

1 DOCUMENT RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO:

2 State of California  
3 State Lands Commission  
4 1807 13th Street  
5 Sacramento, CA 95814  
6 Attention: Leslie H. Grimes  
7 Telephone: (916) 322-1012

BLA 210  
W 22646

8 State of California Official Business  
9 Document entitled to free recordation  
10 pursuant to Government Code section 6103

11 No Tax Due

12 EXCHANGE AGREEMENT AND BOUNDARY SETTLEMENT

13 Instructions to the Humboldt County Recorder

14 This document includes conveyances between the parties to this  
15 agreement. Please index this document as follows:

16	17	18	19
<u>Grantor</u>	<u>Grantee</u>	<u>Agreement Exhibit in which Real Property is Described</u>	
20 State of California, 21 acting by and through 22 State Lands Commission	H. Robert Halvorsen	A	
23 Humboldt Bay Harbor, 24 Recreation and Conser- 25 vation District	H. Robert Halvorsen	A	
26 Robert Halvorsen	State of California, 27 by and through the State Lands Commission	B	
28 Robert Halvorsen	Humboldt Bay Harbor, 29 Recreation and 30 Conservation District	B	
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1 The parties to this Exchange Agreement and Boundary Settlement,  
2 dated March 22, 1982, are the State of California,  
3 acting by and through its State Lands Commission (STATE), the  
4 Humboldt Bay Harbor, Recreation and Conservation District, orga-  
5 nized and existing under the laws of the State of California  
6 (DISTRICT) and Robert Halvorsen (HALVORSEN).

7 WITNESSETH:

8 (1) WHEREAS, this Agreement concerns a parcel of real pro-  
9 perty in the County of Humboldt, State of California, referred to  
10 throughout this agreement as PARCEL A and described in the  
11 attached Exhibit A which exhibit is incorporated as a part of  
12 this agreement by this reference; and

13 (2) WHEREAS, this Agreement also concerns another parcel of  
14 property in the County of Humboldt, State of California, referred  
15 to throughout this agreement as PARCEL B and described in the  
16 attached Exhibit B which exhibit is incorporated as a part of this  
17 agreement by their reference; and

18 (3) WHEREAS, upon its admission to the United States of  
19 America on September 9, 1850, the State of California, by virtue  
20 of its sovereignty, received in trust for the purposes of commerce,  
21 navigation and fisheries all right, title and interest in tide and  
22 submerged lands within the boundaries of the State of California;  
23 and

24 (4) WHEREAS, the State of California in the early years of  
25 statehood enacted various statutes authorizing the sale of tide-  
26 lands to private applicants; and

27 (5) WHEREAS, PARCELS A and B were included within the

1 perimeter description of the Patent for Tideland Survey No. 90  
2 dated June 24, 1876, and surveyed on October 10, 1871, issued by  
3 the State of California to Waterford Field; and

4 (6) WHEREAS, the California Supreme Court held in the case of  
5 People v. California Fish Company (1913) 166 Cal. 576, that sales  
6 of land made pursuant to the tideland sales statutes passed base  
7 legal title only to those lands between the lines of high and low  
8 tides and that any title passed was encumbered by a public trust  
9 easement for commerce, navigation and fisheries; and

10 (7) WHEREAS, the State of California in Chapter 1283 of the  
11 Statutes of 1970, as amended, created the DISTRICT and granted to  
12 it the tideland and submerged lands of Humboldt Bay, including the  
13 reserved STATE interests in PARCELS A and B, subject to certain  
14 terms and conditions; and

15 (8) WHEREAS, HALVORSEN claims present fee ownership in  
16 PARCELS A and B as successor in interest to all the right, title  
17 and interest which was granted by the Patent to Tideland Survey  
18 No. 90; and

19 (9) WHEREAS, a dispute has existed between the STATE,  
20 DISTRICT and HALVORSEN as to the nature and extent of the rights,  
21 titles and interests conveyed by the Patent for Tideland Survey  
22 No. 90, to wit:

23 A. HALVORSEN contends that the Patent for Tideland  
24 Survey No. 90 conveyed all of the State's right, title and  
25 interest in and to all of the lands, whether submerged lands,  
26 tidelands or swamp and overflowed lands, within PARCELS A and B,  
27 free of the public trust for commerce navigation and fisheries or

1 any other public right, title and interest; and

2 B. The DISTRICT and STATE contend that all of the  
3 lands located within PARCELS A and B are within the perimeter  
4 description of said tideland patent and are subject to the  
5 tideland easement for commerce, navigation and fisheries; and

6 C. The DISTRICT and STATE also contend that a sizable  
7 portion of PARCELS A and B was below the line of mean low water  
8 at the time of the survey and patent for Tidelands Survey No. 90  
9 and thus never passed into private ownership by said patent but  
10 remains in the fee ownership of DISTRICT and STATE; and

11 (10) WHEREAS, the parties hereto are in agreement that  
12 PARCELS A and B are within the area described as DISTRICT tide-  
13 lands in Chapter 1040 of the Statutes of 1976; and

14 (11) WHEREAS, the total area of PARCEL A and a portion of  
15 the area of PARCEL B have been filled and reclaimed and are no  
16 longer, in fact, tidelands or submerged lands; and

17 (12) WHEREAS, the result of the above filling has been  
18 to obliterate evidence of the natural position of the District  
19 tidelands or submerged lands as well as evidence indicating the  
20 extent to which changes in PARCELS A and B may be attributed to  
21 natural as opposed to artificial processes thereby making resolu-  
22 tion of the disputes above stated substantially more difficult;  
23 and

24 (13) WHEREAS, the public interest requires that said out-  
25 standing title problems be resolved and forever laid to rest  
26 either through lengthy, complex, and burdensome litigation, or  
27 through an agreement between the affected parties; and

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1 (14) WHEREAS, the Legislature of the State of California,  
2 to facilitate and to aid in the compromise, settlement and adjust-  
3 ment of said disputes enacted Chapter 1040 of the Statutes of  
4 1976, which, among other things, authorized the exchange of  
5 quitclaims and conveyances of lands within the District  
6 Tidelands, as they are defined in said statute and the settlement  
7 by the DISTRICT, with approval of the STATE, of boundary and title  
8 disputes within the District Tidelands; and

9 (15) WHEREAS, in order to avoid lengthy, complex and ex-  
10 pensive litigation of uncertain result, the parties have, after  
11 negotiation, decided that it is in the best interests of all con-  
12 cerned to resolve this dispute by the DISTRICT and STATE conveying  
13 to HALVORSEN all of the DISTRICT'S and STATE'S right, title and  
14 interest in and to PARCEL A, free of the tidelands easement, and  
15 that the DISTRICT receive from HALVORSEN, in consideration for  
16 such conveyance, all of HALVORSEN'S right, title and interest  
17 held subject to the public trust for commerce, navigation and  
18 fisheries and subject to the terms and conditions of Chapter 1283  
19 of the statutes of 1970, as amended, in PARCEL B.

20 (16) WHEREAS, the conveyance of land by HALVORSEN to the  
21 DISTRICT has been determined by the DISTRICT to be equal to or  
22 exceeding the value of the interests of the STATE and DISTRICT to  
23 be conveyed pursuant to this Agreement; and

24 (17) WHEREAS, the settlement of the title disputes as  
25 described above and the effecting of the exchange of lands,  
26 rights, and interest in connection therewith will, among other  
27 things, result in the beneficial consolidation of the DISTRICT'S

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1 claims of rights, titles and interests in and to lands adjacent  
2 to Humboldt Bay which will permit the more effective and effi-  
3 cient utilization of said lands for purposes of the tideland  
4 easement in that, among other things, it will result in addi-  
5 tional public access to the waters of Humboldt Bay; and

6 (18) WHEREAS, the settlement herein provided for will enable  
7 the DISTRICT and HALVORSEN to respectively develop, for respective  
8 public and private purposes, the lands to be confirmed to HALVORSEN  
9 and the lands to be conveyed to the DISTRICT.

10 NOW, THEREFORE, for and in consideration of the  
11 foregoing premises and the mutual covenants and agreements  
12 herein contained or provided for, the parties hereto agree as  
13 follows:

14 1. DISTRICT'S quitclaim to HALVORSEN. The DISTRICT  
15 hereby quitclaims to HALVORSEN all of its rights, title and  
16 interest as trustee by virtue of chapter 1283 of the Statutes of  
17 1970 as amended in and to PARCEL A as described in Exhibit A, and  
18 as herein approved by the State Lands Commission, all the rights,  
19 title and interest of the State of California in such lands by  
20 virtue of the statutory and common law public trusts.

21 2. HALVORSEN'S Quitclaim to DISTRICT. HALVORSEN hereby  
22 quitclaims to the DISTRICT and the STATE all of its right, title  
23 and interest in and to PARCEL B as described in Exhibit B, to be  
24 held by the DISTRICT subject to the terms and conditions of  
25 chapter 1283 of the Statutes of 1970, the public trust for com-  
26 merce, navigation and fisheries and the residuary interests of  
27 STATE.

1           3. Approvals. The State Lands Commission and the  
2 DISTRICT by indicating their approval of and execution of this  
3 Settlement Agreement, hereby:

4           A. Determines and declares, pursuant to and in  
5 accordance with section 2 of chapter 1040 of the Statutes of 1976,  
6 that PARCEL A described in Exhibit A to the extent said parcel was  
7 sovereign tidelands and submerged lands and not uplands, has here-  
8 tofore been improved in connection with the development of the  
9 Humboldt Bay area, and in the process of such development has been  
10 filled and reclaimed, is no longer submerged or below the present  
11 line of mean high tide, and is no longer necessary or useful for  
12 commerce, navigation or fisheries, or for such uses or trusts as  
13 are or have been imposed by the statutory grants of tide and sub-  
14 merged lands from the STATE to the DISTRICT, and is hereby freed  
15 from such statutory and common law trusts.

16           B. In accordance with section 3(a) of chapter 1040  
17 of the Statutes of 1976, approves this Settlement Agreement and  
18 the conveyances provided for herein and approves the DISTRICT, as  
19 trustee of the statutory and common law public trust, conveying  
20 to HALVORSEN all of the right, title and interest of the State of  
21 California and all of the right, title and interest of the  
22 DISTRICT held by virtue of chapter 1283 of the Statutes of 1970,  
23 as amended, in and to PARCEL A.

24           C. Further finds and declares that pursuant to  
25 section 4 of chapter 1040 of the Statutes of 1976, the considera-  
26 tion being paid to the DISTRICT pursuant to this agreement has a  
27 value equivalent to or exceeding the value of the interest of the

1 STATE and DISTRICT being conveyed to HALVORSEN hereunder, and  
2 approves of the adequacy of the consideration as determined by  
3 the DISTRICT with respect to the settlement provided for herein.

4 D. In accordance with section 3(b) of chapter 1040  
5 of the Statutes of 1976, approves the upland boundary of PARCEL B  
6 as the compromise boundary line between the interests of HALVORSEN  
7 to the private uplands and the interests of the DISTRICT and STATE  
8 to those sovereign lands conveyed pursuant to chapter 1283 of the  
9 Statutes of 1970.

10 E. Determines and declares that it is receiving the  
11 mineral rights in and to PARCEL B so it may relinquish the mineral  
12 rights in PARCEL A pursuant to section 5 of chapter 1040 of the  
13 Statutes of 1976.

14 4. Creation of Escrow. The parties hereby designate  
15 Western Title Insurance Company to act as escrow agent pur-  
16 suant to the provisions of this agreement. The parties hereby  
17 authorize, respectively, counsel to DISTRICT, the staff of the  
18 State Lands Commission, the Attorney General or their counsel, to  
19 enter into any additional escrow instructions to effectuate the  
20 provisions of this agreement including, but not limited to, the  
21 following:

22 A. Escrow Costs. The costs of the escrow shall  
23 be borne entirely by HALVORSEN.

24 B. Acceptance by Escrow Agent. By executing this  
25 agreement as provided below, escrow agent accepts the rights,  
26 duties and responsibilities set forth herein.

27 C. Conflicting Demands. In the event conflicting

1 demands are made or notices served upon escrow agent with respect  
2 to this escrow, the parties hereto expressly agree that it shall  
3 have the absolute right at its election to do either or both of  
4 the following:

5                   1) Withhold and stop all further proceedings  
6 in and performance of this escrow; and

7                   2) File a suit in interpleader and obtain an  
8 order from the court requiring the parties to interplead and  
9 litigate in such court their several claims and rights among  
10 themselves. In the event such interpleader suit is brought, the  
11 escrow agent shall ipso facto be fully released and discharged from  
12 all obligations imposed upon it by this agreement. The remedies  
13 expressly granted to escrow agent herein shall be in addition to  
14 any other remedies granted by law to escrow agent.

15                   D. Withdrawal of instruments. Prior to the  
16 close of escrow or termination thereof in accordance with the  
17 terms of this agreement, no party shall have the right to withdraw  
18 instruments or funds deposited by it with escrow agent.

19                   E. Further Instructions. The escrow agent is  
20 hereby authorized to accept such further instructions and provi-  
21 sions relating to its duties and responsibilities which are con-  
22 sistent with the terms and conditions of this agreement as parti-  
23 cular parties to this agreement may desire to provide the escrow  
24 agent. This agreement may be modified or amended only by a  
25 written instrument executed by all parties to be charged therewith  
26 and deposited with escrow agent. Nothing herein, however, shall  
27 affect or diminish the rights of any party to this paragraph at

1 law or in equity, or both.

2 5. Termination of Escrow.

3 A. In the event the escrow is terminated for  
4 any reason as provided herein prior to recording of this agreement,  
5 the escrow agent shall forthwith return all documents and monies  
6 then held in escrow to the party depositing the same and this  
7 agreement shall be of no further force or effect. This agreement  
8 shall become irrevocable, either by or against the parties from  
9 and after the time of its recording.

10 B. If the escrow is terminated, and if either  
11 party has failed to perform his respective duties hereunder, each  
12 party shall have such rights and remedies, as provided by law and  
13 in equity, for the failure of such other party to perform.

14 6. Compromise Agreement. It is expressly understood  
15 that the agreement of the parties set forth herein is in compromise  
16 and settlement of their dispute with regard to various title and  
17 boundary disputes described in the recitals herein. Nothing con-  
18 tained herein shall be an admission of any party hereto with  
19 respect to such disputes and shall not be used by any person in  
20 any proceeding, whether judicial or otherwise, to evidence the  
21 location, character, condition, ownership or legal status of any  
22 right, title or interest in or to the Settlement Area or any  
23 similar property or interest therein or the belief, statement,  
24 knowledge or intent of any party hereto with respect to the Settle-  
25 ment Area or any similar property or interest therein.

26 7. Notarization. All signatures on this agreement by  
27 the STATE, DISTRICT or HALVORSEN shall be duly acknowledged before

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1 a notary public and a certificate of acknowledgment with respect  
2 to such acknowledgments shall be attached to the respective docu-  
3 ment to which it pertains so as to allow the recordation thereof  
4 in the official records of the County of Humboldt, California.

5 8. Prohibition on Sale or Encumbrance. HALVORSEN and  
6 the DISTRICT shall not sell, transfer, assign, mortgage, pledge  
7 or hypothecate, whether by operation of law or otherwise, any of  
8 their respective rights, titles or interests in or to said PARCELS  
9 prior to the recording of this agreement. HALVORSEN shall provide  
10 DISTRICT, with the costs thereof paid one-half by HALVORSEN and  
11 one-half by DISTRICT, with a policy of title insurance on PARCEL  
12 B free of all liens and encumbrances except those acceptable to  
13 DISTRICT.

14 9. Effective Date. This Settlement Agreement shall  
15 become effective upon the occurrence of all of the following acts:

16 A. Execution of this Settlement Agreement by  
17 DISTRICT, STATE and HALVORSEN.

18 B. Approval of this Settlement Agreement by the  
19 State Lands Commission.

20 C. Approval of this Settlement Agreement by DISTRICT.

21 D. Deposit of one copy of this Settlement Agreement  
22 executed and approved as provided above with the escrow agent.

23 E. Recording this Settlement Agreement in the Office  
24 of the County Recorder of Humboldt County by the escrow agent when  
25 all conditions specified in subparagraphs (A) through (D) inclusive  
26 above have been complied with. Recording of this agreement at the  
27 request of escrow agent shall conclusively establish that all of  
28 the conditions of this paragraph 9 have been fully performed and

1 that this agreement, including thos provisions contained in  
2 paragraphs 1 and 3 hereof, are fully effective and the rights of  
3 owners hereunder fully vested.

4 10. Termination of Agreement. If this agreement shall  
5 not be recorded on or before July 31, 1982, it shall terminate and  
6 be of no force and affect whatsoever.

7 11. Agreement Binding on Heirs, Assigns, Etc. All the  
8 terms, provisions and conditions hereon shall be binding upon and  
9 inure to the benefit of the respective heirs, administrators,  
10 executors, successors, and assigns of the parties hereto.

11 12. Modification. No modification, amendment or altera-  
12 tion of this agreement shall be valid unless in writing and signed  
13 by the parties hereto.

14 13. Notices.

15 A. All notices required or permitted to be given  
16 to a party hereto by the provisions of this agreement shall be  
17 deemed to have been given forty-eight (48) hours after such notice  
18 is deposited in the United States Mail as registered or certified  
19 mail, with postage thereon fully prepaid, addressed to such party  
20 at the following respective addresses, or when such notice is filed

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1 as a telegram with Western Union Telegraph Company, or any successor  
2 in interest of said telegraph company, addressed as above provided,  
3 with all charges fully prepaid.

4 HALVORSEN

5 H. ROBERT HALVORSEN

6 P.O. Box 3940

7 Eureka, California 95501

8 DISTRICT

9 HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

P.O. Box 134

10 Eureka, California 95501

11 Attention: Jack Alderson

12 STATE

13 State Lands Commission

1807 - 13th Street

14 Sacramento, California 95814

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1 B. Any notice given in any other fashion shall be  
2 deemed to have been given when actually received by the addressee.

3 Any party hereto may change its address by giving written  
4 notice to all parties hereto and to the escrow agent. A copy of  
5 all notices given by a party to another party hereto also shall be  
6 given to the escrow agent and said notice shall not be effective  
7 until deemed given to both the party to receive it and the escrow  
8 agent pursuant to the provisions of this paragraph.

9 14. Counterparts. This agreement may be executed in  
10 any number of counterparts, and each executed counterpart shall  
11 have the same force and effect as an original instrument and as if  
12 all of the parties to the aggregate counterparts had signed the  
13 same instrument.

14 15. Gender. As used herein, whenever the context so  
15 requires, the neuter gender includes the masculine and the feminine,  
16 and the singular includes the plural and vice versa. Defined  
17 terms are to have their defined meanings regardless<sup>s</sup> of the grammat-  
18 ical form, number or tense of such terms.

19 16. It is agreed among the parties that for a period of  
20 (3) three years from the effective date of this agreement, DISTRICT  
21 and STATE shall accept an application from HALVORSEN to enter into  
22 subsequent exchanges which may affect the property subject to this  
23 agreement. This paragraph in no way diminishes the discretion  
24 vested by law in the DISTRICT and STATE to enter into any subse-  
25 quent exchanges.

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IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed by its officers thereunto duly authorized as of the date set forth opposite their signatures.

DATED: 12-16-81

HALVORSEN

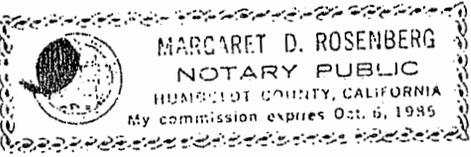
By H. Robert Halvorsen  
H. ROBERT HALVORSEN

STATE OF CALIFORNIA  
COUNTY OF HUMBOLDT

On this 16th day of December in the year one thousand nine hundred and 81, before me, MARGARET D. ROSENBERG, a Notary Public, State of California, duly commissioned and sworn, personally appeared H. Robert Halvorsen

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Humboldt County of Humboldt the day and year in this certificate first above written.



Margaret D. Rosenberg  
Notary Public, State of California  
My commission expires 10-6-85

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Cowdery's Form No. 32 — Acknowledgement — General (C. C. Sec. 1190a)

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DATED: 3-30-82

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

BY *[Signature]*

Approved by  
GEORGE DEUKMEJIAN  
Attorney General

DATED: March 29, 1982

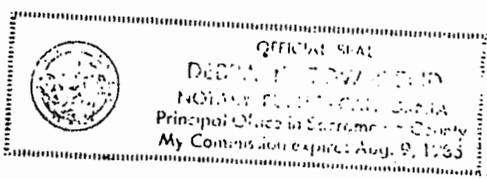
BY *[Signature]*  
JOSEPH C. RUSCONI  
Deputy Attorney General

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF SACRAMENTO )

4 On March 30, 1982, before me, the under-  
5 signed, a notary public in and for said state, with principal office  
6 in Sacramento County, personally appeared  
7 Leslie H. Shimes known to me to be the <sup>Capt. Chf. Dir. of</sup> ~~Land Agent & Commissioner~~  
8 of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission  
9 that executed the within instrument, known to me to be the person  
10 who executed the within instrument on behalf of the Commission  
11 therein named, and acknowledged to me that such Commission executed  
12 the within instrument pursuant to a resolution of its Commissioners  
13 unanimously adopted on February 9, 1982, at a  
14 regular meeting thereof.

15 IN WITNESS WHEREOF, I have hereunto set my hand and  
16 affixed my official seal on the date and year in this certificate  
17 first above written.

18  
19 Debra K. Lousmond  
20 Notary Public in and for the  
21 County of Sacramento,  
22 State of California.

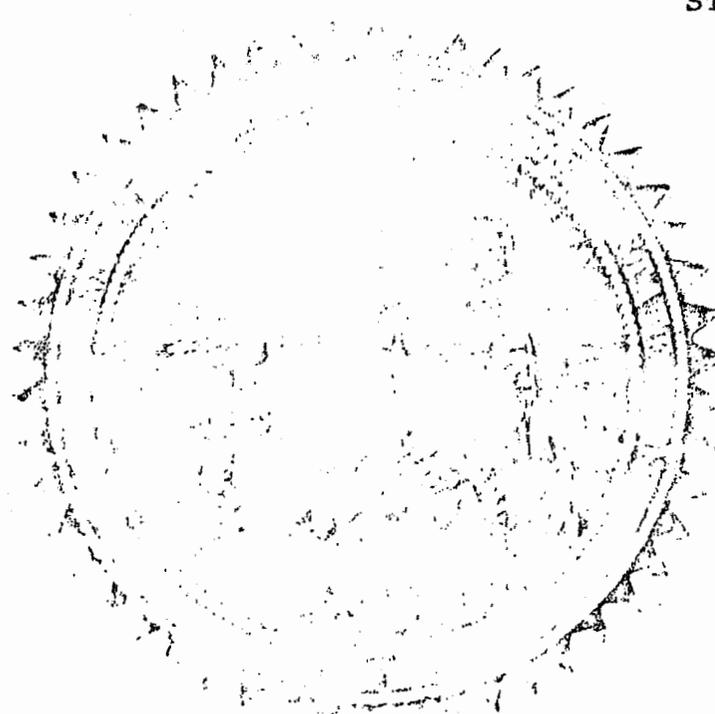


1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF SACRAMENTO )

4 IN APPROVAL WHEREOF, I, EDMUND G. BROWN, JR., Governor  
5 of the State of California, have set my hand and caused the Seal  
6 of the State of California to be hereunto affixed pursuant to  
7 section 6107 of the Public Resources Code of the State of California.  
8 Given under my hand at the City of Sacramento, this 15 day of  
9 APRIL, in the year of our Lord one thousand  
10 nine hundred and eighty 82.

*Edmund G. Brown, Jr.*

GOVERNOR  
STATE OF CALIFORNIA



Attest:

*March Fong Eu*

SECRETARY OF STATE  
STATE OF CALIFORNIA

By *Margaret R. Keshelberger*  
Deputy Secretary

1 I, L.J. Suchanek, as a duly authorized  
2 representative of Western Title Insurance Company accept on  
3 behalf of Western Title Insurance Company  
4 as escrow agent, the duties and responsibilities set forth in this  
5 agreement.

6 DATED: April 26 1962

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9 By *L.J. Suchanek*  
10 Vice President  
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PARCEL "A"

Parcel One:

That portion of Section 18, Township 4 North, Range 1 West, Humboldt Meridian, Humboldt County, California, described as follows:

BEGINNING at a point on the North line of the South half of the Southeast quarter of said Section 18, located West 36.49 feet from the centerline of the Northwestern Pacific Railroad as shown in Book 36 of Surveys, page 75;

thence South 25 degrees 16 minutes 30 seconds West parallel with and 33 feet distant from said centerline 418.81 feet;

thence North 70 degrees 59 minutes 30 seconds West 437.38 feet to a point located South 70 degrees 59 minutes 30 seconds East 151.01 from the West line of Tidelands Survey 90 recorded December 19, 1871;

thence North 25 degrees 38 minutes 13 seconds East parallel with said West line 262.07 feet to the North line of the South half of the Southeast Quarter of Section 18;

thence East along the subdivision line 478.95 feet to the point of beginning.

The basis of bearings for this description is the North line of the South half of the Southeast Quarter of said Section 18 as shown in Book 36 of Surveys at page 75.

Parcel Two:

BEGINNING at the intersection of the North line of the South half of the Southeast Quarter of Section 18, Township 4 North, Range 1 West, Humboldt Meridian, with the East line of the Northwestern Pacific Railroad, as shown in Book 36 of Surveys at page 75, Humboldt County Records;

thence North 25 degrees 16 minutes 30 seconds East along said East line 110 feet, more or less, to the Westerly extension of Fields Landing as shown in Book 1 of Maps at page 59;

thence South 70 degrees 59 minutes 30 seconds East along "C" Street to the Southerly prolongation of the Westerly line of Block 9 of Fields Landing;

thence North 19 degrees 00 minutes 30 seconds East along said Westerly line and the Northerly prolongation thereof to the Easterly line of Tidelands Survey 101 patented May 26, 1883;

thence Southerly along the Easterly line of Tidelands Survey 101 to the North line of the South half of the Southeast Quarter of said Section 18;

thence East along said North line to the point of beginning.

EXCEPTING THEREFROM a right of way 66 feet in width to Eel River and Eureka Railroad Company by deed recorded December 1, 1882, in Book 7 of Deeds at page 47.

PARCEL "B"

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RECORDED AT THE REQUEST OF  
Western Title Insurance Co.

VOL 1670 OFFICIAL RECORDS PG 1246

MAY 4 10 07 AM '82

HUMBOLDT COUNTY RECORDS  
GRACE H. HENDERSON

*Grace Henderson*  
DEPUTY  
FEE \$ None

That portion of Section 18, Township 4 North, Range 1 West, Humboldt Meridian, Humboldt County, California, described as follows:

Beginning at a point on the North line of the South Half of the Southeast Quarter of said Section 18, located West 36.49 feet from the centerline of the Northwestern Pacific Railroad as shown in Book 36 of Surveys, page 75;

Thence South 25 degrees 16 minutes 30 seconds West parallel with and 33 feet distant from said centerline 418.81 feet;

Thence North 70 degrees 59 minutes 30 seconds West 437.38 feet to the True Point of Beginning which is located South 70 degrees 59 minutes 30 seconds East 151.01 feet from the West line of Tidelands Survey 90, recorded December 19, 1871.

Thence North 70 degrees 59 minutes 30 seconds West 151.01 feet to said West line;

Thence North 25 degrees 38 minutes 13 seconds East along said West line 207.51 feet to the said North line of the South Half of the Southeast Quarter of Section 18;

Thence East along the subdivision line 166.38 feet;

Thence South 25 degrees 38 minutes 13 seconds West parallel with the West line of Tidelands Survey 90, 262.07 feet to the True Point of Beginning.

The basis of bearings for this description is the North line of the South Half of the Southeast Quarter of said Section 18 as shown in Book 36 of Surveys at page 75.

END OF DOCUMENT