 degrees 15 minutes 46 seconds East, 50.00 feet,
South 35 degrees 29 minutes 50 seconds East, 100.00 feet,
South 31 degrees 11 minutes 12 seconds East, 200.01 feet,
South 33 degrees 20 minutes 26 seconds East, 100.00 feet,

Legal Description
(continued)

South 36 degrees 35 minutes 52 seconds East, 149.96 feet,
South 31 degrees 30 minutes 21 seconds East, 49.98 feet,
South 26 degrees 32 minutes 29 seconds East, 49.99 feet,
South 23 degrees 12 minutes 37 seconds East, 49.99 feet,
South 17 degrees 27 minutes 07 seconds East, 200.00 feet,
South 14 degrees 17 minutes 10 seconds East, 150.01 feet,
South 18 degrees 19 minutes 16 seconds East, 49.96 feet,
South 14 degrees 03 minutes 44 seconds East, 49.92 feet,
South 06 degrees 50 minutes 53 seconds East, 49.91 feet,
South 19 degrees 22 minutes 29 seconds East, 49.88 feet,
South 26 degrees 22 minutes 10 seconds East, 250.02 feet,
South 31 degrees 54 minutes 30 seconds East, 50.01 feet,
South 34 degrees 36 minutes 59 seconds East, 99.97 feet,
South 40 degrees 22 minutes 18 seconds East, 49.98 feet,
South 44 degrees 59 minutes 40 seconds East, 50.00 feet,
South 51 degrees 02 minutes 19 seconds East, 99.88 feet,
South 44 degrees 46 minutes 11 seconds East, 49.95 feet,
South 38 degrees 22 minutes 39 seconds East, 149.96 feet,
South 35 degrees 01 minutes 38 seconds East, 200.02 feet,
South 33 degrees 47 minutes 44 seconds East, 300.02 feet, more or less, to
the centerline of the truck road commonly known as the M-1400 road on Green Diamond Resource Company
maps;
thence along said centerline the following courses:
South 75 degrees 55 minutes 45 seconds East, 148.27 feet,
South 69 degrees 31 minutes 31 seconds East, 99.96 feet,
South 61 degrees 06 minutes 45 seconds East, 99.94 feet,
South 54 degrees 34 minutes 44 seconds East, 49.96 feet,
South 47 degrees 57 minutes 05 seconds East, 49.96 feet,
South 44 degrees 20 minutes 16 seconds East, 100.01 feet,
South 41 degrees 39 minutes 19 seconds East, 49.99 feet,
South 31 degrees 45 minutes 45 seconds East, 49.81 feet,
South 23 degrees 21 minutes 13 seconds East, 50.00 feet,
South 33 degrees 06 minutes 17 seconds East, 49.55 feet,
South 52 degrees 55 minutes 59 seconds East, 49.79 feet,
South 64 degrees 46 minutes 43 seconds East, 49.93 feet,
South 66 degrees 58 minutes 08 seconds East, 50.00 feet,
South 46 degrees 00 minutes 14 seconds East, 49.52 feet,
South 32 degrees 56 minutes 55 seconds East, 49.92 feet, more or less, to
the centerline of the truck road commonly known as the M-1600 road on Green Diamond Resource Company
maps;
thence along said centerline the following courses:
South 34 degrees 42 minutes 02 seconds West, 44.60 feet,
South 63 degrees 53 minutes 32 seconds West, 49.26 feet,
South 79 degrees 29 minutes 09 seconds West, 50.00 feet,
South 72 degrees 44 minutes 21 seconds West, 99.95 feet,
South 68 degrees 23 minutes 42 seconds West, 99.99 feet,
South 61 degrees 45 minutes 42 seconds West, 49.96 feet,
South 55 degrees 00 minutes 09 seconds West, 50.00 feet,

Legal Description
(continued)

South 48 degrees 38 minutes 06 seconds West, 49.97 feet,
South 44 degrees 40 minutes 04 seconds West, 49.99 feet,
South 40 degrees 06 minutes 31 seconds West, 99.53 feet, more or less, to
the centerline of the truck road commonly known as the M-1000 road on Green Diamond Resource Company
maps;

thence along said centerline the following courses:

South 00 degrees 14 minutes 11 seconds West, 49.92 feet,
South 04 degrees 05 minutes 58 seconds East, 99.77 feet,
South 17 degrees 05 minutes 56 seconds West, 99.72 feet,
South 13 degrees 34 minutes 42 seconds West, 149.95 feet,
South 21 degrees 22 minutes 44 seconds West, 49.98 feet,
South 24 degrees 31 minutes 01 seconds West, 99.98 feet,
South 19 degrees 49 minutes 53 seconds West, 99.99 feet,
South 13 degrees 33 minutes 52 seconds West, 49.97 feet,
South 08 degrees 58 minutes 44 seconds West, 50.01 feet,
South 09 degrees 16 minutes 41 seconds West, 99.97 feet,
South 12 degrees 34 minutes 17 seconds West, 100.00 feet,
South 13 degrees 59 minutes 12 seconds West, 100.02 feet,
South 09 degrees 55 minutes 20 seconds West, 100.00 feet,
South 05 degrees 33 minutes 46 seconds West, 99.94 feet,
South 01 degrees 54 minutes 20 seconds East, 99.96 feet,
South 05 degrees 23 minutes 38 seconds East, 100.02 feet,
South 04 degrees 05 minutes 17 seconds East, 100.00 feet,
South 06 degrees 38 minutes 04 seconds East, 163.64 feet, more or less, to

the South line of the Northwest Quarter of said Section 10;
thence Westerly along the South line of the Northwest Quarter of said Section 10, 575 feet, more or less, to the
Southwest corner of said Northwest Quarter;

thence North along the West line of said Section 10, for a distance of 2640 feet, more or less, to the Northwest
corner of said Section 10;

thence Westerly along the South line of said Section 4, for a distance of 1967 feet, more or less, to the center of

an unnamed creek; thence along the center of said creek the following courses:

North 53 degrees 31 minutes 27 seconds West, 117.21 feet,
North 23 degrees 47 minutes 15 seconds West, 30.27 feet,
North 39 degrees 46 minutes 47 seconds West, 65.60 feet,
North 16 degrees 39 minutes 39 seconds West, 31.36 feet,
North 03 degrees 35 minutes 38 seconds West, 32.70 feet,
North 20 degrees 27 minutes 42 seconds East, 31.29 feet,
North 29 degrees 10 minutes 37 seconds East, 32.78 feet,
North 37 degrees 27 minutes 12 seconds East, 31.82 feet,
North 58 degrees 05 minutes 35 seconds East, 23.44 feet,
North 07 degrees 12 minutes 03 seconds East, 32.79 feet,
North 29 degrees 20 minutes 22 seconds East, 32.43 feet,
North 11 degrees 45 minutes 33 seconds West, 28.26 feet,
North 05 degrees 03 minutes 01 seconds West, 32.03 feet,
North 19 degrees 41 minutes 05 seconds West, 32.33 feet,
North 01 degrees 38 minutes 23 seconds East, 30.40 feet,
North 21 degrees 43 minutes 42 seconds East, 32.09 feet,

Legal Description
(continued)

North 40 degrees 37 minutes 28 seconds East, 32.07 feet,
North 32 degrees 59 minutes 15 seconds East, 32.34 feet,
North 10 degrees 22 minutes 12 seconds West, 31.44 feet,
North 41 degrees 23 minutes 25 seconds West, 32.46 feet,
North 19 degrees 09 minutes 08 seconds West, 64.92 feet,
North 50 degrees 50 minutes 43 seconds West, 32.01 feet,
North 09 degrees 00 minutes 39 seconds West, 31.92 feet,
North 16 degrees 59 minutes 59 seconds West, 32.32 feet,
North 12 degrees 13 minutes 13 seconds West, 32.22 feet,
North 00 degrees 03 minutes 09 seconds East, 32.81 feet,
North 22 degrees 27 minutes 15 seconds West, 30.32 feet,
North 15 degrees 53 minutes 32 seconds West, 28.16 feet,
North 02 degrees 25 minutes 50 seconds West, 32.07 feet,
North 40 degrees 40 minutes 40 seconds West, 32.56 feet,
North 28 degrees 12 minutes 53 seconds West, 32.47 feet,
North 38 degrees 27 minutes 14 seconds West, 96.51 feet,
North 56 degrees 11 minutes 18 seconds West, 30.06 feet,
North 06 degrees 36 minutes 20 seconds East, 29.56 feet,
North 28 degrees 45 minutes 07 seconds West, 27.77 feet,
North 65 degrees 06 minutes 25 seconds West, 31.88 feet,
North 67 degrees 58 minutes 38 seconds West, 32.19 feet,
North 33 degrees 10 minutes 25 seconds West, 30.78 feet,
North 50 degrees 42 minutes 05 seconds West, 65.41 feet,
North 67 degrees 36 minutes 30 seconds West, 64.89 feet,
North 22 degrees 44 minutes 12 seconds West, 32.42 feet,
North 44 degrees 06 minutes 24 seconds West, 32.66 feet,
North 38 degrees 04 minutes 14 seconds West, 32.64 feet,
North 49 degrees 34 minutes 05 seconds West, 96.95 feet,
North 82 degrees 40 minutes 30 seconds West, 32.71 feet,
North 88 degrees 42 minutes 41 seconds West, 65.37 feet, more or less, to the West line of the Southeast Quarter of said Section 4;
thence Northerly along the West line of the Southeast Quarter of said Section 4, for a distance of 1300 feet, more or less, to the Northwest corner of said Southeast Quarter of Section 4;
thence Westerly along the South line of the Southeast Quarter of the Northwest Quarter of said Section 4, for a distance of 1320 feet, more or less, to the Southwest corner of said Southeast Quarter of the Northwest Quarter of said Section 4;
thence Northerly along the West line of the Southeast Quarter of the Northwest Quarter of said Section 4, for a distance of 1320 feet, more or less, to the Northwest corner of said Southeast Quarter of the Northwest Quarter;
thence Westerly, along the South line of the Northwest Quarter of the Northwest Quarter of said Section 4, for a distance of 245.96 feet;
thence North 21 degrees 56 minutes 31 seconds West, 650.05 feet, more or less, to the center of an unnamed creek;
thence along said creek the following courses:
North 31 degrees 30 minutes 09 seconds West, 17.15 feet,
North 23 degrees 02 minutes 25 seconds West, 32.30 feet,
North 33 degrees 00 minutes 58 seconds West, 30.89 feet,

Legal Description
(continued)

North 20 degrees 13 minutes 56 seconds West, 30.85 feet,
North 41 degrees 13 minutes 08 seconds West, 65.41 feet,
North 13 degrees 49 minutes 56 seconds West, 31.33 feet,
North 39 degrees 26 minutes 15 seconds West, 32.10 feet,
North 42 degrees 54 minutes 03 seconds West, 65.64 feet,
North 16 degrees 18 minutes 29 seconds West, 32.12 feet,
North 30 degrees 05 minutes 48 seconds West, 32.52 feet,
North 42 degrees 19 minutes 52 seconds West, 38.88 feet,
North 33 degrees 32 minutes 51 seconds West, 63.57 feet,
North 19 degrees 05 minutes 53 seconds West, 32.24 feet,
North 50 degrees 34 minutes 12 seconds West, 64.84 feet,
North 42 degrees 49 minutes 39 seconds West, 32.64 feet,
North 21 degrees 12 minutes 21 seconds West, 63.59 feet,
North 39 degrees 25 minutes 34 seconds West, 32.47 feet,
North 57 degrees 39 minutes 43 seconds West, 30.68 feet,
North 72 degrees 47 minutes 42 seconds West, 31.68 feet,
North 42 degrees 27 minutes 02 seconds West, 30.52 feet,
North 54 degrees 35 minutes 40 seconds West, 32.24 feet,
North 78 degrees 29 minutes 42 seconds West, 32.24 feet,
North 52 degrees 47 minutes 24 seconds West, 32.34 feet,
North 68 degrees 38 minutes 24 seconds West, 32.54 feet,
North 81 degrees 14 minutes 07 seconds West, 32.81 feet,
North 75 degrees 58 minutes 05 seconds West, 32.54 feet,
North 54 degrees 43 minutes 12 seconds West, 32.58 feet,
North 42 degrees 12 minutes 24 seconds West, 32.79 feet,
North 30 degrees 48 minutes 33 seconds West, 29.94 feet, more or less, to
a point that bears East from the Northwest corner of said Section 4;
thence West, 126.51 feet to the Northwest corner of said Section 4;
thence along the South line of the Southeast Quarter of said Section 32, North 88 degrees 15 minutes 34 seconds
West, 56.10 feet;
thence North 02 degrees 36 minutes 49 seconds East, 75.49 feet;
thence North 86 degrees 13 minutes 11 seconds West, 187.48 feet;
thence North 88 degrees 33 minutes 11 seconds West, 177.13 feet;
thence South 01 degree 26 minutes 49 seconds West, 81.25 feet, more or less, to said South line of the
Southeast Quarter of Section 32;
thence North 88 degrees 15 minutes 34 seconds West, along said South line of the Southeast Quarter of Section
32, for a distance of 2248.71 feet, more or less, to the Southwest corner thereof;
thence Northerly, along the West line of the Southwest Quarter of the Southeast Quarter of said Section 32, for a
distance of 1320 feet, more or less, to the Northwest corner thereof;
thence Easterly, along the North line of the Southwest Quarter of the Southeast Quarter of said Section 32, for a
distance of 1320 feet, more or less, to the Northeast corner thereof;
thence Northerly along the West line of the Northeast Quarter of the Southeast Quarter of said Section 32, for a
distance of 1320 feet, more or less, to the Northwest corner thereof.

Legal Description
(continued)

thence Westerly along the South line of the Northeast Quarter of said Section 32, to the Southwest corner thereof;
thence Northerly along the West line of the Northeast Quarter of said Section 32, to a point that is parallel with and 50 feet east of the centerline of the Humboldt Northern Railway;
thence Northerly along said line that is parallel with and 50 feet East of the centerline of the Humboldt Northern Railway, to the Northerly line of Murray Road, as described in an easement deed to the County of Humboldt, recorded June 14, 1968 in [Book 964 Official Records, Page 476](#), being a point on the Southerly line of that parcel of land conveyed to Beau Pre Corporation by deed recorded June 1, 1977 in Book 1424 Official Records, Page 409;
thence Easterly along said Southerly line to the Southeast corner of said parcel, being a point on the Westerly line of that parcel of land conveyed to Norton Creek Estates II by deed recorded July 21, 1992 as [Instrument No. 1992-20792-4](#);
thence South 20 degrees 31 minutes West, along said Westerly line, 40 feet, more or less, to the centerline of Murray Road, as described in said easement deed to the County of Humboldt;
thence Easterly along said centerline of Murray Road to the POINT OF BEGINNING.

EXCEPTING THEREFROM the parcel of land 25 feet by 100 feet conveyed to the County of Humboldt by deed recorded March 9, 1977 in [Book 1399 of Official Records, Page 422](#).

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Kevin D. Alto and Sara A. Alto, as Trustees of the 2011 Kevin and Sara Alto Living Trust, dated December 14, 2011, by deed recorded October 31, 2023, as [Instrument No. 2023-014378](#), Humboldt County Records.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to Brad J. Suchanek and Laura E. Suchanek, Trustees of the Brad J. Suchanek and Laura E. Suchanek Declaration of Trust dated March 5, 2021, by deed recorded October 31, 2023 as [Instrument No. 2023-014380](#), Humboldt County Records.

Note, it is the intent that the legal boundary of the parcel described herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed. It is also the intent that the legal boundary of parcels described herein as "along the centerline" of a creek or gulch follow the natural meanderings of said creek. Courses along said centerlines are informational and are to be considered secondary to the physical location of called for creeks and roads.

BASIS OF BEARINGS is the California Coordinate System (CCS) Zone 1, NAD83 (2011), Epoch 2010.000. Distances shown hereon are grid distances. To obtain ground distances, divide the grid distances shown hereon by the combined factor of 0.99987807.

This description is based on a Record of Survey map for Green Diamond Resource Company of the McKinleyville Community Forest, to be filed with the Humboldt County Recorder subsequent to the recordation of this document.

EXHIBIT C

Map showing Green Diamond and MCSD Property

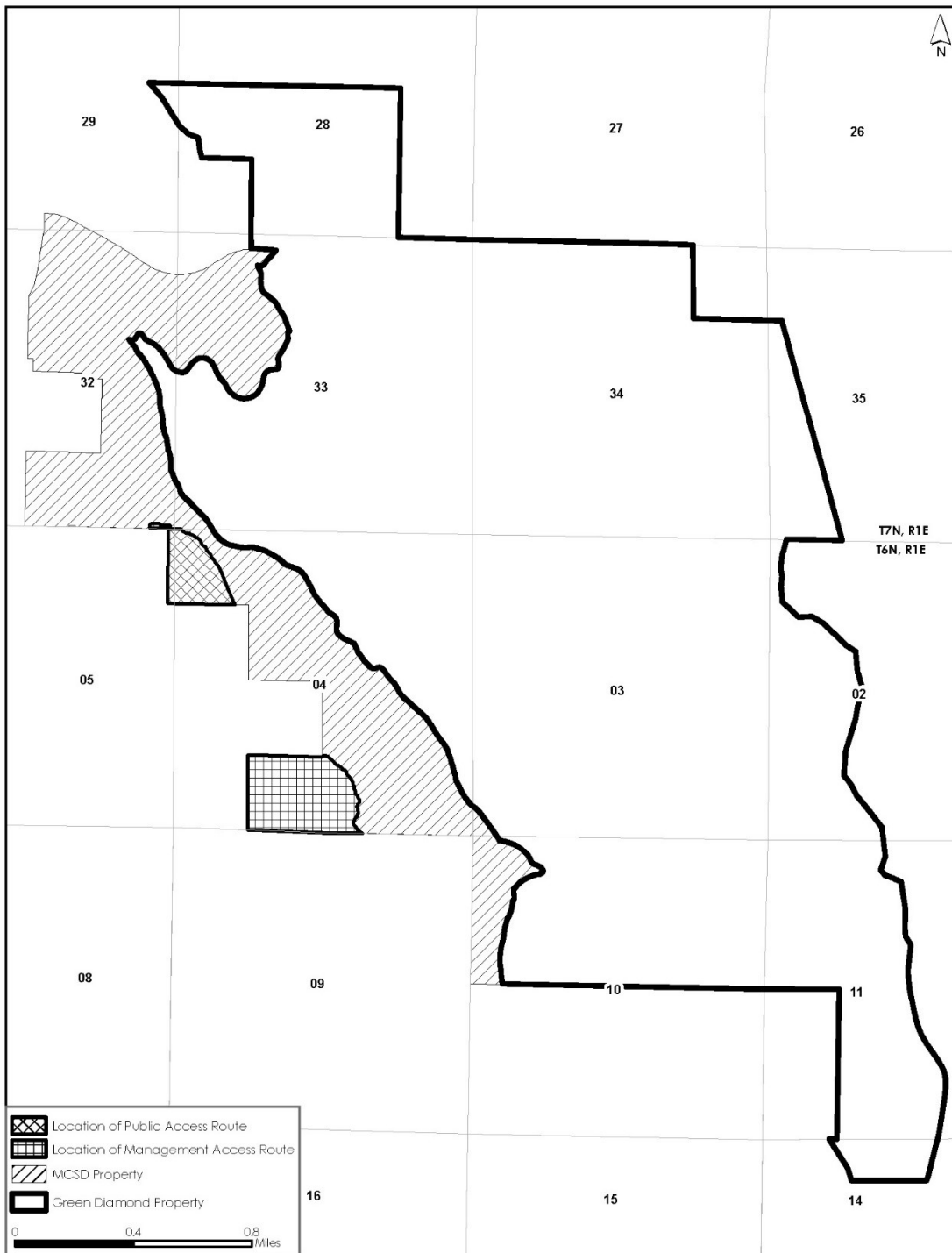
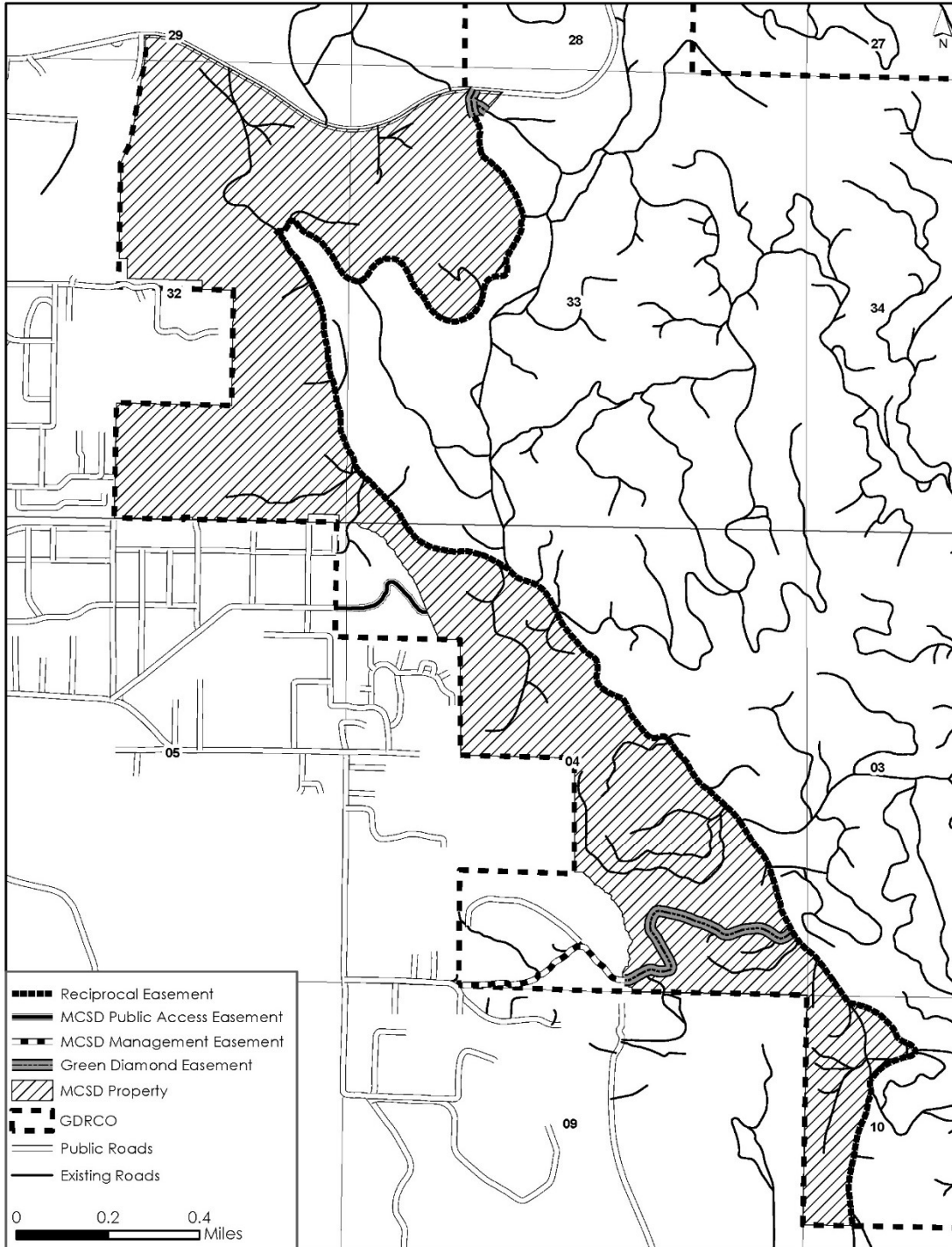


EXHIBIT D
Map showing Reciprocal Easement and MCSD/Green Diamond Easements



**EXHIBIT D-1
PUBLIC ACCESS EASEMENT**

EXHIBIT D-1

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

A non-exclusive easement for ingress, egress, private utilities and public utilities, Sixty (60) feet in width, the centerline of which is described as follows:

BEGINNING at a point at the intersection of the centerline of First Street and the East boundary line of Calville Subdivision per Book 12 of Maps, Pages 42 and 43, said point being monumented by a screw head in concrete in monument well with cover, as shown on Book 62 of Surveys, Pages 2 and 3 (corner note 2 thereon);

thence along said centerline the following courses:

South 88 degrees 25 minutes 02 seconds East, 317.05 feet;
North 70 degrees 57 minutes 15 seconds East, 67.77 feet;
North 73 degrees 04 minutes 26 seconds East, 56.27 feet;
North 54 degrees 38 minutes 58 seconds East, 39.56 feet;
North 33 degrees 14 minutes 10 seconds East, 31.08 feet;
North 17 degrees 46 minutes 00 seconds East, 55.68 feet;
North 14 degrees 08 minutes 22 seconds East, 64.44 feet;
North 12 degrees 50 minutes 52 seconds East, 54.53 feet;
North 28 degrees 59 minutes 45 seconds East, 39.49 feet;
North 37 degrees 35 minutes 05 seconds East, 29.00 feet;
North 67 degrees 44 minutes 58 seconds East, 25.62 feet;
South 82 degrees 27 minutes 07 seconds East, 29.40 feet;
South 45 degrees 40 minutes 11 seconds East, 34.47 feet;
South 30 degrees 29 minutes 10 seconds East, 35.32 feet;
South 24 degrees 13 minutes 50 seconds East, 86.19 feet;
South 44 degrees 49 minutes 50 seconds East, 43.94 feet;
South 31 degrees 31 minutes 11 seconds East, 53.73 feet;
South 37 degrees 00 minutes 22 seconds East, 55.17 feet;
South 37 degrees 52 minutes 32 seconds East, 151.44 feet;
South 42 degrees 27 minutes 56 seconds East, 53.94 feet;
South 87 degrees 13 minutes 20 seconds East, 21.34 feet;
South 64 degrees 04 minutes 47 seconds East, 32.30 feet;
South 77 degrees 56 minutes 11 seconds East, 27.86 feet;
North 77 degrees 59 minutes 28 seconds East, 88.75 feet, more or less, to

the Westerly boundary of the McKinleyville Community Forest as described in Instrument No. _____, Humboldt County Records, said point being the terminus of this description.

BASIS OF BEARINGS is the California Coordinate System (CCS) Zone 1, NAD83 (2011), Epoch 2010.000. Distances shown hereon are grid distances. To obtain ground distances, divide the grid distances shown hereon by the combined factor of 0.99987807.

This description is based on a Record of Survey map for Green Diamond Resource Company of the McKinleyville Community Forest, to be filed with the Humboldt County Recorder subsequent to the recordation of this document.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: Nov. 28, 2023



**EXHIBIT D-2
MANAGEMENT EASEMENT**

EXHIBIT D-2

That portion of the South Half of Section 4, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

A non-exclusive easement for ingress, egress, private utilities and public utilities, Sixty (60) feet in width, the centerline of which is described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 4, as said point is shown on Book 23 of Maps, Pages 104 through 107, Humboldt County Records;

thence Northerly along the West line of the Southeast Quarter of the Southwest Quarter of said Section 4, North 01 degrees 01 minutes 24 seconds East (record North 00 degrees 20 minutes 40 seconds West), 30.00 feet, to the TRUE POINT OF BEGINNING;

thence leaving said West line, parallel with the South line of the Southeast Quarter of the Southwest Quarter of said Section 4 at a uniform distance of 30.00 North of said South line, South 86 degrees 55 minutes 36 seconds East (record South 88 degrees 17 minutes 40 seconds East), 397.31 feet, more or less, to the centerline of an existing road;

thence along said centerline the following courses:

North 79 degrees 37 minutes 52 seconds East, 68.06 feet;
South 89 degrees 49 minutes 07 seconds East, 52.58 feet;
South 76 degrees 49 minutes 05 seconds East, 103.49 feet;
North 80 degrees 13 minutes 28 seconds East, 187.76 feet;
North 69 degrees 36 minutes 41 seconds East, 57.25 feet;
North 58 degrees 12 minutes 07 seconds East, 42.39 feet;
North 38 degrees 41 minutes 19 seconds East, 36.54 feet;
North 65 degrees 20 minutes 46 seconds East, 53.72 feet;
North 60 degrees 30 minutes 00 seconds East, 61.36 feet;
North 43 degrees 48 minutes 36 seconds East, 61.29 feet;
North 42 degrees 32 minutes 29 seconds East, 81.04 feet;
North 62 degrees 44 minutes 37 seconds East, 78.00 feet;
North 49 degrees 46 minutes 29 seconds East, 67.47 feet;
North 43 degrees 13 minutes 25 seconds East, 58.46 feet;
North 52 degrees 52 minutes 28 seconds East, 66.42 feet;
North 57 degrees 18 minutes 49 seconds East, 55.48 feet;
North 78 degrees 55 minutes 20 seconds East, 34.75 feet;
South 65 degrees 26 minutes 17 seconds East, 29.70 feet;
South 51 degrees 14 minutes 45 seconds East, 38.59 feet;
South 38 degrees 14 minutes 07 seconds East, 117.28 feet;
South 44 degrees 23 minutes 01 seconds East, 88.15 feet;
South 45 degrees 25 minutes 55 seconds East, 105.06 feet;
South 39 degrees 11 minutes 48 seconds East, 77.75 feet;
South 40 degrees 57 minutes 44 seconds East, 76.39 feet;
South 51 degrees 23 minutes 44 seconds East, 41.51 feet;
South 87 degrees 57 minutes 10 seconds East, 33.47 feet;

South 88 degrees 36 minutes 02 seconds East, 68.61 feet, more or less, to the Westerly boundary of the McKinleyville Community Forest as described in Instrument No. _____, Humboldt County Records, said point being the terminus of this description.

Note, it is the intent that the legal description of this easement herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed.

BASIS OF BEARINGS is the California Coordinate System (CCS) Zone 1, NAD83 (2011), Epoch 2010.000. Distances shown hereon are grid distances. To obtain ground distances, divide the grid distances shown hereon by the combined factor of 0.99987807.

This description is based on a Record of Survey map for Green Diamond Resource Company of the McKinleyville Community Forest, to be filed with the Humboldt County Recorder subsequent to the recordation of this document.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: NOV. 28, 2023



**EXHIBIT D-3
GREEN DIAMOND EASEMENT (COCHRANE)**

EXHIBIT D-3

That portion of the South Half of Section 4, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

A non-exclusive easement for ingress, egress, private utilities and public utilities, Sixty (60) feet in width, over an existing road the centerline of which is described as follows:

BEGINNING on the Westerly boundary of the McKinleyville Community Forest as described in Instrument No. _____, Humboldt County Records, at a point that bears South 39 degrees 46 minutes 47 seconds East, 12.80 feet from the Northerly terminus of a line that bears North 39 degrees 46 minutes 47 seconds West, having a distance of 65.60 feet;

thence along said centerline the following courses:

South 88 degrees 36 minutes 02 seconds East, 47.62 feet;
North 73 degrees 32 minutes 52 seconds East, 49.51 feet;
North 62 degrees 31 minutes 25 seconds East, 84.04 feet;
North 60 degrees 11 minutes 29 seconds East, 71.52 feet;
North 70 degrees 32 minutes 37 seconds East, 63.94 feet;
South 88 degrees 37 minutes 26 seconds East, 42.05 feet;
South 72 degrees 34 minutes 18 seconds East, 69.03 feet;
South 84 degrees 35 minutes 25 seconds East, 66.68 feet;
North 60 degrees 39 minutes 18 seconds East, 93.74 feet;
North 03 degrees 14 minutes 06 seconds East, 48.42 feet;
North 30 degrees 26 minutes 18 seconds West, 114.02 feet;
North 32 degrees 37 minutes 22 seconds West, 82.88 feet;
North 23 degrees 53 minutes 48 seconds West, 87.22 feet;
North 31 degrees 10 minutes 30 seconds West, 69.65 feet;
North 40 degrees 07 minutes 05 seconds West, 70.89 feet;
North 26 degrees 05 minutes 36 seconds West, 56.79 feet;
North 00 degrees 27 minutes 13 seconds East, 64.67 feet;
North 11 degrees 57 minutes 46 seconds East, 63.54 feet;
North 21 degrees 56 minutes 30 seconds East, 55.28 feet;
North 59 degrees 47 minutes 48 seconds East, 46.15 feet;
South 85 degrees 36 minutes 55 seconds East, 46.98 feet;
South 52 degrees 23 minutes 24 seconds East, 66.02 feet;
South 72 degrees 50 minutes 24 seconds East, 37.81 feet;
North 78 degrees 47 minutes 44 seconds East, 59.52 feet;
South 83 degrees 54 minutes 55 seconds East, 55.20 feet;
South 72 degrees 48 minutes 29 seconds East, 75.32 feet;
South 68 degrees 11 minutes 24 seconds East, 99.16 feet;
South 68 degrees 12 minutes 30 seconds East, 90.93 feet;
South 71 degrees 22 minutes 36 seconds East, 81.97 feet;
South 68 degrees 08 minutes 04 seconds East, 90.31 feet;
South 54 degrees 25 minutes 45 seconds East, 78.64 feet;
South 51 degrees 43 minutes 44 seconds East, 49.15 feet;
South 75 degrees 24 minutes 13 seconds East, 42.56 feet;

GREEN DIAMOND EASEMENT AREA - COCHRANE ROAD - Page 1 of 2

North 82 degrees 35 minutes 19 seconds East, 49.39 feet;
North 68 degrees 33 minutes 59 seconds East, 99.06 feet;
North 75 degrees 36 minutes 47 seconds East, 73.36 feet;
North 83 degrees 26 minutes 23 seconds East, 129.57 feet;
South 86 degrees 41 minutes 03 seconds East, 69.94 feet;
South 70 degrees 12 minutes 14 seconds East, 72.35 feet;
South 52 degrees 24 minutes 03 seconds East, 91.46 feet;
South 61 degrees 23 minutes 52 seconds East, 56.98 feet;
South 82 degrees 55 minutes 09 seconds East, 42.49 feet;
North 73 degrees 20 minutes 23 seconds East, 36.67 feet;
North 57 degrees 12 minutes 15 seconds East, 42.45 feet;
North 60 degrees 21 minutes 42 seconds East, 61.98 feet, more or less, to
the centerline of a truck road commonly known as M-1000 on Green Diamond Resource
Company maps, said point being the terminus of this description.

Note, it is the intent that the legal description of this easement herein as "along the
centerline" of roads, where called for, be the centerline of said road at the date of
execution of this deed.

BASIS OF BEARINGS is the California Coordinate System (CCS) Zone 1, NAD83
(2011), Epoch 2010.000. Distances shown hereon are grid distances. To obtain ground
distances, divide the grid distances shown hereon by the combined factor of 0.99987807.

This description is based on a Record of Survey map for Green Diamond Resource
Company of the McKinleyville Community Forest, to be filed with the Humboldt County
Recorder subsequent to the recordation of this document.

Prepared by:

Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: Nov. 28, 2023



EXHIBIT D-4
GREEN DIAMOND EASEMENT (MURRAY)

EXHIBIT D-4

That portion of the Northwest Quarter of Section 33, Township 7 North, Range 1 East, Humboldt Meridian, described as follows:

A non-exclusive easement for ingress, egress, private utilities and public utilities, Sixty (60) feet in width, the centerline of which is described as follows:

PARCEL ONE

BEGINNING at a point on the centerline of a truck road commonly known as M-2100 on Green Diamond Resource Company Maps, said point being on the Easterly boundary of the McKinleyville Community Forest as described in Instrument No. _____, Humboldt County Records, said point being the Westerly terminus of a line that bears North 82 degrees 35 minutes 52 seconds West, having a distance of 7.50 feet;
thence Northerly along said truck road M-2100 the following courses:
North 26 degrees 24 minutes 04 seconds West, 56.70 feet;
North 06 degrees 56 minutes 10 seconds West, 80.22 feet, more or less, to the centerline of a truck road commonly known as M-2000 on Green Diamond Resource Company maps, said point hereon referred to as Point 'A';
thence Northerly along said truck road M-2000 the following courses:
North 00 degrees 15 minutes 41 seconds West, 34.41 feet;
North 22 degrees 17 minutes 08 seconds East, 57.92 feet;
North 00 degrees 39 minutes 10 seconds East, 24.28 feet, more or less, to the Southerly Right of Way line of Murray Road, as described in an easement deed to the County of Humboldt, recorded June 14, 1968 in Book 964 Official Records, Page 476, Humboldt County Records, said point being the terminus of this description.

PARCEL TWO

BEGINNING at Point 'A' as described above;
thence Southeasterly along said truck road M-2000 the following courses:
South 67 degrees 54 minutes 40 seconds East, 93.21 feet;
South 58 degrees 55 minutes 13 seconds East, 51.64 feet;
South 55 degrees 08 minutes 57 seconds East, 48.89 feet, more or less, to the Easterly boundary of the McKinleyville Community Forest as described in Instrument No. _____, Humboldt County Records, said point being the terminus of this description.

Note, it is the intent that the legal description of this easement herein as "along the centerline" of roads, where called for, be the centerline of said road at the date of execution of this deed.

BASIS OF BEARINGS is the California Coordinate System (CCS) Zone 1, NAD83 (2011), Epoch 2010.000. Distances shown hereon are grid distances. To obtain ground distances, divide the grid distances shown hereon by the combined factor of 0.99987807.

This description is based on a Record of Survey map for Green Diamond Resource Company of the McKinleyville Community Forest, to be filed with the Humboldt County Recorder subsequent to the recordation of this document.

Prepared by:

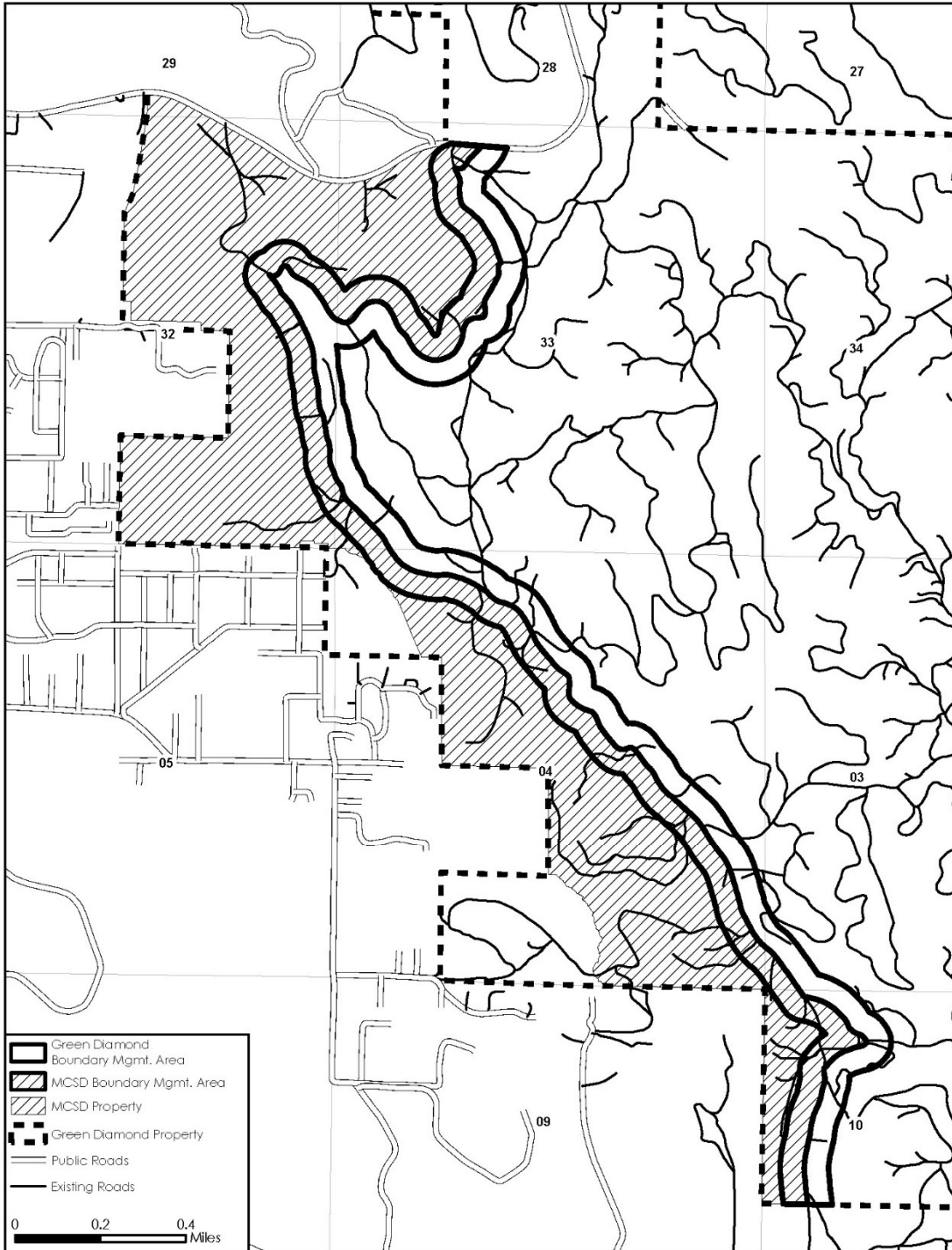
Michael J. O'Hern

Michael J. O'Hern LS 4829

Dated: NOV. 28, 2013



EXHIBIT E
BOUNDARY MANAGEMENT AREA



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RESOLUTION 2023 – 31

**A RESOLUTION APPROVING THE ROAD AND ACCESS EASEMENTS AGREEMENT FOR THE
MCKINLEYVILLE COMMUNITY FOREST PROPERTY**

WHEREAS, Trust for Public Lands holds an option to acquire certain real property located in Humboldt County, California described as APNs: 509-061-001-000 (portion), 509-062-004-000 (portion), 509-063-003-000 (portion), 510-011-014-000 (portion), 510-011-016-000 (portion), and 511-111-057-000; the legal description of which is set forth in the Agreement and incorporated by reference. Trust for Public Lands option is with Green Diamond Resources Company (GDRC), a Washington corporation (“Landowner”). That property, containing approximately five hundred ninety-nine acres (599 acres), together with all improvements, fixtures, timber, crops and water located in and on it, and all rights appurtenant to it which are owned by Landowner, including, but not limited to, timber rights, water rights, grazing rights, and access rights, collectively referred to as the "Property"; and

WHEREAS, Trust for Public Lands (“Donor”) desires to donate the Property to the McKinleyville Community Services District (by name or “MCSD”) for the purposes of forever conserving the timber harvesting productive capacity, aquatic and terrestrial habitat value, scenic qualities, and maintaining the open space and other conservation characteristics of the Property; and

WHEREAS, McKinleyville Community Services District is willing to accept the donation of the Property from Donor by a direct deed from the Landowner in accordance with the conditions of the Preliminary Title Report with the effective date of October 20, 2023;

WHEREAS, the purpose of MCSD acquiring the Property is to permanently maintain and conserve the natural features and resources located thereon, maintain open space and create a community forest and facilitate public recreation thereon. MCSD has evaluated the proposed acquisition under the California Environmental Quality Act (“CEQA”) and concluded that the acquisition of the Property is categorically exempt under CEQA pursuant to the categorical exemptions established pursuant to California Code of Regulations, Title 14, Article 19, including, without limitation, those published at Sections 15313 (Acquisition of Lands for Wildlife Conservation Purposes), 15316 (Transfer of Ownership in Order to Create Parks), 15317 (Open Space Contracts or Easements) and 15325 (Transfers of Ownership in Land to Preserve Existing National Conditions and Historical Resources). A Notice of CEQA Exemption regarding the Property acquisition was adopted by MCSD and posted with the Humboldt County Clerk on or about May 28, 2021.

WHEREAS, it was a condition to the conveyance by GDRC to MCSD of the Community Forest Property that Green Diamond also be granted certain rights and privileges over, under, above and across specific portions of the MCSD Property and that MCSD be granted certain rights and privileges over, under and across specific portions of GDRC property surrounding the Community Forest, for the continued management and benefit of the property as shown in the Road Easement Agreement; and

WHEREAS, the eastern boundary of the MCSD Property and the GDRC Property is a road that will have shared use between both MCSD and GDRC, and both Parties are desirous of acquiring reciprocal access rights and privileges over, under, above and across specific portions of both the Green Diamond Property and MCSD Property as also shown in the Road Easement Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby approve the Road and Access Easements for the McKinleyville Community Forest Property from Green Diamond Resource Company.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 6th day of December 2023 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gregory P. Orsini, Board President

Attest:

Joseph Blaine, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.7 **Consider Possible Implementation and Criteria for an Application of Exemption from Measure B Assessment**

PRESENTED BY: **Pat Kaspari, General Manager**

TYPE OF ACTION: **Staff Direction**

Recommendation:

Staff recommends that the Board review the information provided, discuss, take public comment and provide direction to staff regarding whether Staff should develop an application for the exemption from the Measure B Assessment for McKinleyville property owners.

Discussion:

As the Board is aware, the increased Measure B Assessment passed with 63% approval at the November 1, 2023 regular meeting. During the process of the Measure B Reassessment study, the Public questioned whether it would be possible to be exempt from the assessment. Staff performed some initial research on whether that was possible and discussed with Lew Edwards Group, Willdan, and the County Assessor's Office. It is possible; however, the Assessor's Office stated that the District would have to develop and implement such a program. Staff then informed the Public that this would be a question that we would have to bring back to the Board if Measure B passed. Staff is now bringing this back to the Board to get direction on whether this is a program they would like Staff to research and bring back to the Board for a final decision on the implementation.

Staff has done some preliminary research on standards that other municipalities have put into place for similar cases and found a commonality of two criteria to qualify for the exemption:

- Those who are 65 years or older, own and reside at the property for which the exemption is claimed. The claimant must provide a driver's license or Medicare Card and a current property tax statement. 2000 census data for zip code 95519 indicates that there are 2,532 people over age 65. Assuming two people per household this roughly translates to 1,266 houses, and if all qualified and applied, results in a reduction of \$119,004 in Measure B payments or approximately 17% of the total assessment of \$716,125.
- Those who are receiving SSI (regardless of age), own and reside at the property for which the exemption is claimed. The claimant must provide a

driver's license or Medicare card, current property tax statement, and a letter from the Social Security Administration qualifying the receipt of SSI or a copy of a recent SSI check receipt. 2000 census data for zip code 95519 indicates that there are 1,287 people from age 60-64 and 2,532 people over age 65 for a total of 3,819. Assuming two people per household this roughly translates to 1,910 houses, and if all qualified and applied, results in a reduction of \$179,540 in Measure B payments or slightly over 25% of the total assessment of \$716,125. Obviously, this population overlaps with those in the prior criteria.

- Disabled veterans that own and reside at the property for which the exemption is claimed. The claimant must provide a current property tax statement, and a letter or certification from the Veterans Administration designating the recipient as a disabled Veteran. Census data does not provide detailed information on how many disabled veterans that reside in McKinleyville and/or how many are property owners.

Staff seeks feedback from the Board on whether they should further research this program, whether any of the above criteria or additional criteria should be research and, any further recommendations and, if the Board directs, staff will return to the January 10th, 2024 meeting with a draft policy and application for exemption.

Alternatives:

Take Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

None

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.8 **Consider Adoption of the Draft 2024-2029 Strategic Plan for McKinleyville Community Services District**

PRESENTED BY: **Lesley Frisbee, Recreation Director**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that Board review the information provided, discuss, take public comment and adopt the DRAFT 2024-2029 Strategic Plan for McKinleyville Community Services District.

Discussion:

District Staff and Board began the process of updating the District's Five Year Strategic Plan in April of this year. The DRAFT 2024-2029 Strategic Plan (**Attachment 1**) is the culmination of the series of meetings and processes that took place April through July 2023.

The update process began on April 10, 2023, with a special meeting of the Board of Directors during which the District's Mission, Vision and Values were discussed as well as priorities for the District. Following the special Board meeting, District staff participated in a brainstorming process assessing priorities and reviewing the priorities identified by the Board. On June 12, 2023, the Board held another special meeting to finalize the mission and vision statements as well as to select the top 3 to 5 priorities for the District over the five year period from 2024-2029. **Attachment 2** shows the priorities as identified in April by Board and District staff, as well as the results of the prioritization process the Board of Directors completed at the June 12th meeting. On August 22, 2023, the Board held a Special Meeting to finalize and approve the Mission and Vision statements for the District.

Following the August 22nd Special Board meeting, District staff used the results of the June 12th special Board meeting to craft goal statements that encompassed the priorities identified through the process and then created an action plan for accomplishing the goals over the next 5 years. The action plan was the last step in completing the DRAFT 2024-2029 Strategic Plan for the District.

At the November 1st Board of Directors meeting the Board reviewed the Draft and provided feedback to staff for edits specifically to Goals 2 & 3. Staff added some language to clarify the measurability of the goals and actions as requested.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 - DRAFT 2024-2029 Strategic Plan
- Attachment 2 – Strategic Planning process Notes

Strategic Plan

2024-2029

McKinleyville Community
Services District

DRAFT



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Plan Revisions

Date	Description of Change

Introduction

Purpose

This Strategic Plan (Plan) exists to empower the McKinleyville Community Services District (District) to accomplish its mission by providing vision and specific objectives for the next five years.

The Plan was updated in July 2023-2024 by the District's Board of Directors and staff with the understanding that it is a living document that will be reviewed regularly and revised as needed to better serve the District and the McKinleyville community. The Plan was purposefully fashioned as a succinct, workable document so that it can be easily used to:

- Measure District success
- Generate focused work plans
- Adopt comprehensive, goal-oriented budgets
- Communicate District values and direction to the community

History

The McKinleyville Community Services District was created on April 7, 1970 when McKinleyville's voters voted to form the District. Initially, the District had authority to serve water and treat sewer wastes. In 1972, the voters added street lighting powers, in 1985 the voters added recreational powers and in 1995 the voters authorized construction of the McKinleyville Library.

Services

The District boundary encompasses 12,140 acres ranging from North Bank Road on the south to Patrick's Creek on the north and has over 5,841 active water services and 4,993 active sewer connections. The District is an independent, special district governed by a five member Board of Directors. The District provides the following services:

- Water
- Wastewater
- Street Lights
- Open Space
- Parks & Recreation
- Library Services

Mission, Vision & Values

Mission

McKinleyville Community Services District provides authorized services fundamental to the health and well-being of the community.

Vision

McKinleyville Community Services District is and will continue to be one of California's leading providers of municipal services.

The District has established the following visionary goals for the next five years:

- 1 The Parks & Recreation Department has effectively closed the gap between expenses and revenues and is operating with strategies that are sustainable over time.
- 2 The District's workforce recruitment strategies are attracting and retaining high quality employees at every level.
- 3 The District is prepared to manage both planned and unplanned shifts in the workforce through robust employee training and development strategies as well as on-going succession planning.
- 4 The District has completed all prioritized and funded capital projects as identified in the Strategic Capital Project Matrix (Exhibit A) through 2029 and has identified a long term financing plan for capital projects on the horizon.

Mission, Vision & Values

Values

The Board of Directors has collectively established the following core values to guide the work of the District:

INTEGRITY

- Truthful and transparent in word and action. Taking responsibility for outcomes of all actions; Meeting commitments and honoring promises; Honoring rights, dignity and worth of all community members.

RESPONSIBILITY

- Decision making in service for the greatest good of the McKinleyville CSD. Committed to accepting the ownership of decisions and all results.

FAMILY

- Group/Unit that is not always chosen; yet connected by commonalities and shared experience with defined roles with caring and commitment to the organization.

COLLABORATIVE

- Interactive and participatory decision making that promotes inclusivity, mutual respect, accountability, and open communication.

Goals & Objectives

GOAL 1

The Parks & Recreation Department has effectively closed the gap between expenses and revenues and is operating with strategies that are sustainable over time.

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	FUNDING SOURCE	HAZARD FORECAST	DESIRED OUTCOME
Community Forest Mgmt Planning	P & R Dept/ Community Forest Committee	Jan 2024	Dec. 2026	Forestry consultants;	General Fund/Grants	Lack of funding available	Board adopted Forest Management Plan
Establish Community Forest Advisory Committee	P & R Dept / Community Forest Committee	Jan 2024	Jan 2025	Staff time	General Fund/Grants	Lack of community participation	Engaged and functional Advisory Committee as Defined in Rules and Regs
Update P&R Master Plan	P & R Director	Jan 2024	Dec 2024	Staff time	General Fund	Lack of staff time	Board adopted Park & Rec Master Plan

Goals & Objectives

GOAL 2

The District’s workforce recruitment strategies are attracting and retaining high quality employees at every level.

** Success of this goal will be measured by tracking applicant data, employee retention data and collecting feedback from employees regarding training, workplace culture and wellness.*

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	FUNDING SOURCE	HAZARD FORECAST	DESIRED OUTCOME
Ensure pay scale and benefits are competitive and attractive for all positions	Finance/GM	Jan 2024	Jul 2025	Current Salary Survey	Operating Budget	Unable to hire or retain employees. Budget doesn't support desired wage scale	Increase in qualified applicants; retain existing staff. Success measured through applicant data and employee retention data.
Develop/Update Recruitment materials and outreach strategies	HR	Mar 2024	On going	Staff time	Operating Budget	Qualified applicants don't apply for positions	Defined recruitment & outreach strategy
Develop/update staff development and training programs	Dept Heads/ Supervisors/ HR	Jan 2024	Dec 2028 (on going)	Staff time	Operating Budget	Employees leave positions due to lack of upward career pathways	A catalog of professional development options/opportunities exists. Training SOP's for critical tasks of each position exist.
Invest in workplace culture improvement and employee wellness activities	HR/ All Depts/ GM	Jan 2024	Dec 2028 (on going)	Staff time	Operating Budget	Unable to retain employees	Employees report being content and valued at work. Employees voluntarily participate in morale boosting activities
System of evaluation and assessment of effectiveness of employee wellness activities implemented	HR/Dept Heads	Jan 2024	Dec 2024	Staff time	Operating Budget	Unable to retain employees	Employees provide feedback on workplace culture and morale regularly

Goals & Objectives

GOAL 3

The District is prepared to manage both planned and unplanned shifts in the workforce through robust employee training and development strategies as well as on-going succession planning.

**The success of this goal will be determined by the existence of a functional succession plan for each position; having a primary and back up trained for each critical task; and staff that are actively participating in available training and development opportunities.*

ACTION DESCRIPTION	PARTY / DEPT RESPONSIBLE	BEGIN DATE	DUE DATE	RESOURCES REQUIRED (staff, tech, etc.)	FUNDING SOURCE	HAZARD FORECAST	DESIRED OUTCOME
Update Succession Plan	All Depts / HR / GM	Jan 2024	Dec 2028	Staff time	Operating Budget	Employee leaves before replacement is trained	Employees are exposed to roles and responsibilities of supervisory and leadership positions. A Succession Plan that is viable and accurate is documented
Cross train critical tasks and responsibilities	All Depts	Jan 2024	Dec 2028 (ongoing)	Staff time	Operating Budget	Employee leaves before replacement is trained	All positions have a primary responsible person and a back up person for every critical function.
Develop/update staff development and training programs	HR / Dept. Heads	May 2024	Dec 2028 (ongoing)	Staff time/ outside trainings	Operating Budget	Staff opt to not participate in on-going professional development	Functioning Staff Development and Training program Training and development programs that support upward mobility of employees are in place

Goals & Objectives

GOAL 4

The District has completed all prioritized and funded capital projects as identified in the **Strategic Capital Project Matrix** through 2029 and has identified a long term financing plan for capital projects on the horizon. Plan is presented to Board of Directors annually.

In order to continue being one of California’s leading providers of municipal services the District is committed to investing in it’s existing infrastructure through careful and thoughtful analysis and planning. The Strategic Capital Project Matrix reflects the District’s plan for infrastructure maintenance and improvement over time.

Strategic Capital Project List

Year	Water	Sewer	Parks & Rec	Finance & Admin
2023	<ul style="list-style-type: none"> - 4.5MG Tank Construct (HMG/NCRP/Bond funding) - Central Ave Main construct (Bond funding) - Hewitt Tank Design (HMG funding) 	<ul style="list-style-type: none"> - Finish Microgrid (SRF grant/loan) - Central Ave Sewer rehab (Bond funding) - Armor Pond 3 (Operating funds) - Bella Vista Sewer main rehab (Operating funds) 	<ul style="list-style-type: none"> - Finish BMX design (Prop. 68 grant) - Measure B ballot (Operating funds) - Phase 1 of Skatepark constructed (Humboldt Skatepark Collective funded) - Water heater replacements in all facilities 	<ul style="list-style-type: none"> - Office Remodel Design (Operating funds, future SRF Planning grant)
2024	<ul style="list-style-type: none"> - 4.5MG Tank Construct - Mad River Crossing Design (HMG funding with Op match) - Hewitt Tank Design (HMG funding with Op match) - Lead survey due 10/16/2024 (Operating funds/SRF grant/loan) - Tank 2A paint (Operating funds) 	<ul style="list-style-type: none"> - New NPDES Permit (Operating funds) - Fischer/Letz design (SRF Planning grant) - B/Kelly design (SRF Planning grant) - Forcemain design (SRF Planning grant) - Highway sewer crossing design (HMG funding with Ops match) - Pialorsi irrigation design (Reclaimed Water grant/loan) - Fischer Trail design (grant funding dependent) - Sewer Mainline Rehab (Operating funds) 	<ul style="list-style-type: none"> - BMX Construction (Prop. 68 grant) - Acquire Community Forest (NRC grant) - Comm Forest Management Plan development (Operating funds) 	<ul style="list-style-type: none"> - Software RFP (Operating funds)
2025	<ul style="list-style-type: none"> - Hewitt Tank Construct (HMG funding with match via Bond/Loan) - Mad River crossing design (HMG funding with Op match) 	<ul style="list-style-type: none"> - Fischer/Letz design (SRF Planning grant) - B/Kelly design (SRF Planning grant) - Forcemain design (SRF Planning grant) - Highway sewer crossing design (HMG funding with Ops match) - Pialorsi irrigation construct (Reclaimed Water grant/loan) - Fischer trail construct (grant funding dependent) - Sewer Mainline Rehab (Operating funds) 	<ul style="list-style-type: none"> - Skate Park construct (grant funds or Humboldt Skatepark Collective funded) - Measure B increase realized? - Comm Forest Management Plan development (Operating funds) 	<ul style="list-style-type: none"> - Purchase new software (Operating funds)

Goals & Objectives

2026	<ul style="list-style-type: none"> - Hewitt Tank Construct (HMG funding with match via Bond/Loan) - Mad River crossing construct (HMG funding with match via Bond/Loan) 	<ul style="list-style-type: none"> - Fischer/Letz construct (SRF grant/loan) - B/Kelly construct (SRF grant/loan) - Forcemain construct (SRF grant/loan) - Highway sewer crossing construct (HMG funding with match via Bond/Loan) 	<ul style="list-style-type: none"> - Community Forest parking lots/trails (grant funding dependent) 	<ul style="list-style-type: none"> - Office Remodel construct (SRF grant/loan) -Water & Sewer Rate Study (Ops funds)
2027	<ul style="list-style-type: none"> - Mad River crossing construct (HMG funding with match via Bond/Loan) 	<ul style="list-style-type: none"> - Fischer/Letz construct (SRF grant/loan) - B/Kelly construct (SRF grant/loan) - Forcemain construct (SRF grant/loan) - Highway sewer crossing construct (HMG funding with match via Bond/Loan) - BSB dredging (Bond/Loan/Operating funds) 	<ul style="list-style-type: none"> - Community Forest parking lots/trails (grant funding dependent) 	<ul style="list-style-type: none"> - 50% of vehicle purchases zero emission (Loan/Operations funding) - New Water & Sewer Rates
2028	<ul style="list-style-type: none"> - Watermain replacement for Grace Park design (Bond/Loan) 	<ul style="list-style-type: none"> - Highway sewer crossing construct (HMG funding with match via Bond/Loan) - Alt disinfection study (Ops funding) - Sewermain replacement for Grace Park design (Bond/Loan) 		
2029	<ul style="list-style-type: none"> - Watermain replacement for Grace Park construct (Bond/Loan) 	<ul style="list-style-type: none"> - WWTP upgrade design (inc. disinfection) (Bond/Loan) - NPDES Permit update (Ops funding) - Sewermain replacement for Grace Park construct (Bond/Loan) 	<ul style="list-style-type: none"> - Hewitt Ranch develop (grant funding dependent) 	
2030	<ul style="list-style-type: none"> - Watermain replacement for Fernwood design (Bond/Loan) 	<ul style="list-style-type: none"> - WWTP upgrade design (Bond/Loan) - Sewermain replacement for Fernwood design (Ops funding) - Digital Controls upgrade design (Ops funding) 		

Plan Review, Revisions & Reporting

The District will review this Plan at least once annually to ensure that the Plan continues to be accurate and best serve the needs of the District. Plan revisions may be made at any time. All revisions must be approved by the Board of Directors. A record of revisions will be kept on the Table of Contents page.

At the end of each fiscal year, the General Manager will prepare a brief report for the Board of Directors summarizing the progress that has been made toward attaining the District's goals and objectives. Reports will be included in the Appendix of this Plan.

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Priorities Identified by Board of Directors and Leadership Staff as Ranked by mid/frontline staff (presented to Board of Directors at June 12th Board workshop)

- 1. Fiscal Sustainability Strategy in Place for Parks & Rec Dept.**
- 2. Administrative Technology System Upgrades**
- 3. Workforce Recruitment & Retention Strategies**
4. Staff Training
5. Sewer Lift Station and Pressure Main Upgrade
5. Office Remodel
6. Succession Planning
7. Community Forest Management Planning
8. Fleet upgrade to electric per state mandate
9. Park & Rec Master Plan update
10. Incorporation Research/Preparation

June 12th Board Workshop Notes

Board members reviewed the priorities as ranked by staff (listed above).

Through a process facilitator by consultant, Steve Barber, the Board then grouped the priorities into 3 categories as follows:

1. Sustainability of Parks & Recreation Dept.
 - a. Park & Rec Master Plan Update
 - b. Community Forest Management planning
2. Organizational Environment & Workplace Culture Improvement
 - a. Workforce recruitment & Retention Strategies
 - b. Staff Training
 - c. Succession Planning
3. Infrastructure and Capital Use Planning
 - a. Lift Station & Pressure Main Upgrades
 - b. Office Remodel
 - c. Fleet Upgrade to electric per state mandate
 - d. Administrative Technology System Upgrades

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **ACTION**

ITEM: E.9 **Consider Approval of Ordinance 2023-02 Amending Regulation 42, Operation of Pierson Park of the MCSD Rules and Regulations – First Reading**

PRESENTED BY: **Lesley Frisbee, Recreation Director**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review information provided, discuss, take Public comment, and approve the First Reading of the Ordinance No-2023-02, by title only.

Discussion:

With the addition of the skatepark to Pierson Park, the District needs to update our Rules & Regulations, specifically Regulation 42 – “Operation of Pierson Park” to add rules for the new skatepark amenities within Pierson Park as recommended by the Special District Risk Management Authority (SDRMA).

Rule 42 can be reviewed in **Attachment 1**, shown in track changes from the original wording.

Ordinance 2023-02 can be reviewed in **Attachment 2**. This is the first reading of the Ordinance.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

No fiscal impact

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Revision of Rule 42 in Track Changes
- Attachment 2 – Ordinance No. 2023-02

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REGULATION 42 - OPERATION OF PIERSON PARK E.9 Attachment 1

Rule 42.01. GAZEBO BARBECUE COMPLEX - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

Rule 42.02. HORSESHOE PITS - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

Rule 42.04. PICNIC PAVILION AND BARBECUE - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.05. SKATEPARK - The skatepark is defined as the constructed concrete structures and amenities located south of the Law Enforcement Facility and west of the Bocce Ball courts.

The Skatepark is unsupervised and open to the public for skateboarding, skating and enjoyment of non-motorized, non-electric wheeled recreational devices. Use of the Skate Park is considered a Hazardous Recreational Activity. Falls are likely to occur and can result in serious injury, paralysis, or death. All participants in this activity knowingly accept the responsibility for their actions and the risks associated with engaging in this hazardous recreational activity. The District will not be liable for injuries incurred by persons participating in any such hazardous recreational activities. PATRONS OF THE SKATEPARK SHALL:

- a) Be required to wear protective gear including a helmet, elbow pads and knee pads at all times.
- b) Be courteous to all users and patrons of the park.
- c) Not bring food or glass containers into the skatepark
- d) Not consume alcohol at the skatepark
- e) Not smoke or vape within the park
- f) Not use the skatepark if hazardous conditions exist.
- g) Report any hazardous conditions to the MCSD Parks & Recreation Dept. at 707-893-9003
- h) Use ONLY non-motorized and non-electric wheeled recreation devices within the skatepark

Rule 42.065. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 42.076. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

Rule 42.087. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

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ORDINANCE NO. 2023-02
AN ORDINANCE OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
AMMENDING REGULATION 42, OPERATION OF PIERSON PARK, OF THE MCSD
RULES AND REGULATIONS

WHEREAS, the McKinleyville Community Services District (MCSD), in partnership with the Humboldt Skatepark Collective, recently completed construction of Phase 1 of the McKinleyville Skatepark; and

WHEREAS, staff has proposed safety guidelines and rules for the McKinleyville Skatepark; and

WHEREAS, standards of safety are in the best interest of McKinleyville residents, the District and the long term ongoing use and operation of the new facility.

NOW, THEREFORE, the Board of Directors of the McKinleyville Community Services District ordains as follows:

REGULATION 42 - OPERATION OF PIERSON PARK

Rule 42.01. GAZEBO BARBECUE COMPLEX - the gazebo barbecue complex is defined as the area encompassed by the gazebo located in the central portion of the park. Individuals or organizations desiring organized use of any portion of the gazebo barbecue complex for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only..

Rule 42.02. HORSESHOE PITS - the public may use the horseshoe pits on a first come basis. Any individual or organization desiring to use the horseshoe pits for an organized function may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.03. WESTERLY PICNIC TABLES/BARBECUES - the public may use the picnic tables and barbecues located along the western park perimeter on a first-come basis only.

Rule 42.04. PICNIC PAVILION AND BARBECUE - the picnic pavilion is defined as the large covered picnic area to the west of the playground and east of the horseshoe pits. Individuals or organizations desiring organized use of any portion of the picnic pavilion and barbecue may do so by obtaining a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit only.

Rule 42.05. SKATEPARK - The skatepark is defined as the constructed concrete structures and amenities located south of the Law Enforcement Facility and west of the Bocce Ball courts.

The Skatepark is unsupervised and open to the public for skateboarding, skating and enjoyment of non-motorized, non-electric wheeled recreational devices. Use of the Skate Park is considered a Hazardous Recreational Activity. Falls are likely to occur and can result in serious injury, paralysis, or death. All participants in this activity knowingly accept the responsibility for their actions and the risks associated with engaging in this hazardous recreational activity. PATRONS OF THE SKATEPARK SHALL:

- a) Be required to wear protective gear including a helmet, elbow pads and knee pads at all times.
- b) Be courteous to all users and patrons of the park.
- c) Not bring food or glass containers into the skatepark
- d) Not consume alcohol at the skatepark
- e) Not smoke or vape within the park
- f) Not use the skatepark if hazardous conditions exist.
- g) Report any hazardous conditions to the MCSD Parks & Recreation Dept. at 707-893-9003
- h) Use ONLY non-motorized and non-electric wheeled recreation devices within the skatepark

Rule 42.06. OVERNIGHT USE PROHIBITED - there is to be no camping or loitering on the park grounds or structures between sunset and sunrise unless a Special Event Reservation Form and Permit or Community Event Reservation Application and Permit are first obtained from the District.

Rule 42.07. FIRES - fires will be allowed on grounds only in those areas equipped with District provided equipment designated and in portable barbecues designated for the containment of fires.

Rule 42.08. PETS - the designated off leash area is defined as the area of the park east of Azalea Hall's Hewitt Room and north of the gazebo. Horses are not allowed.

This Ordinance shall take effect and be in full force and effective thirty (30) days after its passage.

Introduced at a regular meeting of the Board of Directors held on December 6, 2023 and passed and adopted by the Board of Directors on _____, upon the motion of Director _____ and seconded by Director _____ and by the following roll call vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Attest:

 Greg Orsini, Board President

 Joey Blaine, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Finance & Administration – October - December 2023 Report**

PRESENTED BY: **Nicole Alvarado, Finance Director**

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$813,722 to date in the Trust Account for the Biosolids Disposal project. A check for \$540,657 was received and deposited in January.

Customer adjustments at September month-end total \$7,309, the annual budget for this sub-item is \$45,000. (GL# 501/551-62120)

Total Board Travel as of September 30, 2023 is \$13,007 which is 53% of the approved \$24,700 budget for this item. (GL# 001/005/501/551 62090-888)

Audit/Budget Update:

Staff expects to receive a draft of the FY23 financial audit from the District's external auditor CJ Brown & Company by December 4th. The draft will be reviewed by the Audit & Finance Committee on December 15th and presented to the full Board of Directors at the January Board meeting.

Activity Summary

The Activity Summaries by Fund provides information on revenues and expenses or expenditures for each Fund, both current month and year-to-date. There is also a column showing the year-to-date budget and amounts and percents over or under. Lines that deviate from the calculated budget by more than 10% have an explanatory note. Often, this is no more than a reminder that, while the budget is divided evenly across twelve months, actual expenses often do not follow the same pattern. Other times, there are specific reasons for a deviation, such as contributed construction or the collection of unexpected capacity fees.

The Water and Wastewater Funds are listed first, followed by the graphs showing revenue versus expenses versus budgets. Parks, Measure B, and Streetlights information is given next, with accompanying graphs for each.

OTHER UPDATES

Key staff members have been busy working on preparations for David Baldosser's retirement party. The party will be held Friday, December 15th at Azaela Hall from 4pm-6pm. Board members, District staff, and the public are welcomed and encouraged to attend to celebrate David and his exemplary service to the District.

Benjamin Arroyo, Customer Service Representative recently completed cashier training conducted by the Public Institute of Treasury Management. All Customer Service Representatives complete this training in their first 6 months in the position. The training covers best practices in cash management and internal controls. Good job, Benjamin!

All Finance & Administration staff will participate in a retreat on Monday, December 4th 8am-12pm. As many of our front office staff are new, we will take the morning to cover key concepts that all staff need to know to serve our customers. Staff will also participate in team building and a brainstorming session on needs for the new accounting software.

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – Oct/November 2023 Report**

PRESENTED BY: **James Henry, Operations Director**

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 38.8 million gallons of water in October. Two water quality complaints were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

Double Check Valve Testing:

Annual routine testing was conducted in October. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest.

Average and Maximum Water Usage:

The maximum water usage day was 1.6 million gallons and the average usage per day was 1.4 million gallons.

Water Distribution Maintenance:

Weekly Bacteria Samples were collected on Schedules 2, 3, 4, 5, and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Meters are being marked in off-street locations to make it easier to locate during after hours calls or service orders. This is done by painting a white line on the street that lines up with where the meter is located. Valve exercising continues. This annual program keeps valves operable and easy to operate when needed. Each valve is exercised and recorded on the template app. Any valves requiring repairs will generate a work order. Staff has been working on the Lead and Copper inventory plan. We have separated it into a phase approach and have completed Phase 1 which is the testing plan. Staff has completed Phase two which was the visual inspecting and documenting of services. Staff will now move into Phase Three which will include populating the States portal and spreadsheet with all inspection information. There was no lead found during the inspections. Hydrant inspections are also being conducted. Staff exercises each hydrant valve, flushes water and inspects for leaks around fittings and cracks in the concrete base. Several meter wires were wrapped with cable armor to prevent gophers from chewing up the radio wires.

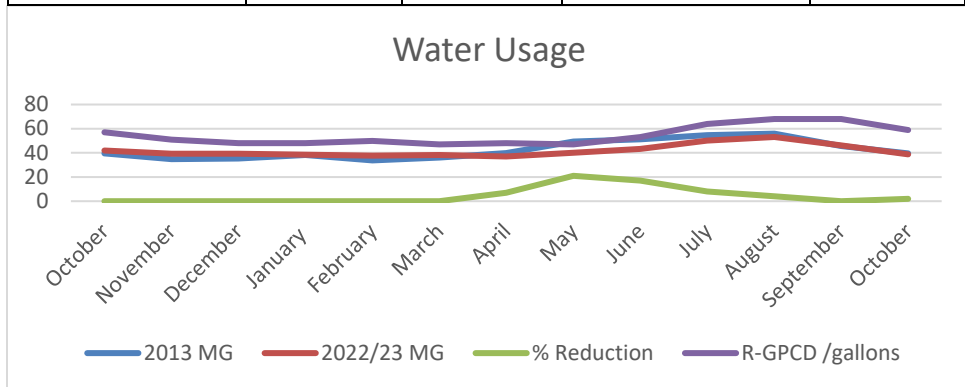
Water Station Maintenance:

Monthly inspections and daily routines were conducted at the water stations. Any minor issues found are repaired during inspections, but if they require parts or extensive labor, the issue is documented on the monthly sheet, which will then generate a work order for

repairs. The Dome vent screen on Tank 2A was replaced due to tears in the screen. The tank level transducer was repaired due to sending a false water level. The automatic transfer switch was adjusted at Tank 3, as it wasn't transferring during the bi-weekly generator test run.

As of July 2014, the District is required to submit a Public Water Monthly Monitoring Report to compare water usage to last year's usage in the same month. I will keep the Board updated each month using the Table below.

	2013 (MG)	2022/23 (MG)	% Reduction	R-GPCD
October	39.439	41.856	(-6)	57
November	34.879	39.227	(-12)	51
December	35.203	39.420	(-11)	48
January	38.241	38.464	(0)	48
February	33.751	34.914	(-3)	48
March	36.244	38.211	(-5)	47
April	39.755	37.003	7	48
May	49.407	39.491	21	47
June	51.337	42.826	17	53
July	54.757	50.136	8	64
August	55.908	53.131	4	68
September	45.702	46.090	(-1)	68
October	39.439	38.843	2	59



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Midtown Court Tract: Plans were reviewed, and plan check fees have been paid. This project has not started yet. Washington Estates: All testing is completed and a completion letter has been submitted to the County and developer.

Sewer Department:**Wastewater Statistics:**

24.1 million gallons of wastewater were collected and pumped to the WWMF. 22.5 million gallons of wastewater were treated and discharged to NPDES Permit site REC-001 Land disposal in October.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted at all sewer stations. The spare Fischer station comminutor has been shipped off for a rebuild. When it returns, it will replace the existing comminutor. This is done on a 3-5 year cycle. The B Street and Fischer pumps stations were serviced as part of the quarterly maintenance plan. During this time, pumps were inspected, and wet wells washed. This is done to prevent hydrogen sulfide build up which can deteriorate the concrete walls along with removing rags and debris to prevent plugging up the pumps. A roof vent was repaired at Fischer and Letz stations due to leaking during the rain. The annual inspection of lightning arrestors was completed at all stations. The blower exhaust was cleaned out at Fischer. It was found partially plugged up with debris during the monthly inspections. Letz station had several repairs done, including the repairs of the emergency light, generator low fuel indicator light, and shimming of the pumps.

Sewer Collection System:

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. Hydro-cleaning 18,000 feet of sewer main was performed on the quarterly scheduled route, and then the inner pipe walls were inspected using the camera unit to check for cracks or deterioration in the pipe. This data will be useful for future sewer lining projects.

Wastewater Management Facility:

Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. String trimming and mowing was performed around the treatment plant. Generator batteries were replaced due to not holding a charge when disconnected from the charger for a long period of time. Penny wart was removed from Pond 4 using the backhoe.

Daily Irrigation and Observation of Reclamation Sites:

Irrigation pipe has been moved daily along with observations and well sampling.

Street Light Department:

There were no streetlight complaints in October.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on, Bites and Stings, Avoiding Slips and Trips and Energizing Electrical Equipment.

Special Notes:

Monthly river samples were completed.

Monthly Self-Monitoring Reports (DMR/SMR) were submitted.

Public Water Monthly Monitoring report was submitted.

Monthly Water Quality report was sent to the Dept. of Health.

Monthly Drought and Conservation report was completed

Annual inspection of fire extinguishers was completed by Eureka Oxygen

Uninterrupted Power Supplies were replaced at all stations

Work on the Lead Service Line Inventory Phase Two

Submitted the Annual Water Loss report to be Audited

Attended meeting for the McCluski Tank Project.

Attended meetings and inspections for 4.5 MG Tank project

Staff worked with PG&E battery testing at Micro-Grid

Attended Community Forest meeting

Facilitated inspection by State Waterboard on Water facilities and documents.

New SCADA computer is being programmed to phase out existing computer

GIS:

Plans & Programs

- Annual review of the Fire Prevention Plan
 - No Changes were made.
- Annual review of the Hand and portable power tools safety plan
 - No Changes were made.

General GIS & Maps Completed

- McKinleyville Community Forest Map
 - Revised previous map to include newly acquired portion off B Ave and Crystal Way
- Revised Fischer Lift Station Grant site photos attachment.
 - Shortened number of pictures and reformatted attachment.
- Water Meter Shapefile
 - Located and added more missing Meter Boxes to shapefile missing from Shapefile.
- Looked through Sewer Model to prepare questions and components of model for upcoming consultation on using the model.
 - Found supplemental information created by Brian and made list of questions for consultations to better understand using the model.
- MCSD Website web map revisions
 - Found errors and duplicate layers in Trail web map on website and removed the duplicates.
 - Updated trails to reflect current configuration.

- Fixed and removed broken links on certain trails to reflect current information.

Misc. Work Completed

- USA's and Document Filing
- Helped troubleshoot Water Meter Reader to diagnose issued hindering its efficiency.

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McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for November 2023**

PRESENTED BY: **Lesley Frisbee, Parks & Recreation Director**

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

Staff continues to meet with BGCR staff weekly. The Teen Club hours of Monday-Friday 2:00pm-6:00pm. The Teen Club runs a wide variety of programs including a weekly cooking program, a cycling program, an art program, a community service program and several BGCA national programs such as Power Hour, SMART Girls, SMART Moves and Youth for Unity. The Club's average daily attendance reached 25-30 teens per day this month.

BGCR and MCSD Parks & Rec hosted the second Annual Arts McKinleyville Fundraiser for the McKinleyville Boys & Girls Club Teen Club on Friday, November 3rd 6:30pm-8:30pm. The event grew from the previous year and netted over \$4,000 in support for the BGCR Teen Club at the McKinleyville Teen Center.

PARK AND RECREATION COMMITTEE:

The Park and Recreation Committee (PARC) met on November 15, 2023. The notes from the meeting can be reviewed in **Attachment 1**.

BMX TRACK & PARK PROJECT:

Melton Design Group submitted the 75% construction design docs on September 15th. Staff is reviewing them. 100% construction docs are anticipated by December 15th.

COMMUNITY FOREST UPDATES:

Staff continues to meet monthly with Green Diamond Resource Co. The Community Forest Committee met on November 7th to review the agreement documents between MCSD and TPL. Green Diamond has completed the legal descriptions needed to update the preliminary title report and the certification of the appraisal. A Phase 1 Environmental Site Assessment has been completed and reviewed by staff. GDRC is coordinating clean-ups to clear out garbage and debris that has been dumped and left behind within the community forest property.

RECREATION PROGRAM UPDATES

- Drop-in Pickleball is on Monday, Wednesday and Friday mornings 9:30am to 12:30pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:30pm-7:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.

- The Martial Arts classes are averaging 10-14 people per class.
- Fast Break Friday's, a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. It is averaging 18-20 participants per week.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Beginning Pickleball Skills Class began on November 7 and will run through December 12th.
- We are offering a new cooking class: Savory Cooking with Jessica, Sunday, Dec. 3rd 1:00pm-4:00pm. Registration is \$50 for McKinleyville residents, \$55 for non-residents.
- Playgroup for children 0-5 years old is running every Thursday from 10:30am-12:30pm.
- Registration for the Breakout: Skate Camp November 20-22 is now open. Breakout is a day camp program for youth age 6-11.
- Tickets are on sale for the second middle school dance of the year to be held on December 1st.

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for maintenance on Central Ave. and Open Space Zone landscaping. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Hiller Sports Site fields are now closed for the winter. Monthly inspections were conducted on all facilities and Open Spaces.

Azalea Hall renovations are complete. A new dish sanitizer was installed earlier this month and the front doors were replaced on Nov. 17th

FACILITY RENTALS & USE

- 18 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in November through January.
- 2 sport league vendors are utilizing the Activity Center Monday, Wednesday and Thursday evenings November through December.
- 2 Pierson Park rentals November through January.

OTHER UPDATES:

- Staff co-hosted the Art's of McKinleyville event with the Boys & Girls Club of the Redwoods on November 3rd.
- Staff has been engaged in work related to the renewal of Measure B, which passed on November 1st.
- Staff continues to work with MUSD to provide staff for the school districts after school programs.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

ATTACHMENTS:

Attachment 1-- PARC Meeting Notes 11-15-2023

Wednesday, November 15, 2023

6:30pm

Parks & Recreation Committee Meeting

NOTES

Members Present:, , Johnny Calkins, Jane Fusek, John Kulstad, Heidi Conzelmann, Jennifer Ortega, Scott Binder, Julie Giannini-Previde, Charlie Caldwell, Ciara Torres, Dana Merrill

Members Absent: Laura Bridy, Phil Heidrick

Meeting Notes:

Communications:

Staff reported on the Art's of McKinleyville event held on Nov. 3rd.

Public Comment:

None

PARC Applicant

Moved to December agenda meeting so applicant can attend.

Community Garden:

Charlie presented an assessment of what needs to be done to rehab the garden as well as cost estimates. He is researching funding options and possible community partners to involve.

Dept. Director Report:

Recreation Program Updates

- Drop-in Pickleball is on Monday, Wednesday and Friday mornings 9:30am to 12:30pm at the McKinleyville Activity Center. Drop in is \$4 per person.
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Park & Facility Maintenance Updates

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Azalea Hall renovations are complete. A new dish sanitizer was installed earlier this month and the front doors were replaced on Nov. 14th.

Facility Rentals & Use

- 18 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental in November through January.
- 2 sport league vendors are utilizing the Activity Center Monday, Wednesday and Thursday evenings November through December.
- 2 Pierson Park rentals November through January.
The Boys & Girls Club of the Redwoods Teen Club at the Teen & Community Center is averaging 25-30 youth per day since school started.

Vandalism Report

Vandalism and misuse of Pierson Park has lessened in the last month, but has not disappeared altogether.

Hewitt Ranch Property Updates

No updates at this time.

North Bank River Property Updates

No updates at this time.

Other updates:

- Staff co-hosted the Art's of McKinleyville event with the Boys & Girls Club of the Redwoods on November 3rd.
- Staff has been engaged in work related to the renewal of Measure B, which passed on November 1st.
- Staff continues to work with MUSD to provide staff for the school districts after school programs.
- Staff continues to participate as members of the McKinleyville Chamber of Commerce Board of Directors, the McKinleyville Family Resource Center Board of Directors and the Boys & Girls Club of the Redwoods Board of Directors.
- Staff continues to provide support to other departments of the District; assisting with accounts payable, and payroll.

AdHoc Committee Reports:

- Skate Park—lots of use and positive feedback from users
- Fisher Ranch Estuary project— Caltrout is working with CalPoly Humboldt capstone students removing invasive plants and replanting natives.
- BMX— McK. BMX is hosting a fundraiser on December 9th at Azalea Hall
- Community Garden—see agenda item note

Agenda Items for next meeting:

Community Garden Plan
Marketing and sticker shwag
Officer elections for 2024

Next meeting will be WEDNESDAY, December 20th – Committee Potluck at 6:15pm. Meeting at 6:30pm
Adjournment:

- Adjourned: approximately 7:25pm

McKinleyville Community Services District

BOARD OF DIRECTORS

December 6, 2023

TYPE OF ITEM: **INFORMATIONAL**

ITEM: F.3.D **General Manager’s Report for December 6, 2023 Meeting**

PRESENTED BY: **Patrick Kaspari, General Manager**

TYPE OF ACTION: **Information Only**

A summary of activity for the month of November 2023

Cost Savings Related to District Activities – The following is a review of some of the recent cost savings opportunities District staff identified for the months of August:

• Use of NHE Services =	\$2,808
• WEX Labor Reimbursement =	\$0
• SWAP =	\$5,670
• Volunteer Pickleball Labor =	\$627
• CSW =	\$1,170
• Amazon Cost Savings =	\$16
• Pialorsi House fireplace & windows =	\$7,061
• Replace UPS at Norton =	\$90
• Repair John Deere Mower =	\$480
• Repair Husq. Mower Deck =	\$360
• Lead Survey =	\$31,000
• <u>Repair Letz Emergency Lights =</u>	<u>\$420</u>
TOTAL COST SAVINGS FOR NOV =	\$49,702

For the District’s 2023/24 Fiscal Year so far, Staff is responsible for \$255,699 in savings.

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor, and grant opportunities that result in real savings for the District, ratepayers, and the community.

4.5 Gallon Water Tank Project – The excavation is completed! Mercer Fraser is working on the underdrain piping, base rock and drainage membrane prior to pouring the floor. It is anticipated that the floor will be poured in early December. DN Tank will also show-up in December and get set up to start building the tank walls. The issues with Mercer Fraser accessing from Hewitt Road have been resolved, and they have

negotiated access with the neighbors off of Cochran. The winter rains have slowed the initial work, but DN Tank has assured us that they can construct the tanks walls in the rain.

The total construction base bid is \$11,642,475 and 10% contingency of \$1,164,248 totals \$12,806,723. The overall project amount is \$14,471,094. The project is funded by \$9,617,085 in Hazard Mitigation Grant funding, \$879,209 in North Coast Resource Partnership/DWR Prop. 1, Round 2 funding, for a total in grant funding for this project of \$10,496,294. The District's \$3,174,800 of matching funding will be provided by the Certificates of Participation, Series 2021A-Water bonds. The 2023/24 FY CIP budget has \$9,000,000 budgeted, and it is anticipated that the 2024/25 FY CIP budget will budget the remaining.

Central Avenue Water and Sewer Mainline Replacement Project – Central Avenue is complete and the Notice of Completion has been recorded with the County Recorder's office. The final payment will be released in early December.

The basebid for the project was \$2,532,275. The Board approved a 10% contingency for an approved contract price of \$2,785,503. The final project cost came in at \$2,668,505.30, or a 5.38% increase. However, this also included the lining of 400-feet of the Bella Vista sewer main, so we came in under the contract price for the original scope. This project is being funded by \$1M in wastewater bond sales as well as \$1.5M in Mainline Replacement Reserves.

SRF Energy Efficiency WWMF Micro-grid Project – The installation of the microgrid at the Wastewater Management Facility (WWMF) continues to be behind schedule. The solar portion of the facility was brought on-line and signed off by PG&E on July 1, 2022. The District has been using and exporting solar energy since then. The battery portion of the system is still grinding its way through the PG&E permitting process. PG&E finally came out on November 16th to do their inspection of the battery system. Unfortunately, the entire system operation was not functional, and PG&E was only able to sign off on a portion of the tests that they need to run. A subsequent inspection needs to be schedule to get the final PG&E approval. We are waiting for that inspection to get scheduled.

This project is funded by a \$2.5M grant/\$2.5M loan from the State Water Resources Control Board Energy Efficiency program. The total project cost was \$3,896,326. We are working on the final grant closeout now and will have it completed in early 2024. We are also pursuing additional rebates for this project from the Federal Inflation Reduction Act and may be able to have much of the loan paid from those rebates. We are working with Jackson & Eklund to pursue those rebates.

Sewer Undercrossing Project – FEMA has still not completed their National Environmental Policy Act (NEPA) review and issued a Finding of No Significant Impact (FONSI) to release the Phase 2 funding of the grant to fund the final design and construction of the project. Pacific Legacy completed the fieldwork required for the additional Cultural Resources survey the week of June 7, 2023 and submitted their Report of Findings in September 2023. The Pacific Legacy's Report has been forwarded to FEMA and they will forward it on to the State Historic Preservation Office as well as the local Tribal Historic Preservation Officers. FEMA is now working on completing NEPA and hopefully releasing the Phase 2 funding.

This project is funded by a Hazard Mitigation Grant from FEMA/CalOES. The original grant request was \$3,384,400 and an additional request for a total project cost of \$6,897,400, which, if approved, would fund \$5,173,050 in grant and the District would match \$1,725,350. This fiscal year's budget included \$100,000 for this project, with the remainder budgeted for the 2024/25 and 2025/26 Fiscal Years. The District's match was intended to be funded from the Certificates of Participation, Series 2021B-Sewer bonds. If the project continues to be delayed, the Sewer Bond funds may need to be spent on a different sewer project.

Office Remodel – LDA Partners continues to work on the Office Remodel design. LDA completed a final floor plan and elevations views and District Staff completed a final review and approval, and LDA has moved on into the final design. We'll of course see what the Engineer's Construction Costs Estimate comes back at and make final decisions on when/if we want to go out to bid. The funding for this project has not yet been secured, but Staff is pursuing funding through the State Water Resources Control Board, Clean Water State Revolving Fund grant/loan program.

McCluski/Hewitt Tank Replacement Project – This project consists of the replacement of the two existing redwood tanks at the west end of Hewitt Ave. The existing 100,000 gallon and 150,000-gallon redwood tanks located on McCluski Hill are two of six water tanks that serve the District. The 100,000-gallon tank was constructed in 1972 and the 150,000-gallon tank was constructed in 1982. Kennedy Jenks has finished their initial Design Bases and Alternatives Analysis Technical Memorandum. Based on the assessment we are proceeding with the design for two, 200,000-gallon, glass-fused lined, bolted steel tanks. The construction cost was estimated to be \$1,578,000. The existing grant is for Phase 1 funding, which will include the Biological and other Special Studies as well as Geotech assessment and 65% design drawings. Kennedy Jenks expects to complete the initial design and permitting work in December 2023. The Phase 1 documents will be submitted to CalOES and FEMA and then we will wait for the Phase 2 grant funding to be released for the construction of the tanks.

The overall grant cost estimate for this project was estimated to be \$1.44 Million, with 75% Federal Funding (\$1,079,038.50) and a 25% District match (\$359,679.50). This first phase of the work is estimated to cost \$155,750 overall which includes a \$38,938 District match. This grant was included in the current Fiscal Year budget and the recent Rate Study analysis and will be paid for from the Operations CIP budget.

Fischer Lift Station Upgrade Project - A Hazard Mitigation Grant was submitted for the upgrade of the Fischer Sewer Lift station on April 6, 2022. We heard in early November 2023 that Phase 1 of this grant will be funded. The grant will cover the complete retrofit of the Fischer Lift Station, which pumps wastewater from the entire southern half of McKinleyville to the wastewater management facility. This would include the replacement of the pumps and upgrading the electrical system, valves, and further seismically strengthen the building. District Staff is preparing the Request for Qualifications for Engineering Design and Environmental services. We will likely release the RFQ in early January and bring it back to the Board for approval of the selected Consultant at the March 6, 2024 Board Meeting.

The initial Phase 1 grant award is for \$243,580 with a District match of \$25,640. This project was not budgeted for in the current Fiscal Year as it was assumed it wouldn't hit until next FY. \$500,000 was budget in FY24/25 and \$500,000 in FY25/26. It is anticipated that minimal matching funds (much less than \$25k) will be spent this year.

Reporting by County Department – A regular meeting has been scheduled with President Orsini, GM Kaspari, Supervisor Madrone, and the MMAC Chair, Lisa Dugan. Jesse Miles, the Executive Director of the McKinleyville Chamber of Commerce, has also begun to join us for these meetings. These meetings occur on the fourth Monday of every month to discuss various topics of concern to all four organizations and the community. The November meeting was a meeting with Elisha Hayes, the Humboldt County Administrative Officer. Once again, a very interesting meeting discussing what the County budget looks like these days, changes to the cannabis tax and permitting process, Measure S and Measure Z, incorporation, and the EIR for the Town Center. It was a productive meeting. We will of course continue these meetings next year and are attempting to schedule meetings with the Auditor/Controller, DHHS, Scott Adaire, and second meetings with Directors Ford and Mattsen, and Sheriff Honsal.

Grant Applications – The Mad River Watermain Crossing Hazard Mitigation Grant application was submitted to CalOES in March 2021. We heard in December 2021 that the project had been forwarded by CalOES to FEMA for funding. We have not received a grant agreement for this project; however, we have received Requests for Information

from FEMA on the scope of the project, so it does look like it will also be 75% grant funded.

The Federal Bipartisan Infrastructure Law funding that we will have access to will be run through the EPA funded Clean Water and Drinking Water State Revolving Fund Programs. The SRF funding in California is run through the State Water Resources Control Board. As discussed with the Board at the December 7, 2022 Board Meeting, we have submitted a Clean Water SRF application for funding the retrofit of the Fischer and B Street Lift Stations, which are two of our highest priority Capital Improvement Projects. We submitted this grant application in December 2022 but were unfortunately notified recently that it will not be funded this Fiscal Year. Staff had been hearing there was additional SRF Funding, so this was a big disappointment.

We are also finishing up the design and assessment as part of the Recycled Water Grant for the Pialorsi property. We will turn this Planning Grant into an implementation grant application for the construction of the recycled water irrigation infrastructure for the Pialorsi property as well as upgrading the existing irrigation system for the Fischer property. Staff has submitted the initial portions of this grant application in September 2023.

We are also pursuing grant funding with CalTrout and GHD for the next phase of the project at the Fischer Road property. The next phase would include constructing trails/gravel roads to access the property, fencing, riparian zone restoration and possibly fishery restoration projects around the mouth of Mill Creek. We will bring all these grants back to the Board for formal approval as we reach that stage.

Meetings –The General Manager attended numerous meetings as usual. The meetings in November included meetings with Green Diamond on the progress of the Community Forest as well as a Community Forest Committee Meeting to update the Committee on the progress; Microgrid permitting meetings; construction meetings for the Central Avenue Water & Sewer replacement project; design meetings on the BMX Park development; weekly construction meetings with Kennedy Jenks Engineers for the 4.5MG Reservoir as well as the Hewitt Tank project design; Rotary meetings; MMAC and Incorporation Subcommittee meetings. 2023 continues to be busy and 2024 is shaping up to be just as busy.

Attachments: Attachment 1 – WWMF Monthly Self-Monitoring Report

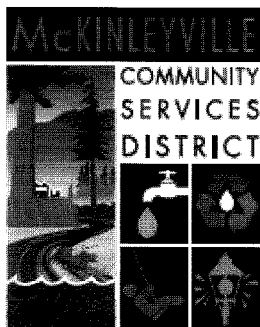
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PARKS & RECREATION OFFICE:

PHONE: (707) 839-9003
FAX: (707) 839-5964

R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

November 21, 2023

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for October 2023 for McKinleyville Community Services District Wastewater Management Facilities WID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 31 days going to 003, 004 and 006. The required monitoring and water quality constituents that were tested and reported was in compliance in October.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
Monitoring Location EFF- 001								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
Monitoring Location LND-001, REC-001								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					Compliance

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 240. The reported results for the current month are as follows. Median was <1.8 and a Maximum of <1.8. Five samples were collected in the month of October and was in compliance.

Monthly River Monitoring was conducted in October.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: October 2023

DATE	EFFLUENT FLOW		EFFLUENT MAXIMUM GPM	EFFLUENT RIVER CFS	EFFLUENT RIVER DILUTION	INFLUENT MONITORING		EFFLUENT MONITORING			SETTLABLE SOLIDS			TOTAL COLIFORM			RSW-001			RSW-002			
	M.G.D.	M.G.D.				B.O.D. mg/L	TSS mg/L	pH	(C°) TEMP	B.O.D. mg/L	TSS mg/L	CL ₂ RES.	RIVER CL ₂ RES.	SETTLABLE SOLIDS	CL ₂ RES.	CL ₂ RES.	TIME	PH	TEMP	D.O.	TIME	PH	TEMP
1	0.849	0.648	812	N/A	N/A	7.1	17.4			2.8	N/A												
2	0.769	0.819	992	N/A	N/A	7.1	17.1			2.8	N/A												
3	0.756	0.813	976	N/A	N/A	7.2	17.6			3.3	N/A												
4	0.751	0.838	966	N/A	N/A	7.1	17.4			3.3	N/A												
5	0.739	0.800	947	N/A	N/A	7.1	17.8			3.1	N/A												
6	0.742	0.806	960	N/A	N/A	7.1	18.0	0.0	2.5	3.2	N/A	<0.1											
7	0.765	0.644	810	N/A	N/A	7.1	17.8			2.9	N/A												
8	0.823	0.623	778	N/A	N/A	7.1	17.6			2.9	N/A												
9	0.798	0.607	766	N/A	N/A	7.1	17.6			2.2	N/A												
10	0.790	0.777	947	N/A	N/A	7.1	17.1			1.7	N/A												
11	0.790	0.773	970	N/A	N/A	7.1	17.2			1.7	N/A												
12	0.757	0.801	996	N/A	N/A	7.1	17.0			1.9	N/A												
13	0.750	0.774	952	N/A	N/A	7.1	16.6	2.1	0.0	2.3	N/A	<0.1											
14	0.773	0.609	769	N/A	N/A	7.1	16.7			1.7	N/A												
15	0.828	0.607	788	N/A	N/A	7.1	16.8			1.5	N/A												
16	0.793	0.783	977	N/A	N/A	7.0	17.1			1.6	N/A												
17	0.792	0.752	939	N/A	N/A	7.1	17.6			1.6	N/A												
18	0.766	0.803	1123	N/A	N/A	7.0	17.3			0.9	N/A												
19	0.757	0.799	966	N/A	N/A	7.0	16.8			1.1	N/A												
20	0.753	0.811	993	N/A	N/A	7.0	16.8	3.7	0.0	1.9	N/A	<0.1											
21	0.763	0.614	786	N/A	N/A	7.0	16.9			1.5	N/A												
22	0.862	0.613	794	N/A	N/A	7.0	17.3			1.4	N/A												
23	0.808	0.803	1038	N/A	N/A	7.1	17.2			1.9	N/A												
24	0.773	0.761	939	N/A	N/A	7.1	17.0			2.2	N/A												
25	0.772	0.731	912	N/A	N/A	7.1	16.8			2.3	N/A												
26	0.769	0.724	916	N/A	N/A	7.1	16.3			2.5	N/A												
27	0.756	0.728	917	N/A	N/A	7.3	10.5	6.8	2.6	1.7	N/A	<0.1											
28	0.767	0.603	770	N/A	N/A	7.1	14.7			2.8	N/A												
29	0.827	0.602	768	N/A	N/A	7.1	14.7			2.6	N/A												
30	0.780	0.730	908	N/A	N/A	7.0	14.5			2.7	N/A												
31	0.725	0.732	900	N/A	N/A	7.1	14.7			2.6	N/A												

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia Impact	Ammonia	Nitrate	Hardness	Phosphorus	Bis Phthalate	Carbon Tetrachloride	Chlorobromomethane	Dichlorobromomethane	Turbidity % Increase
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY TESTS LND-001 , REC-001 DISCHARGE TO PERC PONDS and LAND										
Organic Nitrogen	TDS	AMMONIA	NITRATE	NITRITE	SODIUM CHLORIDE	BORON	TSS	BOD	Conductivity	Turbidity
1.60	290	1.00	2.20	ND	40	48	48	330	120	0.3

MONTHLY TESTS RSW-001									
TDS	Hardness	Ammonia	Conductivity	Turbidity	TSS	BOD	BOD	BOD	TSS
120	100	ND	166	0.3	4600	3	3	3	3

MONTHLY TESTS RSW-002									
Healthness	Ammonia	Conductivity	Chloride	Conductivity	Turbidity	BOD	BOD	BOD	TSS
910	ND	ND	1240	0.6	1240	1	1	1	1

ACUTE TOXICITY									
Date	Species	TST Pass/Fail	Rainbow Trout	TST Pass/Fail	Rainbow Trout	TST Pass/Fail	Rainbow Trout	TST Pass/Fail	Rainbow Trout
		N/A		N/A		N/A		N/A	

Remarks: River is low at location RSW-002 testing area. Water is stagnant

Signature: _____

Permit Exceedance

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
EFFLUENT DISCHARGE DISPOSAL**

October 2023

Discharge Monitoring DATE	M-INF INFLUENT MGD	M-001 EFFLUENT MGD	MAXIMUM GPM	002 LND-001 N.POND MGD	002 LND-001 S.POND MGD	004 REC-001 FISCHER MGD UPPER	003 REC-001 FISCHER MGD LOWER	006 REC-001 PIALORSI MGD	005 REC-001 HILLER MGD	IRRIGATE TOTAL MGD	001 EFF-001 RIVER MGD
1	0.849	0.648	812	Decommissioned Perc Ponds		0.648				0.648	0.000
2	0.769	0.819	992			0.638	0.096	0.085		0.819	0.000
3	0.756	0.813	976			0.620	0.109	0.084		0.813	0.000
4	0.751	0.838	966			0.663	0.092	0.083		0.838	0.000
5	0.739	0.800	947			0.569	0.147	0.084		0.800	0.000
6	0.742	0.806	960			0.627	0.092	0.087		0.806	0.000
7	0.765	0.644	810			0.644				0.644	0.000
8	0.823	0.623	778			0.623				0.623	0.000
9	0.798	0.607	766			0.607				0.607	0.000
10	0.790	0.777	947			0.600	0.097	0.080		0.777	0.000
11	0.790	0.773	970			0.622	0.088	0.063		0.773	0.000
12	0.757	0.801	996			0.611	0.132	0.058		0.801	0.000
13	0.750	0.774	952			0.606	0.168			0.774	0.000
14	0.773	0.609	769			0.609				0.609	0.000
15	0.828	0.607	788			0.607				0.607	0.000
16	0.793	0.783	977			0.640		0.143		0.783	0.000
17	0.792	0.752	939			0.593		0.159		0.752	0.000
18	0.766	0.803	1123			0.635		0.168		0.803	0.000
19	0.757	0.799	966			0.637		0.162		0.799	0.000
20	0.753	0.811	993			0.646		0.165		0.811	0.000
21	0.763	0.614	786			0.614				0.614	0.000
22	0.862	0.613	794			0.613				0.613	0.000
23	0.808	0.803	1038			0.610	0.109	0.084		0.803	0.000
24	0.773	0.761	939			0.618		0.143		0.761	0.000
25	0.772	0.731	912			0.585	0.079	0.067		0.724	0.000
26	0.769	0.724	916			0.590	0.134			0.728	0.000
27	0.756	0.728	917			0.602	0.126			0.603	0.000
28	0.767	0.603	770			0.603				0.603	0.000
29	0.827	0.602	768			0.602				0.602	0.000
30	0.780	0.730	908			0.598		0.132		0.730	0.000
31	0.725	0.732	900			0.614		0.118		0.732	0.000
TOTAL	24.143	22.528		0.000	0.000	19.094	1.469	1.965	0.000	22.400	0.000
AVERAGE	0.779	0.727	906	0.000	0.000	0.000	0.000	0.000	0.000	0.723	0.000
MAXIMUM	0.862	0.838	1123	0.000	0.000	0.663	0.168	0.168	0.000	0.838	0.000
MINIMUM	0.725	0.602	766	0.000	0.000	0.569	0.079	0.058	0.000	0.602	0.000
DAYS	31	31		0	0	31	13	18	0	31	0

DAYS WITH NO DISCHARGE = 0