

**LEASE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
EUREKA OLD TOWN, LLC**

This Lease Agreement (“Lease”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Eureka Old Town, LLC, a California Limited Liability Corporation hereinafter referred to as LESSOR,” is made upon the following considerations:

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. **PREMISES:**

Subject to the terms and conditions of this Lease, LESSOR hereby leases to COUNTY, and COUNTY leases from LESSOR, the premises located at The Professional Building 507 F Street, 510 5<sup>th</sup> Street and exclusive use of 80 parking spaces in the parking lots located at APN 001-104-002 and 001-146-008 as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

2. **USE OF PREMISES:**

- A. **Intended Use.** The leased premises shall be used by COUNTY for the purpose of providing office space for COUNTY personnel.
- B. **Unusable due to Destruction.** In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by providing written notice to COUNTY within seven (7) days following the date of loss. LESSOR’s option to rebuild shall not affect COUNTY’s right to terminate this Lease as set forth herein.
- C. **Unusable due to Illegality or Condemnation.** If it becomes unlawful for COUNTY to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent 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 to the extent that the premises becomes impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR seven (7) days advance written notice of termination.
- D. **Unusable for Intended Operations.** If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LESSOR and COUNTY, COUNTY may terminate this Lease upon seven (7) days written notice to LESSOR. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to COUNTY.

3. QUIET ENJOYMENT:

Subject to the terms and conditions of this Lease, LESSOR shall secure to COUNTY the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM OF LEASE:

- A. Initial Term. This Lease shall begin upon execution by both parties hereto and shall remain in full force and effect for a period of about ten (10) years, terminating on December 31, 2033, unless extended or sooner terminated as set forth herein.
- B. Option to Extend Lease Term. This Lease shall be automatically extended for two (2) five (5) year terms, upon the same terms and conditions set forth herein, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the initial term or any subsequent five (5) year extension thereof.
- C. Holding Over. Any holding over beyond the term of this Lease shall be a month-to-month tenancy which is subject to all of the terms and conditions set forth herein.

5. RENT:

- A. Monthly Rental Rates. For occupancy and use of the Leased Premises during the Initial Term and any Extension Term, COUNTY hereby agrees to pay LESSOR rent at a monthly rate of Sixty-Nine Thousand, Seven-Hundred Ninety-Two Dollars and Ninety-Three Cents (\$69,792.93) ("Rent").
- B. Payment. 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. Payment shall be made at the following address or such other place as LESSOR may designate in writing to COUNTY:

LESSOR: Eureka Old Town, LLC  
Attention: Megan Kramer, Manager  
1589 Myrtle Avenue  
Eureka, California 95501

- C. Annual Escalation. Commencing on October 1, 2024, and continuing each year thereafter for the term of this Lease and any extensions thereof, the annual rental rate set forth herein shall be automatically adjusted by three percent (3%). At no time shall rent be less than Sixty-Nine Thousand, Seven-Hundred Ninety-Two Dollars and Ninety-Three Cents (\$69,792.93).

6. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSOR fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation, policy, procedure or standard applicable to its performance hereunder.
- B. Termination without Cause. Either party may terminate this Lease without cause upon One-Hundred Eighty (180) days advance written notice which states the effective date of the termination. Should COUNTY remain in the premises after the termination of this Lease, the

monthly rental rate will automatically increase by Fifty Percent (50%) until the COUNTY has vacated the Premises.

- C. Termination due to Insolvency. COUNTY may immediately terminate this Lease, if LESSOR files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSOR seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.
- E. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSOR intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this Lease, COUNTY shall surrender the premises 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 premises which may be damaged by reason of fire, earthquake, the elements or other casualty.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. Construction Requirements. LESSOR hereby covenants and warrants that the premises have been constructed, and any remodeling done, in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.
- B. Licensure, Certification and Accreditation Requirements. LESSOR hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria established by any local, state or federal governmental agency.
- C. Life, Safety and Fire Protection Requirements. LESSOR shall supply, install and maintain life, safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in compliance with any and all applicable local, state and federal building and fire codes.
- D. Smoking Requirements. LESSOR hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by COUNTY.

8. UTILITIES:

LESSOR agrees to furnish, and COUNTY agrees to pay for all charges for gas, refuse collection, electricity, water and sewer supplied to and used in the leased premises by COUNTY. LESSOR shall invoice COUNTY for gas, plus a ten percent (10%) fee for monthly gas meter reading. COUNTY agrees to reimburse the LESSOR within sixty (60) calendar days upon receipt of the utility invoice. A ten percent (10%) late fee shall be included should COUNTY fail to fulfill the invoice within sixty (60) days. COUNTY shall pay for its own telephone, communications, electricity, water and sewer services.

9. JANITORIAL:

LESSOR shall be responsible for providing any and all necessary janitorial services to the premises as set forth in Exhibit B – Janitorial Services, which is attached hereto and incorporated herein by reference as if set forth in full.

10. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements. 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, without limitation, the interior and exterior of the building, including, but not limited to, landscaping, parking lot with associated striping and sealing, heating, ventilation and air conditioning system, fire extinguishers, elevator, window glass, exterior and interior doors with associated fixtures and flooring, except for the following: minor plumbing, such as repairing faucets, toilets and the unstopping of toilets and sinks; any repairs caused by the negligence of COUNTY personnel; any equipment installed by COUNTY, unless otherwise agreed upon in writing; and any repairs to phone systems, computers or security systems or the installation thereof. LESSOR hereby guarantees to rectify, at its own cost and expense, any defects, shrinkage or faults in any maintenance and repairs which LESSOR performs hereunder.
- B. Heating, Ventilation and Air Conditioning System Maintenance Requirements. The Heating, Ventilation and Air Conditioning ("HVAC") system shall be maintained and operated by LESSOR to provide at least the quantity of outdoor air required by the state building standards 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 seven (7) calendar days of receipt by LESSOR. LESSOR shall correct any problems found during the inspection within ten (10) days after the date of the inspection. LESSOR shall change the HVAC filters and clean the HVAC vents on a quarterly basis.
- C. Life, Safety and Fire Protection System Maintenance Requirements. LESSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.
- D. Performance Requirements. LESSOR shall have ten (10) calendar days after receiving notice from COUNTY to begin performing its obligations set forth herein, 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 set forth herein, COUNTY, upon providing notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sums actually and reasonably expended, including, without limitation, charges for COUNTY labor and equipment, in the performance of LESSOR's obligations. 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.
- E. Access to Premises. LESSOR shall provide COUNTY with at least forty-eight (48) hours advance written notice of any access to the premises that is needed to perform any maintenance, repairs or inspections required pursuant to the terms and conditions of this Lease.
- F. Privacy and Security Requirements. All visitors to the Premises, including but not limited to employees, officers, contractors, or vendors of the Lessor or other building tenants shall read

and sign the most current DHHS Privacy & Security Safeguards Attestation, which is attached hereto as Exhibit E – 2024 Privacy Security Attestation Form and incorporated herein by reference as if set forth in full, before entering the Premises.

11. IMPROVEMENTS AND ALTERATIONS:

Upon the receipt of LESSOR's prior written consent, which shall not be unreasonably withheld, COUNTY may, at its own cost and expense, make non-structural modifications to the premises in order to accommodate COUNTY's use thereof, including, without limitation, installing additional equipment or fixtures, which shall include, but not be limited to: security, telephone, key, intercom and sound masking systems and related equipment, including, but not limited to, cameras, wiring, data cable, keypads, answering machines; access control devices and associated hardware; and fire alarms and other life and safety devices beyond those required pursuant to the terms and conditions of this Lease. Upon termination of this Lease, COUNTY shall have the right to remove from the premises any such equipment installed thereby.

12. INSTALLATION AND REMOVAL OF TRADE FIXTURES, SIGNS AND EQUIPMENT:

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 own cost and expense, shall repair any damage caused by reason of such removal. LESSOR hereby agrees that no signs or advertising matter of any nature other than COUNTY's shall be permitted upon the premises. LESSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. The parties shall mutually agree upon the location, size and style of any signs.

13. REAL PROPERTY TAXES:

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

14. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

15. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting either party's indemnification obligations hereunder, each party shall take out and maintain, throughout the entire term of this Lease, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
1. 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the other party and its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The comprehensive and/or commercial general liability policy shall provide that the other party, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, of the covered party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, 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 property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to the other party.
    - 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.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate

proof that equal or better insurance has been secured in accordance with the terms and conditions of this Agreement.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Lease, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.
5. Any failure of the covered party to comply with the terms and conditions of this Lease shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
6. Each party shall furnish the other party with certificates and original endorsements effecting the required coverage prior to execution of this Lease. The endorsements shall be on forms approved by each party. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the other party. Either party may terminate this Lease, if the other party fails to keep all insurance policies required pursuant to the terms and conditions of this Lease in effect.
7. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

LESSOR: Eureka Old Town, LLC.  
Attention: Megan Kramer, Manager  
1589 Myrtle Avenue  
Eureka, California 95501

16. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSOR certifies that it 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 subsequently becomes a Nuclear Weapons Contractor.

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17. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSOR is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSOR. 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 five (5) days of receiving written 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. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to COUNTY.

18. REMEDY FOR BREACH:

In the event of any breach of this Lease by either party, each party hereto shall have all rights and remedies provided by law.

19. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease 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. 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.

LESSOR: Eureka Old Town, LLC  
Attention: Megan Kramer, Manager  
1589 Myrtle Avenue  
Eureka, California 95501

COUNTY: Humboldt County Department of Public Works – Real Property Division  
Attention: Jared Fisher, Sr. Real Property Agent  
1106 Second Street  
Eureka, California 95501

20. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment by LESSOR in violation of this provision shall be void and shall be cause for immediate termination of this Lease. This provision shall not be applicable to service agreements or other arrangements customarily entered into by either party to obtain supplies, technical support or professional services.

21. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this Lease shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

22. RELATIONSHIP OF PARTIES:

It is understood that this Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint



venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

23. ATTORNEY'S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action 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.

24. WAIVER OF BREACH:

The waiver by either party of any breach of this Lease shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease.

25. 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 permitted assigns.

26. JURISDICTION AND VENUE:

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

27. ACCESSIBILITY COMPLIANCE:

- A. Inspection of Premises. 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.
- B. General Legal Compliance. LESSOR shall be responsible for complying with any and all local, state and federal accessibility laws, regulations and standards, including, without limitation, all of the following:
  - 1. Each party shall be responsible for accessibility barrier removal as delineated in Exhibit C – ADA Access Compliance Assessment, which is attached hereto and incorporated herein by reference as if set forth in full, or any other subsequent CASP inspection report. Any fees for CASP inspections shall be paid by the party requesting the inspection.

2. LESSOR shall complete accessibility barrier removal as identified in Exhibit C – ADA Access Compliance Assessment and detailed in Exhibit D – ADA Cost Estimate, which is attached hereto and incorporated herein by reference as if set forth in full, by June 30, 2028. The solutions proposed in Exhibit C – ADA Access Compliance Assessment and Exhibit D – ADA Cost Estimate are for informational purposes only. LESSOR shall be responsible for removal of identified accessibility barriers including without limitations the means and methods to remove said accessibility barriers. Completion of work is subject to removal of accessibility barriers and passing of a CASp inspection. If said accessibility barrier removals are not completed by June 30, 2028, COUNTY shall complete said accessibility barrier removals and obtain accessibility compliance and subtract all associated costs including interests 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 from the monthly rent in a prorated amount not to exceed twelve (12) months from the date of compliance. 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.
3. 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 which appears within one (1) year of completion.
4. The responsibilities listed above shall not limit or reduce LESSOR's responsibilities identified in Section 7 - Compliance with Applicable Laws, Regulations and Standards of this Lease. LESSOR is responsible for compliance with all local, state, and Federal accessibility law, standards, and regulations including, but not limited to, ADA for accessibility barriers not identified and/or listed in Exhibit C – ADA Access Compliance Assessment.
5. In the event COUNTY is named and confirmed as violating any barriers identified to be LESSOR's responsibility in Exhibit C – ADA Access Compliance Assessment prior to the June 30, 2028 barrier removal completion date, the LESSOR shall rectify the violation upon an agreed upon date with COUNTY. If the date cannot be agreed upon within fifteen (15) days of the start of its negotiations, then the COUNTY shall complete said barrier removal and subtract all associated costs including interests 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 from the monthly rent in a prorated amount not to exceed twelve (12) months from the date of compliance.

28. INTERPRETATION:

This Lease, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Lease.

30. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable

to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Lease.

31. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

32. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Lease, the parties agree to comply with the amended provision as of the effective date of such amendment.

33. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

34. ENTIRE AGREEMENT:

This Lease 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 Lease shall be deemed to exist or to bind either of the parties hereto. In addition, this Lease 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 Lease are hereby ratified.

35. COUNTERPART EXECUTION:

This Lease, and any amendments hereto, may be executed in one (1) or more counterparts, each of 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. This Lease, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Lease, 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 Lease, and any amendments hereto, for all purposes.

36. AUTHORITY TO EXECUTE:

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

**EUREKA OLD TOWN, LLC:**

By: Megan Kramer

Date: 10-22-24

Name: [Signature]

Title: Commercial leasing manager

By: Kate Arendt

Date: 10-22-24

Name: [Signature]

Title: Director of operations

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Rex Bohn, Chair

Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: 11/07/2024

Risk Management

**LIST OF EXHIBITS:**

Exhibit A – Property Description

Exhibit B – Janitorial Services

Exhibit C – ADA Compliance Report

Exhibit D – ADA Cost Estimate

Exhibit E – 2024 Privacy Security Attestation Form

Eureka Old Town, LLC

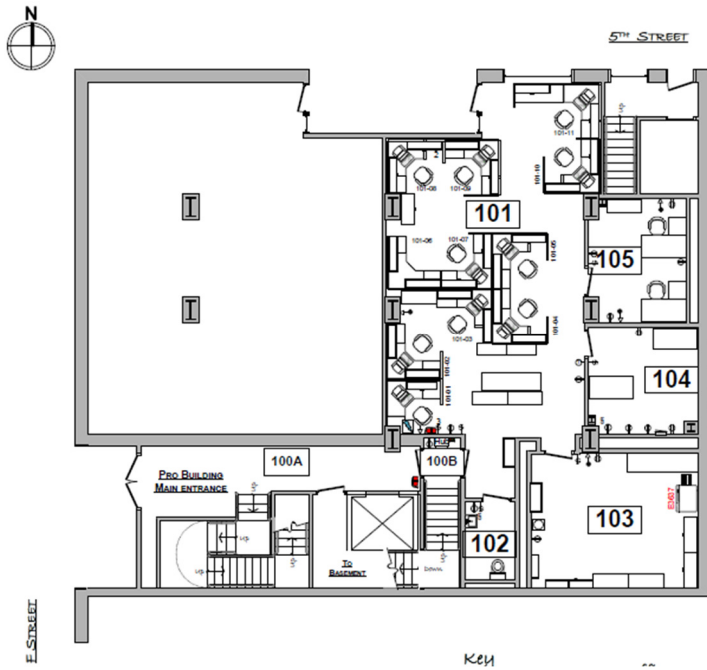
## An aerial map of downtown Eugene, Oregon, showing streets 101, 6th St, and 5th St. Red arrows point to specific locations: Eureka Fabrics, Humboldt Paper Company, and a location near Redwood Art Academy. The map includes various business labels such as Eureka Rubber Stamp, Eureka Candy, and The Game Zone. A red 'X' is drawn over the intersection of 6th St and 5th St.



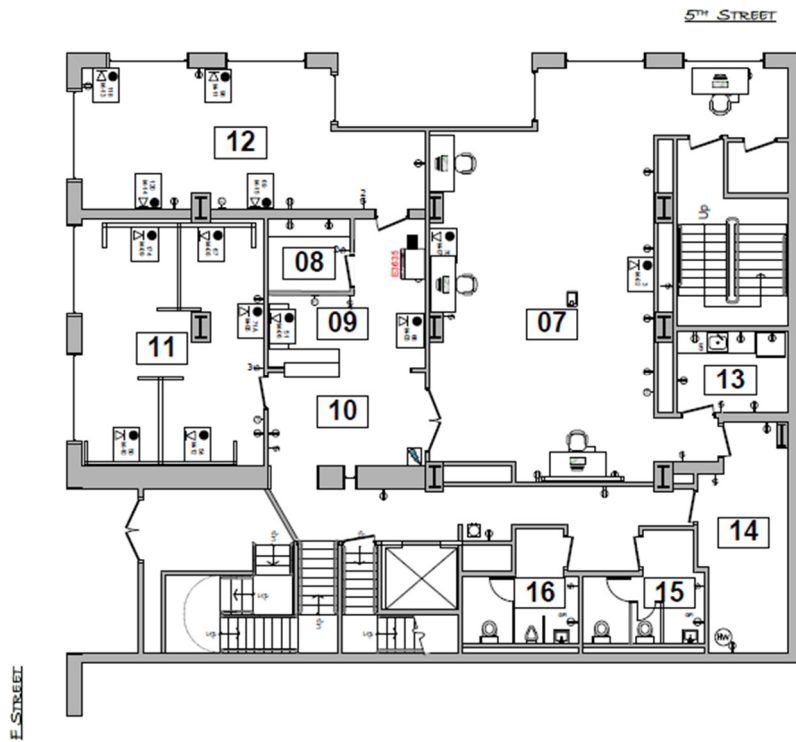
and Parking Lots at APN 001-104-002 and 001-146-008

Floorplan on Following Page:

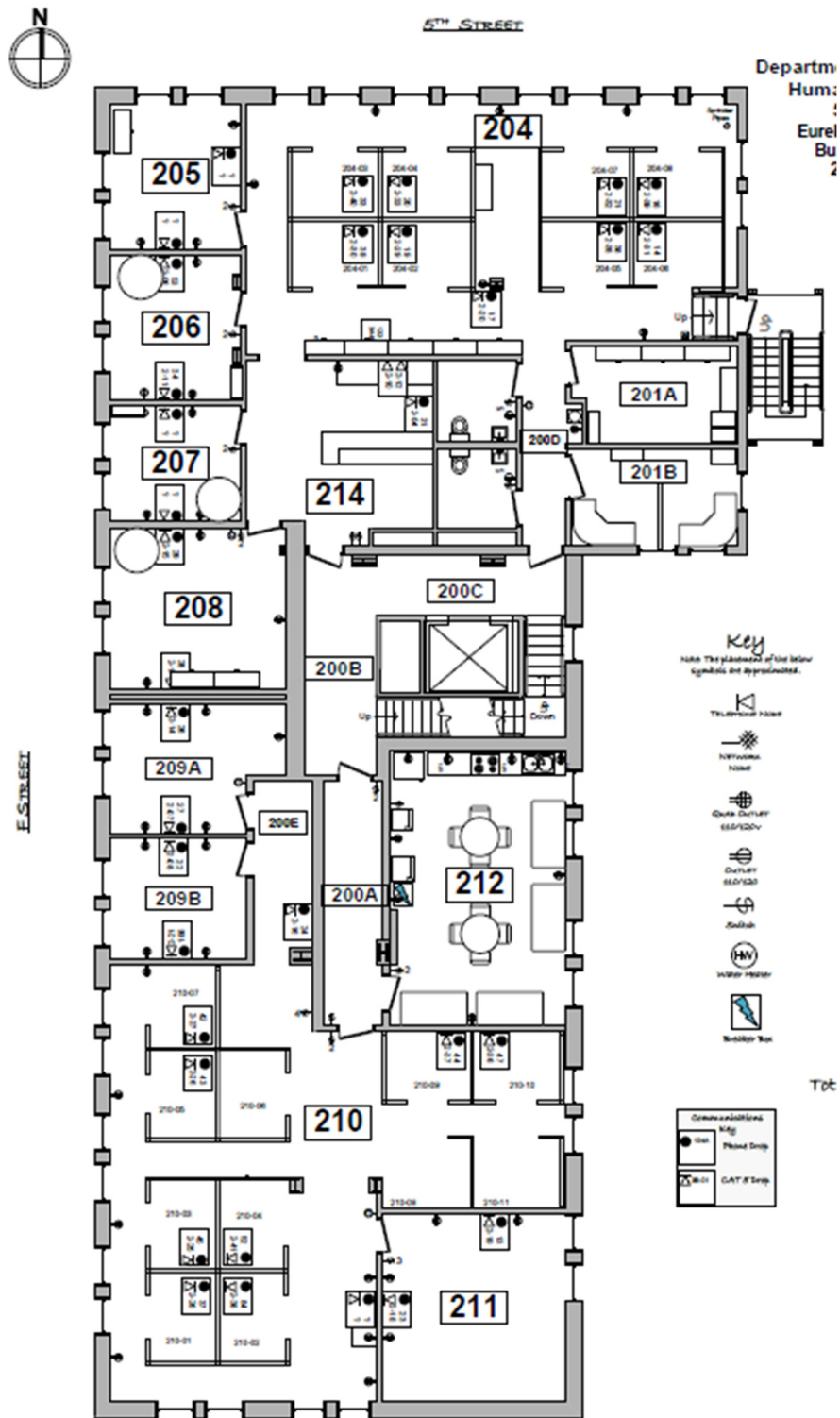
# First Floor:



# Mezzanine Level:

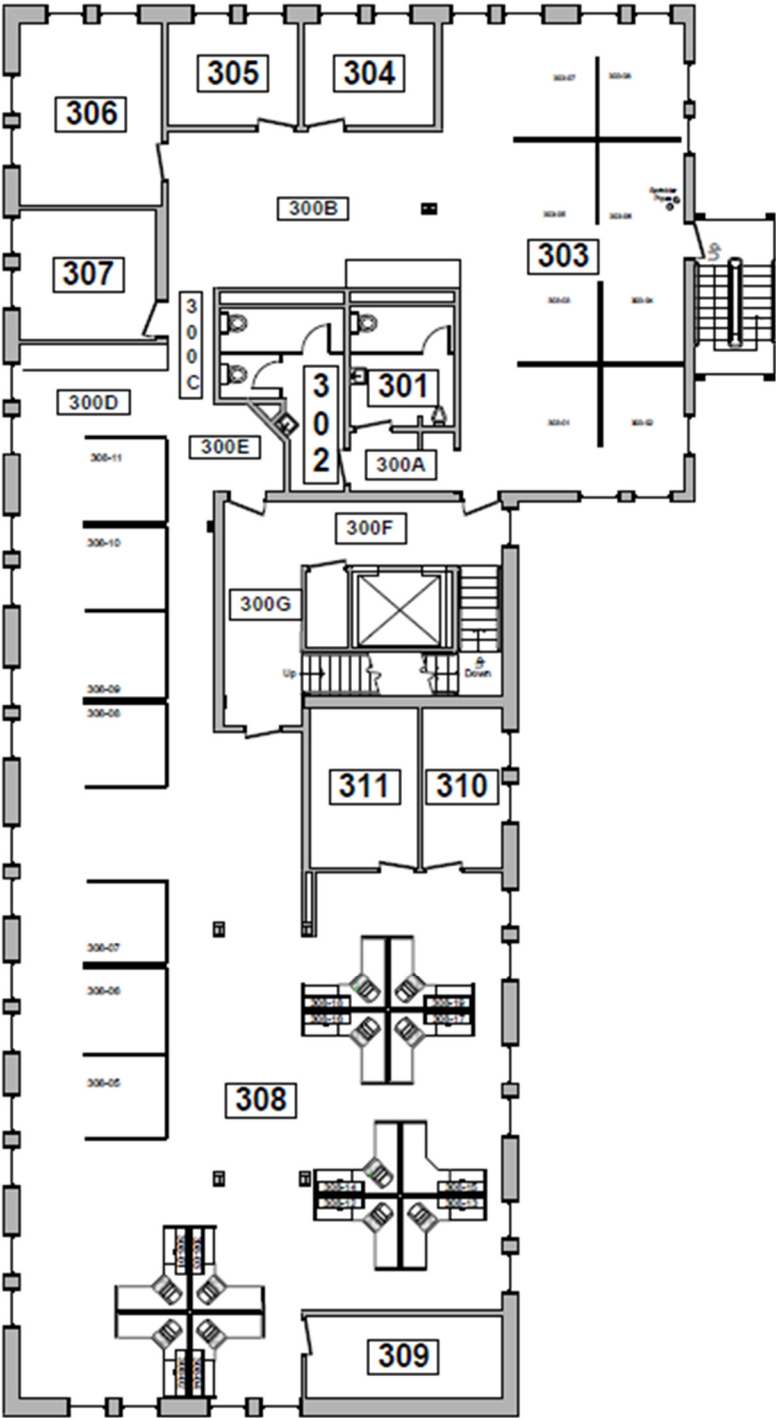


Second Floor:



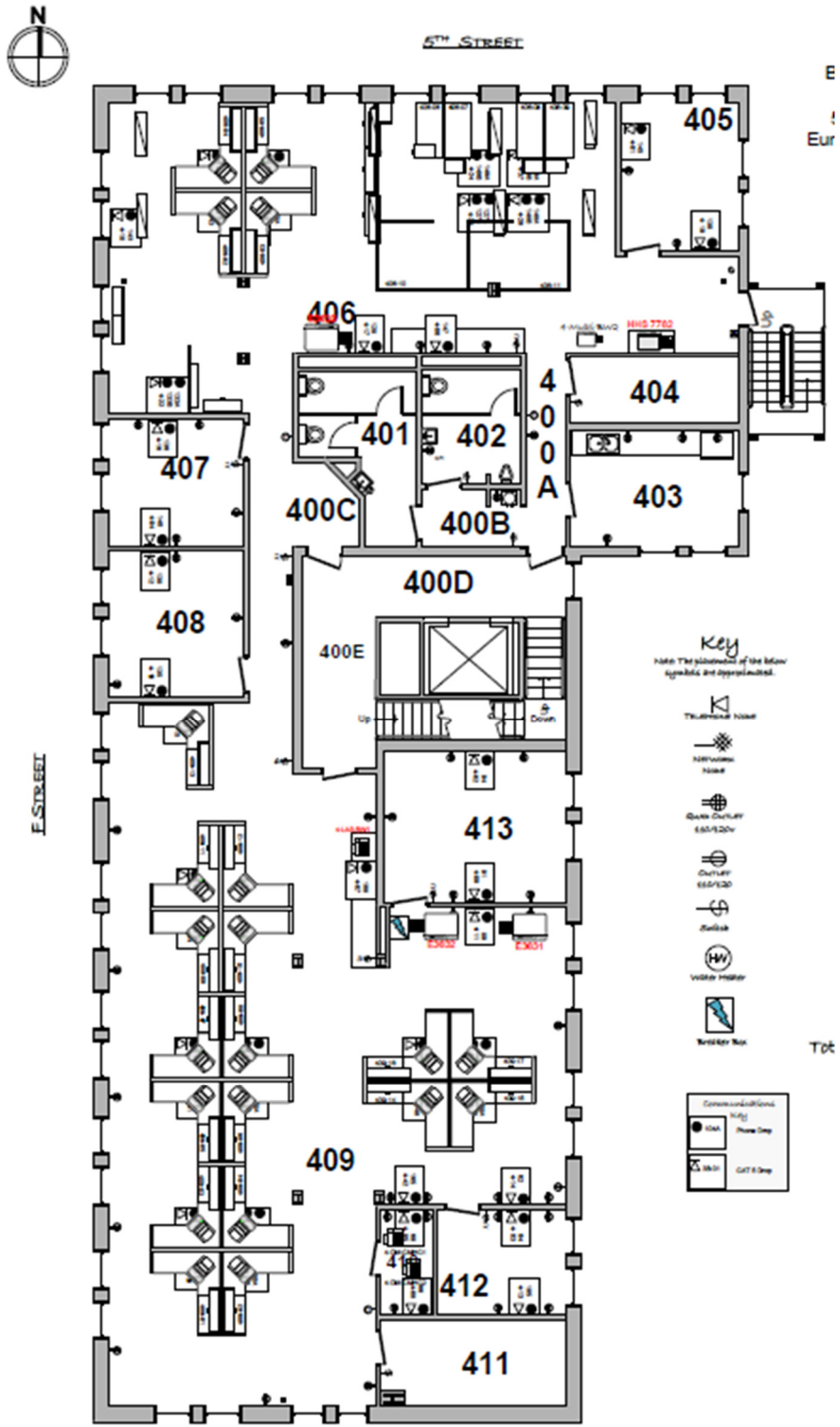


Third Floor:

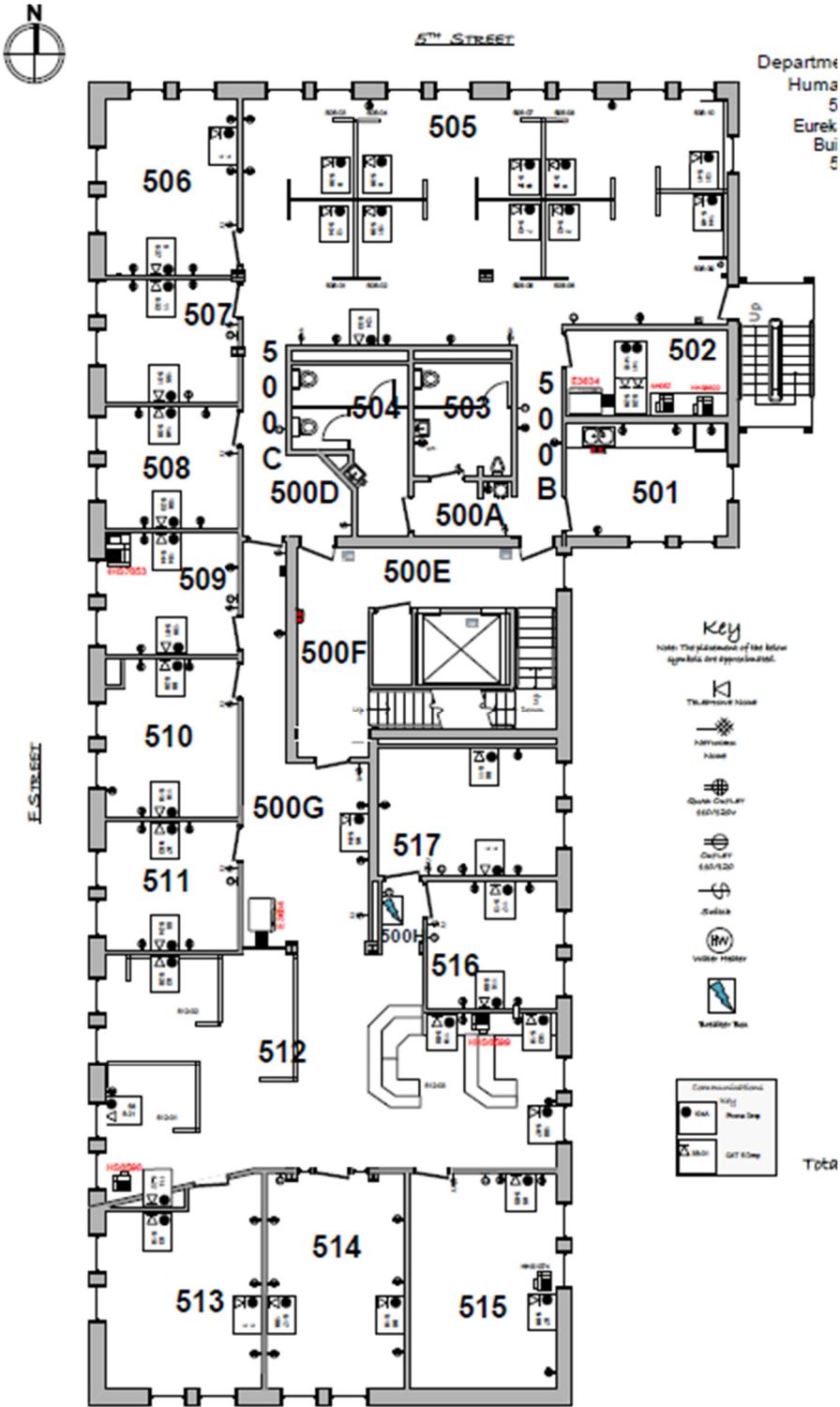




Fourth Floor:



Fifth Floor:



**EXHIBIT B**  
**JANITORIAL SERVICES**  
Eureka Old Town, LLC

Daily Service Five (5) Days Per Week

1. Replace light bulbs as needed.
2. Empty all waste containers and other waste containers.
3. Damp clean lobby counters.
4. Clean and sanitize restroom fixtures, sinks, mirrors, exposed pipes, etc.
5. Clean splash marks from walls of restroom.
6. Mop hard surface areas, restrooms, break areas, food service and/or lunch rooms.
7. Refill soap, towel and paper containers.
8. Clean and sanitize drinking fountains.
9. Clean entrance glass.
10. Damp clean tabletops in break areas and food service and/or lunch rooms.
11. Clean sinks and counters in food service and/or lunch rooms.
12. Sweep entryways.
13. Spot clean carpets of small spills, footprints, etc.
14. Keep janitor closets clean and orderly.

Twice Weekly Service

1. Dust all desks, chairs, tables, filing cabinets and other office furniture.
2. Vacuum all carpeting completely.

Monthly Service

1. Vacuum dust and dirt accumulation from air-conditioning vents.
2. Remove cobwebs from building interior.
3. Dust blinds/window coverings.
4. Dust areas higher than seven (7) feet.
5. Dust tops of desk cabinets, files, chair rungs, baseboards, and picture frames.
6. Vacuum upholstered furniture.
7. Clean hand marks from building interior.
8. Clean lobby directories and fire extinguisher glass.
9. Buff hard surface floors, as appropriate for floor type.

Quarterly Service (4 x per year)

1. Change HVAC filters and clean HVAC vents/registers.

Twice Annual Service (2 x per year)

1. Wash inside windows and partitions.
2. Wash outside windows.

Annual Service

1. Strip seal and wax floors, applying two coats of wax finish, as appropriate for floor type.
2. Service HVAC system by qualified inspector.

*(Continued)*

## BREAKROOM AREAS AND RESTROOMS

### Nightly

1. Dust mop
2. Wet mop food service and kitchen
  - a. Sweep and mop under all counters and sink area, including refrigerator.
3. Wet mop traffic aisles in dining/breakrooms
4. Collect trash
5. Spot clean glass as needed

### Monthly

1. Vacuum HVAC vents/registers

### Quarterly

1. Scrub and wax floors
2. Scrub bathroom floors

### Annually

1. Strip seal and wax floors

//End//