LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD GUN CLUB

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 Redwood Gun Club, a California Business, hereinafter referred to as LESSOR," is made upon the following considerations:

WHEREAS, the LESSOR leases access and use property owned by Redwood Gun Club and located off Young Lane in Manila, Humboldt County, California, as identified as Exhibit A hereto (the "Range") on which the COUNTY desires to conduct pistol, rifle, and shotgun courses to the Humboldt County Sheriff's Office (the "Activities");

WHEREAS, the COUNTY desires to lease LESSOR property with nonexclusive access shown on Exhibit A and subject to the terms and conditions of this Agreement; and

WHEREAS, the undersigned representative of the COUNTY is authorized to enter into this Agreement binding the COUNTY to lease the Range and the Access Area (together the "Premises") subject to the terms and conditions of this Agreement; and

WHEREAS, the LESSOR is willing to grant to COUNTY the non-exclusive privilege to use the Premises for the Activities in accordance with the terms and conditions hereof.

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 premises located on Young Lane, Manila, California, APN 506-181-007, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

   The COUNTY shall enter the Premises under this Agreement solely by way of the existing road (Young Lane). The COUNTY shall use care at all times while using the Premises under this Agreement and shall:

   a. Keep all gates locked when the COUNTY is entering and exiting the Premises.

   b. Keep the access road to Redwood Gun Club and the gateway entering the Premises clear while the COUNTY is using the Premises.

   c. Maintain the Premises in an orderly, clean, and sanitary manner free of all trash, litter and debris at all times, including reasonable cleanup and removal of debris and ammunition casings following Premises use.

   d. The COUNTY shall limit the number of active shooters to what the LESSOR determines can be properly trained and supervised.

2. USE OF PREMISES:

A. Intended Use. The Landlord hereby grants to the COUNTY a non-exclusive, revocable right to use the Premises for the limited purposes stated herein, and the COUNTY hereby accepts the same, subject to the terms and conditions of this Agreement.

1. The COUNTY may use the Range solely for a pistol, rifle, shotgun classes as related to the specified use activities (Exhibit B; the "Authorized Use").

2. If COUNTY does not have a current qualified Redwood Gun Club RSO for the section of the range that is being used, Redwood Gun Club will provide one at the rate of $100 per instructor, per day.

3. Projectiles fired will be confined to the leased Range area and discharged into specified berms or traps designed to capture and contain the fired projectiles. Excluding the projectiles fired into permanent berms, all materials that are a part of the COUNTY use of the Range will be cleaned up (removed) immediately following the event.

4. Heavy artillery, Canons and fireworks are specifically excluded and prohibited from use on the Range.

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.

E. The COUNTY understands other parties may use the Premises. When scheduling classes, scheduling shall be conducted on a first come, first serve basis.

3. RESERVATIONS, CONFINEMENT OF ACTIVITIES AND NON-INTERFERENCE:

A. It is acknowledged that LESSOR is the owner of the Premises and the properties

surrounding the Premises.

B. COUNTY agrees to use only the Premises, confining all activity thereto, including vehicular parking.

C. LESSOR reserves the right to enter and inspect the Premises.

D. COUNTY agrees that COUNTY's ability to use the Premises is contingent upon the suitability of the Premises for COUNTY's Activities and LESSOR's ability to obtain all necessary governmental approvals, if any.

E. By acceptance of this Agreement, COUNTY agrees that it will not object to any lawfully conducted management activities and/or development of property carried out by LESSOR or its agents, other lessees, contractors, successors, or assigns.

F. COUNTY shall not construct any new structures or install any new septic or utilities or attach utilities to trees on the Premises.

G. LESSOR will not be responsible for individual members interference with, interruption of, or failure to perform COUNTY's Activities while COUNTY is using the Premises.

H. LESSOR reserves the right to cross, recross, and use the Access Area and other roads appropriate to or located on the Premises at any time.

4. TERM OF LEASE:

A. Initial Term. This Lease shall begin upon execution by both parties hereto and shall remain in full force and effect beginning on July 1, 2024 and terminating on June 30, 2025, or the expiration or termination by either party.

5. RENT:

A. Monthly Rental Rates. In consideration for the license to use the Premises, the COUNTY agrees to pay Redwood Gun Club the sum of Two Hundred Dollars ($200.00) for utilizing the Premises for each day of use. For a total of 25 classes for the year, COUNTY agrees to pay a total use fee of $5,000.00 for the year. As well as reimbursement for the Business License and any damage to property in regard to target backers, stands, steel, etc. Any classes conducted beyond the 25 days will be charged a fee of $200.00 per additional class. The minimum use fee may be waived by the Redwood Gun Club, when agreed to in advance with the COUNTY (in writing). Said sum shall be paid no later than thirty (30) days after such use to the LESSOR.

B. Payment. Payment shall be made at the following address or such other place as Landlord may designate in writing to Tenant:

Landlord: RGC Treasurer
Redwood Gun Clun
P.O. Box 584
Arcata, California 95518-0584

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 thirty (30) 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.

E. COUNTY agrees to comply with all applicable governmental laws, rules, statutes, regulations, and permits relating to COUNTY's activities, and to do so at COUNTY's cost. COUNTY's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by Redwood Gun Club and applicable to the Premises, including, without limitation, incidental take permits held by Redwood Gun Club of which Redwood Gun Club provides advanced notice to COUNTY.

F. LESSOR reserves the right to require COUNTY to take affirmative steps to review and comply with permits noticed by LESSOR and to promptly comply when LESSOR requests specific action on a requirement applicable to COUNTY's use of the Premises.

G. COUNTY shall promptly report to Redwood Gun Club any violations of any laws, regulations, or permits relating to the Activities of which COUNTY has knowledge and shall promptly send to the LESSOR a copy of any notice of violation received by COUNTY that relates to the Activities. A copy of all citations or other written documents COUNTY receives from any agency shall accompany the notice of violation. COUNTY shall provide Redwood Gun Club with copies of all correspondence to and from government agencies relating to any permits or regulations affecting (or claimed by any persons to affect) operations under this Agreement. COUNTY shall promptly notify Redwood Gun Club of any litigation or agency enforcement action arising in connection with this Agreement, including environmental actions, tax disputes, and bankruptcy proceedings of COUNTY or its contractors.

8. MAINTENANCE AND ADDITIONAL CONDITIONS USE:

A. COUNTY shall take reasonable care to prevent wildfires from igniting on or spreading from the Premises. If a wildfire should occur on or near the Premises COUNTY shall immediately notify Redwood Gun Club and appropriate government agencies and shall make its on-site equipment available to help suppress or contain the fire. COUNTY shall comply with all fire prevention and suppression measures that LESSOR may specify from time to time relating to COUNTY's use of the Premises. COUNTY shall comply with all applicable state fire safety standards including requirements (if any) to maintain special equipment in vehicles. COUNTY shall reimburse Redwood Gun Club for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by operations of COUNTY, its contractors or personnel, at the Premises, even if not attributable to negligence by COUNTY or its agents.

B. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Redwood Gun Club's operations, LESSOR shall notify COUNTY's representative and COUNTY shall immediately suspend use of the Premises or take steps to remedy the situation as Landlord may direct.

C. COUNTY agrees to cease using vehicles on Redwood Gun Club's roads, when weather conditions make driving hazardous or may have a detrimental impact to the environment including, but not limited to, the occurrence of rain in sufficient quantity and duration that driving would result in rutting and deformation of the road surface, degradation of water bars, or tracking of mud onto public roadways.

D. COUNTY agrees to repair any damage caused to drainage or erosion control structures by using COUNTY vehicles on any road immediately following damage. Exceptions need prior written approval of LESSOR.

E. COUNTY shall obey all posted traffic and speed regulations on Redwood Gun Club's roads.

F. If any portion of the Range requires access through a locked gate owned or maintained by Redwood Gun Club, Redwood Gun Club shall issue copies of key(s) needed to open gates for the access provided herein. COUNTY shall not copy the key(s) provided by LESSOR unless permitted to do so in writing by LESSOR. COUNTY shall return any key(s) that has been so issued in the event of termination of this Agreement. COUNTY shall keep road gates closed and locked unless otherwise instructed by a Redwood Gun Club Executive Board.

G. COUNTY shall repair all damage to and deterioration of Redwood Gun Club's roads in the Access Area when such damage or deterioration is caused by COUNTY's use of access rights granted herein.

H. COUNTY shall obtain prior written permission from LESSOR's authorized representative before gating, obstructing, or storing equipment on the Access Area, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Redwood Gun Club. COUNTY shall at no time be allowed to, or allow others to, dump or deposit any waste, debris, fill, soil, or other material from outside the Premises upon any portion of the Premises.

I. COUNTY shall not construct any roads on the Premises.

9. INDEMNIFICATION:

The COUNTY agrees to protect, indemnify and hold Redwood Gun Club, and its agents harmless from any and all claims, damages, losses, liabilities, suits, actions, causes of action or expenses of any nature whatsoever, whether for damage to property, injury to persons or otherwise, connected with, caused by or in any way arising out of the COUNTY's use or occupancy of the Premises or by virtue of non-performance or performance by the COUNTY of the terms and conditions of this Agreement.

In the event of any default in the performance of any agreement and/or condition herein contained, this Agreement, at the LESSOR's option, may be considered as immediately terminated and canceled, and no further rights of the COUNTY hereunder shall exist, upon the service of notice in writing thereof to the COUNTY. Notwithstanding any provision to the contrary contained in this Agreement, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

10. INSURANCE REQUIREMENTS:

During the term of this Agreement, the COUNTY, at its expense, shall procure insurance with companies satisfactory to LESSOR covering the COUNTY against risks and with minimum limits as indicated below:

A. Workers Compensation (Statutory amount) and Employer's Liability ($1,000,000), if Applicable.

B. Commercial General Liability insurance of $2,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual

Liability, Products and Completed Operations and Cross Liability.

C. Commercial Automobile Liability insurance with minimum limits of $1,000,000 per occurrence combined single limit of Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles.

D. The policies specified in 9.B. and 9.C. above shall include an endorsement that shall name Redwood Gun Club as an additional insured on a primary basis for the duration of the Agreement term. The additional insured endorsement must be ISO CG20 10 10 01 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

E. The policies specified 9.A., 9.B., and 9.C., above shall include an endorsement that shall provide that the Landlord be given a thirty (30) day written notice prior to cancellation of the policy.

F. All liability coverages must be on an "occurrence" basis as opposed to "claims made".

G. All insurance shall be in a form sufficient to protect the COUNTY, Redwood Gun Club, and the Landlord against the claims of third persons, and to cover claims by LESSOR against the COUNTY for which the COUNTY has assumed liability under this Agreement.

H. COUNTY hereby waives any subrogation claim against LESSOR by its insurers under the policies specified in subsections 9.A., 9.B., and 9.C. above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in subsections 9.A., 9.B., and 9.C. shall include an endorsement allowing this waiver of subrogation claims.

I. Prior to commencement of this Agreement, the COUNTY shall furnish the LESSOR with a copy of the endorsement naming LESSOR as an additional insured and certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to LESSOR and containing a representation that coverage of the types listed in this Section 9 above is provided with the required limits.

J. 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: Redwood Gun Club
P.O. Box 584
Arcata, California 95518-0584

11. 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.

12. 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.

13. HAZARDOUS MATERIALS PROVISIONS:

A. With the exception of Hazardous Material and their effects resulting during the use of the Premises prior to the execution of this Agreement, COUNTY hereby agrees to indemnify LESSOR and it's agents and to hold Redwood Gun Club and it's agents harmless from and against any and all loss, liability, damage, injury, cost, expense and claim of any kind whatsoever (including but not limited to property damage or personal injury and death) paid, incurred or suffered by, or asserted against, LESSOR for, with respect to, or as a direct or indirect result of the presence on or under, or the escape seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Material arising out of, in connection with or in any manner related to the use or occupancy of the Premises by the Subtenant or Subtenant's invitees, including, without limiting the generality of the foregoing, any loss, liability, damage, injury, cost, expense, or claim asserted or arising under any Environmental Law. Notwithstanding any provision to the contrary contained in this Agreement, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

B. As used herein the term "Environmental Law" shall mean, any federal, state, local or foreign law, statute, decree, ordinance, code, rule or regulation, including, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act of 1976, and any federal, state or local so-called "Superfund" or "Superlien" law or ordinance relating to the emission, discharge, release, threatened release into the environment of any pollutant, contaminant, chemical, hazardous, toxic or dangerous waste, substance or material (including, without limitation, ambient air, surface water, groundwater or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of such substances and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder. As used herein, the term "Hazardous Material" shall mean any pollutants, contaminants, chemicals, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law now or at any time hereafter in effect, including, without limitation of asbestos, PCBs, or other substances defined as "hazardous

substances" or "toxic substances" in any Environmental Law.

C. COUNTY agrees to assist LESSOR at no cost to COUNTY in its reasonable efforts to collect and lawfully dispose of lead waste that accumulated on the Premises from the inception of the SRA club to the date of execution of this Agreement. COUNTY shall assist LESSOR, at no cost to COUNTY, to implement best management practices for collection and lawful disposal of lead waste ("Lead Management") within the Premises accumulating after the date of execution of this agreement. Subtenant's Lead Management shall comply with the Environmental Protection Agency's (EPA's) "Best Management Practices for Lead at Outdoor Shooting Ranges" which is available on-line at: http://www.epa.gov/region2/waste/leadshot.

14. 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.

15. NOTICES:

Any notices required or desired to be given under this Agreement shall be in writing and shall be effective upon the earlier of: (i) when actually delivered by any generally accepted means of business communications, or (ii) three (3) days after being deposited in the mail, postage prepaid, certified, return receipt requested to the address set forth below, or to such address as such party shall subsequently designate in writing. The representative of COUNTY designated for the purposes of notice to COUNTY shall also act as a liaison between COUNTY and LESSOR.

LESSOR: Redwood Gun Club
P.O. Box 584
Arcata, California 95518-0584

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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. Shall not be recorded in the public records of the County where the Premises is located or any other public registry. 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.

31. 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.

32. 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]

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

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Rex Bohn, Chair
Humboldt County Board of Supervisors

By: _____ Date: _____
Clerk of the Board

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

REDWOOD GUN CLUB:

By: _____ Date: _____

Name: _____

Title: _____

APPROVED AND ACCEPTED BY: REDWOOD GUN CLUB BOARD MEMBER

By: _____ Date: _____

Name: _____

Title: _____

LIST OF EXHIBITS:

Exhibit A – Property Description
Exhibit B – Authorized Use

EXHIBIT A
PROPERTY DESCRIPTION

Area Map

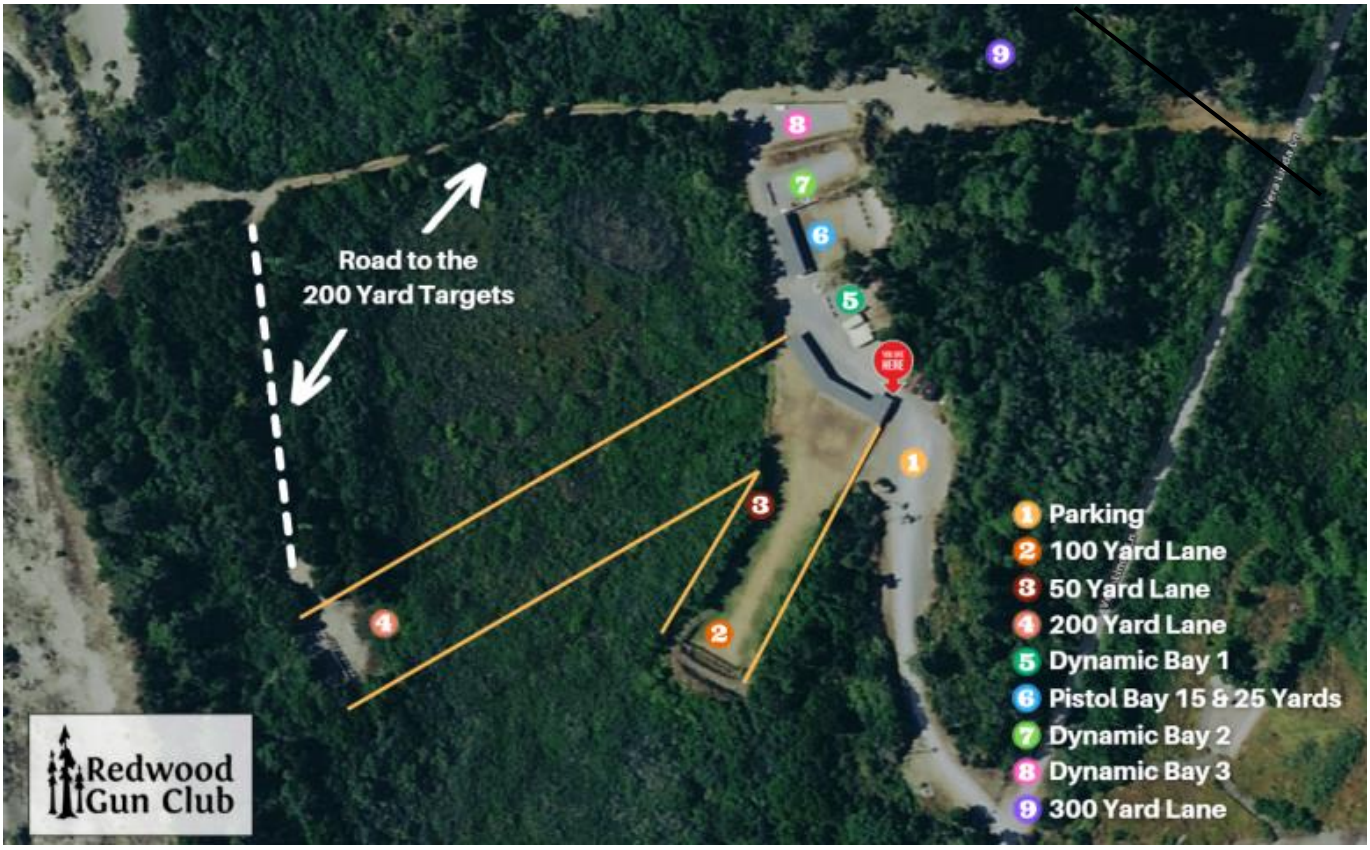

EXHIBIT B
AUTHORIZED USE

1. This agreement is specifically with Humboldt County Sheriff's Office and its representatives.

2. Anticipated use of the Premises will be a block of time, when available, to be scheduled by the Redwood Gun Club. Scheduling shall be through the Chief Instructor with as much advance notice as possible. If the Chief Instructor is not available for scheduling the available date can be held by contacting a member of the Executive Board.

   Additional use of the Premises may be permitted when approved with the Chief Instructor or the Executive Board.

3. All classes and curriculums need to be approved by the Chief Instructor or the Executive Board.

4. All targets and fixtures need to be approved by the Chief Instructor or the Executive Board.