

SUBTENANT AGREEMENT
(GUN CLUB)

THIS SUBTENANT AGREEMENT ("Agreement") is effective as of 06/27/19 by and between LONG PRAIRIE GUN AND ARCHERY CLUB, a mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law of the State of California ("Sublandlord") and County of Humboldt, a political subdivision of the State of California ("Subtenant").

WHEREAS, the Sublandlord leases approximately 16 acres of real property owned by Green Diamond Resource Company ("Green Diamond") and located in the Southeast quarter of Section 2, Township 6 North, Range 2 East, Humboldt Meridian, as identified as Area 1 and 2 in Exhibit A hereto (the "Range") on which the Subtenant desires to conduct pistol, rifle, shotgun, and archery shooting (the "Activities"); and

WHEREAS, the Subtenant desires to sublease the Range (Area 1 and/or Area 2) together with nonexclusive access across the property of Green Diamond through the "Access Area" shown on Exhibit A and subject to the terms and conditions of this Agreement; and

WHEREAS, Sublandlord may sublease the Range provided that Subtenant subordinates its operational use rights to the terms and conditions of the Lease between Green Diamond and Sublandlord without Subtenant undertaking additional obligations not expressly set forth herein; and

WHEREAS, the undersigned representative of the Subtenant is authorized to enter into this Agreement binding the Subtenant to lease the Range and the Access Area (together the Premises) subject to the terms and conditions of this Agreement; and

WHEREAS, the Sublandlord is willing to grant to Subtenant the non-exclusive privilege to use the Premises for the Activities in accordance with the terms and conditions hereof.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Sublandlord, the parties agree as follows:

1. AUTHORIZED USE

The Sublandlord hereby grants to the Subtenant a non-exclusive, revocable right to use the Premises for the limited purposes stated herein, and the Subtenant hereby accepts the same, subject to the terms and conditions of this Agreement.

A. The Subtenant may use the Premises solely for a pistol, rifle, shotgun (stationary targets), and archery shooting range and incidental and related activities of its authorized officers, agents, employees and volunteers as defined herein this agreement. (the "Authorized Use").

B. Cannons may be used at the range for special events. Projectiles fired will be confined to the leased range area and will be cleaned up (removed) immediately following the event.

C. Heavy artillery and fireworks are specifically excluded and prohibited from use on the Premises.

2. TERM

The term of this Agreement shall be for the period beginning on January 1, 2019 and terminating on the earlier of December 31, 2019 or the expiration or termination of the lease between Green Diamond and Sublandlord.

3. RESERVATIONS, CONFINEMENT OF ACTIVITIES AND NON-INTERFERENCE

A. It is acknowledged that Green Diamond is the owner of the Premises and the properties surrounding the Premises.

B. Subtenant agrees to use only the Premises, confining all activity thereto, including vehicular parking, and to prevent entry upon Green Diamond's other lands.

C. Green Diamond and Sublandlord reserve the right to enter and inspect the Premises. In the event Sublandlord fences the Premises, Sublandlord shall furnish a key or combination to Subtenant.

D. Subtenant agrees that Subtenant's ability to use the Premises is contingent upon the suitability of the Premises for Subtenant's Activities and Sublandlord's ability to obtain all necessary governmental approvals, if any.

E. By acceptance of this Agreement, Subtenant acknowledges that the property surrounding the Premises is commercial timberland, and Green Diamond manages its property for timber production including, but not limited to, harvesting, slash burning, and herbicide application. Subtenant shall exercise its privileges under this Agreement so as to avoid any interference with Green Diamond's use of its own property as commercial timberland or with the exercise by other permittees of privileges that Green Diamond may grant for use of the Access Area and property surrounding the Premises. Subtenant further agrees that it will not object to any lawfully conducted timber harvesting, management activities and/or development of property carried out by Green Diamond or its agents, other lessees, contractors, successors, or assigns.

F. Subtenant shall not construct any new structures or install any new septic or utilities or attach utilities to trees on the Premises.

G. Green Diamond will not be responsible for interference with, interruption of, or failure of Subtenant's Activities.

H. Green Diamond and Sublandlord reserve the right to cross, recross, and use the Access Area and other roads appurtenant to or located on the Premises at any time.

4. MAINTENANCE AND ADDITIONAL CONDITIONS OF USE

A. Subtenant agrees to comply with all applicable governmental laws, rules, statutes, regulations, and permits relating to Subtenant's Activities, and to do so at Subtenant's cost. Subtenant's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by Green Diamond and applicable to the Premises, including, without limitation, incidental take permits held by Green Diamond of which Green Diamond provides advanced notice to Subtenant. Sublandlord reserves the right to require Subtenant to take affirmative steps to review and comply with permits noticed by Sublandlord and to promptly comply when Sublandlord requests specific action on a requirement applicable to Subtenant's use of the Premises.

B. Subtenant shall promptly report to Sublandlord and Green Diamond any violations of any laws, regulations, or permits relating to the Activities of which Subtenant has knowledge and shall promptly send to Sublandlord a copy of any notice of violation received by Subtenant that relates to the Activities. A copy of all citations or other written documents Subtenant receives from any agency shall accompany the notice of violation. Subtenant shall provide Sublandlord and Green Diamond with copies of all correspondence to and from government agencies relating to any permits or regulations affecting (or claimed by any persons to affect) operations under this Agreement. Subtenant shall promptly notify Sublandlord and Green Diamond of any litigation or agency enforcement action arising in connection with this Agreement, including environmental actions, tax disputes, and bankruptcy proceedings of Subtenant or its contractors.

C. Subtenant shall take reasonable care to prevent wildfires from igniting on or spreading from the Premises. If a wildfire should occur on or near the Premises Subtenant shall immediately notify Green Diamond, Sublandlord and appropriate government agencies and shall make its on-site equipment available to help suppress or contain the fire. Subtenant shall comply with all fire prevention and suppression measures that Sublandlord may specify from time to time relating to Subtenant's use of the Premises. Subtenant shall comply with all applicable state fire safety standards including requirements (if any) to maintain special equipment in vehicles. Subtenant shall reimburse Green Diamond for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by operations of Subtenant, its contractors or personnel, at the Premises, even if not attributable to negligence by Subtenant or its agents.

D. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Green Diamond's operations, Sublandlord shall notify Subtenant's representative and Subtenant shall immediately suspend use of the Premises or take steps to remedy the situation as Sublandlord may direct.

E. Subtenant agrees to cease using vehicles on Green Diamond's roads, during the period from May 15th to October 15th, when weather conditions make driving hazardous or may have a detrimental impact to the environment including, but not limited to, the occurrence of rain in sufficient quantity and duration that driving would result in rutting and deformation of the road surface, degradation of water bars, or tracking of mud onto public roadways.

F. Subtenant agrees to use only ATVs on unsurfaced seasonal roads during the winter period. The winter period is defined as the period from October 16th through May 14th. Any damage caused by the Subtenant to drainage or erosion control structures by using ATVs on any road will be repaired by Subtenant immediately following damage. Exceptions need prior written approval of Sublandlord.

G. Subtenant shall obey all posted traffic and speed regulations on Green Diamond's roads.

H. If any portion of the Premises requires access through a locked gate owned or maintained by Sublandlord, Sublandlord shall issue copies of key(s) needed to open gates for the access provided herein. Subtenant shall pay a one hundred dollar (\$100) key deposit with the first Payment. The deposit shall be refundable when the key(s) is returned. The deposit is forfeited if for any reason the key is not returned within Fifteen (15) days upon request of the Sublandlord. Subtenant shall not copy the key(s) provided by Sublandlord unless permitted to do so in writing by Sublandlord. Subtenant shall return any key(s) that has been so issued in the event of termination of this Agreement. Subtenant shall keep road gates closed and locked unless otherwise instructed by a Sublandlord representative.

I. Subtenant shall repair all damage to and deterioration of Green Diamond's roads in the Access Area when such damage or deterioration is caused by Subtenant's use of access rights granted herein.

J. Subtenant shall obtain prior written permission from Sublandlord's authorized representative before gating, obstructing, or storing equipment on the Access Area, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Green Diamond. Subtenant shall at no time be allowed to, or allow others to, dump or deposit any waste, debris, fill, soil, or other material from outside the Premises upon any portion of the Premises.

K. Subtenant shall not construct any roads on the Premises.

L. **Nuclear free contractor:** Sublandlord certifies by its signature below that Sublandlord is not a Nuclear Weapons contractor, in that Sublandlord is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Sublandlord agrees to notify Subtenant immediately if it becomes a nuclear weapons contractor, as defined above. Subtenant may immediately terminate this Agreement if it determines that the foregoing certification is false or if Sublandlord becomes a nuclear weapons contractor.

M. **Smoking:** Pursuant to Humboldt County Code Section No. 971-1 et seq., County owned, leased or occupied premises are smoke free. Sublandlord shall comply with ordinance.

5. ACCESS TO AND USE OF THE PREMISES

The Subtenant shall enter the Premises under this Agreement solely by way of the existing road from Highway 299. The Subtenant shall use care at all times while using the Premises under this Agreement and shall:

- A. Keep all gates locked when the Premises are not used by the Subtenant.
- B. Keep the access road to the Highway and the gateway entering the Premises clear.
- C. Maintain the Premises in an orderly, clean, and sanitary manner free of all trash, litter and debris at all times, including reasonable cleanup and removal of debris and ammunition casings following range use.
- D. All discharged bullets shall be directed into one of the operational berms. Operational berms presently include the 25 yard berm on the pistol range, the 100, 200, and 300 yard berms on the rifle range and the berms of the 5 action bays, located behind the 25 yard berm.
- E. Allow no more than forty (40) persons to utilize the Premises in a day.

6. SAFETY

A. The Subtenant shall conduct its activities and be responsible to see that all Activities conducted by its members are undertaken in accordance with the highest safety standards and safeguards applicable to the Activities.

B. The Subtenant and its authorized officers, agents, employees and volunteers as defined herein this agreement, shall comply with all safety rules issued or posted by Green Diamond or the Sublandlord, including but not limited to those set forth in Sublandlord's Standard Operating Procedures. The presence and use of alcoholic beverages is strictly prohibited on the Premises at all times. The Subtenant shall closely supervise at all times any and all minors under the age of 18 who are engaged in Activities on the Premises under this Agreement.

C. Sublandlord may require Range Master(s) and/or specially designated Range Safety Officers to be present during Subtenant's use of the Premises.

7. INDEMNITY

The Subtenant agrees to protect, indemnify and hold Green Diamond, its agents and employees harmless from any and all claims, damages, losses, liabilities, suits, actions, causes of action or expenses of any nature whatsoever, whether for damage to property, injury to persons or otherwise, connected with, caused by or in any way arising out of the Subtenant's use or occupancy of the Premises or by virtue of non-performance or performance by the Subtenant of the terms and conditions of this Agreement. In the event of any default in the performance of any agreement and/or condition herein contained, this Agreement, at the Sublandlord's option, may be considered as immediately terminated and canceled, and no further rights of the Subtenant hereunder shall exist, upon the service of notice in writing thereof to the Subtenant. Notwithstanding any provision to the contrary contained in this Agreement, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

8. HAZARDOUS MATERIALS PROVISIONS.

A. With the exception of Hazardous Material and their effects resulting during the use of the Premises prior to the execution of this Agreement, Subtenant hereby agrees to indemnify Green Diamond and the Sublandlord and to hold Green Diamond and the Sublandlord harmless from and against any and all loss, liability, damage, injury, cost, expense and claim of any kind whatsoever (including but not limited to property damage or personal injury and death) paid, incurred or suffered by, or asserted against, Green Diamond or the Sublandlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Material arising out of, in connection with or in any manner related to the use or occupancy of the Premises by the Subtenant or Subtenant's invitees, including, without limiting the generality of the foregoing, any loss, liability, damage, injury, cost, expense, or claim asserted or arising under any Environmental Law. Notwithstanding any provision to the contrary contained in this Agreement, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

B. As used herein the term "Environmental Law" shall mean, any federal, state, local or foreign law, statute, decree, ordinance, code, rule or regulation, including, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act of 1976, and any federal, state or local so-called "Superfund" or "Superlien" law or ordinance relating to the emission, discharge, release, threatened release into the environment of any pollutant, contaminant, chemical, hazardous, toxic or dangerous waste, substance or material (including, without limitation, ambient air, surface water, groundwater or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of such substances and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder. As used herein, the term "Hazardous Material" shall mean any pollutants, contaminants, chemicals, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law now or at any time hereafter in effect, including,

without limitation of asbestos, PCBs, or other substances defined as "hazardous substances" or "toxic substances" in any Environmental Law.

C. Subtenant agrees to assist Sublandlord at no cost to Subtenant in its reasonable efforts to collect and lawfully dispose of lead waste that accumulated on the Premises from the inception of the Simpson Rifle Association club to the date of execution of this Agreement. Subtenant shall assist Sublandlord, at no cost to Subtenant, to implement best management practices for collection and lawful disposal of lead waste ("Lead Management") within the Range accumulating after the date of execution of this agreement. Subtenant's Lead Management shall comply with the Environmental Protection Agency's (EPA's) "Best Management Practices for Lead at Outdoor Shooting Ranges" which is available on-line at: <http://www.epa.gov/region2/waste/leadshot>.

9. INSURANCE

During the term of this Agreement, the Subtenant, at its expense, shall procure insurance with companies satisfactory to Green Diamond and the Sublandlord covering the Subtenant against risks and with minimum limits as indicated below:

A. **Workers Compensation (Statutory amount) and Employer's Liability (\$1,000,000), if applicable.**

B. **Commercial General Liability insurance of \$2,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Products and Completed Operations and Cross Liability.**

C. **Commercial Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit of Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles.**

D. **The policies specified in 9.B. and 9.C. above shall include an endorsement that shall name Green Diamond Resource Company and Long Prairie Gun and Archery Club as an additional insured on a primary basis for the duration of the Agreement term. The additional insured endorsement must be ISO CG20 10 10 01 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.**

E. **The policies specified 9.A., 9.B., and 9.C., above shall include an endorsement that shall provide that the Sublandlord be given a thirty (30) day written notice prior to cancellation of the policy.**

F. **All liability coverages must be on an "occurrence" basis as opposed to "claims made".**

G. **All insurance shall be in a form sufficient to protect the Subtenant, Green Diamond, and the Sublandlord against the claims of third persons, and to cover claims by the Green Diamond against the Subtenant for which the Subtenant has assumed liability under this Agreement.**

H. **Subtenant hereby waives any subrogation claim against Green Diamond Resource Company by its insurers under the policies specified in subsections 9.A., 9.B., and 9.C. above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in subsections 9.A., 9.B., and 9.C. shall include an endorsement allowing this waiver of subrogation claims.**

I. Prior to commencement of this Agreement, the Subtenant shall furnish the Sublandlord and Green Diamond with a copy of the endorsement naming Green Diamond as an additional insured and certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Green Diamond and the Sublandlord and containing a representation that coverage of the types listed in this Section 9 above is provided with the required limits. Such certificates shall be sent to Sublandlord and Green Diamond at the address provided below.

10. LIENS AND OTHER CLAIMS

In all matters relating to this sublease, the Subtenant agrees that it (i) will not file, assert, foreclose, cause, or permit any lien, claim, or other encumbrance against any property of the Green Diamond by reason of any actions, inactions, or other matters within the Subtenant's control, (ii) will and hereby does waive and release all liens, claims of lien, and rights to lien that the Subtenant may have or acquire against the Green Diamond under any statute or law, and (iii) shall indemnify, defend, and hold Green Diamond harmless from any such lien, claim, or other encumbrance and related costs and expenses, including actual attorney's fees. At Green Diamond's request, the Subtenant shall furnish satisfactory evidence of payment of all claims or other obligations that are or might give rise to a lien, claim, or other encumbrance on any property of Green Diamond. If such evidence is not promptly furnished, Green Diamond and the Sublandlord have the right to pay any such claim and to deduct the amount thereof from any payment or payments due the Subtenant, or require the Subtenant to furnish a bond sufficient to satisfy such lien or encumbrance. The Subtenant agrees to pay all costs, expenses, and actual attorney fees incurred by the Sublandlord or Green Diamond as a result of any claim, lien, or encumbrance made, suffered, or done by the Subtenant.

11. TERMINATION

In the event of a violation of this Agreement by the Subtenant, Green Diamond or the Sublandlord's authorized representative will notify the Subtenant's representative who will immediately suspend the Subtenant's activities and all of its authorized officers, agents, employees and volunteers as defined herein this agreement activities or take steps immediately to remedy the violation at the discretion and direction of the Sublandlord or Green Diamond. It is specifically agreed that either party to this Agreement may terminate the Agreement prior to its expiration date for any reason by giving thirty (30) days' prior written notice to the other party. It is agreed that the Indemnity requirements contained in Sections 7 and 8 shall survive the expiration or earlier termination of this Agreement.

12. PAYMENT

In consideration for the license to use the Premises, the Subtenant agrees to pay Sublandlord the sum of Five Dollars (\$5.00) per person utilizing the Premises for each day of use, with a minimum use fee of \$50.00 for each day of use. The minimum use fee may be waived by the Sublandlord, when agreed to in advance with the Subtenant (in writing). Said sum shall be paid no later than thirty (30) days after such use to the Sublandlord, unless otherwise agreed to be paid on a quarterly basis (end of the followings months; March, June, September and December) at:

Attn: Board of Directors Sub-Agreement Payment
Long Prairie Gun and Archery Club
P. O. Box 416
Arcata, CA 95521

13. THIS AGREEMENT:

- A. Shall not be recorded in the real property records of the County where the Premises are located.
- B. Is the entire agreement between the parties relating to the subject matter covered herein.
- C. Supersedes all prior negotiations, representations, and undertakings with respect to the activities during the time period described herein.
- D. May not be modified except in writing signed by authorized representatives of both parties.
- E. May not be assigned by the Subtenant without the Green Diamond's prior written consent.
- F. May be executed in two or more counterparts, each of which shall be deemed an original.
- G. Is intended to be enforceable by Green Diamond as a third-party beneficiary of its terms.

14. NOTICES

Any notices required or desired to be given under this Agreement shall be in writing and shall be effective upon the earlier of: (i) when actually delivered by any generally accepted means of business communications, or (ii) three (3) days after being deposited in the mail, postage prepaid, certified, return receipt requested to the address set forth below, or to such address as such party shall subsequently designate in writing. The representative of Subtenant designated for the purposes of notice to Subtenant shall also act as a liaison between Subtenant and Sublandlord.

Green Diamond:

Attn: Administrative Forester
Green Diamond Resource Company
P.O. Box 68
Korbel, California 95550

Sublandlord:

Long Prairie Gun and Archery Club
P. O. Box 416
Arcata, CA 95521

Subtenant:

Attn :
County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501

15. SCHEDULING

Subtenant shall provide not less than two (2) weeks notice to Sublandlord for scheduling Subtenant's use of the Premises. Subtenant shall only use the Premises on weekdays unless authorization for weekend use is given by Sublandlord. Scheduling shall be conducted on a first come, first served basis

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

SUBTENANT:

(SEAL)
ATTEST:
CLERK OF THE BOARD
BY [Signature]

COUNTY OF HUMBOLDT
BY [Signature]
CHAIRPERSON, Rex Bohn
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

APPROVED AS TO FORM:
COUNTY COUNSEL
BY [Signature]
DEPUTY

INSURANCE CERTIFICATES
REVIEWED AND APPROVED
BY [Signature]
RISK MANAGER

SUBLANDLORD:

Date: 06/27/2019

LONG PRAIRIE GUN AND ARCHERY CLUB

By [Signature]
Stephanie Casey, Events Chairperson

APPROVED AND ACCEPTED:

Dated: 07/09/2019

GREEN DIAMOND RESOURCE COMPANY

DocuSigned by:
By: [Signature]
Name/Title: President & General Manager

Exhibit A - Map

