

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

AMENDMENT NO.4 TO ORDINANCE NO. 9

THE WOODLEY ISLAND MARINA RULES
AND REGULATIONS ORDINANCE

AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND ENFORCEMENT
PROCEDURES FOR THE WOODLEY ISLAND MARINA

THE BOARD OF HARBOR COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT DOES HEREBY AMEND AS FOLLOWS:

ARTICLE 11 ENTITLED "STORAGE ON WOODLEY ISLAND" IS HEREBY ADDED TO
ORDINANCE NO.9 AS FOLLOWS:

ARTICLE 11 STORAGE ON WOODLEY ISLAND

SECTION 1.0 THIS ARTICLE SHALL REGULATE THE STORAGE OF MARINE
SUPPLIES AND EQUIPMENT ON WOODLEY ISLAND.

SECTION 1.1 Storage of Marine Supplies and Equipment Prohibited
Except As Provided for Herein.

SECTION 1.2 Definitions

(a) "Lessee" means the legal owner, operator, or individual in
possession of a properly executed Berthing Permit and Rental
Agreement or Temporary Assignment using a berth or slip by
authority of District.

(b) "Storage Permit and Rental Agreement" shall give the
Lessee the right to use the storage area described in the Storage
Permit and Rental Agreement for a period of not less than thirty
(30) days on a periodic month to month tenancy.

(c) "Temporary Assignment for Storage" shall give the Lessee
the right to interim use of the storage area described in the
Temporary Assignment of Storage agreement by any Lessee requesting
use of the facilities for a period of one (1) day to a maximum of
fourteen (14) days.

(d) "Storage Area" shall mean the paved area of Woodley Island
at the most extreme northwestern point, surrounded by a chain link
fence.

(e) "Work Yard" shall mean the paved area of Woodley Island
along the north side of the work dock and west of the Maintenance
building, surrounded by a chain link fence.

Section 2.0 DUTIES OF THE HARBOR MASTER

Section 2.1 It shall be the duty of the Harbor Master to:

(a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and uplands in the Woodley Island Marina.

(b) Assign Storage Permit and Rental Agreements and Temporary Assignment of Storage to Lessees within the Woodley Island Marina.

(c) Execute on behalf of the District Storage Permit and Rental Agreements and Temporary Assignment for Storage for the assignment of storage within the Woodley Island Marina.

(d) Order any Lessee improperly using storage or in violation of any provision in this ordinance, to change its position to one as shall be designated by the Harbor Master or to remove the same from the Woodley Island Marina, and in the event the Harbor Master's orders are not complied with, to cause such storage items to be moved and/or removed, and to collect the cost thereof from the Lessee.

Section 3.0 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his/her property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to any items stored within the Woodley Island Marina.

Section 3.2 Hold Harmless

Lessee covenants and agrees to indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all damages to property or injuries or death of any person or persons arising from Lessee's use of the District's facilities, or from intentional, careless, or negligent acts of conduct (or failure to act) of Lessee or his agents, employees, guests or representatives, and to further defend, indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all claims, actions, proceeding, expenses and liabilities whatsoever arising therefrom or connected therewith.

Section 3.3 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any supplies and equipment thereof, or any loss or damage thereto howsoever occasioned, storage shall be at the sole

risk of Lessee.

Section 3.4 Damage to District Property

Lessee agrees to pay, on demand of District, for all damage done to District's property or facilities by Lessee or the items stored, or by Lessee's agents, employees or representatives.

Section 3.5 Risk of Lessee

This Storage Permit and Rental Agreement is for rental of space only, such space to be used at the sole risk of Lessee and neither the District nor the Board of Commissioners, its Harbor Master, employees or representatives, shall be responsible or liable to any extent or in any manner for the care or protection of the items, gear, equipment, or contents, or for any loss or damage of whatever kind or nature to said items, gear, equipment, or contents howsoever caused or occasioned. Lessee hereby releases the District from all claims and causes of action therefore that exist or may arise in the future.

Section 3.6 District Non-Responsibility

The District shall not be liable in any manner or for any cause whatsoever for Lessee's space or its contents, gear and equipment thereof, or any loss or damage thereto howsoever occasioned any use of District facilities, including storage and shall be at the sole risk of Lessee. Lessee acknowledges and agrees that the District has made and makes no warranties or representations, either expressed or implied, with respect to the present or future suitability or condition of District storage areas, facilities, walks, ramps, equipment, building, premises or other property under the control of the District. Lessee understands that District premises and facilities are located on lands owned by the District and Lessee agrees to indemnify and hold harmless the District, the Economic Development Administration, the California Department of Boating and Waterways and their respective officers, agents and employees from against all claims, demands, liability, damage and loss including attorney's fees actually incurred for injuries or death to persons, or property (including the District) by reason of any matter, act, failure to act or omission arising out of or relating to the operation, use or possession of Lessee's items, this space, or District premises or facilities, or parcel leased by Lessee, Lessee's family, agents, employees, business visitors or invitees occurring at any time during the existence of this Agreement.

Section 3.7 Indemnification

District does not hereby assume custody or possession of the items nor any responsibility whatsoever for the care or protection of same. Rather, Lessee hereby assumes all risks associated with

the use and occupancy of the space and agrees that District, its Directors, officers, agents and employees shall not be liable for any injury, including death, to any person caused by any use or occupancy of the space or arising from any accident or fire or other casualty therein or thereabout or from any other cause whatsoever, nor shall District, its Directors, officers, agents or employees be liable for any loss of or damage to any gear, equipment, fittings, fixtures, contents and other articles belonging to Lessee or located in or about the space or the marina. Lessee hereby agrees to indemnify and hold District, its Directors, officers, agents and employees harmless from all liability for any such injury, loss, damage or claim, including, without limitation, reasonable attorney's fees and court costs.

Section 3.8 Permits Issued to Individuals Only

Storage Permit and Rental Agreement and Temporary Assignment for Storage shall be issued only with respect to a named individual or government entity and shall be valid only in respect to that individual or government entity.

Section 3.9 Assignment and Subletting

Lessee shall have no right or power whatsoever to assign this Storage Permit and Rental Agreement or sublet the space or any part thereof to any person or party whatsoever or for use by any other person or party whatsoever. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Storage Permit and Rental Agreement.

Section 3.10 Notice to District

As a condition to the issuance of a Storage Permit and Rental Agreement and Temporary Assignment for Storage, the Lessee thereof shall at all times keep the Harbor Master informed of his/her current mailing address, telephone numbers, along with any additional emergency telephone numbers. The Lessee thereof shall also notify the Harbor Master immediately upon any change of ownership of items to which his/her Storage Permit and Rental Agreement or Temporary Assignment for Storage applies, and further agrees to ensure that items transferred or sold shall be removed from the facility, and shall further notify the Harbor Master immediately upon vacating the storage space assigned to the individual. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Storage Permit and Rental Agreement and Temporary Assignment for Storage by District forthwith.

Section 3.11 Storage Assignment

(a) The location of the storage space shall be designated by the District and shall be at the convenience of the Marina.

(b) No person shall store items at or in the Woodley Island Marina without having first secured a Storage Permit and Rental Agreement or Temporary Assignment for Storage from the Harbor Master in the form and manner provided therefor. Storage assignments shall be made from a chronological waiting list. A vacant storage assignment will be offered first to that person highest on the list for that size storage assignment and then, if refused, in sequence to those next on the list. Acceptance of a storage assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.12 Storage Purposes Only

(a) A Storage Permit and Rental Agreement shall authorize the Lessee thereof to use the designated storage area at the Woodley Island Marina for storage purposes only and also authorizes the Lessee use of the work yard area for a maximum of three (3) days per calendar month at no additional cost for the purpose of storing, repairing or servicing of equipment. Any additional days spent in the work yard shall require a Temporary Assignment for Storage. District grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinances and regulations of the District or under written authority by District.

(b) A Temporary Assignment for Storage shall authorize the Lessee thereof to use the designated work yard at the Woodley Island Marina for a period of one (1) day to a maximum of fourteen (14) days for temporary storage, repairs or servicing of equipment.

Section 3.13 Abandoned Property

All items will be considered abandoned when left on Woodley Island without a properly executed Storage Permit and Rental Agreement or Temporary Assignment for Storage or when left after termination of Storage Permit and Rental Agreement or Temporary Assignment for Storage for more than twenty four (24) hours. In the event items are deemed abandoned, District shall post a thirty (30) day notice of intent to remove, sale, scrap or destroy such items at the expiration of the thirty (30) days. If items are claimed within the thirty (30) days, owner shall pay the District for all temporary storage, relocation, and resecuring of the items plus all costs associated with the temporary storage of said items. If items are claimed but fees are not paid, items will still be considered abandoned. If items are not claimed within the thirty (30) days they shall become property of the District and District shall have the right to remove, sale, scrap or destroy such items.

Section 3.14 Permits Non-Assignable

Storage Permit and Rental Agreements or Temporary Assignment for Storage shall be non-assignable and are not transferrable. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process of proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any storage assignment shall be valid or effective and shall automatically terminate any Storage Permit and Rental Agreement or Temporary Assignment for Storage. Sale or transfer of any supplies and equipment covered by a Storage Permit and Rental Agreement or Temporary Assignment for Storage transfers no rights or privileges inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage, nor guarantees the issuance of a new Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.15 Sale of Items

Any sale or transfer of legal title in and to the items shall serve as an automatic termination of this Storage Permit and Rental Agreement and all rights of Lessee.

Section 3.16 Reassignment of Storage Space

Storage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Storage Permit and Rental Agreement and Temporary Assignment for Storage may apply for reassignment. However, reassignment is not a right or privilege inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.17 Temporary Reassignment of Storage Space

Items to which a Storage Permit and Rental Agreement or Temporary Assignment for Storage apply may be temporarily assigned or reassigned to other areas or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 3.18 Storage Space May Not Be Sublet

Storage space designated by a Storage Permit and Rental Agreement or Temporary Assignment for Storage may not be sublet by Lessee.

Section 3.19 Notice of Cancellation to the District

A Storage Permit and Rental Agreement may be cancelled by the

holder thereof upon thirty (30) days written notice to the Harbor Master. All items stored under the provisions of the Storage Permit and Rental Agreement shall be removed from the facility within the thirty (30) days.

Section 3.20 Failure to Comply, Revocation and Termination

If the Board of Commissioners or its Harbor Master determines that Lessee has failed to comply with the terms and provisions of the Storage Permit and Rental Agreement or Temporary Assignment for Storage or with the ordinances, rules and regulations promulgated from time to time by the District, for the safety of District's Marina, the Storage Permit and Rental Agreement or Temporary Assignment for Storage may be terminated forthwith by the District and upon being so notified in writing by the District, Lessee shall immediately remove all items from the assigned space and out of and away from District's facilities.

Section 3.21 Refusal of Storage

District shall have the right at all times to refuse storage or to refuse to issue a Storage Permit and Rental Agreement and Temporary Assignment for Storage to any individual.

Section 3.22 Notice by Mail

Upon notice by certified mail, return receipt requested, or by personal service delivered to the Lessee of a Storage Permit and Rental Agreement and Temporary Assignment for Storage that the Storage Permit and Rental Agreement and Temporary Assignment for Storage has been revoked by the District pursuant to this ordinance, and after the expiration of three (3) days from the date when said notice was personally delivered or three (3) days from the date that the certified mail was deposited with the United States Post Office, the Harbor Master may remove any item or other personal property left by the holder thereof upon the District's properties and dispose of the same in such manner as the District may deem proper.

Section 3.23 Termination of Rights

(a) Upon expiration of the Storage Permit and Rental Agreement or Temporary Assignment for Storage all rights thereunder shall automatically cease and terminate. No Storage Permit and Rental Agreement or Temporary Assignment for Storage shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Storage Permit and Rental Agreement or Temporary Assignment for Storage. No Storage Permit and Rental Agreement shall be renewed until all fees and charges due and payable to the District have been paid in full.

(b) If the Lessee holds possession of the premises after

notice of termination by the District, Lessee's rental obligation to the District shall be at the monthly rental rate for Lessee's original agreement, or newest agreement, whichever is greater until Lessee actually vacates said space and otherwise upon all the Agreements herein contained.

Section 4.0 STORAGE RATES AND USE

Section 4.1 Storage Rates

Storage rates are to be set by the Board of Commissioners at a duly held meeting.

Section 4.2 Security Deposit

District shall charge, in addition to the above, for a Storage Permit and Rental Agreement, a security deposit which shall be a sum equal to one month's rental charge and shall be refundable upon termination or applied towards the final month's rent.

Section 4.3 Change of Storage Rates

District shall have the right to change or increase the storage rates for a Storage Permit and Rental Agreement and Temporary Assignment for Storage by giving Lessee thirty (30) days oral or written notice.

Section 4.4 Non-Exclusive and Exclusive Possession

District may issue a Storage Permit and Rental Agreement for non-exclusive use of such space in a sum per square foot, based upon the area used. Lessee's use is based upon a monthly rental for non-exclusive use, possession of the space is for non-exclusive possession or use of such space. Non-exclusive possession or use of the space means a right to the use of specific space when such specific space is also used intermittently by others, even though such possession or right to use such space is paramount to any use by others. District reserves the right to assign to others the right to use such facility when Lessee's use is based upon non-exclusive use. In the event Lessee's use is based upon non-exclusive use as provided for in the Storage Permit and Rental Agreement and Temporary Assignment for Storage, and Lessee's space will be vacant for a stated period of time of five (5) days or more, District may, at its sole option, allow use of sublet of the space by another Lessee for such stated period and District may, in its sole and absolute discretion, collect storage fees from another Lessee and Lessee shall receive no credit or reimbursement from District. Prior to Lessee's departure from the space for a stated period of five (5) days or more, Lessee shall notify District of the Lessee's intended schedule and the District shall have the right to rent the space to other Lessees, including but not limited to temporary individuals during Lessee's absence. District shall

be under no obligation to have the space clear for Lessee prior to the intended estimated time of arrival unless Lessee notifies the District at least twenty four (24) hours in advance of his/her arrival.

Section 4.5 Notice of Possessory Interest Tax

Lessee is hereby notified by District that this Storage Permit and Rental Agreement or property interest created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that Lessee and/or party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Section 5.0 PAYMENT OF STORAGE RATES

Section 5.1 Payment of Storage Rates by Month to Month Tenants, Late Charges and Interest.

(a) All storage fees and other charges are payable in full at the time of issuance by District of the Storage Permit and Rental Agreement and the Temporary Assignment for Storage. All storage fees and charges for use of a storage area in excess of thirty (30) days shall be payable at the time of issuance of the Storage Permit and Rental Agreement by District.

(b) Failure of a month-to-month tenant to pay storage fees and other charges or failure to pay charges within ten (10) days of the date of mailing shall be in violation of this ordinance. If a month-to-month tenant fails to pay all storage fees and charges due within ten (10) days from the date of billing, tenant shall pay District a late penalty charge each month as follows: if the tenant's account balance is \$.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's account balance is \$50.01 to \$100.00, the late penalty charges is \$10.00 per month; and if the tenant's account balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the storage fees and all other charges are not paid within ten (10) days of the date of billing. Past due accounts (accounts not paid within ten (10) days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.2 Default

In the event of any default by Lessee in the payment of rent or Lessee's other obligations as set forth in Ordinance No.9, the Woodley Island Marina Rules and Regulations, the District may forthwith terminate the Storage Permit and Rental Agreement or Temporary Assignment for Storage and Lessee's rights hereunder without further notice, in which event Lessee shall promptly

surrender the premises, remove all items from District property and pay to the District all sums to which the District may be entitled, including damages, damage to District property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 5.3 Re-Entry

As an additional remedy to the District for any such default by Lessee, the District may, without terminating the Storage Permit and Rental Agreement or Temporary Assignment for Storage, re-enter the space and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is given by the District to Lessee and the District may remove all items and property therefrom, transfer such items and property to a public warehouse or elsewhere at the expense of Lessee and relet the premises for the account of Lessee. Lessee shall be responsible and liable to the District for all cost of re-entry, repossession, handling, storage charges, attorney's fees, marshal or sheriff's fees, advertising and any other cost or expense to the District incurred by the District by reason of any default hereunder by Lessee or by reason of the District exercising any of its rights hereunder.

Section 5.4 Lien

Lessee acknowledges that the District has a lien upon all items stored and any property of Lessee located on the premises or under the control of the District to secure payment and performance of all obligations of Lessee hereunder which lien may be enforced by the District by using the procedure for enforcement of liens.

Section 5.5 Legal Fees

In the event it is necessary to institute legal proceedings to enforce any of the terms herein, or in the event of the breach of this Agreement by Lessee, Lessee shall pay to District its reasonable attorney's fees as fixed by the court.

Section 6.0 RULES AND REGULATIONS

Section 6.1 Rules and Regulations

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invites with all laws, ordinances, rules and regulations including those of the federal and state government, the County of Humboldt, the City of Eureka, the District and Ordinance No.9, the Woodley Island Marina Rules and Regulations. Furthermore, Lessee shall at all times keep and maintain Lessee's space in a safe, orderly and clean condition while Lessee is renting said space. Lessee irrevocably authorizes and appoints the District to remove

Lessee's items and/or to remove any contents, gear or equipment from said space to any other space or storage in Humboldt Bay, or to place the same in storage at Lessee's expense if, in the discretion of the District, it may be necessary for the safety or security of the items or District property, or to repair District's facilities or for any other reason and the District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 6.2 Lessee's Care of Space

Lessee shall be responsible for keeping assigned storage area and any area used by Lessee in a clean and orderly condition. Clean up, removal and disposal of all garbage into trash receptacles furnished by the District shall be done on a daily basis and is the Lessee's responsibility. It shall also be Lessee's responsibility to gain compliance from Lessee's crew members, guests and invitees to keep storage area free of debris. Failure to keep assigned storage area and area used by Lessee shall be grounds for termination of the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 6.3 Modification of Space

No modification or alteration to District property shall take place without the express written consent of the District. Lessee agrees to make a written report to District of any conditions existing on or about the Marina which Lessee believes to be a hazardous condition or which might develop into a hazardous condition.

Section 6.4 Refuse

(a) No persons shall store, throw, discharge, or deposit in any other manner any refuse matter, bilge water, garbage, human waste, fish, shellfish, fish parts, dead animals, or other putrefying matter of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.

(b) No person shall store, dump or discharge oil, spirits, inflammables, explosives or hazardous materials of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.

(c) Pets shall not be allowed in the storage area or any area of the Woodley Island Marina or be allowed to commit any nuisance within the Woodley Island Marina and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet.

Section 6.5 Repair and Service of Equipment

Major repairs or servicing of equipment in the storage area is prohibited. Every person intending to engage in any repairs or servicing of equipment or any welding or burning shall notify the District of the nature and extent of the proposed work and shall move the items to the work yard area to perform such work. This notification shall be given to the District prior to the start of work and whenever practical at least one day before the work is to be performed.

Section 6.6 For Sale

No person shall display on any item a "For Sale" sign in excess of 150 square inches on the face.

Section 6.7 Securing and Security

(a) Storage area and work yard may remain locked at all times and District shall not be liable or responsible for security of items stored at the Woodley Island Marina while storage area and work yard are locked or unlocked.

(b) All items shall be placed and secured so that no part shall block any portion of any walkway, alleyway or extend beyond the boundary of space allowed by the Storage Permit and Rental Agreement and Temporary Assignment for Storage unless approved by District.

(c) At all times during which items are in storage, Lessee shall cause it to be clearly marked with the Lessee's name or vessel name and safely and properly secured in a manner acceptable to District. If District deems it necessary to mark or resecure any or all items for any reason, Lessee agrees to pay a reasonable service charge for doing so, plus the cost of all materials used therefor. However, District assumes no responsibility for the safety of the items and shall not be liable for fire, theft, or any damage to the items or property by reason of District's decision either to resecure the items or to not resecure the items.

(d) The Chief Executive Officer, through the Board of Commissioners, has sole discretion over individual height requirements for the space.

Section 6.8 Hours of Darkness

During hours of darkness, Lessee, crew members, their guests and invitees shall be the only persons allowed in the storage area. All other persons shall be considered trespassers.

Section 6.9 Tampering With Storage Items

It shall be unlawful for any person to wilfully injure, break, remove or tamper with any part of any item stored at or on the Woodley Island Marina, any waterway or facility thereof, or to climb into or upon any item without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.10 Removal of Storage Items

(a) In the event District deems it necessary to remove or relocate storage items for any reason, Lessee shall pay a reasonable cost or charge therefor, plus all costs and materials used therefor. Removal, relocation or storage of items as provided in this ordinance shall be without liability to the District, its Harbor Master, employees or representatives. District shall assume no responsibility for the safety of storage items and shall not be liable for fire, theft, or any damage to storage items by reason of District's decision either to remove or relocate the storage items or not to remove or relocate the storage items.

(b) District may remove any supplies and equipment from a storage area to any other storage area at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the items or District's property or to repair District's facilities, or for any other reason in the best interests of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

(c) Items left in the work yard beyond the maximum number of days allowed will be subject to removal and storage at the Lessee's expense.

Section 6.11 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invitees of all laws, ordinances, rules and regulations, including those of the federal and state government, the County of Humboldt, the City of Eureka, the District and Ordinance No.9.

Section 7.0 MISCELLANEOUS

(a) Waiver of any provision hereof by the District shall not be deemed a continuing waiver or waiver of any other condition.

(b) No alteration, amendment or modification hereof shall be effective unless in writing signed by Lessee and the District.

(c) This is the only Agreement between the parties pertaining or related to the storage area or work yard and no oral agreements exist between the parties as to any matters related to the storage

area or work yard whatsoever.

(d) All notices shall be deemed served 72 hours after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to Lessee at the address respective parties have shown herein.

(e) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

(f) District retains the right to add to, alter, amend or modify any of the terms and conditions contained herein and said addition, alteration, amendment or modification by District shall become binding upon Lessee forthwith.

Lessee agrees to all of the provisions, terms and conditions of Ordinance No.9, the Woodley Island Marina Rules and Regulations. A copy of which is posted on the window of the District office located at 601 Startare Drive, Woodley Island Marina, Eureka, California, 95501 and is available to Lessee upon request.

PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY, 1999, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES: SMITH, FRITZSCHE, CURLESS, HUNTER AND OLLIVIER

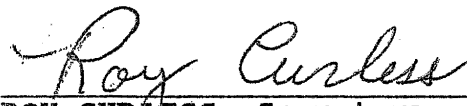
NOES:

ABSENT:



JIMMY SMITH, President
Board of Commissioners

ATTEST:



ROY CURLESS, Secretary
Board of Commissioners