

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LESSOR**

This Lease Agreement (“Lease”) entered into this ____ day of _____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and 2nd and H Street, LLC., a, California corporation, hereinafter referred to as “LESSOR,” is made upon the following considerations:

WHEREAS, COUNTY desires to lease premises for COUNTY offices and LESSOR desires to lease the premises described herein to COUNTY; 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. PREMISES:

Subject to the terms and conditions of this Lease, LESSOR hereby leases to COUNTY, and COUNTY leases from LESSOR, the parking lot located at corner of Second and H Streets, Eureka, Assessor Parcel Number (APN) 001-121-009, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

2. USE OF PREMISES:

- A. Intended Use. The leased premises shall be used by COUNTY for the purpose of a parking lot for COUNTY vehicles.

LESSOR shall post signs in and around the parking lot stating that this lot is for the exclusive use of the County of Humboldt.

- B. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by providing written notice to COUNTY within seven (7) days following the date of loss. LESSOR’s option to rebuild shall not affect COUNTY’s right to terminate this Lease as set forth herein.

- 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 Lease by giving LESSOR 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 LESSOR and COUNTY, COUNTY may terminate this Lease upon seven (7) days written notice to LESSOR. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to COUNTY.

3. QUIET ENJOYMENT:

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

4. TERM OF LEASE:

- A. Initial Term. This Lease shall begin December 1, 2024 and shall remain in full force and effect for a period of five (5) years, unless extended or sooner terminated as set forth herein.
- B. Option to Extend Lease Term. This Lease shall be automatically extended for two (2) two (2) year terms, upon the same terms and conditions set forth herein, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the initial term or any subsequent two (2) year extension thereof.
- C. Holding Over. Any holding over beyond the term of this Lease shall be a month-to-month tenancy which is subject to all of the terms and conditions set forth herein.

5. RENT:

- A. Monthly Rental Rates. For occupancy and use of the Leased Premises during the Initial Term and any Extension Term, Tenant hereby agrees to pay Landlord rent at a monthly rate of Nine-Hundred Thirty-One Dollars and Three Cents (\$931.03) ("Rent").
- B. Commencing on December 1, 2025 and each December 1st of each year thereafter during the initial term or any term extension of this Lease, the rental rate shall be adjusted by the percentage increase in the revised Consumer Price Index (CPI) for all items (1982-84=100) U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics (referred to as "Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment during the extended term shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. September 2024 shall be the base month for this adjustment. On adjustment of the rent in accordance with this section, LESSOR shall execute a letter stating the adjustment. In no event shall the rent be less than Nine-Hundred Thirty-One Dollars and Three Cents (\$931.03) per month. Regardless of the CPI percentage change, the increase or decrease will be no more than three percent (3%) per year.
- C. Payment. Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month. Payment shall be made at the following address or such other place as Landlord may designate in writing to Tenant:

Landlord:

2nd and H Street, LLC.
ATTN: Elizabeth Rynecki, Manager
751 E. Blithedale Ave. #2056
Mill Valley, CA. 94942

6. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSOR 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 Lease 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 Lease, if LESSOR files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSOR seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.
- E. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSOR intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this Lease, COUNTY shall surrender the premises to LESSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake, the elements or other casualty.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

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

8. UTILITIES:

There are no utility services connected to the PREMISES.

Should COUNTY decide to add any utility service to the PREMISES, COUNTY shall obtain written permission from the LESSOR and COUNTY shall be financially responsible for installing the utility infrastructure and pay for the utility usage.

LESSOR may install utility services to the PREMISES at LESSOR expense.

9. JANITORIAL:

No janitorial services are required for these PREMISES.

10. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements. During the term of this Lease or any extension thereof, LESSOR shall maintain the premises in good repair and tenantable condition so as to minimize breakdowns and loss of COUNTY's use of the premises caused by deferred or inadequate maintenance. LESSOR shall be responsible for all maintenance and repairs to the premises, including, without limitation, the exterior of the PREMISES, including, but not limited to, landscaping, parking lot with associated striping and sealing, , fire extinguishers,; any repairs caused by the negligence of COUNTY personnel; and any repairs to phone systems, computers or security systems or the installation thereof. LESSOR hereby guarantees to rectify, at its own cost and expense, any defects, shrinkage or faults in any maintenance and repairs performed by LESSOR pursuant to the terms and conditions of this Lease.
- B. Life, Safety and Fire Protection System Maintenance Requirements. LESSOR shall service any fire extinguishers on the PREMISES at least annually and as requested by COUNTY if more frequent service is needed.
- C. Performance Requirements. LESSOR shall have ten (10) calendar days after receiving notice from COUNTY to begin performing its obligations set forth herein, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LESSOR does not perform its obligations within the time limitations set forth herein, COUNTY, upon providing notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sums actually and reasonably expended, including, without limitation, charges for COUNTY labor and equipment, in the performance of LESSOR's obligations. 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. LESSOR 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 Lease.

11. IMPROVEMENTS AND ALTERATIONS:

- A. Non-Structural Modifications. Upon the receipt of LESSOR'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 Lease. Upon termination of this Lease, 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. LESSOR hereby agrees that no signs or advertising matter of any nature other than COUNTY's shall be permitted upon the premises. LESSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. The parties shall mutually agree upon the location, size and style of any signs.

13. REAL PROPERTY TAXES:

LESSOR 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 Lease 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 Lease shall not be executed by COUNTY, and LESSOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- 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 Lease, 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 One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, 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.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
- A. LESSOR
1. The Comprehensive General Liability Policy shall contain a provision stating that such coverage:
 - a. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - b. LESSOR's insurance shall be primary with respect to claims arising from ownership, maintenance, and structural condition of the premises.
 - c. Does not contain a pro-rata, excess only, and /or escape clause.
 - d. Contains a cross liability, severability of interest or separation of insureds clause.
 - e. Shall not be canceled, non-renewed or materially reduced in coverage without ten (10) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 27. It is further understood that LESSOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- C. LESSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Lease by COUNTY. The endorsements shall

be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If LESSOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Lease, take out the necessary insurance, and LESSOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LESSOR under this Lease.

D. COUNTY is to be notified immediately if twenty-five (25%) or more of any required insurance aggregate limit is encumbered and LESSOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

E. COUNTY

1. The Comprehensive General Liability Policy shall provide that the LESSOR, its officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to the LESSOR, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Contains a cross liability, severability of interest or separation of insureds clause.
- d. The policies shall not be canceled, non-renewed or materially reduced in coverage without ten (10) days prior written notice being provided to LESSOR and in accordance with the Notice provisions set forth under Section 27. It is further understood that COUNTY shall not terminate such coverage until it provides LESSOR with proof satisfactory to LESSOR that equal or better insurance has been secured and is in place.
- e. COUNTY shall furnish LESSOR with certificates and original endorsements effecting the required coverage of this Lease by LESSOR.

C. COUNTY AND LESSOR

1. The COUNTY and LESSOR agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver.

2. 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.

- F. 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

LESSOR: 2nd and H Street, LLC.
ATTN: Elizabeth Rynecki, Manager
751 E. Blithedale Ave. #2056
Mill Valley, CA. 94942

16. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSOR certifies that it is not a Nuclear Weapons Contractor, in that LESSOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LESSOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSOR subsequently becomes a Nuclear Weapons Contractor.

17. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSOR is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSOR. If COUNTY at any time, by reason of LESSOR's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSOR to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSOR. 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 Lease 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 Lease 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.

LESSOR: 2nd and H Street, LLC
ATTN: Elizabeth Rynecki, Manager

751 E. Blithedale Ave. #2056
Mill Valley, CA. 94942

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 LESSOR in violation of this provision shall be void and shall be cause for immediate termination of this Lease. 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 Lease 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 Lease 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 Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

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 Lease 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 Lease.

25. BINDING EFFECT:

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and

to each of their heirs, executors, successors and permitted assigns.

26. JURISDICTION AND VENUE:

This Lease 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. Inspection Requirements. A Certified Access Specialist (“CASp”) may inspect the premises and determine whether the premises complies with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act and any other applicable local, state and federal laws, regulations and standards. LESSOR may not prohibit COUNTY from obtaining a CASp inspection of the premises, if requested thereby. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection.
- B. Removal of Accessibility Barriers. LESSOR shall, at its own cost and expense, make any repairs necessary to correct violations of any and all applicable accessibility standards as specified in the CASp Inspection Report and Assessment within one hundred eighty (180) days after the receipt thereof. If the accessibility barriers identified in the CASp Inspection Report and Assessment are not adequately removed within the time period set forth herein, LESSOR shall be in default of this Lease. COUNTY reserves the right to exercise any available remedies upon LESSOR’s default pursuant to the terms and conditions of this Lease.

28. INTERPRETATION:

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

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 Lease.

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 Lease.

31. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions

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

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 Lease, the parties agree to comply with the amended provision as of the effective date of such amendment.

33. SURVIVAL OF PROVISIONS:

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

34. ENTIRE AGREEMENT:

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

35. COUNTERPART EXECUTION:

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

36. AUTHORITY TO EXECUTE:

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

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[Signatures on following page]

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

LESSOR:

By: _____

Name: ALEX TRUNECKI

Title: LLC Member

Date: 8 Nov 2024

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF HUMBOLDT:

By: _____

Chair
Humboldt County Board of Supervisors

Date: _____

By: _____

Clerk of the Board

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Risk Management

Date: 11/14/2024

LIST OF EXHIBITS:

Exhibit A – Property Description

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**EXHIBIT A
PROPERTY DESCRIPTION**

