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Lease

This Lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and The Carrington Company, a California corporation, hereinafter referred to as LESSOR;

WHEREAS, COUNTY desires to lease premises for COUNTY offices and LESSOR desires to lease the premises described herein to COUNTY;

WHEREAS, COUNTY desires the premises to be remodeled to accommodate the COUNTY offices and LESSOR desires to remodel the premises;

NOW, THEREFORE, it is mutually agreed as follows:

1.1 PREMISES

LESSOR leases to COUNTY and COUNTY leases from LESSOR approximately Three Thousand Five Hundred (3,500) square feet of office space in the following building located in 627 H Street, Eureka, County of Humboldt, State of California (APN: 001-151-006-000), "PREMISES" as shown on Exhibit A, which is attached hereto and incorporated herein.

In addition to the leased premises, LESSOR shall permit the COUNTY to use those certain portions of the Adjacent Parking Area reflected in the Exhibit A and is hereinafter defined (which for the avoidance of doubt is not deemed part of the premises) and located in the adjacent parcel located at 635 H St, Eureka, CA (APN: 001-151-005-000) per Section 21.1 PARKING.

2.1 USE OF PREMISES

The premises shall be used by COUNTY for county offices as determined by COUNTY. At the commencement of this Lease COUNTY intends to use the premises as office space, initially occupied by Conflict Counsel.

3.1 COUNTY CONCEPTUAL SPACE LAYOUT

COUNTY has provided to the LESSOR a conceptual space layout as shown in Exhibit B – Conceptual Space Layout and Program, attached hereto and incorporated for use by LESSOR's consultant to initiate the design process.

3.2 LESSOR CONSULTING SERVICES

LESSOR shall contract for independent consultant services as described in Exhibit C – Scope of Consultant Services at the expense of the LESSOR which is attached hereto and incorporated herein by reference. The agreement between the LESSOR and the consultant shall include certain terms and conditions as set forth in Exhibit D – Consultant Contract Terms and Conditions which is attached hereto and incorporated herein by

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reference. The Lessor and its consultant service shall follow the construction protocols as set forth in Exhibit E – Construction Protocols, which is attached hereto and incorporated herein by reference.

Within Sixty (60) days of COUNTY'S receipt of Construction Documents as specified in Section 3c and 3d of Exhibit C – Scope of Consultant Services, COUNTY will negotiate in good faith with LESSOR an Amendment to this Lease for the construction of the proposed tenant improvement. The Amendment will specify reimbursement fees to LESSOR for cost to complete construction of COUNTY'S proposed tenant improvements with an amortized carrying fee.

### 4.1 QUIET ENJOYMENT

Subject to the provisions of this Lease and conditioned upon performance of all the provisions performed by COUNTY hereunder, LESSOR shall secure to COUNTY during the term the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

### 5.1 TERM OF LEASE

The term of this lease ("Lease Term") shall commence on the Commencement Date being the first of the month following the date of Exhibit F – Receipt of Notice of Completion, and shall end upon the expiration of ten (10) years following said Commencement Date, subject to any option, renewal or extension rights of COUNTY as provided for in this lease. The initial term of ten (10) years is hereinafter referred to as the "Lease Term" or "Initial Term".

### 5.2 OPTION TO EXTEND TERM

COUNTY has the option to extend this lease, upon the same terms and conditions, for two (2) five (5) year terms. Each option may be exercised by COUNTY giving LESSOR written notice of its intent to extend the lease. The notice shall be in writing and shall be given to LESSOR one-hundred eighty (180) days prior to the end of the initial term or any five (5) year term extension.

### 5.3 HOLDING OVER

Any holding over with LESSOR's consent beyond the term of this lease shall be a month to month tenancy, with all the terms and conditions of this lease, including but not limited to rent calculations.

### 6.1 RENT

COUNTY shall pay to LESSOR as rent for the leased premises a monthly rental during the Lease Term as follows:

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**Six Thousand Six Hundred Fifty dollars (\$6,650.00), or One Dollar and Ninety Cents (\$1.90) per Square Foot.**

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.

Commencing on the first day of the second year and continuing each year thereafter during the initial term and any option terms, annual rent shall be increased by three percent (3%).

7.1 BUILDING STANDARDS AND COMPLIANCE WITH LAWS

LESSOR covenants and warrants that the premises have been constructed and any remodeling performed by LESSOR was in accordance with all local, state and federal laws and regulations, including but not limited to, the Americans with Disabilities Act. LESSOR further agrees to comply with any federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments during the term of this lease including any term extensions.

LESSOR shall supply and install fire extinguishers in compliance with current building and fire codes.

COUNTY shall have the right to terminate this Lease upon seven (7) days written notice if any of the above mentioned applicable laws, standards, or criteria are not complied with, provided however, LESSOR shall have an automatic period of thirty (30) days beyond the receipt of COUNTY's written notice of termination to perform such repairs as required to comply with the above mentioned applicable laws, standards, or criteria (except that additional time shall be automatically granted when the repairs require more than thirty (30) days for performance and LESSOR commences the repair within thirty (30) day period, diligently pursues the repairs to completion and informs COUNTY of the status of said repairs).

For work performed by LESSOR under the terms of this Lease, LESSOR hereby guarantees to COUNTY to rectify, at LESSOR's sole cost and expense, any defects, shrinkage, or faults in such work.

8.1 ACCESS

LESSOR shall notify COUNTY at least Forty-Eight (48) hours of any access required within said premises in the event of any modifications or inspections to allow the COUNTY to prepare for such access.

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9.1 SMOKING

Pursuant to Humboldt County Code §971-1 et seq., smoking shall be prohibited in all COUNTY owned, leased, rented or controlled premises. LESSOR shall comply with said provision.

10.1 UTILITIES

LESSOR agrees to furnish and pay for all charges for propane and/or gas, refuse collection, electricity, water and sewer supplied to and used in the leased premises by COUNTY. COUNTY shall pay for its own telephone and communications services.

11.1 JANITORIAL

COUNTY shall be responsible for janitorial services.

12.1 MAINTENANCE AND REPAIRS

During the term of this Lease or any extension thereof, LESSOR shall maintain the premises in good repair and tenantable condition so as to minimize breakdowns and loss of COUNTY'S use of the premises caused by deferred or inadequate maintenance. LESSOR shall be responsible for all maintenance and repairs to the premises including, but not limited to, the interior and exterior of the building, landscaping, parking lot, heating, ventilation and air conditioning unit (HVAC), fire extinguishers, and window glass, except for the following:

- A. Light bulbs (excluding fixtures and ballasts).
- B. Minor plumbing, such as repairing of faucets, toilets, and the unstopping of toilets and sinks.
- C. Any repairs caused by negligence of COUNTY personnel, its agents, or guests of the COUNTY.
- D. Any repairs to phone system, computers, or security system or installation thereof.

The HVAC system shall be maintained and operated by LESSOR to provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, California Administrative Code, in effect at the time the building permit was issued.

The HVAC system shall be inspected each year by a qualified inspector. LESSOR shall notify COUNTY when the inspection shall occur. LESSOR shall provide COUNTY with a copy of the inspection report within five (5) business days of receipt by LESSOR. LESSOR shall correct any problems found during the inspection within ten (10) days of the date of the inspection.

LESSOR shall change the HVAC filters quarterly.

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LESSOR shall clean the HVAC vents quarterly.

LESSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.

LESSOR shall have ten (10) days after notice from COUNTY to commence to perform its obligations under this section, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LESSOR does not perform its obligations within the time limitations in this section (provided that LESSOR has not otherwise objected, in good faith, in writing that such repair obligation was not in actuality a LESSOR repair obligation per the Lease), COUNTY, after notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LESSOR'S obligations. If LESSOR does not reimburse COUNTY within ten (10) days after demand from COUNTY, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made. Such confirmation shall be made as provided in Section 30.1 - NOTICE of this Lease.

### 13.1 IMPROVEMENTS AND ALTERATIONS

COUNTY may make non-structural alterations or improvements to the premises to accommodate COUNTY'S use of the premises. However, COUNTY shall not make any alterations or improvements to the leased premises without the prior written consent of LESSOR. Such consent shall not be unreasonably withheld.

COUNTY, at its own cost, may install in the premises the equipment needed for telecommunication system and computer terminals including, but not limited to, the following:

- A. Telephone cable;
- B. Access control devices;
- C. Intercom system;
- D. Telephones;
- E. Answering machines; and
- F. Security system including, but not limited to, horns, strobes, fire and smoke alarms, wiring, keypads, pull stations and related equipment.

Upon termination of this Lease, COUNTY shall have the right to remove from the premises any such equipment installed by COUNTY.

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14.1 INSTALLATION AND REMOVAL OF TRADE FIXTURES

COUNTY may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as COUNTY deems desirable and all such fixtures, signs and equipment shall remain the property of COUNTY and may be removed at any time provided that COUNTY, at its expense, shall repair any damage caused by reason of such removal. All such fixtures, signs and equipment that are exterior to the building shall be approved by LESSOR.

15.1 COUNTY'S RIGHT TO ERECT SIGNS

COUNTY shall have the right to erect and maintain upon the premises all signs that it deems appropriate. LESSOR agrees that no signs or advertising matter other than COUNTY's of any nature shall be permitted upon any of the premises. LESSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. LESSOR and COUNTY shall mutually agree as to the location, number of, size, and style of any signs.

16.1 REAL PROPERTY TAXES

LESSOR shall pay all real property taxes and general and special assessments levied and assessed against the premises.

17.1 HOLD HARMLESS/INDEMNIFICATION

A. LESSOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LESSOR'S duties and obligations under this Lease and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. COUNTY shall indemnify, defend and hold harmless LESSOR and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Lease and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of LESSOR.

C. Acceptance of insurance, if required by this Lease, does not relieve LESSOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LESSOR'S operations regardless if any insurance is applicable or not.

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D. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

18.1 LESSOR'S INSURANCE

This Lease shall not be executed by COUNTY and LESSOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting LESSOR'S indemnification provided for herein, LESSOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LESSOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

LESSOR is responsible for providing "All-Risk" Property Insurance for this location. The parties hereto acknowledge that LESSOR is under no obligation to carry earthquake insurance.

C. Workers' Compensation Insurance Coverage

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

19.1 COUNTY'S INSURANCE

Without limiting COUNTY'S indemnification provided herein, COUNTY shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Lease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no

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less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

COUNTY is responsible for providing an "All-Risk" Property Insurance for the contents of the property at this location.

C. Workers' Compensation Insurance Coverage

COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

20.1 SPECIAL INSURANCE REQUIREMENTS

Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. LESSOR

1. The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of LESSOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.



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- d. Does not contain a pro-rata, excess only, and/or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.
- f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 30.1 – NOTICE of this Lease. It is further understood that LESSOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LESSOR'S insurance and will not be called upon to contribute with it.

2. LESSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Lease by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and LESSOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

B. COUNTY

1. The Comprehensive General Liability Policy shall provide that LESSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to LESSOR, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Contains a cross liability, severability of interest or separation of insureds clause.
- d. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to LESSOR and in accordance with the Notice provisions set forth under Section 30.1 – NOTICE of this Lease. It is further

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understood that COUNTY shall not terminate such coverage until it provides LESSOR with proof satisfactory to LESSOR that equal or better insurance has been secured and is in place.

e. COUNTY shall furnish LESSOR with certificates and original endorsements effecting the required coverage of this Lease by LESSOR.

### C. COUNTY AND LESSOR

1. COUNTY and LESSOR agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorney's fees resulting from the failure to obtain such waiver.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

3. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to LESSOR, COUNTY, their officers, officials, employees, and volunteers.

### 21.1 PARKING

In addition to the leased premises, LESSOR shall permit the COUNTY to use the Adjacent Parking Area as is further described herein and is generally depicted on the attached Exhibit A, which is included in Section 6.1 – RENT of this Lease. COUNTY shall have the exclusive right to use and COUNTY reserves the right to mark such spaces as such, the four (4) off-street parking spaces in the Adjacent Parking Area, which shall include one ADA Compliant van accessible space, in the approximate location labeled as "COUNTY Exclusive Parking Area". Additionally, COUNTY shall have the non-exclusive right to use (on a first come, first serve basis) in common with LESSOR, but in no event open to the public, that certain area in the Adjacent Parking Area shaded in yellow and labeled "COUNTY Non-Exclusive Parking Area". The COUNTY Exclusive Parking Area and the COUNTY Non-Exclusive Parking Area shall collectively be defined to be (and referred to herein as) the "Adjacent Parking Area." LESSOR shall retain the exclusive right to use and LESSOR reserves the right to mark that certain area reflected in Exhibit A, labeled "LESSOR Exclusive Parking Area", and in no event shall COUNTY, their officers, officials, employees, volunteers or invitees be permitted to use the "LESSOR Exclusive Parking Area". LESSOR shall be responsible, at its sole cost and expense, for the (i) maintenance, repair and replacement obligations for the Adjacent Parking Area,

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and, (ii) to contract for and maintain general liability insurance and provide indemnity protection (as is further defined in Section 17.1 and Section 18.1 herein) for the Adjacent Parking Area.

### 22.1 DESTRUCTION OF PREMISES

In the event the premises are destroyed in whole or in part by fire or other casualty, LESSOR shall determine if repair or restoration to the premises is economically feasible and forthwith give notice to the COUNTY of its intent to repair or not to repair the premises. Should LESSOR intend to repair the premises, LESSOR shall forthwith give notice to COUNTY with the specific number of days required to repair or restore the same. If LESSOR under such circumstances does not commence with repair or restore the premises or fails to give notice within thirty (30) calendar days after such destruction or if such notice shall specify that such repairs will require more than one hundred eighty (180) days to complete from the date such notice is given, COUNTY may terminate this Lease upon written notice within seven (7) days of such notice from LESSOR.

If such casualty occurs and a portion of said premises is still usable by COUNTY, the rent shall be prorated on a square footage basis of usable space until the premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of COUNTY'S right to terminate this Lease as provided in this section.

In the event that the premises are destroyed in whole or in part by fire or other casualty, and the cost of restoring the same exceeds the then remaining rental for the unused portion of the term of this Lease, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by notice in writing to COUNTY within seven (7) days following the date of loss. LESSOR'S option to rebuild shall not constitute a waiver of COUNTY'S right to terminate this Lease, as provided in this section.

### 23.1 USE UNLAWFUL OR PREMISES CONDEMNED

If it becomes unlawful for COUNTY to conduct its intended operations on the premises, or if a portion of the premises or approaches thereto is condemned by public authority so that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises so that the premises become impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR seven (7) days-notice in writing of such termination.

### 24.1 PREMISES UNUSABLE

A. If COUNTY is prevented from using the PREMISES as a result of causes, such as flood, strikes, riots, insurrection, or other similar or different causes beyond the control of LESSOR and COUNTY, the premises shall become unusable from a practical standpoint. If the PREMISES remain unusable for a period of thirty (30) consecutive

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days or longer, then COUNTY may:

1. By notice in writing to LESSOR prorate the rent for the period of time the PREMISES are unusable from a practical standpoint; or

2. By notice in writing to LESSOR at any time prior to the date when this Lease would otherwise terminate, further extend this Lease without the requirement of the payment of rent for the period of time which the PREMISES were unusable from a practical standpoint.

B. Upon exercising the remedies set forth in Subsection A. of Section 24.1, after two-hundred seventy (270) consecutive days of the PREMISES being unusable from a practical standpoint, COUNTY may terminate this LEASE with thirty (30) days written notice. Notice shall comply with Section 30.1 NOTICE of this lease.

C. In the event COUNTY elects to exercise the remedies set forth in Subsection A of Section 24.1 for a period in excess of two hundred seventy (270) consecutive days, LESSOR reserves the right to terminate this Lease by giving COUNTY thirty (30) day prior notice in writing of such termination whereby COUNTY may elect to nullify said termination notice by resuming the full payment of rent within such thirty (30) day notice period.

D. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.

#### 25.1 NUCLEAR FREE CLAUSE

LESSOR certifies by its signature below that LESSOR is not a nuclear weapons contractor, in that LESSOR 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. LESSOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSOR becomes a nuclear weapons contractor.

#### 26.1 LESSOR DEFAULT

LESSOR shall be in default of this Lease if it fails or refuses to perform any material provision of this Lease that it is obligated to perform if the failure to perform is not cured within ten (10) days beyond any applicable cure or notice period otherwise provided in this Lease and after written notice of the default has been given by COUNTY to LESSOR. If the default cannot reasonably be cured within ten (10) days, LESSOR shall not be in default of this Lease if LESSOR commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

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27.1 COUNTY'S REMEDIES ON LESSOR'S DEFAULT

COUNTY, at any time after LESSOR is in default, can terminate this Lease or can cure the default at LESSOR'S cost. If COUNTY at any time, by reason of LESSOR'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSOR to COUNTY within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSOR. If LESSOR fails to reimburse COUNTY as required by this section, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.

28.1 TERMINATION

COUNTY reserves the right to terminate this Lease, upon seven (7) days written notice, for any cause or reason provided by the Lease itself, or by law, or upon the happening of one or more of the following:

- A. The making by LESSOR of any general assignment for the benefit of creditors.
- B. The failure of LESSOR to pay promptly when due all charges, fees, or other payments in accordance with this Lease.
- C. Subject to the terms and conditions of Section 26.1 – LESSOR DEFAULT, the failure of LESSOR to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by LESSOR or its employees.
- D. The violation of any of the provisions of this Lease.
- E. Subject to the terms and conditions of Section 22.1 – DESTRUCTION OF PREMISES, and Section 24.1 – PREMISES UNUSABLE, the building becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

29.1 COUNTY DEFAULT

COUNTY shall be in default of this Lease if it fails or refuses to perform any material provision of this Lease that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by

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LESSOR to COUNTY. If the default cannot reasonably be cured within ten (10) days, COUNTY shall not be in default of this Lease if COUNTY commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

30.1 NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

LESSOR:

The Carrington Company

If overnight to:

707 H Street  
Eureka, CA 95501

If regular mail to:

PO BOX 1328  
Eureka, CA 95502

COUNTY: County of Humboldt  
Public Works  
Real Property Division  
1106 Second Street  
Eureka, CA 95501

All insurance notices shall also be sent to:

County of Humboldt  
Human Resources – Risk Management Services  
825 Fifth Street, Room 100  
Eureka, CA 95501

Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

31.1 ASSIGNMENT

This Lease shall not be assigned by either party without the written consent of the other party. Such consent shall not be unreasonably withheld.

32.1 LEASE MODIFICATION

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This Lease may be modified only by subsequent written agreement signed by COUNTY and LESSOR.

33.1 LESSOR NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Lease, LESSOR is an independent contractor and not an officer, employee, or agent of COUNTY.

34.1 ATTORNEY'S FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Lease to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorney's fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35.1 WAIVER OF BREACH

The waiver by COUNTY of any breach of any provisions of this Lease shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Lease.

36.1 REMEDY FOR BREACH

In the event of breach of this Lease by LESSOR or COUNTY, COUNTY and/or LESSOR shall have all rights and remedies provided by law.

37.1 SURRENDER OF PREMISES

At the termination of this Lease, COUNTY shall surrender the building to LESSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the building which may be damaged by reason of fire, earthquake, the elements or other casualty.

38.1 BINDING EFFECT

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

### 39.1 JURISDICTION AND APPLICABLE LAWS

This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

### 40.1 PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST

The Premises have not undergone inspection by a Certified Access Specialist.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

### 41.1 ACCESSIBILITY COMPLIANCE

LESSOR shall be responsible for all local, state, and federal accessibility laws, standards, and regulations including, but not limited to, ADA compliance based the provisions as stated in Exhibit C – Scope of Consultant Services and Exhibit E – Construction Protocols.

### 42.1 INTERPRETATION

As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

### 43.1 ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.



44.1 COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

45.1 AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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Lease

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto upon the date first written above.

**COUNTY OF HUMBOLDT**

**LESSOR:**

BY: \_\_\_\_\_

TITLE: CHAIR  
BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE:

(SEAL)

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: RYAN SHARP

TITLE: \_\_\_\_\_

TITLE: DEPUTY CLERK  
BOARD OF SUPERVISORS

Lease

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto upon the date first written above.

COUNTY OF HUMBOLDT

LESSOR:

BY: \_\_\_\_\_

TITLE: CHAIR  
BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT

BY: 

NAME: GABE HAGEMANN

TITLE: VICE PRESIDENT

(SEAL)

BY: 

NAME: Michelle Merriam

ATTEST: \_\_\_\_\_

NAME: RYAN SHARP

TITLE: Director - Lease Administration

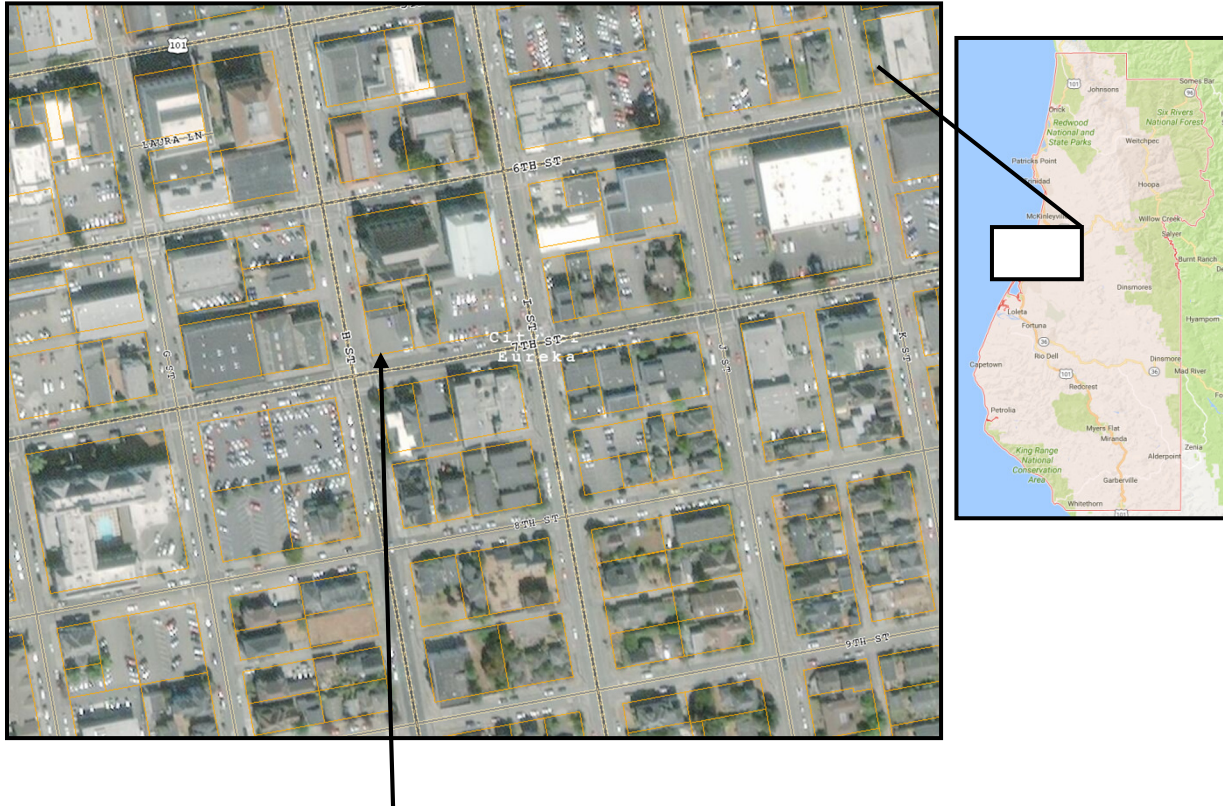
TITLE: DEPUTY CLERK  
BOARD OF SUPERVISORS

**LIST OF EXHIBITS:**

- Exhibit A – Premises
- Exhibit B – Conceptual Space Layout
- Exhibit C – Scope of Consultant Services
- Exhibit D – Consultant Contract Terms and Conditions
- Exhibit E – Construction Protocols
- Exhibit F – Receipt of Notice of Completion

Lease

Exhibit A – Premises – Sheet 1  
Premises Vicinity



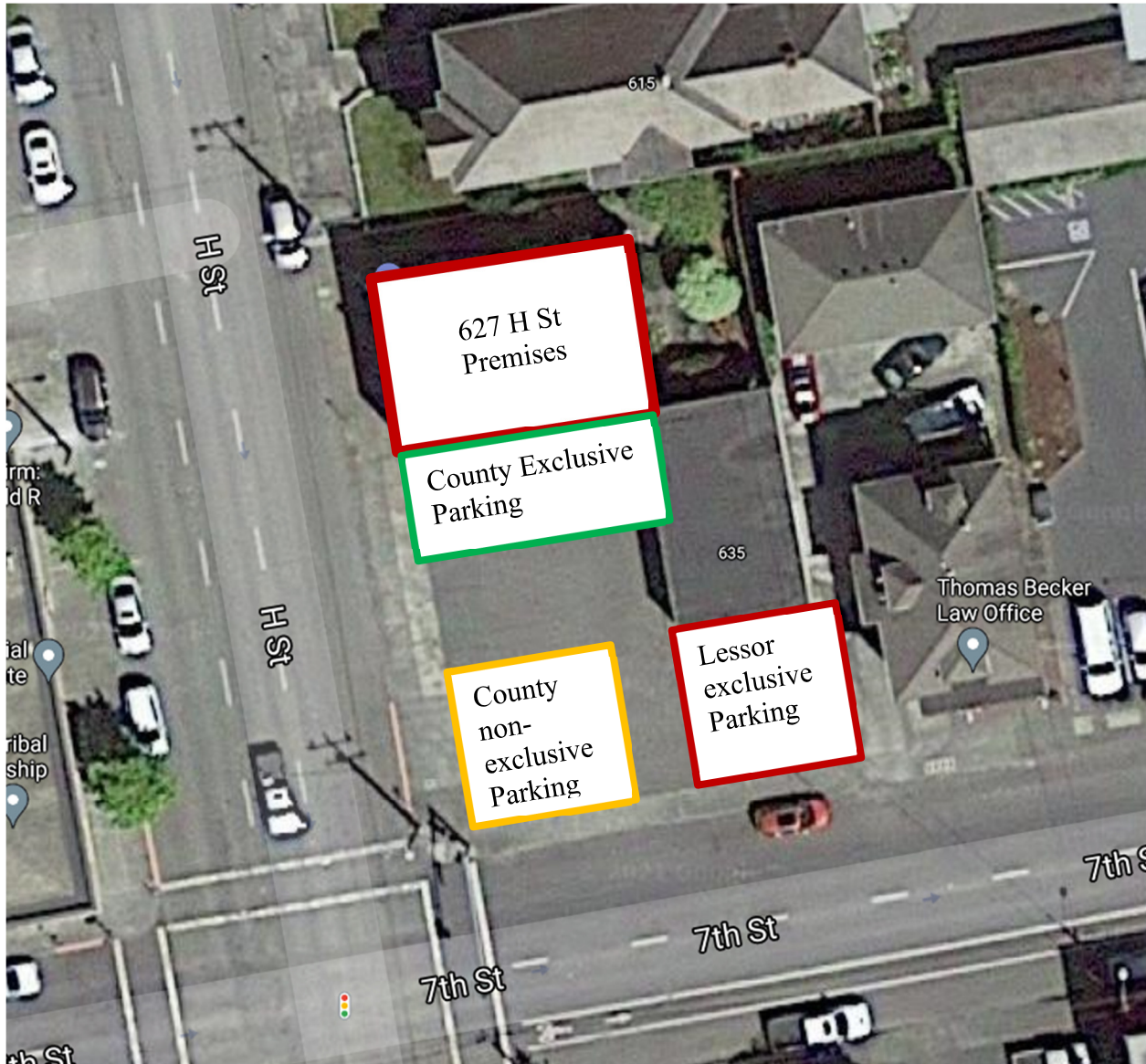
**\*\*LESSOR TO PROVIDE A SITE PLAN SHOWING THE PREMISES AND ADJACENT PARKING FIELD AND LOCATION OF PARKING STALLS\*\***

LEASED PREMISES AT 627 H St, (APN 001-151-006-000)

IN ADDITION TO LEASE PREMSIES the four (4) off-street parking spaces including one ADA Compliant van accessible space in the adjacent parcel located at 635 H St (APN: 001-151-005-000)

Lease

Exhibit A – Premises – Sheet 2  
Premises Detail and Parking Lot



Note: Final Parking lot design to be determined.

LEASE