

**LICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
RESORT IMPROVEMENT DISTRICT NO. 1**

This License Agreement ("License") entered into this 23rd day of January 2024, 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," is made upon the following considerations:

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

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

1. 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 specially described below.

2. PREMISES:

COUNTY is hereby permitted to use the following described property located at 2093 Telegraph Creek Road, Shelter Cove, California, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full. LICENSOR reserves a non-exclusive, assignable easement for ingress and egress, which includes by is not limited to the right to construct additional roads over the said premises.

3. USE OF PREMISES:

- A. Intended Use. The Licensed premises shall be used by COUNTY for the purpose of a solid waste container and for no other use without LICENSOR'S written consent.
- B. Unusable due to Destruction. In the event the Licensed premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this License upon written notice within seven (7) days following the date of loss. In the event that the Licensed premises is destroyed in whole or in part by fire or other casualty, LICENSOR shall have the option to rebuild or to terminate this License. Such option shall be exercised by LICENSOR by providing written notice to COUNTY within seven (7) days following the date of loss. LICENSOR's option to rebuild shall not affect COUNTY's right to terminate this License as set forth herein.
- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for COUNTY to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises to the extent that the premises becomes impossible to use, COUNTY shall have the right at any time thereafter to terminate this License by giving LICENSOR seven (7) days advance written notice of such termination.

- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LICENSOR and COUNTY, COUNTY may terminate this License upon seven (7) days written notice to LICENSOR. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to COUNTY.

4. QUIET ENJOYMENT:

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

5. TERM OF LICENSE:

- A. Initial Term. This License shall begin upon execution by both parties hereto and shall remain in full force and effect for a period of five (5) year(s), commencing on February 1, 2024, and ending January 31, 2029, unless extended or sooner terminated as set forth herein.
- B. Option to Extend License Term. This License shall have the option to extended for one (1) five (5) year term, upon the same terms and conditions set forth herein. The option may be executed by the COUNTY giving LICENSOR written notice of its intent to extend the License. The notice shall in writing and shall be given to LICENSOR ninety (90) days prior to end of the initial term or any subsequent five (5) year extension thereof.
- C. Holding Over. Any holding over beyond the term of this License shall be a month-to-month license which is subject to all of the terms and conditions set forth herein.

6. RENT:

- A. Annual Rental Rates. For occupancy and use of the Licensed Premises during the Initial Term and any Extension Term, Tenant hereby agrees to pay Landlord rent at an annual rate of One Hundred Dollars (\$100.00).
- B. Payment. Rent shall be paid in advance at the beginning of each year. Payment shall be made at the following address or such other place as Landlord may designate in writing to Tenant:

Landlord: Resort Improvement District No. 1
9126 Shelter Cove Road
Whitehorn, California 95589

7. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this License, if LICENSOR fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this License without cause upon ninety (90) days advance written notice which states the effective date of the termination.
- C. Termination due to Insolvency. COUNTY may immediately terminate this License, if LICENSOR files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this License are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this License shall be terminated. COUNTY shall provide LICENSOR seven (7) days advance written notice of its intent to terminate this License due to insufficient funding.
- E. Termination due to Misrepresentation. COUNTY may immediately terminate this License, if LICENSOR intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this License, COUNTY shall surrender the premises to LICENSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake, the elements or other casualty.

8. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

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

9. JANITORIAL:

COUNTY shall be responsible for providing any and all necessary janitorial services to the premises.

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10. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements. During the term of this License or any extension thereof, LICENSOR shall maintain the premises in good repair and tenantable condition so as to minimize breakdowns and loss of COUNTY's use of the premises caused by deferred or inadequate maintenance. LICENSOR shall maintain outside of said premise in a good and clean condition. LICENSOR shall be responsible for any repairs caused by LICENSOR'S personal and/or invitees. COUNTY shall maintain the premise in a clean and sanitary condition and free from rodents, insects and obnoxious odors, as reasonably possible. County also agrees to be responsible for maintaining the existing landscaping on the south and east sides of the premises that screen the site from Telegraph Creek Road, any damages caused by the negligence of COUNTY personnel and all improvements made by the COUNTY to premises, including but not limited to paving and draining.
- B. Life, Safety and Fire Protection System Maintenance Requirements. LICENSOR shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.
- C. Performance Requirements. LICENSOR shall have ten (10) calendar days after receiving notice from COUNTY to begin performing its obligations set forth herein, except that LICENSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LICENSOR does not perform its obligations within the time limitations set forth herein, COUNTY, upon providing notice to LICENSOR, can perform the obligations and has the right to be reimbursed for the sums actually and reasonably expended, including, without limitation, charges for COUNTY labor and equipment, in the performance of LICENSOR's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made.
- D. Access to Premises. LICENSOR shall provide COUNTY with at least forty-eight (48) hours advance written notice of any access to the premises that is needed to perform any maintenance, repairs or inspections required pursuant to the terms and conditions of this License.

11. IMPROVEMENTS AND ALTERATIONS:

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

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

COUNTY may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as COUNTY deems desirable, and all such fixtures, signs and equipment shall remain

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

13. REAL PROPERTY TAXES:

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

14. INDEMNIFICATION:

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

15. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall take out and maintain, throughout the entire term of this License, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
 - i. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and

property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

- ii. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- iii. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the other party and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- i. The comprehensive and/or commercial general liability policy shall provide that the other party, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, of the covered party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 1. Includes contractual liability.
 2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 3. Is the primary insurance with regard to the other party.
 4. Does not contain a pro-rata, excess only and/or escape clause.
 5. Contains a cross liability, severability of interest or separation of insureds clause.
- ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate proof that equal or better insurance has been secured.
- iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
- iv. For claims related to this License, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.

- v. Any failure of the covered party to comply with the terms and conditions of this License shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
- vi. Each party shall furnish the other party with certificates and original endorsements effecting the required coverage prior to execution of this License. The endorsements shall be on forms approved by each party. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the other party. Either party may terminate this License, if the other party fails to keep all insurance policies required pursuant to the terms and conditions of this License in effect.
- vii. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

LICENSOR: Resort Improvement District No. 1
9126 Shelter Cove Road
Whitehorn, California 95589

16. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this License, LICENSOR certifies that it 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 License if it determines that the foregoing certification is false or if LICENSOR subsequently becomes a Nuclear Weapons Contractor.

17. REMEDIES ON DEFAULT:

COUNTY may, at any time after LICENSOR is in default, terminate this License as set forth herein or cure the default at the expense of LICENSOR. 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 from LICENSOR to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LICENSOR. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to COUNTY.

18. REMEDY FOR BREACH:

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

19. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this License shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

LICENSOR: Resort Improvement District No. 1
9126 Shelter Cove Road
Whitehorn, California 95589

COUNTY: County of Humboldt
Dept. of Public Works
ATTN: Real Property
1106 Second Street
Eureka, California 95501

20. ASSIGNMENT:

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

21. AMENDMENT:

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

22. RELATIONSHIP OF PARTIES:

It is understood that this License is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

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23. ATTORNEY'S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

24. WAIVER OF BREACH:

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

25. BINDING EFFECT:

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

26. JURISDICTION AND VENUE:

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

27. INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:

A. The Premises have undergone an Americans with Disabilities Act (ADA) Access Compliance Assessment.

B. The Premises have not been issued a disability access inspection certificate. Pursuant to Civil Code section 1938(e):

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

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28. INTERPRETATION:

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

29. INDEPENDENT CONSTRUCTION:

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

30. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this License.

31. PROVISIONS REQUIRED BY LAW:

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

32. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

33. SURVIVAL OF PROVISIONS:

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

34. ENTIRE AGREEMENT:

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

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35. COUNTERPART EXECUTION:

This License, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This License, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this License, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this License, and any amendments hereto, for all purposes.

36. AUTHORITY TO EXECUTE:

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

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[Signatures on following page]

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

RESORT IMPROVEMENT DISTRICT NO. 1:

By: Christopher Christianson

Date: 12/28/2023

Name: CHRISTOPHER CHRISTIANSON

Title: GENERAL MANAGER

COUNTY OF HUMBOLDT:

By: Rep Boh
Chair
Humboldt County Board of Supervisors

Date: 1-23-2024

By: W. W. Wimer
Clerk of the Board

Date: 1-23-2024

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda Digitally signed by Phillips, Amanda
Date: 2024.01.08 07:49:11 -0800'
Risk Management

Date: 01/08/2024

LIST OF EXHIBITS:

Exhibit A – Property Description

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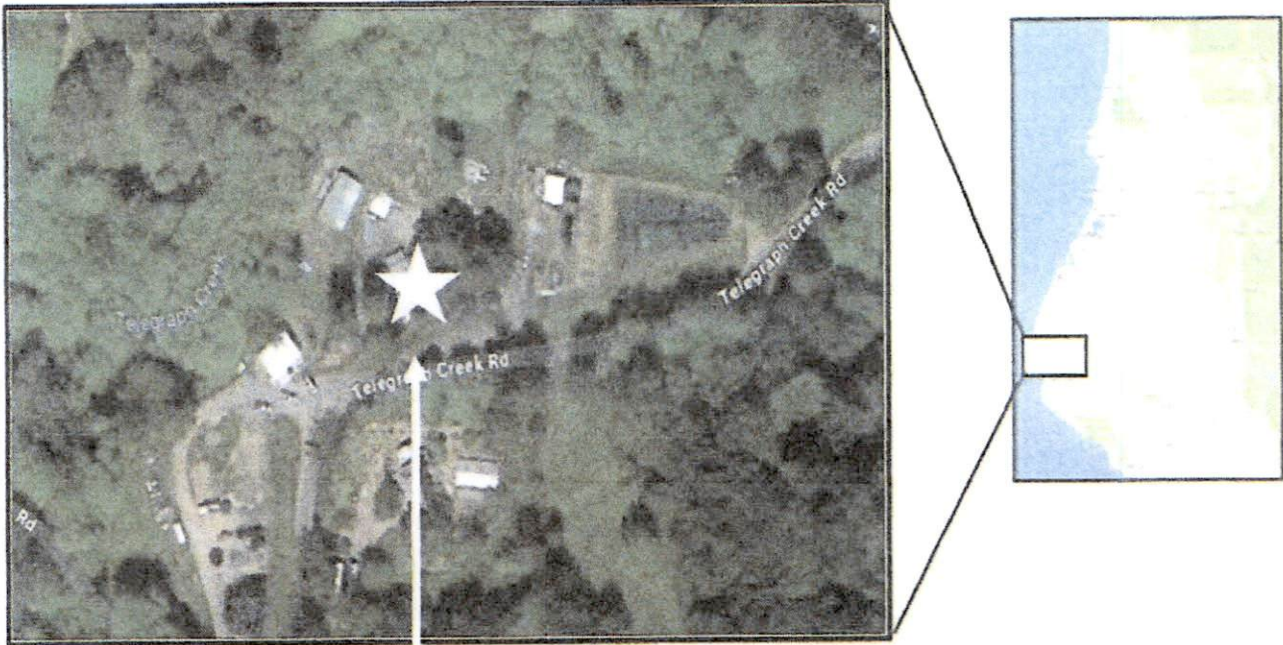
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**EXHIBIT A
PROPERTY DESCRIPTION**

AREA MAP



Licensed container site at 2093 Telegraph Creek Road, Shelter Cove, California; APN
109-011-001