

RECORDED BY:
City of Blue Lake

AFTER RECORDING RETURN TO:
City of Blue Lake
C/O City Manager
PO Box 458
111 Greenwood Rd
Blue Lake, CA 95525-0458

This document is exempt from recording fees
pursuant to Calif. Government Code § 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 312-190-010-000, 312-131-037-000, 312-131-046-000, 312-190-010-000
Location: Unincorporated Area of Humboldt County

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Easement Deed") is made as of
April 7, 2026, by and between:

THE CITY OF BLUE LAKE,
a municipal corporation of the State of California,
hereinafter referred to as "City" or "Grantee"

and

ERIN MCCLURE,
in her capacity as Trustee of the Patricia Charley Trust
hereinafter referred to as "Grantor"

City and Grantor may sometimes hereinafter be individually referred to as "Party" or jointly as
"Parties."

RECITALS

WHEREAS, Grantor owns real property located near the City of Blue Lake in Humboldt County, California identified by Assessor Parcel Numbers 312-131-037-000, 312-131-045-000, 312-131-046-000, and 312-190-010-000 (each, referred to herein as a "Parcel," collectively referred to herein as the "Property"), which Property is more particularly described on **Exhibit A** hereto.

WHEREAS, beginning in 1912, the City has owned a leasehold interest in the Property recorded at Book 5, Page 302 of the Official Records of Humboldt County allowing the City to dig wells, and maintain reservoirs, tanks, and pipelines in and on a portion of the Property (the "Lease").

WHEREAS, in recognition that the term of the Lease has expired, Grantor has agreed to grant to the City certain easements over, across and on the Property to own, operate, and maintain the

water facilities consisting of a water tank, water line, related appurtenances, and access thereto, on the terms as set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to the City, and the City hereby accepts, for the uses and on the conditions hereinafter described, a water line easement (“**Water Line Easement**”), tank site easement (“**Tank Site Easement**”), and access easement (“**Access Easement**”) on portions of the Property more particularly described in Exhibit B, attached hereto and incorporated herein, and more particularly depicted in Exhibit C, attached hereto and incorporated herein. The Water Line Easement, the Tank Site Easement, and the Access Easement are collectively referred to as the “**Easements**” and the portions of the Property affected by the Easements are collectively referred to as the “**Easement Area**”. Grantor hereby retains the right to use the Access Easement area and grant similar rights to others, provided it does not unreasonably interfere with the Grantee’s use. Grantor acknowledges that the Tank Site Easement is a secure water infrastructure facility and will be fenced accordingly. All fencing will be constructed so as to not prohibit Grantor’s access across the Access Easement. Grantee will pay for any fencing around the Easement Area.
2. Easement Purpose. The City, the City's invitees, employees, agents, and contractors shall have a right to use the Water Line Easement and Tank Easement to own, install, construct, operate, replace, and maintain a water tank and water pipelines as part of the City’s water delivery system. The City shall have the further right to access all portions of the Easement Area at all reasonable times, including but not limited to, for construction, maintenance, operation, repair, and replacement of the water tank and associated facilities.
3. Access Road Maintenance. The City agrees to maintain the Access Easement in a manner suitable for all year vehicle accessibility; provided, however, that (i) asphalt paving shall not be required and (ii) in the event Grantor or any of Grantor’s contractors or agents cause damage to the Access Road, Grantor shall repair the damage and restore the road to its pre-damaged condition.
4. Term. The term of this Easements shall commence on the date (“**Commencement Date**”) this Easement Deed is recorded in the Official Records of Humboldt County and shall expire on the 40th annual anniversary of the Commencement Date (the “**Initial Term**”), unless sooner terminated in accordance with the terms and conditions of this Easement Deed.
5. Purchase Price. Reference is made hereto to that unrecorded Agreement to Convey Easement and Joint Escrow Instructions (“**PSA**”) duly executed and delivered by

and between the Parties hereto, through which City paid to Grantor the Purchase Price as defined in the PSA.

6. Annual Easement Payment. In addition to the Purchase Price, during each year during the Term, City shall pay to Grantor, the amount of Six Thousand Dollars (\$6,000.00) (the “**Annual Payment**”), subject to the inflationary adjustments herein after described. The First Annual Payment is due on the Commencement Date as described in paragraph 12.2 of the Agreement to Convey and Easement And Escrow Instructions (Close of Escrow.) The subsequent Annual Payments shall be made each year within fifteen (15) days of each annual anniversary of the Commencement Date. Furthermore, commencing with the second Annual Payment, the Annual Payment shall increase from the amount payable in the preceding year by 3.2%.
8. Water Delivery Services to Property. The City currently delivers water to three Parcels of the Property, said Parcels identified by APNs 312-131-045-000, 312-131-046-000, and 312-190-010-000, and said water deliveries referenced by City of Blue Lake water service account numbers 50591000, 50592000, 50594000, and 50593000. The City shall provide said four water services without charge to Grantor for combined water usage up to and including 300,000 cubic feet per calendar year. Water usage in excess of this amount in any calendar year shall be billed in equal fourths to each of the four water service accounts using the applicable water service rate then charged by the City of Blue Lake. Grantor may request the City to allocate excess water charges in amounts other than equal fourths to each of the four water service accounts at any time by written notice signed by all of the then property owners of the four Parcels. Water delivered to additional service connections installed on the Property or water consumed off the Property shall not be included within the non-charged annual 300,000 cubic feet water service allocation.
9. Relocation of Water Line Easement. In the event the Grantor or any successor in interest obtains a building permit for the construction of a permanent residential dwelling on the Property that would conflict with the location of the existing water line within the Water Line Easement, Grantee shall, at Grantee's sole cost and expense, relocate the water line to the nearest location that avoids the dwelling structure within the Property. Prior to applying for any building permit, Grantor agrees to use best efforts to design and locate any proposed residential dwelling or principal structure in a manner that avoids conflict with the existing water line location. Grantor shall provide Grantee with written notice of any proposed construction project at least one hundred and eighty (180) days prior to applying for a building permit, during which period the Parties shall cooperate in good faith to (a) identify alternative locations for the residential structure to avoid the need to relocate the water line; and (b) if relocation of the water line is necessary, identify

an alternative location for the water line that: (i) maintains adequate utility service, (ii) complies with applicable codes and regulations, (iii) minimizes disruption to both parties' use of their respective properties, and (iv) provides reasonable access for maintenance and repairs. Any relocation shall be completed prior to commencement of construction of the permitted structure. Upon completion of the relocation, the parties shall execute and record an amendment to this Easement Deed describing the new location and legal description of the relocated easement area, which amendment shall be recorded in the official records of Humboldt County at Grantee's expense. This relocation obligation shall run with the land and bind all successors and assigns of both parties.

10. Timber Clearance for Fire Protection. If City desires or is required to clear standing timber (trees) for any reason adjacent to water tank or any other portion of the easement the following are the conditions of sale/operation. City will notify Seller. If required, City will obtain any and all necessary permits. City will designate the trees they wish to remove. Trees will be cruised/measured. Prior to being removed the City will pay the most current State Board of Equalization Harvest Value per thousand per species measured or cruised to Seller. City will be responsible for any mitigations required by any agency's permit requirements. City shall have the right to market and sale the removed timber and keep all proceeds therefrom.
11. Damage to and Repair of Grantor Property. City shall bear all costs to repair any damage to any improvements on the Property within the easement area now existing or hereafter installed by Grantor, its successor owners, or any other parties having rights over the Grantor Property, to the extent such damage is caused by or attributable to (i) any construction, maintenance, repair or replacement and any other work in connection with this Easement Deed, (ii) any other acts or omissions of City or any of its contractors, agents, consultants, representatives, officers, employees, invitees, guests, or licensees (collectively, the "**City Parties**") or (iii) any exercise of the rights granted herein. City shall promptly repair and restore, at its sole cost and expense, to its previously existing or better condition, any of Grantor's property, including, but not limited to, roads, utilities, and fences, that may be altered, damaged or destroyed in connection with City's or any City Parties' exercise of the Easement or use of the Easement Area.
12. No Liens, Stop Payment Notices, or Other Encumbrances. City shall not directly or indirectly create, or permit to be created or remain, and will discharge promptly (not to exceed 30 days from demand by Grantor), any lien (including, without limitation, mechanic's liens), encumbrance, stop notice, or charge upon the Property, arising out of or in connection with City's or any City Parties' activities relating to the Easement, including any activities performed by a contractor or service provider authorized by City to perform work pursuant to City's rights under the Easement.

13. Reservation of Rights. Grantor hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by City of the rights and easement herein granted.
14. Not a Public Dedication. Nothing herein shall be deemed a dedication of the Easement Area or any portion of the Property to or for the benefit of the general public whatsoever, it being the intention of the parties hereto that the Easement shall be strictly limited to and for the purposes herein expressed. The City shall issue public service announcements to the general public that the existence of this Easement does not create any rights in the general public to access Grantor's Property. The City shall post appropriate signage at the Access Easement entry point that informs the public the use of the Access Easement by persons other than authorized City personnel is prohibited.
15. Protection against Trespass. In an effort to discourage trespass onto the Property, the City agrees to do each of the following:
 - a. Vehicle Gates. Grantor shall at Grantor's sole cost and expense install and maintain a vehicular gate at the point where the Access Easement intersects with Buckley Road. The gate shall be of commercial quality construction, appropriate for the intended use, and shall include a locking mechanism. Grantor shall provide Grantee with a key, combination, or other means of access to the gate. The gate shall remain closed at all times when not in active use by Grantee or its authorized agents, contractors, or employees. In the event the gate becomes damaged or inoperable, Grantor shall repair or replace the gate within thirty (30) days Grantor's actual knowledge of the damage or malfunction, whichever occurs first. Grantee shall reimburse Grantor up to \$13,000 to install a gate to the above specifications upon presentation to the City of all invoices associated with the cost of installation. If damage to the Vehicle Gate is caused by Grantee or its agents or employees, Grantee agrees to fix or replace the Vehicle Gate at Grantee's sole expense.
 - b. Pedestrian Gate. Grantee shall reimburse to Grantor in an amount not to exceed \$11,500 in the event Grantor installs a gate along that established pedestrian trail off Buckley Road to that location commonly referred to as the waterfall. To be eligible for reimbursement, Grantor must (i) complete the work within five years of the recordation of this Easement and (ii) provide Grantee with written notice of the intended installation. Grantor shall provide Grantee with receipts and documentation of all costs incurred.
 - c. Posting of No Trespass Signs. Grantee shall, at Grantee's sole cost and expense, install and maintain "No Trespassing" signs along Buckley Road. Signs shall be

posted at intervals of no more than 100 feet and at all points of potential public access to the Property along Buckley Road. Signs shall be weather-resistant, clearly visible, and comply with local ordinances regarding size, placement, and content. The signs shall indicate that the area is private property and that unauthorized access is prohibited. Grantee shall replace any damaged, missing, or illegible signs within thirty (30) days of receiving written notice from Grantor or within thirty (30) days of Grantee's actual knowledge of the need for replacement, whichever occurs first. Grantee shall ensure that sign placement does not violate any applicable municipal, county, or state regulations regarding roadway signage.

16. Compliance with Regulatory Authorities. City shall, at its own cost and expense, promptly and at all times observe, comply with, and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits, and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from City's use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area. In addition, City shall ensure that all construction performed by City in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the waters of the state.
17. Indemnity. City hereby agrees to indemnify, defend, and hold harmless, Grantor, its agents, employees, and contractors (the "**Indemnified Parties**") against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of City's use of, or operations or activities conducted in, on or over the Easement Area, and/or the exercise of the rights under this Easement Deed by City, its agents, officers, employees, invitees or licensees, except for liability arising out of the concurrent active or sole negligence of Grantor, its officers, agents, invitees, employees or contractors including the cost of defense of any lawsuit arising therefrom. If Grantor is named as co-defendant in a lawsuit in connection with this Easement Deed, City shall notify Grantor of such fact and shall represent Grantor in such legal action unless Grantor undertakes to represent itself as co-defendant in such legal action, in which event, City shall pay to Grantor reasonable litigation costs, expenses, and attorneys' fees. If judgment is entered against Grantor and City by a court of competent jurisdiction because of the concurrent active negligence of Grantor and City, Grantor and City agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

18. Assumption of Risks; Waiver of Liability. City agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Easement Area, any improvements constructed or installed thereon by City, City's use of the Easement, or exercise of the rights granted herein. City waives all claims against Grantor and each of the Indemnified Parties for loss or damage caused by, arising out of, or in any way connected with City's use of the Easement or the exercise of the rights granted herein.
19. Insurance. City shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the City, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:
- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
 - b. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
20. Hazardous or Toxic Materials. City shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area, except only the types and/or quantities which are normally used in connection with City's exercise of its rights under this Easement Deed. If City breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which City is legally liable to Grantor for damage resulting therefrom, then City shall indemnify, defend, and hold harmless, Grantor, and its elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after City's use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by Grantor in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local

governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area that occur as a result of City's use of the Easement Area. City shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by City, provided City shall first have obtained the approval of any necessary governmental entities or agencies for any such remedial action. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency acting in its governmental capacity, the State of California, or the United States government.

21. Default and Termination.

- (a) Default. In the event that City fails to comply with any term, condition, or obligation set forth in this Easement Deed, such failure shall constitute a default (the "**Default**").
- (b) Notice of Default. In the event of a Default, Grantor shall provide written notice of the Default to the City, specifying the nature of the Default and the actions required to remedy it.
- (c) Right to Cure. Upon receipt of the notice of Default, the City shall have a period of sixty (60) days to cure the Default (the "**Cure Period**"). If the Default is of a nature that cannot be reasonably cured within the Cure Period, the City shall commence such cure within the Cure Period and diligently pursue the cure to completion.
- (d) Failure to Cure. If the City fails to cure the Default within the specified time frame, Grantor shall have the right to exercise any and all remedies available at law or in equity, including, but not limited to, seeking injunctive relief, damages, or termination of this Easement Deed.
- (e) Waiver of Default. No delay or failure by Grantor to exercise any right or remedy upon a Default shall constitute a waiver of such Default or any subsequent Default.

22. Property Tax Liability and Reimbursement. If the placement, construction, installation, maintenance, or existence of any improvements by City within the Easement Area results in an increase in the assessed value of, or real property taxes or assessments levied against, Grantor's property (the "Increased Taxes"), City shall be responsible for such Increased Taxes.

Grantor shall promptly notify City in writing of the Increased Taxes and shall provide City with a copy of the relevant tax bill or assessment notice. City shall, within thirty (30) days after written demand from Grantor, reimburse Grantor for the amount of the Increased Taxes, together with any interest or penalties actually incurred by Grantor as a result of such increase.

Grantor shall have the right, but not the obligation, to contest any reassessment or increase in taxes or assessments that Grantor believes is attributable to Grantee's improvements. At City's request, Grantor shall reasonably cooperate with City in any such contest, provided that all costs, expenses, and fees (including attorneys' fees) incurred in connection therewith shall be borne by City. Any reduction or refund of taxes or assessments obtained as a result of such contest shall be credited to City to the extent City has reimbursed Grantor for such Increased Taxes.

23. Quitclaim of a Portion of The Lease. City shall provide a signed and notarized quitclaim deed releasing its claim to the rights contained in the Lease to Grantor to be recorded concurrently with this Easement Deed.
24. No Assignment by City. City shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Easement Deed without Grantor's prior written consent, which may be granted or withheld in Grantor's sole discretion. Any attempt to make an assignment in violation of this provision shall be null and void.
25. Binding Effect. This Agreement shall be, and hereby is, made a part of each conveyance of all or any part of the burdened property and the benefited property and shall run with the land as to all property burdened and benefited by this Agreement, and no act of subdivision of the burdened property shall limit the applicability of this Agreement. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each of the parties, respective successors and assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, devisees, successors and assigns of the parties hereto.
26. Amendment, Modification, Amendment and Termination. Except as provided herein, this Easement Deed may be amended, modified, terminated or cancelled, in whole or in part, only by agreement of City and Grantor. No such amendment, modification, termination or cancellation shall be effective unless a written instrument setting forth its terms has been executed, acknowledged and recorded by the parties in the official records of Humboldt County. Notwithstanding the foregoing, Grantor shall be entitled to terminate this Easement Agreement without City's consent if (a) City is in default under this Easement Agreement following the notice and cure period specific above, or (b) City fails to use or ceases using the Easement Area for the purposes allowed hereunder for a continuous period of

twenty-four (24) months. Upon any termination of this Easement Deed, upon Grantor's request, City shall, at City's sole cost and expense, promptly execute a quitclaim deed and such other instruments as Grantor shall require evidencing such termination. On demand by Grantor, upon any termination of this Easement Deed, City shall promptly remove any and all improvements it installed in, on, under or above the Easement Area and restore the premises as nearly as possible to the same condition they were in prior to the execution of this Easement Deed. At the option of Grantor, if any such improvements are not removed and the premises are not restored, Grantor may either remove the improvements and restore the premises and charge City for the reasonable costs of such removal and restoration, or all such improvements shall become the property of Grantor at no cost to Grantor.

27. Severability. If any term, covenant, condition, or provision of this Easement Deed is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
28. Survival of Certain Provisions. The provisions of Sections 15, 16, 18, 19, and 23 shall survive the expiration or sooner termination of this Easement Deed.
29. Notices. Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

Grantor: ERIN MCCLURE, Trustee of the Patricia Charley Trust
P.O. Box 1117
Blue Lake, CA 95525-1117

City: City of Blue Lake
C/O City Manager
PO Box 458
Blue Lake, CA 95525-0458

IN WITNESS WHEREOF, the parties hereto have caused this Easement Deed to be duly executed as of the date first written above.

GRANTOR: ERIN MCCLURE, in her capacity as Trustee of
the Patricia Charley Trust

By: 

Name: Erin McClure

Title: Trustee

GRANTEE:

THE CITY OF BLUE LAKE

By: 
Name: Jennie Short
Title: City Manager

SCHEDULE OF EXHIBITS

Exhibit A – Legal Description of Property

Exhibit B – Legal Description of Easement Area

Exhibit C – Depiction of Easement Area

Easement Deed and Agreement

Exhibit A

Legal Description of Property

To be supplied by Title Company

During Escrow

Easement Deed and Agreement

Exhibit B

Water Line Easement

Tank Site Easement

Access Easement

EXHIBIT "A"

All that real property located in the Southwest 1/4 of Section 20, Township 6 North, Range 2 East, Humboldt Baseline and Meridian, in the unincorporated area of the County of Humboldt, State of California, as shown on Exhibit B attached hereto and made a part hereof, described as follows:

WATER LINE EASEMENT

An easement for water line purposes, being portions of Parcel 1 and the Remainder parcel, as said parcels are shown on the map filed in Book 23 of Parcel Maps, Page 37, Humboldt County Records, and portions of those parcels described in Section (2) on page 11 of the Notice of Final Distribution recorded as Document 1994-24382 and Parcel "B" in the Notice of Lot Line Adjustment recorded as Document 2007-06039, Official Records of Humboldt County, and being a strip of land 25 feet in width, the centerline of which is described as follows:

Commencing at a 1 ½" brass cap monument marking the corner common to Sections 19, 20, 29, and 30, said Township, Range, and Meridian, as shown on said Parcel Map;

Thence North 79°44'16" East 467.82 feet to the Point of Beginning of the herein described centerline, being the point of connection of an existing 10 inch underground water line;

From said Point of Beginning, along the existing water line the following 11 courses:

- 1) North 37°16'59" East 150.00 feet;
- 2) North 41°46'59" East 289.00 feet;
- 3) North 53°16'59" East 182.00 feet;
- 4) North 44°16'59" East 90.00 feet;
- 5) North 44°46'59" East 345.00 feet;
- 6) North 61°16'59" East 36.00 feet;
- 7) North 47°16'59" East 160.00 feet;
- 8) North 45°16'59" East 128.00 feet;
- 9) North 33°16'59" East 167.00 feet;
- 10) North 40°16'59" East 78.00 feet;
- 11) North 45°16'59" East 265.87 feet to the point hereinafter referred to as Point "A" and the terminus of the herein described centerline;

End of description.

TANK SITE EASEMENT

An easement for water storage purposes, being a portion of that parcel described in Section (2) on page 11 of the Notice of Final Distribution recorded as Document 1994-24382, Official Records of Humboldt County, more particularly described as follows:

Beginning at the point designated as Point "A" above;

From said Point of Beginning, the following 12 courses:

- 1) South 65°40'22" East 8.76 feet;
- 2) North 85°38'30" East 39.31 feet;
- 3) North 47°33'44" East 24.73 feet;
- 4) Along a curve to the left, having a radius of 42.50 feet, an interior angle of 114°18'45", and a length of 84.79 feet;

- 5) North 66°45'01" West 93.21 feet to a point hereinafter referred to as Point "B";
- 6) North 39°34'06" West 15.00 feet;
- 7) South 36°42'21" West 30.01 feet;
- 8) South 45°19'36" West 28.99 feet;
- 9) South 04°26'21" West 19.77 feet;
- 10) South 29°33'06" East 31.49 feet;
- 11) South 47°55'05" East 38.97 feet;
- 12) South 65°40'22" East 41.06 feet to the Point of Beginning;

End of Description.

ACCESS EASEMENT

An easement for ingress, egress, and maintenance purposes, being portions of the Remainder Parcel, as shown on the map filed in Book 23 of Parcel Maps, Page 37, and that parcel described in Section (2) on page 11 of the Notice of Final Distribution recorded as Document 1994-24382, Official Records of Humboldt County, and being a strip of land 30 feet in width, the centerline of which is described as follows:

Beginning at the point designated above as Point "B", being a point in the centerline of an existing gravel access road;

From said Point of Beginning, along the centerline of said road, the following 12 courses:

- 1) North 50°25'54" East 67.55 feet;
- 2) North 61°29'57" East 68.53 feet;
- 3) North 79°41'36" East 106.46 feet;
- 4) Along a curve to the right, having a radius of 35.00 feet, an interior angle of 65°02'10", and a length of 39.73 feet;
- 5) South 35°16'13" East 58.60 feet;
- 6) Along a curve to the left, having a radius of 100.00 feet, an interior angle of 48°18'54", and a length of 84.33 feet;
- 7) South 83°35'07" East 20.68 feet;
- 8) Along a curve to the right, having a radius of 65.00 feet, an interior angle of 78°13'39", and a length of 88.75 feet;
- 9) South 05°21'28" East 33.83 feet;
- 10) Along a curve to the left, having a radius of 80.00 feet, an interior angle of 47°06'20", and a length of 65.77 feet;
- 11) South 52°27'48" East 88.91 feet;
- 12) Along a curve to the left, having a radius of 112.09 feet, an interior angle of 18°36'54", and a length of 36.42 feet, more or less, to the westerly line of Buckley Road, and the terminus of the herein described centerline;

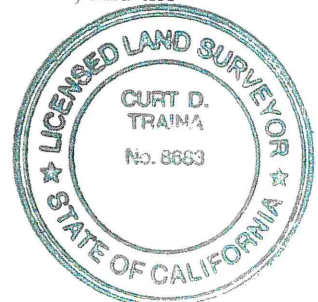
End of description.



Curt D. Traina LS 8683
SHN Consulting Engineers and Geologists, Inc.

11/29/12

Date



Easement Deed and Agreement

Exhibit C

Depiction of Easement Area

2 Sheets

EXHIBIT B



1" = 300'

TANK SITE
SEE SHEET 2

PATRICIA CHARLEY TRUST
#2007-06039

N 45°16'59" E
265.87'

POINT "A"

Q 25' WATER LINE ESMT.

N 45°16'59" E
128.00'

N 40°16'59" E
78.00'

N 33°16'59" E
167.00'

N 47°16'59" E
160.00'

N 61°16'59" E
36.00'

PATRICIA CHARLEY TRUST
REMAINDER PARCEL
23 PM 37

N 44°16'59" E
90.00'

N 53°16'59" E
182.00'

PATRICIA CHARLEY TRUST
#1994-24382

N 37°16'59" E
150.00'

N 79°44'16" E
467.82'

19 | 20
30 | 29

(S 89°46'54" E 1309.27') 2 PM 132

SECTION CORNER
SEE 2 PM 132 &
23 PM 37



PATRICIA CHARLEY TRUST
PARCEL 1
23 PM 37

W 1/16 CORNER
PER 2 PM 132

SHN
Consulting Engineers
& Geologists, Inc.

City of Blue Lake
Buckley Road Tank Site
Water Line Easement

Exhibit B

SHN 012003-802

November 2012

012003-802SVY.dwg

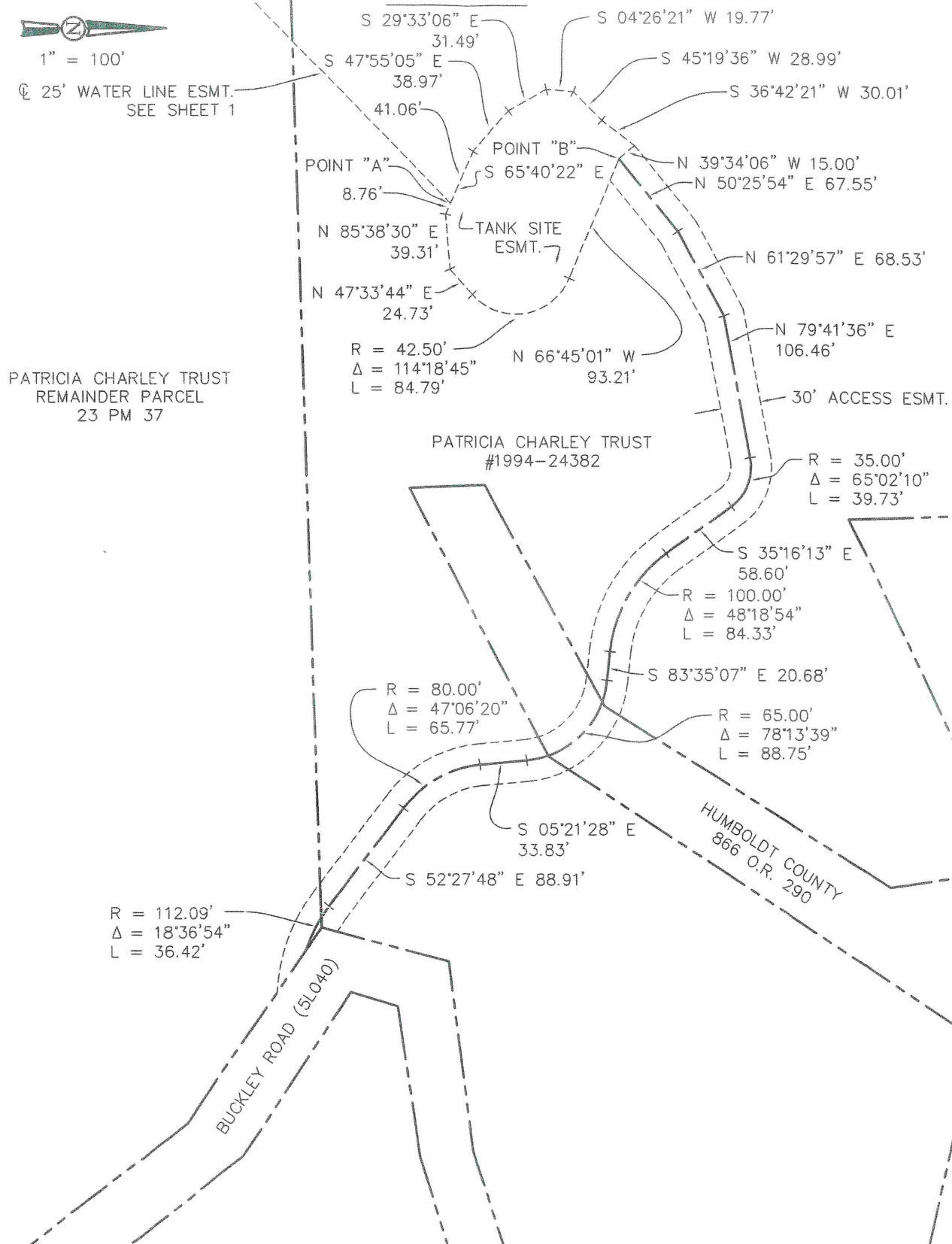
Sheet 1 of 2



1" = 100'

25' WATER LINE ESMT.
SEE SHEET 1

EXHIBIT B



Consulting Engineers
& Geologists, Inc.

City of Blue Lake
Buckley Road Tank Site
Tank & Access Easements

November 2012

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Exhibit B

SHN 012003-802

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