

VN#	@00015777			
CT#	E2100481			
ACCT:	6103	-	106020	- 726000 - 100
CT AMT:			5,323.76	
<b>FIRST ADDENDUM TO THE LEASE AGREEMENT</b>		Annual	Total	

**FIRST ADDENDUM TO THE LEASE AGREEMENT**

**Site Name: Mt. Bradley**

THIS FIRST ADDENDUM to the Lease Agreement ("Agreement") entered into on September 1, 2016, is made and entered into by and between Rome Creek Timber LLC ("Landlord"), and Siskiyou County Department of Public Works, ("Tenant"). This First Addendum to the Agreement becomes effective as of March \_\_\_\_, 2021.

WHEREAS, on January of 2018, the Landlord, Rome Creek Timber, LLC, was purchased by Shasta Cascade Timberlands, LLC; and

WHEREAS, the parties desire to change the name of the Landlord to reflect Shasta Cascade Timberlands LLC;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Preamble of the Lease Agreement shall be amended to delete Rome Creek Timber, LLC., and replace it with Shasta Cascade Timberlands, LLC.

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Tenant and Landlord have executed this First Addendum to the Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

LANDLORD:  
Shasta Cascade Timberlands, LLC

Date: 3/23/2021

DocuSigned by:  
James Bullen  
James Bullen, Chief Operating Officer

Note to Lessor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 82-2976056

TENANT:  
COUNTY OF SISKIYOU

DocuSigned by:  
Angela Davis 4/19/2021  
Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
Dana Barton 3/23/2021  
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund 6103 Organization 106020 Account 726000

Activity Code (if applicable)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: NTE \$5,323.76

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

DocuSigned by:

Amenarie Zediker

4/5/2021

Jennie Ebejer, Auditor-Controller

(Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:

Melissa Cummins

4/9/2021

Melissa Cummins, Rick Management

(Date)



## LEASE AGREEMENT

Site Name: Mt. Bradley

This Lease Agreement (this "Lease" or "Agreement") is entered into as of September 1, 2016 ("Effective Date") by and between ROME CREEK TIMBER LLC, an Oregon Limited Liability Corporation ("Landlord") and SISKIYOU COUNTY DEPARTMENT OF PUBLIC WORKS, ("Tenant"). For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LEASE AND GRANT OF EASEMENT.** Landlord is the owner of that certain real property in Siskiyou County, California commonly known as Assessor's Parcel No. 030-200-090-000 and legally described in Exhibit "A" hereto (the "Property"). A telecommunications tower and equipment storage building are situated on the Property (the "Tower" and "Equipment Building", respectively). Subject to the following terms and conditions, Landlord hereby grants to Tenant (a) the non-exclusive right to install and maintain on the Tower cellular telephone reception/transmission equipment (hereinafter, "Tenant's Transmitter"), and (b) the nonexclusive right to install and maintain within the Equipment Building such equipment as may be necessary to support and operate Tenant's Transmitter (collectively, the "Supporting Equipment"). Landlord also hereby grants to Tenant and its employees, for the Term of this Lease, a non-exclusive easement and right-of-way over the existing roadway on the Property marked on Exhibit "B" hereto for purposes of ingress to and egress from the Tower and Equipment Building (the "Easement"). Tenant's right to use and occupy the Tower, Equipment Building and Easement shall commence as of the Commencement Date (as defined below).

2. **TERM.**

A. **Initial Term.** The term of this Lease shall be five (5) years commencing on September 1, 2016 (the "Commencement Date"), and ending on August 31, 2021, unless sooner terminated as provided herein (the "Initial Term").

B. **Extension Terms.** Subject to Landlord's termination rights set forth below, Tenant shall have the right to extend the Initial Term for up to two (2) successive five (5) year periods (the "Extension Terms") by giving Landlord written notice of Tenant's exercise of such option at least six (6) months, but not more than one (1) year, prior to the expiration of the Initial Term or then current Extension Term, as the case may be. All of the terms and conditions of this Lease shall remain in effect during each Extension Term. If Tenant is in default on the date of any option exercise notice, such notice shall be null and void, or if Tenant is in default on the date any Extension Term is to commence, such Extension Term shall not commence and this Lease shall expire at the end of the Initial Term or then current Extension Term, as the case may be. The Initial Term and Extension Terms, if any, are sometimes referred to herein collectively as the "Term".

C. **Landlord's Termination Right.** If Tenant extends the Term of this Lease pursuant to paragraph 2.2., above, both the Landlord and the Tenant shall have the right to terminate this Lease, effective as of any date after the last day of the Initial Term, by giving Tenant one hundred eighty (180) days prior written notice of such termination.

3. **RENT.**

A. **Rent.** During the Term of this Lease, Tenant shall pay annual rent ("Rent") to Landlord in accordance with the following:

1. Tenant shall pay Rent to Landlord in the amount of two thousand four hundred Dollars (\$2,400.00) per year, subject to 3% annual adjustment. All Rent shall be paid annually, in

advance. The rent for the first year of the Term shall be paid to Landlord on the Effective Date of this Lease. The rent for successive years of the Term shall be paid on each anniversary of the Commencement Date during the Term. Rent for any period which is less than a full year shall be a pro-rata portion of the Rent, based upon a three hundred sixty-five (365) day year. Landlord shall return a pro-rata portion of the Rent paid by Tenant if the Lease is terminated during the year.

2. The Base Rent shall be adjusted at the Extension of the Lease term.

4. Miscellaneous. All Rent shall be paid to Landlord, without deduction, offset, prior notice or demand of any kind, in lawful money of the United States of America, at the address set forth in paragraph 23., below, or to such other person or at such other place as Landlord may from time to time designate in writing. Tenant acknowledges that late payment to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any Rent or other sum due from Tenant is not received by Landlord when due, Tenant shall immediately pay to Landlord (without the requirement of any notice from Landlord) a late charge equal to ten percent (10%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to such late charge, any Rent or other sum due under this Lease that is not paid to Landlord when due shall bear interest at the rate of ten percent (10%) per annum, from the date due until fully paid. Neither the accrual nor Tenant's payment of interest to Landlord shall be deemed to cure any default by Tenant under this Lease.

5. USE.

A. Permitted Use. Subject to all terms and conditions set forth in this Lease, the Tower and Equipment Building may be used by Tenant for the purpose of installing, removing, replacing, maintaining and operating Tenant's Transmitter and Supporting Equipment, and for no other purpose.

B. Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, promptly comply with all federal, state and local laws, rules, ordinances and regulations, now or hereafter in effect (collectively, "Applicable Laws"), which relate in any manner to this Agreement, Tenant's Transmitter, and/or the Supporting Equipment, or the condition, use or occupancy of the Tower, Equipment Building or Easement by Tenant or its permitted assignees, customers or invitees. Specifically, but not by way of limitation, Tenant shall obtain all governmental permits or approvals necessary to install and/or operate Tenant's Transmitter and Supporting Equipment on and in the Tower and Equipment Building, and shall comply with all Applicable Laws regulating the allowable presence of or exposure to electromagnetic fields and radio frequency radiation, including applicable standards promulgated by the American National Standards Institute. Tenant shall immediately furnish Landlord with a copy of all notices, correspondence and/or other documentation received from any governmental agency or insurance company regarding any actual or potential violation of any Applicable Laws in connection with the installation or operation of the Tenant's Transmitter and/or Supporting Equipment, or the condition, use or occupancy of the Tower, Equipment Building or Easement by Tenant.

6. IMPROVEMENTS.

A. Permitted Improvements and Alterations. Tenant shall have the right, at its sole cost and expense, to install, maintain and operate the Tenant's Transmitter and Supporting Equipment on the Tower and in the Equipment Building, respectively. Except as provided below, Tenant shall not have the right to make any alterations or improvements to the Tower, Equipment Building or Easement without Landlord's prior written consent, which may be granted or withheld by Landlord in its sole discretion.



**B. Mandatory Alterations.** If, during the Term of this Lease, any structural or nonstructural alterations or improvements to the Tower, Equipment Building or Easement are required as a result of any federal, state or local laws, ordinances or regulations (including, but not limited to, Title III of the Americans with Disabilities Act of 1990 and Title 24 of the California Code of Regulations), Landlord and Tenant shall each have the right, but not the obligation, to make such alterations or improvements at its cost and expense. In the event neither party elects to make such alterations or improvements, then either party may terminate this Lease upon written notice to the other party. Any election to make alterations or improvements to the Tower, Equipment Building or Easement pursuant to this paragraph shall be made by written notice delivered by the electing party to the other party within thirty (30) days following written notice of the need for such alterations or improvements.

**C. Conditions to Alterations.** The following shall apply with respect to all alterations or improvements Tenant is allowed to make to the Tower, Equipment Building, or Easement hereunder: (a) if a permit or other approval from any governmental agency is required in connection with the work, Tenant shall acquire such permit or approval, furnish a copy thereof to Landlord prior to the commencement of the work, and comply with all conditions of said permit or approval in a prompt and expeditious manner; (b) all alterations and improvements shall be completed in a good and workmanlike manner, with due diligence, and in compliance with all federal, state and local building, zoning and other laws and regulations; (c) all alterations and improvements shall be performed in a manner that will not interfere with the quiet enjoyment of the Landlord and/or other occupants of the Tower, Equipment Building or other portions of the Property; (d) no alterations or improvements shall be constructed which include the use of asbestos or other Hazardous Materials (as defined below); (e) Tenant shall not be permitted to construct any underground storage tanks anywhere on the Property; (f) Tenant shall not construct any improvements or facilities which will require any governmental land use approval which would bind, burden or restrict Landlord's rights with respect to the use or enjoyment of the Tower, Equipment Building, Easement and/or Property, and Landlord shall not be required to consent to any such action; (g) Tenant shall give Landlord at least fifteen (15) days prior written notice of any work of improvement at or on the Property, and Landlord shall have the right to post notices of non-responsibility as provided by law; (h) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Tower, Equipment Building, Easement or Property, which claims are or may be secured by any mechanic's or materialman's lien against the Tower, Equipment Building or Property or any portion thereof or any interest therein; if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend itself, the Tower, Equipment Building, Property and Landlord against the same and pay and satisfy any such adverse judgment that maybe rendered thereon before the enforcement thereof against the Landlord, the Tower, the Equipment Building, and/or the Property, upon the condition that if Landlord shall require, Tenant shall immediately arrange and pay for, and cause the recording of, a bond sufficient to release the Tower, the Equipment Building, and/or the Property from such claim of lien in accordance with California Civil Code §3143; in addition, Tenant shall, upon written demand from Landlord reimburse Landlord for the attorneys' fees and costs it incurs in participating in such action if Landlord shall decide it is to Landlord's best interests to do so.

**7. MAINTENANCE AND REPAIRS.** Landlord shall, at Landlord's cost and expense, perform all work necessary to maintain and repair the Tower, Equipment Building and Easement, and all roadway, utility and other facilities located therein, provided that Tenant shall, at Tenant's cost, repair any damage caused by Tenant's negligence. Tenant shall, at Tenant's cost and expense, perform all work necessary to maintain and repair Tenant's Transmitter and Supporting Equipment.

**8. LANDLORD'S ACTIVITIES.** Tenant understands that (a) Landlord conducts industrial timber growing, harvesting, management and other related activities on the Property and other adjacent properties owned by Landlord, and (b) such activities will result in or create truck and other heavy equipment traffic, noise, dust, falling trees and other potentially objectionable consequences or events. Landlord shall have no liability or obligation whatsoever to Tenant or Tenant's agents, employees, independent contractors, assignees or customers in the event any trees or structures on Landlord's Property or adjacent properties, or any industrial timber activities conducted by Landlord or its agents,

employees or independent contractors, interfere with Tenant's broadcasting activities or any other use of the Tower, Equipment Building and/or Easement by Tenant or any such person or entity. Tenant, for itself and its agents, employees, independent contractors, assignees and customers, hereby expressly waives and releases Landlord from any and all claims, liability, damages, loss, cost or expense relating thereto.

9. **TAXES.** Except as provided below, Landlord shall pay when due all real property taxes and assessments attributable to the Property. Tenant shall pay, when due, all personal property taxes assessed on, or any portion of such taxes attributable to, Tenant's Transmitter and/or Supporting Equipment.

10. **INDEMNIFICATION.** Tenant shall indemnify, defend, protect and hold Landlord and its parent, subsidiary and affiliated corporations and other entities, and their respective officers, directors, shareholders, partners, members, agents, employees and independent contractors (collectively, the "Indemnified Parties"), free and harmless from and against any and all claims, demands, liabilities, damages, causes of action, judgments, proceedings, loss, costs or expense (including attorneys' fees and court costs) arising out of, relating to or caused by: (a) any act, omission or negligence of Tenant, or its agents, employees, contractors, customers, licensees or invitees, where so ever the same may occur; (b) any use of the Tower, Equipment Building, Easement, Tenant's Transmitter and/or Supporting Equipment by Tenant, or its agents, employees, contractors, customers, licensees or invitees; (c) the operation of any business of Tenant; or (d) any breach by Tenant of any of its covenants, agreements, representations or warranties under this Lease. In the event any Indemnified Party shall be made a party to any suit or other legal proceeding by reason of any of the above, Tenant shall, at Landlord's request, defend such Indemnified Party there from at Tenant's expense with counsel reasonably satisfactory to Landlord.

The indemnification provided for in this paragraph shall apply regardless of the active or passive negligence of the Indemnified Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on the Indemnified Parties.

11. **INSURANCE.** Tenant shall, at its sole cost and expense, obtain and maintain the following insurance coverages in effect throughout the entire Term of this Lease:

A. **General Liability Insurance.**

1. Tenant shall obtain commercial general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury and advertising injury arising out of or relating (directly or indirectly) to Tenant's business operations, conduct, assumed liabilities or the use or occupancy of the Tower, Equipment Building and/or Easement by Tenant.

2. Tenant's commercial general liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Policy Form CG 0001, including but not limited to, the following coverages: premises-operations, broad form property damage, fire legal liability/damage to premises rented to you, broad form contractual liability, use of contractors and subcontractors, personal injury, and products and completed operations.

3. Tenant's commercial general liability insurance shall have minimum limits of liability as follows: (a) General Aggregate (Except Products and Completed Operations) \$2,000,000 per location; (b) Each Occurrence - \$2,000,000 per location; (c) Products/Completed Operations Aggregate - \$2,000,000; (d) Fire Legal Liability/Damage to Premises Rented to You \$2,000,000; (e) Personal and Advertising Injury - \$2,000,000; and (f) Medical Payments \$2,000,000.

4. **Automobile Liability.** Tenant shall maintain comprehensive automobile liability insurance for owned, hired and non-owned automobiles with combined single limits of liability of no less than One Million Dollars (\$1,000,000).



5. Pollution Liability. Tenant shall maintain environmental work/pollution liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, investigation expenses, cleanup costs, defense costs, settlement costs, and other losses caused by pollution conditions arising out of the activities or operations of Tenant. Such insurance shall have limits of liability of no less than Five Hundred Thousand Dollars (\$500,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) in the aggregate.

6. Workers' Compensation and Employer Liability Coverage. Tenant shall maintain workers' compensation insurance as required by law and employer's liability insurance with limits of no less than \$500,000.

7. Property Damage Insurance. Tenant shall procure and maintain a policy or policies of insurance insuring Tenant's personal property (including but not limited to Tenant's Transmitter and the Supporting Equipment) against loss or damage arising out of all perils included within the following classifications: fire, extended coverage, vandalism, malicious mischief, and special extended perils. Such insurance shall be in an amount not less than 90% of the replacement cost of such property and improvements, as the same may exist from time to time, and shall not include a deductible greater than Ten Thousand Dollars (\$10,000.00).

8. Additional Insured; Endorsements. Landlord shall be named by endorsement as additional insured under the commercial general, automobile and pollution liability insurance policies required by paragraphs 13.1., 13.2. and 13.3., above. The additional insured endorsements must be on ISO Form CG 20 11 01 96 or an equivalent acceptable to Landlord, with such modifications as Landlord may require. Such liability insurance policy(ies) shall also be endorsed as needed (a) to provide that the insurance afforded such policy(ies) to Landlord is primary and that all insurance carried by Landlord is strictly excess and secondary and shall not contribute with Tenant's liability insurance, (b) to provide cross-liability coverage for Tenant and Landlord, and (c) to provide for severability of interests.

9. Miscellaneous Provisions. All insurance required under this Lease shall: (a) be issued by an insurance company or companies authorized to do business in the State of California with a financial rating of at least an "A- VIII status as rated in the most recent edition of Best's Insurance Reports; (b) contain an endorsement requiring written notice to Landlord of Tenant's nonpayment of premiums within ten (10) days following the date due; and (c) contain an endorsement requiring thirty(30) days prior written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope, or amount of any policy. The minimum limits of any or all liability coverages required hereunder may be increased by Landlord from time to time based upon industry standards for comparable business operations. Tenant shall cause all of its independent contractors, assignees and customers who enter onto the Property to purchase and maintain insurance policies meeting the foregoing requirements. Within ten (10) days following the Effective Date, Tenant shall deliver to Landlord copies of all insurance policies and endorsements required to be maintained hereunder and evidence of payment of the premiums thereon. Tenant shall deliver to Landlord one or more certificates of insurance evidencing the renewal of the insurance policies required to be maintained by Tenant hereunder no later than thirty (30) days prior to the expiration of any such policies. Tenant will also provide to Landlord certificates of insurance, naming Landlord and Tenant as additional insured, evidencing liability insurance maintained by Tenant's independent contractor(s), assignees, or customers which will be delivered to Landlord prior to any entry onto the Property by such persons or entities.

12. DAMAGE OR DESTRUCTION. In the event the Tower or Equipment Building is destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Landlord and Tenant shall each have the right, but not the obligation, to repair or rebuild such damaged or destroyed facilities at its cost and expense. In the event neither party elects to repair such damage, then either party may terminate this Lease upon written notice to the other party. Any election to repair damage to the Tower or Equipment Building pursuant to this paragraph shall be made by written notice delivered by the electing party to the other party within thirty

(30) days following the damage or destruction.

13. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting all or part of the Tower, Equipment Building or Easement, Landlord will provide notice of the proceedings to Tenant within fifteen (15) days. If a condemning authority takes all of the Property (including the Tower, Equipment Building and Easement), or a portion thereof sufficient to render the use of the Tower and Equipment Building unsuitable or Tenant, this Lease will terminate as of the date title vests in the condemning authority. Any award relating to the condemnation of all or a part of the Property or Easement, or any buildings or structures located thereon (including but not limited to the Tower and Equipment Building), shall be the sole and exclusive property of the Landlord. Notwithstanding the foregoing, Landlord shall have no interest in, and Tenant shall be entitled to, any compensation recoverable from the condemn or for the taking of personal property belonging to Tenant or for Tenant's relocation expenses. Tenant agrees that its rights to terminate this Lease as a result of a partial condemnation are governed by this paragraph 16. Tenant waives all rights it may have under California Code of Civil Procedure §1265.130, or otherwise, to terminate this Lease based on a partial condemnation.

14. **ANNUAL INSPECTIONS.** Landlord and Tenant shall, at least once each year during the Term of this Lease, jointly conduct an inspection of the Tower, Equipment Building and Easement for purposes of confirming: (a) Tenant's compliance with its obligations under this Lease, and (b) the types and locations of all equipment owned by Tenant located on the Tower and/or in the Equipment Building.

15. **NON-INTERFERENCE.**

A. Tenant's Transmitter and Supporting Equipment, and any use of the Tower, Equipment Building or Easement by Tenant or any of its permitted assignees, agents, employees or independent contractors shall not disturb or interfere with the communications, equipment, frequencies or broadcasting activities of Landlord, or any other operators on the Property or on any adjacent real property owned by Landlord (including, but not limited to, those of any other tenant(s) which currently has/have a transmitter on the Tower and equipment in the Equipment Building), and shall comply with all noninterference rules of the Federal Communications Commission. For purposes of this Lease, interference with a broadcasting activity shall mean (a) a condition existing which constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (b) a material impairment of the quality of sound or picture signals on a broadcasting activity in any material portion of the protected service area of such activity, as such area is or may be defined by the FCC, at any hour during the period of operation of such activity, as compared with that which would be obtained if no other broadcasters were broadcasting from the Tower or had any equipment on the Tower. Tenant shall, at the commencement of operations on the Property, and thereafter upon the replacement or modification of Tenant's Transmitter or upon the addition of any Supporting Equipment, conduct an interim operations study for purposes of confirming such non-interference. In the event any such study demonstrates interference with any of the operations of Landlord or other operators as described above, Tenant shall, at Tenant's sole cost and expense, install filters or take such other action as may be necessary to prevent such interference.

B. Landlord agrees to use good faith efforts not to permit the installation and/or modification of equipment on the Tower after the Effective Date if such installation and/or modification would cause interference with Tenant's broadcasting activity (subject, however, to all existing rights of \_\_\_\_\_ with respect to the addition, modification and/or replacement of equipment on the Tower). In the event any such additional or modified equipment interferes with Tenant's broadcasting activity, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Tenant's right to terminate this Lease shall be Tenant's sole and exclusive remedy in the event any equipment that is installed or modified on the Tower after the Effective Date interferes with Tenant's broadcasting activity.



16. TENANT'S DEFAULT; LANDLORD'S REMEDIES.

A. Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant:

1. Failure by Tenant to pay any Rent, or any other monetary sum required to be paid by Tenant hereunder, within five (5) days following the date due; or
2. Failure by Tenant to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given by Landlord to Tenant. If the default cannot reasonably be cured within such thirty (30) day period, Tenant shall not be in default if Tenant commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith continues to cure the default to completion.

3. Landlord's Remedies. In the event of a default by Tenant, Landlord may at any time thereafter, with or without notice or demand, exercise, in addition to all other rights and remedies at law or in equity to which Landlord may resort cumulatively or in the alternative, resort to the remedies set forth in the following paragraphs:

a. The Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

4. Landlord shall have the right to immediately terminate this Lease and all rights of Tenant hereunder, including Tenant's right to use the Tower and Equipment Building, by giving written notice to Tenant of such election by Landlord. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to re-let the Tower and Equipment Building, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination to Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(a) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Tenant proves could have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default, or which, in the ordinary course of things, would be likely to result there from.

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

For purposes of subparagraphs (4a) and (4b), above, "the worth at the time of the award" is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge for the loan or forbearance of money in accordance with Article XV, Section 1.(2) of the California Constitution. For purposes of subparagraph (4c), above, "the worth, at the time of the award" is to be computed by discounting the amount at a rate equal to the discount rate of the Federal Reserve Bank of San Francisco

at the time of the award, plus one percent (1%).

B. Landlord may at any time after a default by Tenant hereunder cure such default for the account and at the expense of Tenant. If Landlord at any time, by reason of any default by Tenant, is compelled, or elects to pay any sum of money or do any act that will incur the payment of any sum of money, the sum or sums paid by Landlord (together with interest accruing thereon until paid at the maximum rate an individual is permitted to charge for a loan or forbearance of money under Article XV, Section 1.(2) of the California Constitution) shall be deemed to be additional Rent under this Lease and shall be due from Tenant to Landlord immediately upon receipt of written demand.

C. Notices. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by paragraph 23., below, shall replace and satisfy the statutory service-of notice procedures, including those required by Code of Civil Procedure Section 1162 or any similar or successor statute.

D. Survival. The expiration of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity or other obligations under this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's use and occupancy of the Tower and Equipment Building.

17. LANDLORD'S DEFAULT; TENANT'S REMEDIES. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder, and fails to cure such default within thirty (30) days after written notice has been given by Tenant to Landlord; provided, however, that if the default cannot reasonably be cured within such thirty (30) day period, Landlord shall not be in default if Landlord commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith continues to cure the default to completion. Except as otherwise provided herein, in the event of a default by Landlord, Tenant may exercise all rights and remedies available to it at law or in equity to which Tenant may resort cumulatively or in the alternative, including specific performance.

18. ASSIGNMENT AND OTHER RESTRICTED TRANSFERS.

A. Restriction on Transfers. Tenant may not, directly or indirectly, assign, transfer, pledge, hypothecate, mortgage or otherwise transfer any interest in this Lease, or sublet, license or otherwise grant any right to use or occupy all or any part of the Tower, Equipment Building or Easement; provided, however, that Tenant may, with Landlord's prior written consent, assign all of its rights under this Lease to a subsequent owner and operator of the Tenant's Transmitter and Supporting Equipment. Landlord will not unreasonably withhold its consent to any such assignment by Tenant.

B. Assignment Procedure. Before entering into or permitting any assignment of all of its interest under this Lease as permitted by paragraph 21.1., above, Tenant shall provide to Landlord a written Transfer Notice ("Transfer Notice") at least forty-five (45) days before the proposed effective date of the assignment. The Transfer Notice shall include all of the following:

1. Information regarding the proposed transferee, including the name, address, and ownership of transferee; the nature of transferee's business; Transferee's character and reputation; and transferee's current financial statements (certified by an officer, a partner, or an owner of transferee), bank account statements, tax returns, and a detailed business plan acceptable to Landlord;

C. All the terms of the proposed Transfer, including the consideration payable by the transferee; the effective date of the Transfer; and a copy of all documentation concerning the proposed Transfer; and



D. Any other information or documentation reasonably requested by Landlord.

E. Landlord's Written Response. Landlord shall approve or disapprove the proposed assignment in writing within a reasonable time after receipt of a Transfer Notice that complies with this paragraph 21.2., above.

F. Documentation and Conditions. Any assignment to which Landlord has consented shall be evidenced by an instrument in such written form as is reasonably satisfactory to Landlord and executed by Tenant and the assignee. Landlord may impose reasonable conditions on any proposed assignee, which may include without limitation, that the proposed assignee assume the Tenant's obligations under this Lease. All assignees shall be required to (a) confirm in writing to Landlord, concurrently with the request for Landlord's consent, the amount and type of any compensation or other consideration payable to the Tenant in connection with the proposed transaction, and (b) demonstrate, at the date of the assignment, non-interference with any radio, wireless or other communications facilities, frequencies or operations of Landlord and/or any other operators on the Property or any adjacent property owned by Landlord.

G. Miscellaneous. If consent to any assignment is given by Landlord, such consent shall not relieve Tenant (or any assignee of Tenant) from any of its obligations or liability under this Lease. The consent of Landlord to any assignment shall not constitute a consent to any subsequent assignment by any assignee.

19. SURRENDER. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove Tenant's Transmitter and Supporting Equipment from the Tower and Equipment Building, and repair any damage caused by such removal. If some or all of Tenant's Transmitter and Supporting Equipment is not removed from the Tower and Equipment Building within thirty (30) days following the expiration or earlier termination of this Lease, then such property shall, without compensation to Tenant, remain on the Property and immediately become the property of the Landlord free and clear of all liens and claims by Tenant or any third party.

20. NOTICES. All notices, consents, approvals, rent payments and other communications under this Lease shall be in writing and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one (1) business day after delivery to any nationally recognized overnight courier service for next business day delivery, fee prepaid; (c) one (1) business day after facsimile transmission, with transmission verified and a hard copy of the transmission promptly sent by U.S. Mail; or (d) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

To Landlord: ROME CREEK TIMBER, LLC  
P.O. Box 748151  
Los Angeles, California 90074-8151  
Tax ID# 27-3941328

To Tenant: Siskiyou County Public Works  
P.O. Box 1127  
Yreka, CA 96097

Either party may change its address or fax number for purposes of this paragraph by giving notice of such change in the manner provided in this paragraph.

21. HAZARDOUS MATERIALS. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, damages, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from Hazardous Materials generated, stored, disposed of, released or transported to, from, on or under the Tower, Equipment Building, Easement or

Property by Tenant and/or its agents, employees, independent contractors or assignees. For purposes of this Lease, "Hazardous Materials" means any material, substance or waste designated as hazardous, toxic, radioactive, injurious or potentially injurious to human health or the environment, or as a pollutant or contaminant, or words of similar import, under any Hazardous Materials Law (as defined below), including, but not limited to, electromagnetic fields and radio frequency radiation, petroleum and petroleum products, asbestos, mold, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. As used herein, "Hazardous Materials Law" means any federal, state or local law, statute, regulation or ordinance now or hereafter in force, as amended from time to time, pertaining to materials, substances or wastes which are injurious or potentially injurious to human health or the environment or the release, disposal or transportation of which is otherwise regulated by any agency or the federal, state or any local government with jurisdiction over the Property or any such material, substance or waste removed there from, or in any way pertaining to pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), the Clean Water Act (33 U.S.C. Section 1251 *et seq.*), the Safe Drinking Water Act (42 U.S.C. Section 300f *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401 et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601 *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136 *et seq.*), the Atomic Energy Act of 1954 (42 U.S.C. Sections 2014 *et seq.*), the Nuclear Waste Policy Act of 1982 (42 U.S.C. Sections 10101 *et seq.*), the Emergency Planning and Community Right to Know Act (SARA Title III) (42 U.S.C. Sections §11001 *et seq.*), the Hazardous Substance Account Act (California Health and Safety Code Section 25300, *et seq.*), the Hazardous Waste Control Law (California Health and Safety Code Section 25100, *et seq.*), the Medical Waste Management Act (California Health and Safety Code Section 25015, *et seq.*), and the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, *et seq.*).

22. **SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages and/or trust deeds that presently exist and/or may hereafter be placed upon the Property, and to any and all advances to be made there under, and to the interest thereon, and all renewals, replacements and extensions thereof. In the event any mortgagee or trustee elects to have this Lease prior in seniority to its mortgage or deed of trust, then and in such event upon such mortgagee or trustee notifying Tenant to that effect, this Lease shall be deemed prior to the lien of the said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant covenants and agrees to execute and deliver upon demand without charge therefor, such further instruments evidencing such subordination of this Lease to the lien of any such mortgages or deeds of trust as may be required by Landlord. Tenant hereby appoints Landlord as Tenant's attorney-in-fact, irrevocably, to execute and deliver any such agreements, instruments, releases or other documents. In the event of foreclosure or the exercise of the power of sale under any mortgage or trust deed against the Property, Tenant shall, upon request of any person or entity succeeding to the interest of Landlord as a result of such proceedings, attorney to such successor in interest and recognize such successor in interest as Landlord under this Lease.

23. **AS-IS CONDITION.** Notwithstanding anything herein to the contrary, the rights granted to Tenant hereunder are subject and subordinate to all liens, encumbrances, covenants, conditions, restrictions, reservations, easements, rights, rights-of-way and other matters affecting title to the Property, Easement, Tower or Equipment Building, whether or not of record or known to Landlord or Tenant, including but not limited to, the rights or potential rights in and to the Tower, Equipment Building, Easement or Property, if any, of \_\_\_\_\_ under that certain \_\_\_\_\_ dated as of \_\_\_\_\_. Notwithstanding anything herein to the contrary, Landlord shall have no liability to Tenant in the event the holder of any superior rights to the Property, Easement, Tower and/or Equipment Building prevents or interferes with Tenant's use or occupancy thereof as provided for in this Lease. Furthermore, Tenant agrees that the Tower, Equipment Building and Easement will be made available to Tenant in an "AS IS" and "WHERE IS" condition only, and that Landlord will not be required to make any improvements or additions to the Tower, Equipment Building or Easement. Tenant acknowledges that it has thoroughly



investigated all governmental laws, rules and regulations applicable to Tenant's use of Tenant's Transmitter and Supporting Equipment on and in the Tower and Equipment Building (including but not limited to any land use permits and approvals that may be applicable to the Property), has inspected the Tower, Equipment Building and Easement, and enters into this Lease in reliance upon such inspections and investigations rather than upon any representations or warranties of Landlord. Landlord expressly disclaims any and all representations and warranties, either express or implied, as to the title to or physical condition of the Tower, Equipment Building, Property or Easement, or Tenant's rights or ability to use Tenant's Transmitter or Supporting Equipment for the purposes intended under applicable zoning or other laws, rules or regulations. Without limiting the generality of the foregoing, Landlord disclaims any express or implied covenant or warranty of quiet title as to any existing rights, title or interest in the Tower, Equipment Building, Property or Easement, or any equipment or facilities currently located thereon. Tenant has the right to terminate the Lease in the event the holder of any superior rights prevents or interferes with Tenant's use or occupancy thereof as provided for in this lease.

24. ESTOPPEL CERTIFICATES. Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (a) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (b) that this Lease has not been cancelled or terminated; (c) the last date of payment of the monthly rent and other charges and the time period covered by such payment; (d) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, stating why); and (e) such other representations or information with respect to Tenant or this Lease as Landlord may reasonably request. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrance of Landlord or of the Property. Such purchaser or encumbrance may rely conclusively upon such statement as true and correct.

25. BROKER'S FEES. Landlord and Tenant represent they have dealt with no broker or finder in connection with this transaction. Landlord and Tenant each agree to indemnify, defend and hold harmless one another against any loss, liability, damage, cost, claim, or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

26. BINDING EFFECT. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, personal representatives, successors and permitted assigns.

27. HEADINGS: GENDER. The headings, captions and numbers in this Lease are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease. Wherever appropriate in this Lease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

28. DAYS. All references in this Lease to the word "days", whether for notices, schedules or other miscellaneous time limits, shall at all times mean calendar days, unless specifically referenced as "business" days. Business days are Monday through Friday, except legal holidays.

29. HOLIDAYS. In the event any date for performance of any obligation or the giving of any notice pursuant to this Lease occurs on a California state or federal holiday or on a Saturday or Sunday, then the next business day shall be deemed the applicable date for performance or notice.

30. COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same agreement. The original execution pages of counterpart copies of this Lease may be attached to any one such copy to form a single, complete document.

31. **LIMITED RELATIONSHIP.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between Tenant and Landlord other than contracting parties.

32. **SEVERABILITY.** If any provision of this Lease is found by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be severed from this Lease and the remainder will remain in full force and effect.

33. **WAIVER.** No waiver by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the waiving party. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

34. **TIME.** Time is of the essence as to each and every term and condition of this Lease.

35. **INDEPENDENT COVENANTS.** This Lease shall be construed as though the covenants between Landlord and Tenant are independent and not dependent. Tenant expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations under this Lease, Tenant shall not be entitled: (a) to make any repairs or perform any acts at Landlord's expense; or (b) to any setoff of the Rent or other amounts owing under this Lease against Landlord. The foregoing, however, shall in no way impair Tenant's right to bring a separate action against Landlord for any violation by Landlord of the provisions of this Lease if notice is first given to Landlord and any lender of whose address Tenant has been notified, and an opportunity is granted to Landlord and that lender to correct those violations.

36. **RECORDING; MEMORANDUM OF LEASE.** Except as provided in this paragraph, neither this Lease nor any memorandum, affidavit, or other writing relating to this Lease may be recorded by Tenant or anyone acting through, under or on behalf of Tenant. Recordation in violation of this provision constitutes an act of default by Tenant. On request by Landlord or any lender or ground lessor, Tenant shall execute a short form of Lease for recordation, containing (among other customary provisions) the names of the parties and a description of the Property and the Lease Term. Tenant shall execute, acknowledge before a notary public, and deliver that form to Landlord within ten (10) days after the request.

37. **LIABILITY OF LANDLORD.** Except as otherwise provided in this Lease, for any breach of this Lease, the liability of Landlord (including all persons and entities that comprise Landlord) and any recourse by Tenant against Landlord shall be limited to the interest of Landlord in and to the Tower, Equipment Building and Easement. On behalf of itself and all persons claiming by, through, or under Tenant, Tenant expressly waives and releases Landlord from any personal liability for breach of this Lease. Furthermore, in no event shall Landlord be liable to Tenant for consequential damages. Tenant hereby waives any and all rights Tenant or any permitted successor or assign of Tenant may have to obtain consequential damages from Landlord. Tenant acknowledges that this limitation of liability and waiver of consequential damages is a material term of this Lease, and that Landlord would not enter into this Lease in the absence of such waiver.

38. **TRANSFER OF LANDLORD'S INTEREST.** Landlord has the right to transfer all or part of its interest in the Tower, Equipment Building, Property and/or Easement and in this Lease. On such a transfer, Landlord shall automatically be released from all liability accruing under this Lease, and Tenant shall look solely to that transferee for the performance of Landlord's obligations under this Lease after the date of transfer. Landlord may assign its interest in this Lease to a mortgage lender as additional



security. This assignment shall not release Landlord from its obligations under this Lease, and Tenant shall continue to look to Landlord for the performance of its obligations under this Lease.

39. **SUBMISSION OF LEASE.** Submission of this document for examination or signature by the parties does not constitute an option or offer to lease the Tower and Equipment Building on the terms in this document or a reservation of the Tower or Equipment Building in favor of Tenant. This document is not effective as a lease or otherwise until executed and delivered by both Landlord and Tenant.

40. **LANDLORD'S RIGHTS; NO EXCLUSIVITY.** Landlord reserves any and all rights to the Property, Tower, Equipment Building and Easement except as expressly provided herein. Tenant acknowledges and agrees that (a) it does not have the exclusive right to use or occupy the Tower, Equipment Building and/or Easement, (b) it has no exclusive rights to operate a telecommunications facility on or in the Tower, Equipment Building and/or Property and (c) Landlord shall at all times have the right to use the Tower, Equipment Building and Easement itself, and to enter into leases, easements, licenses, permits, and agreements with other telecommunications operators relating to the Tower, Equipment Building, Easement and/or Property (subject, however, to Landlord's obligation to use good faith efforts to prevent interference with Tenant's broadcasting activities by additional or modified equipment placed on the Tower as provided in paragraph 18.2., above).

41. **ENTIRE AGREEMENT.** This Lease, including the exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and contains all the agreements, promises and understandings between the Landlord and Tenant, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, shall be binding upon Landlord or Tenant. This Lease cannot be changed, modified or amended, in whole or in part, except by a written amendment executed by Landlord and Tenant.

42. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of California, and venue shall be the county in which the Property is located.

43. **ATTORNEY'S FEES.** If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

44. **NO PARTY DEEMED DRAFTER.** In the event of a dispute between any of the parties hereto over the meaning of this Lease, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter does not apply.

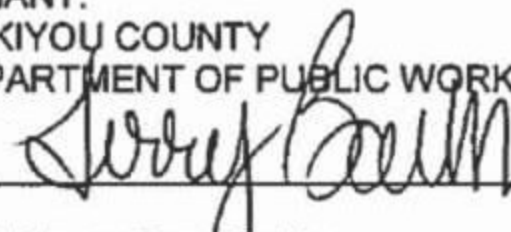
45. **INCORPORATION BY REFERENCE.** All exhibits to this Lease are incorporated herein by this reference.

46. **AUTHORITY.** Each person executing this Lease on behalf of any party hereto warrants that he/she has the right and authority to execute this Lease, and that all the procedures and approvals that are necessary and required to enable him/her to properly execute this Lease and to bind the person or entity whom he/she represents in accordance with the terms hereof have been followed and/or secured. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to confirm and demonstrate such authority.

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

TENANT:  
SISKIYOU COUNTY  
DEPARTMENT OF PUBLIC WORKS

LANDLORD:  
ROME CREEK TIMBER LLC.

By: 

By: 

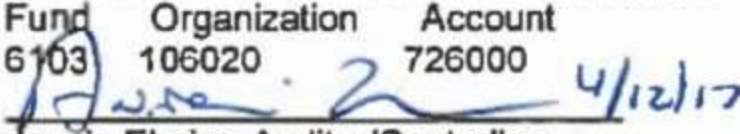
Print Name: Terry Barber  
Title: County Administrator

Print Name: Arne Hultgren  
Title: Resource Manager - CA

APPROVED AS TO LEGAL FROM:

  
James Underwood, Interim County Counsel

APPROVED AS TO ACCOUNTING FORM

Fund Organization Account  
6103 106020 726000  
 4/12/17  
Jennie Ebejer, Auditor/Controller

APPROVED AS TO INSURANCE REQUIREMENTS

  
Ann Merkle, Risk Management

16/17	2400 <sup>00</sup>	
17/18	2472 <sup>00</sup>	
18/19	2546 <sup>16</sup>	3% increase
19/20	2622 <sup>54</sup>	
20/21	2701 <sup>22</sup>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Portland Oregon Office 851 SW 6th Avenue Suite 385 Portland OR 97204-1309 USA	<b>CONTACT NAME:</b> PHONE (A/C. No., Ext): (503) 224-9700      FAX (A/C. No.): (503) 295-0923	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> RLC Industries Co. P.O. Box 1088 Roseburg OR 97470-0252 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	NAIC # 19445
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570064358599**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Loggers Property Damage Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5196539	11/01/2016	11/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2936051 AOS CA 2936050 MA	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570064358599

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named Insured is extended to include: RLC Industries Co, Roseburg Forest Products Co., Scott Timber Co., Roseburg Resources Co., Roseburg Forest Products South Limited Partnership,

<b>CERTIFICATE HOLDER</b>  RLC Industries Co. PO Box 1088 Roseburg OR 97470 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West Inc</i>
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