

**NOTICE OF HEARING**  
**(Cal. Code Civ. Proc. § 1245.235)**

**NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY  
OF FORT BRAGG TO CONSIDER THE ADOPTION OF A  
RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC  
INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF  
CERTAIN REAL PROPERTY INTERESTS FOR A PUBLIC  
PROJECT AND DIRECTING THE FILING OF EMINENT DOMAIN  
PROCEEDINGS**

**TO:**

Lyme Redwood Timberlands LLC  
Austin Vanderhoof, Registered Agent for Service of Process  
18625 Sutter Blvd. Suite 900,  
Morgan Hill, CA 95037

Redwood Timber Company LLC  
Zachary M. Jones, General Manager  
90 W. Redwood Ave.  
Fort Bragg, CA 95437

RJS TIC HTC LLC, TIC HTC LLC, RMB TIC HTC LLC  
Austin Vanderhoof, Registered Agent for Service of Process  
18625 Sutter Blvd., Suite 900  
Morgan Hill, CA 95037

Stephen F. Johnson (via email only)  
Mannon, King, Johnson, & Wipf, LLP  
200 N. School St. Suite 304  
P.O. Box 419  
Ukiah, CA 95482  
steve@mkjlex.com

**YOU ARE HEREBY NOTIFIED**, pursuant to Code of Civil Procedure Section 1230.010, *et seq.*, that the Fort Bragg City Council will hold a Public Hearing on **June 12, 2023 at 6:00 p.m.** in the Town Hall, 363 N. Main Street, Fort Bragg, California, to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of certain real property interests for the purpose of constructing a section of a primary water transmission line that delivers raw water from sources at Waterfall Gulch, Newman Reservoir, and Summers Lane Reservoir to the City's water treatment plant and all uses appurtenant thereto ("Project").

The interests in real property to be acquired are located within the City of Fort Bragg, County of Mendocino, State of California and consist of the following:

A non-exclusive permanent subsurface easement, 1.65 acres (71,993 s.f.) in size, to survey, install, construct, reconstruct, alter, operate, remove, replace, inspect, repair, and maintain underground pipeline(s) for water and storm water (collectively, the "Facilities") in, under, across, and along that certain real property located in the County of Mendocino, State of California, described in Exhibit A and depicted in Exhibit B attached hereto ("Permanent Easement").

The Permanent Easement described herein shall be subject to the following terms and conditions set forth in Exhibit C attached hereto.

You, as a person claiming or having an interest in and to the Permanent Easement, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing. The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether the public interest and necessity require the Project;
2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the Permanent Easement to be acquired is necessary for the Project;
4. Because the Permanent Easement is being acquired for construction, reconstruction, alteration, enlargement, maintenance, renewal, repair, or replacement of subsurface waterlines or appurtenances, per Government Code 7267, the provisions of subdivision (b) of Section 7267.1 and Section 7267.2 do not apply to the acquisition of the Permanent Easement;
5. Whether the necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235;
6. Whether the City has fully complied with all the provisions of California's Environmental Quality Act in regard to the proposed Project; and
7. Whether the City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the "right to take") to acquire the Permanent Easement.

A copy of the proposed Resolution of Necessity will be available 18 days prior to the June 12, 2023 hearing in the City Clerk's Office at City Hall, 416 N. Franklin Street, Fort Bragg, California.

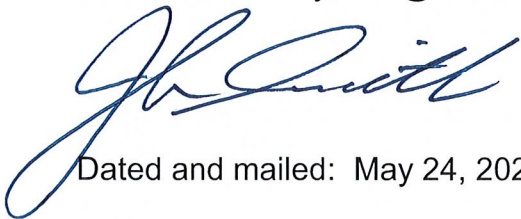
If you wish to be heard at this hearing, you **MUST FILE A WRITTEN REQUEST**, indicating your intent to appear and be heard within 15 days after the date of mailing of this Notice. Failure to file a written request to appear and be heard within 15 days after the date of mailing of this Notice may result in a waiver of the right to appear and be heard by the City Council. The written request to appear and be heard should be filed with:

City Clerk's Office  
City Hall  
416 N. Franklin Street  
Fort Bragg, California 95437

The amount of the compensation to be paid for the acquisition of the Permanent Easement is not a matter or issue being heard by the City at this time. An appraisal of the Permanent Easement is being prepared on behalf of the City and a summary of it will be shared with you upon its completion. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Permanent Easement by eminent domain.

This notice is not intended to foreclose future negotiations between you and the City on the amount of compensation to be paid for the Permanent Easement. Nor will your nonappearance at this noticed hearing prevent you from claiming greater compensation than the City's appraisal, as may be determined by a court of law in accordance with the laws of the State of California.

If you have any questions regarding this notice, please contact John Smith, Director of Public Works, at [jsmith@fortbragg.com](mailto:jsmith@fortbragg.com), 707-961-2823 ext. 136.



Dated and mailed: May 24, 2023

Attachments:

Exhibit A—Legal Description of Permanent Easement  
Exhibit B—Exhibit Depicting the Permanent Easement  
Exhibit C—Terms and Conditions of Permanent Easement

cc (with attachments):  
Lyme Redwood Timberlands LLC  
Austin Vanderhoof, Registered Agent for Service of Process  
18625 Sutter Blvd. Suite 900,  
Morgan Hill, CA 95037

Redwood Timber Company LLC

4863-2560-3167 v1

LA #4813-0614-7500 v1

Zachary M. Jones, General Manager  
90 W. Redwood Ave.  
Fort Bragg, CA 95437

RJS TIC HTC LLC, TIC HTC LLC, RMB TIC HTC LLC  
Austin Vanderhoof, Registered Agent for Service of Process  
18625 Sutter Blvd., Suite 900  
Morgan Hill, CA 95037

Stephen F. Johnson (via email only)  
Mannon, King, Johnson, & Wipf, LLP  
200 N. School St. Suite 304  
P.O. Box 419  
Ukiah, CA 95482  
steve@mkjlex.com

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY**

4863-2560-3167 v1

LA #4813-0614-7500 v1

**FOR THE ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS**

Name \_\_\_\_\_ Telephone

\_\_\_\_\_

Address

\_\_\_\_\_

—

\_\_\_\_\_

—

Date \_\_\_\_\_ Signature

\_\_\_\_\_

**DECLARATION OF PROOF OF SERVICE BY CERTIFIED MAIL**

I, the undersigned, declare as follows:

I am over the age of 18 and not a party to the above-entitled action. My business address is City Hall, 416 N. Franklin Street, Fort Bragg, California 95437.

On May 24, 2023, I served true copies of the foregoing Notice of Hearing on each of the following named persons by placing for deposit, by certified mail return receipt requested, in the United States Postal Service sealed envelopes containing the same on said date at the United States Post Office located at 203 N. Franklin St., Fort Bragg, California 95437 and addressed respectively, as follows:

Lyme Redwood Timberlands LLC  
Austin Vanderhoof, Registered Agent for Service of Process  
18625 Sutter Blvd. Suite 900,  
Morgan Hill, CA 95037

Redwood Timber Company LLC  
Zachary M. Jones, General Manager  
90 W. Redwood Ave.  
Fort Bragg, CA 95437

RJS TIC HTC LLC, TIC HTC LLC, RMB TIC HTC LLC  
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Stephen F. Johnson (via email only)  
Mannon, King, Johnson, & Wipf, LLP  
200 N. School St. Suite 304  
P.O. Box 419  
Ukiah, CA 95482  
steve@mkjlex.com

I am familiar with the Post Office's practice for collecting and processing of correspondence for mailing at said address. The correspondence referenced above would be deposited in the United States Postal Service that same day in the ordinary course of business; and said envelopes were sealed and placed for collection and mailing on the date following ordinary business practices.

I declare under penalty of perjury, under laws of the State of California that the foregoing is true and correct.

Executed on May 24, 2023 at City Hall, Fort Bragg California.

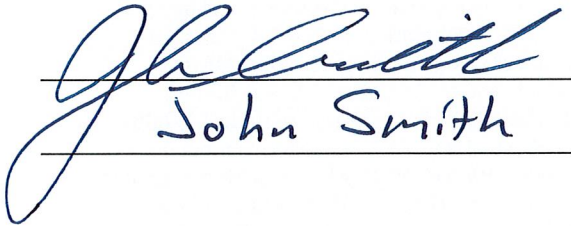
  
\_\_\_\_\_  
John Smith  
\_\_\_\_\_

EXHIBIT 'A'  
20' WATER LINE EASEMENT

Lying within the unincorporated area of County of Mendocino, State of California, and being a portion of the lands of Redwood Timber Company LLC, a Delaware limited liability company, as shown on that Co-Tenancy Agreement recorded under Document Number 2022-02810, Official Records of Mendocino County, said Redwood Timber Company LLC was formerly known and appears of record as Lyme Redwood Timberlands LLC, a Delaware limited liability company, as to an undivided 75.00000% interest; RJS TIC HTC, LLC, a California limited liability company, as to an undivided 0.78346% interest; PV TIC HTC, LLC, a California limited liability company, as to an undivided 3.40448% interest; and RMB TIC HTC, LLC, a California limited liability company, as to an undivided 20.81206% interest, as described by Grant Deed recorded under Document Number 2015-18090, Official Records of Mendocino County, said portion is more particularly described as follows:

Being all that portion of said lands of Redwood Timber Company LLC et al. lying within a strip of land, 20 feet in width, and lying 10 feet on each side of an underground water pipeline, the centerline of which is more particularly described as follows:

COMMENCING at a 1-inch iron pipe, not tagged, marking the easterly common corner of said lands of Redwood Timber Company LLC et al. and the lands of Don H. Celeri and Julia C. Celeri, Trustees of The Don H. Celeri and Julia C. Celeri Revocable Living Trust, as described by Grant Deed recorded under Document Number 1998-14070, Official Records of Mendocino County, and marking the common corner of Sections 8, 9, 16 and 17, Township 18 North, Range 17 West, Mount Diablo Base and Meridian as shown on that Record of Survey filed in Drawer 82 of Maps at Page 66, Mendocino County Records, from which a 1-inch rebar and cap stamped "LS 3184" as shown on said Record of Survey bears North 78°36'46" West 1345.06 feet; thence along the easterly boundary of said lands of Celeri Trust, South 1°37'31" West 409.30 feet; thence leaving said easterly boundary, North 74°58'04" West 4.35 feet; thence North 7°28'04" West 151.70 feet; thence North 6°49'26" East 107.35 feet; thence North 18°57'35" East 52.47 feet; thence North 7°54'51" East 53.83 feet; thence North 65°11'42" West 131.84 feet; thence North 76°59'23" West 130.62 feet; thence North 80°17'45" West 97.94 feet; thence North 54°14'13" West 37.23 feet to common boundary of said lands of Redwood Timber Company LLC et al. and said lands of Celeri Trust, and the POINT OF BEGINNING of the herein described centerline of said pipeline, from which said 1-inch rebar bears North 78°36'46" West 965.58 feet; thence leaving said common boundary the following courses:

North 54°14'13" West 52.68 feet;  
thence North 59°34'07" West 88.80 feet;  
thence North 69°06'28" West 102.70 feet;  
thence South 87°42'51" West 50.31 feet;  
thence North 83°25'16" West 105.69 feet;  
thence North 71°21'09" West 108.39 feet;  
thence North 75°51'19" West 68.05 feet;  
thence North 58°49'20" West 142.83 feet;  
thence North 45°40'28" West 107.30 feet;

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

Page 1 of 6

CPI No.: 8466-19  
Tel: (707) 542-6268 Fax: (707) 542-2106  
[www.cinquinipassarino.com](http://www.cinquinipassarino.com)



EXHIBIT 'A'  
20' WATER LINE EASEMENT

thence North 63°54'49" West 76.83 feet;  
thence North 32°33'54" West 54.12 feet;  
thence North 37°57'00" West 160.08 feet;  
thence North 56°15'41" West 101.35 feet;  
thence North 31°47'21" West 202.07 feet;  
thence North 44°33'52" West 70.35 feet;  
thence North 33°56'28" West 61.76 feet;  
thence North 10°20'25" East 41.43 feet;  
thence North 5°27'13" East 51.02 feet;  
thence North 36°34'39" West 52.16 feet;  
thence North 29°20'17" West 72.83 feet;  
thence North 11°33'23" West 76.84 feet;  
thence North 36°44'08" West 26.66 feet;  
thence North 18°20'21" West 30.95 feet;  
thence North 7°23'46" East 76.65 feet;  
thence North 30°45'06" West 138.10 feet;  
thence North 17°26'29" West 73.57 feet, from which a 3/4-inch rebar and cap stamped "PLS 5940" marking the northeast corner of the lands of Templer as shown on said Record of Survey bears South 76°40'05" West 108.45 feet;  
thence North 4°09'27" West 19.44 feet;  
thence North 26°19'36" West 78.07 feet;  
thence North 46°08'38" West 82.08 feet;  
thence North 55°14'52" West 39.73 feet;  
thence North 85°01'21" West 60.93 feet;  
thence North 77°33'02" West 54.77 feet;  
thence North 46°51'02" West 144.07 feet;  
thence South 83°10'57" West 81.45 feet;  
thence North 31°41'18" West 46.79 feet;  
thence along a non-tangent curve to the right, the radius point of which bears South 31°41'18" East 372.00 feet, through a central angle of 17°26'08", for a length of 113.20 feet;  
thence North 75°44'50" East 36.32 feet;  
thence North 86°38'31" East 52.68 feet;  
thence South 79°00'08" East 132.16 feet;  
thence along a curve to the left having a radius of 188.00 feet, through a central angle of 62°31'01", for a length of 205.13 feet;  
thence North 56°37'30" East 15.40 feet;  
thence North 30°40'51" East 50.19 feet;  
thence North 4°44'12" East 11.43 feet;  
thence North 30°40'51" East 26.06 feet;  
thence North 22°39'32" East 65.63 feet;  
thence along a curve to the left having a radius of 133.00 feet, through a central angle of 17°31'09", for a length of 40.67 feet;  
thence North 40°55'12" East 4.00 feet;

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

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CPI No.: 8466-19  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

EXHIBIT 'A'  
20' WATER LINE EASEMENT

thence North 49°04'48" West 48.00 feet to the TERMINUS of the herein described centerline of said pipeline.

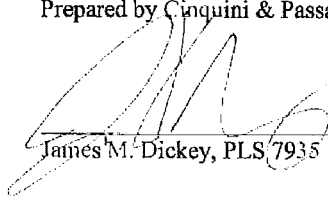
The northerly and southerly lines of said strip at the POINT OF BEGINNING shall be lengthened or shortened to terminate at the common boundary of said lands of Redwood Timber Company LLC et al. and said lands of Celeri Trust.

Containing 71,993 square feet (1.65 acres), more or less.

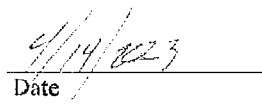
END OF DESCRIPTION

Being a portion of APN 019-630-05-00, 019-640-01-00 & -04-00

Prepared by Cinquini & Passarino, Inc.

  
James M. Dickey, PLS 7935



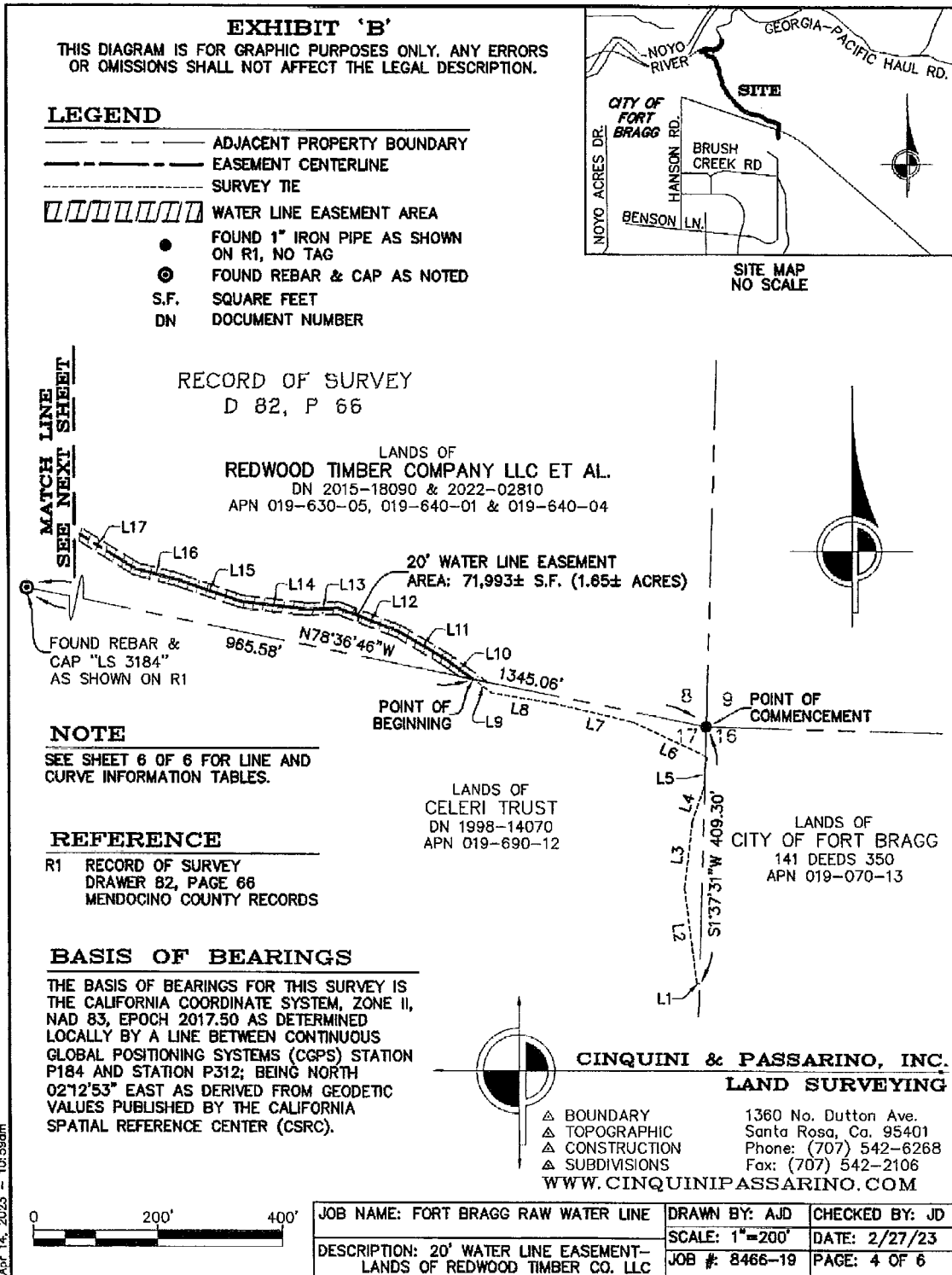
  
Date

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1360 North Dutton Avenue, Suite 150  
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Page 3 of 6

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www.cinquinipassarino.com

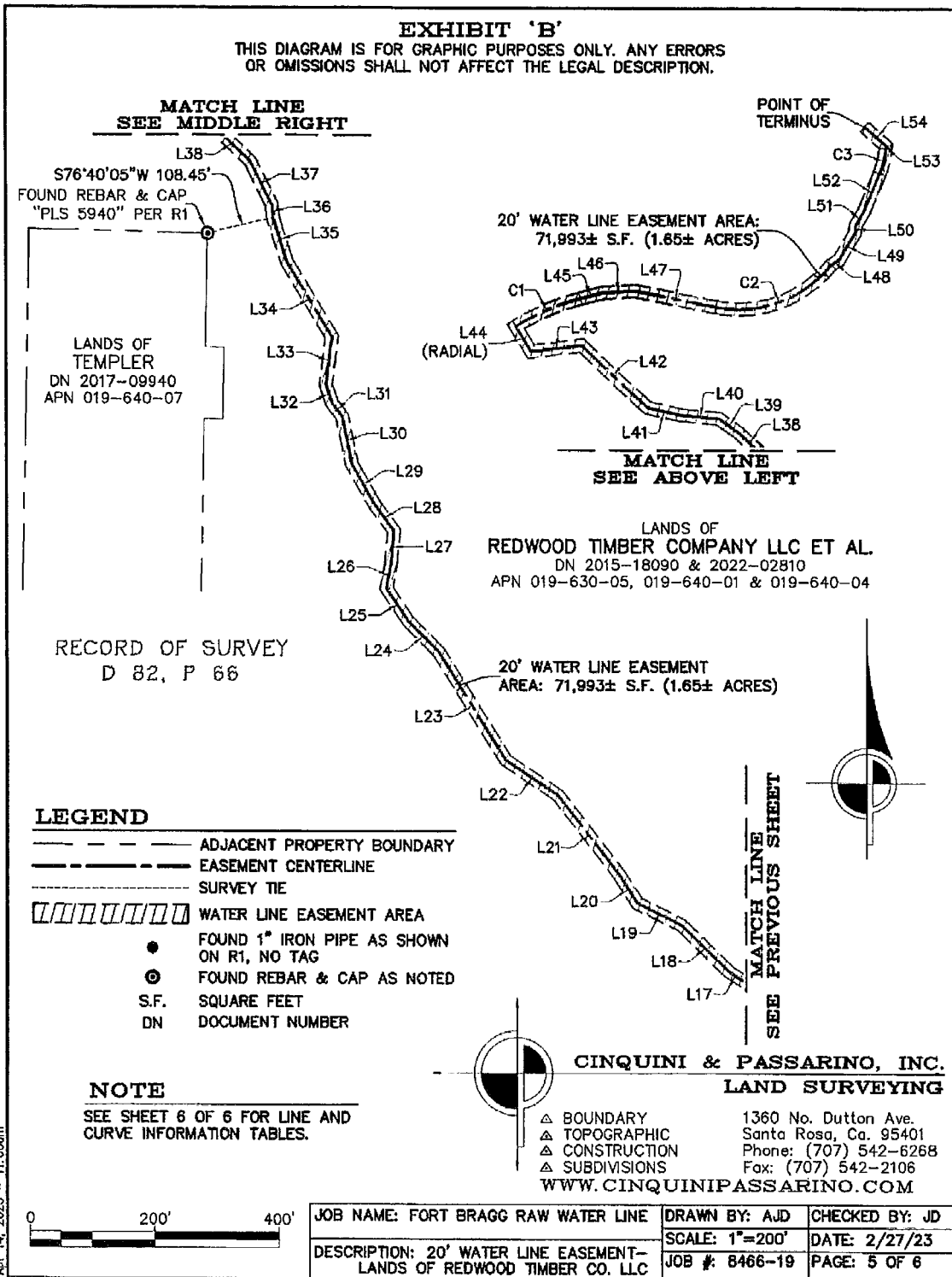
# EXHIBIT "B"



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 Apr 14, 2023 1:10:58pm

**EXHIBIT 'B'**

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



**MATCH LINE  
SEE MIDDLE RIGHT**

**POINT OF TERMINUS**

S76°40'05"W 108.45'  
FOUND REBAR & CAP  
"PLS 5940" PER R1

**20' WATER LINE EASEMENT AREA:  
71,993± S.F. (1.65± ACRES)**

LANDS OF  
TEMLER  
DN 2017-09940  
APN 019-640-07

LANDS OF  
REDWOOD TIMBER COMPANY LLC ET AL.  
DN 2015-18090 & 2022-02810  
APN 019-630-05, 019-640-01 & 019-640-04

RECORD OF SURVEY  
D 82, P 66

**20' WATER LINE EASEMENT  
AREA: 71,993± S.F. (1.65± ACRES)**

**LEGEND**

- ADJACENT PROPERTY BOUNDARY
- EASEMENT CENTERLINE
- SURVEY TIE
- ▨ WATER LINE EASEMENT AREA
- FOUND 1" IRON PIPE AS SHOWN ON R1, NO TAG
- ⊙ FOUND REBAR & CAP AS NOTED
- S.F. SQUARE FEET
- DN DOCUMENT NUMBER

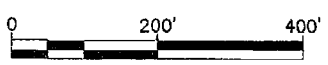
**NOTE**

SEE SHEET 6 OF 6 FOR LINE AND CURVE INFORMATION TABLES.

**CINQUINI & PASSARINO, INC.  
LAND SURVEYING**

△ BOUNDARY  
△ TOPOGRAPHIC  
△ CONSTRUCTION  
△ SUBDIVISIONS  
WWW.CINQUINIPASSARINO.COM

1360 No. Dutton Ave.  
Santa Rosa, Ca. 95401  
Phone: (707) 542-6268  
Fax: (707) 542-2106



JOB NAME: FORT BRAGG RAW WATER LINE	DRAWN BY: AJD	CHECKED BY: JD
DESCRIPTION: 20' WATER LINE EASEMENT- LANDS OF REDWOOD TIMBER CO. LLC	SCALE: 1"=200'	DATE: 2/27/23
	JOB #: 8466-19	PAGE: 5 OF 6

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Apr 14, 2023 - 11:00am

**EXHIBIT 'B'**

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

Line Table		
Line #	Direction	Length
L1	N74°58'04"W	4.35'
L2	N7°28'04"W	151.70'
L3	N6°49'26"E	107.35'
L4	N18°57'35"E	52.47'
L5	N7°54'51"E	53.83'
L6	N65°11'42"W	131.84'
L7	N76°59'23"W	130.62'
L8	N80°17'45"W	97.94'
L9	N54°14'13"W	37.23'
L10	N54°14'13"W	52.68'
L11	N59°34'07"W	88.80'
L12	N69°06'28"W	102.70'
L13	S87°42'51"W	50.31'
L14	N83°25'16"W	105.69'
L15	N71°21'09"W	108.39'
L16	N75°51'19"W	68.05'
L17	N58°49'20"W	142.83'
L18	N45°40'28"W	107.30'
L19	N63°54'49"W	76.83'
L20	N32°33'54"W	54.12'

Line Table		
Line #	Direction	Length
L21	N37°57'00"W	160.08'
L22	N56°15'41"W	101.35'
L23	N31°47'21"W	202.07'
L24	N44°33'52"W	70.35'
L25	N33°56'28"W	61.76'
L26	N10°20'25"E	41.43'
L27	N5°27'13"E	51.02'
L28	N36°34'39"W	52.16'
L29	N29°20'17"W	72.83'
L30	N11°33'23"W	76.84'
L31	N36°44'08"W	26.66'
L32	N18°20'21"W	30.95'
L33	N7°23'46"E	76.65'
L34	N30°45'06"W	138.10'
L35	N17°26'29"W	73.57'
L36	N4°09'27"W	19.44'
L37	N26°19'36"W	78.07'
L38	N46°08'38"W	82.08'
L39	N55°14'52"W	39.73'
L40	N85°01'21"W	60.93'

Line Table		
Line #	Direction	Length
L41	N77°33'02"W	54.77'
L42	N46°51'02"W	144.07'
L43	S83°10'57"W	81.45'
L44	N31°41'18"W	46.79'
L45	N75°44'50"E	36.32'
L46	N86°38'31"E	52.68'
L47	S79°00'08"E	132.16'
L48	N56°37'30"E	15.40'
L49	N30°40'51"E	50.19'
L50	N4°44'12"E	11.43'
L51	N30°40'51"E	26.06'
L52	N22°39'32"E	65.63'
L53	N40°55'12"E	4.00'
L54	N49°04'48"W	48.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	372.00'	17°26'08"	113.20'
C2	188.00'	62°31'01"	205.13'
C3	133.00'	17°31'09"	40.67'



**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

▲ BOUNDARY  
 ▲ TOPOGRAPHIC  
 ▲ CONSTRUCTION  
 ▲ SUBDIVISIONS  
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1360 No. Dutton Ave.  
 Santa Rosa, Ca. 95401  
 Phone: (707) 542-6268  
 Fax: (707) 542-2106

JOB NAME: FORT BRAGG RAW WATER LINE	DRAWN BY: AJD	CHECKED BY: JD
DESCRIPTION: 20' WATER LINE EASEMENT- LANDS OF REDWOOD TIMBER CO. LLC	SCALE: NO SCALE	DATE: 2/27/23
	JOB #: 8466-19	PAGE: 6 OF 6

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 Apr. 14, 2023 - 11:01am

## **EXHIBIT "C"**

### **TERMS AND CONDITIONS OF PERMANENT EASEMENT**

#### **Trimming**

Easement holder may from time to time, trim or cut down, without easement holder paying compensation, any and all trees and brush now or hereafter located within said Permanent Easement.

#### **Ingress/Egress**

Easement holder, and its employees, contractors, agents and assigns ("Authorized Users") shall have the right of reasonable egress and ingress over and across the remaining servient larger parcel to allow for access to personnel, vehicles, and construction equipment, to, from, and along the Permanent Easement at any time, without prior notice, including the right to use existing roadways, driveways, drive aisles, and parking areas, if any, within the larger parcel as shall be convenient and necessary to access the Facilities and/or the Permanent Easement; provided however, that nothing shall prevent or limit landowner's right to close such roadways, driveways, drive aisles, or parking areas, if any, and to provide easement holder or its Authorized Users with comparable alternative access to the Permanent Easement.

#### **No Interference.**

Following the initial construction and installation of the Facilities in the Permanent Easement, any further use, maintenance, operation, alteration, addition to, inspection, repair, removal, reconstruction, and/or replacement of the Facilities by easement holder shall be undertaken in a manner so as to minimize interference with the use and operation of, and access to, landowner's larger parcel.

#### **Improvements.**

No building, fences, walls or other permanent structures of any kind, flammable substance, wells, reservoirs, or other obstructions, and no deep rooted trees, deep rooted shrubs or other plants or vegetation, shall be installed, constructed, erected, placed, planted or maintained within the Permanent Easement without prior written consent of the easement holder, which consent shall not be unreasonably withheld, conditioned or delayed. Nor shall the ground level in the Permanent Easement area be diminished or substantially added to, nor shall any fences be constructed that will interfere with the maintenance, repair and operation of said Facilities.

#### **Location.**

Easement holder and its Authorized Users shall have the right to mark the location of the Permanent Easement in a manner which will not interfere with the landowner's reasonable and lawful use of the Permanent Easement and will not interfere with its customary business operations.

**Exclusivity.**

Except for preexisting easements, if any, no other easement or easements shall be granted within the Permanent Easement without the prior written consent of easement holder, which consent shall not be unreasonably withheld, conditioned or delayed. Landowner shall have the right to use the surface of the Permanent Easement for any purpose that does not interfere and is not inconsistent with the rights granted to easement holder under this Easement.

**Compliance with Laws.**

Easement holder is responsible for any damage to landowner's property caused by easement holder's or the Authorized Users' activities related to the Easement. In the event easement holder's or Authorized Users' activities damage landowner's larger property, then subject to any restrictions set forth herein, easement holder shall restore the damaged area to its prior condition to the best it is able. Any work performed by easement holder or the Authorized Users in the Permanent Easement must be performed in a good and workmanlike manner and easement holder shall be solely responsible for obtaining all applicable permits necessary to install, repair, maintain and/or replace the Facilities.

**Indemnity.**

Easement holder shall indemnify, defend and hold harmless landowner from and against any action, cause of action, liability, suit, costs and expenses (including court costs and reasonable attorneys' fees), claim, liens (including mechanics' liens), or demand whatsoever (collectively, "Claims") brought or asserted by any third person whomsoever, at law or in equity, arising out of or in connection with easement holder's installation, repair, maintenance and/or operation of the Facilities in the Permanent Easement, or use of the Permanent Easement, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by landowner's comparative negligence or willful misconduct.

**Hazardous Substances.**

Nothing contained herein shall authorize easement holder or the Authorized Users to bring Hazardous Substances onto the Permanent Easement, or authorize any release of Hazardous Substances in, on, under or from same. For the purposes of this Easement, Hazardous Substances (or any derivation thereof) means any and all hazardous materials, toxic substances, chemicals, contaminants, pollutants, solid wastes or waste, as defined by any applicable environmental law, and also includes, but is not limited to, any lead paint, mold, radon, petroleum, petroleum products, petroleum by products, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous waste, toxic substances, toxic chemicals, chemicals, pesticides, radioactive materials, polychlorinated byphenols, methane, soil vapor, gas, linoleum, and surface and subsurface man-made media left at or underneath the larger property, and any other element, compound, mixture, solution, substance, material, waste or the like which may

pose a present or potential danger to human health and safety, biota or the environment.

**Assignment.**

Easement holder shall have the right to assign any portions, or all of the rights granted under this Easement.