

COUNTY OF MENDOCINO
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND THE
ROOTS OF MOTIVE POWER, INC.

This Agreement entered into as of Feb 12 2026, is between the County of Mendocino, a political subdivision of the State of California (County), and Roots of Motive Power, Inc., a California non-profit public benefit corporation (Roots), collectively referred to as the Parties, to define specific roles of the Parties in relation to the operations and use of certain portions of the Mendocino County Museum.

RECITALS: The Parties make this Agreement with reference to the following facts and understandings:

WHEREAS, the Mendocino County Museum (Museum) is a County department that owns and operates the Mendocino County Museum (“County Museum”). Roots, in collaboration with County's Museum, formed the Redwood Empire Railroad History Project (Railroad History Project). Physical improvements were constructed as a result of this joint collaboration: (1) the Roots of Motive Power Work Building (Phase I), and (2) and an east wing addition to the County Museum, known as the Exhibition and Learning Center (Phase II). Phase II includes the Engine House, the Long and Tall Galleries, the Research Library, and three classrooms including the Wonacott Room.

WHEREAS, Phase II of the Railroad History Project was constructed with TEA-21 grant funds, pursuant to Program Supplement No. M022 Rev. 1 to Administering Local Agency-State Agreement for Federal Aid Projects No. 01-5910 (the “TEA-21 Grant Agreement”), entered into by County.

WHEREAS, the terms of the TEA-21 Grant Agreement specify that the Phase II facility will be used to provide exhibition space to interpret the importance of railroads in the economic and social development of the Redwood Empire region of Northern California.

WHEREAS, the Parties wish to continue their cooperation in order to continue the Railroad History Project for the benefit of the public.

TERMS AND CONDITIONS: Now; therefore, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Mutual cooperation. Roots and County, through its Museum and staff, shall continue to cooperate in promoting awareness of the rich and diverse history of the Redwood Empire region's railroad and logging heritage, through exhibits, programs, promotions, events, activities, advertising, and website links.

2. Communication. Roots will provide a designated representative as a point of contact for all communication. Roots may provide updates and information at scheduled Museum Advisory Board Meetings through the Museum Advisory Board Representative; however all official communications related to this Agreement shall be made through designated Museum Representative.

3. Premises. The County Museum is owned entirely by County and located at 400 East 1 Commercial Street in Willits, California, on real property owned by the City of Willits and leased to the County pursuant to a lease dated October 1, 1987. "Premises" as used in this Agreement, means that portion of the Museum constructed as part of Phase II of the Railroad History Project and includes the Engine House, the Long Gallery, the Tall Gallery, the Research Library, three classrooms including the Wonacott Room, and outdoor areas of the Museum property adjacent to these rooms and galleries. Roots and County shall continue to mutually use, as set forth in this Agreement, the Premises. See Exhibit A for a map depicting all locations included in the Premises and governed by this Agreement. This Agreement does not affect the area subleased by County to Roots pursuant to that sublease dated April 14, 1998, which area is shown on Exhibit B.

4. Maintenance and Utilities. County shall be solely responsible for maintaining and ensuring the safety of the entire County Museum, including the Premises. County, through its authorized personnel and contractors, shall inspect the Premises at least monthly to ensure compliance with safety regulations, and will take such actions as are necessary or appropriate to maintain the facility in decent, safe, and sanitary condition. Except in emergency situations, County shall give not less than 48 hours prior written notice to Roots for any repair work conducted in the Research Library or Engine House and shall work with Roots to ensure that Roots' property is protected during any repair work. Roots shall promptly report any structural deficiencies or needed repairs to the County via email at museum@mendocinocounty.gov or phone at (707) 234-6365 within 48 hours following observation, or immediately if immediate action is required to ensure safety of facility or personnel. Roots shall not make any change or addition or alteration to the Premises without County's prior written consent. County shall provide custodial services and utilities, excluding landline telephone service, to the Premises at its sole expense. County provides public Wi-Fi in the Museum, which may be used by Roots.

5. Term. The term of this Agreement shall commence upon its execution by the Parties and shall remain in effect until October 1, 2042, unless the term is extended by mutual written agreement of the Parties. The term shall be coextensive with the April 14, 1998, between the County and City of Willits.

6. Termination. Either County or Roots may terminate this Agreement by giving the other party written notice of termination not less than 90 days before the effective date of the termination. This Agreement shall terminate automatically 90 days after Roots ceases to exist or the County permanently closes the Museum. In the event that the Premises are damaged or destroyed by fire, earthquake or a similar calamity, this Agreement shall automatically terminate unless within thirty (30) days the Parties agree to continue. Upon termination of this Agreement, Roots shall remove all Roots Property from the Premises at Roots sole cost and expense.

7. Use of Premises. The Premises is part of the Museum and subject to the rules, procedures and policies of the Museum and County. Access to the Premises shall be determined by the County. To effectively fulfill the terms of the TEA-21 Agreement, Roots shall have an integral role in utilization of certain spaces within the Premises. Roots shall observe and comply with all laws, ordinances, codes and regulations, including federal, state, municipal, 2 and local governing bodies, applicable to the scope of services set forth in this Agreement, including all applicable provisions of the California Occupational Safety and Health Act.

a. Exhibition Hall. The Exhibition Hall is one integral space which includes the Long Gallery and the Tall Gallery and encompasses an area of approximately 2,900 square feet. The TEA 21 Phase II grant specifies that this facility is “to provide exhibition space to interpret the importance of railroads in the economic and social development of the Redwood Empire Region.” Exhibits and exhibitions in the Exhibition Hall and all galleries on Premises are under the direction of Museum staff. On a rotating basis the Museum will continuously feature exhibits and programs that inspire awareness of the rich and diverse history of the Redwood Empire region's railroad and logging heritage. Collections loaned by Roots of Motive Power may be incorporated into Museum exhibits upon mutual agreement between Museum staff and Roots. For exhibits interpreting Roots items, County may request that Roots curator participate in exhibit planning or installation, as needed.

b. Research Library. The Research Library is an integral part of the Premises. The Research Library is used to collect and house literature pertaining to railroad and logging history, and includes technical manuals and information related to the operation and maintenance of machinery included in the Roots collection. The Research Library contains collections and materials owned by Roots. This library shall be staffed by Roots personnel at least 2 days per week, or by appointment, during hours that coincide with the Museum's open hours.

The public shall have access to the Research Library only during hours when it is staffed or by appointment, and subject to reasonable rules and regulations established by Roots and agreed to by the Museum. Roots shall have access to the Research Library during hours when the Museum is not open to the public only by pre-arrangement with Museum staff. Keys to the Research Library will be issued

by Museum staff to approved Roots members and must be returned to Museum staff daily.

c. Engine House. The Engine House encompasses approximately 5,000 square feet and is used for static and operational displays of railroad, logging and other equipment important to industrial development of the Redwood Empire region. All exhibits and displays must conform to Museum standards and procedures, as determined by County, including but not limited to the Mendocino County Museum Collections Policy. If Roots believes that any Museum standard or procedure is not applicable, Root may request in writing for an exception to be made.

The Engine House includes two railroad tracks which allow locomotives, rail cars, and other equipment to enter its enclosed space. Management and oversight of exhibits and programs within the Engine House shall be provided primarily by Roots, its president, and board of directors. The Engine House is intended for interpretative purposes. The space will not be utilized for storage of property not being interpreted to the public. County may also use the Engine House for events or educational programming, including guided touring, but will not use or modify any Roots equipment, without authorization from Roots. County may request Roots participation for these events.

The Parties understand that various items included in the Roots collection, including locomotives, rolling stock, and other equipment will be kept and displayed within the Engine House. Guided tours of the Engine House collection will be made available to the public based on availability of Roots personnel, or Museum staff or volunteers who have been trained as docents by Roots or Museum staff qualified to provide such training, and subject to the provisions of Section 13 below, relating to loss or damage to Roots property.

Roots shall coordinate with Museum staff to provide docent training at least quarterly or via provision of a training manual that can be used by Museum Staff to hold such trainings. Self-guided access of the Engine House will be available to the public in the same manner as other publicly accessible areas of the Museum subject to any security measures.

Roots and County shall work together to develop a plan to provide adequate security within the Engine House and control foot traffic in such a way as to provide maximum protection to the exhibits therein. County will work towards including security cameras as part of this plan. Roots may install security cameras if County cameras are not in place. If, after execution of this agreement, Roots and County are unable to come to an agreement as to an appropriate security plan for the Engine House, County may in its sole discretion determine a security plan for the Engine House that supports public access.

Roots may utilize the engine house for events in support of their non-profit with authorization from County and two weeks' notice. Roots may use other spaces in the Museum in accordance with the Museum Meeting Space Policy and Board of Supervisors approved Fee Schedule. During events all attendees must use the Engine House entrance unless otherwise agreed upon by County.

d. Keys and Access. Roots shall be provided with keys to the Engine House and partitioned access to the Museum's security system and granting use of a remote device to Roots. Roots personnel may access the Engine House at will with this system, but such access applies only to the Engine House.

e. Classrooms. The Parties understand that Roots periodically holds safety and instruction classes. County or Museum staff shall provide use of the Wonacott Room and adjacent classrooms for such events in accordance with the Museum Meeting Space policy. Use shall include temporary possession of keys to the back entry door and restroom from the day before a class through the day after the class.

f. Outdoor Space. Roots may use the outdoor areas as shown on Exhibit A for displaying railroad, logging and other equipment important to industrial development of the Redwood Empire region, in coordination with Museum staff, as well as for private events with authorization from County and two weeks' notice, and as applicable, in accordance with the Museum Meeting Space policy.

8. Admission and tours. Tours of the Exhibit Hall (not including the Engine House or the Roots Library) may be conducted during regular or special days when the Museum is open to the public and will be coordinated by Museum staff. County honors and recognizes the following events as "free" admission dates: the annual Roots of Motive Power festival in September of each year (2 days), the Holiday Express in December; and Willits Frontier Days on July 4 of each year. Guided tours of the Engine House shall be subject to the provisions of Section 7.c. above. All materials advertising events hosted by Museum and Roots shall recognize such collaboration.

9. Personal property. Roots shall retain ownership and full control of all machinery, tools, equipment, archival material, books, papers, photographs, equipment, furniture and other items of Roots tangible personal property that it may place or display within the Premises. County shall not be liable to Roots for loss of or damage to any tangible personal property owned by or on loan to Roots ("Roots Property"), except that County shall be liable to Roots for any loss of or damage to Roots Property which may occur during such tours conducted by County staff, or other non-Roots personnel, or during self-guided tours. Upon execution of this agreement Roots will share a complete inventory of Roots Property located on the Premises and will update and submit the list annually in January. The inventory list shall indicate whether each item is owned by Roots on loan to Roots, and identify the item's owner if not owned by Roots. The inventory shall also state if an item is uninsured.

Roots Property on exhibit in areas outside the Engine House and Research Library will be treated as a museum loan and managed according to Museum collection policy. Roots is responsible for all maintenance including preventative care and conservation of all Roots Property, which is placed, utilized and/or on display on the Premises.

10. Insurance. Roots shall, at all times during the term of this Agreement and at Roots' sole expense, provide and keep in effect a public liability insurance policy, naming the County as an additional insured, insuring Roots and Roots' employees, members and volunteers against all bodily injury, property damage, personal injury and other loss arising out of Roots' use of the Premises, including appurtenances to the Premises and sidewalks fronting thereon. The insurance required hereunder, and which shall provide the following coverages: combined single limit bodily liability and property damage liability, \$1,000,000 each occurrence. Roots shall provide proof of such coverage to County on an annual basis on or about July 1 of each year. ROOTS shall also obtain insurance for any special events held within the Premises, including the Engine House or the outdoor areas. Roots insurance shall be primary for Roots Property, and the County's insurance secondary, unless damage to Roots personal property is caused by County, its officers, agents, or employees, or damaged by museum patrons during County-guided or self-guided tours. County will maintain insurance for its buildings and personal property under its control, and for damage arising out of the actions of its officers, agents, or employees, and for damage to personal property caused by museum patrons during County-guided or self-guided tours. Upon execution of this Agreement, County shall conduct an inspection of Roots Property located within the Premises, to identify the condition of said property.

11. Dispute resolution. If a dispute arises between County and Roots relating to this Agreement, the parties shall promptly meet and confer in good faith in an attempt to resolve the dispute. In resolving disputes, consideration shall be given to the history, concept, and guidelines of the Redwood Empire Railroad History Project.

However, in an unresolved dispute County shall have final and conclusive determination as to the use of the Premises. In the event of a dispute between the Parties in connection with this Agreement, each Party shall be responsible for their own costs and attorneys' fees relating to said dispute, including any lawsuit brought by either Party.

12. Assignment. Roots shall not assign its interest in this Agreement without the prior written consent of County. In the event that County assigns or transfers the management of the Museum or any portion of the Premises to another party, County shall ensure that said party shall comply with the terms of this Agreement.

13. Notices. Any notice, approval, or other communication required or permitted under this Agreement will be given in English and will be deemed received as follows: (1) When personally delivered to the recipient; (2) when mailed first class to the last address of the 5 recipient known to the party giving notice, with notice effective 3 mail delivery days after deposit in a U. S. Postal Service office or mailbox; (3) when mailed certified mail, return receipt requested, with notice effective upon receipt if confirmed by a delivery receipt; and (4) when delivered by overnight delivery Federal Express or other overnight delivery service, charges prepaid or charged to the sender's account, with notice effective upon delivery, if confirmed by the delivery service. Addresses for purposes of giving notice are as follows:

14. Entire agreement; modifications. This is the entire agreement of the Parties relating to the Premises. This Agreement may be modified only by a written amendment to this Agreement signed by both Parties. Oral modifications of the Agreement shall have no force or effect.

15. Indemnification: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Roots shall assume the defense of and indemnify County, at Roots' sole cost and expense and with legal counsel approved by Roots whose approval shall not be unreasonably withheld, and hold County, its officers, employees, volunteers and agents harmless from and against any and all claims, demands, damages, costs liabilities, injuries or death and all losses, including reasonable attorneys' fees and costs of litigation and losses occurring or resulting from Roots' performance of its obligations under this Agreement, including the Roots' active or passive negligence, unless arising out of the sole negligence or willful misconduct of County.

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), County shall assume the defense of and indemnify Roots, at County's sole cost and expense and with legal counsel approved by Roots whose approval shall not be unreasonably withheld, and hold Roots, its officers, employees, volunteers and agents harmless from and against any and all claims, demands, damages, costs liabilities, injuries or death and all losses, including reasonable attorneys' fees and costs of litigation, and losses occurring or resulting, or alleged to be occurring or resulting from County's performance of its obligations under this Agreement, including the County's active or passive negligence, unless arising out of the sole negligence or willful misconduct of Roots. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless Roots.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 03/09/2026

Budgeted: Yes No

Budget Unit: 7110

Line Item:

Org/Object Code:

Grant: Yes No

Grant No.: Resolution # 99-187

COUNTY OF MENDOCINO

By: _____

BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/09/2026

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: _____

CHRIS BALDO: ROOTS OF MOTIVE POWER

420 E. COMMERCIAL STREET

WILLITS, CA 95490

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton
COUNTY COUNSEL

Date: 03/09/2026

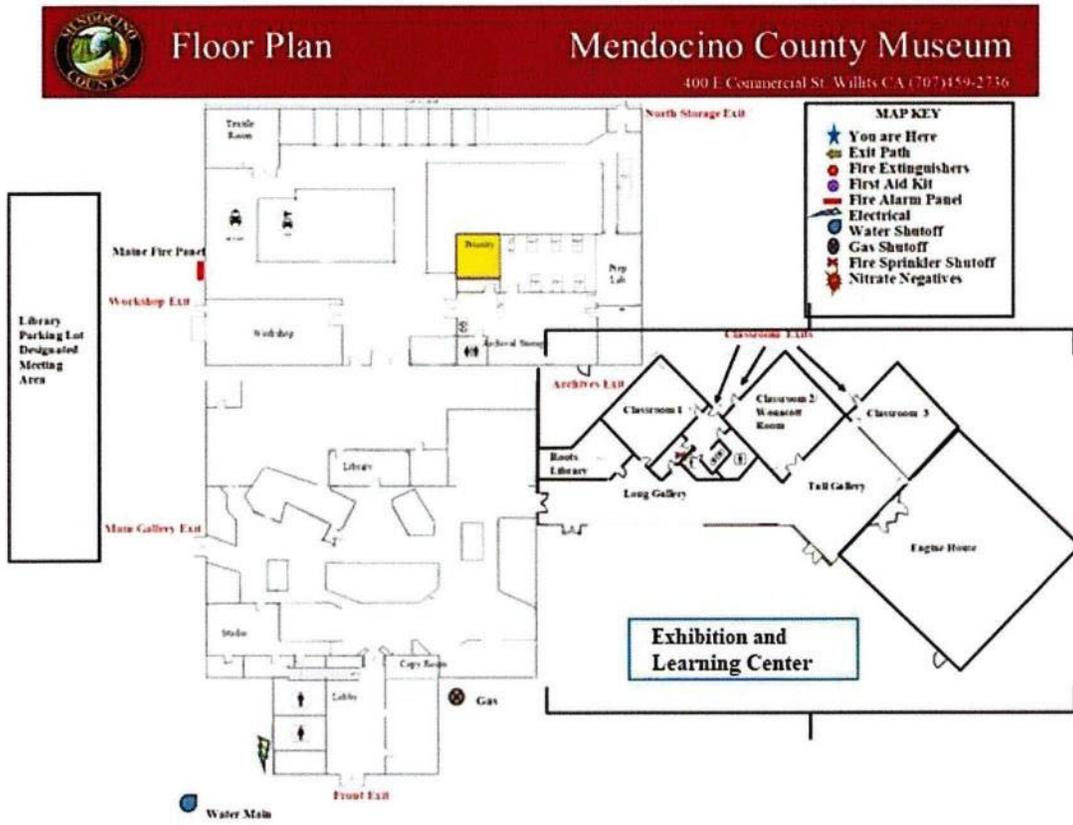
EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO or Designee

Date: 03/09/2026

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid _____
Exempt Pursuant to MCC Section: _____

Exhibit A



**SUBLEASE BETWEEN COUNTY OF MENDOCINO
AND ROOTS OF MOTIVE POWER INC.**

This Sublease ("Sublease") dated as of 14th day of April, 1998, between the County of Mendocino, California, a political subdivision of the State of California ("Sublessor") and ROOTS OF MOTIVE POWER, INC., a California nonprofit corporation, ("Sublessee").

RECITALS

A. Sublessor is the lessee under SITE LEASE BETWEEN COUNTY OF MENDOCINO AND CITY OF WILLITS dated as of April 14, 1998 1997 ("Master Lease"), pursuant to which City of Willits leased to Sublessor the real property located within the City of Willits, County of Mendocino, California, described as Assessor's Parcel No. 7-020-02, and as shown on Exhibit 1 attached hereto ("Master Premises").

B. A copy of the Master Lease is attached to and incorporated in this Sublease as Exhibit 2.

C. Sublessee is a California non-profit corporation having its principal office in Willits, California. Its specific and primary purposes are: (1) to foster the education of the general public as to early forms of motive power having historical significance; (ii) to acquire, repair, restore, preserve, operate, and exhibit o the public representative examples of motive power equipment; (iii) to document the history of such equipment as part of a program of public education; and (iv) to participate with other educational and public entities in carrying out the above-mentioned purposes.

D. Sublessee has acquired representative examples of motive power equipment having historical significance, including but not limited to steam powered machinery and locomotives used in the timber industry.

E. Sublessee has donated to Sublessor all component materials of a 14,000 square foot prefabricated Industrial Building to be erected by Sublessor on the Master Premises and to be used for the purposes of (1) restoring and maintaining Sublessor's collection of historical motive power equipment as well as Sublessee's museum collection of railroad machinery, objects and artifacts, and (2) allowing Sublessee to use the Industrial Building for restoration, maintenance and display of all such equipment, machinery, objects and artifacts.

F. The parties to this Sublease expect that Sublessee's use of the demised premises will enhance and complement the Redwood Empire Railroad History Project.

SUBLEASE AGREEMENT

1. Sublessor subleases to Sublessee, on the terms and conditions hereafter set forth, that certain real property, consisting of _____ acres, more or less, and the Industrial Building to be constructed thereon, as depicted in Exhibit 3 to this Sublease (hereafter referred to as "the demised premises"). The parties understand and agree that the Premises shown in Exhibit C are a portion of the Master Premises which are the subject of the Master Lease.

2. The term of this Sublease will run concurrently with the term of the Master Lease, commencing as of the date of recordation of the Master Lease in the Office of the County Recorder of the County of Mendocino, State of California, and shall remain in effect until October 1, 2042, unless sooner terminated in accordance with the provisions of this Sublease. The term of this Sublease shall be renewed automatically if all covenants and conditions under this Sublease have been fulfilled and if the City of Willits renews the Master Leases between the City of Willits and the County of Mendocino.

3. In consideration of Sublessee's donation of component parts of the prefabricated Industrial Building, Sublessee shall pay no rent and provide no security deposit.

4. Sublessee shall pay all costs of utilities for the Industrial Building; provided however, that if Sublessor uses any part of the Industrial Building for its own activities, Sublessor shall pay its proportionate share of the cost of utilities.

5. Sublessee shall maintain in good condition and cleanliness such areas of the Industrial Building as are exclusively used by Sublessee.

6. Sublessee shall obtain, pay for, and keep in force during the term of this Sublease a policy of commercial general liability insurance, insuring against liability for bodily injury, personal injury, death, and property damage occurring on the demised premises. Said policy shall be issued by an insurer acceptable to Sublessor, and shall provide single

limit coverage of at least One Million Dollars (\$1,000,000) per occurrence, and a general aggregate combined single limit of bodily injury and property damage liability of at least One Million Dollars (\$1,000,000). In addition, Sublessee shall obtain, pay for, and keep in force during the term of this Sublease fire and all risk property damage insurance insuring all equipment and property of Sublessee on the premises for full replacement cost. Sublessor shall be named as an additional insured in said policies.

7. Sublessee shall indemnify, defend, and hold Sublessor harmless from all liability, penalties, damages, expenses, or claims arising from the negligence or willful misconduct of Sublessee or Sublessee's agents, employees, or contractors which shall occur in or upon the demised premises. Sublessee shall indemnify, defend, and hold harmless Sublessor from any liabilities, losses, penalties, fines, attorneys fee, remediation costs, or other expenses arising out of Sublessee's use, storage, treatment, transportation or disposal of hazardous substances in or upon the demised premises.

Sublessor shall indemnify, defend and hold Sublessee harmless from all liability, penalties, damages, expenses or claims arising from the negligence or willful misconduct of Sublessor or Sublessor's agents, employees or contractors which shall occur in or upon the demised premises.

8. Sublessee shall use the demised premises only for the following purposes:

A. Acquiring, restoring, maintaining and displaying motive power equipment and machinery of historical significance, including but not limited to such collections of railroad machinery, objects and artifacts which are part of the Railroad History Project; and

B. For the specific and primary purposes stated in Sublessee's Articles of Incorporation.

9. Sublessee will not assign this Sublease or further sublet all or any part of the demised premises without the prior written consent of Sublessor and the City of Willits.

10. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. Sublessor will exercise due diligence in attempting to cause the City of Willits to

perform its obligations under the Master Lease for the benefit of Sublessee. If the Master Lease terminates at the option of the City of Willits, this Sublease will terminate and the parties will be relieved of any further liability or obligation hereunder. However, if the Master Lease terminates as a result of a default or breach of Sublessor or Sublessee under this Sublease of the Master Lease, the defaulting party will be liable to the nondefaulting party for the damage suffered as a result of the termination. Nonetheless, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction or condemnation of the Master Premises or the building or project of which the Master Premises are a part, the exercise of this right by Sublessor will not constitute a default or breach.

11. Sublessee shall pay the sum of Five Hundred Dollars (\$500) per year to the maintenance and repair trust fund administered by the City of Willits pursuant to the above referenced Master Lease.

12. All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands will be sent by United States Mail, postage prepaid, addressed as follows:

TO SUBLESSOR: Museum Director, County of Mendocino
400 E. Commercial Street
Willits, California 95490

TO SUBLESSEE: President, Roots of Motive Power Inc.
P.O.Box 1540
Willits, California 95490

13. This Sublease shall bind and inure to the benefit of the parties, their heirs, executors, administrators, successors in interest, and assigns.

14. Sublessor reserves the right to enter the demised premises on reasonable notice to Sublessee to inspect said premises or the performance by Sublessee of the terms and conditions of this Sublease. No notice will be required in an emergency.

15. This Sublease will have no effect unless consented to by the City of Willits as Lessor under the Master Lease.

16. Time is of the essence.

17. This Sublease sets forth all the agreements between Sublessor and Sublessee concerning the demised premises, and there are no other agreements, either oral or in writing, other than set forth herein.

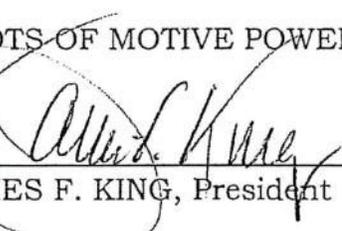
18. This Sublease shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date and year first above written.

DATED: April 29, 1998

SUBLESSEE:

ROOTS OF MOTIVE POWER, INC.

by 
JAMES F. KING, President

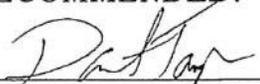
DATED: April 14, 1998

SUBLESSOR:

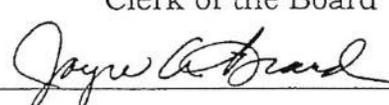
COUNTY OF MENDOCINO


JOHN PINCHES, Chairman
Board of Supervisors

RECOMMENDED:

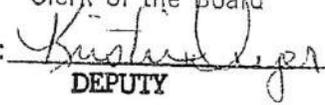

DANIEL TAYLOR, Director
Mendocino County Museum

ATTEST: JOYCE A. BEARD
Clerk of the Board

by 

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

JOYCE A. BEARD
Clerk of the Board

By: 
DEPUTY

APPROVED AS TO FORM

H. PETER KLEIN, County Counsel

by  _____

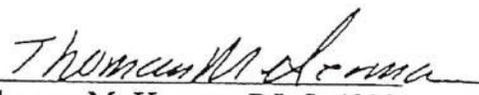
MASTER PREMISES

EXHIBIT 1

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

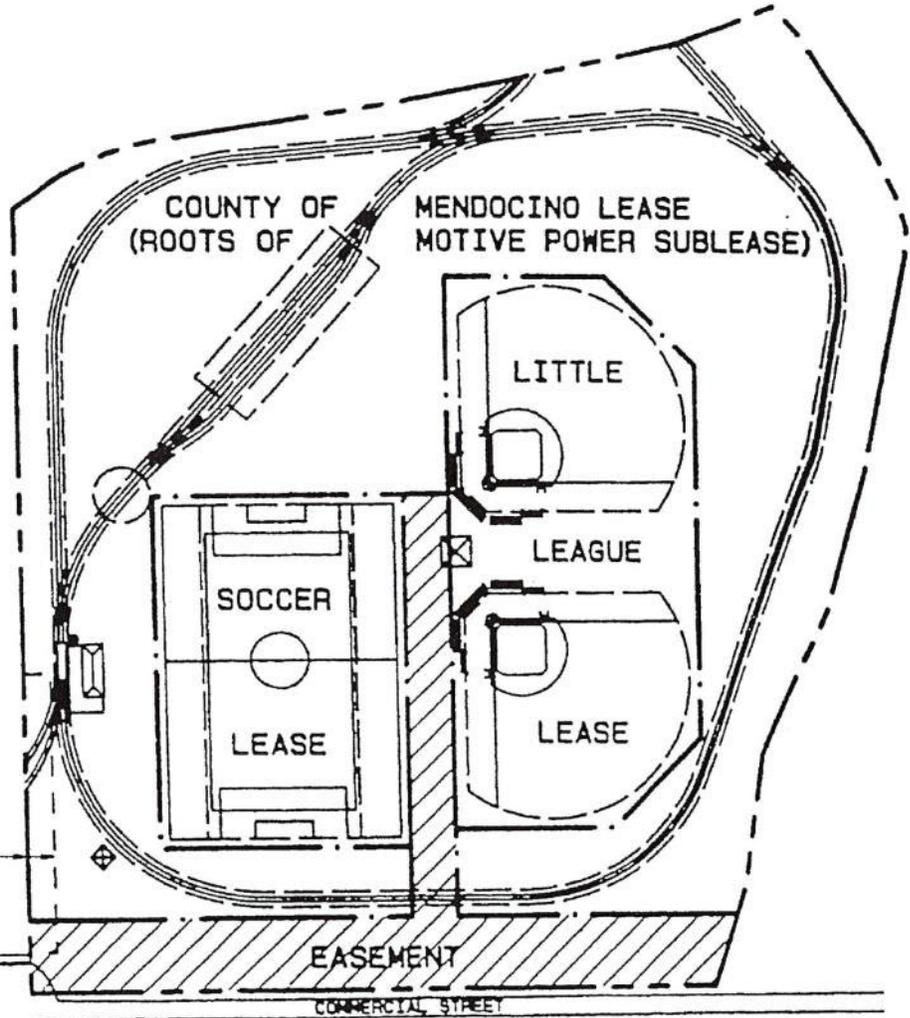
Commencing at a 3/4" iron pipe for the Southeast corner of that certain 3.5 acre parcel as shown on a map filed in Map Case 2, Drawer 15, Page 89, Mendocino County Records; thence along the East line of said parcel North 0°37'05" West, 34.09 to the POINT OF BEGINNING of this description; thence leaving said East line and parallel with the South line of said 3.5 acre parcel as shown on said map North 89°22'17" East, 403.25 feet; thence North 0°37'43" West, 75.75 feet; thence South 89°22'17" West, 260.00 feet; thence North 0°37'43" West, 380.33 feet; thence North 89°22'17" East, 309.75 feet; thence North 0°37'43" West, 234.96 feet; thence East, 174.36 feet; thence South 45°37'30" East, 135.48 feet; thence South 0°25'52" East, 404.10 feet; thence South 44°22'04" West, 134.53 feet; thence South 89°22'01" West, 173.63 feet; thence South 0°37'43" East, 94.09 feet; thence North 89°22'17" East, 305.67 feet to an intersection with the flowline of an existing drainage channel; thence along the flowline of said channel North 18°53'53" East, 31.72 feet; thence North 8°14'52" East, 143.08 feet; thence North 24°00'22" East, 168.68 feet; thence North 15°18'29" East, 158.32 feet; thence North 10°15'43" East, 45.74 feet; thence North 10°31'59" East, 192.91 feet; thence North 2°50'37" East, 31.50 feet; thence North 16°35'26" West, 31.40 feet; thence North 24°55'01" West, 64.59 feet; thence North 33°41'59" West, 88.76 feet; thence North 31°05'18" West, 49.55 feet; thence North 41°00'28" West, 39.90 feet to an intersection of said drainage channel with an existing fence; thence along said existing fence South 69°43'02" West, 119.34 feet; thence South 77°59'45" West, 205.46 feet; thence South 78°58'33" West, 96.85 feet; thence South 80°28'45" West, 265.60 feet; thence South 73°08'47" West, 44.12 feet; thence South 64°30'10" West, 56.44 feet; thence South 55°29'54" West, 64.10 feet to an intersection with the northerly extension of said East line of said 3.5 acre parcel; thence along said northerly extension and said East line South 0°37'05" East, 768.00 feet to the point of beginning and the end of this description and containing 11.51 acres more or less.

The basis of bearing for this description is the California Coordinate System NAD '83, Zone 2.


Thomas M. Herman, P.L.S. 4805
License Expires 9-30-00



SUBLEASE EXHIBIT 1



30' WIDE EASEMENT
PER M.C. 2, D. 15, P. 89, M.C.R.

EXHIBIT 3



SCALE: 1" = 200'

