



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-15

For the meeting of: August 9, 2016

Date: July 29, 2016

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *AN*

Subject: License Agreement between the County of Humboldt and Humboldt Redwood Company, LLC for use of a portion of Mt. Pierce as a Communications Site

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Chair to sign three (3) copies of the attached Communications Site License Agreement for Mt. Pierce between the County of Humboldt and Humboldt Redwood Company, LLC;
2. Delegate authority to the County Administrative Officer to execute amendments, sub-licenses and any other documents required to comply with the terms of the License Agreement; and
3. Direct the Clerk of the Board to return two (2) executed copies of the License Agreement to the County Administrative Office for further processing.

SOURCE OF FUNDING: Communications Fund

Prepared by: Cheryl Dillingham

CAO Approval *E. A. H. Hayes*

REVIEW:

Auditor \_\_\_\_\_ County Counsel *JS* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Sundberg*  
 Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Aug. 9, 2016*  
 By: *Kathy Hayes*  
 Kathy Hayes, Clerk of the Board

## DISCUSSION:

The county has had a license agreement with Pacific Lumber Company to use the property at Mt. Pierce for the purpose of maintaining and operating the county's primary radio repeater site since 1963. The last license agreement with Pacific Lumber Company, executed in 1997, was for five years with two five year extensions and expired in 2012. That agreement included use of a communications tower constructed by Pacific Lumber for the county's exclusive use and a provision for emergency power to be provided from their generator. Humboldt Redwood Company (HRC) acquired the property from Pacific Lumber Company in 2008 and the county is currently occupying the space on a month to month basis under the terms of the 1997 agreement.

The attached License Agreement with HRC has some significant changes from the prior license agreement with Pacific Lumber Company. Under the new agreement the county will be responsible for maintenance of the tower and the rent is increased from \$4,048 per year to \$10,000. HRC has been working to standardize the terms and rental rates for agreements with all tenants on their properties. Their current market rate calculation for Humboldt County's agreement would be \$49,800 annually based on the equipment located at the site. The new rental rate is based on the quantity and type of equipment located at the site. HRC recognizes that the county is a public agency and the site is required for public safety communications operations serving the people of the county. For this reason they have agreed to discount the rate to \$10,000 for the first year. Per the terms of the agreement the rate will then increase \$10,000 annually to a total of \$50,000 per year in FY 2020-21. For the remaining five years of the agreement the rate will increase by the consumer price index (CPI).

The Mt. Pierce site is a vital part of the county's communications system and staff is requesting approval of the attached License Agreement effective July 1, 2016 through June 30, 2026. The county utilizes the site for communications equipment for the Humboldt County Sheriff, Public Works, District Attorney and Health and Humans Services Med Net. The county tower and vault also currently contain equipment belonging to the Fire Chiefs Association, Arcata Fire Department, Arcata-Mad River Ambulance Service, Inc. and Humboldt County Schools. These agencies are not currently paying the county for use of the site.

## FINANCIAL IMPACT:

The annual rent for the License Agreement with HRC for the Mt. Pierce site is \$10,000 for FY 2016-17 and increases by \$10,000 per year to \$50,000 in FY 2020-21 and then increases annually by the CPI. The rent was anticipated and included in the FY 2016-17 Communications budget and is passed on to county departments through Communications charges. The cost of maintaining the tower is not known at this time. An inspection done by HRC in August 2015 indicated that only minor maintenance was needed on the tower. Currently the other agencies that have equipment at the site are not paying any rent to the county. Staff will work with these agencies to develop sub-license agreements and pass on a portion of the cost for use of the site including maintenance.

Approving the License Agreement with HRC for the Mt. Pierce site supports the Board's Strategic Framework by providing for and maintaining infrastructure and providing community-appropriate levels of service.

## OTHER AGENCY INVOLVEMENT:

All agencies with equipment located at the site: Humboldt County Sheriff, Public Works, District Attorney and Health and Humans Services Med Net; Fire Chiefs Association; Arcata Fire Department; Arcata Ambulance; and Humboldt County Schools.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your board could choose to not approve the License Agreement. This alternative is not recommended because there is no known location at this time for relocation of the tower with the capabilities of this particular site.

ATTACHMENTS:

Mt. Pierce Communications Site License Agreement

**COMMUNICATIONS SITE  
LICENSE AGREEMENT**

**Dated: July 1, 2016**

**LICENSOR: HUMBOLDT REDWOOD COMPANY, LLC  
a Delaware Limited Liability Company**

**LICENSEE: COUNTY OF HUMBOLDT**

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") made and entered into as of July 1, 2016, by and between **Humboldt Redwood Company, LLC**, a Delaware limited liability company ("Licensor"), and **County of Humboldt**, a political subdivision of the State of California ("Licensee") and for the purpose of providing for housing of telecommunications equipment and receipt and transmission of radio frequency and microwave broadcast communications shall have the effective date of July 1, 2016 ("Effective Date").

## ARTICLE I. PREMISES

**Section 1.01** Licensor hereby Licenses to Licensee, and Licensee hires from Licensor, on the terms and conditions hereinafter set forth the following:

That certain parcel of land situated and being a portion of the site commonly known to Licensor as the Mt. Pierce Communications Site #1, Humboldt County Vault ("Site") and being more particularly described in **Exhibit "A"** (the "Premises"), which is attached hereto and is incorporated herein by this reference.

**Section 1.02** The Premises consists of a communication vault and a communication tower. The locations of said Premises, tower and building are particularly shown on **Exhibit B**, which is attached hereto and is incorporated herein by this reference.

**Section 1.03** The communication vault on the Premises was constructed by the Licensee and belongs to the Licensee. Upon termination of this agreement, the Licensee will remove the vault.

**Section 1.04** The communication tower was constructed by Licensor, and belongs to Licensor. Licensee, for the duration of this License has exclusive use of the communication tower.

## ARTICLE II. TERMS

### Term

**Section 2.01** The term of this License shall be for ten (10) years commencing as of July 1, 2016 (the "Commencement Date") and terminating on June 31, 2026 (the "Termination Date") unless sooner terminated pursuant to the terms of this License.

### Termination

**Section 2.02** This License may be terminated, without penalty or further liability: by either party on thirty (30) days' prior written notice, if the other party remains in default under Article XI of this License after the applicable cure periods have expired; by Licensee, pursuant to Section 2.07 hereof, upon thirty (30) days' prior written notice to Licensor, or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or by either party upon twelve (12) months prior written notice to the other party for any reason or no reason. Upon the termination of this License, Licensor shall refund to Licensee all Prepaid Rent, (hereinafter defined in this License).

## Rent

**Section 2.03** Licensee will pre-pay the Licensor an annual rent of at least Ten Thousand Dollars (\$10,000) ("Rent"), payable in equal monthly installments of Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33) on or before the first day of each and every month during the term of this License. The Licensor and Licensee acknowledge that the initial Rent payment will be forwarded by Licensee to Licensor within thirty (30) days after the Commencement Date. At the commencement of each and every subsequent License year, including each and every year within any applicable Holdover Term (hereinafter defined), the Rent shall be adjusted as set forth in Section 2.04. Licensee and Licensor agree that any Rent payment made by Licensee under this License shall be ratably allocated, on a daily basis, over the period for which it is paid. Licensee and Licensor further agree that any Rent payment made by Licensee under this License shall ratably inure, to Licensor's benefit, on a daily basis, over the period for which it is paid. Should this License terminate prior to the expiration of any annual License period, there shall be an amount calculated by multiplying the Rent paid for such period by a fraction, the numerator of which shall be the number of full calendar days, including the last day of the annual License period, that have not passed since the first day of that annual License period and the denominator of which shall be 365 (the "Prepaid Rent").

## Rent Adjustments

**Section 2.04** The total annual Rent payable under Section 2.03 during the Term of this License and any Holdover Term (as provided in Section 12.02) shall be adjusted annually on the anniversary of the Commencement Date of this License for the first 5 years of the License based on the Schedule of Rent Rates, included in **Exhibit C**, which is attached hereto and is incorporated herein by this reference.

Beginning on the Commencement Date of the Sixth year of this License to take account of increases in the cost of living. The cost of living adjustment shall be based upon changes in the "Consumer Price Index for all Urban Consumers", but shall be determined in the following manner:

The adjustment shall be based upon the Consumer Price Index for all Urban Consumers, US all items, 1982-84 published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately prior to the Commencement Date of the License granted hereunder (the "Beginning Index") and the Index which is published most immediately prior to the start of the License year for which the adjustment is to be made (the "Subsequent Index"). The adjusted annual Rent shall be determined by multiplying the Year 5 Rent Rate, from Exhibit C Schedule of Rent Rates set forth in Section 2.04 by a fraction, the numerator of which is the Subsequent Index and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that in effect for the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

### Interest

**Section 2.05** All amounts of Rent, if not paid when due, shall bear interest from the due date until paid at 1.5% interest per month (annual rate of 18%); provided, however, Licensee's total liability for interest payments under this License shall not exceed the limits, if any, imposed on such payments by the usury laws of the State of California.

### Late Charges

**Section 2.06** Licensee acknowledges that any late payment by Licensee of Rent due hereunder will cause Licensor to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult to determine at the outset of this License. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Licensor by the terms of any encumbrance and/or note secured by an encumbrance covering the Premises. Therefore, if any installment of Rent due from Licensee is not received within five (5) days of when due, Licensee shall pay to Licensor an additional sum of five percent (5%) of the overdue Rent as a late charge; provided that, if the Rent is not paid when due two (2) times during the Term of this License, then thereafter, Licensee shall not be entitled to such five (5) day grace period and such late charge shall be assessed on any Rent not paid by 5:00 p.m. on the date due. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of late payment of the Rent by Licensee. Licensor's acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount, or prevent Licensor from exercising any of the other rights and remedies available to Licensor.

### Government Approvals

**Section 2.07** It is understood and agreed that Licensee's ability to use the Premises is dependent upon Licensee's obtaining all of the certificates, permits, licenses and other approvals which may be required from any federal, state or local authority ("Governmental Approvals") and any easements which are required from any third parties. Licensor shall cooperate with Licensee, but at no expense to Licensor, in Licensee's efforts to obtain such approvals and easements, and Licensor shall take no action which would adversely affect the status of the property with respect to Licensee's proposed uses thereof.

If, despite Licensee's best efforts otherwise, any application by Licensee for any such Governmental Approvals is finally denied or rejected, or if any such Governmental Approval is canceled or expires or lapses or is otherwise withdrawn or terminated, or if Licensee is unable to obtain and maintain a necessary easement, then Licensee shall have the right to terminate this License upon thirty (30) days' prior written notice to Licensor.

### Representations and Warranties

**Section 2.08** Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this License and bind itself hereto through the party set forth as signatory for the party below.

**Section 2.09** Licensor represents and warrants that: (i) Licensor solely owns the Premises in fee simple, or controls the Premises by License or license; (ii) the Premises is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, Licenses,

licenses, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this License; (iii) as long as Licensee is not in default, beyond any applicable cure period, under the terms of this License, Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) to the best of Licensor's knowledge, Licensor's execution and performance of this License does not violate any laws, ordinances, covenants or provisions of any mortgage, License or other agreement binding on Licensor; (v), that Licensor has the right to allow Licensee to use the access road (private road) from Bear River Road (a public, County maintained road) to the Premises; and (vi) to the best of Licensor's ability, that as of the Commencement Date and throughout the Term and any Holdover Term of this License properly exercised by Licensee, the Premises shall be in compliance with all laws, statutes, ordinances, rules and regulations of all federal, state, county, and local departments and agencies applicable to the ownership of and Licensor's use of the Premises, and the granting of this License to Licensee. Licensor shall defend, indemnify and hold Licensee harmless from any claims, fines, penalties, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees, expert witness fees and other costs of defense) arising from failure of Licensor to comply with its obligations under this Section 2.09; however, Licensor's liability for losses, damages, costs and expenses of any kind shall be limited to an amount not to exceed three months' rent.

**Section 2.10** Tenant has been in possession of the Premises since 1985, and is in a position to know whether there are any hazardous substances on the Premises. Licensor represents that to the best of Licensor's knowledge and belief, the Premises is free of hazardous substances as of the Commencement Date of this License and, to the best of Licensor's knowledge, the Premises has never been subject to any contamination or hazardous conditions resulting in any hazardous substance environmental investigation or remediation. Licensor and Licensee agree that each will be responsible for its compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or will be related to that party's activity conducted on or about the Premises. Licensee represents that upon execution of this License and at any time upon request by Licensor, Licensee shall provide to Licensor Licensee's chemical storage information for chemicals stored, in any way, on or at the Premises. Licensor shall be given access to the Premises at any and all times reasonable to inspect Licensee's storage of chemicals on or at the Premises.

**Section 2.11** Licensor and Licensee agree to hold harmless and indemnify the other from, and assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental law, including, without limitation any regulations, guidelines, standards or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect; or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section 2.11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Premises' condition or any clean-up, remediation, removal or restoration work required by any governmental authority. The



indemnification provisions of this Section 2.11 shall survive any expiration or termination of this License.

ARTICLE III.  
PERMITTED USE

Use and Care of Site

**Section 3.01** Licensee may install, operate and maintain only a Communication Facility on the Premises at Licensee's sole cost and expense, pursuant to the definitions and limitations attached hereto as **Exhibit "D"** which is attached hereto and is incorporated herein by this reference.

**Section 3.02** Notwithstanding any other provision of this License, and except for the communication equipment itself, under no circumstance shall Licensee place or store any of the following in, on or about the Premises: (i) combustible materials or substances, (ii) materials or substances that are identified or defined as hazardous or toxic materials, substances or wastes or as pollutants under any federal, state, or local law, ordinance or regulation pertaining to the environment, pollution or public health ("Hazardous Substances Laws") or (iii) materials or substances which are regulated by Hazardous Substances Laws. Licensee shall obtain in its name and pay for all required permits to operate within environmental compliance. Licensee shall be responsible, as it directly relates to its occupancy and use of the Premises, for all mandatory inspections, monitoring and reporting under current environmental regulations. Licensee shall indemnify, protect, defend and hold harmless Licensor from and against any all and demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and other expenses arising directly and/or indirectly from Licensee's violation of this Section 3.02, such indemnification to survive the expiration or earlier termination of this License.

In those instances where Licensor has given Licensee written permission to place a backup power generator on the Premises, the backup generator's fuel tank may contain fuel; however there shall be no fuel storage on the Premises. Licensee shall use utmost care in providing fuel to the generator and shall be strictly liable for any spillage or leakage of fuel. Licensee shall, in the case of fire, hazardous spill or any other emergency situation anywhere on the Premises, give immediate notice to Licensor at the emergency contact phone numbers provided by Licensor to Licensee from time to time. In case of any fire, hazardous spill or other emergency situation anywhere on the Premises, Licensor shall have the right to immediately enter upon the Premises by whatever means necessary and available to Licensor. Licensee acknowledges and agrees that it shall report any hazardous spills caused by Licensee to the appropriate agencies and shall be responsible to remediate any such relicense caused by the Licensee to standards established by the appropriate government agency.

Licensee at its sole cost and expense shall maintain the Premises, both the communication vault and the communication tower. The communication tower was constructed by Licensor for Licensee's use; and Licensee acknowledges that it has been the solo operator on this tower. Licensee will maintain the communication tower in good operating condition throughout the life of this License, and upon termination of this License, Licensee shall return the communication tower to Licensor in good operating condition consistent with industry standards.

**Section 3.03** In the event Licensee becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Licensee's sole determination, renders the condition of the Premises unsuitable for Licensee's use, or if Licensee believes that the licensing or continued licensing of the Premises would expose Licensee to undue risks of government action, intervention or third-party liability, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this License upon thirty (30) days' written notice to Licensor . Licensee's right to terminate does not arise if Licensee is responsible for the hazardous materials being on the Premises, or for any environmental or industrial hygiene condition or matter relating to the Premises. In the event that Licensor becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Licensor 's sole determination, exposes Licensor to undue risks of government action, intervention or third-party liability, or, in its sole belief, continued leasing of the Premises to Licensee would expose Licensor to undue risks of government action, intervention or third-party liability, Licensor shall have the right, in addition to any other rights it may have at law or in equity, to terminate this License upon thirty (30) days' written notice to Licensee. Licensor's right to terminate does not arise if Licensor is responsible for the hazardous materials being on the Premises, or for any environmental or industrial hygiene condition or matter relating to the Premises.

#### Access Roads

**Section 3.04** Licensor hereby grants to Licensee the following rights to be exercised by Licensee only in conjunction with Licensee's use of the Premises:

- (a) The nonexclusive right of access to the Premises, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, over Licensor's roads or any designations or relocations thereof, as may be designated in the sole discretion of Licensor . The Premises and the access roads together shall be referred to as the "Property". The locations of the access road is shown on **Exhibit "E"** which is attached hereto and is incorporated herein by this reference.
- (b) The nonexclusive right to authorize use of the aforesaid roads by Licensee's contractors, agents, servants, employees, and permittees whenever, for a business purpose, it is reasonably necessary for them, or any of them, to have access to the Premises.
- (c) If applicable, Licensee will be issued two (2) keys to any locked gates on any roads leading to the Premises. All such gates are to be locked each time by Licensee or its agents upon entering and leaving the area. Licensee shall refrain from allowing persons other than Licensee's employees, agents, and contractors who are acting within the scope of Licensee's permitted use from using any such keys. If Licensee loses such a key, replacement lock(s) and keys shall be paid for by Licensee. Licensee agrees to conform to all rules relating to the issuance of said keys which may be promulgated by Licensor.
- (d) If access to the Premises is provided to Licensee by the use of roads that are not owned or exclusively controlled by Licensor, excepting public roads, Licensee will be provided with a license to use such roads and agrees to comply with the terms of such license. The terms of use of non-owned or controlled Licensor roads are

described in the Additional Terms section of **Exhibit F**, which is attached hereto and is incorporated herein by this reference.

- (e) **Special Compliance Provisions.** Licensee shall, at all times, observe and comply with the terms and provisions of: (a) that certain Final Environmental Impact Statement/Environmental Impact Report and Habitat Conservation Plan/Sustained Yield Plan for the Headwaters Forest Project, dated January 1999; (b) any Implementation Agreement with regard to Habitat Conservation Plan(s) for the properties of Licensor by and among the United States Fish and Wildlife Service, the National Marine Fisheries Service, the California Department of Fish and Game (“CDFG”), the California Department of Forestry and Fire Protection (“CAL FIRE”) and Licensor including those agreements assumed by Licensor in the reorganization of the Pacific Lumber Company, Scotia Pacific Lumber Company and Salmon Creek Corporation dated February 1999; (c) any Habitat Conservation Plan for the properties of Licensor, including that certain Habitat Conservation plan of February 1999 that was assumed by Licensor in the reorganization of Pacific Lumber Company, Scotia Pacific Lumber Company and Salmon Creek Corporation; (d) any Streambed Alteration Agreement with regard to Licensor including that certain Streambed Alteration Agreement with Regard to the Pacific Lumber Company, Habitat Conservation Plan, by and among CDFG and Pacific Lumber and Salmon Creek dated February 1999 that was assumed by Licensor in the reorganization of Pacific Lumber Company and Salmon Creek Corporation, to the extent any of the above documents bind the Premises and other lands of Licensor and are applicable to Licensee’s activities on the Premises or other lands of Licensor, and copies of which Licensor agrees to provide Licensee upon request.

### Interference with Other Equipment

#### **Section 3.05**

- (a) Licensee shall not interfere with Licensor’s or others’ existing operations. Notwithstanding any other provision of this License, the License granted herein does not permit Licensee to, nor shall Licensee at any time, use the Premises in any way which would adversely affect or interfere with Licensor’s operations, or the operations of any existing authorized other user of the Premises and, in particular, Licensee shall not use the Premises in any manner which would or might interfere with Licensor’s or any other user’s existing radio transmission or reception or cause spurious radiation.
- (b) Should Licensor determine that interference or noncompliance with Federal Communication Commission’s (“FCC”) specifications or any other abnormal situation may exist on the Premises, Licensee shall cooperate with Licensor, or other Licensee or Licensees of Licensor, in scheduling a joint inspection of the Premises by technicians—one designated by each party for the purpose of determining the source of the problem and how to remedy same.
- (c) Licensor shall not grant a License or easement or other rights to any third party for use of the Premises in the future if such use would in any way materially adversely affect or interfere with Licensee’s operation of the Communication Facility or any

other rights of the Licensee granted under the terms of this License. Licensor shall, when granting any right to any other person to use the Premises, condition such right on not causing material adverse interference of any nature with Licensee's existing telecommunications operation.

- (d) Should Licensee's use of the Premises cause interference at any time to the existing telecommunications operations of Licensor or any other party then using property owned by Licensor pursuant to a License agreement with Licensor, the date of which precedes the date of this License, upon knowledge of such interference, Licensee shall, at its own expense and within forty-eight (48) hours, stop such interference and shall prevent such interference from recurring while Licensee investigates and remedies the cause of the interference. Failure to stop such interference shall be grounds for Licensor to immediately terminate this License.
- (e) In addition to the other remedies provided for in this License, Licensor shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants or provisions contained in this Section 3.05.
- (f) Where there are existing radio frequency user(s) on the Premises or Licensor's immediately surrounding property, the Licensor will provide Licensee with a list of all existing radio frequency user(s) to allow Licensee to evaluate the potential for interference. Licensee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises or Licensor's immediately surrounding property so disclosed by Licensor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

#### Hunting and Fishing

**Section 3.06** Licensee, its employees, agents, representatives and permittees, shall not hunt, fish, trap, use or carry firearms or take dogs on the Premises or any real properties of Licensor. Firearms may be used and carried by law enforcement personnel who are on-duty and are authorized to possess such firearms in the normal course of their duties.

#### ARTICLE IV. UTILITIES

**Section 4.01** Licensee has a separate meter for utilities used by Licensee on the Premises and Licensee shall pay the applicable utility company directly for such utilities it consumes on the Premises. Licensor will not unreasonably withhold consent to Licensee's plans and specifications for improving the present utilities on the Premises (including, but not limited to, the installation of emergency power generators), at Licensee's expense, reasonably necessary to provide service to the Communication Facility; provided, that Licensee first submits plans and specifications for the same to Licensor for approval. Licensor shall respond to Licensee's request for approval within twenty (20) days after receipt of such plans and specifications and if Licensor fails to respond within such time, such plans and specifications shall be deemed approved. In addition, Licensor will fully cooperate with any applicable utility company and shall grant such

company an easement over, under and across the Premises in order for the utility company to provide services to the Licensee ("Utility Easement").

Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. Licensor maintains an emergency power generator in Licensor's vault for emergency power, and has provided Licensee's communication vault with emergency power since 1985. Licensor shall provide, as available, emergency power to Licensee as a backup to the primary source. Licensor makes no representation or guarantee relating to the availability or reliability of the primary power source or the backup power source when needed by Licensee. Licensee expressly agrees to hold harmless and fully indemnify Licensor for claims of any nature, including but not limited to, lawsuits for property or personal injury damage, asserted by third parties against Licensee, to the extent that such claims are alleged to relate to the failure of Licensee's communication system located on the premises and are related to failure of Licensor to provide power.

If a planned interruption of the emergency power generator, is for a period that exceeds twenty-four (24) hours, the Licensor agrees to allow Licensee, at its own expense, to bring in a temporary source of power or other reasonable facilities necessary to establish such services to the Premises required for the normal conduct of Licensee's business for the duration of the interruption. If an unplanned interruption of emergency power generator occurs, Licensee may provide emergency power reasonably necessary to provide service to the Communication Facility at Licensee's own cost and expense; provided, that Licensee first notify Licensor and submits plans and specifications for the same to Licensor for approval. The emergency power installation shall not interfere with any other Licensee's operations and shall comply with all environmental and safety laws, rules and regulations.

## ARTICLE V. ASSIGNMENT AND SUBLETTING

### **Section 5.01**

- (a) As shown on **Exhibit G**, there are four (4) county departments and four (4) non-county Agencies that are currently on-site at Premises. Licensor consents to Licensee establishing sub-licenses between Licensee and ONLY the non-county Agencies listed in Exhibit G. Sublicenses with the non-county Agencies in Exhibit G will be submitted to Licensor for approval, which shall not be unreasonably withheld. Should Licensee desire to use the Premises for additional county departments, Licensee shall notify Licensor in writing thirty days in advance of such use.

- (b) Licensee shall not assign this License, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Licensee excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Licensor, which consent will be at the absolute discretion of the Licensor, and which consent can be withheld for any reason or no reason at all.

If Licensor does consent, that consent may, among other things, be conditioned on payment to Licensor of all rents received by Licensee that exceed the Rent paid hereunder, and any other commercial terms deemed appropriate to the Licensor. Licensor's consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Licensor, terminate this License. This License shall not, nor shall any interest therein, be assignable, as to the interest of Licensee, by operation of law, without the written consent of Licensor, which consent can be withheld for any reason or no reason at all. No assignment, whether or not with Licensor's consent, shall relieve Licensee of any liability hereunder. Licensor shall have the right to inspect the Premises from time to time to determine compliance by the Licensee with this Article V.

- (c) Licensee is only authorized to maintain equipment for the sole purpose of supporting the services of receiving and broadcasting government related communications. No commercial broadcasts are authorized.

## ARTICLE VI. INSURANCE AND INDEMNIFICATION

### Indemnification

**Section 6.01** Licensee agrees to indemnify and hold Licensor, its mortgages, lenders, agents, the shareholders, managers, constituent partners and other direct or indirect owners of Licensor or any agent of Licensor, and all contractors, officers, directors and employees of any thereof (collectively, "Indemnitees"), and each of them, harmless from and to protect and defend each Indemnitee against any and all obligations, losses, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, suits, orders or judgments), causes of action, liabilities, penalties, damages (including consequential and punitive damages), costs and expenses (including reasonable attorney's and consultant's fees and expenses) (collectively, "Claims"), (i) arising out of the use or occupancy or manner of use or occupancy of the Premises or Property by Licensee or any person claiming through or under Licensee, (ii) arising out of any injury or death of any person or damage to or destruction of property occurring in or about the Premises or Property, from any cause whatsoever, except only, with respect to any Indemnitee, to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of such Indemnitee and not covered by the insurance required to be carried by Licensee hereunder or except to the extent such indemnity obligation is prohibited by law, (iii) arising from any interference caused by or resulting from the improvements and/or system installed on the Premises by Licensee, (iv) arising from any environmental claims against the Premises or Property that have been caused directly or indirectly by Licensee or Licensee's employees, guests or invitees

or (v) arising from any failure of Licensee to comply with any of its obligations hereunder. If any action or proceeding is brought against any of the Indemnitees by reason of any such claim or liability, Licensee, upon notice from Licensor, covenants to resist and defend at Licensee's sole expense such action or proceeding by counsel reasonably satisfactory to Licensor. Licensee's obligations under Section 6.01 shall not be construed as in any way restricting, limiting, or modifying Licensee's insurance or other obligations under this License. The provisions of this Section 6.01 shall survive the expiration or earlier termination of this License with respect to any claims or liability occurring or arising prior to such termination.

#### Non-Liability of Licensor for Damages

**Section 6.02** Neither Licensor nor the other Indemnitees shall be liable to Licensee, and Licensee waives all claims against Licensor and such other Indemnitees, for any injury to or death of any person or for loss of use of or damage to or destruction of property in or about the Premises or Property, and any other loss, damage, expense or liability, including without limitation, loss of business or any consequential damages, by or from any cause whatsoever, including without limitation, earthquake or earth movement, gas, fire, oil, electricity, except only, with respect to any Indemnitee, to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of such Indemnitee and not covered by the insurance required to be carried by Licensee hereunder or except to the extent such limitation on liability is prohibited by law.

#### Insurance

**Section 6.03** Without limiting Licensee's indemnification provided herein, Licensee shall take out and maintain, throughout the period of this License, the following policies of insurance placed with insurers 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 Licensee, its agents, employees, or sub-licensees:

##### A. Comprehensive/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. 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. Said policy shall contain, or be endorsed with, the following provisions:

(1)The Licensor, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Licensee. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, its officers, agents, and employees.

(2)The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to Licensor by certified mail.

(3)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.

(4) For claims related to this project, the Licensee's insurance is primary coverage to the OWNER, and any insurance or self-insurance programs maintained by Licensor are excess to Licensee's insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to Licensee, its officers, employees, and agents.

(6) If Licensee chooses to hire a contractor to perform work which may be allowed under this License, prior written approval must be issued by Licensor and the contractor shall be required to provide the same insurance coverage and comply with the notice procedures as described in this entire section.

B. By its signature hereunder, Licensee certifies that Licensee is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Licensee will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of Licensee shall be covered by workers' compensation (or qualified self-insurance).

#### Waiver of Subrogation

**Section 6.04** Licensee and Licensor each release the other and waive the entire right of recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of Licensor, Licensee, or their respective employees, agents, contractors and invitees. Prior to obtaining the required policies of insurance, Licensee and Licensor shall notify their respective insurance carriers that the previous waiver of subrogation is in this License.

#### Default in Payment of Premiums

**Section 6.05** A default in the payment by Licensee of an insurance premium when due shall constitute a default under the terms of this License, and Licensor shall have the right to proceed in the same manner as if Licensee defaulted in the payment of a rental installment when due.

### ARTICLE VII. CASUALTY LOSS

#### Destruction of Premises/Condemnation

**Section 7.01** If, during the Term, the Premises are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, Licensor will provide notice to Licensee of any such casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this License by providing written notice to the Licensor within fifteen (15) days of



the damage being incurred, which termination will be effective as of the date of such damage or destruction. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and, to the extent that the damage was not the result of Licensee's negligence or willful acts, to be reimbursed for any Prepaid Rent on a prorata basis. If no notice of termination is given, or if Licensor undertakes such actions to restore the Premises and such structures and/or facilities located thereon, or if Licensee undertakes such actions needed to rebuild the Communications Facility, Licensor agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Premises at no additional Rent until such time as Licensee is able to activate a replacement transmission facility at another location or such applicable reconstruction is completed.

Notwithstanding the preceding paragraph, if the cost of the restoration exceeds the amount of proceeds received from the insurance carried by Licensor (which may or may not be carried by Licensor in Licensor's sole discretion), or in the event there is no insurance, Licensor can elect to terminate this License by giving notice to Licensee within sixty (60) days after the date of the occurrence.

**Section 7.02** In the event Licensor receives notification of any condemnation proceedings affecting the Premises, Licensor will provide notice of the proceeding to Licensee within ten (10) business days. If a condemning authority takes all of the Premises or the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this License will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Licensee will not diminish Licensor's recovery. Licensee will be entitled to reimbursement for any prepaid Rent on a pro-rata basis.

#### ARTICLE VIII. IMPROVEMENTS

**Section 8.01** Upon termination of this License or upon abandonment of the Premises by Licensee, Licensee, at its sole cost and expense, shall remove all improvements installed by Licensee on the Premises. If Licensee fails to so remove said improvements, Licensor shall have the right to remove said improvements and Licensee shall reimburse Licensor for its costs and expense of removal.

#### ARTICLE IX. TAXES

**Section 9.01** Except for real property taxes assessed on or related to the value of Licensee's improvements or increases in base taxes based on Licensee's improvement or use of the Premises (which will be the sole obligation of Licensee), all real property taxes are to be paid by Licensor. All real property taxes assessed on or related to Licensee's improvements shall be paid by Licensee. Each year, Licensor shall notify Licensee of Licensee's obligation pursuant to this paragraph. Licensee shall make payment within ten (10) days of receipt of such notice. Licensor shall have the right to pay Licensee's portion of the real property taxes to avoid a tax lien being placed on the Premises. In that event, Licensee shall be in breach of this License unless, within ten (10) days of receiving this notice, Licensor has cured said breach by paying Licensee's portion of the real property taxes as required by this Section. Licensee shall have the right to contest, in good

faith, the validity or the amount of any tax or assessment levied against the Licensee's improvements on the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensee with respect to the valuation of the Premises. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee.

**Section 9.02** Licensee promises and agrees to pay taxes and assessments levied upon the personal property owned, used, and occupied by Licensee, and if the same be assessed to Licensor, Licensor shall segregate such taxes and bill same to Licensee who shall pay the same to Licensor upon demand.

## ARTICLE X. MECHANIC'S LIENS

**Section 10.01** Licensee agrees to pay promptly for all labor done or materials furnished for any work or repair, maintenance, improvement, alteration or addition done by Licensee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the Premises, Licensee shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or if Licensee, in Licensee's discretion and in good faith, determines that such lien should be contested, Licensee shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the Premises during the pendency of such period or if Licensee fails to furnish such security, then, in addition to other right or remedy, Licensor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Licensee shall repay to Licensor on demand all sums disbursed hereunder, including Licensor's costs, expenses, and reasonable attorneys' fees incurred by Licensor in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Licensor to subject Licensor's interest in the real property, of which the Premises are a part, to liability under any mechanic's lien law.

### Postings of Notices of Non-responsibility

**Section 10.02** Licensor shall at all times have the right to post and to keep posted on the Premises such notices provided for under the laws of the State of California for the protection of the Premises from mechanic's liens or liens of a similar nature.

**Section 10.03** Licensor waives any and all lien rights and rights of distraint it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this License, regardless of whether any portion is deemed real or personal property under applicable law and Licensor consents to Licensee's right to remove all or any portion of the Communication Facility, except the communication tower which is owned by the Licensor, §1.04, from time to time in Licensee's sole discretion and without Licensor's consent.

ARTICLE XI.  
DEFAULT

Acts Constituting a Default

**Section 11.01** Any and all of the following actions shall constitute a default of this License:

- (a) Use, by Licensee, of the Premises for any purpose other than as authorized in this License; or
- (b) Default, by Licensee, in the payment of Rent or any other sums owing when due; or
- (c) Abandonment of the Premises and/or Licensee's improvements by Licensee for thirty (30) days or more; or
- (d) Assignment of the Premises by Licensee, either voluntarily or by operation of law, whether by judgment, executions, death or any other means; or
- (e) The filing by Licensee or any other person of a voluntary or involuntary petition in bankruptcy or an arrangement by or against Licensee; the adjudication of Licensee as a bankrupt or insolvent; the appointment of a receiver of the business or assets of Licensee, except a receiver appointed at the instance or request of Licensor; the general or other assignment by Licensee for the benefit of Licensee's creditors; or
- (f) A default in the performance of any of the terms, covenants, and conditions herein contained; or
- (g) The inability of Licensee to pay the Rent herein specified or to perform any of the terms, covenants or conditions herein by Licensee to be kept or performed.
- (h) Failure of Licensee to maintain a safe environment, properly handle authorized hazardous substances, permit unauthorized hazardous materials to be brought on the Premises or to remain in compliance with the provisions of Section 3.02, shall be an immediate default

Remedies of Licensor on Default

**Section 11.02**

- (a) Termination. In the event of the occurrence of any material default, Licensor shall have the right, with or without notice or demand, to immediately terminate this License, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Licensee and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Licensor may have under this License, or at law or equity by reason of Licensee's default or of such termination.

- (b) Continuation After Default. Even though Licensee has breached this License and/or abandoned the Premises, this License shall continue in effect for so long as Licensor does not terminate Licensee's right to possession under subsection 11.02(a) hereof, and Licensor may enforce all its rights and remedies under this License, including, but without limitation, the right to recover Rent as it becomes due, and Licensor, without terminating this License, may exercise all of the rights and remedies of a Licensor under Section 1951.4 of the Civil Code of the State of California or any successor code section. Acts of maintenance, preservation or efforts to License the Premises or the appointment of a receiver upon application of Licensor to protect Licensor's interest under this License shall not constitute an election to terminate Licensee's right to possession.
- (c) Damages Upon Termination. Should Licensor terminate this License pursuant to the provisions of subsection 11.02(a) hereof, Licensor shall have all the rights and remedies of a Licensor provided by Section 1951.2 of the Civil Code of the State of California, or successor code sections. Upon such termination, in addition to any other rights and remedies to which Licensor may be entitled under applicable law, Licensor shall be entitled to recover from Licensee: (1) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination, (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Licensee proves could have been reasonably avoided, (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such Rent loss that the Licensee proves could be reasonably avoided, and (4) any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in (1) and (2) above shall be computed with interest at the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

Nothing contained in this License, and no security or guarantee of the Licensee that Licensor holds now or in the future under this License, shall in any way constitute a bar or defense to an action by Licensor in unlawful detainer or for recovery of the site.

#### Waiver of Breach

**Section 11.03** Licensor's or Licensee's failure to act upon any default or breach of covenant on the part of the other party shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of such non-defaulting party to insist upon the performance by the defaulting party of any term, covenant, or condition hereof, or to exercise any rights given such non-defaulting party on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of Rent hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this License.

The failure of any non-defaulting party to insist upon the strict performance of the terms, conditions, covenants, and agreements herein contained, or any of them, shall not constitute or be considered as a waiver of or relinquishment of the non-defaulting party's rights thereafter to enforce any such default or term, condition, covenant or agreement and the same shall continue in full force and effect,

ARTICLE XII.  
GENERAL PROTECTIVE PROVISIONS

Notice of Fire, Hazardous Spill or Emergency Situation

**Section 12.01** Licensee shall, in the case of fire, hazardous spill or any other emergency situation anywhere on the Premises, give immediate notice to Licensor at the emergency contact phone numbers provided by Licensor to Licensee from time to time. In case of any fire, hazardous spill or other emergency situation anywhere on the Premises, Licensor shall have the right to immediately enter upon the Premises by whatever means necessary and available to Licensor. Licensee acknowledges and agrees that it shall report any hazardous spills caused by Licensee to the appropriate agencies and shall be responsible to remediate any such release caused by the Licensee to standards established by the appropriate government agency.

Holding Over

**Section 12.02** Licensee shall pay Licensor for each day Licensee retains possession of all or any portion of the Premises after expiration or termination of this License ("Holdover Term") by lapse of time or otherwise at the rate ("Holdover Rate") which shall be One Hundred Fifty Percent (150%) of the amount of the Rent for the last period prior to the date of such termination, prorated on a daily basis, and also pay all damages sustained by Licensor by reason of such retention. If Licensor gives notice to Licensee of Licensor's election to such effect, such holding over shall constitute renewal of this License on a month-to-month basis at the Holdover Rate, but if the Licensor does not so elect, no such renewal shall result notwithstanding acceptance by Licensor of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Section shall be deemed to waive Licensor's right of reentry or any other right under this License or at law.

Surrender at End of Term

**Section 12.03** Licensee shall peaceably give up and surrender to Licensor the Premises and every part thereof at the end of the term of this License.

Release of Licensor After Sale

**Section 12.04** In the event of a sale or conveyance by Licensor of the Premises or any part containing the Premises, Licensor shall, except for those obligations that expressly herein survive the expiration or earlier termination of this License, be released from any future liability

upon any of the covenants or conditions, expressed or implied, in favor of Licensee, and in such event, Licensee agrees to look solely to the successor in interest of Licensor in and to this License.

#### Licensee's Quitclaim

**Section 12.05** At the expiration or earlier termination of this License, Licensee shall execute, acknowledge, and deliver to Licensor, within ten (10) days after written demand from Licensor to Licensee, any quitclaim deed or other document required by any reputable title company to remove the cloud of this License from the Premises and the Property.

#### Emergency Situations

**Section 12.06** Notwithstanding anything to the contrary in this License, if a situation exists in which an immediate threat is posed to (i) the health and safety to the public or any visitor to the Premises; or (ii) the physical integrity of the Premises (an "Emergency Situation") that Licensor reasonably determines to be attributable to Licensee's equipment, upon written or verbal notice, Licensee shall act diligently and expeditiously to remedy the Emergency Situation. Should Licensee fail to remedy the Emergency Situation or should Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the Emergency Situation, Licensor may then act to remedy the Emergency Situation, including, if reasonably determined by Licensor to be necessary, interrupting the power supply to Licensee's equipment, and Licensee shall have no recourse against Licensor as a result of such action, unless Licensor acted with gross negligence or willful misconduct.

### ARTICLE XIII. GENERAL PROVISIONS

#### Covenants

**Section 13.01** It is mutually agreed that the letting hereunder is made under and subject to the terms, covenants, and conditions of this License and that Licensee covenants as a material part of the consideration for this License to keep and perform each and all of said terms, covenants, and conditions by Licensee to be kept or performed, and that this License is by Licensee to be kept or performed, and that this License is made upon the condition of such performance.

#### Provisions Deemed Covenants and Conditions

**Section 13.02** The parties agree that all the provisions of this License are to be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance and that all of the provisions hereof shall bind and inure to the benefit of the parties to this License and, subject to the provisions of this License relating to assignment, their respective heirs, legal representatives, successors and assigns.

#### Time of Essence

**Section 13.03** Time is of the essence in the performance of each provision of this License, and, unless specifically provided otherwise within this License, a delay of twenty-four (24) hours on any major issue is agreed to be a material breach of this License.

## Cumulative Remedies

**Section 13.04** The specified remedies to which Licensor or Licensee may resort under the terms of this License are cumulative and not intended to be exclusive of any other remedies afforded by law. The waiver of the performance of any term, covenant or condition of this License by Licensor and Licensee shall not be construed as a waiver of any subsequent breach of the same term, covenant or condition.

## Attorneys' Fees

**Section 13.05** In the event either party institutes legal proceedings against the other for breach of or interpretation of any of the terms, conditions or covenants of this License, the non-prevailing party shall pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

## Binding on Successors

**Section 13.06** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

## Captions

**Section 13.07** The titles or headings of the paragraphs of this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

## No Waiver of Covenants or Conditions

**Section 13.08** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally.

## Invalidity

**Section 13.09** If any of the terms, covenants, conditions or provisions of this License are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## Notices

**Section 13.10** All written notices required hereunder shall be given by certified or registered mail, postage prepaid, addressed to the recipient at the address set forth below or at such other address as may be designated by such party from time to time:

Licensor: Humboldt Redwood Company, LLC  
Attn: Contract Management  
PO Box 712  
Scotia, CA 95565

Licensee: County of Humboldt  
County Administrative Office  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501

#### Agency

**Section 13.11** Nothing contained in this License shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association other than Licensor and Licensee, as set forth in the introduction.

#### Extensions

**Section 13.12** All references to the term of this License shall include any extension of such term.

#### As-Is

**Section 13.13** Licensor makes no warranty or representation that the Premises are suitable for Licensee's use, it being assumed that Licensee has investigated the feasibility of the Premises for Licensee's business operations and use. Licensee has inspected the Premises and, accepts the same "AS IS" (or has assumed the risk for failure to investigate) and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Premises for use by Licensee. Licensor shall have no responsibility for, or obligation or liability with respect to: (1) the reliability or continued operation of the system installed by Licensee in the Premises, or any portion thereof; or (2) the suitability, sufficiency or compatibility of any components installed by Licensee pursuant to this License or the use or operation thereof. Notwithstanding anything to the contrary contained herein, Licensor and Licensee acknowledge and agree that the foregoing shall not serve in any form as either a waiver or a release by the Licensee of any of the Licensor's obligations or warranties set forth under the terms of the License or any subsequent amendments or modifications thereof.

#### Governing Law

**Section 13.14** This License shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement 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.



## Peaceful Enjoyment

**Section 13.15** Licensor covenants and agrees that, upon Licensee's paying the Rent and observing and performing all of the terms, covenants and conditions on Licensee's part to be observed and performed under this License, Licensee shall peacefully and quietly enjoy the Premises from any party claiming by, through or under Licensor during the Term.

## Miscellaneous

**Section 13.16** Neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its reasonable control, whether or not similar to the foregoing.

**Section 13.17** Neither party shall acquire any right to use, and shall not use, without the prior written consent of the other party, the prices, terms and conditions (but not the existence) of this License, the names, copyrighted materials, trademarks or service marks of the other party, its related or subsidiary companies, parent, employees, directors, shareholders, assigns, successors or licensees: (a) in any advertising, publicity, press release, client list, presentation, promotion, or other public disclosure; (b) to express or to imply any endorsement of such party or such party's products or services; or (c) in any manner other than expressly in accordance with this License. The parties further agree that any press releases, public announcement, confirmation or other information regarding this License or the transactions contemplated hereby shall be made only after each party hereto has approved in writing the time, form and context of any such information to be disseminated to third parties or the public. Nothing in this Section 13.17 or in any other section of the License is intended or shall be construed to prevent Licensee from complying with the California Public Records Act, Government Code section 6250 et seq., or the Ralph M. Brown Act, Government Code section 54950 et seq.

**Section 13.18** Licensor certifies by its signature below that Licensor is not a nuclear weapons contractor, in that Licensor 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. Licensor agrees to notify Licensee immediately if it becomes a nuclear weapons contractor as defined above. Licensee may immediately terminate this License if it determines that the foregoing certification is false or if Licensor becomes a nuclear weapons contractor.

Executed the day and year first above written.

**LICENSOR**


Humboldt Redwood Company, LLC  
a Delaware limited liability company

**LICENSEE**

County of Humboldt,, a political subdivision  
of the State of California

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By: Adam J. Steinbuck, Director, Asset  
Management



---

By: Chairman, Board of Supervisors,  
County of Humboldt, State of California

(SEAL)  
Clerk of the Board



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Clerk of the Board

**INSURANCE CERTIFICATES  
REVIEWED AND APPROVED:**



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By: Dan Fulks, Risk Manager

**EXHIBIT A**

**The Premises and Description of the Mt. Pierce  
Communications Site #1, Humboldt County Vault**

That portion of the lands of Humboldt Redwood Company, LLC, a Delaware limited liability company described in Instrument No. 2008-18467-30 (Unit 1, Tract A- page 5), Official Records of Humboldt County situated in the southwest quarter of Section 31, Township 1 North, Range 1 East, Humboldt Meridian, County of Humboldt, State of California, described as follows:

The south 75 of the west 110 feet of said Section 31, as measured at right angles to the south and west lines respectively, of said Section 31, EXCEPT the west 10 feet.

ALSO EXCEPTING a triangular parcel described as follows:

BEGINNING at the southwest corner of the above described parcel;

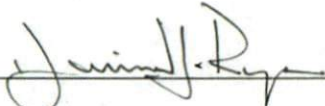
THENCE easterly along the south line of said parcel 70 feet;

THENCE North 66°48'05" West 76.2 feet to a point on the west line of said parcel 30 feet north of the point of beginning;

THENCE southerly along said line 30 feet to the POINT OF BEGINNING.

NOTE: This description is not based on a field survey. The Humboldt Base and Meridian Initial Point as depicted in Google Earth images was used to define the location of this description. I certify to personal knowledge of the reliability of this feature being used to control this description.

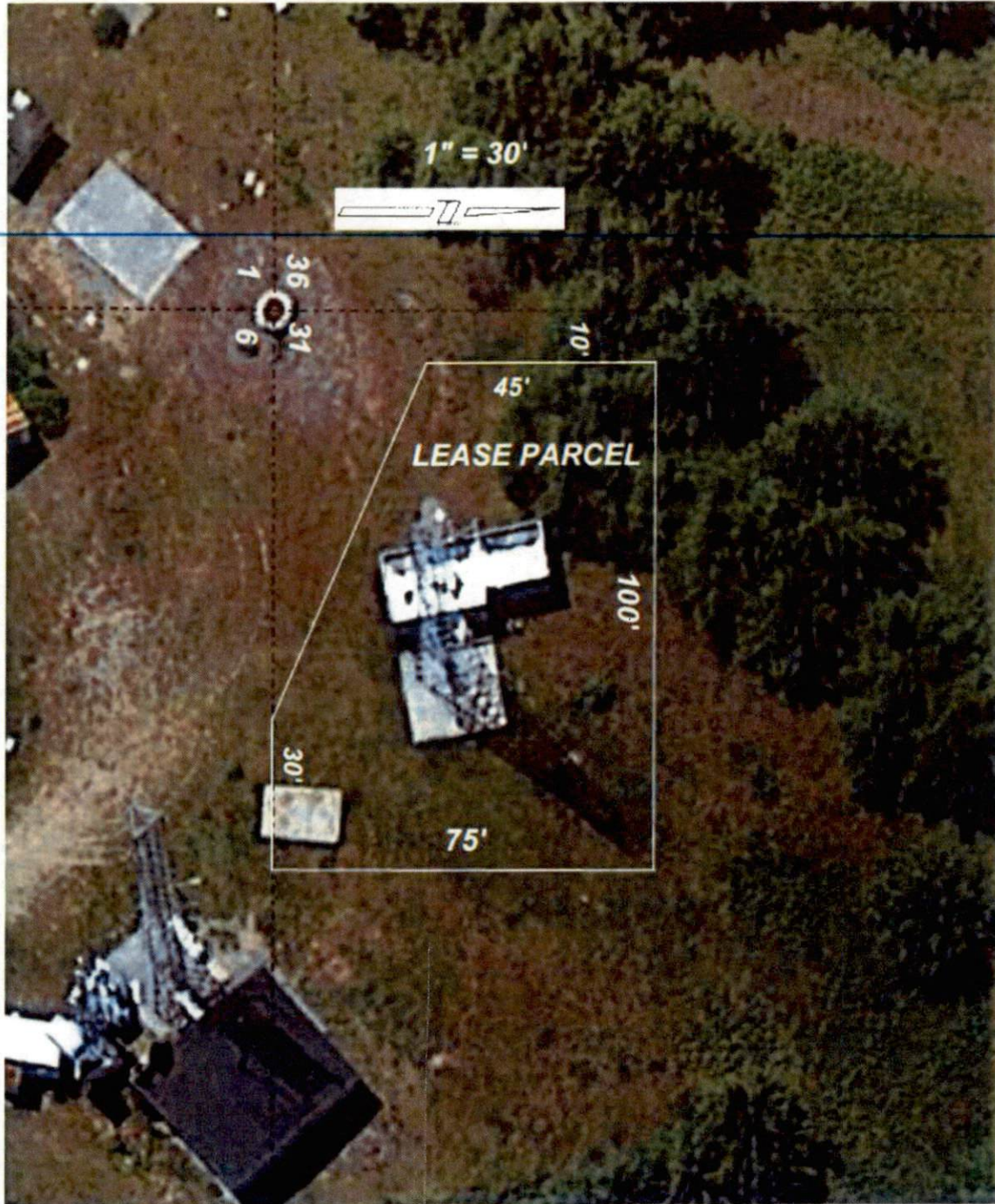
END OF DESCRIPTION

  
\_\_\_\_\_  
David J. Ryan, LS 6212.  
Dated 5/8/2015



**EXHIBIT B**

**The Tower and Buildings of the Mt. Pierce  
Communications Site #1, Humboldt County Vault**



## EXHIBIT C

### Schedule of Rent Rates for Humboldt County at the Mt. Pierce Communication Site

Year 1	\$10,000
Year 2	\$20,000
Year 3	\$30,000
Year 4	\$40,000
Year 5	\$50,000

Years 6-10 based upon the Consumer Price Index for all Urban Consumers, US all items, 1982-84. See Section 2.04.

## EXHIBIT D

### Permitted Use - Communication Facility

The Premises may only be used for the transmission and reception of communications signals and the installation, modification, construction, maintenance, operation, repair, replacement, supplement, and upgrade of its communications fixtures and related equipment, cables, accessories, appurtenances and improvements, which may include a suitable support structure/tower, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"). Licensee further may, but is not obligated to, add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, at no additional cost to Licensor. Licensee may install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make improvements, alterations, upgrades or additions appropriate for Licensee's use of the Communication Facility ("Licensee Changes"). Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its operation and use of the Communication Facility on the Premises. Licensee may modify, supplement, replace, or upgrade the equipment. Licensee will be allowed to make such alterations to the Premises in order to accomplish Licensee's Changes or to insure that Licensee's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, and only if those changes comply with Section 3.05 and do not cause interference with other existing operations. Licensee is responsible for inspection, maintenance and repair of the tower and all equipment on the tower and maintenance and repair of the building and all communications equipment located at the Premises. Copies of all inspection notations, forms, certifications, and reports shall be provided to Licensor.

Licensee may request, and Licensor will not unreasonably withhold, a Temporary Construction Easement if and when Licensee replaces or improves the existing communication vault within the Premises. The Temporary Construction Easement if necessary may have a footprint outside of the Premises for the duration of the construction. The Temporary Construction Easement will be a separate document and given at no cost to the Licensee.

Licensee is only authorized to maintain equipment for the sole purpose of supporting the services of receiving and broadcasting government related communications. No commercial broadcasts are authorized.

**EXHIBIT E**  
**Access Roads to the Mt. Pierce**  
**Communications Site #1, Humboldt County Vault**



**EXHIBIT F**  
**ADDITIONAL TERMS**

Additional Terms for non-owned or controlled access road use.

As provided for in Section 3.04 (d), Licensor grants Licensee a license to use the following described access road, which is also shown on Exhibit E:

As provided for in Section 6.03 (a) of this License and required in Item 3. of the First Addendum to Reciprocal Easement Agreement, Humboldt County Official Record 2010-12147-10, of the original agreement recorded in the Official Records of Humboldt County December 23, 1994, Doc. #1994-34426-12: Russ Ranch and Timber Company, LLC shall be named as additional insured. Any other Trusts and parties so designated by Russ Ranch and Timber Company, LLC as owners of the affected property and access roads, which in this case also include Peaked Prairie Partnership and Russ Children's Partnership, shall also be named as additional insured. Their contact information for purpose of providing a certificate of insurance naming them as additional insured is as follows:

Russ Ranch and Timber Company, LLC  
Peaked Prairie Partnership  
Russ Children's Partnership  
P.O. Box 1437  
Ferndale, CA 95536

As per Section 3.04 (d) of this agreement, Licensee must comply with the terms of the attached Agreement, Exhibit H, for use of roads not owned or exclusively controlled by Licensor.



## **Exhibit G**

### **2016 Agencies in the Humboldt County Communication License**

#### **County of Humboldt Departments**

Humboldt County District Attorney

Humboldt County Sheriff

Humboldt County Public Works

Humboldt County Department of Health and Human Services - MED NET

#### **Non County Agencies**

Humboldt County Office of Education

Arcata-Mad River Ambulance Service, Inc.

Fire Chiefs Association of Humboldt

Arcata Fire Department

EXHIBIT H  
Road Use Agreement  
to Mt. Pierce

1994-34426-12

Recorded — Official Records  
Humboldt County, California  
Carolyn Cnich, Recorder

Recorded by PALCO

Rec Fee 40.00  
Clerk: MM Total: 40.00  
Dec 23, 1994 at 11:02

1 Recording Requested By  
2 And When Recorded Mail To:

3 The Pacific Lumber Company  
4 P.O. Box 37  
5 Scotia, California 95565  
6 ATTN: Thomas M. Herman  
7

8 RECIPROCAL  
9 EASEMENT, AGREEMENT

10 THIS AGREEMENT is entered into this 8 day of December, 1994,  
11 by, among and between The Pacific Lumber Company and Scotia Pacific Holding Company,  
12 Delaware corporations, hereafter referred to as "PL," and Russ Ranch and Timber Company, a  
13 California partnership, hereafter referred to as "RUSS."

14 WHEREAS, PL is the owner of certain real property in an unincorporated area of  
15 Humboldt County, California, more particularly described in Exhibit "A," attached hereto and by  
16 this reference made a part hereof, and  
17

18 WHEREAS, RUSS is the owner of certain real property in an unincorporated area of  
19 Humboldt County, California, more particularly described in Exhibit "B," attached hereto and by  
20 this reference made a part hereof, and  
21

22 WHEREAS, PL and RUSS desire to acquire certain rights of access across the lands  
23 owned by the other,

24 NOW THEREFORE, in consideration of the premises, conditions, terms and covenants  
25 hereof the parties hereto agree as follows:  
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1. Grant of Easement. PL grants to RUSS an easement across those lands owned by PL listed in Exhibit "A." and RUSS grants to PL an easement across those lands owned by RUSS listed in Exhibit "B" subject to the terms of this agreement.
2. Character of Easement. The easements granted herein are non-exclusive perpetual easements appurtenant to the dominant tenement of each party, which includes all real property now owned or hereafter acquired by either party, in fee, in townships one north one west and one south one west, Humboldt Base and Meridian.
3. Description of Easement. The easements granted in this agreement are located on existing roads within the parcels listed in Exhibits "A" and "B." The location of said existing roads is generally depicted on the attached planimetric maps Exhibit "C" depicts the roads upon the lands of PL over which easements are granted to RUSS, and depicts the roads upon the lands of RUSS over which easements are granted to PL. Exhibit "C" is attached hereto and by this reference made a part hereof.
4. Use of Easements. The easements granted herein are to be used exclusively for forest management and ranching purposes, including transportation of personnel, vehicles, equipment, livestock, logs and supplies necessary for such purposes. The easements shall not be utilized for servicing subdivisions of land, residential development, recreation or other purposes than as specifically provided above.
5. Maintenance. The easements granted in this agreement include the right to maintain the roads in useable condition. The parties shall share in maintenance proportionate to their use. During periods of non-use each party shall maintain the roads on the lands that they own. During periods of only one party using any road, said using party shall maintain the road being used and shall upon termination of use, return the

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road to a condition at least as good as when it initiated use. During periods of use by both parties, both shall share maintenance costs proportionate to their level of commercial activity.

6. Use By Third Parties. Either party may use the easements granted in this agreement through its officers, employees, contractors, agents or representatives. All users shall be bound by the terms of this agreement and the parties hereto shall control the actions of persons using the easements on their behalf in accordance with the terms hereof. Neither party shall allow any third party to use the easements for hunting, camping, fishing or other recreational activities on the lands of the other party.

7. Indemnity. PL agrees to indemnify and hold RUSS harmless from any and all liability for personal injury or property damage arising out of PL's use of the easements granted to PL in this agreement unless said liability arises out of the negligent or willful acts of RUSS. RUSS agrees to indemnify and hold PL harmless from any and all liability for personal injury or property damage arising out of RUSS' use of the easements granted to RUSS in this agreement unless said liability arises out of the negligent or willful acts of PL.

8. Insurance. During such times as the easements granted in this agreement are being used by a grantee party, said using party shall maintain public liability insurance in an amount of not less than \$1,000,000 with insurance companies acceptable to the other party. If independent contractors are employed on the behalf of the using party, said using party shall require the maintenance of equivalent insurance policies of said independent contractor.

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9. Road repairs. The parties recognize that from time to time it will be necessary to repair or improve the roads to be used pursuant to the easements granted in this agreement. It is contemplated that the roads will remain in their current position, at their existing width and current condition. Repairs may require additional cutting and filling which may require the removal of trees. Trees cut by a using party on the lands of the other shall be felled to minimize breakage, bucked to lengths specified by the owner, and decked along the road in a convenient location. Rock may be removed from the property of either party adjacent to the roads to be used for use in surfacing the roadways appurtenant to this agreement.
10. Access. The parties agree that locked gates may be installed and maintained at various locations on the roads to be used pursuant to this agreement. Both parties shall have keys or combinations to all appurtenant gates. Gates shall be kept locked when not in use. Gates need not be closed or locked while truck hauling is occurring.
11. Fees. Neither party shall pay any fee to the other party for use of the easements granted in this agreement, except as necessary for proportionate sharing of road maintenance as herein provided.
12. Assignment. This agreement shall not be assigned. Any purported assignment of this agreement or of any interest in this agreement shall be void and of no effect.
13. Attorney fees. If any legal action or proceeding arising out of or relating to this agreement is brought by either party to this agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.



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14. Entire agreement. This agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect. Any amendment to this agreement shall be of no force and effect, unless it is in writing and signed by Grantor and Grantee.

15. Binding effect. This agreement shall be binding on and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties except as otherwise provided in this agreement.

16. Execution. Executing this agreement on behalf of RUSS are Joseph Russ, IV, and Jack Russ. Their execution of this agreement represents acceptance and conveyance as herein provided on behalf of Russ Ranch and Timber Company and all partners thereto in their capacity as trustees of the following:

- Renee Ann Jackson Trust,
- Joseph Lane Russ Trust,
- Kathleen Lynn Russ Trust,
- Jack Patrick Russ Trust,
- Sarah Annette Russ Trust,
- Jack Russ Generation Skipping Transfer Trust,
- Joseph Russ, IV, Generation Skipping Transfer Trust, and
- Russ Ranch and Timber Company

IN WITNESS WHEREOF, the parties hereto have set their hands the first day hereinabove written.

RUSS RANCH AND TIMBER COMPANY

THE PACIFIC LUMBER COMPANY

By: Joseph Russ IV  
Its: \_\_\_\_\_

By: John A. Langmuir  
Its: RESIDENT + C.E.O.

By: Jack Russ  
Its: \_\_\_\_\_

SCOTIA PACIFIC HOLDING COMPANY  
By: John A. Langmuir  
Its: RESIDENT + C.E.O.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of California  
County of Humboldt  
On 12-08-94 before me, Helene E. Nicholson  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
personally appeared Joseph Russ IV  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

J. A. [Signature] Helene E. Nicholson  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
President, L.C.O.  
TITLE(S)
- PARTNER(S)       LIMITED  
                                   GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Reciprocal Easement Agreement  
TITLE OR TYPE OF DOCUMENT  
5 (FIVE)  
NUMBER OF PAGES  
12-08-94  
DATE OF DOCUMENT  
\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(ES)  
\_\_\_\_\_

1994-34426-12

(6)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5807

State of California  
County of Humboldt

On 12-08-94 before me, Helene E Nicholson  
DATE NAME, TITLE OF OFFICER - (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Jack Russ  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence as to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hor/their authorized capacity(ies), and that by his/hor/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Helene E Nicholson  
SIGNATURE OF NOTARY

John A. [Signature]

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
President, P.C.O.  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Repeical Easement Agreement  
TITLE OR TYPE OF DOCUMENT

5 (five)  
NUMBER OF PAGES

12-08-94  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(ES)

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

1994-34426-12

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of CALIFORNIA

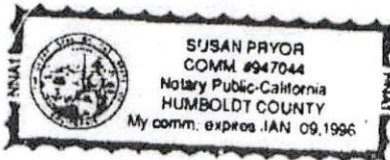
County of HUMBOLDT

On DECEMBER 23, 1994 before me, SUSAN PRYOR, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared JOHN A. CAMPBELL  
NAME(S) OF SIGNER(S)

personally known to me - OR -  provided to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
*Susan Pryor*  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
PRESIDENT & CEO  
TITLE(S)
- PARTNER(S)       LIMITED  
                                  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

RECIPROCAL EASEMENT AGREEMENT  
TITLE OR TYPE OF DOCUMENT

12  
NUMBER OF PAGES

DECEMBER 8, 1994  
DATE OF DOCUMENT

JOSEPH RUSS IV & JACK RUSS  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
THE PACIFIC LUMBER COMPANY



**EXHIBIT "A"**

The Pacific Lumber Company Ownership

Township 1-North, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
13	NW¼ SW¼, SW¼ NW¼	205-031-51
14	SE¼, N½ SW¼, SW¼ SW¼	205-031-21
16	S½ SW¼	106-191-06
25	W½	205-021-02
35	E½ SE¼	205-021-06
36	SW¼, E½, E½ NW¼	205-021-23

Township 1-South, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
1	SW¼ SW¼	103-012-02
1	N½ NW¼	103-012-04
1	S½ NW¼, N½ SW¼, SE¼ SW¼, SW¼ SE¼, E½	103-012-05
2	S½ SE¼, NE¼ SE¼	103-011-06
2	NE¼ NE¼	103-011-07
2	S½ NE¼	103-011-09
3	NE¼ NW¼	103-022-02
11	NW¼ NE¼	103-151-02
11	NW¼, NE¼ NE¼	103-151-01
12	NW¼	103-152-01
12	NW¼ NE¼	103-152-02

1994-34426-12

**EXHIBIT "A" - (Cont.)**

Township 1-North, Range 1-East, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
31	SW $\frac{1}{4}$ SW $\frac{1}{4}$	205-051-07

Township 1-South, Range 1-East, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
6	NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	211-011-04 211-011-05

1994-34426-12

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**EXHIBIT "B"**

The Russ Ranch and Timber Company Ownership

Township 1-North, Range 1-West, H.B. & M.

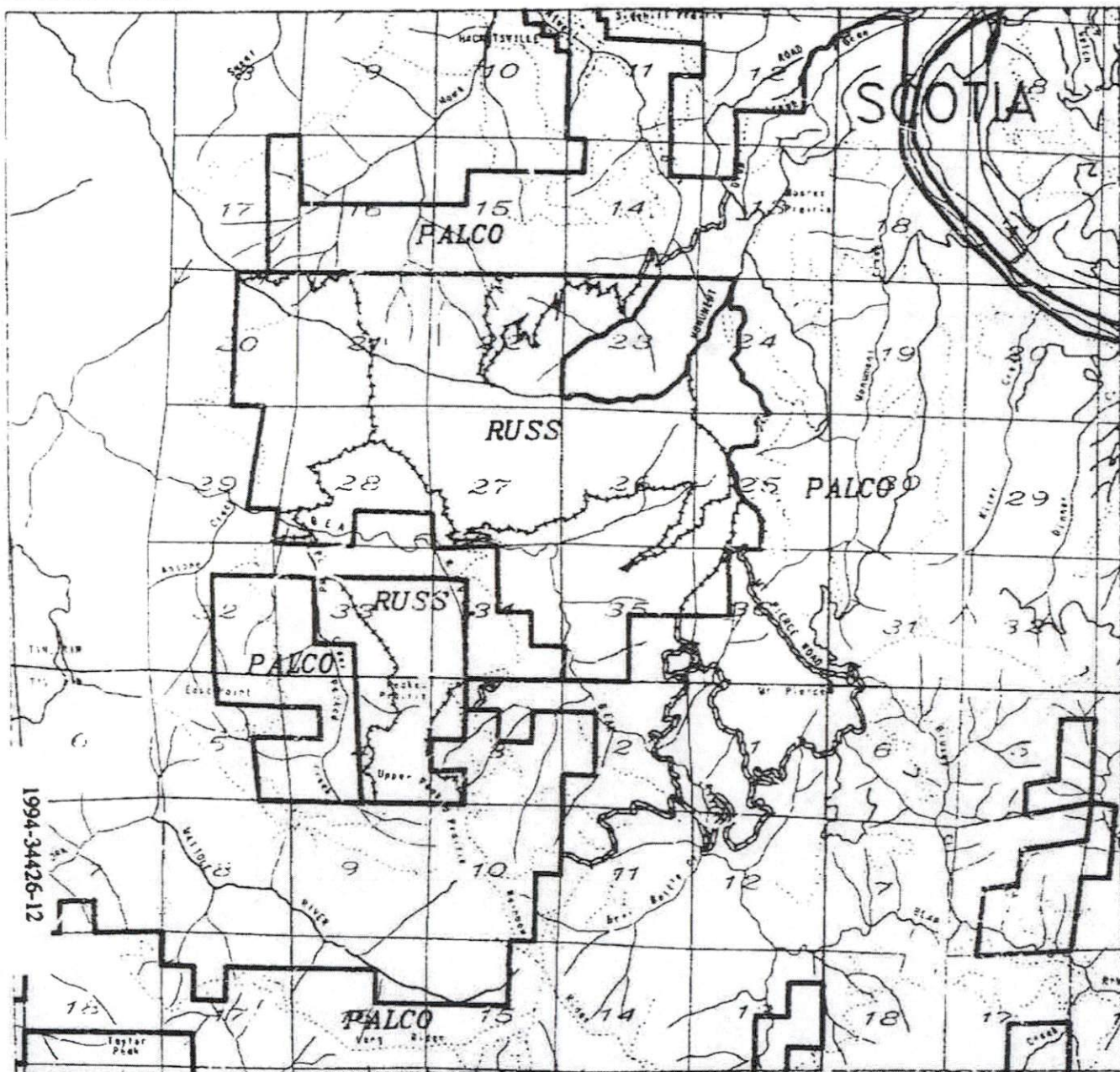
Section	Subdivision	Portions of Assessor Parcel Number
20	N $\frac{1}{2}$ NE $\frac{1}{4}$	102-132-04
21	N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$	106-191-11
21	W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$	106-191-12
22	NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$	106-191-09
22	E $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$	106-191-10
23	NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$	205-021-18
23	SE $\frac{1}{4}$ SE $\frac{1}{4}$	205-021-21
24	SW $\frac{1}{4}$ SW $\frac{1}{4}$	205-021-15
25	W $\frac{1}{2}$	205-021-14
26	N $\frac{1}{2}$ S $\frac{1}{2}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	205-021-19
27	S $\frac{1}{2}$ S $\frac{1}{2}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	106-201-02
28	NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$	106-201-01
33	SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$	106-201-06
35	NE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$	205-021-07
36	W $\frac{1}{2}$ NW $\frac{1}{4}$	205-021-05

Township 1-South, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
3	W $\frac{1}{2}$ NW $\frac{1}{4}$	103-022-01
3	SW $\frac{1}{4}$ SW $\frac{1}{4}$	103-022-04
4	NE $\frac{1}{4}$ , SE $\frac{1}{4}$	103-021-03

1994-34426-12

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Pacific Lumber Company  
and  
Russ Ranch & Timber Company  
Reciprocal Easement Agreement

Legend

PALCO  
 RUSS

TIN, ROW and TIS, ROW, HUM

Scale 1" = 1 mile

Lands of the Pacific  
Lumber Company

**PALCO**

1994-34426-12

Map and Analysis by Rob Retland and Foyce Rice - 8/14/94 - TPL Map No. 1402

10

**RECORDING REQUESTED BY  
AND MAILED TO:**

NAME: Humboldt Redwood Co., LLC

ATTN: Tom Schultz

STREET: P.O. Box 37

CITY: Scotia, CA 95565

**2010-12147-10**

Recorded — Official Records  
Humboldt County, California  
Carolyn Crnich, Recorder

Recorded by HUMB REDWOOD

Rec Fee 40.00  
Clerk: KL Total: 40.00  
Jun 10, 2010 at 11:26

**EXHIBIT" F-2**

Road #2

**FIRST ADDENDUM  
TO  
RECIPROCAL EASEMENT AGREEMENT**

This page added to provide adequate space for recording information  
(Additional recording fee applies)

(1)

**FIRST ADDENDUM  
TO  
RECIPROCAL EASEMENT AGREEMENT**

THIS FIRST ADDENDUM TO RECIPROCAL EASEMENT AGREEMENT is made and entered into effective the 1<sup>st</sup> day of January, 2010, by and between Humboldt Redwood Company, LLC a Delaware limited liability company ("HRC"), and Russ Ranch and Timber Company, a California partnership ("RUSS").

WHEREAS, The parties hereto entered into a RECIPROCAL EASEMENT AGREEMENT dated December 8, 1994 ("AGREEMENT") which was recorded December 23, 1994 as document 1994-34426-12 in Official Records of Humboldt County, CA and now agree to amend the AGREEMENT.

WHEREAS, The description of the HRC property subject to this First Addendum is attached as Exhibit A, the description of the RUSS property is attached as Exhibit B and the location of the subject roads is generally depicted on the planimetric map attached as Exhibit C.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as herein contained, the parties hereto agree and contract as follows:

1. HRC is the successor in interest to The Pacific Lumber Company and Scotia Pacific Holding Company as the owner of certain real property in an unincorporated area of Humboldt County, California, more particularly described in Exhibit "A" of the AGREEMENT.

2. The term "forest management" as used in Section 4 Use of Easements, of the AGREEMENT shall include the erection, construction, alteration or maintenance of communication transmission facilities which are a compatible use for Timber Production Zoned Land as listed in the Humboldt County Zoning Regulations, Section 314-7.4 TIMBERLAND PRODUCTION ZONE.

3. In the exercise of the rights granted in Section 6. Use By Third Parties, of the AGREEMENT, where a Lease or License is issued by either party for the use of their property, the Lease or License shall become subject to the terms of the AGREEMENT and this ADDENDUM. The insurance coverage required in Section 8 of the AGREEMENT shall be written for the protection of the respective property owner over which the road is being used.

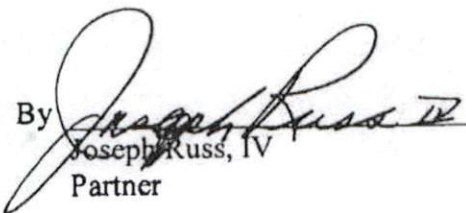
4. Except as otherwise provided in this ADDENDUM, each and all of the terms and provisions of the AGREEMENT shall be and remain in full force and effect.

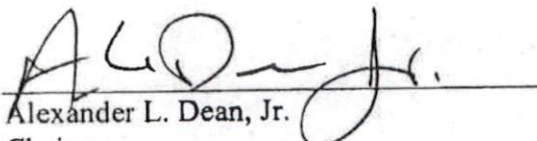
IN WITNESS WHEREOF, the parties hereto have executed this FIRST ADDENDUM TO RECIPROCAL EASEMENT AGREEMENT on the day and year first above written.

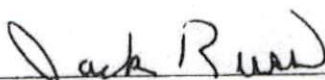
(2)

RUSS RANCH & TIMBER COMPANY  
"RUSS"

Humboldt Redwood Company, LLC  
~~MENDOCINO REDWOOD COMPANY, LLC~~  
"MRC" "HRC"

By   
Joseph Russ, IV  
Partner

By   
Alexander L. Dean, Jr.  
Chairman

By   
Jack Russ  
Partner

(3)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Humboldt

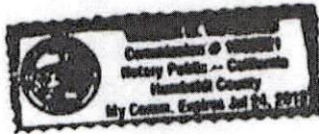
On April 22, 2010 before me, Shauna Rothbergs, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Joseph Russ, IV  
Name(s) of Signer(s)  
Jack Russ

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature: Shauna Rothbergs  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: First Addendum to Reciprocal Lease Agreement

Document Date: January 1, 2010 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Joseph Russ, IV Signer's Name: Jack Russ

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



(4)

**ILLEGIBLE NOTARY SEAL DECLARATION**

**GOVERNMENT CODE 27361.7**

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Shanna M. Rotbergs

Date Commission Expires: July 24, 2013

Notary Commission Number: 1858821

State of Commission: California

County of Commission: Humboldt

State of Notary Execution: California

County of Notary Execution: Humboldt

Date of Notary Execution: April 22, 2010

Date: 6/8/2010

  
Signature

\_\_\_\_\_  
(Firm Name, if applicable)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco

On May 18<sup>th</sup>, 2010 before me, Jennifer Budke, Notary Public

personally appeared Alexander L Dean, Jr.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Budke



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Amendment to Reciprocal Easement w/ Russ Family  
Document Date: January 7, 2010 Number of Pages: memo + 2 page doc + original easement  
Signer(s) Other Than Named Above: Joseph Russ IV & Jack Russ

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Alexander L. Dean, Jr  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: Chairman



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**

The Pacific Lumber Company Ownership

Township 1-North, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
13	NW¼ SW¼, SW¼ NW¼	205-031-51
14	SE¼, N½ SW¼, SW¼ SW¼	205-031-21
16	S½ SW¼	106-191-06
25	W½	205-021-02
35	E½ SE¼	205-021-06
36	SW¼, E½, E½ NW¼	205-021-23

Township 1-South, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
1	SW¼ SW¼	103-012-02
1	N½ NW¼	103-012-04
1	S½ NW¼, N½ SW¼, SE¼ SW¼, SW¼ SE¼, E½	103-012-05
2	S½ SE¼, NE¼ SE¼	103-011-06
2	NE¼ NE¼	103-011-07
2	S½ NE¼	103-011-09
3	NE¼ NW¼	103-022-02
11	NW¼ NE¼	103-151-02
11	NW¼, NE¼ NE¼	103-151-01
12	NW¼	103-152-01
12	NW¼ NE¼	103-152-02

EXHIBIT "A" - (Cont.)

Township 1-North, Range 1-East, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
31	SW $\frac{1}{4}$ SW $\frac{1}{4}$	205-051-07

Township 1-South, Range 1-East, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
6	NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	211-011-04 211-011-05



## EXHIBIT "B"

The Russ Ranch and Timber Company Ownership

Township 1-North, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
20	N½ NE¼	102-132-04
21	N½ NW¼, SE¼ NE¼	106-191-11
21	W½ SE¼, SE¼ NW¼	106-191-12
22	NE¼, E½ NW¼	106-191-09
22	E½ SW¼, N½ SE¼	106-191-10
23	NW¼, NW¼ NE¼	205-021-18
23	SE¼ SE¼	205-021-21
24	SW¼ SW¼	205-021-15
25	W½	205-021-14
26	N½ S½, SW¼ SW¼, S½ SE¼ NE¼ NE¼	205-021-19
27	S½ S½, NW¼ SW¼	106-201-02
28	NW¼, SW¼, NE¼, N½ SE¼	106-201-01
33	SE¼ NW¼, NE¼ SW¼, SE¼	106-201-06
35	NE¼ NW¼, N½ NE¼, SE¼ NE¼	205-021-07
36	W½ NW¼	205-021-05

Township 1-South, Range 1-West, H.B. & M.

Section	Subdivision	Portions of Assessor Parcel Number
3	W½ NW¼	103-022-01
3	SW¼ SW¼	103-022-04
4	NE¼, SE¼	103-021-03

1994-34426-12

2010-12147-10

