

BOARD OF SUPERVISORS MEETING
January 24, 2017

"For all items *NOT* on the agenda"

(Each Speaker Limited to 3 Minutes)

Voluntary Sign-In Sheet

1. Vickie Ferguson
2. michael Ferguson
3. Charles L. Ciancio
4. John Ryan
5. Linda Cassara
6. Vivian Denstar
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.

1/23/17

To: Everyone

Subject: What I think

At 73 plus years old, I may be at the end of my life, and maybe it is best to say nothing and accept what ever happens; however, I do not feel like giving up. I have some hope someone is paying attention to how to make America Greater than it is. This nation is divided, and things are going to get interesting.

I am a Californian who voted for Trump who has been elected President of the United States. For various reasons, I became a registered democrat, and for various reasons, I will not vote for many things and many existing politicians.

Unlike many others, Trump is a citified, well-to-do person, who does not know many truths, and with the grizzly comment, his cabinet picks show how out of touch our government is with the realties of working folks and rural areas. Working on and with ranchers and various rural private sector folks, helped me understand Trump. I expect him to pay attention to field experienced people who tell him when things are good for forests, wild lands, many species, and this nation. I expect some good field experienced advisors to know when wild fire is a good thing and when it is a bad thing and to recognize when real world truths and realties need to be accepted. I see producers, rural folks, and conservatives who think like me in the voting minority.

I am told I am too negative; so, in my second book, I write about things that will make America Great again.

I see conservatives and others doing a lousy job, and I see a **good way of life being lost.**

With all the rain, I suggest younger folks pay attention to what older field experienced folks know about properly handling rainy, snowy, and muddy conditions, and with this knowledge, they may do some good with all the taxpayer dollars received by Humboldt County.

Unlike many others, I will wait and give Trump the opportunity to see how he handles things that are important to working and rural folks. I believe many in control of things will be amazed what old farts have learned about many things.

Charles L. Ciancio

California Registered Professional Forester (RPF) #317

(An old tired field forester no one gives much attention who has lived in a working man's world)

P.O. Box 172, Cutten (near Eureka in redwood country), CA 95534, 707-443-2179

January 24, 2017

VAUDEVILLE ACT


"There are two ways by which the spirit of a culture may be shriveled. In the first—the Orwellian—culture becomes a prison. In the second—the Huxleyan—culture becomes a burlesque. No one needs to be reminded that our world is now marred by many prison-cultures.... it makes little difference if our wardens are inspired by right- or left-wing ideologies. The gates of the prison are equally impenetrable, surveillance equally rigorous, icon-worship pervasive.... Big Brother does not watch us, by his choice. We watch him, by ours.... When a population becomes distracted by trivia, when cultural life is redefined as a perpetual round of entertainments, when serious public conversation becomes a form of baby-talk, when, in short, a people become an audience, and their public business a vaudeville act, then a nation finds itself at risk; culture-death is a clear possibility."— *Professor Neil Postman*

I've attended one 'Compliance Workshop,' the Humboldt Cup, and listened to Jeff Dolf intro himself as "Sealer of Weights & Measures." How can Jeff Dolf be the Sealer of Weights & Measures when the County of Humboldt's BODs, without authority, **delegated authority** of Weights & Measures to Del Norte?

I also don't remember ever delegating authority to any BOD to just up and change the Public Hearings from 1:30 to 9:00 a.m. OR to delete the public's right to remove an agenda item. OR to have plastic supervisors CONSOLIDATE with other plastic supervisors on Feb. 28. (When a conversation has devolved to 'mental illness' and "medical marijuana" - these are disconnected persons)

The most interesting aspect is - no one defines MM to ~~an~~ agreed upon value words.

Is there any hope of Your 18 commie county counsel defining "Medical" "Marijuana" for you?


Lynda Crossman
Living, Breathing Woman.
All rights reserved.

HUMBOLDT BAY

Shellfish expansion future up in the air

New commissioner appointment could sway project's status

By Will Houston

whouston@times-standard.com
@Will_S_Houston on Twitter

The Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners' rejection of Coast Seafoods Company's environmental plan for its shellfish farming expansion in Humboldt Bay on Thursday now raises questions on what the company's next steps will be.

"I honestly don't know at this point," Coast Seafoods' Southwest

SHELLFISH » PAGE 3

Shellfish

FROM PAGE 1

Operations Manager Greg Dale said Friday, "but we'll continue to work on addressing the concerns that come up. We've already revised this project enough that it seems like what's another revision going to do?"

The timing of the environmental impact report's approval may now be tied to the commission filling its currently vacant 3rd Division seat, but that process was slightly delayed Thursday when the commission came close to violating the Brown Act.

Finding a replacement

The five-member harbor commission currently has three commissioners that are able to vote on Coast Seafoods' environmental impact report, and the plan required a unanimous 3-0 vote to pass on Thursday.

However, 1st Division Commissioner Larry Doss voted against the plan.

Doss stated the plan did not properly address the concerns of hunters and did not assess how the expansion would impact opportunities for other oyster farmers in the bay to grow.

The commission is currently down one member after its former 3rd Division Commissioner Mike Wilson was sworn in as a Humboldt County Supervisor on Jan. 3. Dale is the 2nd Division commissioner, but recused himself from Thursday's meeting as he is a Coast Seafoods employee and his vote would have constituted a conflict of interest.

The question now is whether Coast Seafoods will wait until a 3rd Division candidate is appointed and hope they agree with the plan, or work to modify the existing plan to address Doss' concerns.

The clock is ticking for the commission to appoint a new 3rd Division commissioner.

The commission has 60 days to make the appointment or call for a special election, according to harbor district counsel Paul Brisso, which means the commission will have until mid-February to act in the case of Wilson's replacement. If neither action is taken, the county Board of Supervisors will then be given the same two choices.

The harbor commission

was planning to interview candidates for the 3rd Division seat Thursday during a closed session hearing, but the item was pulled by the commission as it would have violated state law. Under the Brown Act, appointments of elected officials must be held in open session.

Brisso said that an advisory ad hoc committee was created by the harbor district to make candidate recommendations for the harbor commission, but he said that committee was not subject to the Brown Act. However, Brisso stated that the commission did make a mistake when it scheduled its candidate considerations for a closed session hearing.

"(The commission) had not held any closed sessions on the appointment and will not," Brisso said.

A tentative Feb. 2 special session is expected to be held by the commission to discuss the appointment.

Expansion concerns

Coast Seafoods is seeking to expand its current 300-acre oyster farming operation in northern Humboldt Bay by another 256-acres.

In order to do this, they must obtain permits and certifications from state agencies as well as obtain an approved environmental impact report from the harbor district.

Coast Seafoods initially sought to expand by 620 acres in 2015, but this was reduced in response to concerns raised about impacts to eelgrass beds and wildlife in the bay.

Despite the changes, some hunters, local environmental groups, and wildlife researchers claim the revised environmental plan still did not address impacts to waterfowl and other wildlife in the bay. Some advocated for no expansion at all.

Doss also thought these concerns were not properly addressed by Coast Seafoods. But he stated that he "would like to see the whole industry move forward in the bay" rather than just the "big dog on the bay" that is Coast Seafoods.

"There has got to be a projection of the cumulative effect of all production and the potential for what growth might look like for the smaller producers as Coast changes its footprint," Doss stated.

These comments referred to the harbor district's ongoing mariculture pre-permitting process, which has been delayed due to hold-ups with private landowners and state regulatory agencies, according to Harbor District Executive Director Jack Crider. The pre-per-

mitting process was initiated in 2011 after the district received a \$230,000 Headwaters Fund grant.

The pre-permitting process essentially has the district undergo the permitting process for mariculture plots in the bay and then lease these pre-permitted properties to farmers. This would allow farmers to sidestep a lengthy and expensive permitting process.

Crider stated they initially proposed a blanket permit, in which nearly 530 acres of intertidal areas and 21 acres of subtidal areas would be permitted for shellfish culturing. However, Crider said state regulatory agencies are asking for much more detailed farm plans from each of the 11 prospective shellfish farmers as well as other water quality testing requirements.

"It was a great concept in the beginning, but I sure wish that when the district in 2011, when they went to the Headwaters Board for money, they should have asked for more money," Crider said, stating that they could have used double the amount they had asked for.

The amount of pre-permitted land has also been significantly reduced to about 200 acres of intertidal area to under 15 acres of subtidal area, according to Crider. He said this "eleventh hour" reduction in size came as a result of state agencies wanting to reduce any potential impacts to eelgrass beds.

"I don't see a really great future on the future of intertidal growth," Crider said. "I see more of a future on subtidal growth."

Dale said he doesn't see any reason why Coast Seafoods' expansion project should wait for the pre-permitting project to be completed.

Crider also said Coast Seafoods' expansion "won't have any affect at all" on the other farmers in the pre-permitting process.

Several local oyster farmers not associated with Coast Seafoods spoke in favor of Coast's expansion project Thursday.

Will Houston can be reached at 707-441-0504.

FEB 2?
NOW
THIS
THURSDAY?

Dear Mr. Fischer:

This letter is to confirm that Express Messenger Systems, Inc. ("Tenant"), may take possession of and occupy the Premises (as defined in the Lease) under with the terms of the attached unexecuted Commercial Lease (the "Lease") with Humboldt Bay Harbor, Recreation and Conservation District (the "District") subject to the following:

1. The security deposit required by the Lease of \$2,450 shall be paid by Tenant to the District prior to and as a condition of possession of the Premises.
2. The time period of Tenant's possession of the Premises and occupancy in accordance with the terms of the Lease shall commence upon payment of the security deposit.
3. All terms of the Lease shall apply during occupancy but no rent shall be payable prior to execution of the Lease; provided that Tenant shall pay Additional Rent commencing on occupancy of the Premises.
4. Tenant and the District acknowledge that the District has not received approval from the Coastal Commission for the Permitted Use (as defined in the Lease) as of the date of this letter.
5. If the Coastal Commission rejects the request for approval of the Permitted Use, this letter and Tenant's occupancy shall terminate on 120 days' notice to Tenant from the District and Tenant shall surrender possession of the Premises in accordance with the terms of the Lease.
6. Upon receipt of approval from the Coastal Commission for the Permitted Use, Tenant and the District shall promptly execute the Lease and Tenant shall commence payment of rent under the Lease as of the date of such approval.

Please sign the enclosed copy of this letter with your acknowledgement of this agreement.

Very Truly Yours,

Jack Crider, Executive Director
Humboldt Bay Harbor, Recreation
and Conservation District

I agree to the above conditions:
Express Messenger Systems, Inc. a Delaware corporation



Thomas B. Fischer

COMMERCIAL LEASE

Date: 9/16, 2016

Between: Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, CA 95502-1030 ("DISTRICT")

And: Express Messenger Systems, Inc., a Delaware corporation
2501 South Price Road, Suite 201
Chandler, AZ 85286 ("TENANT")

Area: Redwood Terminal 2 Warehouse

364 Vance Drive
Samoa, CA 95564

DISTRICT leases to TENANT and Tennant leases from DISTRICT the following described property (the "Premises") on the terms and conditions stated below:

Approximately 7,000 square feet of storage on the north end of Redwood 2 warehouse, a small office and 20'x20' fenced in area, exclusive use of common area loading dock B during TENANT's primary operational hours as set forth in section 4.1 below. The Premises are highlighted on Exhibit A to this Lease.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall continue until August 31, 2017 with one consecutive one (1) year option.

1.2 Possession. TENANT's has possession of the Premises as of the date of this Lease.

1.3 Renewal Option. If the lease is not in default at the time the option is exercised or at the time the renewal term is to commence, TENANT shall have the option to renew this lease for one successive term, as follows:

- (1) The renewal term shall commence on the day following expiration of the initial term.
- (2) The option may be exercised by written notice to DISTRICT given not less than 30 days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. DISTRICT and TENANT shall then take the steps required for the determination of rent as specified below.
- (3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that TENANT will no longer have any option to renew this lease for an additional term. Rent for the renewal term shall be the greater of (a) the rental during the preceding original or renewal term increased as set forth in Section 2 or (b) as increased in accordance with Section 2.5 below.

Section 2. Rent

2.1 Base Rent. Commencing on execution of this Lease, TENANT shall pay \$2,450 per month to the DISTRICT, due on or before the first business day of each month; provided that no rent shall be payable until receipt of the Approval (as defined below). In addition a charge, initially estimated to be \$150 per month, which includes electricity, water and sewage shall be paid monthly by Tenant commencing on Tenant's occupancy of the Premises.

2.2 Security Deposit. \$2,450 Security Deposit Required before possession.

2.3 Additional Rent. TENANT's pro rata share of real property and rental taxes, Landlord's insurance costs, actual utility charges that TENANT is required to pay by this lease, and any other sum that TENANT is required to pay to DISTRICT or to third parties pursuant to a term of this Lease that are paid by District shall be additional rent.

2.4 Late Charges. TENANT acknowledges that late payment of any rent or other payment required by this lease from TENANT to DISTRICT will result in costs to DISTRICT, the extent of which is extremely difficult and economically impractical to ascertain. TENANT therefore agrees that if TENANT fails to make any rent or other

payment required by this lease to be paid to DISTRICT within ten days of the date it is due, DISTRICT shall impose a late charge of five percent (5%) of the overdue payment, to reimburse DISTRICT for the cost of collecting the overdue payment. DISTRICT may levy and collect a late charge in addition to all other remedies available for TENANT's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.

2.5 Escalation. For the Renewal Term pursuant to Paragraph 1.3, the base rent provided in Section 2.1 shall be increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor for the most recent twelve months available as of August 15. Comparisons shall be made using the index entitled U.S. City Average—All Items and Major Group Figures for All Urban Consumers (1982-84=100), or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the figure for the date of the term (or renewal term) with that of each succeeding year. In no event, however, shall the base rent be reduced below that of the prior year.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for warehouse and delivery services business purposes only, including the driving of vehicles into the building, (the "Permitted Use") and for no other purpose without the consent of DISTRICT, which consent shall not be withheld unreasonably. The DISTRICT's refusal to allow a use that is not legal under State or Federal law shall not be deemed to be unreasonable.

3.2 Restrictions on Use. In connection with the use of the Premises, TENANT shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the occupancy of the premises and the use of the Premises, and

result of the action of the indemnifying party.

Section 15. Arbitration

15.1 Disputes to Be Arbitrated. If any dispute arises between the parties arising out of this lease other than the rental value pursuant to section 2.5(2), the matter shall be resolved by binding arbitration. The arbitrator and arbitration procedures shall be mutually agreed upon by the parties. If the parties cannot agree on the selection of an arbitrator, they shall request the judge of the Humboldt County, California Superior Court with primary responsibility for hearing civil matters, or the presiding judge of that Court, to select an arbitrator.

15.2 Procedure for Arbitration. The arbitrator shall proceed according to the California statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Humboldt County, California, unless the parties stipulate in writing to a different location. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

**Humboldt Bay Harbor, Recreation &
Conservation District**

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:

District Counsel

APPROVED BY COMMISSION ON:

Tenant:

Express Messenger Systems, Inc.

By:  _____

Its:  _____

COMMERCIAL LEASE

Field C

Date: August 1, 2016

Between: Humboldt Bay Harbor, Recreation
And Conservation District
P.O. Box 1030
Eureka, CA 95502-1030 ("DISTRICT")

And: An Electrician, Inc.
Attn.: Matt Calderwood
PO Box 4885
Eureka, CA 95502 ("Tenant")

Area: Redwood Terminal 2
1 TCF Drive
Samoa, CA 95564

DISTRICT (A California public entity) leases to Tenant (a California corporation) and Tenant leases from DISTRICT the following described property (the "Premises") on the terms and conditions stated below:

Approximately 3,200 square feet of warehouse space and 1,800 square feet of office space.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be August 1, 2016 until July 31, 2021 with an option for the Tenant, in its sole discretion, to extend the term for one two (2) year option term.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on July 1, 2016.

1.3 Renewal Option. If the lease is not in default at the time the option is

exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for one successive term, as follows:

- (1) The renewal term shall commence on the day following expiration of the initial term.
- (2) The option may be exercised by written notice to DISTRICT given not less than 30 days prior to the last day of the initial term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.
- (3) The terms and conditions of the lease for the renewal term shall be identical with the initial term except that Tenant will no longer have any option to renew this lease for an additional term beyond the first two-year renewal.

Section 2. Rent

2.1 Base Rent. During the first year of the initial term, Tenant shall pay \$2,180 per month to the DISTRICT. Tenant shall be responsible for all monthly utilities.

2.2 Security Deposit. \$2,180 Security Deposit Required.

2.3 Additional Rent. All taxes, insurance costs, utility charges that Tenant is required to pay pursuant to this lease, and any other sum that may be paid by District on behalf of tenant for occupancy costs that Tenant is required to pay to DISTRICT or third parties shall be additional rent.

2.4 Late Charges. Tenant acknowledges that late payment of any rent or other payment required by this lease from Tenant to DISTRICT will result in costs to DISTRICT, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Tenant fails to make any rent or other payment required by this lease to be paid to DISTRICT within ten days of the date it is due, DISTRICT shall impose a late charge of five percent (5%) of the overdue payment, to reimburse DISTRICT for the cost of collecting the overdue payment. DISTRICT may levy and collect a late charge in addition to all other remedies available for Tenant's

default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.

2.5 Rent Increases

The base rent provided in Section 2.1 shall be increased August 1 of each year, including for the option years pursuant to Section 1.3 of this Agreement. The rent shall be adjusted for the next year by difference in the change of the U.S. Department of Labor Consumer Price Index, All Urban Consumers, West Urban Area. The most recent 12 months available in the Index thirty (30) days prior to the start of the lease year will be used to calculate the increase. If there is a reduction in the Index over the applicable period, there will be no increase or decrease in the rental amount for the next year.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for An Electrician, Inc.'s business operations as described in Sections 3.1.1, 3.1.2, and 3.1.3 below only, and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably. If this use is prohibited by law or governmental regulation, or if a higher and better use required by the zoning of the Premises is developed, this lease shall terminate on 60 days' notice to Tenant.

3.1.1 Office Area Use. The office area will be used for daily clerical work, business office work, and contracting for electrical construction. The office area will also be used for small electronic repairs and testing for variable frequency drives, both AC and DC. The office area will also be used for shipping and receiving electrical components. The office area will also be used for business and safety meetings.

an arbitrator, they shall request the judge of the Humboldt County, California Superior Court with primary responsibility for hearing civil matters, or the presiding judge of that Court, to select an arbitrator.

15.2 Procedure for Arbitration. The arbitrator shall proceed according to the California statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Humboldt County, California, unless the parties stipulate in writing to a different location. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

**Humboldt Bay Harbor, Recreation &
Conservation District**


By: _____
President

By: _____
Secretary

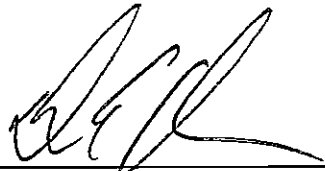
APPROVED AS TO FORM:

Counsel for District

Tenant:

By:  _____
Doug Daly, President

By:  _____
Matt Calderwood, Vice President

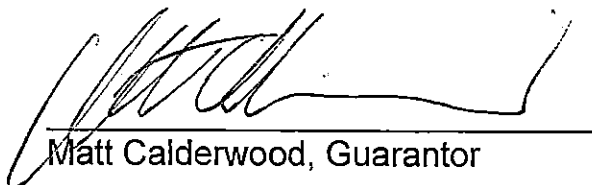
 _____
Counsel for Tenant

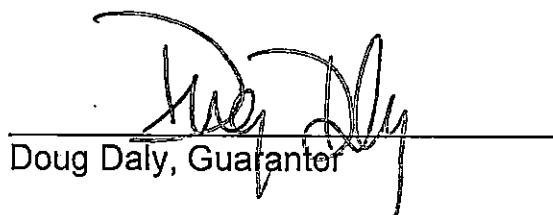
APPROVED BY COMMISSION ON:

PERSONAL GUARANTEES

The terms of the above Lease between The Humboldt Bay Harbor, Recreation and Conservation District and An Electrician, Inc. are personally guaranteed by the undersigned, Matt Calderwood and Doug Daly. Each of us personally guarantee all of the obligations, responsibilities and duties of An Electrician, Inc. under the Lease. The Humboldt Bay Harbor, Recreation and Conservation District shall not be required to exhaust its rights against An Electrician, Inc. or the other guarantor before seeking performance of this guarantee and may, at its sole discretion, seek to enforce its rights separately or concurrently against An Electrician, Inc. under the Lease and/or the other guarantor and against me pursuant to this Personal Guarantee.

July 25, 2016


Matt Calderwood, Guarantor


Doug Daly, Guarantor

COMMERCIAL LEASE

Date: May 1, 2016

Between: **Humboldt Bay Development Association**
P.O. Box 1030
Eureka, CA 95502-1030 ("HBDA")

And: **Tim Roller**
1710 Main Street, Apt C
Fortuna, CA 95540 ("Tenant")

Area: **Redwood Terminal 2 Warehouse**
1 TCF Drive
Samoa, CA 95564

HBDA leases to Tenant and Tenant leases from HBDA the following described property (the "Premises") on the terms and conditions stated below:

Approximately 1950 square feet of storage in the southwest corner of Redwood 2 warehouse.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be May 1, 2016 on a month to month basis unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on May 1, 2016.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for one successive term, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

- (2) The option may be exercised by written notice to HBDA given not less than 30 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. HBDA and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.
- (3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this lease that has been exercised. Rent for a renewal term shall be the greater of (a) the rental during the preceding original or renewal term increased as set forth in Section 2 or (b) a fair market value of similar land.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay \$800 to the HBDA. Tennant Shall be responsible for all monthly utilities.

2.2 Security Deposit. \$800 Security Deposit Required.

2.3 Additional Rent. All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to HBDA or third parties shall be additional rent.

2.4 Late Charges. Tenant acknowledges that late payment of any rent or other payment required by this lease from Tenant to HBDA will result in costs to HBDA, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Tenant fails to make any rent or other payment required by this lease to be paid to HBDA within ten days of the date it is due, HBDA shall impose a late charge of five percent (5%) of the overdue payment, to reimburse HBDA for the cost of collecting the overdue payment. HBDA may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not be in lieu of nor shall it waive the breach caused by the late payment.

shall be resolved by binding arbitration. The arbitrator and arbitration procedures shall be mutually agreed upon by the parties. If the parties cannot agree on the selection of an arbitrator, they shall request the judge of the Humboldt County, California Superior Court with primary responsibility for hearing civil matters, or the presiding judge of that Court, to select an arbitrator.

15.2 Procedure for Arbitration. The arbitrator shall proceed according to the California statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Humboldt County, California, unless the parties stipulate in writing to a different location. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Humboldt Bay Development Association:

Tenant:

By: _____
President

By: 4/8/16



4-20-16

TIMOTHY ROLLER

Dear Mark:

This letter is to confirm our agreement that you may take early possession of the property described in your lease with the District that commences on November 1, 2016 under the following terms:

1. The security deposit required by the lease of \$840 shall be paid prior to the early possession;
2. Rent for the time period of early possession shall be the same as that for the initial year of the lease effective November 1, 2016. Rent of \$840.00 for the month of September shall be paid prior to possession. The monthly rent for subsequent months shall be due the first business day of each month;
3. All other lease terms contained in the lease effective November 1, 2016 shall be applicable to the period of early possession.

Please sign the enclosed copy of this letter with your acknowledgement of this agreement.

Very Truly Yours,

Jack Crider, Executive Director
Humboldt Bay Harbor, Recreation
and Conservation District

I agree to the above conditions.

Mark Brown, Redwood Electrical Services, Lessee

By: Mark Brown

COMMERCIAL LEASE

Date: September 1, 2016

Between: **Humboldt Bay Harbor, Recreation
And Conservation District**
P.O. Box 1030
Eureka, CA 95502-1030
("DISTRICT")

And: **Redwood Electrical Services**
Mark Brown- Owner
4566 Excelsior Road
Eureka, CA 95503
("Tenant")

Area: **Redwood Terminal 2 Warehouse Area**
1 TCF Drive
Samoa, CA 95564

DISTRICT leases to Tenant and Tenant leases from DISTRICT the following described property (the "Premises") on the terms and conditions stated below:

Approximately 2400 Square Feet Warehouse Area Located at Redwood Terminal 2, Samoa, CA. Lease Includes Shared Use of Restroom Facility Located Inside the Warehouse Area.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be November 1, 2016 on a month to month basis unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on September 1, 2016.

1.3 **Renewal Option.** If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for one successive term, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.
- (2) The option may be exercised by written notice to DISTRICT given not less than 30 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. DISTRICT and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.
- (3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this lease that has been exercised. Rent for a renewal term shall be the greater of (a) the rental during the preceding original or renewal term increased as set forth in Section 2 or (b) a fair market value of similar land.

Section 2. Rent

2.1 **Base Rent.** During the original term, Tenant shall pay \$840 to the DISTRICT on the first day of each month beginning September 1, 2016.

2.2 **Security Deposit.** \$840 Security Deposit Required.

2.3 **Additional Rent.** All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to DISTRICT or third parties shall be additional rent.

2.4 **Late Charges.** Tenant acknowledges that late payment of any rent or other payment required by this lease from Tenant to DISTRICT will result in costs to DISTRICT, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Tenant fails to make any rent or other payment required by this lease to be paid to DISTRICT within ten days of the date it is

**Humboldt Bay Harbor, Recreation &
Conservation District**

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:

District Counsel

APPROVED BY COMMISSION ON:

Tenant:

By: Mark Drow

By: _____