

DUPLICATE  
ORIGINAL

AGREEMENT FOR THE EXCHANGE OF LANDS  
IN THE HUMBOLDT BAY AREA

By and Between

~~THE CITY OF EUREKA~~

and

NORTHWESTERN PACIFIC RAILROAD CO.

Date: Aug 10, 1973

EXHIBIT I

THIS AGREEMENT, made this 10th day of June, 1973, by and between the CITY OF EUREKA, a municipal corporation, herein called "City," and NORTHWESTERN PACIFIC RAILROAD COMPANY, a corporation, herein called "Railroad."

WITNESSETH:

1. City agrees forthwith to pay to Railroad the sum of \$67,218.00 and to deliver to Railroad a duly executed and acknowledged grant deed covering certain property in the City of Eureka, County of Humboldt, State of California, more particularly described in Exhibit A and shown on the map attached thereto, which exhibit is made a part hereof, and Railroad agrees forthwith to deliver to City a duly executed and acknowledged quitclaim deed covering certain property in the City of Eureka, County of Humboldt, State of California, more particularly described in Exhibit B and shown on the map attached thereto, which exhibit is made a part hereof.

2. City shall have the right to enter into possession of the property described in Exhibit B, subject to existing leases, and the right of Pacific Motor Trucking Company, a corporation, herein referred to as "PMT," to occupy and use portions of said property and the existing building located thereon necessary for its operations until the completion of construction by Railroad of its proposed building for use and occupancy by PMT upon the property described in said Exhibit A.

3. City agrees, at City's cost and expense:

(a) To place and compact fill material satisfactory to Railroad to grade along the east 20 feet of the property described in Exhibit A as shown on the map attached thereto;

(b) To excavate and remove peat and other unsatisfactory material in building foundation areas as shown on the map attached to Exhibit A hereto to a depth of approximately 15 feet below the ground surface of said property and to deposit and compact fill material satisfactory to Railroad in place thereof, suitable for purposes of support of the foundation of the proposed building to be constructed by Railroad upon said property; and

~~(c) To engage the services of an independent~~  
soil engineer approved by Railroad to inspect and approve the soil conditions of said property and the fill material placed and compacted thereon for purposes of the proposed building to be constructed thereon by Railroad.

4. City agrees, at its cost and expense, to cause to be relinquished and terminated within ten years from date hereof any and all public easements for navigation, commerce and fishery and related purposes which may affect title to the property described in Exhibit A and to cause to be issued to the Railroad within ten years from date hereof a policy of title insurance issued by a reputable title insurance company in the principal amount of \$120,000 or such lesser sum designated by Railroad insuring record fee simple title vested in Railroad to the property described in Exhibit A, free and clear of all

of said public easements. In connection therewith City agrees to promptly file an application with the State Lands Commission to terminate said public easements and to diligently prosecute the same. In the event the City fails to cause said easements for navigation, commerce and fishery and related purposes to be relinquished and terminated and to cause a policy of title insurance to be issued to Railroad as above provided within ten years from date hereof, City agrees to pay to Railroad promptly thereafter the sum of \$16,266.00, without prejudice to Railroad's ownership and possession of said property. The City further hereby finds and determines that the uses to be made of said property by Railroad, its successors, assignees or lessees for railroad, shipping, trucking, storage and incidental uses during said ten year period are uses compatible with and authorized under the public trust for commerce, navigation and fishery and related purposes, regardless of whether or not the said public easements for said purposes are relinquished and terminated as aforesaid.

5. Upon approval by said independent soil engineer of the soil condition and the placement and compaction hereunder of fill material in the areas as shown on the map attached to Exhibit A hereto, Railroad agrees to commence forthwith, and to proceed with due diligence thereafter, to cause to be constructed on said property the proposed building for use and occupancy by PMT.

6. Each party hereto shall bear the fee for recording the deed delivered, and transfer taxes on the property conveyed,

to it. Railroad shall be entitled to retain rentals paid to it under the existing leases covering portions of the property described in said Exhibit B and PMT shall be entitled to occupy and use portions of said property and the existing building located thereon during the period specified in Section 2 hereof without payment of rental or other consideration to the City therefor.

7. Railroad agrees to give notice to the lessees under the existing leases affecting the property described on said Exhibit B that said leases shall terminate as of June 30, 1973, subject, however, to the right of PMT to occupy and use said property and the existing building thereon as provided in Sections 2 and 6 hereof.

8. This agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

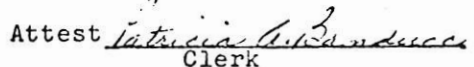
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first herein written.

CITY OF EUREKA

By

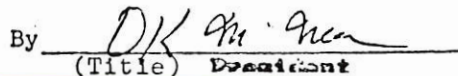
  
Mayor

Attest

  
Clerk

NORTHWESTERN PACIFIC RAILROAD  
COMPANY

By

  
(Title) President

Attest

  
Secretary



EXHIBIT A

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

Beginning at the intersection of the north line of Wabash Avenue and the east line of Railroad Avenue as it exists today, November 7, 1972;

1. thence N 15° 33' E, 269.99 feet along the said east line of Railroad Avenue;
2. thence East, 102.78 feet parallel to the said north line of Wabash Avenue;
3. thence South, 260.11 feet to the said north line of Wabash Avenue;
4. thence West, 175.16 feet along the said north line of Wabash Avenue to the point of beginning.

Area - 36,147 square feet.

EXHIBIT B

All that real property lying in the City of Eureka, County of Humboldt, State of California more particularly described as follows:

Beginning at a point on the westerly line of Commercial Street N 10° 46' 00" W 381.00 feet from the northwesterly corner of Second and Commercial Streets, said point also being described in Deed from Northwestern Pacific Railroad Company to City of Eureka, as recorded in Book 277 Deeds, page 28, October 19, 1945: and running.

1. thence S 64° 43' 00" W 449.71 feet along the boundary line described in said Deed to its intersection with the southeasterly line of a parcel of land deeded to the City of Eureka by the Northwestern Pacific Railroad Company as recorded in Book 277 Deeds, page 28, Humboldt County Records;
2. thence S 39° 41' 00" W along the said southeasterly line a distance of 289.02 feet more or less to a point of intersection with a nontangent curve concave to the southeast having a radius of 1230 feet (said nontangent curve being the northerly right-of-way line of the proposed First Street Extension);
3. thence easterly along said nontangent curve through a central angle of 19° 07' 02" a distance of 410.40 feet to a point of intersection with a tangent line;
4. thence N 73° 27' 08" E a distance of 265.62 feet to a point of intersection with the aforementioned westerly right-of-way line of Commercial Street;
5. thence N 10° 46' 00" W along said westerly right-of-way line a distance of 125.79 feet to the southerly line of a parcel of property deeded to the City of Eureka by the Northwestern Pacific Railroad Company as recorded in Book 437 Official Records, page 555, March 29, 1957;
6. thence S 79° 14' 00" W 15.00 feet;
7. thence N 10° 46' 00" W 25.00 feet;
8. thence N 79° 14' 00" E 15.00 feet;
9. thence N 10° 46' 00" W 11.15 feet to the point of beginning.

Area - 1.54 acres.

EXHIBIT B (con'd)

That real property situated in the City of Eureka, County of Humboldt, State of California described as follows:

Beginning at the northeasterly corner of that certain parcel of land described in deed dated July 22, 1907 from Aaron C. Allen to Northwestern Pacific Railroad Company recorded August 14, 1907 in Book 100 of Deeds page 339, records of Humboldt County distant N 10° 46' W 492.7 feet from the intersection of the westerly line of Commercial Street with the northerly line of Second Street in said City of Eureka;

1. thence S 10° 46' E along the easterly line of land described in said deed 111.7 feet to a point distant N 10° 46' W 381.0 feet from said intersection of the westerly line of Commercial Street with the northerly line of Second Street, said point being also in the easterly extension of a line that is parallel with and distant 8.5 feet northerly at right angles from the center line of the Northwestern Pacific Railroad Company's most northerly spur track leading to the Freight House;
2. thence S 64° 43' W along said easterly extension and said parallel line and the westerly extension thereof, 449.71 feet;
3. thence S 39° 41' W along a line that is parallel with and distant 50.0 feet northwesterly, at right angles, from the center line of said company's main track leading to said Freight House, 1000.0 feet;
4. thence N 50° 19' W 641.44 feet to a point in the United States Pierhead Line of the Ship Channel of Humboldt Bay;
5. thence N 55° 06' E along said United States Pierhead Line, also the northerly line of land described in said deed, 255.11 feet;
6. thence N 68° 29' 15" E, continuing along said United States Pierhead Line 1406.7 feet to the point of beginning, containing an area of 11.203 acres, more or less.



EXHIBIT B (con'd)

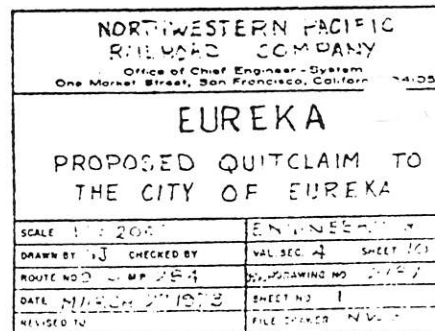
All that real property lying in the City of Eureka, County of Humboldt, State of California described as follows:

Beginning at the point of intersection of the westerly right-of-way line of Commercial Street, as established by the Official Map of the City of Eureka, adopted by the City Council May 7, 1894 and the Pierhead Line as established by the U.S. Army Corps of Engineer's Harbor Lines for Humboldt Harbor and Bay, California, dated August 1, 1957: and running

1. thence S 10° 46' 00" E a distance of 272.87 feet to a point of intersection with the northerly right-of-way line of the proposed First Street Extension;
2. thence N 73° 27' 08" E along said northerly right-of-way line a distance of 60.31 feet to a point of intersection with the easterly right-of-way line of the aforementioned Commercial Street;
3. thence N 10° 46' 00" W along said easterly right-of-way line a distance of 278.22 feet to a point of intersection with the aforementioned Pierhead Line;
4. thence S 68° 16' 55" W along said Pierhead Line a distance of 61.08 feet to the point of beginning.

Area - 0.38 acre.

EXHIBIT B



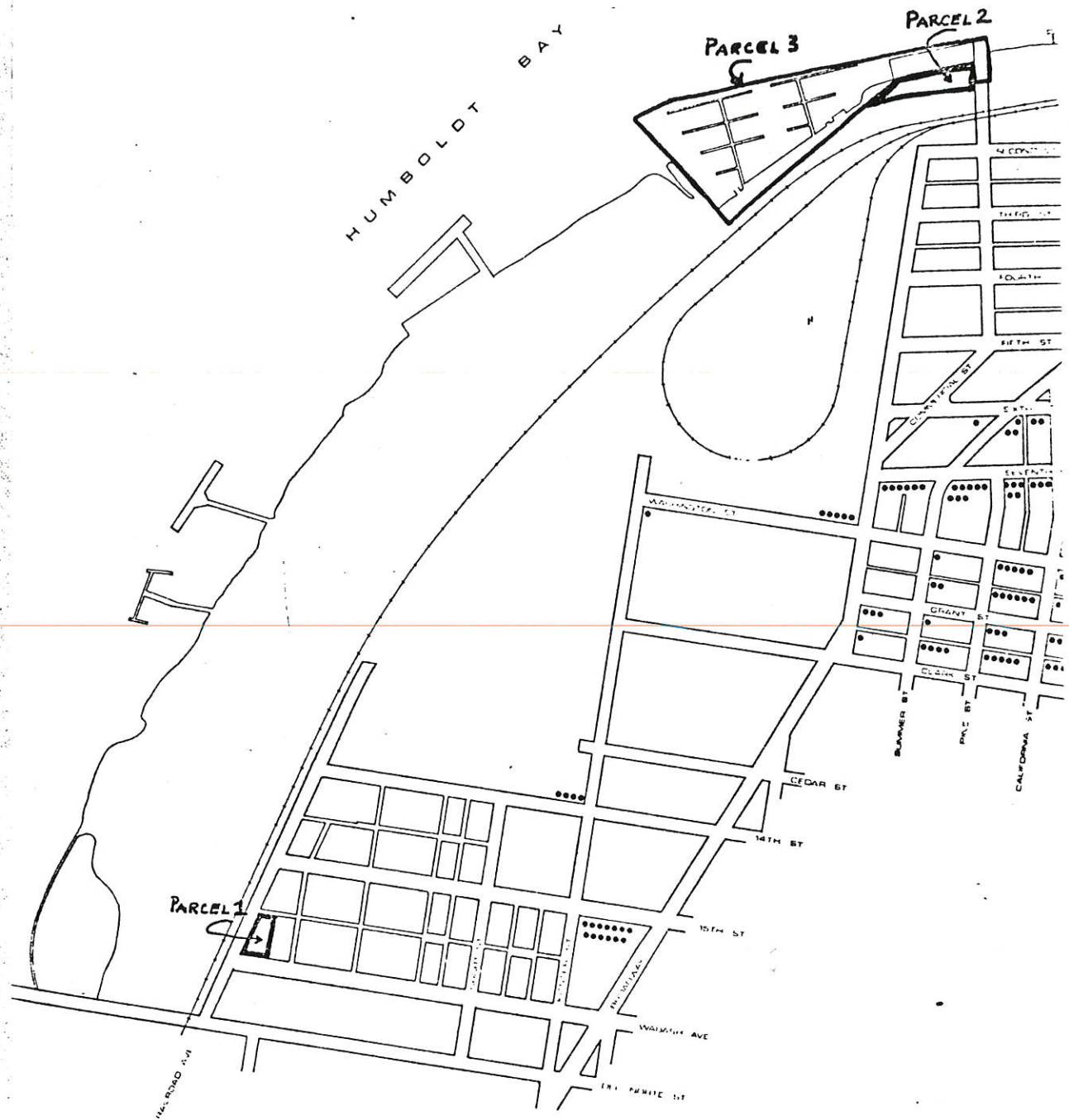
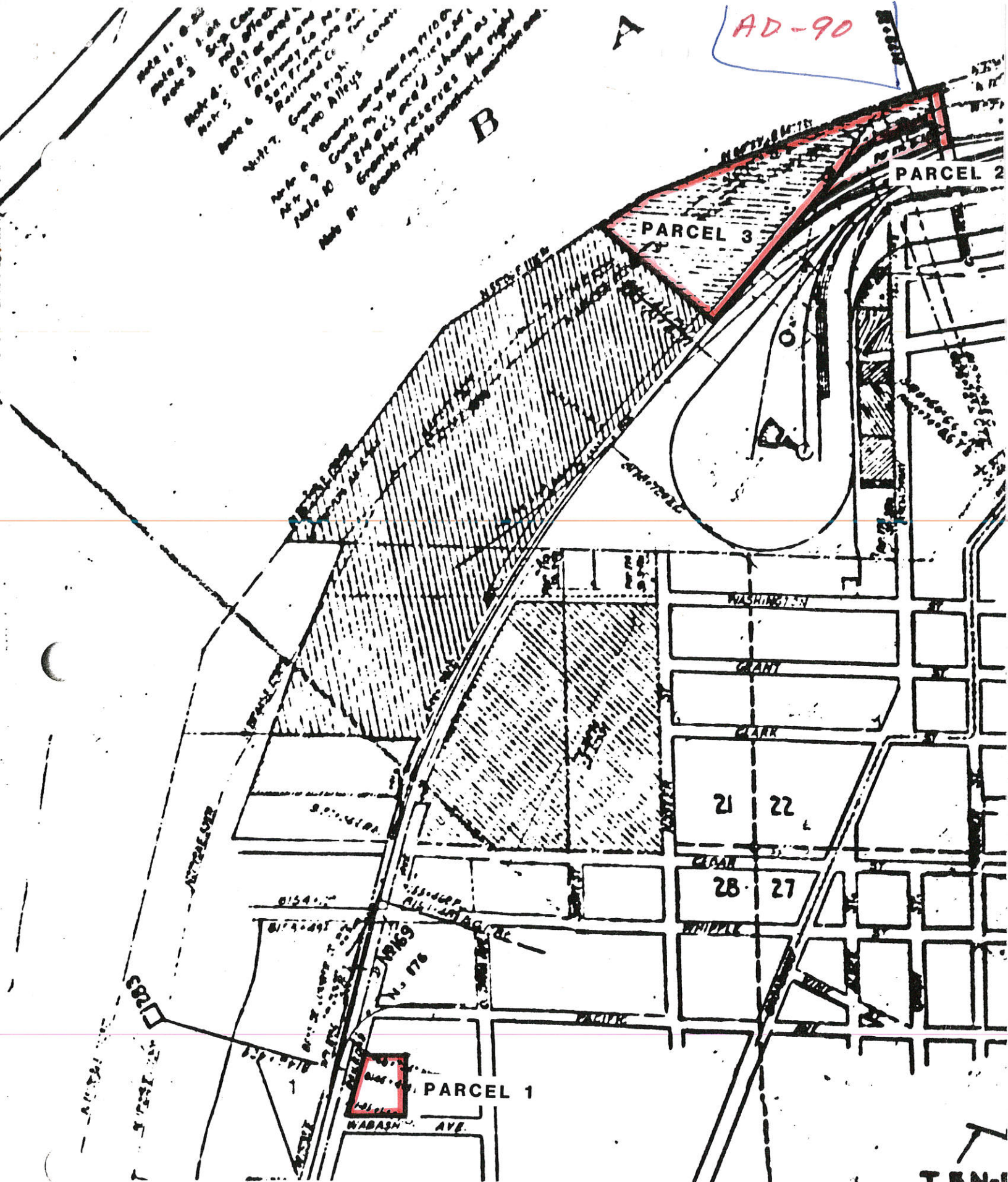


EXHIBIT II





- Parcel 1 Conveyed to the Railroad Free of the Public Trust
- Parcel 2 Quitclaimed to the City; Free of the public trust
- Parcel 3 Quitclaimed to the City any interest of Railroad <sup>THAT</sup> ~~HAD~~  
 Subject to the Public Trust and Granted Statutes