



Notice is hereby given that a
REGULAR MEETING
Of the Board of Directors will be held at:
400 Church Street, Scotia, CA 95565

Tuesday, February 17th, 2026, at 5:30 P.M.
HYBRID In Person and Via Zoom

AGENDA

A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE The Presiding Officer will call the meeting to order, and the Board Clerk will call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**

This meeting may be accessed by using the following call-in number: 1 669 900 6833. When prompted enter the **meeting i.d.** 828-1036-8924 and the following password 329588.

Or Via Zoom Video Conferencing via URL <https://us02web.zoom.us/j/82810368924?pwd=j844hPk4rSNpdJZfAAIJ5EfysAQ7ur.1> **meeting i.d.** 828-1036-8924 and the following password 329588.

Please submit public comments in writing 24 hours ahead of the meeting, if possible. If anyone who wishes to teleconference the meeting and has ADA access needs, please call the SCSD Administrative Office not less than 24 hours in advance of the meeting time to make accommodations.

All publicly posted documents on the District website are also available for inspection at the District office during regular business hours: 400 Church Street, Scotia CA 95565, Monday-Thursday 9:00am – 3:30pm.

B. SETTING OF THE AGENDA The Board may adopt/revise the order of the agenda as presented.

C. CONSENT CALENDAR Consent Calendar items are routine, 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 moved so that it may be acted upon separately in business.

1. Approval of Previous Meeting Minutes – Regular Meeting January 20th, 2026
2. Approval of RCB Check Registers January 1-30, 2026.
3. Approval of Umpqua Check Registers January 1-30, 2026
4. Approval of RCB Mastercard Statement – December Statement
5. Approval of Umpqua Visa Statement – January Statement

D. PUBLIC COMMENT & WRITTEN COMMUNICATION Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. **COMMENTS SHOULD BE LIMITED TO THREE MINUTES**

E. Closed Session-Significant exposure to litigation pursuant to § 54956.9(b):Discuss anticipated litigation with Legal Counsel- 1 item

F. PUBLIC HEARING – None

G. BUSINESS

a. New Business –

- a.** Review and Approve Town of Scotia Phase 4 Closeout Documents
 - i. Humboldt County Notice of Subdivision Completion/Final Project Approval
 - ii. CA Department of Real Estate “Will Serve” Letter
 - iii. Irrevocable Offer of Dedication and Grant of Easement Deed.
 - iv. SCSD Certificate of Acceptance

- b.** Consider Adopting Phase 4 Resolution Accepting Phase 4 Infrastructure

- i.** Resolution 2026-1: A Resolution of the Scotia Community Services District Board of Directors to accept an Offer of Dedication from the Town of Scotia, LLC for all non-County and privately owned linear infrastructure within the Town of Scotia LLC Phase 4 development, including water and wastewater lines, pipes, distribution, and collection systems, streets and alleyways not dedicated to the County of Humboldt and Street Lighting.

H. Old Business – None

I. REPORTS

(5 minutes each)

The Board may briefly discuss any particular item raised; no action will be taken on these items.

- 1. President’s Report**
- 2. Board Director Reports**
- 3. General Manager’s Report**
- 4. Board Clerk’s Report**
- 5. District Counsel’s Report**
- 6. Engineer’s Report**

J. BOARD TRAINING - None

K. ADJOURNMENT

Next Regular Meeting of the SCSD will be March 17th, 2026, at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

Minutes of the Regular Board Meeting for the
Scotia Community Services District
Tuesday January 20th, 2026, at 5:30 P.M.

A. CALL TO ORDER/ ROLL CALL/ PLEDGE OF ALLEGIANCE at 5:30 PM

Paul Newmaker, President- Present

Delia Ansted, Director – Present

Nina Sellen, Director – Present

Susan Pryor Vice President- Present

Andrew Perkins -Present

Steve Coppini General Manager, Amber Sandum Board Clerk, Scott McLeran District Legal Counsel,

Public Members- Karen Honess, Alan via Zoom

B. SETTING OF THE AGENDA -no changes

C. CONSENT CALENDAR

1. Approval of Previous Meeting Minutes – Regular Meeting December 16th, 2025
2. Approval of RCB Check Registers December 1-31, 2025
3. Approval of Umpqua Check Registers December 1-31, 2025
4. Approval of RCB Mastercard Statement – November Statement
5. Approval of Umpqua Visa Statement – December Statement

No public comment

Motion: To Approve Consent Calendar

Motion: Pryor **Second:** Sellen

Motion Vote: Ayes Ansted, Sellen, Pryor ,Perkins, Newmaker **Opposed:** None **Absent:** None **Abstain:** None

No Public Comment

Motion Carries

D. PUBLIC COMMENT & WRITTEN COMMUNICATION – No Public Comment or Written Communication

E. CLOSED SESSION-NONE

F. PUBLIC HEARING – None

G. BUSINESS

1. New Business –None

2. Old Business – None

H. REPORTS –

1. President's Report: Nothing much to report Park looks nice lots of dogs running in the Dog Park. People enjoying the benches.

2. Board Director Reports: Vice-President Pryor asked how people are getting in the Soccer Field with their dogs. Steve said there is an opening on the back side of the field.

3. General Manager's Report:

Theater: There has been progress on the Theater, working on the ramps hopefully will be completed next week. Plumbing will be next. .

Tesla: Have been in communication with Tesla, on the right path seems to be progressing. SHN and Tesla are coming to arrangement on the technical stuff. Tesla should be on site late Spring early Summer. SHN is designing the Generator. The Tesla batteries can't start the River Pumps on their own.

Phase 4: It is getting close to being finished. Going to meet with Steve Deike next week.

4. Board Clerk's Report: Nothing to report

5. District Legal Counsel's Report: Nothing to report

6. Engineer's Report: None

I. BOARD TRAINING: None

J. ADJOURNMENT at 5:45 PM

Approved:

Paul Newmaker, President

Date

Board of Directors

Scotia Community Services District

Attest:

Board Clerk

Date

Scotia Community Services District

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Name	Memo	Amount	Balance
10000 · RCB Checking 28239						479,250.73
Check	01/05/2026	EFT	Columbia Bank VIS...		-153.85	479,096.88
Deposit	01/06/2026			Deposit	23,182.96	502,279.84
Check	01/06/2026	53008	State Water Resour...	Application fee for WDID#1...	-3,945.00	498,334.84
Bill Pmt -Check	01/06/2026	53009	Alternative Business...	Inv#MA251222423	-54.66	498,280.18
Bill Pmt -Check	01/06/2026	53010	Forbusco Lumber	0640	-499.05	497,781.13
Bill Pmt -Check	01/06/2026	53011	Fortuna Ace	Inv#401276,402400	-235.77	497,545.36
Bill Pmt -Check	01/06/2026	53012	Hummel Tire	Inv#286907	-567.96	496,977.40
Bill Pmt -Check	01/06/2026	53013	Industrial Electric	Inv#IN55532, 55674	-5,162.59	491,814.81
Bill Pmt -Check	01/06/2026	53014	Pacific Paper	Inv#242963	-80.44	491,734.37
Bill Pmt -Check	01/06/2026	53015	SHN Consulting Eng...		-11,085.00	480,649.37
Bill Pmt -Check	01/06/2026	53016	Thatcher Company	402298	-8,362.67	472,286.70
Bill Pmt -Check	01/06/2026	EFT	AT&T		-1,542.37	470,744.33
Liability Check	01/07/2026		QuickBooks Payroll ...	Created by Payroll Service ...	-9,900.23	460,844.10
Paycheck	01/08/2026	EFTDD	Adam R Farland	Direct Deposit	0.00	460,844.10
Paycheck	01/08/2026	EFTDD	Brandon W Wishneff	Direct Deposit	0.00	460,844.10
Paycheck	01/08/2026	EFTDD	George Bruce Gehrke	Direct Deposit	0.00	460,844.10
Paycheck	01/08/2026	EFTDD	Kathleen A Sandum	Direct Deposit	0.00	460,844.10
Paycheck	01/08/2026	EFTDD	Mary A Bullwinkel	Direct Deposit	0.00	460,844.10
Paycheck	01/08/2026	EFTDD	William F Pedro Jr	Direct Deposit	0.00	460,844.10
Paycheck	01/08/2026	EFTDD	Steven L Coppini	Direct Deposit	0.00	460,844.10
Liability Check	01/08/2026	E-pay	EDD	093-5926-6 QB Tracking # ...	-766.33	460,077.77
Liability Check	01/08/2026	E-pay	United States Treas...	82-1570573 QB Tracking #...	-3,497.04	456,580.73
Liability Check	01/08/2026	E-pay	EDD	093-5926-6 QB Tracking # ...	-300.59	456,280.14
Check	01/08/2026	53007	John Hancock USA	PARS #86360	-1,396.46	454,883.68
Bill Pmt -Check	01/12/2026	EFT	PG&E		-15,592.41	439,291.27
Bill Pmt -Check	01/12/2026	EFT	PG&E	0990281861-7 12.25	-418.01	438,873.26
Deposit	01/12/2026			Deposit	19,019.85	457,893.11
Bill Pmt -Check	01/13/2026	EFT	PG&E		-1,471.49	456,421.62
Bill Pmt -Check	01/14/2026	53017	Current Software Ap...	Inv#0115	-5,400.00	451,021.62
Bill Pmt -Check	01/14/2026	53018	Industrial Electric	Inv#IN55776	-8,750.95	442,270.67
Bill Pmt -Check	01/14/2026	53019	Microbac Laboratori...	December Statement	-2,467.00	439,803.67
Bill Pmt -Check	01/14/2026	53020	Recology Eel River	20214	-204.90	439,598.77
Bill Pmt -Check	01/14/2026	53021	SDRMA	7724	-4,264.20	435,334.57
Bill Pmt -Check	01/14/2026	53022	Valley Pacific Petrol...	Inv#CL 25-946095	-862.91	434,471.66
Bill Pmt -Check	01/14/2026	53023	Whitchurch Enginee...	Inv#SCD-267369	-1,500.00	432,971.66
Bill Pmt -Check	01/14/2026	EFT	PG&E	3952156073-8 12.25	-256.74	432,714.92
Deposit	01/15/2026			Deposit	16,217.07	448,931.99
Bill Pmt -Check	01/15/2026		PG&E	QuickBooks generated zer...	0.00	448,931.99
Deposit	01/15/2026			Deposit	30,080.23	479,012.22
Bill Pmt -Check	01/15/2026	53024	Keenan Supply	W173498	-209.13	478,803.09
Bill Pmt -Check	01/15/2026	53025	Monarch	Inv#01726-VKCM	-9,541.74	469,261.35
Bill Pmt -Check	01/15/2026	53026	Prentice, Long PC	Inv#8277	-1,700.00	467,561.35
Deposit	01/20/2026			Deposit	5,202.52	472,763.87
Liability Check	01/21/2026		QuickBooks Payroll ...	Created by Payroll Service ...	-9,019.46	463,744.41
Deposit	01/21/2026			Deposit	36,756.25	500,500.66
General Journal	01/21/2026	AS 1/2...		Check Returned Stop Pay...	-240.00	500,260.66
Paycheck	01/22/2026	EFTDD	Kathleen A Sandum	Direct Deposit	0.00	500,260.66
Paycheck	01/22/2026	EFTDD	Adam R Farland	Direct Deposit	0.00	500,260.66

9:34 AM

02/04/26

Accrual Basis

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Name	Memo	Amount	Balance
Paycheck	01/22/2026	EFTDD	Brandon W Wishneff	Direct Deposit	0.00	500,260.66
Paycheck	01/22/2026	EFTDD	Mary A Bullwinkel	Direct Deposit	0.00	500,260.66
Paycheck	01/22/2026	EFTDD	William F Pedro Jr	Direct Deposit	0.00	500,260.66
Paycheck	01/22/2026	EFTDD	Steven L Coppini	Direct Deposit	0.00	500,260.66
Liability Check	01/22/2026	E-pay	EDD	093-5926-6 QB Tracking # ...	-718.69	499,541.97
Liability Check	01/22/2026	E-pay	EDD	093-5926-6 QB Tracking # ...	-258.87	499,283.10
Liability Check	01/22/2026	E-pay	United States Treas...	82-1570573 QB Tracking #...	-3,252.98	496,030.12
Check	01/26/2026	EFT	Redwood Capital Ba...		-751.45	495,278.67
Deposit	01/26/2026			Deposit	3,778.23	499,056.90
Deposit	01/28/2026			Deposit	3,977.92	503,034.82
Deposit	01/30/2026			Deposit	16,268.74	519,303.56
Total 10000 · RCB Checking 28239					40,052.83	519,303.56
TOTAL					40,052.83	519,303.56

QuickBooks Payroll Services

Sent: 01/20/2026

Subject: Details of Funds to be Withdrawn

Actual funds to be withdrawn:	
Direct Deposit	\$9019.46

Total payment	\$9019.46
to be withdrawn from RCB Checking 28239.	

Payroll Run Summary for 01/22/2026:

Paychecks		Direct Deposit
Total		9,019.46
EFTDD	Adam R Farland	1,444.28
EFTDD	Brandon W Wishneff	2,260.17
EFTDD	Kathleen A Sandum	1,363.50
EFTDD	Mary A Bullwinkel	54.63
EFTDD	Steven L Coppini	2,556.30
EFTDD	William F Pedro Jr	1,340.58

QuickBooks Payroll Services

Sent: 01/05/2026

Subject: Details of Funds to be Withdrawn

Actual funds to be withdrawn:	
Direct Deposit	\$9900.23

Total payment	\$9900.23
to be withdrawn from RCB Checking 28239.	

Payroll Run Summary for 01/08/2026:

Paychecks		Direct Deposit
Total		9,900.23
EFTDD	Adam R Farland	1,632.05
EFTDD	Brandon W Wishneff	2,342.34
EFTDD	George Bruce Gehrke	515.30
EFTDD	Kathleen A Sandum	1,396.43
EFTDD	Mary A Bullwinkel	72.84
EFTDD	Steven L Coppini	2,556.32
EFTDD	William F Pedro Jr	1,384.95

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02/04/26

Cash Basis

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						14,531.84
Deposit	01/30/2026		Interest	7.41	7.41	14,539.25
Total 12100 · RCB Cust Deposit Savings 10797					7.41	14,539.25
TOTAL					7.41	14,539.25

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02/04/26

Accrual Basis

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Name	Memo	Split	Amount	Balance
12001 · ICS RCB Savings Account 10367							2,693,640.96
Deposit	01/30/2026			Interest	40210 · Interes...	2,059.64	2,695,700.60
Total 12001 · ICS RCB Savings Account 10367						2,059.64	2,695,700.60
TOTAL						2,059.64	2,695,700.60

9:35 AM

02/04/26

Cash Basis

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							302,061.14
Deposit	01/30/2026			Interest	218.14	218.14	302,279.28
Total 12000 · RCB Savings 10367						218.14	302,279.28
TOTAL						218.14	302,279.28

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02/04/26

Accrual Basis

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Name	Memo	Split	Amount	Balance
12152 · Columbia Bank Checking BT Loan							183,638.38
Deposit	01/31/2026			Interest	40210 · Interes...	1.56	183,639.94
Total 12152 · Columbia Bank Checking BT Loan						1.56	183,639.94
TOTAL						1.56	183,639.94

9:37 AM

02/04/26

Accrual Basis

Scotia Community Services District
Account QuickReport
As of January 31, 2026

Type	Date	Num	Name	Memo	Split	Amount	Balance
12151 · Columbia Bank Parks & Rec Savin							273,091.49
Deposit	01/31/2026			Interest	40210 · Interes...	2.32	273,093.81
Total 12151 · Columbia Bank Parks & Rec Savin						2.32	273,093.81
TOTAL						2.32	273,093.81



SCOTIA COMM SVCS DIST
Account Number: XXXX XXXX XXXX 0143

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

REDWOOD CAPITAL BANK Credit Card Account Statement
December 9, 2025 to January 8, 2026

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$513.60
- Payments	\$513.60
- Other Credits	\$0.00
+ Purchases	\$751.45
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$751.45

Account Number XXXX XXXX XXXX 0143
Credit Limit \$27,000.00
Available Credit \$26,248.00
Statement Closing Date January 8, 2026
Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance:	\$751.45
Minimum Payment Due:	\$25.00
Payment Due Date:	February 2, 2026

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

We will never call, text, or email and ask you for your personal information. Some scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please DO NOT give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
12/29	12/29	8543189BB00XV7AD0	PAYMENT - THANK YOU	\$513.60

Transactions continued on next page

REDWOOD CAPITAL BANK
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0143
New Balance: \$751.45
Minimum Payment Due: \$25.00

Payment Due Date: February 2, 2026

Amount Enclosed: \$ 

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

SCOTIA COMM SVCS DIST
PO BOX 104
SCOTIA CA 95565-0104



SCOTIA COMM SVCS DIST
Account Number: XXXX XXXX XXXX 0143

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXXXXX0143	\$513.60-
12/08	12/09	1230202AN0297P4VV	WOODS PEST CONTROL, I REDDING CA 50460-99	\$85.00
12/16	12/17	5545885AY1PWNFS6B	USCELL RECURRING CHICAGO IL 50420-09	\$54.79
12/22	12/23	8230509B4EHP55PL2	ZOOM.COM 888-799-9666 SAN JOSE CA 50420-09	\$159.90
12/23	12/24	0230537B58PPFA772	USPS PO 0570740678 SCOTIA CA 50470-99 Stamps	\$15.60
12/24	12/25	5545885B61RPT2P19	USCELL RECURRING CHICAGO IL 50420-99	\$246.85
12/27	12/28	5543286B95SKMT9NQ	INTUIT *NULL SAN DIEGO CA 50471-99	\$49.00
12/29	12/30	5543286BB5V2243L	CHEVRON 0390116 RIO DELL CA 50410-10 Propane	\$24.35
01/02	01/04	5543687QJ7VF9Z75V	GPS INSIGHT SCOTTSDALE AZ 50420-99	\$95.96
01/06	01/07	8702130QNEHR2FLSS	FERNDALETECH FERNDALE CA 50471-99	\$20.00
			STEVEN COPPINI	
			TOTAL XXXXXXXXXXXXXXX1117	\$751.45

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	17.74% (v)	\$0.00	31	\$0.00
Cash Advances	17.74% (v)	\$0.00	31	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City

State

Zip Code

Effective Date: Month, Day, Year

Signature

Home Phone

Work Phone



BL ACCT 00002823-20000001
 SCOTIA CSD
 Account Number: #####-####-####-3769
 Page 1 of 3

**Account Summary**

Billing Cycle	01/30/2026
Days In Billing Cycle	30
Previous Balance	\$153.85
Purchases	+ \$7.00
Cash	+ \$0.00
Balance Transfers	+ \$0.00
Special	+ \$0.00
Credits	- \$915.47
Payments	- \$153.85
Other Charges	+ \$0.00
Finance Charges	+ \$0.00
NEW BALANCE	\$(908.47)

Credit Summary

Total Credit Line	\$40,000.00
Available Credit Line	\$40,000.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Corporate Activity

Trans Date	Post Date	Reference Number	TOTAL CORPORATE ACTIVITY	\$1,069.32-
			Transaction Description	Amount
01/05	01/05	5585776	INTERNET PMT-THANK YOU	\$153.85-
01/28	01/28	70005606028777028621236	REBATE CREDIT	\$915.47-

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

COLUMBIA BANK
 PO BOX 35142 - LB1181
 SEATTLE WA 98124-5142

COLUMBIA BANK

Account Number
 #####-####-####-3769

Check box to indicate
 name/address change
 on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
01/30/26	\$(908.47)	\$0.00	02/25/26

\$

BL ACCT 00002823-20000001
 SCOTIA CSD
 PO BOX 104
 SCOTIA CA 95565

MAKE CHECK PAYABLE TO:
 2609

COLUMBIA BANK
 PO BOX 35142 - LB1181
 SEATTLE WA 98124-5142

09 0004 3769 0000 0000 00000000 00000000 0

BL ACCT 00002823-20000001
 SCOTIA CSD
 Account Number: ##### ##### ##### 3769
 Page 3 of 3

Cardholder Account Summary					
Cardholder Name		Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
BRANDON W WISHNEFF ##### ##### ##### 9070		\$0.00	\$7.00	\$0.00	\$7.00

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/09	01/11	PPLN01	24692166010100024377531	FAIRFIELD INN & SUITES ROHNERT PARK CA	\$7.00

50401-10 Operator Test

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$(908.47)
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily ** includes cash advance and foreign currency fees									
Days In Billing Cycle: 30 APR = Annual Percentage Rate									
1 FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									

Scotia Community Services District

Staff Report

Date: February 17th, 2026
To: Scotia CSD Board of Directors
From: Steve Coppini, General Manager
Subject: Town of Scotia Phase 4 Closeout Documents

RECOMMENDATION:

Review, discuss, and motion to approve and sign Town of Scotia Phase 4 Closeout Documents

- i. Humboldt County Notice of Subdivision Completion/Final Project Approval
- ii. CA Department of Real Estate “Will Serve” Letter
- iii. Irrevocable Offer of Dedication and Grant of Easement Deed
- iv. SCSD Certificate of Acceptance

ACTION:

Approve and sign Town of Scotia Phase 4 Closeout Documents

- i. Humboldt County Notice of Subdivision Completion/Final Project Approval
- ii. CA Department of Real Estate “Will Serve” Letter
- iii. Irrevocable Offer of Dedication and Grant of Easement Deed
- iv. SCSD Certificate of Acceptance

DISCUSSION:

Subdivision Phase 4 construction work has been completed. The Town of Scotia LLC. has submitted the following documents for approval to the Scotia CSD Board of Directors:

- i. Humboldt County Notice of Subdivision Completion/Final Project Approval
- ii. CA Department of Real Estate “Will Serve” Letter
- iii. Irrevocable Offer of Dedication and Grant of Easement Deed
- iv. SCSD Certificate of Acceptance

The Notice of Completion and Final Project Approval form certifies that all utilities for the subdivision have been installed/constructed to the Scotia CSD satisfaction, that all easements are shown on the subdivision map, and a post construction inspection of the site was conducted. The District Engineer has completed all inspections of the infrastructure and required documentation for the subdivision punch list and close-out documentation list. This document will allow the County to move forward to finalize the Subdivision Map.

The Department of Real Estate Will-Serve letter certifies the Scotia CSD accepts all infrastructure (water, sewer, storm drainage, streets, and lighting), and agrees to provide services

to Phase 4 of the Scotia Subdivision. Adopted Resolution 2026-1 is to be attached to this letter for final submittal to CA DRE and Humboldt County.

The Irrevocable Offer of Dedication and Grant of Easement Deed legally dedicates and grants over Phase 4 Infrastructure and responsibilities to the Scotia CSD. This document may be approved to be signed, though the final legal description will not be available until after the final map records with Humboldt County, and so will not be signed and recorded until that time.

As required under California Government Code Section 27281, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant. The SCSD Certificate of Acceptance certifies that the Scotia CSD accepts the conveyance of the Phase 4 Infrastructure, with Resolutions 2026-1 as attachment, also approving the Irrevocable Offer of Dedication and Grant of Easement Deed to be recorded with Humboldt County.

FISCAL IMPACT:

The costs associated with the adoption of the Phase 4 documents are contained within the user fees and benefit assessment fees, and associated budget.

ATTACHMENTS:

- i. Humboldt County Notice of Subdivision Completion/Final Project Approval
- ii. CA Department of Real Estate “Will Serve” Letter
- iii. Irrevocable Offer of Dedication and Grant of Easement Deed
- iv. SCSD Certificate of Acceptance



DEPARTMENT OF PUBLIC WORKS
C O U N T Y O F H U M B O L D T
MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

ON-LINE	PUBLIC WORKS BUILDING SECOND & L ST., EUREKA FAX 445-7409			CLARK COMPLEX HARRIS & H ST., EUREKA FAX 445-7388	LAND USE
WEB: CO.HUMBOLDT.CA.US	ADMINISTRATION BUSINESS ENGINEERING FACILITY MANAGEMENT	445-7491 445-7652 445-7377 445-7493	NATURAL RESOURCES NATURAL RESOURCES PLANNING PARKS ROADS	445-7741 267-9540 445-7651 445-7421	445-7205

NOTICE OF SUBDIVISION COMPLETION – FINAL PROJECT APPROVAL FORM

DEVELOPER/OWNER: TOWN OF SCOTIA LLC
SUBDIVISION NAME: TOWN OF SCOTIA PH4
PROJECT ADDRESS: WILLIAMS STREET AREA

APN: 205-421-013
COUNTY PROJECT #: 165876

NOTICE OF SUBDIVISION COMPLETION – FINAL PROJECT APPROVAL

Utility Providers (Electricity, Gas, Cable TV, Telephone, etc...):

All utility facilities for the subdivision have been installed/constructed to our satisfaction. All necessary easements are shown on the subdivision map. A post-construction inspection of the site was conducted prior to completing this form.

Work is not complete. Please see the attached punch list of outstanding work. Do not finalize the project at this time.

Other Agencies (Fire Department, Fish & Game, etc...):

The conditions of approval (and/or permits) issued by this agency in conjunction with the subdivision have been met. All necessary easements are shown on the subdivision map. A post-construction inspection of the site was conducted prior to completing this form.

Work is not complete. Please see the attached punch list of outstanding work. Do not finalize the project at this time.

Jason Welch
Signature

01/13/26

Date

Optimum Communications/Altice USA

Company/Agency Name

Jason Welch; Construction Mgr.

Name Printed and Title

707.845.7267

Phone

FAX to 707-445-7388



DEPARTMENT OF PUBLIC WORKS
C O U N T Y O F H U M B O L D T
MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

ON-LINE	PUBLIC WORKS BUILDING SECOND & L ST., EUREKA FAX 445-7409			CLARK COMPLEX HARRIS & H ST., EUREKA FAX 445-7388	LAND USE
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NOTICE OF SUBDIVISION COMPLETION – FINAL PROJECT APPROVAL

Utility Providers (Electricity, Gas, Cable TV, Telephone, etc...):

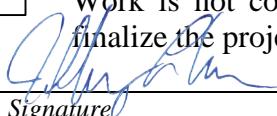
All utility facilities for the subdivision have been installed/constructed to our satisfaction. All necessary easements are shown on the subdivision map. A post-construction inspection of the site was conducted prior to completing this form.

Work is not complete. Please see the attached punch list of outstanding work. Do not finalize the project at this time.

Other Agencies (Fire Department, Fish & Game, etc...):

The conditions of approval (and/or permits) issued by this agency in conjunction with the subdivision have been met. All necessary easements are shown on the subdivision map. A post-construction inspection of the site was conducted prior to completing this form.

Work is not complete. Please see the attached punch list of outstanding work. Do not finalize the project at this time.


Signature

February 8, 2026

Date

Scotia Community Services District

Company/Agency Name

Jeffrey Laikam, District Engineer

Name Printed and Title

707-725-6926

Phone

FAX to 707-445-7388



Reference: 005161.512

August 8, 2025

Kenneth M. Freed
Department of Public Works – Land Use Division
Humboldt County
3015 H Street, Eureka, CA 95501

Subject: Town of Scotia Subdivision (Phase 4) Cost of Road Maintenance for Non-County Roads

Dear Ken Freed

We are writing to notify you of the revised cost of road maintenance for non-county-maintained roads in Phase 4 of the Town of Scotia (TOS). This was prepared in response to item no. 25 in the Humboldt County punch list for the Town of Scotia Phase 4 Final subdivision, project Punchlist dated June 17th, 2025. Attachment 1 shows a schematic of the non-county-maintained roads and their final surface cover (asphalt or gravel) completed for Phase 4. The asphalt infrastructure work was composed of approximately 37,566 sq ft, and gravel roads are approximately 8,623 sq ft.

Attachment 2 is our breakdown of the opinion of maintenance costs. Costs used were based on Cal Trans unit costs for District 1 (vs our bid costs from work conducted to date).

Gravel maintenance per application	\$13,543
Slurry Seal cost	\$91,939
Asphalt Overlay	\$190,734
Total Rehab/Replacement	\$825,930

If you have any questions, please feel free to call me at 707-445-7205

Sincerely,
SHN Engineers & Geologists

Michael K. Foget, PE
Senior Civil Engineer / Project Engineer
c: Steve Deike, Town of Scotia Company, LLC

Non-County Roads

1

**Opinion of
Maintenance Costs**

2



Scotia Phase 4 Non-County Maintained Roads Description

Road	Pavement Area (ft ²)	Gravel Area (ft ²)
Pond Ave.	12,576	
Pond Alley	1,257	
7th St.	5,281	
7th St. Alley	5,279	
8th St.	3,769	
8th St. Alley	1,897	
West Alley	6,556	
William St. Alley	950	8,623
Total	37,566	8,623

Non-paved Area Maintenance (Annual Cost, performed twice annually)

Component Cost Data

Improvement	CalTrans Items No.	Unit	Unit Price	Source
Finish Grade	N/A	SY	\$ 1.14	Scotia Phase 4 Bid
Agg. Base	260203	CY	\$ 177.84	Cost data from District 1, 2012-2022, Quantities from 40-85 CY

Road Improvement Cost

Road	Improvement	Est. Qty	Unit	Price	Notes
Williams St. Alley	Finish Grade	1,916.11	SY	\$ 2,184.37	
	Agg. Base	63.87	CY	\$ 11,358.73	10% Agg. base addition
			Total Price	\$ 13,543.10	

Paved Area Maintenance

Slurry Seal: 7 Years | Asphalt Overlay: 21 Years | Full Replacement: 84 Years

Slurry Seal

Slurry Seal, Type II - Application rate = 15 lb/yd²

Improvement	CalTrans Items No.	Unit	Unit Price	Source
Slurry Seal	377501	TON	\$ 2,936.86	Cost data from All Districts, 1993-2024, Quantities from 0-15 TON

Road Improvement Cost

Road	Improvement	Est. Qty	Unit	Price	Notes
Pond Ave.	Slurry Seal	10.48	TON	\$ 30,779.41	
Pond Alley		1.05		\$ 3,077.30	
7th St.		4.40		\$ 12,925.62	
7th St. Alley		4.40		\$ 12,920.34	
8th St.		3.14		\$ 9,224.90	
8th St. Alley		1.58		\$ 4,641.68	
West Alley		5.46		\$ 16,044.82	
William St. Alley		0.79		\$ 2,324.63	
	Total Quantity	31.31	Total Price	\$ 91,938.69	

Asphalt Overlay

Asphalt, (Type A), - application rate= 0.013 Tons/sf², -2" thick

Improvement	CalTrans Items No.	Unit	Unit Price	Source
Asphalt (Type A)	390132	TON	\$ 390.56	Cost data from District 1, 2008-2024, Quantities from 10-200 TON

Road Improvement Cost

Road	Improvement	Est. Qty	Unit	Price	Notes
Pond Ave.	Overlay	163.49	TON	\$ 63,854.19	
Pond Alley		16.35		\$ 6,384.09	
7th St.		68.66		\$ 26,815.17	
7th St. Alley		68.63		\$ 26,804.21	
8th St.		49.00		\$ 19,137.74	
8th St. Alley		24.66		\$ 9,629.51	
West Alley		85.23		\$ 33,286.18	
William St. Alley		12.35		\$ 4,822.61	
		Total Quantity	488.36	Total Price	\$ 190,733.69



Rehabilitation/Replacement

Asphalt, (Type A), - application rates

0.013 Tons/sf², -2" thick

Improvement	CalTrans Items No.	Unit	Unit Price	Source
Asphalt Removal	150857	SY	\$ 26.07	Cost data from District 1, 1997-2016, Quantities from 100-1500 SY
Roadway Excavation	190101	CY	\$ 129.86	Cost data from District 1, 1993-2024, Quantities from 45 to 500 CY
Aggregate Base	260203	CY	\$ 177.84	Cost data from District 1, 2012-2022, Quantities from 40-85 CY
Asphalt (Type A)	390132	TON	\$ 390.56	Cost data from District 1, 2008-2024, Quantities from 10-200 TON

Road Improvement Cost

Road	Asphalt Removal		Roadway Excavation		Aggregate Base		Asphalt (Type A)		Total Price
	Est. Qty [SY]	Price	Est. Qty [CY]	Price	Est. Qty [CY]	Price	Est. Qty [TON]	Price	
Pond Ave.	1,397.38	36,429.80	465.79	60,488.09	465.79	\$ 82,836.92	163.49	\$ 63,854.19	\$ 243,609.00
Pond Alley	139.71	3,642.22	46.57	6,047.55	46.57	\$ 8,281.96	16.35	\$ 6,384.09	\$ 24,355.82
7th St.	586.82	15,298.47	195.61	25,401.60	195.61	\$ 34,786.85	68.66	\$ 26,815.17	\$ 102,302.08
7th St. Alley	586.58	15,292.22	195.53	25,391.22	195.53	\$ 34,772.63	68.63	\$ 26,804.21	\$ 102,260.28
8th St.	418.81	10,918.38	139.60	18,128.89	139.60	\$ 24,827.06	49.00	\$ 19,137.74	\$ 73,012.07
8th St. Alley	210.73	5,493.79	70.24	9,121.89	70.24	\$ 12,492.20	24.66	\$ 9,629.51	\$ 36,737.38
West Alley	728.43	18,990.28	242.81	31,531.49	242.81	\$ 43,181.58	85.23	\$ 33,286.18	\$ 126,989.54
William St. Alley	105.54	2,751.37	354.53	46,039.48	354.53	\$ 63,049.91	12.35	\$ 4,822.61	\$ 116,663.38
								Total Price	\$ 825,929.54



Equivalent Uniform Annual Cost Opinion For Roadway Maintenance

NPV of Maintenance Activities Over 84 Year Life			
	Rehab	Year (n)	NPV
Paved	Slurry Seal	7	\$ 91,938.69
	Slurry Seal	14	\$ 91,938.69
	Overlay	21	\$ 190,733.69
	Slurry Seal	28	\$ 91,938.69
	Slurry Seal	35	\$ 91,938.69
	Overlay	42	\$ 190,733.69
	Slurry Seal	49	\$ 91,938.69
	Slurry Seal	56	\$ 91,938.69
	Overlay	63	\$ 190,733.69
	Slurry Seal	70	\$ 91,938.69
	Slurry Seal	77	\$ 91,938.69
	Replacement	84	\$ 823,956.57
		NPV =	\$ 2,131,667.16
Non-Paved		84	\$ 13,543.10
Annual Rehab		NPV =	\$ 548,840.96
		TOTAL NPV	\$ 2,680,508.12
Equivalent Uniform Annual Cost (EUAC) =			(\$66,143.71)
Discount Rate,I			2%



Department of Real Estate
Attn: Subdivisions/Teresa Harvey
1651 Exposition Blvd. / P.O. Box 137005
Sacramento CA 95815

February 17th, 2026

RE: Cal BRE 138337SA-F00C00

Final Will-Serve Letter for Water and Sewer for Scotia Subdivision Phase 4 (TBD) Humboldt County (unincorporated Town of Scotia)

To Whom It May Concern:

The Scotia Community Services District (SCSD) set rates for the District for water, sewer/wastewater, storm drainage, parks and recreation, and street lighting. The Transition Agreement between Town of Scotia and the Scotia CSD is complete and was signed on May 1, 2017. Further details on SCSD rate setting, services, etc. are available in May 26, 2016, August 10, 2016, February 22, 2017, May 19, 2017, and February 17, 2022, letters sent to the DRE.

Phase 1 Infrastructure was transferred to the SCSD, and services began May 25, 2017. Phase 2 Infrastructure was transferred to the SCSD on June 21, 2018, and Phase 3 was transferred on March 25, 2022.

The Scotia CSD confirms the acceptance of dedication and the obligation of the District to maintain the water and sewer (wastewater) systems lines, pipes, distribution and collection systems, and streets and alleyways (not dedicated to the County of Humboldt) and street lighting (collectively the "Linear Infrastructure") all within the area described as set forth in the Phase 4 legal description. The Scotia CSD confirms the acceptance of dedication and the obligation of the District , per SCSD Resolution 2026-1, attached.

Non-County maintained infrastructure will be maintained by the Scotia Community Services District after each future phase of subdivision is approved and transferred at a future date.

With respect to the above-referenced project, Scotia CSD will provide the following:

Water Service:

1. This District will provide water service to the above-referenced subdivision utilizing new and existing water lines and infrastructure.
2. That ample water for normal use and fire protection will be available.
3. Water will be furnished on demand, without exception, to each and every lot, upon receipt of signed service agreement.



4. That water is potable.
5. There are no connection/meter fees due from the developer.

Sewer (Wastewater) Service:

1. This District will provide sewer service to the above-referenced subdivision utilizing new and existing wastewater lines and infrastructure.
2. There are no connection fees due from the developer.

Fire Protection:

The Scotia CSD fire protection assessment was met with a majority protest in Proposition 218 process, so fire services in Scotia will not be provided by the Scotia Community Services District but instead will continue to be provided by the Rio Dell Fire Protection District (RDFPD).

Additional Assessments:

The SCSD will provide Parks and Recreation services, Streets and Street Lighting services, and Storm Drainage services.

The estimated monthly rates per household are approximately \$214.15 for all user fees (water and sewer) for FY 2025-26. The approximate annual total includes estimated user fees for water and sewer (wastewater) services, as well as benefit assessments for parks and recreation, streets and street lighting, and storm drainage.

Table 1. SCSD FY 2025/2026 Rates (approximate for water and wastewater)

Services	Approximate Monthly Cost	Approximate Annual Cost
User Fees		
Water	\$ 87.88	\$ 1054.56
Wastewater	\$ 126.27	\$ 1,515.24
Assessments		
Parks and Recreation		\$ 221.79
Streets and Street Lighting		\$ 58.81
Storm Drainage		\$ 24.77
Totals:	\$ 214.15	\$ 2,875.17

Water and sewer fees are estimated based on consumption in a household of 2.5 persons, 500 cf/mo. avg usage.

The District's rates (user fees and benefit assessments) are established with an annual 1.5% escalation factor to account for cost-of-living increases for an initial five-year period, which expired in FY 2020/2021. The rates may also be increased to an amount not to exceed 3% based on the consumer price index (CPI) if approved by the SCSD. This allows the SCSD to budget for inflation.

Additionally, proposed changes to rates may also occur based on "pass through" costs, which include the purchase of uncontrolled, mandatory services (such as, utility costs). Further details



and explanations may be found in the District's Engineer's Report. Any new or increased rates above the allowed CPI increase would require another Proposition 218 proceeding and property owner approval.

Monthly user fees for the District (Water & Wastewater), and annual benefit assessments (Parks and Recreation, Streets and Street Lighting, and Storm Drainage) will be billed directly to the customer by the SCSD.

Please advise if you desire any clarification.

Sincerely,

(Signature)

Steve Coppini, General Manager

Attached: SCSD Resolution 2026-1

RECORDING REQUESTED BY:

Town of Scotia Company, LLC
PO BOX 245
Scotia, CA 95565

**When Recorded Mail Document
and Tax Statement To:**

Scotia Community Services District
PO BOX 104
Scotia, CA 95565

Government Agency Acquiring Title

Revenue and Taxation Code Section 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE OFFER OF DEDICATION
AND GRANT OF EASEMENT DEED**

This transfer is exempt from the documentary transfer tax.

“The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922.”

THIS IRREVOCABLE OFFER OF DEDICATION AND GRANT DEED OF EASEMENT (this “Deed”) is made effective as of _____, 2025 (the “Effective Date”), by and between TOWN OF SCOTIA COMPANY, LLC, a Delaware limited liability company (“Grantor”), and the SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District formed pursuant to California Government Code §§ 61000, et seq. (“Grantee”).

Recitals

A. WHEREAS, Grantor is the owner of that certain real property, appurtenant easements and personal property located in the Town of Scotia, County of Humboldt, State of California, and more particularly described in that certain Tentative Subdivision Map (“Subdivision Map”) prepared in accord with the California Subdivision Map Act (California Government Code §§ 66410 et seq. (the “Map Act”)) and approved by the Humboldt County Planning Commission on November 10, 2009.

B. WHEREAS, on or about October 13, 2010, the Humboldt County Local Agency Formation Commission (“LAFCo”) entered Resolution No. 10-09, making determinations and approving formation of the Scotia Community Services District.

C. WHEREAS, to satisfy conditions of approval imposed by LAFCo, on or about March 17, 2014, Grantor pledged that certain Covenant and Agreement to Dedicate Property and Convey Other Assets to Grantee, including certain infrastructure for water and wastewater lines, pipes, distribution, and collection systems, streets and street lighting.

D. WHEREAS, the Grantee was formed pursuant to a Certificate of Completion recorded by LAFCo on March 17, 2014, for the purpose of providing water, wastewater service, stormwater drainage, fire protection, parks and recreation, streets and street lighting services to the Town of Scotia and its residents.

E. WHEREAS, on or about January 21, 2016, the Grantee adopted Resolution No. 2016-3, resolving to accept the dedicated property, without cost, pursuant to the terms and conditions of a transition agreement to be negotiated with Grantor.

F. WHEREAS, pursuant to a that certain TOWN OF SCOTIA AND SCOTIA COMMUNITY SERVICES DISTRICT ASSET TRANSFER AGREEMENT (“Asset Transfer Agreement”), made effective April 27, 2017, between Grantor and Grantee, Grantor agreed to irrevocably dedicate and Grantee agreed to accept (1) that certain real property (and appurtenant easements and improvements thereto) as more particularly described in Section 2 of the Asset Transfer Agreement; (2) that certain personal property as more particularly described in Section 3 of the Asset Transfer Agreement; (3) that certain linear infrastructure as more particularly described in Section 4 of the Asset Transfer Agreement; and (5) that certain Wastewater Treatment Plant and Water Treatment Plant as more particularly described in Section 4.4 of the Asset Transfer Agreement.

G. WHEREAS, pursuant to the Asset Transfer Agreement, Grantor is obligated to dedicate certain linear infrastructure and to grant to Grantee an easement over Grantor’s real property to locate, use, improve, maintain, operate, and repair said linear infrastructure, as more particularly described in Section 4 of the Asset Transfer Agreement.

H. WHEREAS, pursuant to the Asset Transfer Agreement, the dedication of the linear infrastructure and the grant of easement shall occur in phases, as more particularly described in Section 4.1 of the Asset Transfer Agreement.

I. WHEREAS, on or about April 27, 2017, Grantor and Grantee entered and recorded that certain agreement known as Irrevocable Offer of Dedication and Grant of Easement Deed which conveyed to Grantee all appropriate right, title and interest in the Infrastructure, including for use of access to same in Scotia Subdivision Phase 1 as provided in the Asset Transfer Agreement.

J. WHEREAS, on or about August 1, 2018, Grantor and Grantee entered and recorded that certain agreement known as Irrevocable Offer of Dedication and Grant of Easement Deed which conveyed to Grantee all appropriate right, title and interest in the Infrastructure, including for use of access to same in Scotia Subdivision Phase 2.

K. WHEREAS, on or about March 25, 2022, Grantor and Grantee entered and recorded that certain agreement known as Irrevocable Offer of Dedication and Grant of Easement Deed which conveyed to Grantee all appropriate right, title and interest in the Infrastructure, including for use of access to same in Scotia Subdivision Phase 3.

L WHEREAS, by this Deed Grantor offers to dedicate to Grantee and Grantee accepts that certain linear infrastructure in Phase 4 of the Subdivision Map, as more particularly identified below, and Grantor grants to Grantee and Grantee accepts that certain Phase 4 easement more particularly identified below, each upon the terms and conditions set forth in this Deed.

Agreement

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and for the consideration recited in that certain Asset Transfer Agreement, executed by Grantor and Grantee on April 27, 2017, and other good and valuable consideration, receipt and sufficiency of which are both hereby acknowledged, Grantor and Grantee (individually, a "Party," and collectively, the "Parties") agree as follows:

1. Dedication of Linear Infrastructure in Phase 4 of the Subdivision. Grantor hereby irrevocably offers to dedicate and Grantee hereby accepts all such Phase 4 linear infrastructure, including certain infrastructure for water and wastewater lines, pipes, distribution, and collection systems, streets and alleyways (not dedicated to the County of Humboldt), and street lighting (collectively the "Linear Infrastructure"), all within the area described as set forth in the Phase 4 legal description attached here to as **Exhibit "A"** attached hereto and incorporated by reference ("Legal Description").

1.1. As-Is Condition. Grantee acknowledges and agrees that Grantee has fully inspected and approved the Linear Infrastructure in the Phase 4 Property of the Subdivision, and it is dedicated to, and accepted by Grantee, in an "as is" condition with all faults. Grantee has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Linear Infrastructure is or may be subject and accepts the Linear Infrastructure solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges that it is accepting the Linear Infrastructure on the basis of Grantee's own investigation of the physical, operational, and environmental conditions of the Linear Infrastructure, including subsurface conditions, and Grantee assumes the risk that adverse physical, operational, and environmental conditions may not have been revealed by its own investigation.

1.2. No Representations or Warranties. Except for those limited representations and warranties pledged by Grantor in Section 6.7 of the Asset Transfer Agreement, Grantee further acknowledges that Grantor, its agents and employees and other persons acting on behalf of Grantor have made no representation or warranty of any kind in connection with any matter relating to the condition, functionality, operational capacity, value, fitness, or zoning of the Linear Infrastructure upon which Grantee has relied, or is relying upon, directly or indirectly for any purpose.

1.3. Release of Liability. Except for any claims, actions, causes of action, demands, rights, damages, costs or expenses arising out of Grantor's use of the reserve easement and license recited in Section 2.8 of this Deed, below, Grantee hereby waives, releases, remises, acquires and forever discharges Grantor, Grantor's employees, agents, or

any other person acting on behalf of Grantor, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on the account of or in any way growing out of or connected with the Linear Infrastructure, including without limitation its physical condition, functionality or operational capacity of the Linear Infrastructure, or any law or regulation applicable thereto. It is the intention of this paragraph that any and all responsibilities and obligations of Grantor, and any and all rights or claims of Grantee, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Linear Infrastructure are by this release provision declared null and void and of no present or future effect as to such parties. Grantee agrees to waive the benefits of Section 1542 of the California Civil Code, which provides as follows:

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

1.4. Indemnity. Except for any claims, actions, causes of action, demands, rights, damages, costs or expenses arising out of Grantor's use of the reserve easement and license recited in Section 2.8 and the indemnity obligation pledged by Grantor pursuant to Section 2.8(a) of this Deed, below, Grantee acknowledges and agrees that Sections 4.1 and 10 of the Asset Transfer Agreement contains certain "as is", release, covenant not to sue or complain, and/or indemnity covenants and agreements pertaining to the condition of the Linear Infrastructure made by Grantee on behalf of Grantee, Grantee's successors, successors in title and assigns to Grantor, on behalf of Grantor, and its and their directors, officers, members, employees, agents, and other persons acting on behalf of Grantor.

1.5. Maintenance and Operation Costs. It is expressly understood and agreed that Grantor shall have no obligation to share in the cost and expense of maintaining and operating the Linear Infrastructure, or any portion thereof, and that any such costs and expense shall be Grantee's sole and exclusive responsibility.

2. Grant of Non-Exclusive Easement. Grantor hereby voluntarily and irrevocably grants to Grantee, and Grantee hereby accepts, for the purposes set forth herein, a non-exclusive easement over and across those specific portions of Grantor's real property specifically described in **Exhibit "B"** attached hereto and incorporated by reference ("Phase 4 of the Scotia Subdivision" or "Phase 4 Easement") and for those purposes operating, keeping and maintaining the Linear Infrastructure as further described in paragraphs 2.1 and 2.3, below (the "Easement").

2.1. Easement Purposes. "Easement Purposes" collectively means use of the Phase 4 Easement as is necessary, desirable or advisable for the following purposes: locating, routing, installation, use, maintenance, service, repair, and operation of the Linear Infrastructure and all rights corresponding or incidental thereto.

2.2. Character of Easement. The Easement is nonexclusive and appurtenant to Grantee's real property (should any be appurtenant) and includes the absolute right of Grantee to use the Phase 4 Easement for the Easement Purposes, which use must not be disturbed, interrupted or impeded in any manner while this Agreement is in effect.

2.3. Rights Reserved by Grantor. All rights and interests not specifically conveyed herein shall remain with Grantor, including, without limitation, the reserve easement and license recited in Section 2.8 of this Deed, below, and the right to sell, lease, encumber and mortgage the Grantor's real property, or any portion of it including, without limitation, those areas encumbered by this Deed; except that any such conveyance shall be subject to the terms and conditions of this Deed and continuation of the Easement granted hereunder.

2.4. Subsequent Transfers.

(a) Grantor agrees to incorporate the terms of this Deed in any deed or other legal instrument by which it divests itself of any interest in all or a portion of Grantor's property adjacent to the Easement Area, including, without limitation, a security or leasehold interest, and to provide Grantee with written notice of the transfer of any interest in all or a portion of Grantor's property adjacent to the Easement (including copies of any recorded transfer documents) no later than twenty (20) days after the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Deed or limit its enforceability in any way.

(b) Grantor shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that pre-exists or is subordinate to this Deed), if the proposed grant could reasonably be expected to be inconsistent with the Easement Purpose.

2.5. Amendment. If circumstances arise under which an amendment to or modification of this Deed would be appropriate, Grantor and Grantee are free to jointly amend this Deed in writing signed by the Parties. All amendments shall be recorded in the Official Records of Humboldt County, California (the "Records") and any other jurisdiction in which such recording is required.

2.6. Notices. Any notice that either party may or is required to give, may be given by mailing the notice, postage prepaid, to Grantor or to Grantee at the address shown set forth in Section 26 of the Asset Transfer Agreement.

2.7. Indemnification. Except for the limited exceptions to Grantee's obligation to release, indemnify and defend Grantor created by Sections 10.1 and 10.2 of the Asset Transfer Agreement and as stated in Section 2.8(a) of this Deed, below, Grantee agrees to reimburse, release and hold harmless, indemnify, save, protect, and defend Grantor from, for and against all liabilities, penalties, costs, losses, damages, expenses, causes of action,

claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

- (a) Physical damage to the Easement Area or Grantor's property adjacent to the Easement Area or other lands of Grantor resulting from any act, omission, use, condition, or other matter related to or occurring on or about the Easement Area, including (without limitation) all acts, omissions, conditions, uses or other matters related to the Easement Area arising out of any act or omission of Grantee, Grantee's agent or employee, or any other person acting on Grantee's behalf, except to the extent directly caused by the negligent acts or omissions of Grantor;
- (b) Injury or damage to any person or property resulting from any act, omission, use, condition, or other matter related to or occurring on or about the Easement Area or Grantor's property adjacent to the Easement Area or other lands of Grantor, including (without limitation) all injuries or damage to any person or property arising out of all acts, omissions, conditions, uses or other matters related to Grantee's, Grantee's agent or employee, or any other person acting on Grantee's behalf use of the Easement Area or Grantor's property adjacent to the Easement Area or other lands of Grantor, except to the extent directly caused by the negligent acts or omissions of Grantor;
- (c) Violations or other failure by Grantee, Grantee's agent or employee, or any other person acting on Grantee's behalf, to comply with the requirements of any applicable laws or regulations; and
- (d) The unlawful presence or illegal release in, on, from, or about the Easement Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any applicable laws as hazardous, toxic or dangerous to the air, water, or soil, or in any way harmful or threatening to human health or the environment, to the extent caused by Grantee, Grantee's agent or employee, or any other person acting on Grantee's behalf.

2.8 License for Use of and Access to Linear Infrastructure by Grantor.

Grantor and Grantee acknowledge that, subsequent to the execution and delivery of this Deed, Grantor shall keep and retain the Linear Infrastructure located in Phase 5 of the Subdivision, and Grantor will continue to use the Linear Infrastructure and Easement Area in Phases 1,2,3, and 4 to, among other uses, deliver water to Phase 5 and discharge wastewater from Phase 5 of the Subdivision. Grantor expressly reserves an easement and license to continue accessing and using the Linear Infrastructure in Phases 1,2,3, and 4 of the Subdivision to deliver water and discharge wastewater, including other incidental uses, in order to serve to Phase 5 of the Linear Infrastructure without termination until the Linear Infrastructure in all 5 Phases of the Subdivision is conveyed to Grantee. Grantor's rights to access and use the Linear Infrastructure in Phases 1,2,3, and 4 of the Subdivision include, without limitation, incidental rights to improve and install connection devices in the Linear Infrastructure to facilitate connection to Linear Infrastructure in Phase 5 of the Subdivision.

Grantor's reserve easement and license to use the Linear Infrastructure is subject to the following protection for Grantee:

- (a) Grantor agrees to reimburse, release and hold harmless, indemnify, save, protect, and defend Grantee from, for and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, injuries to persons or property, demands, or judgments, including, without limitation, reasonable attorneys' fees, to the extent arising out of Grantor's use of the reserve easement and license to the Linear Infrastructure in Phases 1,2,3, and 4 and the Easement Area from and after the recording date of this Deed.
- (b) TOS shall provide copies of certificates of commercial liability insurance, and the District shall be named an additional insured, for all contractors, agents and TOS' employees working on the improved Linear Infrastructure already conveyed to the District with policy limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence.

3. General Provisions.

3.1. Controlling Law: Jurisdiction and Venue; Jury Waiver. The interpretation and performance of this Deed shall be governed by the laws of the State of California. Any action brought with respect to this Deed shall be brought in the Superior Court of the State of California for the County of Humboldt and the Parties hereto consent to the jurisdiction and venue of such Court. Each of the Parties hereto waives any right to a jury trial in any action relating to this Deed.

3.2. Severability. If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

3.3. Exhibits. All exhibits attached to this Deed are incorporated into this Deed by this reference.

3.4. Entire Agreement. This Deed and its Exhibits set forth the entire agreement of the Parties with respect to the Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment as provided for in this Deed.

3.5. Successors. It is the express intent of Grantor and Grantee that the provisions of this Deed shall run with and burden title to Grantor's Property in perpetuity, and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.

3.6. "Grantor" – "Grantee." The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall be held to mean and to include,

respectively, the above-named Grantor, and the successors and assigns of said Grantor, and each of them, and the above-named Grantee, and its successors and permitted assigns.

3.7. Termination of Rights and Obligations. A Party's rights and obligations under this Deed terminate upon transfer of the Party's entire interest in the easements granted under this Deed or in Grantor's Property (as applicable), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

3.8. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

3.9. Counterparts. The Parties may execute this instrument in two (2) or more counterparts, which shall in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS HEREOF, the Parties hereto have executed this Deed as of the Effective Date.

Grantor:

TOWN OF SCOTIA COMPANY, LLC, a Delaware limited liability company

By: _____

Name: Steven T. Deike

Its: President

Grantee:

SCOTIA COMMUNITY SERVICES DISTRICT, a California Community Services District

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On _____, before me, K.A. Spiers, Notary Public, personally appeared **Steven T. Deike**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 205-421-013-000

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

PARCEL ONE:

ALL THAT REAL PROPERTY IN SECTIONS 5, 7, 8, AND 18, TOWNSHIP 1 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN, IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 50 DEGREES 09 MINUTES 23 SECONDS WEST, 728.82 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 63 SURVEYS, PAGE 71, HUMBOLDT COUNTY RECORDS;

THENCE SOUTH 10 DEGREES 44 MINUTES 49 SECONDS EAST, 113.87 FEET;

THENCE SOUTH 03 DEGREES 30 MINUTES 00 SECONDS EAST, 175.70 FEET;

THENCE NORTH 85 DEGREES 26 MINUTES 04 SECONDS EAST, 81.58 FEET;

THENCE NORTH 16 DEGREES 53 MINUTES 22 SECONDS EAST, 24.71 FEET;

THENCE SOUTH 78 DEGREES 45 MINUTES 20 SECONDS EAST, 15.93 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 42 SECONDS EAST, 77.94 FEET;

THENCE NORTH 85 DEGREES 34 MINUTES 45 SECONDS EAST, 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1300.12 FEET, TO WHICH POINT A RADIAL LINE BEARS SOUTH 85 DEGREES 34 MINUTES 45 SECONDS WEST SAID POINT BEING ON THE EXISTING CENTERLINE OF MAIN STREET;

THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE CENTERLINE OF MAIN STREET, THROUGH AN ANGLE OF 0 DEGREES 32 MINUTES 33 SECONDS, 12.31 FEET;

THENCE LEAVING MAIN STREET, NORTH 89 DEGREES 14 MINUTES 42 SECONDS WEST, 104.01 FEET;

THENCE SOUTH 00 DEGREES 43 MINUTES 20 SECONDS WEST, 184.02 FEET;

THENCE SOUTH 12 DEGREES 35 MINUTES 43 SECONDS EAST, 81.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 500.05 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 7 DEGREES 43 MINUTES 54 SECONDS, 67.48 FEET;

THENCE SOUTH 04 DEGREES 51 MINUTES 49 SECONDS EAST, 241.02 FEET; THENCE SOUTH 09 DEGREES 32 MINUTES 12 SECONDS EAST, 110.01 FEET;

THENCE SOUTH 11 DEGREES 14 MINUTES 37 SECONDS EAST, 74.01 FEET;

THENCE NORTH 87 DEGREES 58 MINUTES 35 SECONDS EAST, 84.01 FEET TO THE CENTERLINE OF MAIN STREET;

THENCE ALONG THE CENTERLINE OF MAIN STREET, SOUTH 05 DEGREES 58 MINUTES 03 SECONDS EAST, 93.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 950.09 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE CENTERLINE OF MAIN STREET, THROUGH AN ANGLE OF 31 DEGREES 53 MINUTES 04 SECONDS, 528.72 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF MAIN STREET, SOUTH 37 DEGREES 51 MINUTES 08 SECONDS EAST, 496.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 675.06 FEET;

THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE CENTERLINE OF MAIN STREET, THROUGH AN ANGLE OF 6 DEGREES 56 MINUTES 41 SECONDS, 81.82 FEET;

THENCE LEAVING SAID CENTERLINE OF MAIN STREET, NORTH 59 DEGREES 05 MINUTES 33 SECONDS EAST, 58.26 FEET, MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED FEBRUARY 21, 1980 IN BOOK 1604 OFFICIAL RECORDS, PAGE 513 (PARCEL FIVE THEREIN);

EXHIBIT "A"Legal Description
(continued)

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES:

NORTH 13 DEGREES 15 MINUTES 19 SECONDS EAST, 198.95 FEET (RECORD NORTH 14 DEGREES 34 MINUTES 34 SECONDS EAST, 198.93 FEET);

NORTH 06 DEGREES 40 MINUTES 22 SECONDS WEST, 472.01 FEET (RECORD NORTH 05 DEGREES 21 MINUTES 07 SECONDS WEST, 471.97 FEET);

NORTH 00 DEGREES 58 MINUTES 59 SECONDS WEST, 443.30 FEET (RECORD NORTH 00 DEGREES 20 MINUTES 16 SECONDS EAST, 443.26 FEET) TO A POINT ON THE EAST LINE OF PARCEL SIX THEREIN OF SAID [BOOK 1604 OFFICIAL RECORDS, PAGE 513](#);

THENCE ALONG SAID EAST LINE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST, 144.39 FEET (RECORD NORTH 15 DEGREES 27 MINUTES 10 SECONDS EAST, 144.38 FEET) TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED SEPTEMBER 18, 1972 IN [BOOK 1157 OFFICIAL RECORDS, PAGE 30](#) SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2077.19 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 76 DEGREES 58 MINUTES 55 SECONDS WEST; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 4 DEGREES 16 MINUTES 44 SECONDS, 155.12 FEET;

THENCE CONTINUING ALONG SAID EAST LINE AND ALONG THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 5, 1972 IN [BOOK 1140 OFFICIAL RECORDS, PAGE 228](#) (PARCEL 4 THEREIN), NORTH 17 DEGREES 17 MINUTES 49 SECONDS EAST, 471.51 FEET (RECORD NORTH 18 DEGREES 37 MINUTES 04 SECONDS EAST, 471.47 FEET) TO THE EAST LINE OF SAID [BOOK 1604 OFFICIAL RECORDS, PAGE 513](#) (PARCEL SEVEN THEREIN); THENCE ALONG SAID EAST LINE OF SAID [BOOK 1604 OFFICIAL RECORDS, PAGE 513](#) (PARCELS SEVEN, EIGHT, NINE AND TEN THEREIN) THE FOLLOWING COURSES:

NORTH 33 DEGREES 06 MINUTES 47 SECONDS EAST, 27.15 FEET (RECORD NORTH 34 DEGREES 26 MINUTES 02 SECONDS WEST, 27.15 FEET);

NORTH 23 DEGREES 05 MINUTES 24 SECONDS EAST, 121.21 FEET (RECORD NORTH 24 DEGREES 24 MINUTES 39 SECONDS EAST, 121.20 FEET);

NORTH 00 DEGREES 17 MINUTES 51 SECONDS EAST, 194.11 FEET (RECORD NORTH 01 DEGREES 37 MINUTES 06 SECONDS EAST, 194.09 FEET);

NORTH 13 DEGREES 15 MINUTES 36 SECONDS EAST, 217.65 FEET (RECORD NORTH 14 DEGREES 34 MINUTES 51 SECONDS EAST, 217.63 FEET);

NORTH 10 DEGREES 52 MINUTES 03 SECONDS WEST, 131.16 FEET (RECORD NORTH 09 DEGREES 32 MINUTES 48 SECONDS WEST, 131.15 FEET);

NORTH 07 DEGREES 13 MINUTES 34 SECONDS WEST, 326.15 FEET (RECORD NORTH 05 DEGREES 54 MINUTES 19 SECONDS WEST, 326.12 FEET);

NORTH 07 DEGREES 36 MINUTES 32 SECONDS WEST, 108.41 FEET (RECORD NORTH 06 DEGREES 14 MINUTES 07 SECONDS WEST, 108.48 FEET);

NORTH 02 DEGREES 26 MINUTES 09 SECONDS WEST, 119.13 FEET (RECORD NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, 119.12 FEET);

NORTH 01 DEGREES 48 MINUTES 54 SECONDS WEST, 141.88 FEET (RECORD NORTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, 141.87 FEET);

NORTH 00 DEGREES 53 MINUTES 05 SECONDS EAST, 51.72 FEET (RECORD NORTH 02 DEGREES 11 MINUTES 42 SECONDS EAST, 51.67 FEET) TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 5, 1951 IN [BOOK 175 OFFICIAL RECORDS, PAGE 322](#) (PARCEL 1 THEREIN);

THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:

SOUTH 60 DEGREES 47 MINUTES 30 SECONDS WEST, 68.67 FEET (RECORD SOUTH 62 DEGREES 06 MINUTES 07 SECONDS WEST, 68.67 FEET);

EXHIBIT "A"Legal Description
(continued)

SOUTH 03 DEGREES 08 MINUTES 46 SECONDS WEST, 18.03 FEET (RECORD SOUTH 04 DEGREES 27 MINUTES 23 SECONDS WEST, 18.03 FEET);
 SOUTH 59 DEGREES 26 MINUTES 53 SECONDS WEST, 20.00 FEET (RECORD SOUTH 60 DEGREES 45 MINUTES 30 SECONDS WEST, 20.00 FEET);
 NORTH 48 DEGREES 58 MINUTES 28 SECONDS WEST, 15.81 FEET (RECORD NORTH 47 DEGREES 39 MINUTES 51 SECONDS WEST, 15.81 FEET);
 SOUTH 59 DEGREES 26 MINUTES 53 SECONDS WEST, 33.00 FEET (RECORD SOUTH 60 DEGREES 45 MINUTES 30 SECONDS WEST, 33.00 FEET);
 NORTH 30 DEGREES 33 MINUTES 07 SECONDS WEST, 64.00 FEET (RECORD NORTH 29 DEGREES 14 MINUTES 30 SECONDS WEST, 63.99 FEET);
 NORTH 44 DEGREES 24 MINUTES 30 SECONDS EAST, 138.78 FEET (RECORD NORTH 45 DEGREES 43 MINUTES 07 SECONDS EAST, 138.77 FEET);
 NORTH 35 DEGREES 04 MINUTES 40 SECONDS EAST, 106.98 FEET (RECORD NORTH 36 DEGREES 23 MINUTES 17 SECONDS EAST, 106.97 FEET) TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 296.57 FEET;
 NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 32 DEGREES 37 MINUTES 47 SECONDS, 168.90 FEET;
 NORTH 02 DEGREES 26 MINUTES 53 SECONDS EAST, 235.92 FEET (RECORD NORTH 03 DEGREES 45 MINUTES 30 SECONDS EAST, 235.90 FEET);
 NORTH 00 DEGREES 44 MINUTES 10 SECONDS EAST, 200.26 FEET (RECORD NORTH 02 DEGREES 02 MINUTES 47 SECONDS EAST, 200.24 FEET) TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 5, 1972 IN [BOOK 1140 OFFICIAL RECORDS, PAGE 228](#) (PARCEL 6 THEREIN);
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 NORTH 08 DEGREES 37 MINUTES 08 SECONDS EAST, 370.71 FEET (RECORD NORTH 09 DEGREES 55 MINUTES 45 SECONDS EAST, 370.68 FEET);
 NORTH 03 DEGREES 31 MINUTES 36 SECONDS EAST, 60.00 FEET (RECORD NORTH 04 DEGREES 50 MINUTES 13 SECONDS EAST, 60.00 FEET);
 NORTH 13 DEGREES 47 MINUTES 48 SECONDS EAST, 179.13 FEET (RECORD NORTH 15 DEGREES 06 MINUTES 25 SECONDS EAST, 179.11 FEET) TO THE WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 13, 1940 IN [BOOK 248 DEEDS, PAGE 86](#);
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 NORTH 21 DEGREES 32 MINUTES 22 SECONDS WEST, 140.34 FEET (RECORD NORTH 21 DEGREES 32 MINUTES 15 SECONDS WEST, 140.34 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 900.00 FEET, TO WHICH A POINT A RADIAL LINE BEARS NORTH 76 DEGREES 28 MINUTES 25 SECONDS EAST;
 NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 7 DEGREES 49 MINUTES 17 SECONDS, 122.86 FEET;
 NORTH 47 DEGREES 10 MINUTES 53 SECONDS EAST, 53.51 FEET (RECORD NORTH 47 DEGREES 11 MINUTES EAST, 53.51 FEET) TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 950.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 67 DEGREES 28 MINUTES 15 SECONDS EAST;
 NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 3 DEGREES 42 MINUTES 22 SECONDS, 61.45 FEET TO A POINT THAT BEARS NORTH 15 DEGREES 07 MINUTES 29 SECONDS EAST, 2563.68 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7;
 NORTH 26 DEGREES 14 MINUTES 07 SECONDS WEST (RECORD NORTH 26 DEGREES 14 MINUTES WEST), 600 FEET, MORE OR LESS TO THE LOW-WATER MARK OF THE EEL RIVER;

EXHIBIT "A"Legal Description
(continued)

THENCE SOUTHERLY ALONG SAID LOW-WATER MARK, 7600 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 70 DEGREES 00 MINUTES 00 SECONDS WEST FROM A POINT THAT BEARS SOUTH 23 DEGREES 39 MINUTES 05 SECONDS WEST, 3724.92 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7;

THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS EAST, 400.00 FEET, MORE OR LESS, TO SAID POINT;

THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 500.00 FEET; THENCE NORTH 64 DEGREES 59 MINUTES 09 SECONDS EAST, 99.91 FEET; THENCE SOUTH 52 DEGREES 55 MINUTES 32 SECONDS EAST, 263.84 FEET;

THENCE NORTH 67 DEGREES 02 MINUTES 52 SECONDS EAST, 113.00 FEET;

THENCE NORTH 53 DEGREES 00 MINUTES 00 SECONDS EAST, 155.83 FEET, MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY BY DEED RECORDED JANUARY 22, 1920 IN [BOOK 140 DEEDS, PAGE 224](#);

THENCE NORTHERLY ALONG SAID EAST LINE, 882.21 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 65 DEGREES 21 MINUTES 50 SECONDS WEST FROM A POINT THAT BEARS SOUTH 34 DEGREES 12 MINUTES 49 SECONDS WEST, 2512.75 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7;

THENCE NORTH 65 DEGREES 21 MINUTES 50 SECONDS EAST, 118.80 FEET, MORE OR LESS, TO SAID POINT;

THENCE NORTH 23 DEGREES 57 MINUTES 12 SECONDS EAST, 37.84 FEET;

THENCE NORTH 17 DEGREES 00 MINUTES 24 SECONDS WEST, 196.67 FEET;

THENCE NORTH 03 DEGREES 33 MINUTES 52 SECONDS WEST, 171.32 FEET;

THENCE NORTH 16 DEGREES 09 MINUTES 07 SECONDS EAST, 93.22 FEET;

THENCE NORTH 82 DEGREES 14 MINUTES 44 SECONDS EAST, 246.83 FEET;

THENCE SOUTH 27 DEGREES 13 MINUTES 47 SECONDS EAST, 214.43 FEET;

THENCE SOUTH 37 DEGREES 24 MINUTES 53 SECONDS EAST, 122.34 FEET;

THENCE NORTH 60 DEGREES 41 MINUTES 50 SECONDS EAST, 267.74 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, 130.92 FEET;

THENCE NORTH 25 DEGREES 39 MINUTES 13 SECONDS WEST, 140.10 FEET;

THENCE NORTH 15 DEGREES 36 MINUTES 16 SECONDS EAST, 168.52 FEET;

THENCE NORTH 07 DEGREES 08 MINUTES 21 SECONDS WEST, 146.85 FEET;

THENCE NORTH 25 DEGREES 42 MINUTES 40 SECONDS WEST, 121.23 FEET;

THENCE NORTH 04 DEGREES 46 MINUTES 05 SECONDS WEST, 291.73 FEET;

THENCE NORTH 23 DEGREES 45 MINUTES 59 SECONDS EAST, 262.94 FEET;

THENCE NORTH 79 DEGREES 02 MINUTES 18 SECONDS EAST, 239.02 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE LAND DESCRIBED IN DEED FROM THE PACIFIC LUMBER COMPANY, A DELAWARE CORPORATION TO THE SCOTIA UNION SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA RECORDED JUNE 13, 2008 AS [INSTRUMENT NO. 2008-14561-4](#), HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT THAT BEARS NORTH 39 DEGREES 12 MINUTES 19 SECONDS EAST, 457.09 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN [BOOK 63 SURVEYS, PAGE 71](#), HUMBOLDT COUNTY RECORDS;

THENCE NORTH 29 DEGREES 48 MINUTES 50 SECONDS WEST, 168.07 FEET;

EXHIBIT "A"**Legal Description**
(continued)

THENCE NORTH 13 DEGREES 40 MINUTES 00 SECONDS EAST, 20.85 FEET;
 THENCE NORTH 30 DEGREES 17 MINUTES 18 SECONDS EAST, 78.36 FEET;
 THENCE NORTH 60 DEGREES 03 MINUTES 00 SECONDS EAST, 228.04 FEET, MORE OR LESS, TO THE
 WEST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED
 RECORDED JULY 5, 1951 IN [BOOK 175 OFFICIAL RECORDS, PAGE 322](#) (PARCEL 1 THEREIN);
 THENCE ALONG SAID WEST LINE THE FOLLOWING COURSES:
 SOUTH 30 DEGREES 33 MINUTES 07 SECONDS EAST (RECORD BEARING SOUTH 29 DEGREES 14
 MINUTES 30 SECONDS EAST), 3.28 FEET;
 NORTH 59 DEGREES 26 MINUTES 53 SECONDS EAST, 33.00 FEET (RECORD NORTH 60 DEGREES 45
 MINUTES 30 SECONDS EAST, 33.00 FEET);
 SOUTH 48 DEGREES 58 MINUTES 28 SECONDS EAST, 15.51 FEET (RECORD SOUTH 47 DEGREES 39
 MINUTES 51 SECONDS EAST, 15.51 FEET);
 NORTH 59 DEGREES 26 MINUTES 53 SECONDS EAST, 20.00 FEET (RECORD NORTH 60 DEGREES 45
 MINUTES 30 SECONDS EAST, 20.00 FEET);
 NORTH 03 DEGREES 08 MINUTES 46 SECONDS EAST, 18.03 FEET (RECORD NORTH 04 DEGREES 27
 MINUTES 23 SECONDS EAST, 18.03 FEET);
 NORTH 60 DEGREES 47 MINUTES 30 SECONDS EAST, 68.67 FEET (RECORD NORTH 62 DEGREES 06
 MINUTES 07 SECONDS EAST, 68.67 FEET), MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF
 LAND CONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED FEBRUARY 21, 1980 IN
[BOOK 1604 OFFICIAL RECORDS, PAGE 513](#) (PARCEL SIX THEREIN);
 THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES:
 SOUTH 00 DEGREES 53 MINUTES 05 SECONDS WEST, 51.72 FEET (RECORD SOUTH 02 DEGREES 11
 MINUTES 42 SECONDS WEST, 51.67);
 SOUTH 01 DEGREE 48 MINUTES 54 SECONDS EAST, 141.88 FEET (RECORD SOUTH 00 DEGREES 30
 MINUTES 17 SECONDS EAST, 141.87 FEET);
 SOUTH 02 DEGREES 26 MINUTES 09 SECONDS EAST, 119.13 FEET (SOUTH 01 DEGREES 07 MINUTES
 32 SECONDS EAST, 119.12 FEET);
 SOUTH 07 DEGREES 36 MINUTES 32 SECONDS EAST (RECORD BEARING SOUTH 06 DEGREES 14
 MINUTES 07 SECONDS EAST), 10.55 FEET;
 THENCE LEAVING SAID EAST LINE, SOUTH 60 DEGREES 18 MINUTES 54 SECONDS WEST, 74.52 FEET;
 THENCE SOUTH 32 DEGREES 35 MINUTES 05 SECONDS EAST, 1.94 FEET;
 THENCE SOUTH 60 DEGREES 51 MINUTES 36 SECONDS WEST, 12.26 FEET;
 THENCE NORTH 29 DEGREES 28 MINUTES 28 SECONDS WEST, 28.34 FEET;
 THENCE NORTH 60 DEGREES 08 MINUTES 13 SECONDS EAST, 32.00 FEET;
 THENCE SOUTH 29 DEGREES 51 MINUTES 47 SECONDS EAST, 20.00 FEET;
 THENCE NORTH 60 DEGREES 08 MINUTES 13 SECONDS EAST, 20.00 FEET;
 THENCE NORTH 29 DEGREES 51 MINUTES 47 SECONDS WEST, 20.00 FEET;
 THENCE NORTH 60 DEGREES 08 MINUTES 13 SECONDS EAST, 27.97 FEET;
 THENCE NORTH 30 DEGREES 02 MINUTES 40 SECONDS WEST, 59.25 FEET;
 THENCE SOUTH 60 DEGREES 08 MINUTES 52 SECONDS WEST, 85.28 FEET;
 THENCE SOUTH 30 DEGREES 06 MINUTES 44 SECONDS EAST, 34.27 FEET;
 THENCE SOUTH 43 DEGREES 36 MINUTES 56 SECONDS WEST, 16.12 FEET;
 THENCE SOUTH 60 DEGREES 09 MINUTES 24 SECONDS WEST, 160.67 FEET TO A POINT THAT BEARS
 SOUTH 85 DEGREES 31 MINUTES 57 SECONDS EAST FROM THE POINT OF BEGINNING;
 THENCE NORTH 85 DEGREES 31 MINUTES 57 SECONDS WEST, 32.98 FEET TO THE POINT OF
 BEGINNING

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE SAN FRANCISCO
 AND NORTHWESTERN RAILWAY AND NORTHWESTERN PACIFIC RAILROAD COMPANY BY DEEDS
 DATED MAY 15, 1903 IN [BOOK 82 DEEDS, PAGE 410](#), JUNE 22, 1906 IN [BOOK 96 DEEDS, PAGE 108](#) AND

EXHIBIT "A"

Legal Description (continued)

MARCH 28, 1919 IN [BOOK 140 DEEDS, PAGE 224](#), BUT INCLUDING HEREIN THOSE PORTIONS THEREOF RECONVEYED TO THE PACIFIC LUMBER COMPANY BY DEED RECORDED APRIL 1, 1921 IN [BOOK 152 DEEDS, PAGE 490](#).

ALSO EXCEPTING THEREFROM THAT PORTION LYING WEST OF THE EAST LINE OF THE RAILROAD RIGHT OF WAY, AS SHOWN ON THE RECORD OF SURVEY AS FILED IN [BOOK 68 OF SURVEYS, PAGES 16](#) THROUGH 20, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM TRACT NO. 649, TOWN OF SCOTIA SUBDIVISION - PHASE 1, AS SHOWN ON THE MAP FILED IN [BOOK 25 OF MAPS, PAGES 54](#) THROUGH 65, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM TRACT NO. 654, TOWN OF SCOTIA SUBDIVISION - PHASE 2, AS SHOWN ON THE MAP FILED IN [BOOK 25 OF MAPS, PAGE 79](#) THROUGH 95, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM TRACT NO. 669, TOWN OF SCOTIA SUBDIVISION - PHASE 3, AS SHOWN ON THE MAP FILED IN [BOOK 25 OF MAPS, PAGE 150](#) THROUGH 159, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCEL 5 - LOG POND, AS DESCRIBED IN THE CORRECTED CERTIFICATE OF SUBDIVISION COMPLIANCE RECORDED APRIL 28, 2017, AS INSTRUMENT 2017-007702, HUMBOLDT COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCEL 7 - CARPENTER SHOP, AS DESCRIBED IN GRANT DEED AND REPRESENTATION AND WARRANTY DISCLAIMER AND RELEASE OF LIABILITY RECORDED MAY 24, 2017, AS INSTRUMENT 2017-009269, HUMBOLDT COUNTY RECORDS.

NOTE: THE LEGAL DESCRIPTION HEREIN MAY DESCRIBE ONLY A PORTION OF A LEGAL PARCEL AND SHOULD NOT BE USED IN ANY DOCUMENTS REQUIRING COMPLIANCE WITH THE SUBDIVISION MAP ACT AND RELATED HUMBOLDT COUNTY ORDINANCES.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS FOR VARIOUS PURPOSES ALL AS CONTAINED IN, AND SUBJECT TO THE TERMS OF, THAT CERTAIN DOCUMENT ENTITLED RECIPROCAL EASEMENT AGREEMENT EXECUTED BY AND BETWEEN RED-SCOTIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND TOWN OF SCOTIA COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND RECORDED NOVEMBER 12, 2010 AS [INSTRUMENT NO. 2010-24822-103](#), HUMBOLDT COUNTY OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR WATER STORAGE AND WATER TREATMENT FACILITIES, TOGETHER WITH THE RIGHT TO CONVEY SAID RESERVED AND EXCEPTED RIGHTS TO A COMMUNITY SERVICES DISTRICT OVER THE FOLLOWING DESCRIBED PARCEL:

ALL THAT REAL PROPERTY SITUATED IN SECTIONS 8 AND 17, TOWNSHIP 1 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN, IN THE UNINCORPORATED AREA OF HUMBOLDT COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT "A"Legal Description
(continued)

BEGINNING AT A POINT THAT BEARS SOUTH 54 DEGREES 36 MINUTES 38 SECONDS EAST, 1781.38 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN [BOOK 63 SURVEYS, PAGE 71](#), HUMBOLDT COUNTY RECORDS;

THENCE SOUTH 01 DEGREES 19 MINUTES 15 SECONDS EAST, 496.56 FEET;

THENCE WEST, 393.65 FEET;

THENCE SOUTH 87 DEGREES 39 MINUTES 05 SECONDS WEST, 208.67 FEET;

THENCE SOUTH 38 DEGREES 47 MINUTES 24 SECONDS WEST, 325.89 FEET, MORE OR LESS, TO THE EAST LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 5, 1951 IN [BOOK 175 OFFICIAL RECORDS, PAGE 322](#) (PARCEL 1 THEREIN);

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES:

NORTH 27 DEGREES 10 MINUTES 28 SECONDS WEST (RECORD BEARING NORTH 27 DEGREES 09 MINUTES 43 SECONDS WEST), 270.43 FEET;

NORTH 03 DEGREES 42 MINUTES 53 SECONDS WEST, 129.78 FEET (RECORD NORTH 03 DEGREES 42 MINUTES 08 SECONDS WEST, 129.78 FEET);

SOUTH 82 DEGREES 55 MINUTES 08 SECONDS EAST, 40.00 FEET (RECORD SOUTH 82 DEGREES 54 MINUTES 23 SECONDS EAST, 40.00 FEET);

NORTH 37 DEGREES 02 MINUTES 58 SECONDS EAST, 476.33 FEET (RECORD NORTH 37 DEGREES 03 MINUTES 43 SECONDS EAST, 476.33 FEET) TO A POINT THAT BEARS SOUTH 88 DEGREES 41 MINUTES 41 SECONDS WEST FROM THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE NORTH 88 DEGREES 41 MINUTES 41 SECONDS EAST, 600.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL ALSO BEING ILLUSTRATED ON EXHIBIT B ATTACHED TO DEED RECORDED JULY 1, 2013 AS [INSTRUMENT NO. 2013-015279-10](#), HUMBOLDT COUNTY OFFICIAL RECORDS.

PARCEL FOUR:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR WATER STORAGE AND WATER TREATMENT FACILITIES, FOR INGRESS AND EGRESS, 50 FEET IN WIDTH TOGETHER WITH THE RIGHT TO CONVEY SAID RESERVED AND EXCEPTED RIGHTS TO A COMMUNITY SERVICES DISTRICT, BEING TWENTY-FIVE (25) FEET ON EACH SIDE OF THE DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE APPROXIMATE CENTERLINE OF THE COUNTY ROAD, SAID POINT BEARS SOUTH 07 DEGREES 32 MINUTES 22 SECONDS EAST, 3171.87 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AS SAID CORNER IS SHOWN ON THE RECORD OF SURVEY FILED IN [BOOK 65 SURVEYS, PAGES 59](#) AND 60, HUMBOLDT COUNTY RECORDS; THENCE NORTH 81 DEGREES 48 MINUTES 39 SECONDS EAST, 78.78 FEET; THENCE NORTH 84 DEGREES 16 MINUTES 38 SECONDS EAST, 101.45 FEET; THENCE SOUTH 76 DEGREES 08 MINUTES 41 SECONDS EAST, 43.25 FEET; THENCE SOUTH 64 DEGREES 11 MINUTES 02 SECONDS EAST, 101.24 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 50 SECONDS EAST, 83.96 FEET; THENCE SOUTH 42 DEGREES 24 MINUTES 47 SECONDS EAST, 284.89 FEET; THENCE SOUTH 32 DEGREES 55 MINUTES 14 SECONDS EAST, 160.63 FEET; THENCE SOUTH 36 DEGREES 35 MINUTES 40 SECONDS EAST, 332.87 FEET; THENCE NORTH 47 DEGREES 45 MINUTES 53 SECONDS EAST, 32.36 FEET; THENCE NORTH 14 DEGREES 06 MINUTES 44 SECONDS WEST, 70.78 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 22 SECONDS EAST, 96.07 FEET; THENCE NORTH 13 DEGREES 57 MINUTES 52 SECONDS WEST, 74.18 FEET; THENCE NORTH 28 DEGREES 16 MINUTES 42 SECONDS WEST, 30.32 FEET; THENCE NORTH 34 DEGREES 15 MINUTES 02 SECONDS WEST, 57.72 FEET;

EXHIBIT "A"

Legal Description (continued)

THENCE NORTH 41 DEGREES 02 MINUTES 29 SECONDS WEST, 134.06 FEET;
THENCE NORTH 35 DEGREES 52 MINUTES 29 SECONDS WEST, 141.45 FEET;
THENCE NORTH 29 DEGREES 35 MINUTES 06 SECONDS WEST, 354.89 FEET;
THENCE NORTH 26 DEGREES 31 MINUTES 59 SECONDS WEST, 119.53 FEET;
THENCE NORTH 31 DEGREES 37 MINUTES 40 SECONDS WEST, 136.17 FEET;
THENCE NORTH 23 DEGREES 03 MINUTES 44 SECONDS WEST, 76.71 FEET;
THENCE NORTH 07 DEGREES 31 MINUTES 27 SECONDS WEST, 62.05 FEET;
THENCE NORTH 01 DEGREES 02 MINUTES 43 SECONDS WEST, 112.40 FEET;
THENCE NORTH 10 DEGREES 37 MINUTES 31 SECONDS EAST, 57.91 FEET;
THENCE NORTH 23 DEGREES 55 MINUTES 28 SECONDS EAST, 53.72 FEET;
THENCE NORTH 07 DEGREES 56 MINUTES 55 SECONDS EAST, 44.16 FEET;
THENCE NORTH 14 DEGREES 38 MINUTES 35 SECONDS WEST, 77.66 FEET;
THENCE NORTH 03 DEGREES 46 MINUTES 42 SECONDS EAST, 57.59 FEET;
THENCE NORTH 13 DEGREES 36 MINUTES 22 SECONDS EAST, 60.26 FEET;
THENCE NORTH 23 DEGREES 28 MINUTES 49 SECONDS EAST, 79.15 FEET;
THENCE NORTH 10 DEGREES 25 MINUTES 03 SECONDS EAST, 73.05 FEET;
THENCE NORTH 05 DEGREES 35 MINUTES 57 SECONDS WEST, 96.71 FEET;
THENCE NORTH 22 DEGREES 56 MINUTES 47 SECONDS WEST, 127.97 FEET;
THENCE NORTH 03 DEGREES 41 MINUTES 40 SECONDS WEST, 51.59 FEET;
THENCE NORTH 27 DEGREES 56 MINUTES 33 SECONDS EAST, 54.46 FEET;
THENCE NORTH 46 DEGREES 16 MINUTES 47 SECONDS EAST, 125.48 FEET;
THENCE NORTH 31 DEGREES 46 MINUTES 51 SECONDS EAST, 74.95 FEET;
THENCE NORTH 07 DEGREES 04 MINUTES 40 SECONDS EAST, 25.56 FEET, MORE OR LESS, TO THE
SOUTH LINE OF THE PARCEL OF LAND DESCRIBED ABOVE AS PARCEL A, SAID POINT BEARS SOUTH
30 DEGREES 00 MINUTES 30 SECONDS EAST, 1773.29 FEET FROM SAID NORTHWEST CORNER OF
THE SOUTHWEST QUARTER OF SECTION 8.

SAID PARCEL ALSO BEING ILLUSTRATED ON SAID EXHIBIT B.

PARCEL FIVE:

A 50 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, PUBLIC AND PRIVATE UTILITIES, THE NORTH
LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE "TRUE POINT OF BEGINNING" OF TRACT B DESCRIBED IN SAID DEED
RECORDED JULY 1, 2013 AS [INSTRUMENT NO. 2013-015279-10](#), HUMBOLDT COUNTY OFFICIAL
RECORDS;

THENCE ALONG THE NORTH LINE OF SAID TRACT B THE FOLLOWING COURSES:

SOUTH 54 DEGREES 10 MINUTES 22 SECONDS WEST, 99.01 FEET;

SOUTH 53 DEGREES 26 MINUTES 29 SECONDS WEST, 92.17 FEET;

SOUTH 76 DEGREES 38 MINUTES 54 SECONDS WEST, 477.57 FEET;

SOUTH 68 DEGREES 22 MINUTES 51 SECONDS WEST, 351.10 FEET;

SOUTH 53 DEGREES 30 MINUTES 26 SECONDS WEST, 241.97 FEET;

SOUTH 63 DEGREES 59 MINUTES 33 SECONDS WEST, 98.27 FEET TO THE EAST LINE OF THAT
PARCEL OF LAND CONVEYED TO THE NORTHWESTERN PACIFIC RAILROAD COMPANY BY DEED
RECORDED JANUARY 22, 1920 IN [BOOK 140 DEEDS, PAGE 224](#).

SAID PARCEL ALSO BEING ILLUSTRATED ON EXHIBIT C ON SAID DEED RECORDED JULY 1, 2013 AS
[INSTRUMENT NO. 2013-015279-10](#), HUMBOLDT COUNTY OFFICIAL RECORDS.

EXHIBIT "A"

Legal Description (continued)

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON [BOOK 65 SURVEYS, PAGES 59](#) AND 60, HUMBOLDT COUNTY RECORDS.

PARCELS THREE, FOUR, AND FIVE ABOVE ARE RESERVED IN CORRECTION GRANT DEED MADE BY AND BETWEEN TOWN OF SCOTIA COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HUMBOLDT REDWOOD COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 1, 2013, AS [INSTRUMENT NO. 2013-015279](#), HUMBOLDT COUNTY RECORDS.

PARCEL SIX:

THE RIGHTS AS CONVEYED BY AND BETWEEN THE PACIFIC LUMBER COMPANY, A DELAWARE CORPORATION, SCOTIA PACIFIC HOLDING COMPANY, A DELAWARE CORPORATION, AND SALMON CREEK CORPORATION, A DELAWARE CORPORATION BY THE RECIPROCAL RIGHTS AGREEMENT RECORDED MARCH 22, 1993 AS [INSTRUMENT NO. 1993-7890](#), HUMBOLDT COUNTY RECORDS.

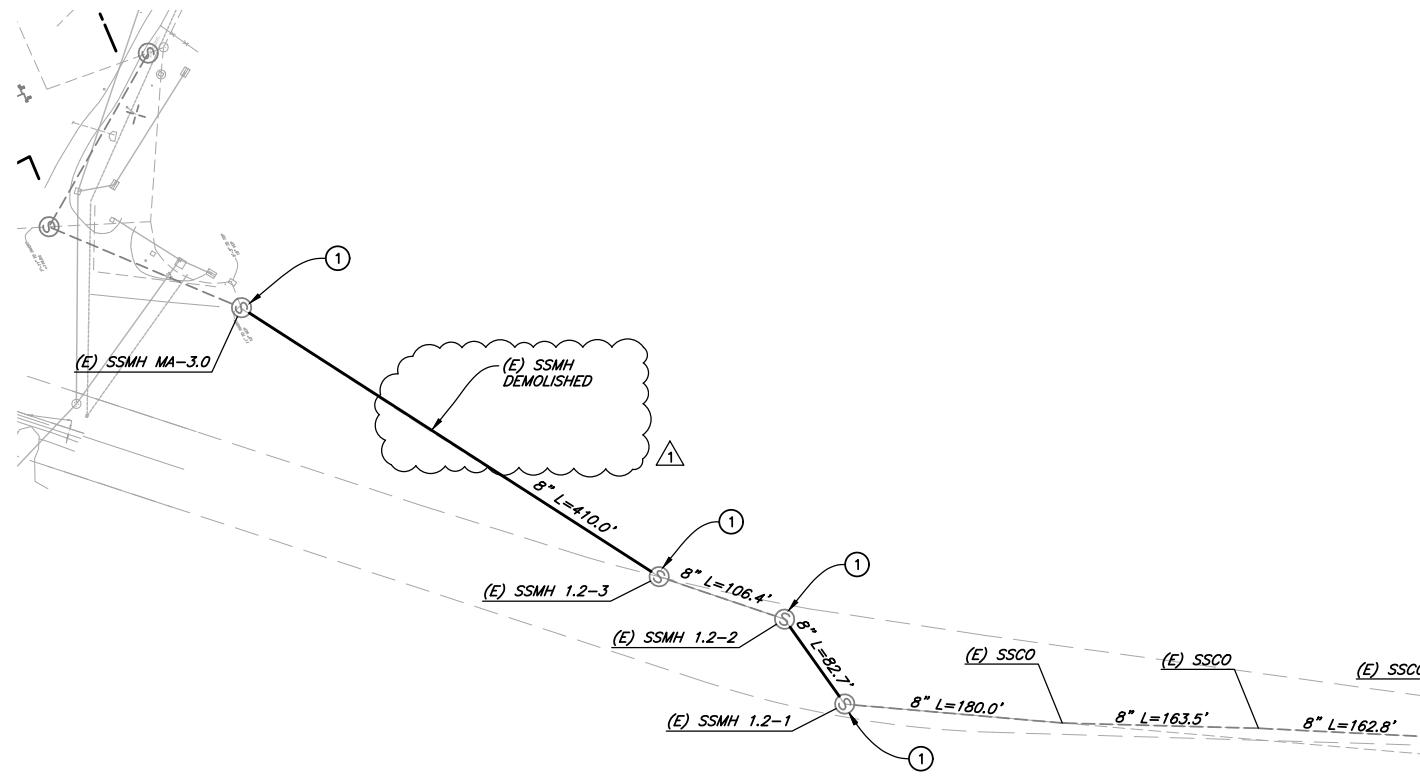
PARCEL SEVEN:

THE RIGHTS AS CONVEYED BY AND BETWEEN THE PACIFIC LUMBER COMPANY, A DELAWARE CORPORATION, SCOTIA PACIFIC HOLDING COMPANY, A DELAWARE CORPORATION, AND SALMON CREEK CORPORATION, A DELAWARE CORPORATION BY THE RECIPROCAL RIGHTS AGREEMENT RECORDED JULY 17, 1998 AS [INSTRUMENT NO. 1998-18656](#), HUMBOLDT COUNTY RECORDS.

Exhibit B

All that certain real property situated in the unincorporated area of Humboldt County, State of California, more particularly described as follows:

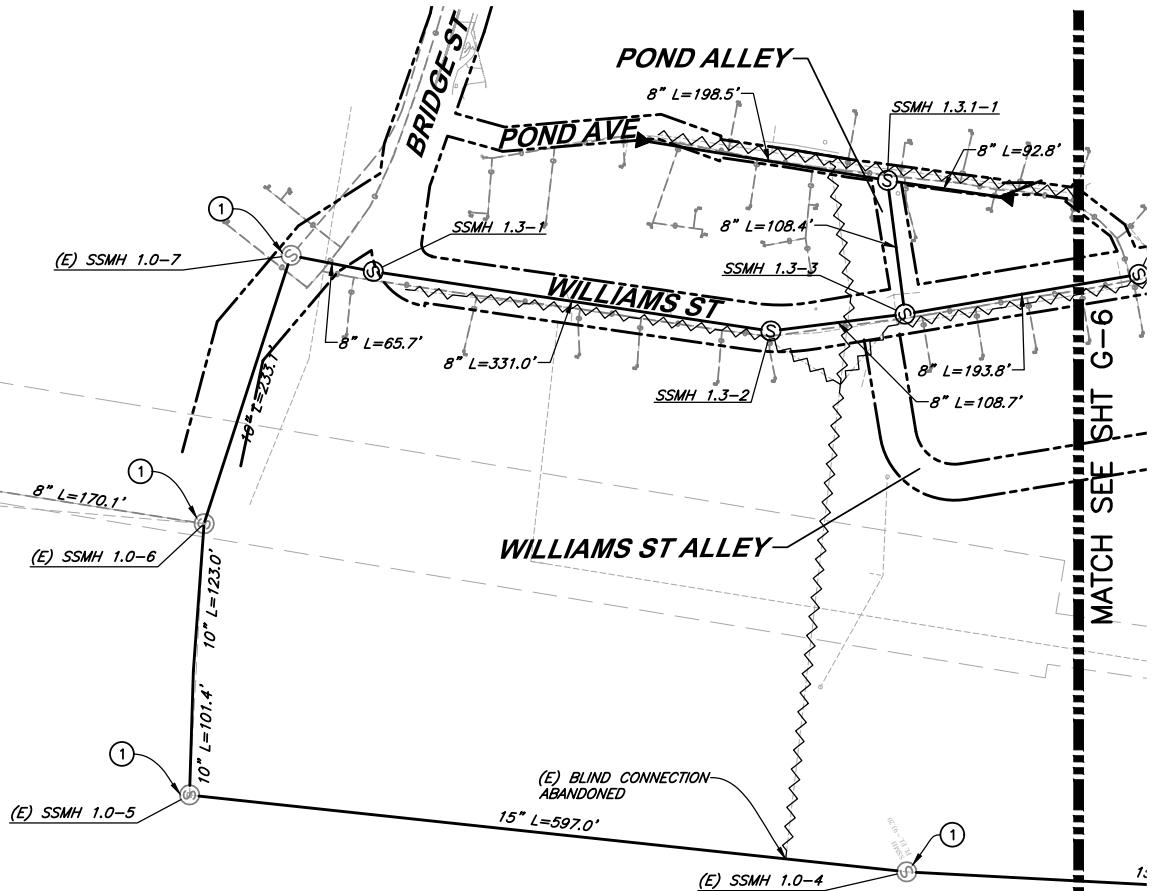
Lot _____ as shown on that certain map entitled "Tract No. ___, Town of Scotia Subdivision Phase 4", which map was filed for record in the Office of the Humboldt County Recorder, _____, 2025, in Book ___of Maps, at Pages _____.



PLAN
1"=80'

NOTES:

1. VERIFY ALL PARALLEL GAS LINE SEPARATIONS ARE A MINIMUM OF 4FT BY POTHOLING GAS LINE A MINIMUM OF EVERY 100FT, TYP.
2. VERIFY ALL GAS LINE CROSSINGS HAVE A MINIMUM OF 6" VERTICAL SEPARATION BY POTHOLING ALL CROSSINGS, TYP.
3. ALL UTILITY LOCATIONS ARE SCHEMATIC.



LEGEND

- ~~~~~ (E) SS ABANDONED
- SS MAINTAINED BY SCSD
- - - SS MAINTAINED BY SCSD, PREVIOUSLY INSTALLED
- R/W LINE
- (S) (N) SANITARY SEWER MANHOLE
- (E) STRUCTURE TO REMAIN
- ► SANITARY SEWER CLEANOUT

RECORD DRAWING
THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS AND NOT VERIFIED BY THE ENGINEER. THIS IS NOT A CERTIFIED DOCUMENT AS TO THE ORIGINAL DOCUMENT BUT AS TO THE REVISIONS TO THIS DRAWING ISSUED AND SEALED BY: MICHAEL K. FOGET NO. C54123 ON 12/22/2023
THE RECORD DRAWING IS ONLY CERTIFIED AS TO THE REVISIONS. FIELD VERIFICATION OF CRITICAL FACTS AND DATA MUST BE MADE IF THIS DOCUMENT IS TO BE USED AS A BASIS FOR FUTURE WORK.



Know what's below.
Call before you dig.
Contractor shall call
Underground Service Alert at
811 two working days prior
to excavation.
Landline: 1-800-227-2600



REGISTERED PROFESSIONAL ENGINEER
MICHAEL K. FOGET
No. C54123
State of California
Civil Engineering
DATE 01/2026
PROJ. NO. 4005161.412
SEQ. G-5
PAGE 2 OF 2

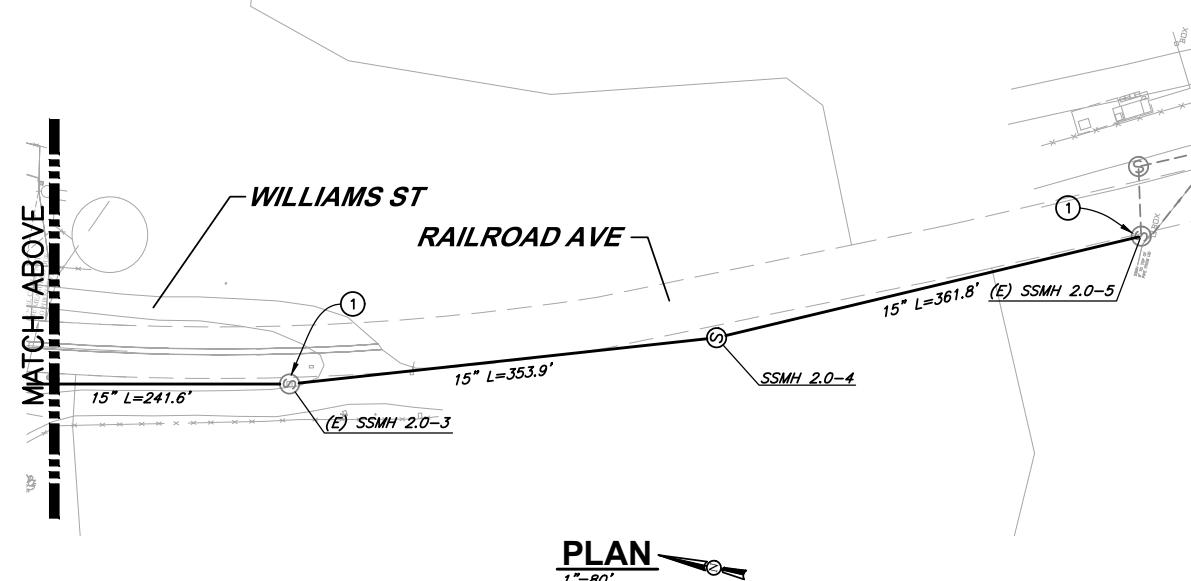
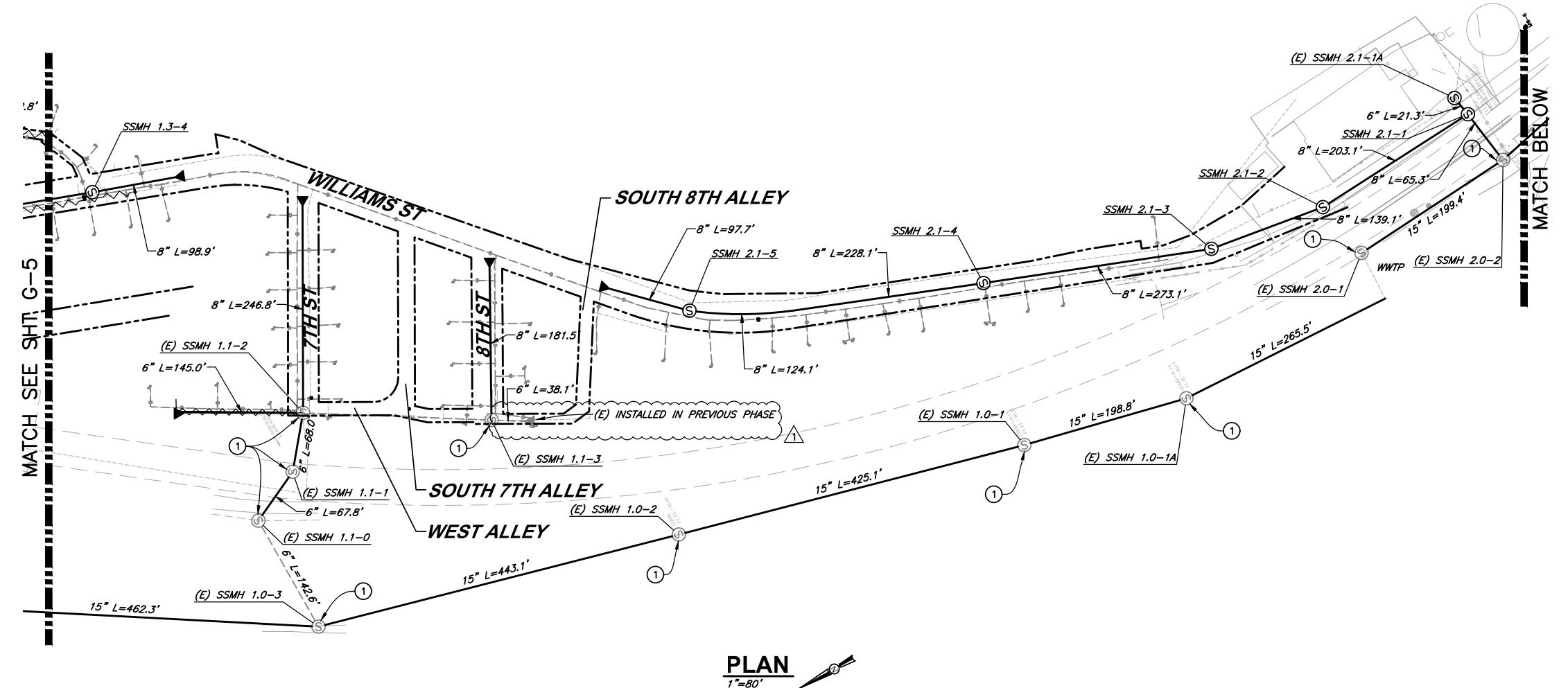
PHASE 4

RECORD DRAWINGS					
DSGN	JBL	TR	CDN	CHK	KWR/MKF
1					
APVD					
NO.	DATE	RECORD DRAWINGS	REVISION		
	01/29/2026				

TOWN OF SCOTIA, LLC
INFRASTRUCTURE IMPROVEMENTS-PHASE 4
SCOTIA, CALIFORNIA
SEWER MAINS

VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING
OR
IF NOT ONE INCH
ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

811 W. WABASH AVE.
EUREKA, CA 95501
WWW.SHN-ENSP.COM
707-441-8855



RECORD DRAWING
THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED, AND FURNISHED BY OTHERS AND NOT VERIFIED BY THE ENGINEER. THIS IS NOT A CERTIFIED DOCUMENT AS TO THE ORIGINAL DOCUMENT BUT AS TO THE REVISIONS TO THIS DRAWING ISSUED AND SEALED BY: MICHAEL K. FOGET
NO. C54123
ON 12/22/2023
THE RECORD DRAWING IS ONLY CERTIFIED AS TO THE REVISIONS. FIELD VERIFICATION OF CRITICAL FACTS AND DATA MUST BE MADE IF THIS DOCUMENT IS TO BE USED AS A BASIS FOR FUTURE WORK.

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to excavation.
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PHASE 4
SHEET G-6
SEQ 1
DATE 01/2026
PROJ. NO. 50005161.412
Packer Pages

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ORIGINAL DRAWING
OR
IF NOT ONE INCH
ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

812 W. WABASH AVE.
EUREKA, CA 95501
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707-441-8855

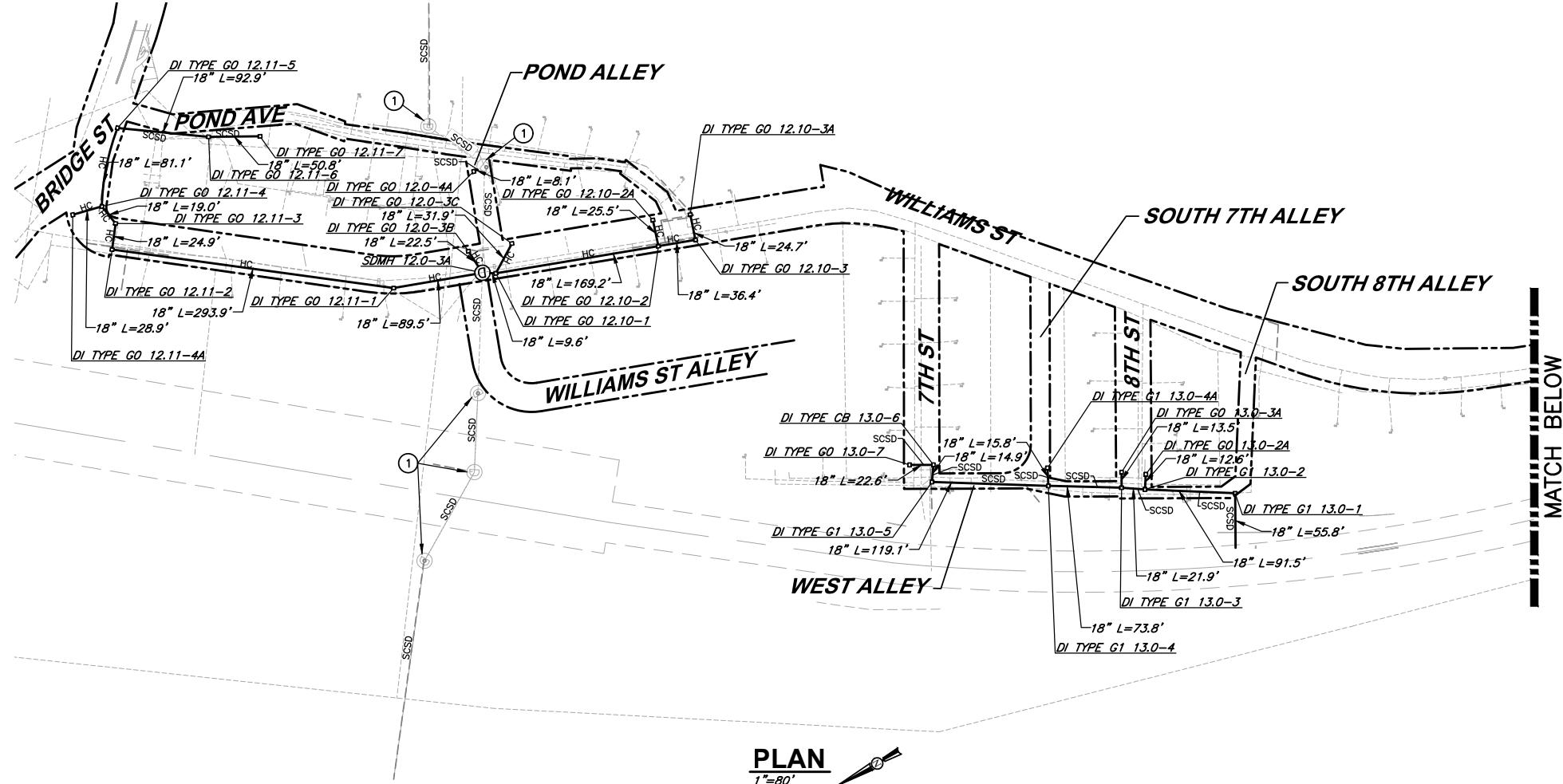


DSGN	JBL	TR	CDN	CHK	KWR/MKF	APVD	1	01/29/2026	RECORD DRAWINGS	MKF	By

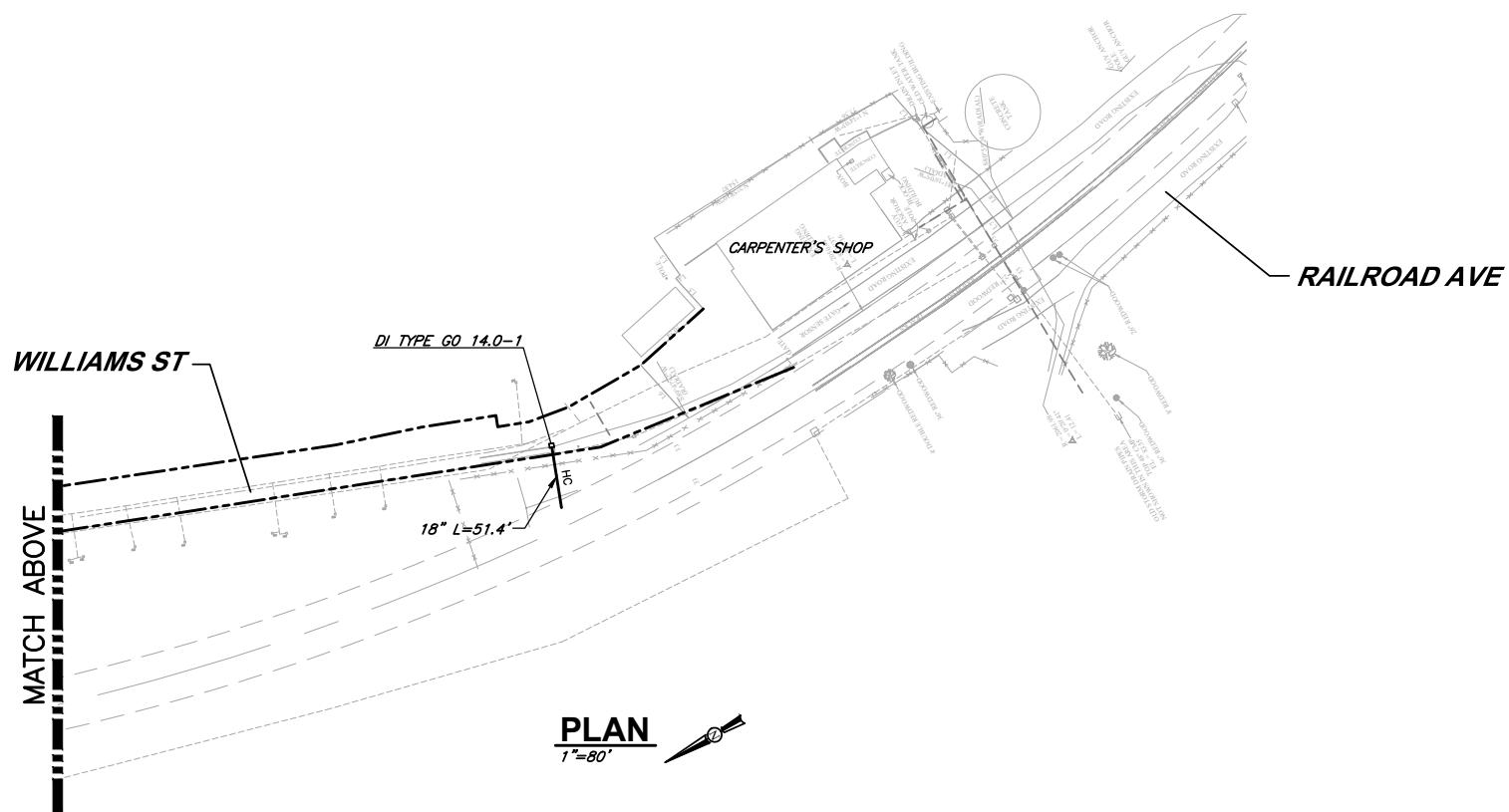
TOWN OF SCOTIA, LLC
INFRASTRUCTURE IMPROVEMENTS-PHASE 4
SCOTIA, CALIFORNIA
SEWER MAINS

SHEET G-6
SEQ 1
DATE 01/2026
PROJ. NO. 50005161.412
Packer Pages

REGISTERED PROFESSIONAL ENGINEER
MICHAEL K. FOGET
No. C54123
CIVIL
STATE OF CALIFORNIA
LIC. NO. 100-12345678
DATE 01/2026



SAVED: 1/29/2026 9:12 AM CNEWELL, PLOTTED: 1/29/2026 2:29 PM CNEWELL, CHRIS
P:\\Eureka\\2005\\005161-ScotiaMasterPlan\\412-Williams-St-Design\\Dwg RECORD-DRAWINGS\\005161-412-STORM-MAINS.dwg



NOTES:

1. VERIFY ALL PARALLEL GAS LINE SEPARATIONS ARE A MINIMUM OF 4FT BY POTHOLING GAS LINE A MINIMUM OF EVERY 100FT, TYP.
2. VERIFY ALL GAS LINE CROSSINGS HAVE A MINIMUM OF 6" VERTICAL SEPARATION BY POTHOLING ALL CROSSINGS, TYP.
3. ALL UTILITY LOCATIONS ARE SCHEMATIC.

LEGEND

<u>HC</u>	SD MAINTAINED BY COUNTY OF HUMBOLDT
<u>SCSD</u>	SD MAINTAINED BY SCOTIA COMMUNITY SERVICES DISTRICT
<u>SCSD</u>	SD MAINTAINED BY SCOTIA COMMUNITY SERVICES DISTRICT, PREVIOUSLY INSTALLED
-----	R/W LINE
(D)	(N) STORM DRAIN MANHOLE
□	(N) STORM DRAIN INLET
(1)	(E) STRUCTURE TO REMAIN

NOTE: ALL UTILITY LOCATIONS ARE SCHEMATIC

VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING
O [REDACTED] 1
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

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EUREKA, CA. 95501
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DSN	JBL	DR	CDN	CHK	KWF	APVD	NO.	DATE	RECORD DRAWINGS	MKF
				1	01/29/2026					BY

STORM DRAIN

1



PHASE 4

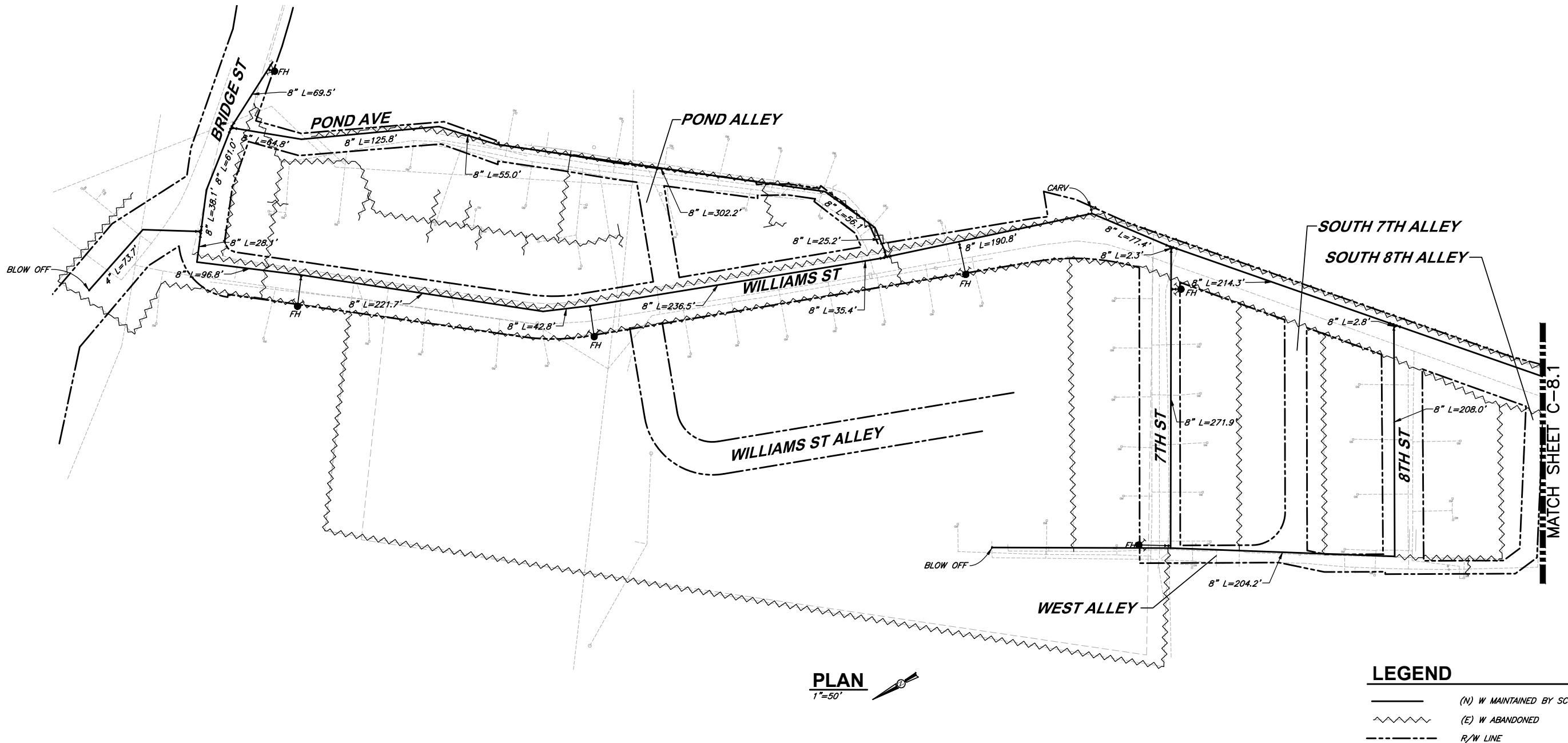


RECORD DRAWING

RECORD DRAWING
THIS RECORD DRAWING HAS BEEN PREPARED,
IN PART, ON THE BASIS OF INFORMATION COMPILED
AND FURNISHED BY OTHERS AND NOT VERIFIED BY
THE ENGINEER. THIS IS NOT A CERTIFIED DOCUMENT
AS TO THE ORIGINAL DOCUMENT BUT AS TO THE
REVISIONS TO THIS DRAWING ISSUED AND SEALED BY:
MICHAEL K. FOGET
NO. C54123
ON 12/22/2023
THE RECORD DRAWING IS ONLY CERTIFIED AS TO
THE REVISIONS. FIELD VERIFICATION OF CRITICAL FACTS
AND DATA MUST BE MADE IF THIS DOCUMENT IS
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ow what's below.
Call before you dig.
Contractor shall call
erground Service Alert at
two working days prior
to excavation.
line: 1-800-227-2600

SAVED: 1/29/2026 9:13 AM CNEWELL, PLOTTED: 1/29/2026 2:29 PM NEWELL, CHRIS



LEGEND

— (N) W MAINTAINED BY SCSD
 ~~~~~ (E) W ABANDONED  
 - - - R/W LINE  
 H (N) FIRE HYDRANT

## NOTES:

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- 1. VERIFY ALL PARALLEL GAS LINE SEPARATIONS ARE A MINIMUM OF 4FT BY POTHOLING GAS LINE A MINIMUM OF EVERY 100FT, TYP.
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- 4. SEE DETAIL 2 SHEET C-24 FOR CLEAR SPACE REQUIREMENTS AT FIRE HYDRANTS.

## RECORD DRAWING

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MICHAEL K. FOGET

MICHAEL R. FOGET  
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## PHASE 4

OWN OF SCOTIA, LLC  
STRUCTURE IMPROVEMENT  
SCOTIA, CALIFORNIA

OWN OF SCOTIA, LLC  
STRUCTURE IMPROVEMENTS-PHASE 4  
SCOTIA, CALIFORNIA

7 812 W. WABASH AVE.  
EUREKA, CA. 95501  
[WWW.SHN-ENGR.COM](http://WWW.SHN-ENGR.COM)  
707-441-8855

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| DSN PEG | DR CDN | CHIK KWR/MKF | APV'D | 1/29/2026 | RECORD DRAWINGS | NO. | DATE | REVISION | MKF | BY |
|         |        |              |       | ▲         |                 |     |      |          |     |    |

**WATER MAINS**

TOWN OF SCOTIA, LLC  
SCOTIA INFRASTRUCTURE IMPROVEMENT  
SCOTIA, CALIFORNIA

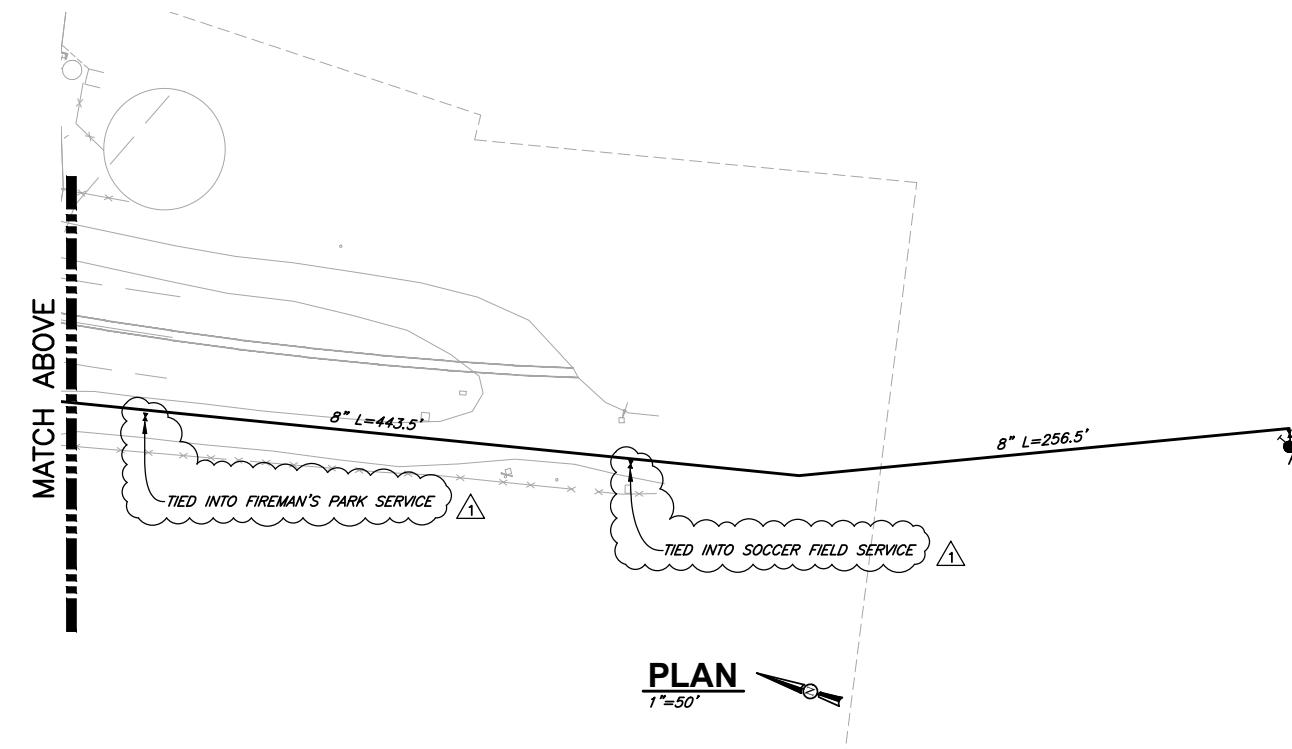
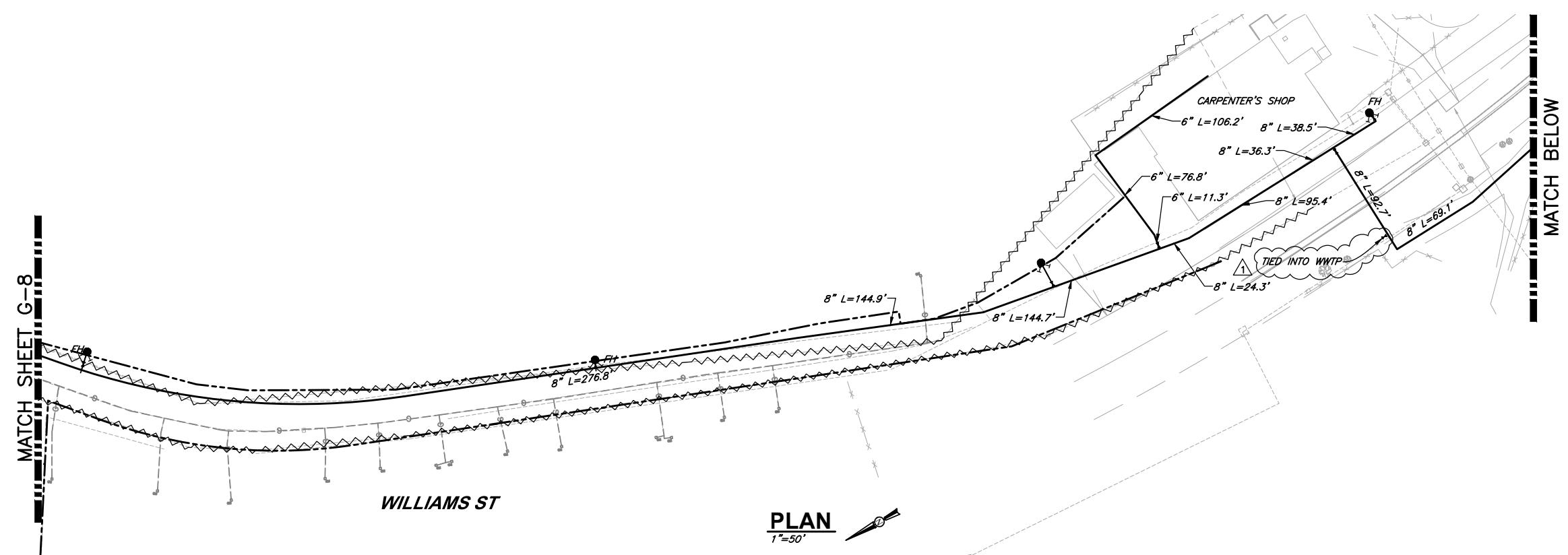
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SHEET **G-8**

SEQ **0000**

DATE **01/2026**

PROJ. NO. **7005161.412**



### LEGEND

- (N) W MAINTAINED BY SCSD
- ~~~~~ (E) W ABANDONED
- - - R/W LINE
- (N) FIRE HYDRANT

### NOTES:

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MICHAEL K. FOGET  
NO. C54123  
ON 12/22/2023

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Landline: 1-800-227-2600



**PHASE 4**

**WATER MAINS**

| DSGN PEG | TR | CDN | CHK KWR/MKF | APVD | NO. | DATE       | REVISION | RECORD DRAWINGS | MKF | BY |
|----------|----|-----|-------------|------|-----|------------|----------|-----------------|-----|----|
|          |    |     | 1           |      |     | 01/29/2026 |          |                 |     |    |

**SCOTIA INFRASTRUCTURE IMPROVEMENTS-PHASE 4**

**SCOTIA, CALIFORNIA**

**RECORD DRAWINGS**

**G-8.1**

**SEQ**

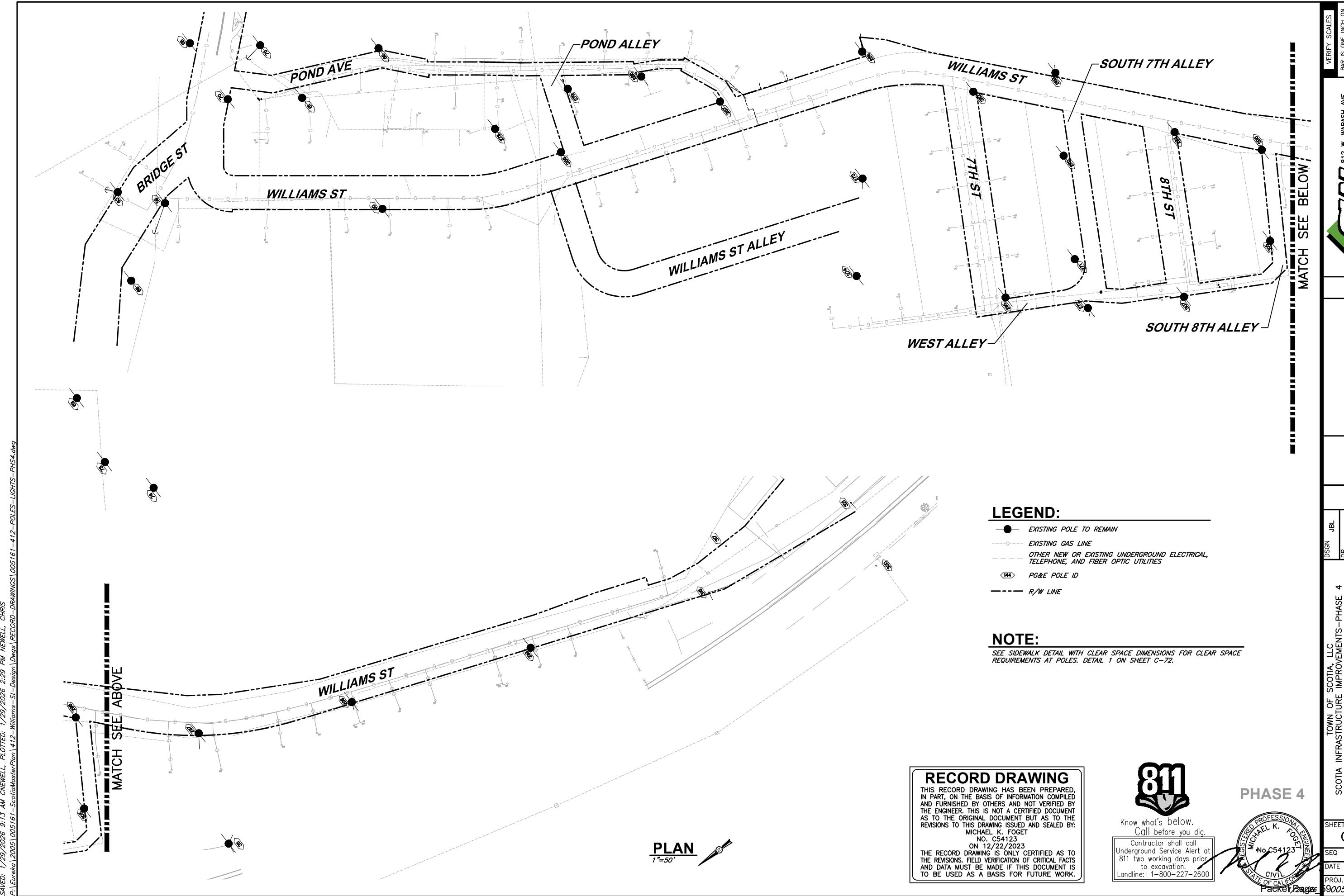
**DATE 01/2026**

**PROJ. NO. 8005161.412**

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707-441-8855



**CERTIFICATE OF ACCEPTANCE**

As required under California Government Code Section 27281, this is to certify that the interest in real property described and conveyed by the deeds or grants deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026 from the Town of Scotia Company, LLC to the Scotia Community Services District, a California community services district is hereby accepted by order of the Board of Directors on the 17<sup>th</sup> day of February 2026, on behalf of Scotia Community Services District pursuant to authority conferred by resolution of the Scotia Community Services District Resolution 2026-1 adopted on the 17<sup>th</sup> day of February 2026, and the grantee consents to recordation thereof by its duly authorized officer, President Paul Newmaker.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Paul Newmaker  
President of the Board of Directors,  
Scotia Community Services District

## **Scotia Community Services District Staff Report**

Date: February 17th, 2026  
To: Scotia CSD Board of Directors  
From: Steve Coppini, General Manager  
Subject: Resolution No. 2026-1: A Resolution of the Scotia Community Services District Board of Directors Accepting an Irrevocable Offer of Dedication and Grant of Easement Deed from the Town of Scotia LLC Pertaining to Linear Corridor Infrastructure

### **RECOMMENDATION:**

Review, discuss, and motion to adopt Resolution No. 2026-1: A Resolution of the Scotia Community Services District Board of Directors Accepting an Irrevocable Offer of Dedication and Grant of Easement Deed from the Town of Scotia LLC Pertaining to Linear Corridor Infrastructure

### **ACTION:**

Adopt Resolution No. 2026-1: A Resolution of the Scotia Community Services District Board of Directors Accepting an Irrevocable Offer of Dedication and Grant of Easement Deed from the Town of Scotia LLC Pertaining to Linear Corridor Infrastructure

**DISCUSSION:** A Resolution of the Scotia Community Services District Board of Directors Accepting an Irrevocable Offer of Dedication and Grant of Easement Deed from the Town of Scotia LLC Pertaining to Linear Corridor Infrastructure

### **FISCAL IMPACT:**

### **ATTACHMENTS:**

Resolution No. 2026-1 A Resolution of the Scotia Community Services District Board of Directors Accepting an Irrevocable Offer of Dedication and Grant of Easement Deed from the Town of Scotia LLC Pertaining to Linear Corridor Infrastructure

**RESOLUTION NO. 2026-1**

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS ACCEPTING AN IRREVOCABLE OFFER OF  
DEDICATION AND GRANT OF EASEMENT DEED FROM THE TOWN  
OF SCOTIA, LLC PERTAINING TO LINEAR CORRIDOR  
INFRASTRUCTURE**

**WHEREAS**, a certain written Asset Transfer Agreement, dated April 27, 2017, between the Town of Scotia, LLC (“TOS”) and Scotia Community Services (“SCSD”) was executed, pursuant to which TOS agreed to the transfer its rights and interests in certain infrastructure for water and wastewater lines, pipes, storm drains, distribution, collection systems, and streets and street lighting, to Grantee in phases; and

**WHEREAS**, certain infrastructure utilities are located within utility trenches/utility corridors along the route depicted in the attached “Scotia Infrastructure Improvements” Map attached to the Irrevocable Offer of Dedication, attached hereto as Exhibit A, and said infrastructure constitutes components of the “Linear Infrastructure” as contemplated by the Asset Transfer Agreement; and

**WHEREAS**, in furtherance of the April 27, 2017, Asset Transfer Agreement, the TOS, as Grantor, seeks to transfer its rights and interests in that certain Linear Utility Corridor Infrastructure located within Phase 4 of the Subdivision Map, as more particularly described and depicted in the Irrevocable offer of Dedication and Grant of Easement Deed, attached hereto as Exhibit A, to the SCSD, as Grantee; and

**WHEREAS**, the SCSD desires to accept said Offer of Dedication and Grant of Easement Deed from the TOS pertaining to that certain Linear Utility Corridor Infrastructure located within Phase 4 of the Subdivision Map in furtherance of its access, monitoring, control, maintenance, and repair of the Utility Corridor Infrastructure under its operational control.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Scotia Community Services District as follows:

1. The Recitals set forth above and the attached Exhibit A attached hereto are incorporated herein and made an operative part of this Resolution.
2. The Irrevocable Offer of Dedication and Grant of Easement Deed of Utility Corridor Infrastructure from the Town of Scotia, LLC, to the Scotia Community Services District, as set forth in the attached Exhibit A, is hereby accepted, and the President of the Board of Directors is authorized to execute the acceptance of the Irrevocable Offer of Dedication and Grant of Easement Deed, including any recordings, memoranda, or other documents required to complete the acceptance.
3. The SCSD Board Clerk shall certify the adoption of this resolution, shall cause a certified resolution to be filed in the District Office, and shall cause a Certificate of Acceptance to be recorded in the Humboldt County Recorder's Office, as may be required.
4. This resolution shall be effective upon adoption.

Attached: Exhibit A – Irrevocable Offer of Dedication and Grant of Easement Deed

Dated: February 17, 2026

APPROVED:

---

Paul Newmaker, Board President, Scotia CSD

ATTEST:

---

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2026-1, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Services District, County of Humboldt, State of California, held on the 17th of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

---

Board Clerk, Scotia CSD