

LEASE AGREEMENT

THIS LEASE, made and entered into this 1st day of June, 1976, by and between the State of California, by and through its duly appointed Director of General Services, with the approval of the Department of Conservation, Division of Forestry, hereinafter called STATE, and the Las Posadas 4-H Club Camp, Incorporated, a nonprofit corporation, duly organized and existing under and by virtue of the laws of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

1. The State hereby leases unto Tenant and the Tenant hereby hires from the State, for the purpose of conducting thereon educational activities, for study and research work in forestry, botany, and kindred subjects and experiments in tree propagation, all of those certain premises located in Las Posadas State Forest, County of Napa, State of California, more particularly described as follows:

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the N $\frac{1}{2}$ of the easterly 5 chains of Lot 2, the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all of Section 10, Township 8 North, Range 5 West, M.D.B. & M., containing 40.27 acres of land, more or less; shown on Exhibit "A" attached.

as well as the license and right to use:

(a) a strip of land ten (10) feet in width, lying five (5) feet on each side of a centerline beginning at a point on the most westerly boundary and lying 7 $\frac{3}{4}$ chains north of the southwest corner of the hereinabove described tract and proceeding thence N 50° W 1.12 ch.; thence West 2.00 ch.; thence S 85° W 2.00 ch.; thence N 69° W 2.00 ch.; thence N 60° W 2.00 ch.; thence N 68° W 3.56 ch.; thence N 84° W 1.35 ch.; thence S 45° W 0.50 ch. to a spring, said right to be used only for the purpose of constructing and maintaining a water supply system;

(b) An additional pipeline right of way as follows: Beginning at a point

on the last mentioned course of the right of way centerline described in Paragraph (a) above, said point of beginning lying S 45° W a distance of 0.10 chains from the northeasterly end of said last course, proceed thence N 24° W 1.39 ch.; N 37 1/4° W 0.80 ch.; N 45 1/2° W 4.05 ch.; N 50 3/4° W 1.16 ch.; N 73° W 0.78 ch.; N 88 3/4° W 0.96 ch.; N 56 1/2° W 1.99 ch.; N 28 1/2° W 1.94 ch.; N 51 3/4° W 0.67 ch.; N 01 1/4° W 1.16 ch.; N 38 1/4° W 1.84 ch.; N 24 1/2° W 1.07 ch.; thence N 01° E 0.61 ch. to the locus of a spring;

(c) The water from the hereinabove described springs;

(d) On a non-exclusive basis, the existing main access road traversing the Las Posadas State Forest, beginning at a point on or near Moore Creek where said access road lies with the above described leasehold premises and extending thence in a northwesterly direction following the sinuosities of the existing access road a distance of 1 1/2 miles, more or less, to the county road leading to Angwin, for the purposes of ingress to and egress from the hereinabove described leasehold premises; and

(e) On a nonexclusive basis and solely for educational purposes in connection with 4-H Club activities, all of the State-owned land, other than the hereinabove described leasehold and licensed premises, commonly known as Las Posadas State Forest.

EXCEPTING AND RESERVING unto the State, the right to harvest, remove and manage all timber and other natural resources upon said land or that may be produced thereon, together with the right, at any time to enter upon said land for any and all purposes; provided, however, that State shall not unreasonably disturb the surface of that certain portion of said leased premises comprising said 40.27 acres, more or less; to permit the State to provide for public safety and to meet State timber management, recreational, and administrative objectives by maintaining a healthy, vigorous and rapid growing forest that is aesthetically appealing, so long as such operation by the State or its licensees do not unreasonably interfere with the Tenant's use of said area granted by this Lease.

2. To have and to hold said leased premises, together with the appurtenances, rights, privileges, and rights of way thereunto appertaining unto

the Tenant, for the term of five (5) years commencing on the 1st day of June, 1976, and ending on the 31st day of May, 1981. Either party to this Lease may cancel the same at any time upon giving one year's notice in writing to the other party. This Lease may be amended at any time by mutual consent and may be extended at the request of the Tenant on terms and conditions then approved by the State.

No provision is made for "holding over" after the expiration of the said term or any extension thereof.

3. For the privileges granted herein, the Tenant shall pay to the State, concurrent with the processing of this Lease, \$300 to cover the State's estimated costs associated with the preparation, processing and administration of the Lease and use and occupancy intended hereunder.

4. Notwithstanding any other conditions in this Lease, if at any time during its term or any extension thereof, the primary use of the leased premises is used for other purposes than recited in Paragraph 1, hereinabove, the State may notify the Tenant of said breach of Paragraph 1 and, unless the Tenant shall correct said breach within six (6) months of the giving of said notice, the State may terminate this Lease. The effective date of such termination shall be six months from the date of giving of said breach notice.

5. The Tenant shall not assign this Lease or sublet the demised premises or any building or structure thereon without the written consent of the State.

6. All notices herein provided to be given or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows: To Tenant % Las Posadas 4-H Club Camp, Inc., Napa,

California, _____; and to State by giving such notice to the State Forester, Resources Building, 1416 9th Street, Sacramento, California 95814. The address to which the notices shall be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

7. This Lease is made subject to the conditions contained in that certain deed, dated October 19, 1929, from Anita D. S. Black and Anson S. Blake, her husband, to the State of California, covering the demised and other premises, recorded in Liber 49 at page 308 of the Official Records of Napa County, California.

ENCLOSURE # EB-23

8. During the Lease term, the Tenant shall keep the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, including the maintenance of plumbing, heating, electrical equipment, and fixtures to the end that all such facilities are kept in an operative condition in compliance with all applicable ordinances, codes, regulations, and requirements.

9. The Tenant does hereby covenant and agree to use its best efforts to prevent the destruction, injury, defacement, removal, or disturbance in any way of any sign, equipment, marker, tree, flower, redwood burl, rock, mineral, animal, bird, or other wildlife, ruins, relics, or any other property in or on Las Posadas State Forest of which the demised premises is a part, and to prevent the cutting or destruction of any and all vegetation; provided, however, that the Tenant shall be entitled to use a reasonable amount of wood for domestic purposes as may be obtained, as designated by the local State Forest Officer, from

windfall trees, fallen limbs, dead snags or other trees.

10. A fire prevention and control plan adequate in the judgment of the State Forester or his agent to the risks and hazards of the said premises shall be prepared by the Tenant and placed in effect and maintained by Tenant. The Tenant shall maintain all fire extinguishers in an operative condition and keep adequate fire hose of good serviceable condition in boxes at existing and required fire hydrants. The Tenant shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed or by burning in open fires during the period from April 1 to December 1 without a written permit from the State Forest Officer in charge of the area. Wood and brush or grassland areas away from the main camps may be restricted from use when at the discretion of the State Forest Officer, dangerous forest fire weather or conditions prevail.

11. The Tenant shall have the right to erect or construct all facilities necessary to successfully operate the aforesaid group camping and recreational, education and conservation program; provided, however, no building or other improvement shall be altered, erected, or constructed by the Tenant on the said demised premises without the written approval and consent therefor of the State Forester. Detailed lay-out plans or plans on proposed improvements, including landscaping, shall be submitted to the State Forester for his approval before construction or improvement work starts.

12. The Tenant shall restore the premises to the same condition as that existing at the time of execution of this Lease or any prior Lease, reasonable wear and tear and damages by the elements, fire, and by circumstances over which the Tenant has no control excepted, provided that the State shall give a written demand to that end to the Tenant at least ninety (90) days before

termination or cancellation of this Lease.

13. The Tenant shall at all times comply with all State existing rules, regulations, or covenants, and with any requirements which may be promulgated by the State during the term of this Lease or any extension thereof.

14. The State expressly reserves the right to grant easements or crossings in, or upon and under, the demised premises and nothing herein contained shall be construed as limiting the power of the State to lease, convey, or otherwise transfer or encumber, during the life of this Lease, the hereinbefore described State lands for any purposes whatsoever not inconsistent or incompatible with the rights or privileges granted to the Tenant by this Lease.

15. The Tenant does hereby agree to indemnify and save the State, its officers, agents, and employees, harmless from any loss, damage, or liability which shall be caused by or may arise from the exercise by the Tenant of any of the rights herein granted, and from all claims, demands, and causes of action that may be brought against the State, its successors, or assigns, caused by, arising out of, or in any way connected with the exercise by the Tenant of any of the rights herein granted.

16. The Tenant shall furnish a certificate of insurance to the State prior to occupancy of the premises, and shall maintain in force during the term of this Lease and during all renewals or extensions thereof, public liability and property damage insurance and products liability insurance in the sum of One Hundred Thousand Dollars (\$100,000) for injury or death to any one person, and the sum of Three Hundred Thousand Dollars (\$300,000) for injury to or death of more than one person, and in the sum of One Hundred Thousand Dollars (\$100,000) for damages to property and products damage or a combined single limit of (\$300,000). This policy or policies shall contain the following endorsement:

1. "The State of California, Department of General Services, Department of Conservation, Division of Forestry, State Board of Forestry, and all the State's other departments, boards, divisions, and commissions, and its officers, employees, agents, invitees, and visitors within the demised premises and all access thereto, are declared to be additional insureds under the terms of this policy."
2. "This insurance policy will not be cancelled without fifteen (15) days prior written notice to said California Division of Forestry."
3. "The State of California is not liable for the payment of premiums or assessments on this policy."

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Tenant to furnish insurance during the term of this Lease. Said policy or policies shall be underwritten to the satisfaction of the State, Department of General Services. A completed and signed duplicate policy shall be submitted to the State concurrently with the execution of this Lease. At least thirty (30) days prior to the expiration of any such policy, a signed duplicate policy showing that such insurance coverage has been renewed or extended shall be filed with the State.

17. The Tenant shall pay all lawful taxes, assessments, or charges which at any time may be levied by any public entity upon any interest in this Lease or any possessory right which the Tenant may have in or to the demised premises or the improvements thereon by reason of his use or occupancy thereof or otherwise as well as all taxes, assessments and charges for goods, merchandise, fixtures, appliances, equipment and property owned or controlled by him in or about said premises.

18. The provisions contained in "Exhibit B", attached hereto and entitled "Fair Employment Practices Addendum", are hereby incorporated by reference and made a part hereof as completely and fully as if set out at length herein.

19. Time is of the essence of each and all the terms and provisions of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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



APPROVED:

DEPARTMENT OF CONSERVATION

SM

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

By *R. I. Kemp*
Departmental Accounting Officer

By *J. W. [unclear]*

DIVISION OF FORESTRY

LAS POSADAS 4-H CLUB CAMP, INCORPORATED

By *George [unclear]*
Deputy State Forester

By *Jane P. Eide*
Title President

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* See Labor Code Sections 1411 - 1432.5 for further details.

Note: Contractor shall mean Tenant.

LEASE DATE June 1, 1976

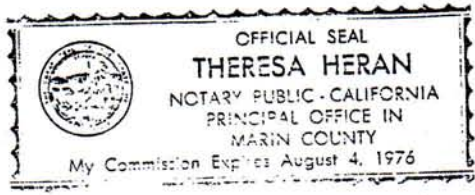
TRANSACTION NO. _____

CORPORATE ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA }
COUNTY OF Marin } SS.

ON July 28, 1976 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY APPEARED Jane R. Eide
KNOWN TO ME TO BE THE President of Las Pasadas 4H Club Camp Inc.

_____ OF THE
CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, KNOWN TO ME TO BE THE
PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION
THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD
OF DIRECTORS.



WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Theresa Heran

Theresa Heran, Notary Public
(NAME - TYPED OR PRINTED)

(THIS AREA FOR OFFICIAL NOTARIAL STAMP)