

COMMERCIAL LEASE AGREEMENT WITH OPTION TO BUY  
BY AND BETWEEN  
LARRY O. DOSS AND JON STONE AND  
COUNTY OF HUMBOLDT

This Commercial Lease Agreement ("Lease"), entered into this 7<sup>th</sup> day of November, 2023, by and between Larry O. Doss & Jon Stone, Joint Tenants, hereinafter referred to as "Lessor," and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "County," is made upon the following considerations:

WHEREAS, County desires to lease office space located at 515 J Street, Eureka, California for office space; and

WHEREAS, Lessor is willing to lease the office space located at 515 J Street, Eureka, California to County.

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

I. LEASE AGREEMENT:

1. PREMISES:

Lessor leases to County, and County leases from Lessor, the premises located at 515 J Street, Eureka, California, which consists of approximately four-thousand, four-hundred sixty-one (4,461) square feet of office space for county offices as determined by County.

2. TERM:

- A. Initial Term of Lease: The initial term of this Lease shall be for a period of four (4) years commencing on November 1, 2023.
- B. Option to Extend: County has the option to extend this Lease, upon the same terms and conditions, for one (1) four (4) year term. The 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 twenty (120) calendar days prior to the end of the initial term of the four (4) year term.
- C. Holding Over. Any holding over with Lessor's consent 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.
- D. Option to Purchase: County has the option to purchase the property on the terms and conditions set forth in Section II. below.

3. RENTAL TERMS:

- A. Monthly Rental Rates. County shall pay to Lessor the sum of Seven-Thousand, Eight-Hundred Six Dollars and Seventy-Five Cents (\$7,806.75) per month as rent for the leased premises

described herein.

- 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.
- C. Annual Escalation. Beginning on the first (1<sup>st</sup>) day of the month following the anniversary of the execution of this lease, and of each year thereafter during the initial lease term, or any extended term of this Lease, the monthly rental rate set forth herein shall be automatically increased by three percent (3%).

4. 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 any by 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 and fire alarms in compliance with any and all applicable 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.

5. UTILITIES:

During the term of this Lease, Lessor shall be responsible for furnishing, at County's expense, propane and/or gas, refuse collection, electricity, water and sewer supplied to, and used in the premises by County.

6. REAL PROPERTY TAXES:

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

7. USE OF PREMISES:

- A. Intended Use. 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.
- 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 the leased premises is destroyed in part by fire or other casualty, 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 set forth herein. In the event that the leased premises is 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 affect County's right to terminate this Lease as set forth herein.

- D. 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 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 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 such termination.
- E. 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, such as flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of Lessor and County, County may: terminate the Lease upon seven (7) days written notice to Lessor; prorate the rent for the period of time the premises is unusable from a practical standpoint upon the provision of written notice to Lessor; or (3) 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 upon the provision of written notice to Lessor. The remedies set forth herein are in addition to, and do not in any manner limit, any other remedies available to County.

8. PARKING:

The leased premise includes fourteen (14) off-street parking spaces. Nine (9) parking spaces shall be exclusive to County's use, five (5) parking spaces shall be "first come-first serve" based on availability. Lessor shall be responsible for all maintenance and repair of the parking lot after the completion of any improvements made by County. Lessor shall clearly denote County-exclusive parking spaces with signage or surface markings.

9. IMPROVEMENTS AND ALTERATIONS:

Upon the receipt of Lessor's consent, which shall not be unreasonably withheld, County may, at its own cost, make alterations or improvements to the leased premises to accommodate County's use thereof, including, without limitation, removing ADA barriers, constructing tenant improvements, and installing additional equipment or fixtures, which shall include, but not be limited to: security, telephone, intercom and sound masking systems and related equipment, including, but not limited to cameras, wiring, data cable keypads and answering machines; access control devices and associated hardware; fire alarms and other life and safety devices beyond those required by to be installed by Lessor 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.

10. 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. Lessor agrees that no signs or advertising matter of any nature other than County's



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. The parties shall mutually agree upon the location, size and style of any signs.

11. REPAIRS AND MAINTENANCE:

- A. General Maintenance Requirements. During the term of this Lease or any extension thereof, Lessor and County 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 building exterior and the building shell including, but not limited to, roofing, landscaping, parking lot, window glass, exterior doors, and building siding. County shall be responsible for maintenance and repairs to the premises including the interior of the building, interior doors with associated fixtures and flooring, light bulbs; minor plumbing, such as repairing faucets, toilets and the unstopping of toilets and sinks; any repairs caused by the negligence of County personnel; and any repairs to phone system, computers or security systems or the installation thereof.
- 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 two (2) 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 and clean the HVAC vents on a quarterly basis.
- C. Life, Safety and Fire Protection System Maintenance Requirements. County shall service fire extinguishers at least annually and as requested by County staff if more frequent service is needed.
- D. Performance Requirements. Lessor shall have ten (10) days after 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, after 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. 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 sums 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.

12. POSSESSION:

Any delay in delivery of possession to the County shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

13. INSURANCE:



- A. General Insurance Requirements. Without limiting Lessor's indemnification obligations set forth herein, Lessor shall take out and maintain, throughout the term of this Agreement, 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 in connection with the activities of County or its agents, officers, directors, employees, 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 Lessor 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 or Commercial General Liability Policy shall provide that County, 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, Lessor. The coverage shall contain no special limitations on the scope of protection afforded to Lessor 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 County.
    - 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 County in accordance with the notice requirements set forth herein. It is further understood that Lessor shall not terminate such coverage until County receives adequate proof that equal or better insurance has been secured.
  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 Agreement, Lessor's insurance is the primary coverage to County, and any insurance or self-insurance programs maintained thereby are excess to Lessor's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to County or its agents, officers, officials, employees and volunteers.
  6. Lessor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, County.
  7. 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 above-referenced aggregate limits.
  8. Lessor waives any subrogation claim against County by its insurers under the policies specified herein above, for damages arising from any peril insured against under such policy or policies.
- C. Insurance Notices. Any and all insurance notices required to be given 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: Larry O. Doss  
509 J Street  
Eureka, CA. 95501

14. 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. If Lessor fails to reimburse County as set forth herein, 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 any other remedies available to County.

15. ESTOPPEL CERTIFICATE:

At any time within ten (10) days after request by Lessor, County shall execute, acknowledge, and deliver to Lessor, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Lessor reasonably requests. It is acknowledged



by County that any statement is intended to be delivered by Lessor to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries and assignees.

16. ASSIGNMENT OR SUBLETTING:

Any assignment or subletting of any portion of the premises, whether by operation of law or otherwise, without prior written consent of Lessor is void and shall be a breach of this Lease, and at the option of Lessor, shall terminate this Lease. Lessor's written consent to assignment shall not be unreasonably withheld.

17. ENTRY:

Lessor reserves the right to enter the premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent, so long as County's possession is not unreasonably disturbed.

18. TERMINATION:

- A. Termination for Cause. County may, in its sole discretion, immediately terminate this Lease, if Lessor fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- 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 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.

19. INDEMNITY:

- 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, 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 their proportionate share of liability as determined in any such proceeding. In such cases, each Party will bear their own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement 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. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

20. LESSOR'S RIGHT TO PERFORM FOR COUNTY:

If County fails to perform any obligation under this Lease, Lessor shall be entitled to make reasonable expenditures to cause proper performance on County's behalf and at County's expense, and County promises to reimburse Lessor for any expenditures within ten (10) days after written notice from Lessor requesting reimbursement, and failure of County to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of County to pay money are payable without abatement, deduction, or offset of any kind.

21. NOTICES:

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at:

County: Humboldt County Department of Public Works  
Attention: Real Property  
1106 Second Street  
Eureka, California 95501

Lessor: Larry O. Doss  
509 J 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

22. LEGAL EFFECT:

All obligations of County are expressly made conditions of this Lease, any breach of which shall, at the option of Lessor, terminate this Lease.



23. SUCCESSORS:

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, administrators, successors and permitted assigns.

24. WAIVER:

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

25. JANITORIAL SERVICES:

County shall be responsible for providing, at its own expense, janitorial service within the premises.

26. TIME OF THE ESSENCE:

Time is of the essence in the performance of County's obligations under the terms and conditions of this Lease.

27. SUBORDINATION:

This Lease, at Lessor's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the premises are a part, and to any advances made on the security of the premises, and to all renewals, modifications, consolidations, replacements, and extensions; provided, however, that as to the lien of any deed of trust or mortgage, County's right to quiet possession of the premises shall not be disturbed if County is not in default and so long as County pays the rent and observes and performs all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground Lessor elects to have this Lease prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to County, this Lease shall be deemed prior to that mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of that mortgage, deed of trust, or ground lease or the date of recording.

II. EXCLUSIVE RIGHT TO NEGOTIATE:

28. EXCLUSIVE RIGHT TO NEGOTIATE PURCHASE:

- A. Lessor grants to County, on the following terms and conditions, an Exclusive Right to Negotiate the purchase of the real property and improvements situated in the City of Eureka, County of Humboldt, California, described as 515 J Street.
- B. Lessor and its agents shall cease marketing 515 J Street and shall not conduct any discussions or negotiations or respond in writing to any solicitations by third parties relating to the purchase of the real property during the offer period stated in 28C. Lessor has not entered into any other contracts for the sale of the real property, nor has Lessor granted any rights of first refusal or options to purchase the real property or any other rights to others that might prevent the consummation of this agreement, and Lessor will not enter into any such contracts relating to the sale of the real property with any other parties for the offer period stated in 28(C).
- C. Expiration of Offer: The County's Exclusive Right to Negotiate the Purchase of 515 J Street shall expire eighteen (18) months after the commencement date, as described in Section 2(A).

D. Agreement of Purchase Price: The purchase price shall be mutually agreed upon by County and Lessor. This price shall be based upon and/or supported by an independent appraisal by a Licensed Commercial Real Property Appraiser.

### III. MISCELLANEOUS PROVISIONS:

29. 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.

30. ATTORNEY FEES:

In any action or proceeding by either party to enforce this Lease or any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs incurred. 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.

31. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both parties. No alteration of this Lease shall be valid unless made in writing and signed by the parties.

32. 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.

33. RELATIONSHIP OF THE 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 shall be responsible for the acts and omissions of its agents, officers, officials, employees and assignees.

34. INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:

A Certified Access Specialist ("CAsp") may inspect the premises and determine whether the premises complies with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act and any other applicable local, state and federal laws, regulations and standards. Lessor may not prohibit County from obtaining a CAsp inspection of the premises, if requested thereby. County shall, at its own cost and expense, make any repairs necessary to correct violations of applicable accessibility barriers identified in the CAsp inspection process.

35. SEVERABILITY:





If any provision of this Lease is, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of this Lease.

36. 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.

37. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms 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.

38. 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.

39. 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.

40. 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.

41. JURISDICTION AND VENUE:

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.

42. 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.

43. 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]

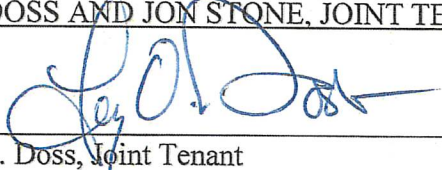


IN WITNESS WHEREOF, the parties have entered into this Lease as of the date first written above.

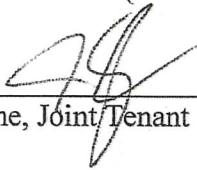
TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (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.

LARRY O. DOSS AND JON STONE, JOINT TENANTS:


By:   
Larry O. Doss, Joint Tenant

Date: 10-31-23

By:   
Jon Stone, Joint Tenant


Date: 10/31/23

COUNTY OF HUMBOLDT:

By:   
Board Chair  
Humboldt County Board of Supervisors

Date: 11/7/23

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Risk Management

Date: 11/14/23

