



# RESOLUTION No. 23-046

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION RESCINDING RESOLUTION 22-487 AND APPROVING THE REVISED AMENDMENT 3 TO THE GROUND LEASE AGREEMENT WITH JOHN BARLEYCORN INVESTMENTS, LLC TO ALLOW FOR THE BUILDING OF A 20,220 SQ. FT. OFFICE AND STORAGE FACILITY AND A COMMERCIAL LEASE AGREEMENT FOR THE COUNTY TO LEASE THE FACILITY AND PARKING AREA

WHEREAS, the Airport entered into a 40-year ground lease for the property (Lot 5) on March 28, 2006, through Resolution 06-419 with Pacific Ground Enterprises Inc. The lease was then assigned to co-tenants Neal Street Investments, LLC, and John Barleycorn Investments LLC by Resolution 07-034 on January 30, 2007. Most recently the lease was reassigned from Neal Street Investments, LLC to John Barleycorn Investments LLC making them the sole Lessee by Resolution 18-136 on April 10, 2018; and

WHEREAS, the ground lease has been amended twice through Resolutions 12-480 and 18-137 to adjust the base rent adjustment per the existing terms and conditions; and

WHEREAS, the County of Nevada proposes to amend the current Nevada County Airport ground lease with John Barleycorn Investments LLC to allow for construction of a 20,220 sq. ft. office and storage facility and add a commercial lease agreement for the County to lease the building for County department utilization; and

WHEREAS, the commercial lease agreement with a starting monthly rate of \$25,275 (\$1.25 per sq. ft.) for the 20,220 square feet of office and storage facility and surrounding parking area. The rent will increase at 3% each year for years 1-15 with a market rate analysis in year 15. Year 16 will start with the negotiated market rate for the base rent with rent increasing 2% annually through the end of the term expiring on August 22, 2046. Upon expiration of the ground lease and commercial lease, the County will reassume ownership of the property and the structure in perpetuity; and

WHEREAS, the Lessee will begin to pay the monthly lease payment upon occupancy, which is expected to be on or around January 1, 2024; and

WHEREAS, the County will be responsibly solely for the warehouse maintenance and repairs upon completion of the 23-year term; and

WHEREAS, all other terms and conditions of the Ground Lease Agreement remain in full force and effect; and

WHEREAS, small modifications were necessary to clarify lending terms and conditions, include a revised Exhibit A and new Attachment A, which is why it is necessary to rescind Resolution 22-487 and bring this as a new Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby:

1. Rescinds Resolution 22-487.

2. Approves, in substantially the form attached hereto, the revised amended ground lease, commercial lease agreement, and associated documents with John Barleycorn Investments, LLC.
3. Authorizes the Facilities Director to sign the amended ground lease, commercial lease agreement, associated documents, and any future related documents pertaining to the Lease or Lease back for Lot 5 so long as there is no additional financial impact to the County as a result of this action.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24<sup>th</sup> day of January, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

1/24/2023 cc: Facilities\*  
AC\*

## AMENDED GROUND LEASE

Description: A Portion of Lot 5 at the Nevada County Airport ("Property")  
County: County of Nevada ("County" or "Lessor")  
Lessee: John Barleycorn Investments ("Lessee")

This Ground Lease for 1.65 acres ("Lease") is entered by and between the County and the Lessee (collectively, the "Parties") for the Property.

RECITALS: The Parties agree and acknowledge the background facts and the accuracy thereof as follows:

A. The Property is comprised of a portion (1.65 acres) of Lot 5 fronting on Loma Rica Drive, Grass Valley, California. Lot 5 is part of the Nevada County Airport (hereinafter "Airport"). The Airport Terminal Building is located at 13083 John Bauer Avenue, Grass Valley, CA 95945. Not all of the 1.65 acres may be of use to Lessee, but the useful portion is being established by Lessee's due diligence.

B. A site description of the Property has been prepared by the County, and is set forth in the file of the County's Planning Department in connection with the General Plan Land Use Map Amendment changing 1.65 acres from a public designation to an industrial designation [Board Resolution No. 06-146, adopted March 28, 2006]. Exhibit A of this Lease is a GIS map of the site.

C. The County issued a Request For Proposals ("RFP") for a ground lease of the Property dated May 5, 2005 (hereinafter, the "Proposal"). The lease was awarded to Pacific Land Enterprises, Inc., and approved by Board Resolution 06-419 on August 22, 2006.

D. Pacific Land Enterprises, Inc assigned the lease to co-tenants Neal Street Investments, LLC, and Lessee. The assignment was approved by Board Resolution 07-034 on January 30, 2007.

E. Neal Street Investments, LLC reassigned the lease solely to Lessee. The assignment was approved by Board Resolution 18-136 on April 10, 2018.

F. Lessee has the requisite legal authority to enter into this lease.

G. Lessee and the County wish to amend the lease to permit Lessee to construct an approximately 20,220 square foot Office and Storage Facility which the County will then rent out for the remainder of Lessee's lease term, at which time ownership of the Office and Storage Facility and all improvements to the Property will pass to the County.

NOW, THEREFORE, THE PARTIES AGREE ON THE TERMS  
AND CONDITIONS AS FOLLOWS:

I. Ground Lease General Conditions

1. GRANT OF LEASE: The County hereby leases the Property in its entirety to Lessee subject to the terms and conditions of this Lease.
2. USE OF THE PROPERTY: Lessee shall only use the Leasehold and the Property for the construction and operation of an approximate 20,220 square foot Office and Storage Facility ("Warehouse"). Lessee shall seek written approval from the County prior to final design and construction of the Warehouse. The Warehouse shall include the following specifications, unless waived by the County in writing during the design phase:
  - a. Warehouse – A 60' W x 335' L x 12' H prefabricated steel building with two (2) 10' x 10' rollup doors on recessed, covered loading docks and four (4) 3' x 7' man doors on a 4" concrete reinforced slab.
  - b. Warehouse designed for a 60psi snow load. Building must be ADA compliant and accessible both inside and in the front paved area of the warehouse.
  - c. Floor plans are included herein (Exhibit B).
  - d. Insulation – Shall be 6" fiberglass batts in the roof and 4" in the walls.
  - e. Fire Suppression – Shall be a standard wet system.
  - f. Climate Controlled space shall be 7,668 SF x 9' high ceilings with standard office tenant space(s)
  - g. The non-climate controlled storage space shall be insulated to Warehouse specifications.
  - h. The Warehouse must include two (2) ADA restrooms and breakroom.
  - i. The site shall be paved with lighted parking for 27 cars and up to 4 trailers.

The Lessee shall not use or permit the Leasehold or any portion of the Leasehold to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body or entity. Furthermore, Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as now defined by any statutory or decisional law applicable to the Leasehold or any part of the Leasehold.

No change in the use shall be authorized except pursuant to an amendment of this Lease. Use of the Property by the Lessee or any sub-lessee shall at all times be in compliance with all federal, state, and local laws and regulations, now in effect or hereafter promulgated, including any licensing or permit requirements.

"Improvements" shall be constructed by Lessee, including but not limited to buildings, sheds, fences, pavements, drainages and any other works or structures needed for light industrial use.

Any liens during construction of the warehouse incurred by the Lessee shall be placed on the Contractor and or Lessee and not the Lot 5 property.

Unless released in writing by LESSOR, Lessee shall continue to remain obligated under all covenants and conditions of this Lease. In furtherance of the foregoing, LESSOR shall not unreasonably withhold his consent to a release of Lessee of its remaining obligations under this Lease provided Lessee's proposed assignee has sufficient creditworthiness, financial strength and experience to properly carry out the obligations of Lessee under this Lease and such proposed assignee agrees to assume all of the obligations of Lessee under this Lease. Any such sale, transfer, assignment, or sub-

lease shall not be valid unless the purchaser, transferee, assignee or sub-lessee shall first assume in writing, all obligations of Lessee under this Lease.

Any sale, transfer, assignment or sub-lease in violation of this Section shall be for all purposes a default hereunder and a material breach hereof, and shall be cause for termination of this lease and forfeiture of all right, title and interest hereunder or otherwise, if not cured within thirty (30) days of written notice thereof to Lessee.

3. INSPECTION OF THE PROPERTY: The County shall have the right of access to enter the Property, including buildings, for the purpose of inspection and verification of compliance with this Lease and all laws upon reasonable notice to the Lessee and reasonable accommodation of the Lessee.

4. TERM OF LEASE: The lease commenced on August 22, 2006 shall end on August 22, 2046, (the "Term") unless terminated earlier in accordance with the terms of the Lease.

5. DEFINITION OF RENT: The term "rent" shall include any reference to "Base Rent" as defined in Section 6 herein, "Inflated Base Rent" as defined in Section 7 herein, and "Base Rent Adjusted" as defined in Section 8 herein.

6. BASE RENT: As of July 2022, the Base Rent has been adjusted per Section 7 and 8 through Resolutions 12-480, 18-137 and in conformance with Section 8 the Base Rent is currently \$1,501.33 per month.

7. INFLATED BASE RENT: An inflationary increase shall be made to the Base Rent after the first 12 months of rent payment, and each twelve-month period thereafter throughout the Term except in years 6, 11, 16, and 21 (when the Initial Base Rent is adjusted as set forth in Section 8 herein). The inflationary increase shall be equal to the inflationary increase shown in the Consumer Price Index, All Urban Consumers, San Francisco CMSA, All Items for the closest 12-month period for which figures are available, for the Grass Valley general vicinity or same or similar locations, but shall not exceed 4% of the Base Rent annually on a non-compounded basis.

8. BASE RENT ADJUSTMENT: After the conclusion of each five-year period of rent payment, the base rent shall be re-evaluated and adjusted (increased or decreased) based upon prevailing rates for light industrial ground leases at other general aviation airports of similar size and location such as Auburn, Lincoln and Marysville. Thereafter the Base Rent, as adjusted, shall be the Base Rent subject to the inflationary increase during the subsequent four-year period as required by Section 7 herein.

9. PAYMENT OF RENT: The Base Rent or Inflated Base Rent shall be due and payable monthly, in advance, on the first day of each month throughout the Term and any extension thereof. Rent shall be pro-rated if rent applies to a fraction of a month. Rent shall be delinquent if not received by the County by the 10<sup>th</sup> day after the due date, and on the 11<sup>th</sup> day an automatic late charge shall be imposed in an amount equal to 10% of the rent then due.

10. RENTAL VALUE DISPUTE RESOLUTION: If the Parties are unable to agree on an adjustment to rent as contemplated within this agreement, the Parties agree to select and appoint a licensed real estate appraiser (the "Appraiser") who is generally familiar with Grass Valley and the airports referred to herein. The Appraiser shall determine the market lease rate for ground leases as contemplated herein and based upon such determination, shall establish the amount of adjustment to the Base Rent. The determination of the Appraiser shall be final and binding on the Parties. The Parties shall bear equally the cost in retaining the Appraiser.

11. Lessee IMPROVEMENTS - CONSTRUCTION AND REVERSION: At Lessee's sole cost and responsibility, the Lessee shall construct the Warehouse and any other improvements (the "Improvements") in compliance with all applicable federal, state, local codes and building code regulations, including all required tests, inspections and technical studies. The rent under this Lease shall not be affected by the construction of the Improvements. Any toxics or contaminants brought onto the Property during or after construction of Improvements shall be removed and/or remediated as soon as discovered at Lessee's sole expense. Lessee shall comply with: (1) all requirements related to the Airport Layout Plan (2005), the Airport Facilities requirements related to the Airport Master Plan (1981 amended in 1992, 1997 and 2003), as they currently exist or are hereafter amended; and (2) all FAA assurances. The Improvements shall not be removed or damaged upon termination of the Lease. Upon termination of the Lease, ownership of the Improvements shall transfer to the County and shall be transferred in good, working condition, reasonable wear and tear excepted, without compensation or any instrument of transfer unless otherwise agreed to in writing by the County.

12. TAXES: Lessee shall pay during the Term, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the Term by any governmental agency or entity on or against the Leasehold Estate and Premises, the Improvements located on the Leasehold, personal property located on or in the Leasehold or Improvements, and the Leasehold. Lessee shall have the duty of attending to, preparing, making and filing any statement, return, report or other instrument required or permitted by law in connection with the determination, equalization, reduction or payment of any taxes, assessments or other charges that are or may be levied on or assessed against the Leasehold, the Improvements located on the Leasehold, personal property located on or in the Leasehold or Improvements, and the Leasehold.

13. UTILITIES: Lessee shall be solely responsible for arranging and paying for any utilities serving the Property during pre-construction and construction and will be transferred to the County upon execution of the Commercial Lease Agreement

14. MAINTENANCE AND REPAIRS: Except as otherwise provided for herein,

Lessee shall be solely responsible for any and all reasonable maintenance and repairs of any Improvements made to the Property by Lessee until one (1) year warranty period has expired. Contractor shall be required to repaired related defects or failures to the building, parking lot or mechanical equipment within the one (1) warranty period of construction.

County will be solely responsible for any and all maintenance and repairs of any Improvements made to the Property by Lessee after one (1) year warranty expires and for the duration of the Lessee's Lease term.

15. WARRANTIES AND REPRESENTATIONS OF COUNTY: The County makes the following warranties and representations to the Lessee regarding the Property:

- a. The condition of the Property is not in violation of any local, state, or federal law.
- b. There are no toxic or other hazardous materials located on the Property.
- c. The Property has been defined by a survey and the dimensions and location of the boundaries of the Property have been identified and marked and that the Lessee may rely upon such boundary markers for development and construction of the Improvements on the Property.
- d. There are no liens or encumbrances on the Property other than those disclosed in a preliminary title -report provided by the County as of the commencement date of this Lease.
- e. The County will cooperate with Lessee in providing appropriate subordination agreements as may be required or reasonably necessary for Lessee to acquire construction and permanent financing for the construction of the Improvements to the Property.
- f. The County agrees to record with the Nevada County Recorder's Office a summary notice of this Lease or amendments thereof or other document reasonably requested by Lessee.
- g. County warrants there are no liens, judgments, or impediments of title on the subject Property or affecting Lessee's interest in the same, and there are no covenants, easements or restrictions that prevent the use of the Property as contemplated herein by Lessee.

16. LESSEE INSURANCE: Lessee's Liability Coverage Requirements. Lessee shall, at Lessee's sole expense, procure and maintain for the duration of the Lease Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with Lessee's operation and use of the leased premises. Coverages shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) 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 \$1,000,000 per occurrence with \$2,000,000 aggregate and a \$5,000,000 umbrella policy. 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.

- b. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to \$2,500,000 and no coinsurance penalty provisions. Upon issuance of the certificate of occupancy Builder's Risk policy is no longer required.
- c. Property Insurance against all risk of loss to any Lessee improvements or betterments at full replacement costs with no coinsurance penalty provision. 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 shall name the LESSOR as a loss payee of Lessee's Warehouse and all other related improvements located on the Premises, including vandalism and malicious mischief endorsements. The proceeds from any such policy shall be used by Lessee for the repair and replacement of the Premises. Lessee shall cooperate with LESSOR to the maximum extent possible to assure said proceeds are so utilized.
- d. Professional Liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate apply to the general contractor. Upon issuance of the certificate of occupancy Professional Liability policy is no longer required.
- e. If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the LESSOR 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 LESSOR.
- f. Construction of Lessee improvements shall be performed by a contractor and/or subcontractors licensed by the State of California. At all times during the construction and/or repair of Lessee improvements, Lessee and Lessee's contractors shall comply with the licensing and permit requirements of any and all federal, state, municipal or local authorities. At all times during the construction and/or repair of Lessee improvements Lessee's contractors and subcontractors shall be the Lessee's agent. Contractors and subcontractors performing construction operations associated with the Lessee's improvements shall procure and maintain for the duration of the project insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee's contractor, his agents, representatives, employees, or subcontractors:
  - (a) Workers' Compensation and Employer Liability Coverage: 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.
  - (b) Commercial General Liability Insurance (CGL): Insurance Services Office Form 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, personal injury, and advertising injury with limits no less than \$1,000,000



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.

- (c) Automobile Liability: Insurance Services Office (ISO) Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - (d) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the LESSOR 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 LESSOR.
  - (e) Lessee shall require and verify that all contractors and subcontractors maintain insurance meeting all requirements stated herein, and Contractors and subcontractors shall ensure that County is an additional insured on insurance required from contractors and subcontractors. For CGL coverage, contractors and subcontractors shall provide coverage with a form at least as broad as CG 20 38 04
- g. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- (a) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Lessee's or contractor's or contractor's subcontractors insurance at least as broad as ISO Form CG 20 10).
  - (b) For any claims related to this Lease Agreement, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 03 as respects the LESSOR, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LESSOR, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
  - (c) Notice of Cancellation: each insurance policy required above shall endeavor to provide thirty (30) days written notice to LESSOR of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice shall be required for non-payment of premium).
  - (d) Lessee hereby grants to LESSOR a waiver of any right to subrogation which any insurer of said Lessee may acquire against the LESSOR 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 LESSOR has received a waiver of subrogation endorsement from the insurer.
  - (e) 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 LESSOR.

- (f) Lessee shall furnish the LESSOR with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the policies listing all policy endorsement to LESSOR before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The LESSOR reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- (g) LESSOR reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance

17. COUNTY INSURANCE: County has elected to self-insure for general liability and worker' compensation in accordance with Government Code 990 and Labor Code 3700. Under this form of coverage, the County and its employees acting in the course and scope of their employment are covered for tort and workers' compensation liability arising out of official County business and use of the property. All claim against the County based on tort liability should be presented as a government tort claim to the Clerk of the Board at 950 Maidu Avenue, Suite 200, Nevada City, CA 95959. (Gov. Code Section 900, et. Seq.).

18. INDEMNITY: Nothing herein shall be construed as a limitation of Lessee's liability, and Lessee shall indemnify, defend and hold County harmless for any and all liabilities, claims, demands, damages, losses and expense which County may incur by reason of willful misconduct, or negligent actions or omissions of Lessee, or the agents, servants, and employees of Lessee, or which may arise out of the use, occupation, and enjoyment of the site Property by Lessee or the agents, servants, and employees of Lessee, or by any person or entity holding under Lessee, or by any or Lessee's invitees or agents.

19. INDEMNIFICATION OF LESSEE: Nothing herein shall be construed as a limitation of County's liability, and County shall indemnify, defend and hold Lessee harmless for any and all liabilities, claims, demands, damages, losses and expense which Lessee may incur by reason of willful misconduct, or negligent actions or omissions of County, or the agents, servants, and employees of County. Lessee shall utilize the Government Claims Act for any indemnification claim against the County.

20. DEFAULT: The Parties hereto agree that the unlawful detainer provisions of the California Civil Code and the California Code of Procedure apply. The occurrence of any one or more of the following events is a default hereunder and constitutes a material breach of this Lease by Lessee.

- a. The abandonment of the Lease by Lessee.
- b. The failure by Lessee to make any payment of the Rent required to be made by Lessee hereunder, as and when due, where the failure continues for a period of thirty (30) days after notice thereof from County to Lessee.
- c. The failure by Lessee to promptly commence, diligently pursue to completion the construction of the Improvements, and cause to be filed a notice of completion.
- d. The failure by Lessee to carry and maintain, or to require each Sub- Lessee to carry and maintain, any policy of insurance as required hereunder.
- e. The failure by Lessee to make any other payment as required hereunder, as and when due, where the failure continues for a period of thirty (30) days after notice thereof from County or Lessee.
- f. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, where the failure continues for a period of thirty (30) days after written notice thereof from County to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are responsibly required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- g. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, where such failure may not be cure.
- h. In the event of any such default or other material breach of this Lease by Lessee, County may, after giving such notice as provided above, or if not provided, as required by law, pursue those remedies set forth in Civil Codes Sections 1951.2 and/or 1957.4, and by this reference is made part of the Lease.
- i. County's waiver of a default shall not be deemed a waiver of any term, condition, or covenant hereunder, and shall not be deemed a waiver of County's right to enforce any remedy upon any future default.

21. DEFAULT BY COUNTY. County shall not be in default unless County fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice of the nature of the problem and request to cure by Lessee to County; provided that if the nature of County's obligation is such that more than thirty (30) days are reasonably required for performance, then County shall not be in default if County commences performance within thirty (30) days and thereafter diligently completes performance.

If County defaults in the performance of any of the obligations or conditions required to be performed by County under this Lease, Lessee may in no event withhold payment of the Rent or apply said rent to cure the alleged default.

22. TERMINATION OF LEASE: If this Lease shall terminate for any reason other than a default by the County, County shall not be obligated to return, reimburse, compensate or pay Lessee for the cost or value of the Improvements or any portion thereof or for the costs and expenses attendant to the obligations assumed by Lessee hereunder, or otherwise.

23. QUITCLAIM UPON TERMINATION. If this Lease shall terminate for any reason, or otherwise expire, then in that event, Lessee shall, upon demand therefore, promptly execute in good and sufficient form a quit claim deed re- conveying to County all of Lessee's right, title and interest in and to the Property.

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II. Lease-Lease Back: For this section the Lessor is “John Barleycorn Investments”, and the Lessee is “County of Nevada”.

a. COMPLETION OF THE WAREHOUSE- COUNTY COMMITMENTS The Parties agree to enter into a standard Commercial Lease Agreement with a mutual understand of the following terms:

(a) The County will lease the Warehouse from the Lessee upon, final inspection and approval by the Nevada County Building Department and with written approval of County acceptance of final completion.

(b) The term of the lease will begin upon approval and execution from the Board of Supervisors. After August 22, 2046, ownership of the Office and Storage Facility and all Improvements transfers to the County.

(c) The base rental rate is agreed to begin at \$1.25 per square foot or \$25,275 per month. The lease-lease back rate will increase at 3% annually beginning on the anniversary date for lease-lease back for years 1-15.

During year 15 of the lease-lease back agreement the base rent shall be re-evaluated and adjusted (increased or decreased) based upon prevailing market rental rate for mix use office and warehouse space of similar size in Nevada County for the year 16 adjusted base rent. Evaluated rate must be agreed upon in writing by both parties. The evaluated rate shall not go below \$1.25 per square foot or \$25,275 per month.

Thereafter the new adjusted rate of the lease-lease back will increase at 2% annually for years 16 through August 22, 2046.

(d) Base Rental Rate payments shall commence upon occupancy which is anticipated to be on or around April 1, 2024

(e) The County shall pay for any and all taxes applicable to the property, property insurance and common area through Triple Net (NNN.) Any change in the NNN shall be notified no less than 30 days prior to January of each year for the next twelve-month period.

(f) The County shall pay all utilities after occupancy.

(g) The County shall maintain the building and mechanical systems in accordance with standard county maintenance practices and will repair any damage caused to the building or mechanical systems by County staff or equipment.

b. COMPLETION OF THE OFFICE AND STORAGE FACILITY - LESSEE COMMITMENTS The Parties shall enter into the Commercial Lease Agreement as attached with a mutual understand of the following terms subject to John Barleycorn Investment, LLC hired contractor:

- (a) Lessee will keep up to date/active Contractor's License, bonds and insurance in accordance with the requirements of California Contractor Association
- (b) Lessee will warranty for one (1) year beginning on the commencement date of the Commercial Lease Agreement. The warranty shall cover construction and construction integrity including but not limited to, interior, exterior, mechanical system installations, doors, windows and foundation of the structure and parking area(s).
- (c) Lessee shall maintain a safe and clean worksite at all times during pre-construction and construction.
- (d) Lessee shall maintain working hours not earlier than 7am or later than 8pm. Unless otherwise agreed and approved by the Facilities Director.
- (e) Lessee shall provide portable restrooms and job trailer during pre-construction and construction and shall remove such items upon project completion
- (f) Lessee shall provide an emergency operations plan to the County prior to construction kick-off.
- (g) Lessee shall provide project updates as requested or at minimum monthly, to the Director of Facilities and County Airport Manager.
- (h) Lessee shall obtain all applicable building permits, inspections and testing required during course of construction.
- (i) Upon final approved inspection, Lessee shall provide the County with a copy of all as-built plans, approved permits and all manufactures warranty documents and owner's manuals of all mechanical equipment installed.

All terms and conditions herein to this amended Ground Lease in their entirety shall be included in the Commercial Lease Agreement (Exhibit C).

III. Additional Terms

24. NOTICE: All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, addressed to:

Lessee:

John Barleycorn Investments  
130 East Main Street  
Grass Valley, CA 95945

County:

County of Nevada, County Nevada County Airport  
Attention: Facilities Director  
12818 Loma Rica Drive Grass Valley, CA 95945  
(530) 273-3374 voice (530) 274-1003 fax

The Address to which any such written communication may be given or sent to either party may be changed by written notice given by such party as above provided.

25. MISCELLANEOUS:

- a. No Other Agreements. All preliminary and contemporaneous agreements and understanding are merged and incorporated into this Lease that contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.
- b. Successors to County. Should County at any time during the term of this Lease or any extension hereof, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder, and any sale by County of the portion of the subject property underlying any right-of-way herein granted shall be under and subject to the right of Lessee in and to such right-of-way.
- c. No Agency. This Lease does not create a relationship of principal and agent, or partnership, or joint venture, or any association other than that of Lessor and Lessee.
- d. Binding on Successors and Assigns. This Lease shall extend to and bind the parties hereto, their representatives, successors and assigns.

- e. Attorney Fees: In the event either of the Parties initiates legal action to enforce the provisions of this Lease, the prevailing party shall be entitled to recover actual attorney's fees incurred and costs.
  
- f. Force Majeure. Notwithstanding anything in this Lease, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason whether of a like nature or not which is beyond the reasonable control of the party obligated to perform the work or acts required under the terms of this Lease, then the performance of that term, covenant or act is excused for the period of the delay and the party will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay. However, the provisions of this Section do not operate to excuse Lessee from the prompt payment of Rents.
  
- g. Signs. Lessee shall not erect, display or permit to be erected or displayed on the Airport any sign or advertising matter of any kind without first obtaining the written consent of the LESSOR's Airport Manager, which approval shall not be unreasonably withheld.
  
- h. Authority. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
  
- i. Severability. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.
  
- j. Governing Law. This Agreement shall be governed by the Laws of the State of California, and venue for any litigation shall be located in Nevada County, California.



IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

By: Justin Drinkwater  
Justin Drinkwater (Jan 26, 2023 13:58 PST)

Date: 01/26/2023

Printed Name/Title: Justin Drinkwater, Director of Facilities Management

Approved as to Form – County Counsel:

By: Trevor Koski (ex Assistant County Counsel, not as a Notary) Date: 01/27/2023  
Trevor Koski (ex Assistant County Counsel, not as a Notary) (Jan 27, 2023 10:34 AM)

Lessee: John Barleycorn Investments LLC  
Click or tap here to enter text.

By: Keoni Allen  
Keoni Allen (Mar 10, 2023 14:59 PST)

Date: 03/10/2023

Name: Keoni Allen

\* Title: Manager

By: Keoni Allen Date: 03/10/2023  
Keoni Allen (Mar 10, 2023 14:59 PST)

Name: Manager

\* Title: Secretary



Lot 5 - Exhibit A

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into by and between County of Nevada with an address of 950 Maidu Ave., Nevada City, CA 95959 ("Landlord") and John Barleycorn Investments, a limited liability corporation with an address of 130 E. Main St., Grass Valley, CA 95945 ("Tenant").

- 1. DEMISE. By a certain lease dated September 15, 2022 (the "Lease") between Landlord and Tenant, Landlord has leased to Tenant and Tenant has leased from Landlord, the Premises described as follows:
- 2. Exhibit A and Exhibit B attached hereto.

All provisions of the Lease are incorporated herein by reference.

- 3. TERM. The term of the Lease is 40 years, commencing on August 22, 2006 and ending on August 22, 2046.

IN WITNESS WHEREOF, this Memorandum of Lease is executed as of this 26 day of January, 2022. 2023

County of Nevada

Justin Drinkwater  
Justin Drinkwater (Jan 26, 2023 13:58 PST)  
Signature of Landlord

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF NEVADA )

On 01/27/2023 before me, Trevor Koski, Assistant County Counsel, Notary Public, personally appeared Justin Drinkwater- Landlord who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENTALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Trevor Koski (as Assistant County Counsel, not as a Notary)  
Trevor Koski (as Assistant County Counsel, not as a Notary (Jan 27, 2023 16:34 PST))



**EXHIBIT A**  
**AREA 1**  
**LEGAL DESCRIPTION**

All that real property situated in the unincorporated territory of the County of Nevada, State of California, being a portion of Section 30 Township 16 North, Range 9 East, MDM, and being a portion of that real property shown as Lot 5 on that Subdivision Map recorded in Book 1 of Subdivision Maps at Page 121, Nevada County Records, more particularly described as follows:

The Southerly 159.69 feet of said Lot 5.

The herein described property is shown on Exhibit "B" attached hereto and made a part thereof.

Containing 1.64 acres, more or less.

**The herein described area affects a portion of APN: 006-380-049**



Robert J. Lawless PLS  
LS 8928 Exp. 09/30/2024



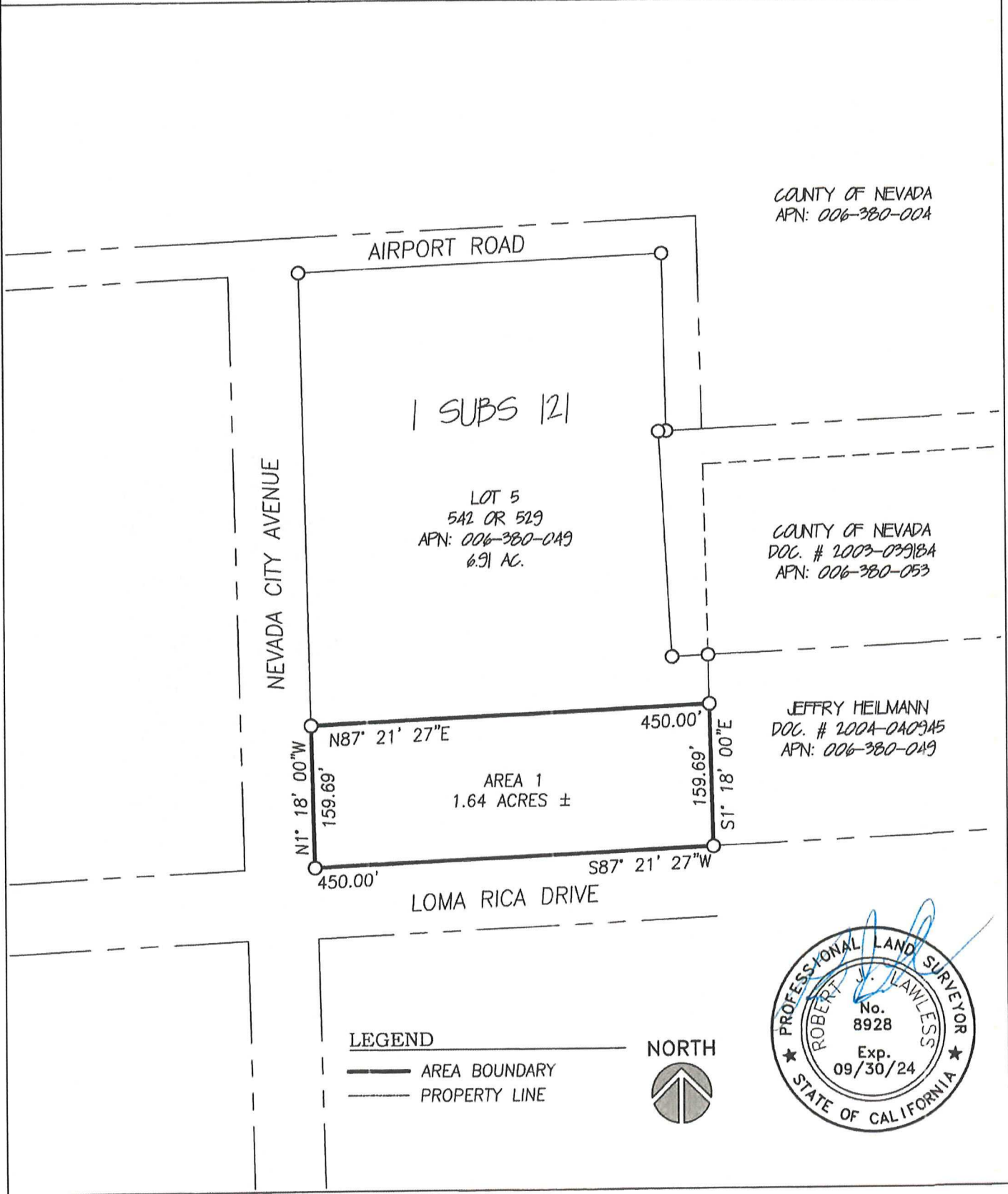
11-15-2022

Date:

**DUNDAS GEOMATICS, INC.**  
**GEOMATIC ENGINEERS**  
*Grass Valley Office*  
 159 South Auburn Street  
 Grass Valley, Ca. 95945

**EXHIBIT "B"**  
**AREA 1**  
 BEING A PORTION OF SEC. 30, T.16 N., R.9 E.,  
 M.D.M.  
 IN THE UNINCORPORATED TERRITORY OF THE

SCALE: 1' = 150'  
 DATE: 11-15-22  
 SHEET: 1 OF 1  
 PROJECT#



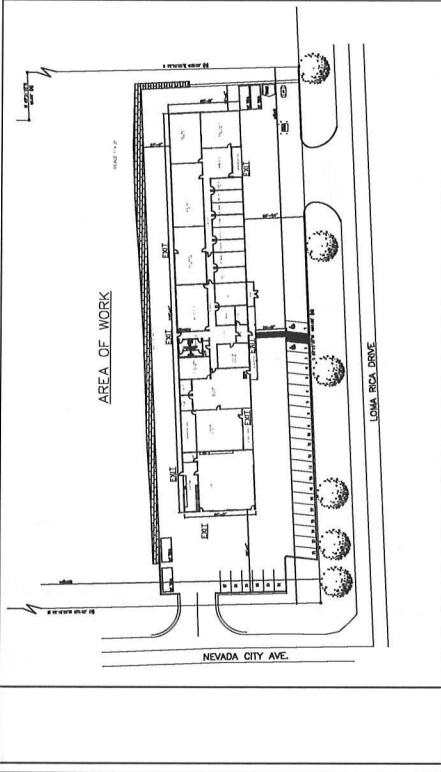
**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL CONFORM TO THE 2019 CALIFORNIA BUILDING CODE AND LOCAL CODES AND ORDINANCES.
2. IF ANY SCALE DRAWING DIMENSIONS SHALL GOVERN, LARGE SCALE DETAILS SHALL GOVERN OVER SMALL SCALE DETAILS. DIMENSIONS SHALL GOVERN OVER SCALE. DESIGNER SHALL DISCREPANCIES OVER 4" SHALL BE DESIGNER'S RESPONSIBILITY. DIMENSIONS DESIGNATED "CLEAR" SHALL BE CLEAR.
3. CONSERVATIVE ALL CONSTRUCTION ITEMS WITH THE STRUCTURAL AND MECHANICAL/ELECTRICAL DRAWINGS BEFORE ORDERING OR INSTALLING ITEM OR WORK.
4. DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED.
5. ALL MATERIALS SHALL BE NEW UNLESS NOTED OTHERWISE. ALL MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S AND INSTRUCTIONS UNLESS OTHERWISE NOTED.

6. VERIFY LAYOUT OF ALL PARTITIONS, DOORS, ELECTRICAL/TELEPHONE/ AND COMMUNICATIONS OUTLETS, AND MECHANICAL EQUIPMENT WITH THE DESIGNER IN FIELD IF QUESTIONS OR CONFUSION OCCUR.
7. CONTRACTOR SHALL VERIFY ALL GAS CONDUITS EXIST IN LOCATIONS OF ANY AND ALL MECHANICAL AND ELECTRICAL EQUIPMENT TO INCLUDE ALL PIPING AND SPRINKLER EQUIPMENT TO VERIFY ALL CLEARANCES AND CONDUIT AND THAT ALL REQUIRED CLEARANCES FOR EQUIPMENT ARE MAINTAINED AS SHOWN UNLESS OTHERWISE PROVIDED.
8. ALL GORES SHALL BE 3'-0" WIDE MINIMUM UNLESS OTHERWISE NOTED.
9. ALL HARDWARE TO BE LEVER TYPE PER UNIFORM BUILDING CODE.
10. "TYPICAL" MEANS IDENTICAL FOR ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.

**SHEET INDEX**

- G01 TITLE SHEET
- G02 SITE PLAN
- A1 FLOOR PLAN - FIRST FLOOR
- A2 FLOOR PLAN - SECOND FLOOR
- A3 MECHANICAL PLAN
- A4 ELECTRICAL PLAN
- A5 EXTERIOR ELEVATIONS
- E100 EXISTING CONDITIONS
- E110 EXISTING FOUNDATION
- E120 EXISTING STRUCTURAL
- E130 EXISTING MECHANICAL
- E140 EXISTING ELECTRICAL
- E150 EXISTING PLUMBING
- E160 EXISTING ROOFING
- E170 EXISTING PAVING
- E180 EXISTING LANDSCAPE
- E190 EXISTING UTILITIES
- E200 EXISTING ENERGY REPORTS
- E210 EXISTING ENERGY MODEL
- P100 PROPOSED MECHANICAL PLAN
- P110 PROPOSED ELECTRICAL PLAN
- P120 PROPOSED PLUMBING PLAN
- P130 PROPOSED ROOFING PLAN
- M100 MECHANICAL PLAN
- M110 MECHANICAL PLAN - EXHAUST
- M120 MECHANICAL PLAN - VENT
- M130 MECHANICAL PLAN - CONDENSATE
- M140 MECHANICAL PLAN - FLEXIBLE DUCT
- M150 MECHANICAL PLAN - FLEXIBLE DUCT
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- M1000 MECHANICAL PLAN - FLEXIBLE DUCT



EXISTING PLAN  
SCALE: NOT TO SCALE



PROJECT LOCATION

VICINITY MAP

TENANT IMPROVEMENT - PRICING PLANS  
 APN# - 006-380-049  
 NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

**Deer Creek**  
 ARCHITECTURE + INTERIOR  
 501 NEVADA STREET  
 GRASS VALLEY, CA 95945  
 (530) 772-5060

**SERRA FORTNALLS Construction Company**  
 120 EAST MAIN STREET  
 GRASS VALLEY, CA 95945  
 (530) 772-1000

**REVISIONS**

DATE	DESCRIPTION

DATE: 04-22-2023  
 SCALE: AS NOTED  
 TITLE SHEET  
**G01**

**APPLICABLE CODES**

ALL WORK SHALL CONFORM TO THE FOLLOWING CODES:  
 CALIFORNIA BUILDING CODE  
 MECHANICAL, ELECTRICAL, PLUMBING, ENERGY  
 FIRE AND GREEN BUILDING CODE

**BUILDING DATA**

INTERIOR TENANT IMPROVEMENT

CONSTRUCTION TYPE: **VE - NON-PANED ONE STORY GATED**  
 OCCUPANCY TYPE: **S-1 AND S-2**  
 TOTAL AREA OF NEW BUILDING: **20,107 SF**

**SCOPE OF WORK**

BUILDING WILL BE NEW STEEL SHELL WAREHOUSE BUILDING FOR INTERIOR OF SHELL. THIS SCOPE OF WORK IS TENANT IMPROVEMENT FOR INTERIOR OF SHELL. NEW METAL WAREHOUSE BUILDING TO BE IMPROVED FOR COUNTY STORAGE FACILITY.

NO CHANGE TO NEW STEEL BUILDING FOOTPRINT

- ELECTRICAL & LIGHTING PER PLANS
- MECHANICAL PER PLANS
- PLUMBING - PER PLANS

NEW INSULATION IN EXTERIOR WALLS & ROOF PER ARCHITECTURAL PLANS. NEW CHAIR BOLDS & ANCHORS PER PLANS. NEW FLOOR FINISHES AS INDICATED PER PLANS. NEW CEILING FINISHES AS INDICATED PER PLANS. CANNERY ALLOWANCES PER PLANS.

**ACCESSIBILITY NOTES**

NEW BUILDING- FULLY ACCESSIBLE

**CONTACT INFORMATION**

**OWNER**  
 SERRA FORTNALLS CONSTRUCTION COMPANY  
 120 EAST MAIN STREET  
 GRASS VALLEY, CA 95945  
 CONTACT: KEVIN ALLEN  
 EMAIL: kallen@serrefc.com

**CONTRACTOR**  
 OWNER/BUILDER (SAME AS ABOVE)

**DESIGN PROFESSIONAL**  
 JOHN BAUER, ARCHITECT  
 LICENSE: P-307674  
 ADDRESS: 327 NEVADA STREET  
 GRASS VALLEY, CA 95945  
 PHONE: (530) 472-2029  
 EMAIL: JOHN@BAUERDESIGN.COM

**MUSIC DESIGN BUILD** (ON HEATING AND AC)  
 A/T/N: ROSE BREWER  
 120 EAST MAIN STREET  
 GRASS VALLEY, CA 95945  
 PHONE: (530) 772-5337  
 EMAIL: RBREWER@SERREFC.COM

**ELECTRICAL ENGINEER**  
 GRASS VALLEY ELECTRIC  
 1700 W. MAIN STREET  
 GRASS VALLEY, CA 95945  
 ADDRESS: 10713 TOUGH AND READY HWY  
 GRASS VALLEY, CA 95945  
 ADDRESS: 146 SCANDLING AVE.  
 GRASS VALLEY, CA 95945  
 PHONE: (530) 472-8781  
 EMAIL: mnt.man@grassvalley.net

**PLUMBING DESIGN BUILD**  
 A/T/N: RAYTT MOORE  
 120 EAST MAIN STREET  
 GRASS VALLEY, CA 95945  
 ADDRESS: 146 SCANDLING AVE.  
 GRASS VALLEY, CA 95945  
 PHONE: (530) 472-8781  
 EMAIL: mnt.man@grassvalley.net

TENANT IMPROVEMENT - PRICING PLANS  
 APN# - 006-380-049  
 NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

**Deer Creek**  
 STUDIO  
 ARCHITECTURE & INTERIORS  
 50 NEMARA STREET  
 RENO, NV, CA 89501  
 (775) 795-7400

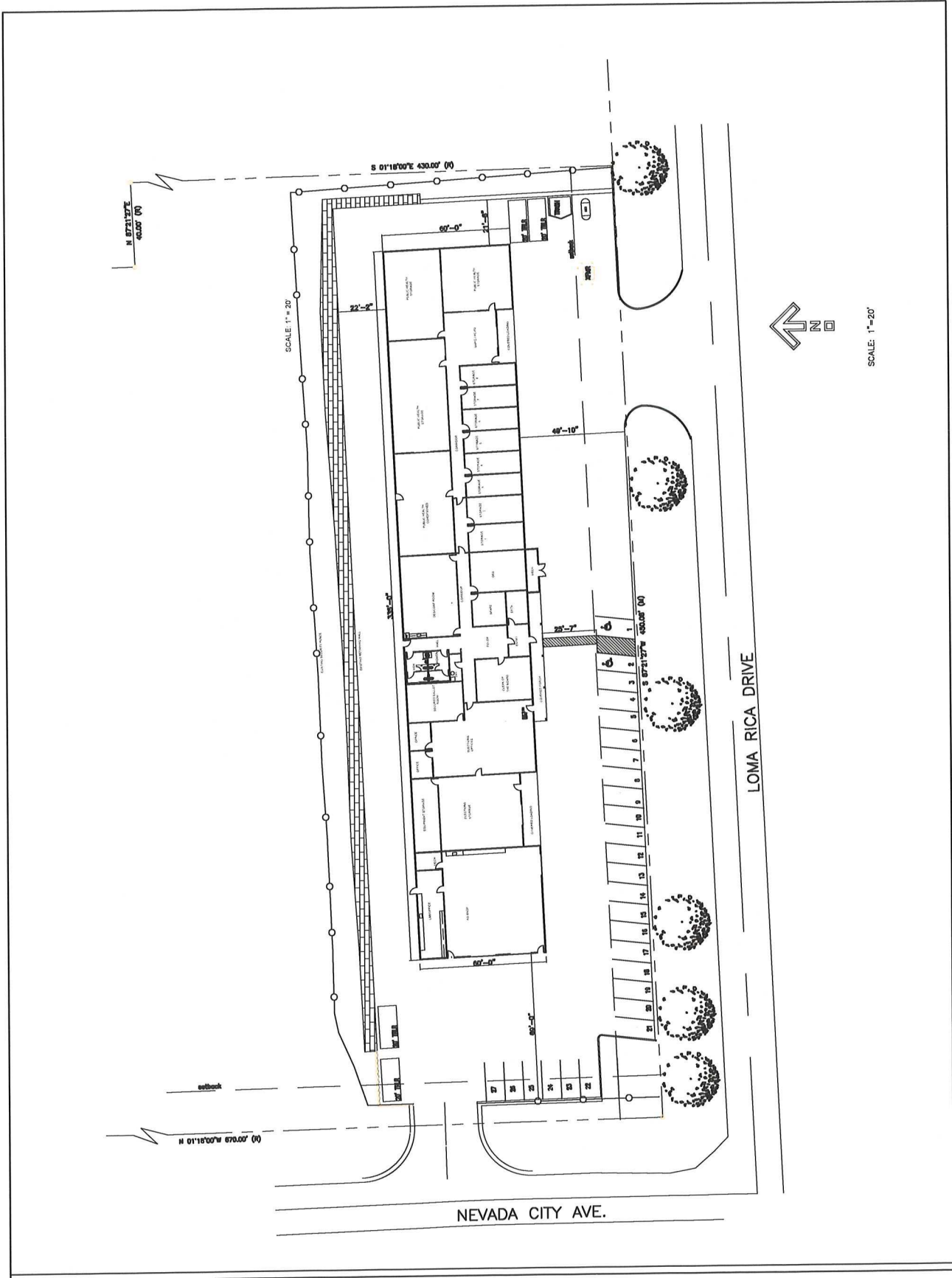
**PROJECTIONS**

- ▽ 1/4" = 1'-0" (AS SHOWN)
- ▽ 1/8" = 1'-0" (AS SHOWN)
- ▽ 1/2" = 1'-0" (AS SHOWN)
- ▽ 3/4" = 1'-0" (AS SHOWN)
- ▽ 1" = 1'-0" (AS SHOWN)

DATE: 04-20-2021  
 JOB NO.:  
 SCALE: AS NOTED

**SITE PLAN**

# G02



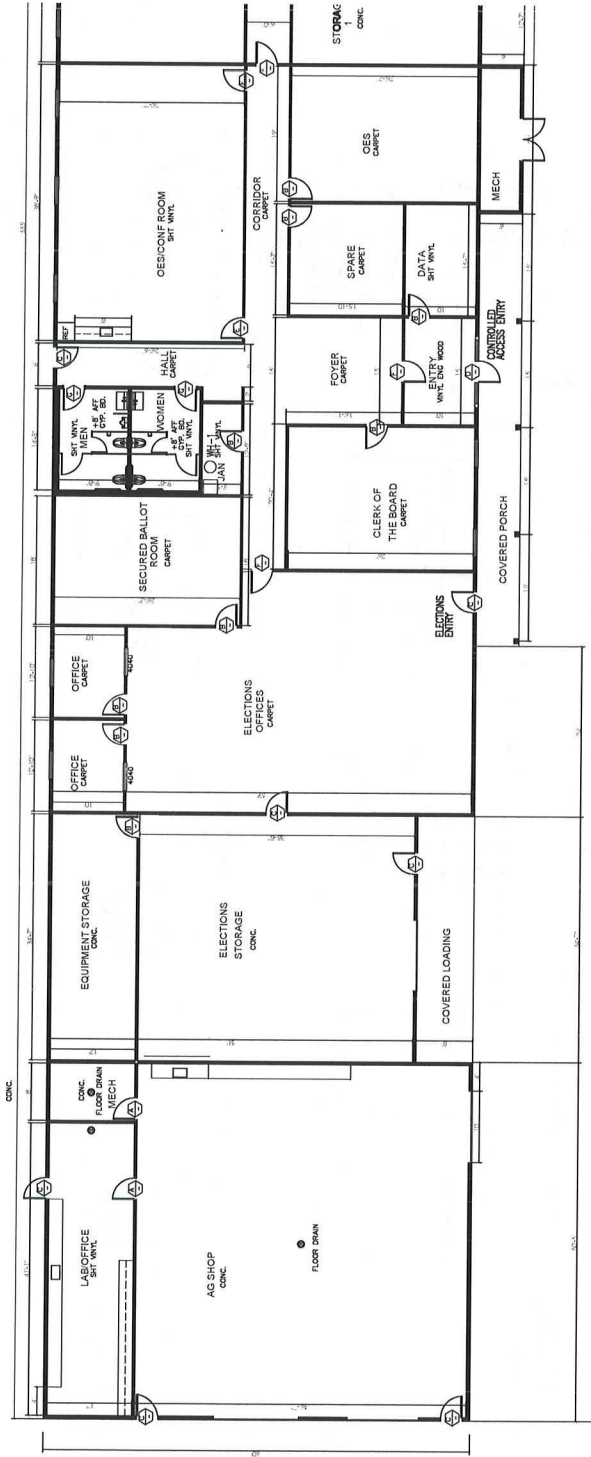
NEVADA COUNTY STORAGE FACILITY  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

Deer Creek  
STUDIO  
ARCHITECTURE + INTERIORS  
321 N. KENYA STREET  
RENO, NV 89509  
(775) 785-1455

SUBIRA POUTOULLIS  
Construction Company  
135 EAST MAIN STREET  
GRASS VALLEY, CA 95945  
(530) 268-1000  
www.subira.com

REVISIONS  
DATE: APRIL 20, 2022  
JOB NO.  
SCALE: AS NOTED  
DESIGNED  
CHECKED  
DRAWN

A1



WEST HALF - PROPOSED FLOOR PLAN  
SCALE: 1/8" = 1'-0"

NOTES

1. INTERIOR FINISH: GYP BOARD ON INSULATION AT ROOF AND TO INSULATION AT FURRED OUT EXTERIOR WALLS. INTERIOR WALLS: GYP BOARD ON INSULATION AT ROOF AND TO INSULATION AT FURRED OUT EXTERIOR WALLS. INTERIOR FLOORING: POLISHED CONCRETE. INTERIOR CEILING: 2' X 4' GYP BOARD ON INSULATION AT ROOF AND TO INSULATION AT FURRED OUT EXTERIOR WALLS. INTERIOR DOOR AND WINDOW FRAMES: TRIPLE GLASS, BRONZE FINISH. INTERIOR DOORS AND DOORS OPENING TO UNCONDITIONED AREAS: INSTALL GASKETING, WEATHERSTRIPPING, ETC. AT EXTERIOR DOORS & DOORS OPENING TO UNCONDITIONED AREAS.
2. ADA RESTROOMS: USE BARRIERS, TRADITIONAL SYSTEM CURBLES OR APPROVED EQUAL.
3. EXPOSED CONCRETE FLOORS TO BE SEALED WITH BRUSH FINISH.
- 4.
- 5.
- 6.



Exhibit "B"

NEVADA COUNTY STORAGE FACILITY  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

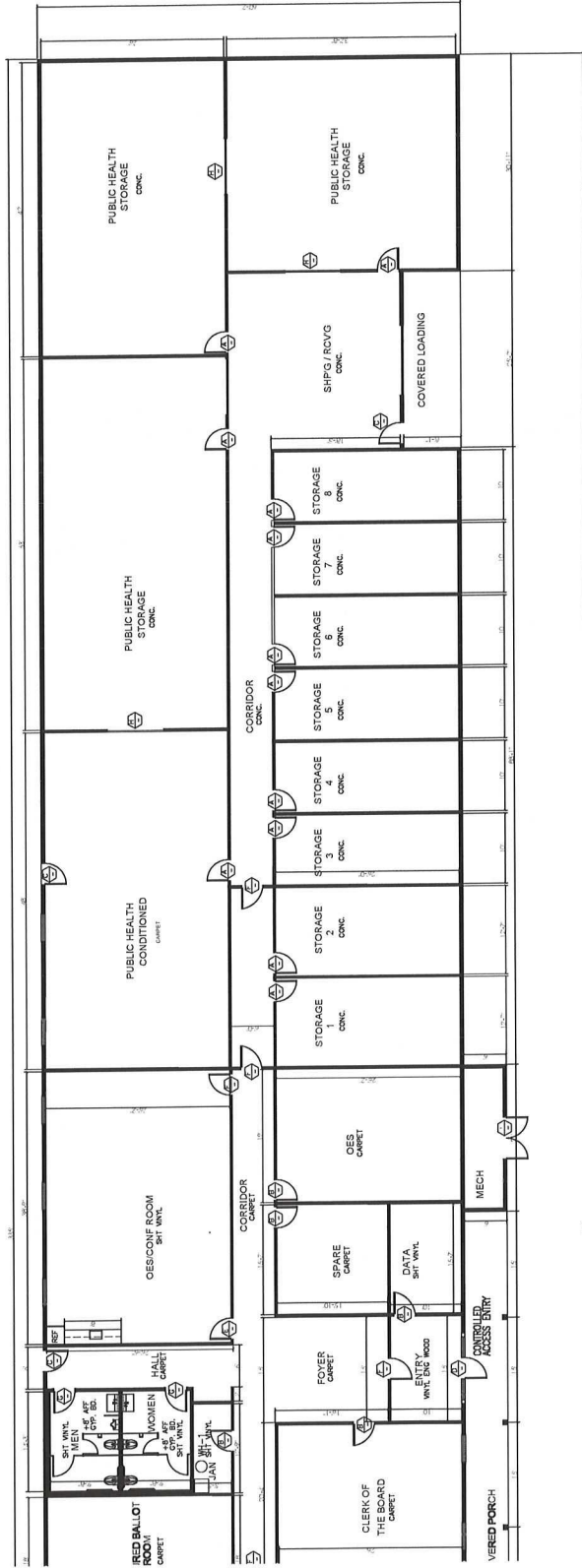
**Deer Creek**  
Studio  
ARCHITECTURE + INTERIORS  
321 NEVADA STREET  
NEVADA CITY, CA 95959  
(530) 742-2485

**SIERRA PUEBLLAS**  
Construction Company  
135 EAST MAIN STREET  
GRASS VALLEY, CA 95945  
707.962.9400  
WWW.SIERRAPUEBLAS.COM

REVISIONS  
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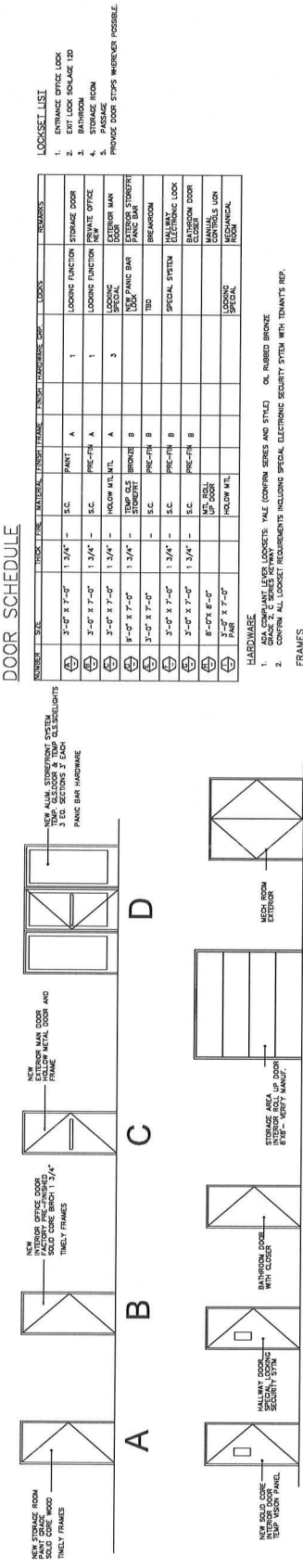
DATE: APRIL 20, 2023  
JOB NO.  
SCALE: AS NOTED  
PROJECT:  
DRAWING:  
CLASSIFICATION:

A2



1 EAST HALF - PROPOSED FLOOR PLAN  
SCALE: 1/8"=1'-0"

Exhibit 'B'



DOOR SCHEDULE

NUMBER	SYMBOL	TRUCK FRAME	MATERIAL	TIMELY FRAME	TIMELY THRESHOLD	GLASS	LOCKS	REMARKS
1	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PANT A		1	LOOKING FUNCTION	STORAGE ROOM
2	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN A		1	LOOKING FUNCTION	NEW/ATE OFFICE
3	(Symbol)	3'-0" X 7'-0"	1 3/4" - HOLOW W/IL	A		3	LOOKING	EXTERIOR MAN
4	(Symbol)	3'-0" X 7'-0"	1 3/4" - TRAP GLS STORMW	B		3	LOOKING	EXTERIOR STREET
5	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	MECHANICAL
6	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	HALLWAY LOCK
7	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
8	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
9	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
10	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
11	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
12	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
13	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
14	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
15	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
16	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
17	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
18	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
19	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR
20	(Symbol)	3'-0" X 7'-0"	1 3/4" - S.C.	PRE-FIN B			LOOKING	REAR DOOR

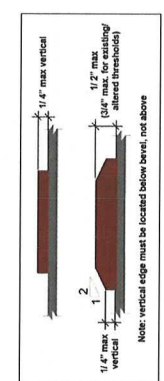
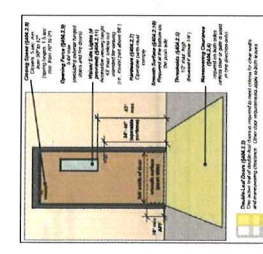
HEADRISE  
 1. 3/4" MAX. HEADRISE (DOORS WITH 1/2" GLASS) OR RUBBER BRIDGE  
 2. 3/4" MAX. HEADRISE (DOORS WITH 1/2" GLASS) OR RUBBER BRIDGE  
 3. 3/4" MAX. HEADRISE (DOORS WITH 1/2" GLASS) OR RUBBER BRIDGE

FRAMES  
 A. DOOR AND WINDOW FRAMES TIMELY (COLOR: BRONZE)  
 1. PROVIDE THE BOTTOM 10 INCHES OF DOORS WITH A SMOOTH UNTEXTURED SURFACE (ALL EDGES OF DOORS) THAT ALLOWS DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.  
 2. ALL GLASS DOORS SHALL BE SET IN MOTION WITH SUBJECT TO A JOG FORCE. THE DOOR SHALL SWING TO THE OPEN POSITION WITHOUT THE NEED TO BE OPENED TO POINTS TO WHICH IT IS TO BE OPENED.  
 3. GATES INSTALLED SHALL COMPLY WITH THE SAME REQUIREMENTS AS DOORS FOR ACCESS & EGRESS.

WINDOW SCHEDULE



1. NEW FIXED CLASS INTERIOR WINDOW SEE DETAIL #6 - SHEET #4  
 TIMELY FRAME TO MATCH EXISTING FRAME  
 WINDOW SIZE: 4'-0" X 4'-0" HIGH



ACCESSIBLE THRESHOLD  
 SCALE: 3/8" = 1'-0"

ACCESSIBLE DOOR DETAIL  
 SCALE: 3/8" = 1'-0"

TENANT IMPROVEMENT  
 NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

Deer Creek  
 ARCHITECTURE + INTERIORS  
 571 NEVADA STREET  
 GRASS VALLEY, CA 95945  
 (530) 477-3300  
 (530) 477-3300

SIBERRA FOOTBALLS  
 Construction Company  
 135 FIVE MAN STREET  
 GRASS VALLEY, CA 95945  
 (530) 477-3300  
 (530) 477-3300

REVISIONS  
 1. CHECK FOR PRICING  
 2. 10-22-2022  
 3. 10-22-2022  
 4. 10-22-2022  
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 100. 10-22-2022

A3  
 DATE: 4-22-2022  
 JOB NO.  
 SCALE: 1/4" = 1'-0"  
 DOOR AND WINDOW SCHEDULE

NEVADA COUNTY STORAGE FACILITY  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

Deer Creek  
ARCHITECTURE + INTERIORS  
1100 SOUTH MAIN STREET  
GRASS VALLEY, CA 95945  
(530) 439-3489

SURETAKA FOUNDATIONS  
Geotechnical Engineering  
131 EAST MAIN STREET  
GRASS VALLEY, CA 95945  
(530) 439-3489  
WWW.SURETAKA.COM

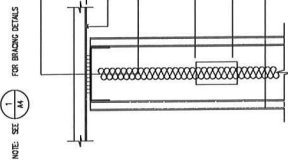
REVISIONS  
DATE: 4-20-2022  
BY: JRM/DMK  
CHECKED BY: JRM/DMK

DATE: 4-20-2022  
BY: JRM/DMK  
CHECKED BY: JRM/DMK

SCALE: AS NOTED

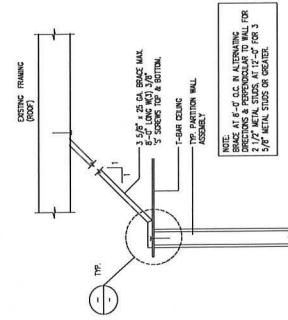
DETAILS

A4



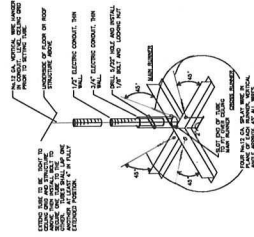
1. PARTITION WALL HEAD

SCALE: 3/4\"/>



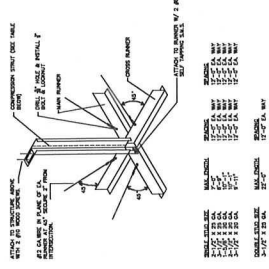
2. TYP. WALL BRACING

SCALE: 1/2\"/>



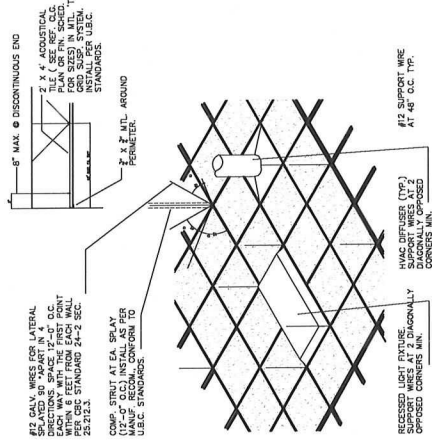
3. VERTICAL STRUT BRACING DETAIL

SCALE: 1/2\"/>



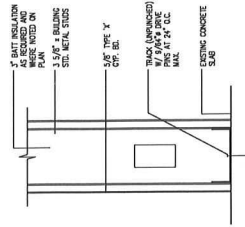
4. COMPRESSION STRUT

SCALE: 1/2\"/>



6. CEILING DETAIL

SCALE: 3/4\"/>



7. PARTITION WALL BASE

SCALE: 3/4\"/>

ALLOWABLE WALL HEIGHTS - 3 1/2\"/>

STUD SIZE	CA	SPACING	SPAN
3 1/2\"/>	18\"/>	16\"/>	8'-0\"/>
3 1/2\"/>	16\"/>	16\"/>	8'-0\"/>
3 1/2\"/>	14\"/>	16\"/>	8'-0\"/>
3 1/2\"/>	12\"/>	16\"/>	8'-0\"/>
3 1/2\"/>	10\"/>	16\"/>	8'-0\"/>
3 1/2\"/>	8\"/>	16\"/>	8'-0\"/>

\* METAL STUD MANUFACTURER'S ASSOC.  
\* AISC 1989 CODE OF ENCL. 643

ALLOWABLE WALL HEIGHTS - 2 1/2\"/>

STUD SIZE	CA	SPACING	SPAN
2 1/2\"/>	18\"/>	16\"/>	6'-0\"/>
2 1/2\"/>	16\"/>	16\"/>	6'-0\"/>
2 1/2\"/>	14\"/>	16\"/>	6'-0\"/>
2 1/2\"/>	12\"/>	16\"/>	6'-0\"/>
2 1/2\"/>	10\"/>	16\"/>	6'-0\"/>
2 1/2\"/>	8\"/>	16\"/>	6'-0\"/>

\* METAL STUD MANUFACTURER'S ASSOC.  
\* AISC 1989 CODE OF ENCL. 643

ALLOWABLE WALL HEIGHTS - 6\"/>

STUD SIZE	CA	SPACING	SPAN
6\"/>	18\"/>	24\"/>	12'-0\"/>
6\"/>	16\"/>	24\"/>	12'-0\"/>
6\"/>	14\"/>	24\"/>	12'-0\"/>
6\"/>	12\"/>	24\"/>	12'-0\"/>
6\"/>	10\"/>	24\"/>	12'-0\"/>
6\"/>	8\"/>	24\"/>	12'-0\"/>

\* METAL STUD MANUFACTURER'S ASSOC.  
\* AISC 1989 CODE OF ENCL. 643

5. STUD SIZE, SPAN & SPACING SCHEDULE

SCALE: N/A

**BOBRICK**  
Technical Data

**B-3013**  
RECESSED TOILET SEAT COVER DISPENSER

**DETAILS:**  
- Toilet Seat Cover Dispenser: Bobrick Model # B-3013  
- Toilet Paper Dispenser: Braintree Model # B-2425-200000  
- Sanitary Napkin Dispenser: Bobrick Model # B-3513  
- Mirror: Bobrick Model # B-293-24398  
- Soap Dispenser: GOJO Model # S1510-06  
- Automatic Paper Towel Dispenser: Bobrick Model # 3974-250  
- AC Adapter Kit for Paper Towel Dispenser: Bobrick Model # 3974-27  
- Hand Sanitizer: Purell Model # 2120-06  
- Waste Bin: Bobrick Model # B-277

**INSTALLATION:**  
- Mount on wall or cabinet. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**BOBRICK**  
Technical Data

**3974-250**  
Countertop AUTOMATIC UNIVERSAL ROLL PAPER TOWEL MODULE

**DETAILS:**  
- Countertop Paper Towel Dispenser: Bobrick Model # 3974-250  
- AC Adapter Kit for Paper Towel Dispenser: Bobrick Model # 3974-27

**INSTALLATION:**  
- Mount on countertop. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**BOBRICK**  
Technical Data

**B-3513**  
TrimLineSeries™ SANITARY NAPKIN DISPOSAL

**DETAILS:**  
- Sanitary Napkin Dispenser: Bobrick Model # B-3513

**INSTALLATION:**  
- Mount on wall. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**NEVADA COUNTY BATHROOM ACCESSORIES**

**Deer Creek**  
RUSTIC  
APERTURE + INTERIOR  
50 LOMA RICA DRIVE  
GRASS VALLEY, CA 95945  
(530) 772-3300  
(530) 702-3490

**ESTERIA FOUNTAINS**  
Sustainable Design  
50 LOMA RICA DRIVE  
GRASS VALLEY, CA 95945  
(530) 772-3300  
(530) 702-3490

**ELKAY**  
RESTROOM FIXTURES  
Ebay Retro Bidet Filing Station - Model B-230366  
Map Sink Shelf Rack - Bobrick Model # B-230366  
Hi-Lo Drinking Fountain - Ebay Model # L2571AM02X  
Drinking Fountain Grab Bar - Bobrick Model # E13298

**NEVADA COUNTY STORAGE FACILITY**  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

**BOBRICK**  
Technical Data

**B-277**  
CountertopSeries™ WASTE RECEPTACLE with LinerMate®

**DETAILS:**  
- Countertop Waste Receptacle: Bobrick Model # B-277

**INSTALLATION:**  
- Mount on countertop. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**BOBRICK**  
Technical Data

**B-224**  
UTILITY SHELF WITH MOP/ROOM HOLDERS AND RAG HOODS

**DETAILS:**  
- Utility Shelf with Mop/Room Holders and Rag Hoods: Bobrick Model # B-224

**INSTALLATION:**  
- Mount on wall. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**BOBRICK**  
Technical Data

**B-293**  
TILT MIRROR WITH STAINLESS STEEL FRAME

**DETAILS:**  
- Tilt Mirror with Stainless Steel Frame: Bobrick Model # B-293

**INSTALLATION:**  
- Mount on wall. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**BOBRICK**  
Technical Data

**819298**  
15 INCHES DIAMETER DRINKING FOUNTAIN GRAB BAR

**DETAILS:**  
- Drinking Fountain Grab Bar: Bobrick Model # 819298

**INSTALLATION:**  
- Mount on wall. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**NEVADA COUNTY STORAGE FACILITY**  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

**GOJO FIX-17 DISPENSER DIMENSIONS**

**DETAILS:**  
- GOJO FIX-17 Dispenser: GOJO Model # FIX-17

**INSTALLATION:**  
- Mount on wall. See dimensions for mounting hole locations.  
- Allow for proper ventilation around the unit.  
- Follow local plumbing and electrical codes.

**NEVADA COUNTY STORAGE FACILITY**  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

**NEVADA COUNTY STORAGE FACILITY**  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

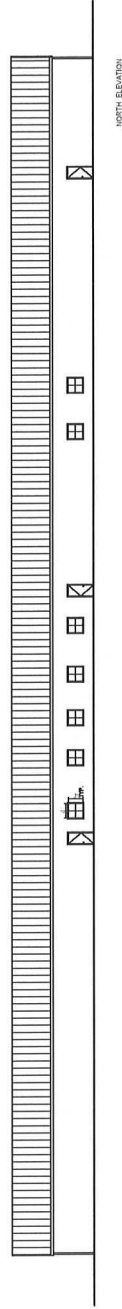
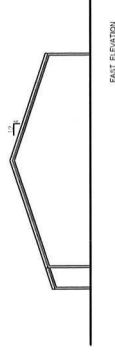
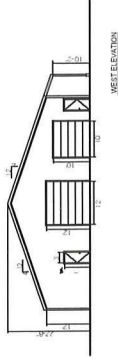
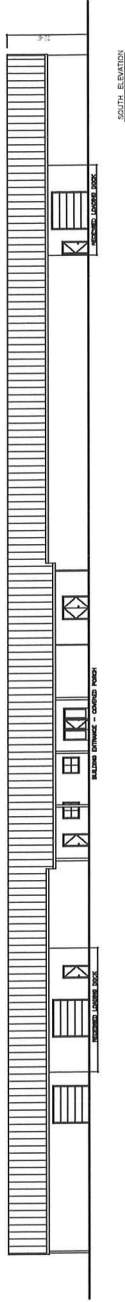
Deer Creek  
 STUDIO  
 ARCHITECTURE + INTERIOR  
 521 NEVADA STREET  
 GRASS VALLEY, CA 95945  
 (530) 476-3469



REVISIONS  
 △ JOSE FOR PRICING  
 △ 4-25-2022

DATE: 4-25-2022  
 JOB NO.  
 SCALE: 1/8" = 1'-0"  
 EXTERIOR ELEVATIONS

A6













**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**1. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**2. PROJECT SCOPE**  
 (a) Total Conditioned Floor Area (CF) [ ]  
 (b) Total Unconditioned Floor Area (UF) [ ]  
 (c) Total Area of Work (TA) [ ]

**3. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**4. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**5. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**6. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**7. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**8. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**9. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**10. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**11. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**12. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**13. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**14. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**15. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**16. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**17. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**18. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**19. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**20. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**21. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**22. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**23. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**24. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]


**25. COMPLIANCE NOTES**  
 [ ]

**STATE OF CALIFORNIA**  
**MERCED COUNTY**  
**HEALTH CARE FACILITY**  
**STORAGE FACILITY**  
 Project Name: STORAGE FACILITY  
 Project Address: 13470 LOMA RICA DRIVE  
 Report Date: 04/22/2022

**26. GENERAL INFORMATION**  
 (a) Project Location: [ ]  
 (b) Designation: [ ]  
 (c) Project Type: [ ]

**27. COMPLIANCE RESULTS**  
 (a) Compliance Status: [ ]  
 (b) Compliance Score: [ ]

**28. COMPLIANCE NOTES**  
 [ ]

<p><b>GENERAL NOTES</b></p> <p>1. All work shall be in accordance with the approved plans and specifications.</p> <p>2. The contractor shall be responsible for obtaining all necessary permits.</p> <p>3. All materials and workmanship shall be subject to inspection and approval by the Authority Having Jurisdiction.</p>	<p><b>LEGEND</b></p> <p>1. [Symbol] [Description]</p> <p>2. [Symbol] [Description]</p> <p>3. [Symbol] [Description]</p>	<p><b>NOTES</b></p> <p>1. [Note text]</p> <p>2. [Note text]</p> <p>3. [Note text]</p>		<p><b>Project Name and Address</b></p> <p><b>Grass Valley Electric</b></p> <p>G. Brady Proor 15475 Loma Rica Drive Grass Valley, CA 95945</p>	<p><b>Project No.</b></p> <p>4-23-2022</p> <p><b>Scale</b></p> <p>N/A</p> <p><b>Sheet</b></p> <p>T-24 - 2</p>
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**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**6. CERTIFY REQUIREMENTS (BUREAU)**

7. **EXCEPTIONAL CONDITIONS**

8. **ADDITIONAL REMARKS**

9. **OUTDOOR LIGHTING FEATURE SCHEDULE**

Item No.	Description	Quantity	Unit	Notes
01	LED Worklight	1	Each	1.5m from property line
02	LED Worklight	1	Each	1.5m from property line
03	LED Worklight	1	Each	1.5m from property line

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**10. LIGHTING ALLOWANCE PER APPLICATION**

**11. LIGHTING ALLOWANCE PER APPLICATION**

**12. LIGHTING ALLOWANCE PER APPLICATION**

**13. LIGHTING ALLOWANCE PER APPLICATION**

**14. LIGHTING ALLOWANCE PER APPLICATION**

**15. LIGHTING ALLOWANCE PER APPLICATION**

**16. LIGHTING ALLOWANCE PER APPLICATION**

**17. LIGHTING ALLOWANCE PER APPLICATION**

**18. LIGHTING ALLOWANCE PER APPLICATION**

**19. LIGHTING ALLOWANCE PER APPLICATION**

**20. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**21. LIGHTING ALLOWANCE PER APPLICATION**

**22. LIGHTING ALLOWANCE PER APPLICATION**

**23. LIGHTING ALLOWANCE PER APPLICATION**

**24. LIGHTING ALLOWANCE PER APPLICATION**

**25. LIGHTING ALLOWANCE PER APPLICATION**

**26. LIGHTING ALLOWANCE PER APPLICATION**

**27. LIGHTING ALLOWANCE PER APPLICATION**

**28. LIGHTING ALLOWANCE PER APPLICATION**

**29. LIGHTING ALLOWANCE PER APPLICATION**

**30. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**31. LIGHTING ALLOWANCE PER APPLICATION**

**32. LIGHTING ALLOWANCE PER APPLICATION**

**33. LIGHTING ALLOWANCE PER APPLICATION**

**34. LIGHTING ALLOWANCE PER APPLICATION**

**35. LIGHTING ALLOWANCE PER APPLICATION**

**36. LIGHTING ALLOWANCE PER APPLICATION**

**37. LIGHTING ALLOWANCE PER APPLICATION**

**38. LIGHTING ALLOWANCE PER APPLICATION**

**39. LIGHTING ALLOWANCE PER APPLICATION**

**40. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**41. LIGHTING ALLOWANCE PER APPLICATION**

**42. LIGHTING ALLOWANCE PER APPLICATION**

**43. LIGHTING ALLOWANCE PER APPLICATION**

**44. LIGHTING ALLOWANCE PER APPLICATION**

**45. LIGHTING ALLOWANCE PER APPLICATION**

**46. LIGHTING ALLOWANCE PER APPLICATION**

**47. LIGHTING ALLOWANCE PER APPLICATION**

**48. LIGHTING ALLOWANCE PER APPLICATION**

**49. LIGHTING ALLOWANCE PER APPLICATION**

**50. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**51. LIGHTING ALLOWANCE PER APPLICATION**

**52. LIGHTING ALLOWANCE PER APPLICATION**

**53. LIGHTING ALLOWANCE PER APPLICATION**

**54. LIGHTING ALLOWANCE PER APPLICATION**

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**59. LIGHTING ALLOWANCE PER APPLICATION**

**60. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**61. LIGHTING ALLOWANCE PER APPLICATION**

**62. LIGHTING ALLOWANCE PER APPLICATION**

**63. LIGHTING ALLOWANCE PER APPLICATION**

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**69. LIGHTING ALLOWANCE PER APPLICATION**

**70. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**71. LIGHTING ALLOWANCE PER APPLICATION**

**72. LIGHTING ALLOWANCE PER APPLICATION**

**73. LIGHTING ALLOWANCE PER APPLICATION**

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**79. LIGHTING ALLOWANCE PER APPLICATION**

**80. LIGHTING ALLOWANCE PER APPLICATION**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**PERMITS TO CONSTRUCT**  
**OUTDOOR LIGHTING**

Project Name: Nevada County Storage Building  
Project Address: 12475 Loma Rica Drive  
Report Date: 04/14/2022

**81. LIGHTING ALLOWANCE PER APPLICATION**

**82. LIGHTING ALLOWANCE PER APPLICATION**

**83. LIGHTING ALLOWANCE PER APPLICATION**

**84. LIGHTING ALLOWANCE PER APPLICATION**

**85. LIGHTING ALLOWANCE PER APPLICATION**

**86. LIGHTING ALLOWANCE PER APPLICATION**

**87. LIGHTING ALLOWANCE PER APPLICATION**

**88. LIGHTING ALLOWANCE PER APPLICATION**

**89. LIGHTING ALLOWANCE PER APPLICATION**

**90. LIGHTING ALLOWANCE PER APPLICATION**



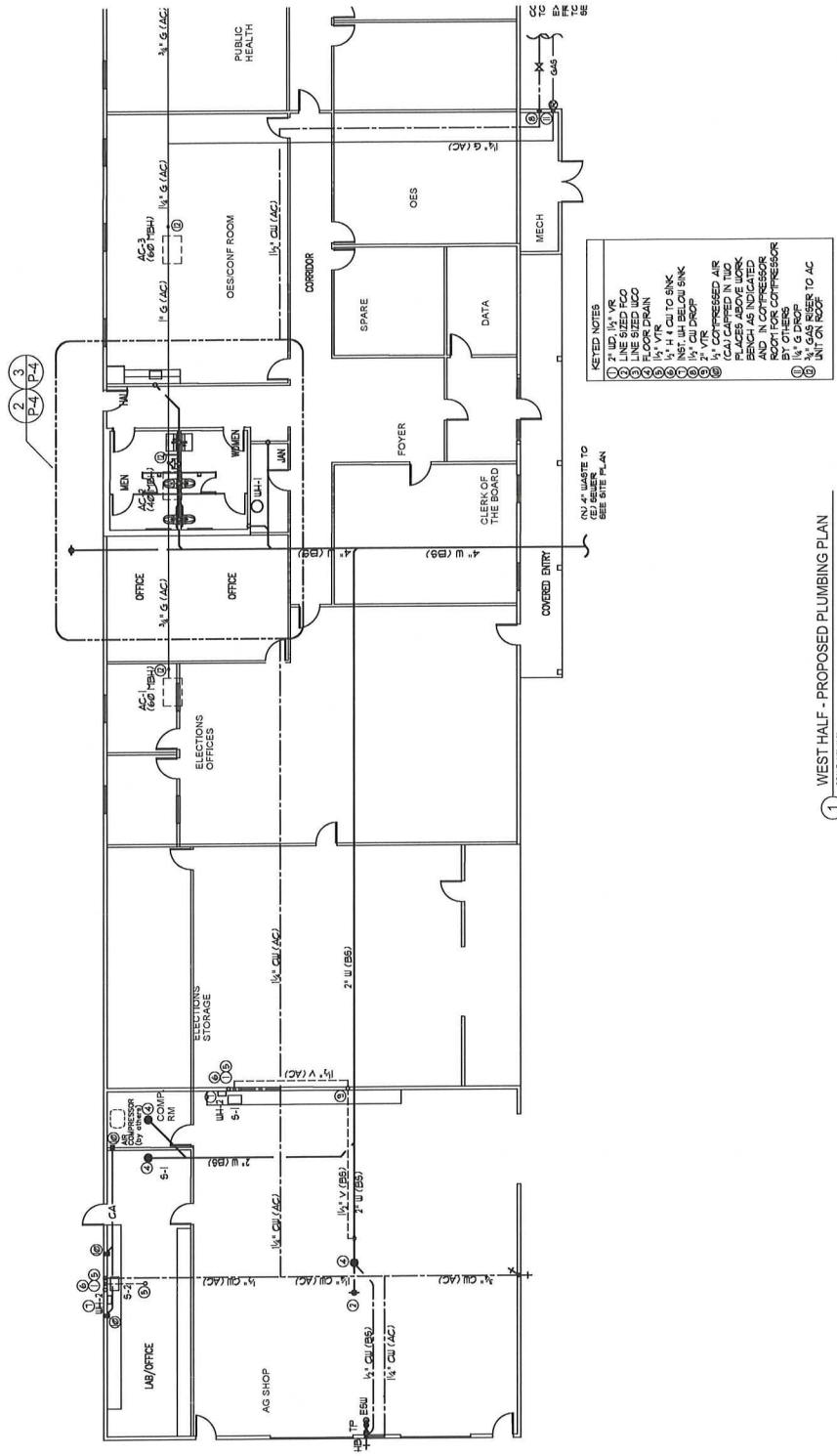
NEVADA COUNTY STORAGE FACILITY  
12470 LOMA RICA DRIVE  
GRAES VALLEY, CA

**Deer Creek**  
STUDIO  
ARCHITECTURE + INTERIORS  
251 NEVADA STREET  
DUNSMITH, CA 95938  
(530) 747-2426

**SUREHA PROPERTIES**  
Construction Company  
135 DEER CREEK STREET  
DUNSMITH, CA 95938  
(530) 747-5300  
www.sureha.com

DATE: 04/12/2022  
DRAWN: J. HOFFER  
CHECKED: J. HOFFER  
PROJECT: PLUMBING PLAN

P2.0



- KEYED NOTES**
- 1 2" WD, 1/4" VTR
  - 2 LINE SIZED PCD
  - 3 1/2" VTR
  - 4 FLOOR DRAIN
  - 5 1/4" VTR
  - 6 1/4" CU TO SINK
  - 7 1/4" CU TO SINK
  - 8 1/4" CU DROPP
  - 9 2" VTR
  - 10 COMPRESSOR AIR
  - 11 COMPRESSOR AIR
  - 12 COMPRESSOR AIR
  - 13 PLACES ABOVE WORK
  - 14 BENCH AS INDICATED
  - 15 1/2" COMPRESSOR
  - 16 1/2" COMPRESSOR
  - 17 BY OTHERS
  - 18 1/4" G DROPP
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1 WEST HALF - PROPOSED PLUMBING PLAN  
SCALE: 1/8" = 1'-0"

(N) 4" WASTE TO  
(E) 4" WASTE TO  
SEE OTHER PLAN

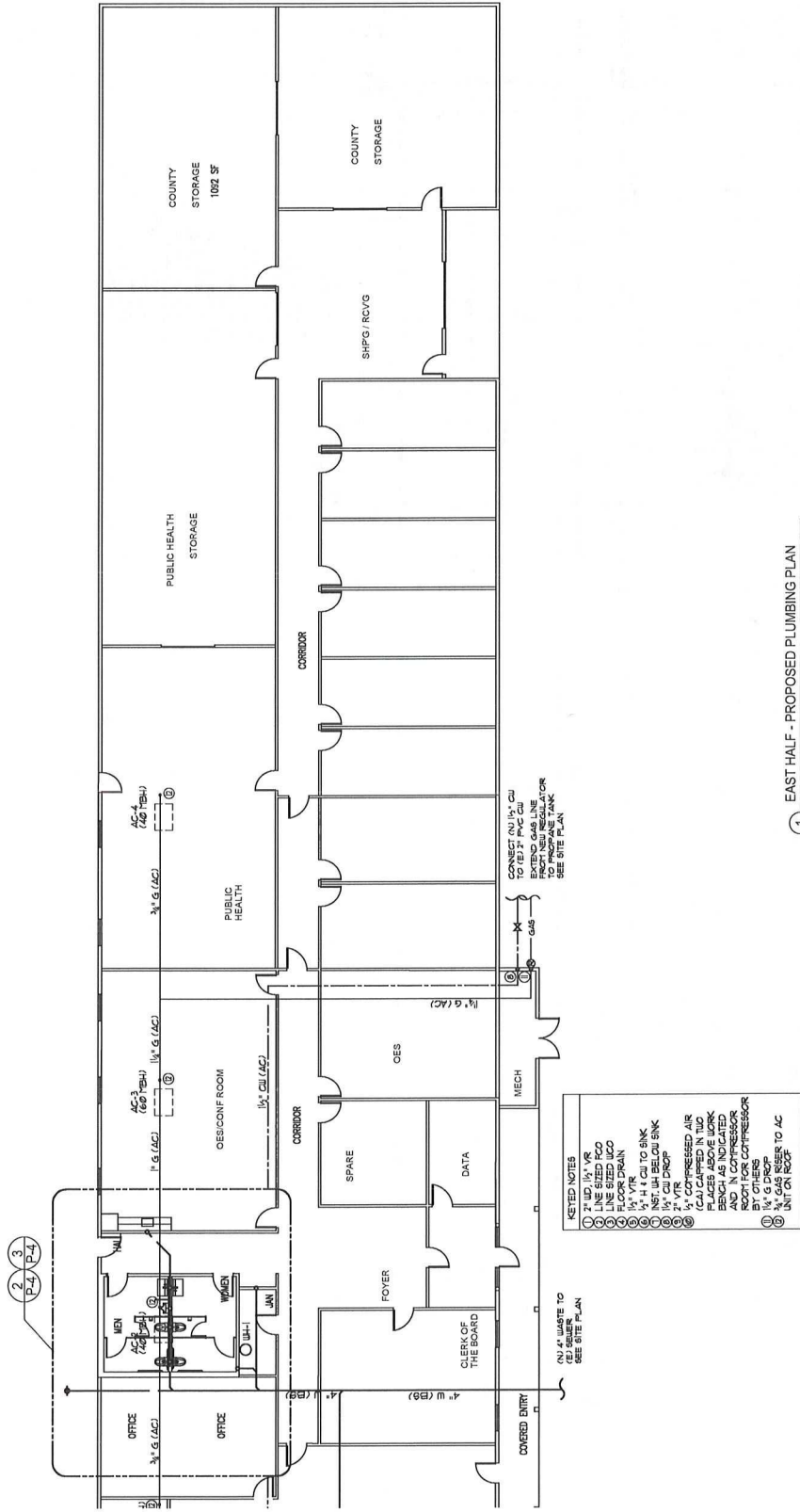
NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

**Deer Creek**  
 STUDIO  
 ARCHITECTURE + INTERIORS  
 221 W. MAIN STREET  
 SUITE 100  
 GRASS VALLEY, CA 95945  
 (530) 475-3489

**SUREKA FOUNTAIN'S**  
 Construction Company  
 101 WEST MAIN STREET  
 SUITE 100  
 GRASS VALLEY, CA 95945  
 (530) 477-3300  
 (530) 475-3489  
 FOUNDRY

DATE: 04/12/2012  
 DRAWN BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 APPROVED BY: [REDACTED]  
 INTERFERED BY: [REDACTED]

P3.0



1 EAST HALF - PROPOSED PLUMBING PLAN  
 SCALE: 1/8" = 1'-0"

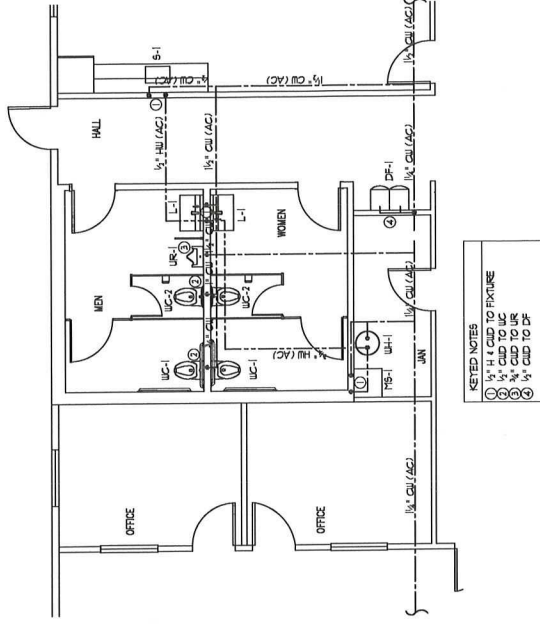
NEVADA COUNTY STORAGE FACILITY  
 12470 TOMA RICA DRIVE  
 GRASS VALLEY, CA

Deer Creek  
 TRADING  
 MECHANICAL & INTERIORS  
 1000 W. 10TH STREET  
 GRASS VALLEY, CA 95945  
 (530) 419-3468

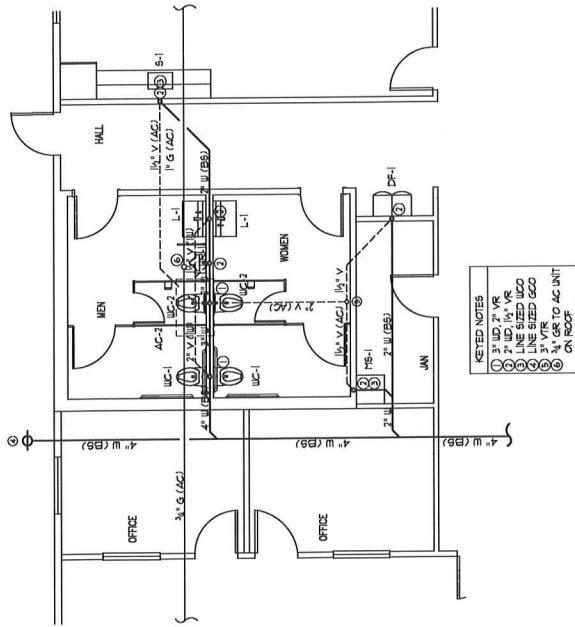
SUBHA POUYALIS  
 Construction Company  
 135 EAST 10th STREET  
 GRASS VALLEY, CA 95945  
 (530) 419-3468

DATE: 04/12/2012  
 SCALE: AS NOTED  
 DRAWING NO.: 20120201-04

P4.0



③ PROPOSED WATER PLAN  
 SCALE: 1/8"=1'-0"



② PROPOSED WASTE & VENT PLAN  
 SCALE: 1/8"=1'-0"

### HVAC ROOFTOP EQUIPMENT SCHEDULE

SYMBO	COOLING		HEATING		FAN		REMARKS
	CAPACITY (BTUH)	COIL CAPACITY (BTUH)	DR (T)	DR (T)	CRF	SP (F/SEC)	
1	26,630	80,646	18	18	18	20	ROOF MOUNTED PACKAGE GAS / ELECTRIC UNIT 14 SEER 13 BEER ARE, 18K 12" X 24" R.A.J. 1.5A, 17.5 DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P
2	21,160	71,645	18	18	18	20	ROOF MOUNTED PACKAGE GAS / ELECTRIC UNIT 14 SEER 13 BEER ARE, 18K 12" X 24" R.A.J. 1.5A, 17.5 DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P
3	31,600	80,646	18	18	18	20	ROOF MOUNTED PACKAGE GAS / ELECTRIC UNIT 14 SEER 13 BEER ARE, 18K 12" X 24" R.A.J. 1.5A, 17.5 DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P
4	18,970	73,946	18	18	18	20	ROOF MOUNTED PACKAGE GAS / ELECTRIC UNIT 14 SEER 13 BEER ARE, 18K 12" X 24" R.A.J. 1.5A, 17.5 DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P

### DUCTLESS SPLIT EQUIPMENT SCHEDULE

SYMBO	COOLING		HEATING		FAN		REMARKS
	CAPACITY (BTUH)	COIL CAPACITY (BTUH)	DR (T)	DR (T)	CRF	SP (F/SEC)	
5	12,000	30,862	12	12	176-330	200/200V 11, 6.6KZ	NOOOR DUCTLESS SPLIT HIGH WALL UNIT 20 SEER, 14 BEER, 14.5A, 15.5A, 17.5A, 18.5A 12" X 24" R.A.J. 1.5A, 17.5 DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P
6	12,000	30,862	12	12	176-330	200/200V 11, 6.6KZ	OUTDOOR DUCTLESS SPLIT UNIT, 60" DUCT DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P
7	12,000	30,862	12	12	176-330	200/200V 11, 6.6KZ	NOOOR DUCTLESS SPLIT HIGH WALL UNIT 20 SEER, 14 BEER, 14.5A, 15.5A, 17.5A, 18.5A 12" X 24" R.A.J. 1.5A, 17.5 DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P
8	12,000	30,862	12	12	176-330	200/200V 11, 6.6KZ	OUTDOOR DUCTLESS SPLIT UNIT, 60" DUCT DPT: 47.1 X 47.1 D, 14.5" H, HEIGHT: 34P

### EXHAUST FAN SCHEDULE

SYMBO	DESCRIPTION	CRF	SP (F/SEC)	ELECT.	REMARKS
9	DIRECT DRIVE CEILING CABINET FAN	170	35	115V, 1.44 U	INSTALL BACKDRAFT DAMPERS 34" RPT. BOX, 1/4 6" DUCT
10	DIRECT DRIVE CEILING CABINET FAN	80	35	115V, 1.44 U	INSTALL BACKDRAFT DAMPERS 17" RPT. BOX, 1/4 4 or 6" DUCT
11	DIRECT DRIVE CEILING CABINET FAN	120	35	115V, 1.44 U	INSTALL BACKDRAFT DAMPERS 34" RPT. BOX, 1/4 6" DUCT

- NOTES
- INSTALLATION EXHAUST FAN ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
  - EXHAUST FAN E-1, E-2 SHALL BE WIRED TO WALL SWITCH.
  - EXHAUST FAN E-3 SHALL BE CONTROLLED BY ROOM THERMOSTAT (T).

NEVADA COUNTY STORAGE FACILITY  
12470 LOMA RICA DRIVE  
GRASS VALLEY, CA

**Deer Creek**  
ARCHITECTURE + INTERIORS  
501 N. KENYA STREET  
KENYA CITY, CA 95959  
(916) 436-4969

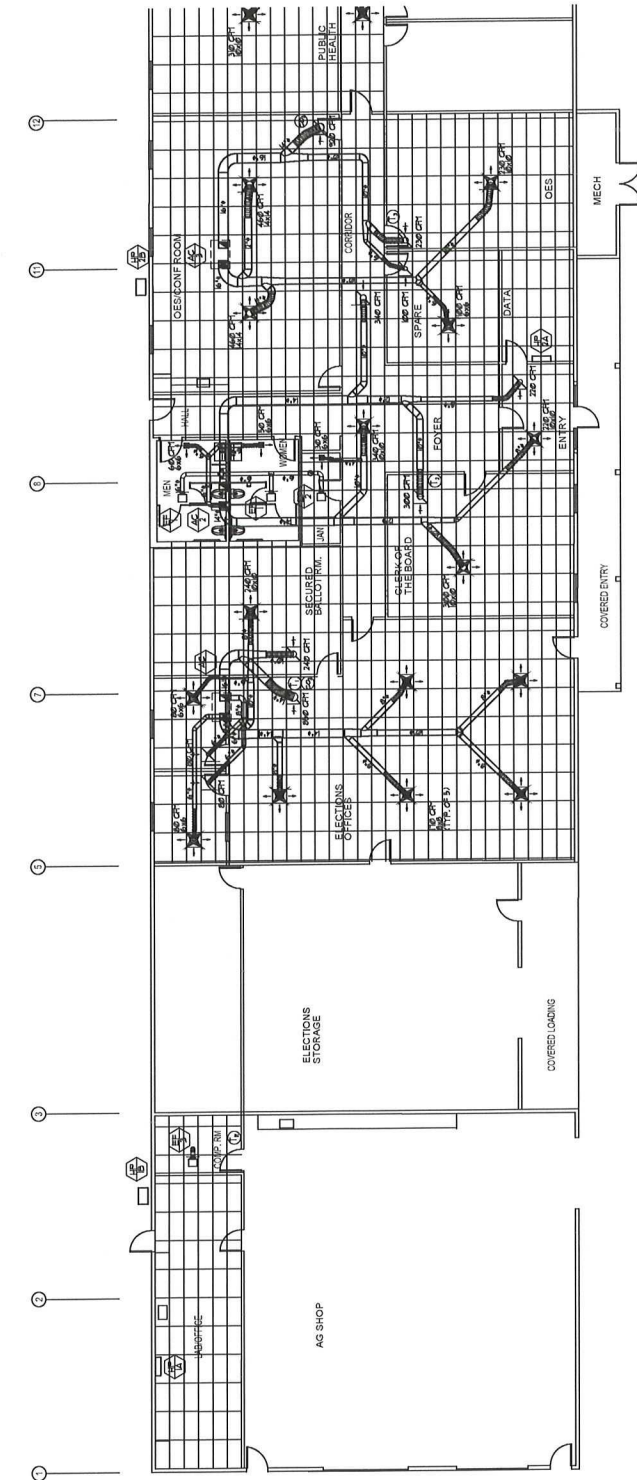
**SIERRA FLOORING**  
Construction Company  
135 EAST MAIN STREET  
GRASS VALLEY, CA 95940  
(916) 477-3300  
SIERRAFLOORING.COM

DATE: APRIL 11, 2022  
JOB NO.  
SCALE: AS NOTED  
REVISIONS: SEE SCHEDULES

M1.0



Exhibit "B"



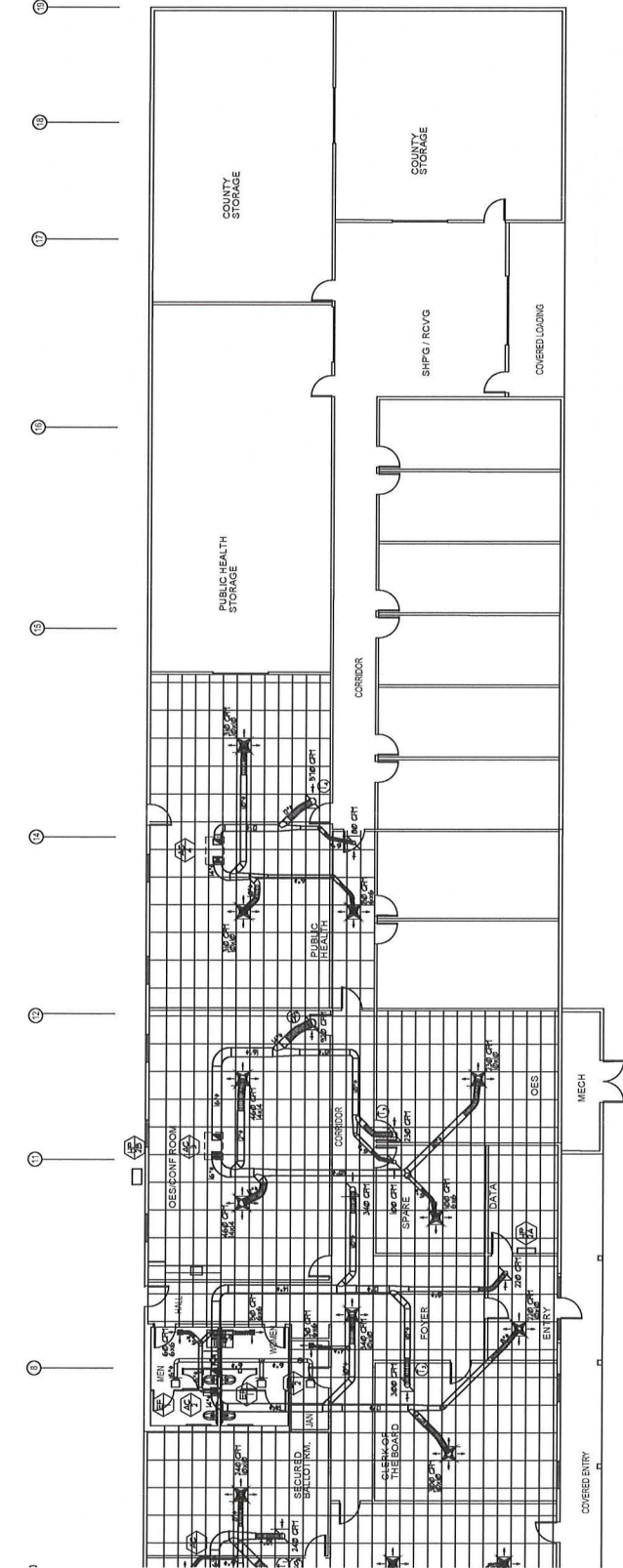
NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

**Deer Creek**  
 DESIGN ARCHITECTURE + INTERIORS  
 1501 W. 10TH STREET  
 GRASS VALLEY, CA 95945  
 (530) 472-3300  
 (530) 472-3405

**SIERRA FORTILLAS**  
 Construction Company  
 101 WEST MAIN STREET  
 GRASS VALLEY, CA 95945  
 (530) 477-3300  
 (530) 477-3300

2.00 SHEETS  
 DATE: 12.14.2022  
 DRAWN: J. GARDNER  
 CHECKED: J. GARDNER  
 PROJECT: NEVADA COUNTY STORAGE FACILITY  
 MECHANICAL PLAN

M2.0



NEVADA COUNTY STORAGE FACILITY  
 12470 LOMA RICA DRIVE  
 GRASS VALLEY, CA

**Deer Creek**  
 ARCHITECTURE + INTERIORS  
 521 NEVADA STREET  
 GRASS VALLEY, CA 95945  
 (530) 477-5300

**SURESH MOORTHY**  
 Consulting Company  
 135 EAST MAIN STREET  
 SUITE 100  
 GRASS VALLEY, CA 95945  
 (530) 477-5300  
 SURESH@SCOMP.COM

DATE: 11/15/2018  
 DRAWING NO.: M3.0  
 PROJECT NO.: 18-001  
 SHEET NO.: 1 OF 1  
 MECHANICAL PLAN

**M3.0**

# JOHN BARLEYCORN INVESTORS, LLC

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## Building Specifications

Nevada County Office/Storage Facility  
12740 Loma Rica Dr., Grass Valley, CA  
August 8, 2022

- Foundation to be 3,000 psi concrete. Pier and perimeter footings to be engineered design by building manufacturer. Slab to be 4" concrete with #3 rebar at 18" EW, over 4" base rock over 6 mil vapor barrier.
- Steel building to be:
  - 60' X 335' X 12' "CBC" steel building with gable roof at 4:12 pitch. Building designed with (15) bays clear span
  - bays, standard cable or rod bracing on both side walls, 95 - C wind load, 6 lb. collateral roof load, 60 lb. ground
  - and 37.8 lb. roof snow loads. Front wall of building has (2) 8' deep recessed loading dock areas with soffit and
  - (1) 6' X 81' projection canopy with soffit. Included in the canopy is a 6' X 21' mechanical roof that will be fully
  - enclosed. 26 gauge colored "Kynar" R-panel roofing, wall sheeting and trim. 26 gauge colored snow rated
  - gutters and downspouts included.
  - 6" MBI roof and 4" MBI wall insulation
  - (8) 3' X 7' steel man doors with narrow lite glass, heavy duty panic hardware and closer
  - (1) 6' X 7' steel man door with panic hardware and closer
  - (4) 10' X 10' insulated roll up doors with chain drive operators
  - (1) 12' X 12' insulated roll up door with chain driver operator
  - (1) 9' X 7' framed openings for store front door (store front door by others)
  - (9) 4' X 4' framed openings for windows (windows by others)
  - - Engineered steel building drawings, tax, freight labor and equipment included.

# JOHN BARLEYCORN INVESTORS, LLC

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- Windows and storefront to be bronze aluminum frame fixed windows.
- Plumbing to be ABS waste lines, PEX water lines. Fixtures to be white and chrome, Kohler or equal. Gas line to be steel piping.
- Electrical system to be 800 amp service to the building with distribution per plans as requested. Lighting to be standard recess office lighting. Storage lighting to be suspended system.
- HVAC system to be roof mounted Carrier package units for conditioned office spaces only.
- Fire sprinkler system to be standard wet system. Storage areas to have no accommodations for flammables or high stack storage.
- Insulation to be 6" fiberglass batts at roof, 4" batts at walls. Additional R-19 batts at furred out exterior walls. Sound insulation at bathrooms.
- Interior paint to be two coats Benjamin Moore on all walls.
- Ceiling system to be suspended with acoustic 2'x4' panels at offices. No ceiling at storage areas.
- Floor coverings to be:
  - Commercial vinyl plank at entry.
  - Sheet vinyl at bathrooms, breakroom and janitor closet.
  - Commercial carpet with rubber topset base at offices.
  - Total floor coverings to be 7, 668 SF
  - No floor coverings on storage shop or miscellaneous spaces.



**COMMERCIAL LEASE AGREEMENT**  
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): July 20, 2022

John Barleycorn Investments, LLC or Assignee  
County of Nevada

("Landlord") and  
("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 12740 Loma Rica Dr., Grass Valley, CA 95945 a 20,220 SF Building Per Attached Specifications ("Premises"), which comprise approximately 100.000 % of the total square footage of rentable space in the entire property. See exhibit \_\_\_\_\_ for a further description of the Premises.

2. **TERM:** The term begins on (date) Issuance of Certificate of Occupancy, approximately 9/1/2023 ("Commencement Date"), (Check A or B):

- A. Lease:** and shall terminate on (date) August 31, 2046 at 5:00  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- C. RENEWAL OR EXTENSION TERMS:** See attached addendum \_\_\_\_\_

3. **BASE RENT:**

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
  - (1) \$ \_\_\_\_\_ per month, for the term of the agreement.
  - (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
  - (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_
  - (4) In accordance with the attached rent schedule.
  - (5) Other: See item #40 of this agreement.
- B. Base Rent is payable in advance on the 1st (or \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
- C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
- B. Payment: Rent shall be paid to (Name) John Barleycorn Investments, LLC or Assignee at (address) 130 E Main St., Grass Valley, CA 95945, or at any other location specified by Landlord in writing to Tenant.
- C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on Issuance of Certificate of Occupancy. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant  is  is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

- A. Tenant agrees to pay Landlord \$One Month Rent as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials KA ( ) ( )

Tenant's Initials JD ( ) ( )



**7. PAYMENTS:**

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From _____ To _____ Date Date	\$ _____	\$ _____	\$ _____	_____
B. Security Deposit .....	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total: .....	\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to All unreserved and All reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: As per tenant needs. The right to additional storage space  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ \_\_\_\_\_ as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: To be inspected and approved upon completion. Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.

**14. PROPERTY OPERATING EXPENSES:**

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. See Item #40 of this Agreement.

OR B.  (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as storage and offices per tenant's needs. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

A. Tenant OR  (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials KA ) ( )

Tenant's Initials JD ) ( )



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- ~~21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ) day period preceding the termination of the agreement.~~
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. ~~If Landlord is unable to deliver possession within 60 (or ) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.~~
- ~~24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES.** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address, and (vii)~~

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$2,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ \_\_\_\_\_, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials KA ( ) ( )

Tenant's Initials JD ( ) ( )



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. **DISPUTE RESOLUTION:**
  - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
  - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions. (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
    - "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
    - "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials KA / Tenant's Initials JD  
 Landlord's Initials ( KA ) ( ) Tenant's Initials ( JD ) ( )





Premises: 12740 Loma Rica Dr., Grass Valley, CA 95945 a 20,220 SF Building Per Attached Specifications Date July 20, 2022

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: John Barleycorn Investments, LLC  
130 E. Main St.  
Grass Valley, CA 95945

Tenant: County of Nevada  
950 Maldu Ave.  
Nevada City, CA 95956

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** 1) see ADDENDUM TO THE COMMERCIAL LEASE AGREEMENT

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
 the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials KA ) ( \_\_\_\_\_ )

Tenant's Initials JD ) ( \_\_\_\_\_ )

CL REVISED 12/15 (PAGE 5 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Justin Drinkwater Date 01/26/2023  
Justin Drinkwater (Jan 26, 2023 13:58 PST)

(Print name)  
Address 950 Maidu Ave. City Nevada City State CA Zip 95959

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Landlord agrees to rent the Premises on the above terms and conditions.**

Landlord Keoni Allen Date 03/10/2023  
Keoni Allen (Mar 10, 2023 14:59 PST)

(owner or agent with authority to enter into this agreement) Keoni Allen, Manager

Address 130 E Main St City Grass Valley State CA Zip 95945

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated 03/10/2023 in which Keoni Allen, Manager is referred to as "Landlord" and County of Nevada is referred to as "Tenant". Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises [x] have, or [ ] have not been inspected by a Certified Access Specialist (CASp).
B. If the Premises have been inspected by a CASp, (1) Landlord states that the Premises [x] have, or [ ] have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.55. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
(2) (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
OR (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
OR [x] (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 5 days thereafter to rescind the lease based upon information in the report. SEE ADDENDUM
C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant, [x] Landlord, [ ] Other

Tenant (Signature) Justin Drinkwater Date 01/26/2023
Tenant (Print name) Justin Drinkwater
Tenant (Signature) Date
Tenant (Print name)
Landlord (Signature) Keoni Allen Date 03/10/2023
Landlord (Print name) Keoni Allen, Manager
Landlord (Signature) Date
Landlord (Print name)

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Reviewed by TK



CLCA REVISED 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

ADDENDUM TO THE COMMERCIAL LEASE AGREEMENT

LESSOR: JOHN BARLEYCORN INVESTMENTS LLC

LESSEE: COUNTY OF NEVADA

DATED AS OF SEPTEMBER 13, 2023

SECTION 40: OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

a. COMPLETION OF THE WAREHOUSE- COUNTY COMMITMENTS Upon completion of construction for the Warehouse and subject to County's inspection and approval, the Parties agree to enter into a standard Commercial Lease Agreement with a mutual understand of the following terms:

(a) The County will lease the Warehouse from the Lessee upon, final inspection and approval by the Nevada County Building Department and with written approval of County acceptance of final completion.

(b) The term of the lease will begin on the date section (a) above is complete and approved in writing by the Director of Facilities or designee and will expire at the end of the Lessee's ground lease. Thereafter, ownership of the Office and Storage Facility and all Improvements transfers to the County.

(c) The base rental rate is agreed to begin at \$1.25 per square foot or \$25,275 per month. The lease-lease back rate will increase at 3% annually beginning on the anniversary date for lease-lease back for years 1-15.

During year 15 of the lease-lease back agreement the base rent shall be re-evaluated and adjusted (increased or decreased) based upon prevailing market rental rate for mix use office and warehouse space of similar size in Nevada County for the year 16 adjusted base rent. Evaluated rate must be agreed upon in writing by both parties.

Thereafter the new adjusted rate of the lease-lease back will increase at 2% annually for years 16 through August 22, 2046.

(d) Base Rental Rate payments shall commence upon occupancy which is anticipated to be on or around April 1, 2024

(e) The County shall pay for any and all taxes applicable to the property, property insurance and common area through Triple Net (NNN.) Any change in the NNN shall be notified no less than 30 days prior to January of each year for the next twelve-

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month period.

- (f) The County shall pay all utilities after occupancy and upon execution of the Commercial Lease Agreement.
- (g) The County shall maintain the building and mechanical systems in accordance with standard county maintenance practices and will repair any damage caused to the building or mechanical systems by County staff or equipment.

b. COMPLETION OF THE WAREHOUSE- LESSEE COMMITMENTS Upon completion of construction for the Warehouse and subject to County's inspection and approval., the Parties shall to enter into the Commercial Lease Agreement as attached in Exhibit B with a mutual understand of the following terms:

- (a) Lessee will keep up to date/active Contractor's License, bonds and insurance in accordance with the requirements of California Contractor Association
- (b) Lessee will warranty for one (1) year beginning on the commencement date of the Commercial Lease Agreement. The warranty shall cover construction and construction integrity including but not limited to, interior, exterior, mechanical system installations, doors, windows and foundation of the structure and parking area(s).
- (c) Lessee shall maintain a safe and clean worksite at all times during pre-construction and construction.
- (d) Lessee shall maintain working hours not earlier than 7am or later than 8pm. Unless otherwise agreed and approved by the Facilities Director.
- (e) Lessee shall provide portable restrooms and job trailer during pre-construction and construction and shall remove such items upon project completion
- (f) Lessee shall provide an emergency operations plan to the County prior to construction kick-off.
- (g) Lessee shall provide project updates as requested or at minimum monthly, to the Director of Facilities and County Airport Manager.
- (h) Lessee shall obtain all applicable building permits, inspections and testing required during course of construction.

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Upon final approved inspection, Lessee shall provide the County with a copy of all as-built plans, approved permits and all manufactures warranty documents and owner's manuals of all mechanical equipment installed.

- c. ATTACHMENT A: Included in this Addendum is Attachment A-Landlord's Release and Consent: This document is required by the Lessee's Lender and defines the terms and conditions required by the Lessee during the term of the Lease back to the County. These terms and conditions pertain to the borrowing of funds by the Lessee and is incorporated s hereby referenced.

SECTION 34 B(2): The Tenant has not received a copy of the report prepared by the CASp prior to the execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after building occupancy clearance from the County Building Department. The Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.

**Signature:** Clerk of the Board Office  
Clerk of the Board Office (Mar 15, 2023 09:06 PDT)

**Email:** cob@nevadacountyca.gov

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