

R00492

LICENSE AGREEMENT

This License Agreement, made and entered into in duplicate this 4th day of MARCH, 97, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RESORT IMPROVEMENT DISTRICT NO. 1, hereinafter referred to as LICENSOR;

WHEREAS, COUNTY desires to use premises for the Department of Public Works and LICENSOR desires to allow COUNTY to use the premises described herein;

NOW, THEREFORE, it is mutually agreed as follows:

(1) LICENSE NOT A LEASE

This Agreement does not constitute a lease, but constitutes a mere non-exclusive revocable license, and COUNTY is limited to the use of the premises expressly and specifically described in paragraph 3 below.

(2) PREMISES

COUNTY is hereby permitted to use the following described property located in Shelter Cove, County of Humboldt, State of California:

That real property located on a portion of Section 9, T.5S., R.1E., H.M., which is outlined on Exhibit A, which is attached hereto and incorporated herein. LICENSOR reserves a non-exclusive, assignable easement for ingress and egress, which includes but is not limited to the right to construct additional roads over the said premises.

(3) USE OF PREMISES

The premises shall be used as a solid waste container site and for no other use without LICENSOR'S written consent.

(4) TERM

The initial term of this Agreement shall commence upon approval by COUNTY and shall terminate on January 31, 2022, unless COUNTY gives ninety (90) days written notice of termination. Any holding over with LICENSOR'S consent beyond the term of this Agreement shall be a month-to-month tenancy.

(5) RENT

COUNTY shall pay to LICENSOR One Hundred Dollars (\$100.00) per year. Said rent is payable in advance at the beginning of each year.

(6) COMPLIANCE WITH LAWS

COUNTY agrees to comply with all local, federal, and state laws and regulations that are now in effect or that may hereafter be adopted pertaining to COUNTY'S use of said premises.

(7) MAINTENANCE

COUNTY:

COUNTY shall maintain the premises in a clean and sanitary condition and free from rodents, insects, and obnoxious odors, as reasonably possible. COUNTY also agrees to be responsible for maintenance and repairs to the following;;

A. Maintain the existing landscaping on the south and east sides of the premises that screen the site from Telegraph Creek Road.

B. Damage caused by the negligence of COUNTY personnel.

C. All improvements made by COUNTY to premises, including but not limited to paving and drainage.

LICENSOR:

A. LICENSOR agrees to maintain outside of said premises in a good and clean condition.

B. LICENSOR shall be responsible for any repairs caused by LICENSOR'S personnel and/or invitees.

(8) IMPROVEMENTS AND ALTERATIONS

COUNTY may make non-structural alterations or improvements to the premises to accommodate COUNTY'S use of the premises, at its sole cost and expense. However, COUNTY shall not make any alterations or improvements to the premises without the prior written consent of LICENSOR. Such consent shall not be unreasonably withheld.

(9) SIGNS

COUNTY, at its cost, shall have the right to place, construct, and maintain on the premises one or more signs advertising its business at the premises and no other signs. However, LICENSOR shall be consulted prior to installation of any signs. LICENSOR and COUNTY shall mutually agree as to the location, size, and style of any signs.

(10) REAL PROPERTY TAXES

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

(11) HOLD HARMLESS INDEMNIFICATION

COUNTY agrees to indemnify and hold harmless and, at its own risk, cost and expense, defend LICENSOR from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts as related to COUNTY'S use of said premises, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time the LICENSOR incurs such costs.

LICENSOR agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend the COUNTY, its Board of Supervisors, officers, agents, and employees from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from LICENSOR'S negligence, intentional acts as related to LICENSOR'S use of said premises, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incurs such costs.

(12) DESTRUCTION OF PREMISES

In the event the premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Agreement upon written notice within thirty (30) days following the date of loss.

(13) NUCLEAR FREE CLAUSE

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 COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may

immediately terminate this Agreement if it determines that the foregoing certification is false or if LICENSOR becomes a nuclear weapons contractor.

(14) LICENSOR DEFAULT

LICENSOR shall be in default of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by COUNTY to LICENSOR.

If the default cannot reasonably be cured within thirty (30) days, LICENSOR shall not be in default of this Agreement if LICENSOR commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

COUNTY, at any time after LICENSOR commits a default, can cure the default at LICENSOR'S cost. If COUNTY at any time, by reason of LICENSOR'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due immediately from LICENSOR to COUNTY at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSOR.

If LICENSOR fails to cure the default, COUNTY shall have the right to terminate this Agreement.

(15) COUNTY DEFAULT

COUNTY shall be in default of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by LICENSOR to COUNTY.

If the default cannot reasonably be cured within thirty (30) days, COUNTY shall not be in default of this Agreement if COUNTY commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

LICENSOR, at any time after COUNTY commits a default, can cure the default at COUNTY'S cost. If LICENSOR at any time, by reason of COUNTY'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by LICENSOR shall be due immediately from COUNTY to LICENSOR at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by LICENSOR until LICENSOR is reimbursed by COUNTY.

(16) TERMINATION

COUNTY reserves the right to terminate this Agreement for any cause or reason provided by the Agreement itself or by law.

Upon termination, COUNTY agrees to remove all personal property not attached to LICENSOR'S property. COUNTY also agrees to provide all work necessary to return premises to as natural a condition as possible.

(17) NOTICE

All notices required by this Agreement shall be given by first class mail to the respective addresses set forth below:

LICENSOR: Resort Improvement District No. 1
9126 Shelter Cove Road
Whitethorn CA 95589

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

It shall be deemed that notice is validly given upon deposit in the United States mail.

(18) ASSIGNMENT

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

(19) AGREEMENT MODIFICATION

This Agreement may be modified only by subsequent written agreement signed by COUNTY and LICENSOR.

(20) LICENSOR NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

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

(21) ATTORNEYS' FEES

In the event of any litigation arising between the parties related to this Agreement, or the rights and duties of either party with respect thereto, the prevailing party shall be entitled to reasonable attorneys' fees.

(22) WAIVER OF BREACH

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

(23) BREACH, REMEDY FOR

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

(24) BINDING EFFECT

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

(25) JURISDICTION AND APPLICABLE LAWS

This Agreement shall be construed under 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.

(26) PROVISIONS REQUIRED BY LAW

Each and every provision of law or clause required to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If for any reason any such provision is not inserted, or if not correctly stated, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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

(SEAL)
ATTEST:
CLERK OF THE BOARD

LICENSOR:
RESORT IMPROVEMENT
DISTRICT NO. 1

BY *Don Friedman*
MAR - 4 1997

BY *E. J. Boman*

APPROVED AS TO FORM:
COUNTY COUNSEL

TITLE General Manager

COUNTY OF HUMBOLDT

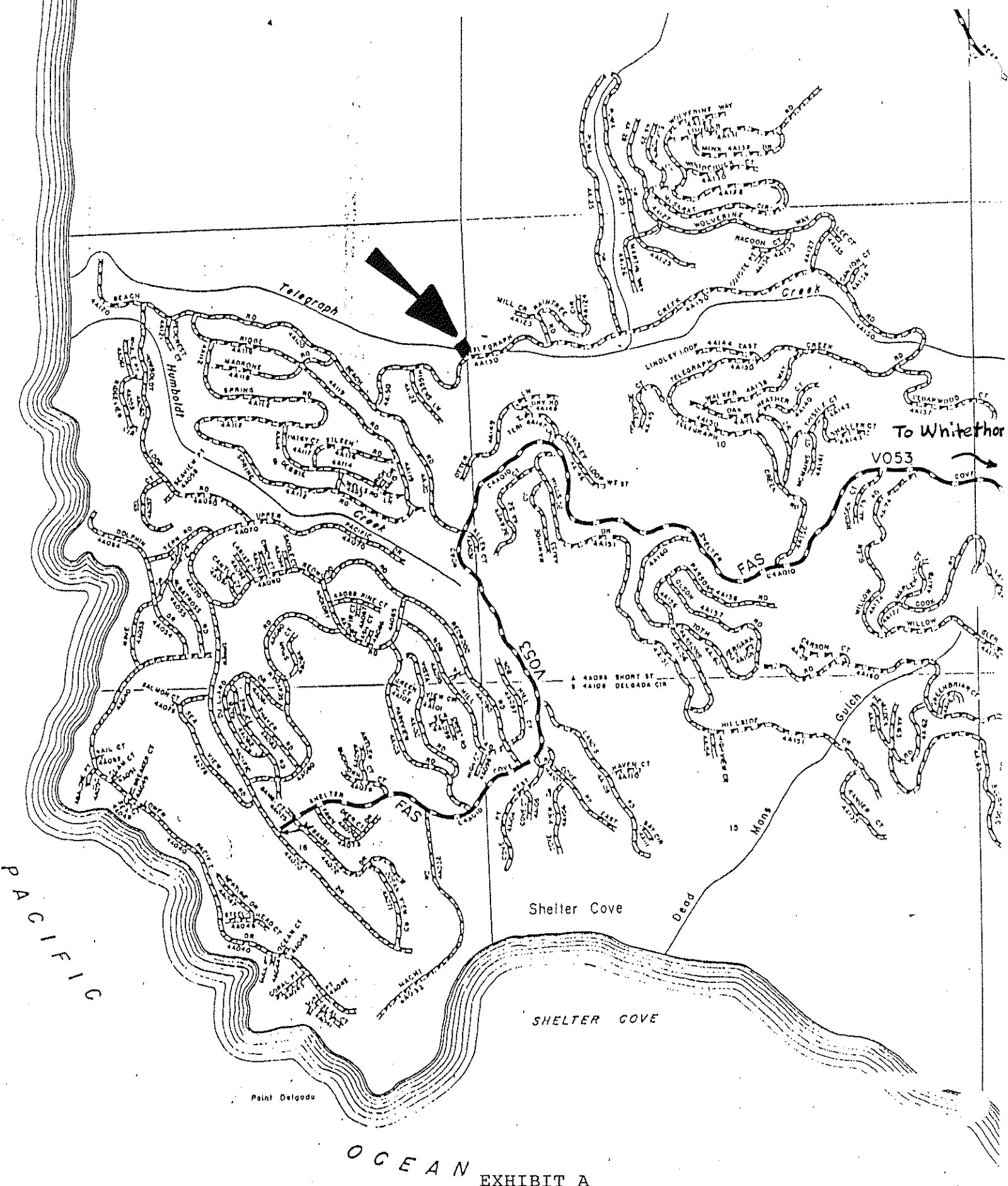
BY *Joyce Stigter*
DEPUTY

BY *Bonnie W. Kelly*
CHAIRMAN,
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

INSURANCE CERTIFICATES
REVIEWED AND APPROVED:

BY *Lester Wilson*
RISK MANAGER

Figure 1
SHELTER COVE CONTAINER SITE



R00492

RESORT IMPROVEMENT DISTRICT NO. 1
9126 SHELTER COVE ROAD
WHITETHORN, CA 95589

Invoice # **PWRID2011**

Date: January 1, 2011
For 2011 Rent

Annual rental of Container Site on Telegraph Creek Road for 2010/2011.

PAYMENT APPROVED

Per Board Order D-18, March 4, 1997.
Expires January 31, 2022, with option of month to month tenancy after expiration.

HUMBOLDT COUNTY CALIF. SEP 01 2010 HUMBOLDT COUNTY CALIF.

PUBLIC WORKS DEPARTMENT

Total Payment Due:

\$100.00

1100438-2121
26-438

Jarvis N. Mundy
1/11/11