

It shall be expressly understood and agreed that said deposit amount is not a measure of damages, and Lessee shall pay to the City on demand any additional amount that may be owed for damage in existence at the termination of the Lease. Any remaining balance of the deposit shall be promptly returned to Lessee at the time after termination of this Lease after which all of Lessee's obligations under this lease have been fulfilled.

Annually on July 1, the Rent shall be adjusted by the Consumer Product Index (CPI). The CPI used for such increases is the All Urban Consumers U.S. City Average, All Items, 1982-1984 = 100 annual CPI from the prior calendar year.

5. **No Utilities.** Lessee acknowledges that the City will not provide any utilities, including water, to the Leased Premises.
6. **Alterations.**
 - a. *No Alterations Without Prior Approval.* Lessee shall not construct any alterations, improvements, or additions or otherwise alter the Leased Premises, including, but not limited to such alterations as installing drainage features, irrigation, sheds, greenhouses, and compost holding facilities (collectively, "Alterations") without the City's prior written consent.
 - b. *Fences.* Notwithstanding the above, Lessee, at Lessee's sole cost, shall install cattle proof fencing around the perimeter of the Property as approved in advance by the City. Lessee shall maintain and promptly repair all fencing at Lessee's own cost. Lessee shall remove all fencing at the termination of this Lease.
7. **Insurance.** On or before taking possession of the premises, Lessee shall furnish City with certificates evidencing all required insurance coverage, and renewal certificates shall be furnished to City at least thirty days prior to the expiration date of such policy. At all times during the term of this Lease, Lessee shall maintain the following levels of insurance:
 - a. *General Liability Insurance.*

Lessee shall maintain throughout the duration of the Agreement, commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. Lessee shall ensure that any insurance endorsement references the Leased Premises and contains the following minimum specific components:

 - i) A statement that includes; "The City of Arcata is included as additional insured including its officers, officials, employees and volunteers".
 - ii) A statement acknowledging the insured's insurance as primary with respect to the City of Arcata and that any other insurance maintained by the City of Arcata shall be in excess of the insured's insurance, and shall not be called upon to contribute with it.
 - iii) A statement that the policy shall not be cancelled except after thirty (30) days prior written notice to the City.
 - b. *Workers' Compensation Insurance*

Lessee shall, throughout the Term, maintain on a state-approved policy form providing statutory benefits as required by law a policy of workers' compensation insurance covering all its employees and volunteers.

c. *General Conditions of Insurance*

- i) Lessee agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all of its contractors and subcontractors to do likewise.
- ii) The City reserves the right at any time during the term of the Lease to change the amounts and types of insurance required by giving the Lessee ninety (90) days advance written notice of such change.
- iii) The parties acknowledge that all insurance coverage required to be provided by Lessee is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
- iv) All endorsements must have an original authorized signature.
- v) All insurance carriers shall be rated A:VII or better.

8. **Indemnity.**

- a. *General.* Except for the sole negligence of the City, Lessee shall defend, indemnify, keep and hold City, including City's officers, employees and agents, their successors and assigns harmless from any and all costs, liability, damage or expense arising by reason of injury to or death of persons, or damage to or destruction of property, including any property of Lessee, sustained in, on or about the Leased Premises or resulting from (i) any cause occurring in or about or resulting from an occurrence in or about the Leased Premises during the Lease Term, (ii) the negligence or willful misconduct of Lessee or Lessee's agents, employees, and contractors, wherever it occurs, or, (iii) an Event of Tenant's Default.
- b. *Grazing.* Lessee acknowledges livestock are and will be commercially grazed on the City's property immediately adjacent to and surrounding the Leased Premises. Lessee shall defend, indemnify, keep and hold City, including City's officers, employees and agents, their successors and assigns harmless from any and all costs, liability, damage or expense arising by reason of injury to or death of persons, or damage to or destruction of property, including any property of Lessee, sustained in, on or about the Leased Premises or resulting from said grazing. Further, Lessee shall forbear from holding any grazing tenant of the City liable for any and all costs, liability, damage or expense arising by reason of injury to or death of persons, or damage to or destruction of property, including any property of Lessee, sustained in, on or about the Leased Premises or resulting from said grazing.

9. **Default.** Each of the following shall constitute an event of default under this Lease (each an "Event of Default")

- a. Failure to pay rent when due.
- b. Failure to obtain and/or maintain insurance as required in this Lease;
- c. Failure to adequately fence and maintain fencing around the exterior of the Leased Premises;
- d. Failure to practice good management so as not to cause erosion or other damage to the Leased Premises;
- e. Failure to perform any of the covenants conditions or provisions of this Lease to be performed by Lessee;
- f. The vacation or abandonment of the Leased Premises for a period of 4 (four) months or longer.

10. **Remedies.** Upon the occurrence of an Event of Default, the City, in addition to any other rights or remedies available to the City at law or in equity, shall have the right to do any one or all of the following:
 - a. Terminate this Lease and all rights of Tenant by giving Tenant written notice that this Lease is terminated;
 - b. Enter the Leased Premises and remove all property from the Leased Premises. The City may cause and such removed property to be stored at the expense or for the account of the Lessee; and/or
 - c. Cure the breach underlying the Event of Default for the account and at the expense of Lessee; provided that the City shall first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the City may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the City for all costs, including costs of settlements, defense, court costs, and attorney's fees, that the City may incur in the course of any cure. The parties expressly agree that the City is not required to provide Lessee an opportunity to cure prior to exercising another legal remedy or right, including Lease termination.
 - d. Except as inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to the City is intended to be exclusive of any other right or remedy given now or later or existing at law or equity or by statute. No waiver by the City of any violation or nonperformance by Lessee of any obligations, subsequent violation or nonperformance of Lessee of any obligations, agreements or covenants shall be deemed a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by the City to exercise a remedy for any violation or nonperformance by Lessee be deemed a waiver by the City of rights or remedies with respect to that violation or nonperformance.
11. **Termination.** Upon termination of the Lease, Lessee shall return the Leased Premises to its original condition subject to inspection and approval by the Director of the Environmental Services Department. At a minimum, Lessee shall remove all temporary structures and fencing, and apply cover seed to the Leased Premises. Lessee shall be responsible for any and all damages.
12. **Possessory Interest.** The property interest conveyed by this lease may create a possessory interest subject to property taxation for which Lessee may be subject to the payment of such taxes. (Rev. And Tax. Section 107.6.)
13. **Assignment.** This lease agreement shall not, either voluntarily or otherwise, be assigned by Lessee nor shall the Leased Premises or any part thereof be sublet by Lessee.
14. **Notice.** Any notice required or desired from one party to the other appertaining to this lease agreement shall be deemed delivered when in writing and deposited in the regular United States mail, postage prepaid, addressed to the respective parties at the addresses set forth below, or to such other address as either of the parties may hereafter designate for delivery of such notice.
15. **Authorization.** Each party signing below represents and warrants that he or she is duly authorized to sign on behalf of his or her agency and has obtained approval from his or her governing body to bind said agency to the terms of this Lease.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the date set forth above.

CITY OF ARCATA

By: 

Title: Karen T. Diemer, City Manager

City of Arcata

Date: 3.29.2018

736 F Street

Arcata, CA 95521

Approved as to Form: *not applicable*

Nancy Diamond, City Attorney

LESSEE

BY: 

Title: Melanie Nannizzi

Principal

Jacoby Creek School District

Date: 3/28/18

Address: 1617 Old Arcata Road

Bayside, CA 95524

Employer ID #: 52-1703524

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt)

On March 28, 2018 before me, Danielle Allred, a notary public,
(insert name and title of the officer)

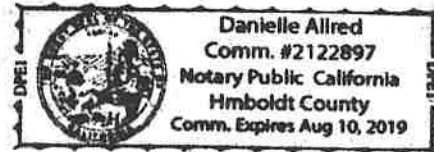
personally appeared Melanie Nannizzi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt)

On March 29, 2018 before me, Danielle Allred, a notary public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)

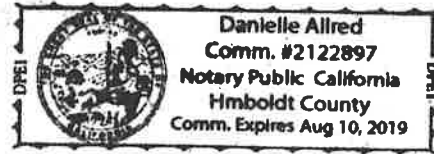


EXHIBIT A

Real Property Description
Bayview Ranch Property, Humboldt County, California

The real property in the City of Arcata, County of Humboldt, State of California, described as follows:

That portion of Section 4, Township 5 North, Range 1 East, Humboldt Meridian, and of Section 33, Township 6 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING on the quarter section line at a point located South 0 degrees 05 minutes East, 891.94 feet thereon from the closing quarter corner on the North line of said Section 4;

thence North 30 degrees 21 minutes 04 seconds West, 3120.03 feet to the Westerly line of land conveyed to Chauncey M. Gould by deed recorded April 2, 1964 in Book 781 of Official Records, page 499, under Recorder's Serial No. 5849, Humboldt County Records;

thence South 1 degree East (shown as South 0 degrees 56 minutes 19 seconds East on Record of Survey recorded in Book 18, page 146 of Surveys) along said Westerly line, 1175.20 feet to an angle point in said line being the Easterly line of the land conveyed to Brizard-Matthews Machinery Co., a partnership, by deed dated June 15, 1960 and recorded August 8, 1960 in Book 598 of Official Records, page 223, under Recorder's Serial No. 12906, Humboldt County Records; and

thence South 37 degrees 15 minutes West (shown as South 37 degrees 17 minutes 39 seconds West on said Survey in Book 18 of Surveys, page 146), along said Easterly line 781 feet to the section line between Section 33 of Township 6 North, Range 1 East, and Section 4 of Township 5 North, Range 1 East, Humboldt Meridian, at a point located 447.44 feet Easterly along said division line from the Southwest corner of said Section 33;

thence continuing along said Brizard-Matthews line, South 37 degrees 15 minutes West, 590 feet to most Northerly corner of the parcel of land conveyed to the State of California, by Fredericka Alant Dolson and husband by deed dated February 2, 1953 and recorded February 24, 1953 in Book 240 of Official Records, page 50, under Recorder's Serial No. 2318, Humboldt County Records;

thence Southerly along the Easterly line of said State of California parcel, along a curve to the right, with a radius of 11,100 feet, through an angle of 2 degrees 07 minutes 28 seconds, a distance of 565.31 feet;

thence South 6 degrees 35 minutes 08 seconds East, 136.00 feet to an angle point in said State of California boundary;

thence North 37 degrees 19 minutes 30 seconds East, 39.47 feet to the most Northerly corner of a parcel of land conveyed to the State of California by deed recorded August 5, 1953 in Book 259 of Official Records, page 523, under Recorder's Serial No. 9939, Humboldt County Records;

thence along the Easterly line of said last mentioned State of California land South 4 degrees 14 minutes 55 seconds East, 671.39 feet, South 0 degrees 25 minutes 30 seconds West 959.99 feet, North 89 degrees 34 minutes 30 seconds West, 48 feet and South 0 degrees 25 minutes 30 seconds West, 1381.49 feet, more or less, to the South line of the Northwest Quarter of the Southwest Quarter of said Section 4;

thence East along said South line, 1038.42 feet, more or less, to the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4;

thence East along the South line of the Northeast Quarter of the Southwest Quarter and the South line of the Northwest Quarter of the Southeast Quarter of said Section 4, a distance of 2443.32 feet;

thence following a division line fence South 43-3/4 degrees East, 660 feet;

thence North 46-1/4 degrees East, 132 feet;

thence South 43-3/4 degrees East, 114.06 feet to the most Westerly corner of the parcel of land conveyed to Bayside Community Presbyterian Church by deed recorded November 21, 1957, under Recorder's Serial No. 17184;

thence North 46-1/4 degrees East, 84.96 feet;

EXHIBIT A

Real Property Description
Bayview Ranch Property, Humboldt County, California

thence South 43-3/4 degrees East, 210 feet to the Northwesterly line of the County Road, as it existed on November 1, 1900;
thence along that line North 47 degrees East, 351.30 feet;
thence at a right angle North 43 degrees West, 436.92 feet;
thence North 72 degrees West, 285.12 feet;
thence North 29 degrees 20 minutes West, 875.82 feet;
thence North 57 degrees West, 277.86 feet;
thence North 60 degrees East to the most Southerly corner of the parcel of land described in deed to Jacoby Creek School District of Humboldt County recorded May 21, 1956, in Book 393 of Official Records, page 109, Humboldt County Records;
thence North 30 degrees 15 minutes West, 492 feet to the most Westerly corner of said school district parcel;
thence along the Northerly line of said parcel North 60 degrees East to the Westerly line of the County Road as it existed on November 1, 1900;
thence along that line North 30 degrees West, 913.8 feet to a division line fence;
thence following said fence line South 89-3/4 degrees West to said quarter section line;
thence North 0 degrees 05 minutes West, along said quarter section line, 569.30 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING at a point on the Southeasterly boundary line of the parcel of land described and designated Parcel Two in the Judgment dated February 18, 1963, and recorded in the Office of the County Recorder of said County of Humboldt in Book 725, page 318 of Official Records, from which the most Southerly corner of said parcel of land designated Parcel Two bears South 78 degrees 58-1/2 minutes West, 705.4 feet distant; and running
thence North 78 degrees 58-1/2 minutes East along the Southeasterly line of said parcel of land designated Parcel Two, a distance of 305.3 feet;
thence North 0 degrees 20 minutes West, 238.1 feet;
thence South 89 degrees 40 minutes West, 300.00 feet;
thence South 0 degrees 20 minutes East, 294.7 feet, more or less, to the point of beginning, being a portion of Section 4, Township 5 North, Range 1 East, Humboldt Base and Meridian.

ALSO EXCEPTING THEREFROM that portion thereof, described as follows:

All that real property situated in the Southeast Quarter of Section 4, Township 5 North, Range 1 East, Humboldt Meridian, described as follows:

BEGINNING at the most Southwesterly corner of the parcel of land conveyed to Bayside Community Presbyterian Church by deed recorded November 21, 1957 in Book 467 of Official Records, page 416, under Recorder's Serial No. 17184, Humboldt County Official Records;

thence North 46 degrees 15 minutes East, along the Westerly line of said Church parcel, 84.96 feet;
thence North 43 degrees 45 minutes West, 116.94 feet;
thence South 46 degrees 15 minutes West, 84.96 feet;
thence South 43 degrees 45 minutes East, 116.94 feet to the point of beginning.

BRIZARD PROPERTY

LEGAL DESCRIPTION

APN 501-042-007

APN 501-042-014

All that real property situated in the City of Arcata, County of Humboldt, State of California, described as follows:

That Portion of the West Half of the Southwest Quarter of Section 33 and the East Half of the Southeast Quarter of Section 34, Township 6 North, Range 1 East and the Northwest Quarter of the Northwest Quarter of Section 4, Township 5 North Range 1 East shown as Parcel 2 of Parcel Map No. 1538 for the Brizard Company, Recorded in Book 13 of Parcel Maps, Page 83 and 84, Humboldt County Recorder's Office.

EXCEPTING THERE FROM that portion thereof conveyed to Arcata Little League and Babe Ruth League, Inc., a corporation, by Deed recorded, November 24, 1986, in Book 1818, Page 694, of Official Records, under Recorder's Serial No. 24978, Humboldt County Records.

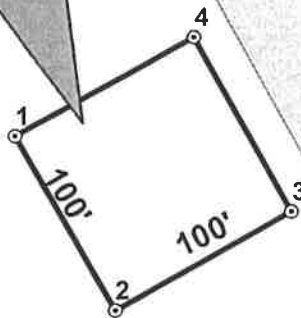


Jacoby Creek School Garden Project

Portion of APN 501-042-005

U.S.G.S. 7.5 Minute Topographic Map: Arcata South
 Section 4, T.5.N., R.1.W. of H.B. & M.

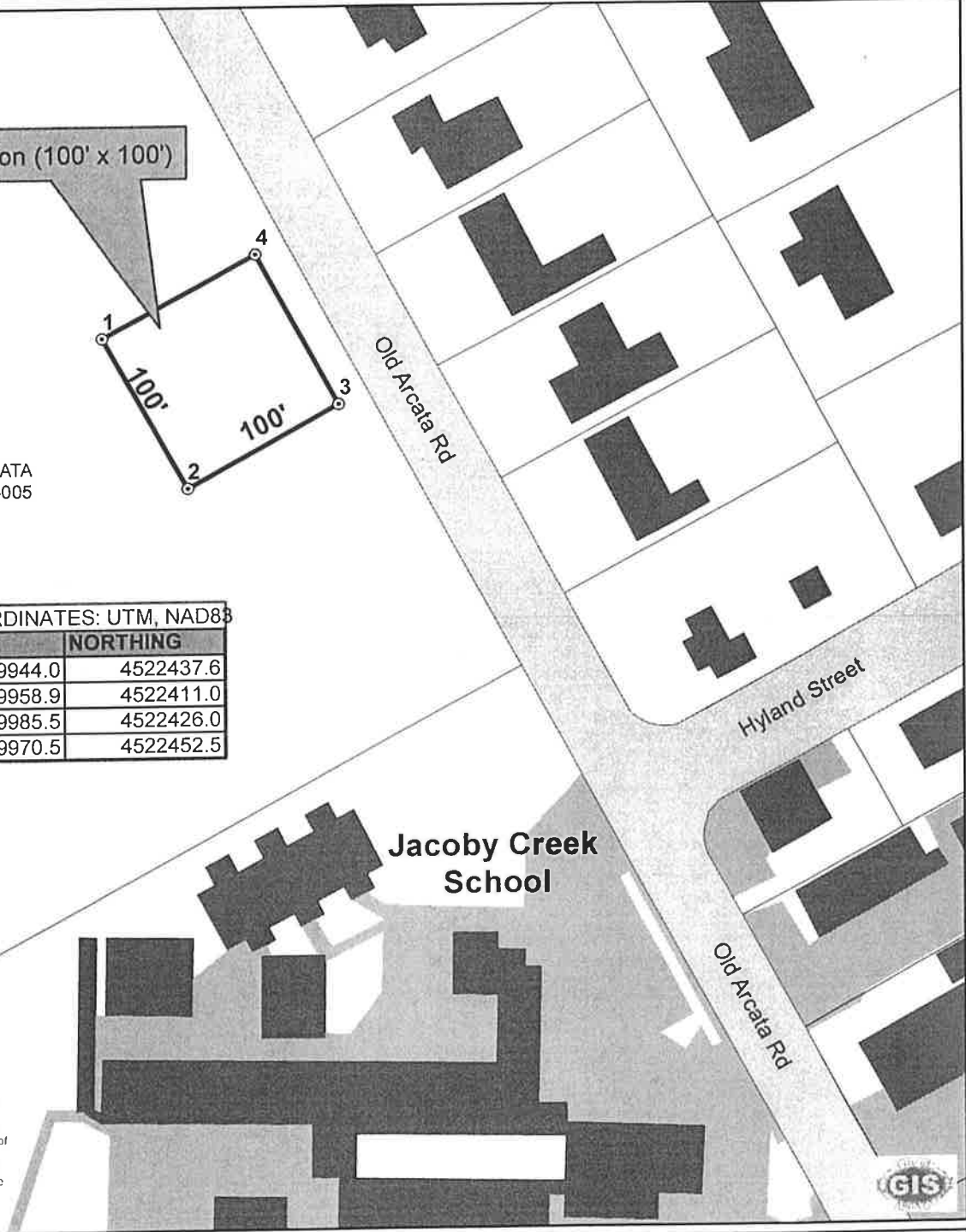
Garden Location (100' x 100')



CITY OF ARCATA
 APN 501-042-005

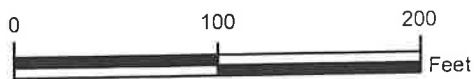
GARDEN COORDINATES: UTM, NAD83

Id	EASTING	NORTHING
1	409944.0	4522437.6
2	409958.9	4522411.0
3	409985.5	4522426.0
4	409970.5	4522452.5



This map is for informational purposes only. The City of Arcata, including any employees and sub-contractors, makes no warranties, express or implied, as to the accuracy of the information contained in this map. The City of Arcata, including any employees and sub-contractors, disclaims liability for any and all damages which may arise due to errors in the map and the user's reliance thereon.


Date Saved: 6/3/2015 11:53:51 AM



CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Lease Agreement Between Jacoby Creek School and City of Arcata, effective as of February 16, 2018, from the City of Arcata, a municipal corporation, to the Jacoby Creek School, a public school district, are hereby accepted by the undersigned officer or agent on behalf of the Jacoby Creek School.

JACOBY CREEK SCHOOL

By 
Melanie Nannizzi
Principal
Jacoby Creek School District

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

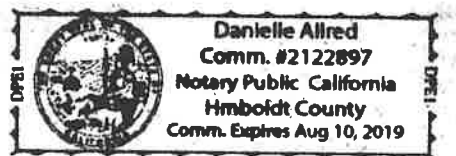
State of California
County of Humboldt

On June 6, 2018 before me, Danielle Allred, a notary public, personally appeared Melanie Nannizzi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



(Seal)