

County of Nevada
California Commercial Lease Agreement

THIS LEASE, is executed this 1st day of July, 2025, by and between the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NEVADA COUNTY FIRE DISTRICT STATION 92, a public fire protection district, hereinafter referred to as "LESSEE". LESSEE and COUNTY are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as "Parties."

NOW, THEREFORE, this Lease shall be effective as of July 1, 2025, and the Parties hereto agree as follows:

SECTION 1. PREMISES

1.1 Description of Premises. COUNTY hereby leases to LESSEE, and LESSEE leases from COUNTY, that certain portion of real property located near the Nevada County Landfill, having the address of 14741 Wolf Mountain Road, Grass Valley, California, 95945, as outlined in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Premises" (a portion of APN 025-120-012). The Premises consist of approximately 0.51 acres (22,500 square feet) of land, including a designated area in the top right corner suitable for a heli pad the Premises will be used exclusively to support emergency air medical transportation services.

SECTION 2. TERM AND TERMINATION

2.1 Initial Term. The term of this Lease shall commence on July 1, 2025, and terminate on June 30, 2030, unless terminated earlier as provided herein. LESSEE has the option to extend the lease two (2) successive times for an additional five (5) years each, for a total potential term of fifteen (15) years, upon written notice to COUNTY at least ninety (90) days prior to the end of the initial term or any extended term. The Facilities Director is authorized to sign the renewals on behalf of COUNTY, subject to mutually agreed terms. If LESSEE remains in possession of the Premises after the expiration of the initial term or any extended term without executing a new lease or extension, LESSEE shall be deemed a month-to-month tenant under the same terms and conditions of this Lease, subject to termination by either party upon thirty (30) days' written notice.

2.2 Material Breach. A material breach, as defined pursuant to the terms of this Lease or otherwise, shall, in addition to any other remedy available at law, serve as a basis upon which COUNTY may elect to terminate this Lease immediately without notice.

2.3 Termination Due to Contamination. Notwithstanding any other provision of this Lease, COUNTY may terminate this Lease if contamination arises requiring COUNTY to expend funds to remediate in order to continue tenancy. LESSEE shall be liable for repairs and remediation costs related to contamination caused by its operations, including but not limited to issues with helicopters, poor maintenance hygiene, or use of contaminants on the Premises. LESSEE may terminate this Lease upon written notice to COUNTY if contamination not caused by LESSEE's

operations occurs, and in such cases, LESSEE shall have no liability for repairs related to such contamination.

2.4 Termination Without Cause. Either Party may terminate this Lease for any reason, without cause, by providing sixty (60) calendar days' written notice to the other Party, sent by registered mail in accordance with the notice provisions in Section 13 below.

SECTION 3. LEASE PAYMENTS

3.1 Lease Payment Amount. LESSEE shall pay COUNTY a nominal annual lease payment of one dollar (\$1.00) for use of the Premises, due on July 1 of each year.

3.2 Payment Terms. LESSEE shall remit payment to COUNTY in lawful money of the United States, without offset or deduction, on or before the due date. Payments shall be made to COUNTY at the address specified in Section 13 or to such other person or place as COUNTY may designate by written notice.

3.3 Late Charge. If the annual lease payment is not received by COUNTY by July 10 of each year, a late fee of ten dollars (\$10.00) shall be assessed.

3.4 Security Deposit. COUNTY requires no security deposit under the terms of this Lease.

SECTION 4. USE OF PREMISES

4.1 Permitted Use. The Premises shall be used by LESSEE solely for the operation of a fire station, emergency services, and related public safety activities, including but not limited to emergency medical services and helipad operations for air ambulance services. No fire suppression training activities or other uses are permitted without COUNTY's prior written consent.

SECTION 5. MAINTENANCE AND REPAIRS

5.1 COUNTY's Obligations.

5.1.1 COUNTY may, upon LESSEE's written authorization, enter and inspect the Premises at reasonable times to perform maintenance or repairs.

5.1.3 COUNTY shall be responsible for repairs or maintenance caused by COUNTY, its agents, employees, or contractors.

5.2 LESSEE's Obligations.

5.2.1 LESSEE shall be responsible for repairs or maintenance caused by LESSEE, its employees, or contractors.

5.1.2 LESSEE shall maintain, at its own cost, the Premises in good repair, including but not limited to landscaping, paving, fencing, and the helipad.

5.2.2 LESSEE shall maintain, at its expense, all equipment, vehicles, and personal property it installs within the Premises and keep the Premises in a good, safe, and sanitary condition,

returning it to COUNTY in the same condition as at the commencement of the term, ordinary wear and tear excepted.

5.2.3 LESSEE shall promptly notify COUNTY of any damage or defective condition in the Premises.

5.3 Compliance with Law.

5.3.1 LESSEE shall comply with all applicable federal, state, and local laws, including fire safety regulations and Nevada County operational policies.

SECTION 6. ALTERATIONS

6.1 Alterations by LESSEE.

6.1.1 LESSEE is hereby granted authority to make alterations, additions, or improvements to the Premises, including but not limited to modifications to the helipad construction, or other site improvements necessary for its operations, provided a site plan is submitted and approved by the COUNTY Facilities Department, prior to any work commencing. All alterations must comply with all applicable laws and regulations.

6.1.2 All alterations shall be made at LESSEE's sole cost, unless otherwise agreed in writing.

6.1.3 Improvements attached to the Premises that cannot be removed without material injury shall become COUNTY's property upon termination of the Lease, unless otherwise agreed.

6.1.4 By the last day of the term, LESSEE shall remove its personal property and non-permanent improvements, repair any damage from installation or removal, and surrender the Premises in good condition, ordinary wear and tear excepted.

SECTION 7. ASSIGNMENT AND SUBLETTING

7.1 COUNTY's Consent Required. LESSEE shall not assign this Lease or sublet the Premises without COUNTY's prior written consent, which shall not be unreasonably withheld.

Unauthorized assignments or sublettings may, at COUNTY's option, terminate this Lease.

SECTION 8. INDEMNITY AND HOLD HARMLESS

8.1 LESSEE's Indemnification. LESSEE shall indemnify and hold COUNTY harmless from and defend COUNTY against any claims of liability for injury, death, or damage occurring on the Premises caused by the neglect or fault of LESSEE, its agents, or employees, except where caused by COUNTY's sole negligence or intentional acts.

8.2 COUNTY's Indemnification. COUNTY shall indemnify, defend, and hold LESSEE harmless from claims arising from COUNTY's sole negligence or willful misconduct related to this Lease or the Premises.

SECTION 9. INSURANCE

9.1 COUNTY's Insurance. COUNTY will maintain general liability coverage through self-insurance and provide certification upon request.

9.2 LESSEE's Insurance. LESSEE shall maintain insurance coverage as outlined in Exhibit B.

SECTION 10. DEFAULT OR BREACH

10.1 LESSEE's Default. Material default includes failure to perform covenants, bankruptcy, or abandonment of the Premises. COUNTY may pursue remedies under California law after notice.

10.2 COUNTY's Default. COUNTY shall not be in default unless it fails to perform within 30 days after LESSEE's written notice, or longer if diligently pursued.

SECTION 11. NOTICES AND PAYMENTS

11.1 Notices and payments shall be in writing, delivered in person or by certified mail, to:

COUNTY:

County of Nevada, Information and General Services
950 Maidu Avenue
Nevada City, CA 95959
IGSAdmin@nevadacountyca.gov

LESSEE:

Nevada County Consolidated Fire District Station 92
Attention: Fire Chief
Address: 14741 Wolf Mountain Road, Grass Valley, CA 95945
Phone: (530) 265-4431
Email: jasonrobitaille@nccfire.com

Either Party may change its address by written notice.

SECTION 12. GOVERNING LAW

12.1 This Lease shall be governed by California law. Disputes shall be litigated in Nevada County, California.

SECTION 13. INUREMENT

13.1 This Lease binds the Parties' successors, assigns, and heirs, subject to assignment restrictions.

SECTION 14. ENTIRE LEASE

14.1 This Lease, including exhibits, constitutes the entire agreement. Amendments must be in writing and signed by both Parties.

SECTION 15. PRECLUDED USES

15.1 LESSEE shall not use the Premises in a manner that increases insurance rates or creates a nuisance.

SECTION 16. SIGNS

16.1 LESSEE may affix signs related to its operations without COUNTY's consent, provided they comply with local regulations.

SECTION 17. SEVERABILITY

17.1 Invalid provisions shall not affect the remainder of this Lease.

SECTION 18. NO AGENCY

18.1 This Lease does not create a principal-agent or partnership relationship.

SECTION 19. AUTHORIZED EXECUTION

19.1 Each signatory warrants their authority to execute this Lease.

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

COUNTY OF NEVADA:

By: _____

Name: Justin Drinkwater

Title: Facilities Director

Date: _____

LESSEE NEVADA COUNTY FIRE DISTRICT STATION 92:

By: _____

Name: Jason Robitaille

Title: Fire Chief

Date: _____

Exhibit A

Map of Premises

The Premises, located at 14741 Wolf Mountain Road, Grass Valley, California, 95945, consists of approximately 0.51 acres (22,500 square feet) of land near the Nevada County Landfill, forming a portion of APN 025-120-012. The leased area includes a designated helipad in the northeast corner and a driveway connecting the fire station and helipad to Wolf Mountain Road. Leased by the County of Nevada to the Nevada County Consolidated Fire District Station 92, the Premises will be used to support emergency air medical transportation services.



Exhibit B

Insurance Requirements

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out the lease of the subject property including damage caused in whole or in part by Lessee or by those working on your behalf. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, at least as broad as ISO Form CG 20 11 12 19 or if not available, CG 20 43 12 19.

Primary Coverage

For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the Entity before lease commences. However, failure to obtain the documents prior to the lease beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder

The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.