
U.S. GOVERNMENT LEASE FOR LAND

LEASE NUMBER: **1291S822L1708**

THIS LEASE, made and entered into by and between COUNTY OF NEVADA whose address is 950 Maidu Avenue, Suite 130, Nevada City, California, 95959 and whose interest in the property hereinafter described is that of owner hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, acting by and through the United States Department of Agriculture, Forest Service, as Lessee, hereinafter called the GOVERNMENT. The LESSOR and GOVERNMENT are herein collectively referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to 16 U.S.C. §571c, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR, and located as described in clause 1, Leased Premises, of this Lease, to be used for GOVERNMENT purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

1. Leased Premises. The LESSOR hereby leases to the GOVERNMENT the following described premises, to be used for GOVERNMENT purposes: approximately 9.3 acres contained within a portion of Section 6, Township 26 North, Range 10 East, M.D.M., together with rights to the use of parking and other areas as set forth herein. See Exhibits C and D (Site Plan and Floor Plans), attached hereto and made a part hereof.

Site commonly referred to/known as: LAND LEASE OFFICE NEVADA CITY CA TAHOE
SO Nevada County, CA Parcel No. APN No. 005-050-032-000

2. Lease Term. TO HAVE AND TO HOLD the said premises with their appurtenances, for 50 years, for the term beginning on 7/01/2024 through 06/30/2074, the term as such,

30 Year firm term beginning on 7/1/2024 through 6/30/2054;
20 Year soft term beginning on 7/1/2054 through 6/30/2074,

subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

(a) Definitions and General Terms:

- i. Firm Term definition: portion of the overall term where The GOVERNMENT cannot terminate the lease for convenience.
 - ii. Soft Term definition: portion of the overall term subject to termination rights.
3. Rent. The GOVERNMENT shall pay to the LESSOR an annual rent of \$52,664.04 (\$5,662.80 per Acre for 9.3 Acres (\$0.13 per SF per year for 405,108 SF)) paid at the rate of \$4,388.67 per month in arrears. Rent for a lesser period shall be prorated. This section shall be effective starting 10/1/2025 and continue for the

remainder of the lease. No rent shall be charged until 10/1/2025.

4. Termination. The GOVERNMENT may terminate this lease at any time after the 30-year firm term by giving at least 90 days' notice in writing to the LESSOR and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).
5. Renewal Option(s). This Lease may not be renewed.
6. The LESSOR shall furnish to the GOVERNMENT the following at no cost to the GOVERNMENT:
 - (a) 24 hours a day, seven days a week unrestricted ingress/egress access to the Leased Premises through the initial and any subsequent terms of this lease.
7. The GOVERNMENT shall furnish to LESSOR and the Leased Premises:
 - (a) Access to utilities for future development.
 - (b) 24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any subsequent terms of this lease.
 - (c) The GOVERNMENT will give an easement to the LESSOR to use the roadways and parking lots created by the GOVERNMENT to access the remainder of parcel APN 005-050-032.
8. Holdover. In the event of a holdover past the term of the Lease the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the Lease's expiration and all terms and conditions of this Lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.
9. The LESSOR warrants that it has the authority to execute this Lease, to allow the GOVERNMENT to use and occupy land, and to provide unrestricted legal access to the land.
10. Improvements. The Leased Premises are to be improved with the following GOVERNMENT-Owned and constructed improvements and facilities:

USDA Asset Number	USDA Asset Name	Predominant Usage	Size	Acquisition Date	Latitude/ Longitude Coordinates
0517_01	Admin Building	Office	21,000 SF	11/1/24	39°15'54.36"N 121°02'05.67"W
0517_02	Storage Building	Warehouse	2,000 SF	TBD	39°15'54.36"N 121°02'05.67"W

11. Construction and Alterations (GSAR 552.270-12 Reference). The GOVERNMENT shall have the right during the existence of this Lease to erect upon the Leased Premises related buildings, fixtures, structures, and support assets as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and Leased Premises. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect the GOVERNMENT's right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease.

- (a) The GOVERNMENT agrees that in the development of plans for new buildings, facilities, and additions (improvements) thereto, and landscaping and signs to be erected upon the Leased Premises,

it will coordinate and review its plans with the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the Leased Premises conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.

- (b) The GOVERNMENT will afford the LESSOR ten (10) business days to review the plans and specifications. Should the LESSOR not agree to the project or plans, the LESSOR shall provide the GOVERNMENT reasoning for the disapproval and/or recommendations for modifying the project.
- (c) In the event the GOVERNMENT does not begin construction of the aforementioned improvement(s) within 3 years from the date of this lease, this lease shall become void and of no effect.
- (d) The LESSOR shall not obstruct the GOVERNMENT's operations under this lease in any way. If any circumstances arise which detrimentally affect the GOVERNMENT's operations under this lease, the LESSOR shall notify the GOVERNMENT as soon as practicable of those circumstances. The LESSOR shall eliminate or fully mitigate the cause of those circumstances within 72 hours of GOVERNMENT notification.

12. Changes (GSAR 552.270-14 Reference).

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, request changes to the tenant improvements or services on, above, or under the land.
- (b) If any such change causes an increase or decrease in LESSOR'S cost or time required for performance of its obligations under this Lease, whether or not changed by the order, the LESSOR shall be entitled to an amendment to this Lease providing for one or more of the following:
 - i. An adjustment of the delivery date
 - ii. An equitable adjustment in the rental rate.
 - iii. A lump sum equitable adjustment, or
 - iv. An adjustment of the operating cost base, if applicable.
- (c) The LESSOR must assert its right to an amendment under this clause within 30 calendar days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the LESSOR from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a GOVERNMENT official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the GOVERNMENT is not liable to LESSOR under this clause.

13. Utility Connections and Services. The LESSOR conveys the right to the GOVERNMENT to connect to existing or future LESSOR owned or operated utilities and/or services, including but not limited to, gas, electricity, water, telephone, steam, and chilled water, refuse removal, and sewer systems, as applicable and as long as available. It is understood that said connections to the utilities, use of utilities, and/or services which the LESSOR may provide at the request of the GOVERNMENT, will be subject to payment from the GOVERNMENT of appropriate connection and monthly service charges as are reasonable and customary and mutually agreed upon.

14. Maintenance. The GOVERNMENT shall, at its sole expense, maintain and repair the interior and exterior

of all GOVERNMENT-owned improvements identified within clause 10 herein.

(a) Maintain the grounds including plants, trees, lawns, and parking lots within the leased premises.

15. Disposal & Site Restoration. Any and all GOVERNMENT-owned improvements shall remain the exclusive property of the GOVERNMENT and within six (6) months after termination or expiration of this Lease, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:

(a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the GOVERNMENT-owned improvements. The conveyance of any or all GOVERNMENT-owned improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated, and as discounted for the fair market value of the leasehold.

(b) Disposal of any or all GOVERNMENT-owned improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the Leased Premises with the third party, upon reasonable rental terms and at fair market value.

(c) Dispose of or have disposed by a third party such GOVERNMENT-owned improvements by dismantling them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have sixty (60) days to remove the improvements, and if they are not removed within the sixty (60) days they will be deemed abandoned and the LESSOR may dispose of them at will.

(d) The GOVERNMENT shall not be required to restore the land.

16. Damage or Destruction (FAR 552.270-7 Reference). If, at any time during the term of this Lease, including an extension or exercised renewal option, the GOVERNMENT-owned improvements constructed upon said Leased Premises shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the GOVERNMENT-owned improvements as nearly as possible to their value immediately prior to such damage or destruction. If, at any time during the term of this Lease, including an extension or exercised renewal option, the Leased Premises are substantially damaged by casualty, the GOVERNMENT shall have the option of terminating said Lease or Renewal in accordance with clause 4.

17. Mineral Development. Notwithstanding anything else herein to the contrary, all right, title, and interest in and to any minerals that are a part of the subject land under the control of the LESSOR, shall remain the property of LESSOR, provided however, that the GOVERNMENT's rights in the premises are superior to the rights in the mineral estate retained by the LESSOR. Further, the LESSOR agrees to subordinate to the GOVERNMENT any and all rights to surface or sub-surface drilling and/or excavation of the premises during the primary and renewal terms of this lease.

18. Sublet (GSAR 552.270-5 Reference). The GOVERNMENT may not sublet any part of the Leased Premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The GOVERNMENT may at any time assign this lease, and be relieved from all obligations to LESSOR under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the LESSOR, which shall not be unreasonably withheld.
19. Subordination, Non-Disturbance and Attornment (GSAR 552.270-23 Reference).
 - (a) LESSOR warrants that it holds such title to or other interest in the Leased Premises and other property as is necessary to the GOVERNMENT's access to the Leased Premises and full use and enjoyment thereof in accordance with the provisions of this lease. GOVERNMENT agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the Parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. GOVERNMENT agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as the LESSOR may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Leased Premises, and to any water, sewer or access easement necessary or desirable to serve the Leased Premises or adjoining property owned in whole or in part by the LESSOR if such easement does not interfere with the full enjoyment of any right granted the GOVERNMENT under this lease.
 - (b) No such subordination, to either or future mortgages, deeds or trust or other lien of security instrument shall operate to affect adversely any right of the GOVERNMENT under this lease so long as the GOVERNMENT is not in default under this lease. The LESSOR will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
 - (c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this lease, so as to establish direct privity of estate and contract between the GOVERNMENT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
 - (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the GOVERNMENT's rights as a sovereign.

20. Statement of Lease (GSAR 552.270-24 Reference).

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the land, execute and deliver to the LESSOR a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

- i. That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- ii. That the GOVERNMENT shall not be held liable because of any defect in or condition of the Leased Premises;
- iii. That the Contracting Officer does not warrant or represent that the Leased Premises comply with applicable Federal, State, and local law; and
- iv. That the LESSOR, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Leased Premises by inquiry to appropriate Federal, State, and local Government officials.

21. Integrated Agreement (GSAR 552.270-27 Reference). This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this lease. Except as expressly attached to and made a part of this lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in this lease.

22. Insurance and Liability. The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the GOVERNMENT's exercise of its rights under this lease shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., and are subject to the availability of federal appropriations. The LESSOR will be responsible to the extent required by the California Governmental Tort Claims Act 810-996.6, et seq., only for these acts, omissions or negligence of its own officers, employees, LESSORS, and agents.

23. Applicable Regulations, Codes, and Laws (GSAR 552.270-8 Reference).

(a) *Compliance with Applicable Law.* LESSOR shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to LESSOR'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses, and similar items at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of LESSOR. The GOVERNMENT will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, including laws applicable to the GOVERNMENT'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the GOVERNMENT. This Lease shall be governed by Federal law.

(b) *Applicable Regulations and Permitted Use of Chemicals.* The GOVERNMENT shall not suffer any waste to be committed in or about said Leased Premises, shall keep the Leased Premises free and

clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use, and occupancy of the Leased Premises.

24. Default. Any omission of the LESSOR to exercise any right upon the default of the GOVERNMENT shall not preclude the LESSOR from the exercise of such right upon any subsequent default of the GOVERNMENT.
25. Severability. Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.
26. Successors and Assigns (GSAM 552.270-11 and FAR 42.12 References). The terms and provisions of this Lease and the conditions herein shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- (a) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the LESSOR changes its legal name, the LESSOR and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the LESSOR shall notify the GOVERNMENT within five (5) days of the transfer of title.
 - (b) The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT'S and the LESSOR'S respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
 - (c) If title to the Property is transferred, or the Lease is assigned, the GOVERNMENT, the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the Lease via Lease Amendment.
 - (d) In addition to all documents required by FAR 42.1204, the USDA Lease Contracting Officer (LCO) may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the GOVERNMENT'S interest.
 - (e) If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT'S interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
 - (f) As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
 - (g) If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original LESSOR, subject to the GOVERNMENT'S rights as provided for in this Lease. The GOVERNMENT'S obligation to pay rent to the Transferee shall not commence until the GOVERNMENT has received all information reasonably required by the LCO under sub-paragraph Successors and Assigns condition (d)., the GOVERNMENT has determined that recognizing the Transferee as the LESSOR is in the GOVERNMENT'S interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph Successors and Assigns condition (f).

27. Officials not to benefit (50 CFR §401.20 Reference). No Member of, or Delegate to, Congress, or resident Commissioner, shall be admitted to any share or any part of any project agreement made under the Act, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

28. Notification. All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

(a.) Notice to LESSOR:

County of Nevada

Attn: Information & General Services Director & County Principal Planner

Street Address: 950 Maidu Ave., Suite 130

City, State Zip: Nevada City, CA 95959

(b.) Notice to GOVERNMENT:

United States Department of Agriculture

United States Forest Service

Procurement and Property Services

Attn: Edward Budzinski

Street Address: 333 Broadway SE

City, State, Zip: Albuquerque, NM, 87102

Email: Edward.budzinski@usda.gov

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

29. INTENTIONALLY DELETED.

30. INTENTIONALLY DELETED.

31. Consequences. The LESSOR shall bear all responsibility for any ad valorem or other taxes or assessments that may arise from the GOVERNMENT's use of the Leased Premises. The LESSOR acknowledges and agrees that the LESSOR's obligation under this section is supported by consideration from the GOVERNMENT under this lease.

32. Prompt Payment (FAR 52.232-25 and GSAR 552.270-31 References). The GOVERNMENT will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made by the day an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date –*

1. *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

i. When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this lease shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

- ii. When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this lease shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- 2. *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - i. The 30th day after the designated billing office has received a proper invoice from the LESSOR.
 - ii. The 30th day after GOVERNMENT acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the LESSOR's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or LESSOR compliance with contract requirements.

(b) Invoice and inspection requirements for payment other than rent.

- 1. The LESSOR shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - i. Name and address of the LESSOR.
 - ii. Invoice date.
 - iii. Lease number.
 - iv. GOVERNMENT's order number or other authorization.
 - v. Description, price, and quantity of work or services delivered.
 - vi. Name and address of LESSOR official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - vii. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- 2. The GOVERNMENT will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or service unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven (7) days will be counted beginning with receipt of a new invoice or notification. In either case, the LESSOR is not entitled to any payment or interest unless actual acceptance by the GOVERNMENT occurs.

(c) Interest Penalty.

- 1. An interest penalty shall be paid automatically by the GOVERNMENT, without request from the LESSOR, if payment is not made by the due date.
- 2. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the GOVERNMENT and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- 3. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at FAR 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

4. Interest penalties are not required on payment delays due to disagreement between the GOVERNMENT and LESSOR over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at FAR 52.233-1 Disputes.
- (d) *Overpayments*. If the LESSOR becomes aware of a duplicate payment or that the GOVERNMENT has otherwise overpaid on a payment, the LESSOR shall –
1. Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - i. Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - ii. Affected lease number;
 - iii. Affected lease line item or sub-line item, if applicable; and
 - iv. Lessor point of contact
 2. Provide a copy of the remittance and supporting documentation to the Lease Contracting Officer.
33. Examination of Records by GSA (GSAR 552.215-70 Reference). The LESSOR agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of three (3) years under this Lease, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the LESSOR involving transactions related to this Lease or compliance with any clauses thereunder. The LESSOR further agrees to include in all its subcontracts hereunder a provision to the effect that the subLESSOR agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subLESSOR involving transactions related to the subcontract or compliance with any clauses thereunder. The term “subcontract” as used in this clause excludes (a) purchase orders not exceeding the simplified acquisition threshold and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
34. Audit and Records – Negotiation (FAR 52.215-2 Reference). (Applicable to leases over the Simplified Lease Acquisition Threshold.) This clause is incorporated by reference.
35. Disputes (FAR 52.233-1 Reference). This Lease is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C 601-613](#)). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.
- (a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.
 - (b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this Lease shall be resolved under this clause.
 - (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

However, a written demand or written assertion by the LESSOR seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the LESSOR shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the GOVERNMENT against the LESSOR shall be subject to a written decision by the Contracting Officer.

(2)

(i) The LESSOR shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the LESSOR believes the GOVERNMENT is liable; and that I am authorized to certify the claim on behalf of the LESSOR."

(3) The certification may be executed by any person authorized to bind the LESSOR with respect to the claim.

(e) For LESSOR claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the LESSOR, render a decision within 60 days of the request. For LESSOR-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the LESSOR of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the LESSOR appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the LESSOR is submitted to the Contracting Officer or a claim by the GOVERNMENT is presented to the LESSOR, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the LESSOR refuses an offer for ADR, the LESSOR shall inform the Contracting Officer, in writing, of the LESSOR's specific reasons for rejecting the offer.

(h) The GOVERNMENT shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during

which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- (i) The LESSOR shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

36. Mutuality of Obligation. The obligations and covenants of the LESSOR, and the GOVERNMENT's obligation to pay rent and other GOVERNMENT obligations and covenants, arising under or related to this Lease, are independent. The GOVERNMENT may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due to the LESSOR under this lease. No setoff pursuant to this clause shall constitute a breach by the GOVERNMENT of this lease.

37. Payment by Electronic Funds Transfer – System for Award Management (SAM) (FAR 52.232-33 Reference). All payments by the GOVERNMENT under this Lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

- (a) In the event the GOVERNMENT is unable to release one or more payments by EFT, the LESSOR agrees to either:
 - i. Accept payment by check or some other mutually agreeable method of payment; or
 - ii. Request the GOVERNMENT to extend the payment due date until such time as the GOVERNMENT can make payment by EFT (but see paragraph (d) of this clause).
- (b) LESSOR'S EFT information. The GOVERNMENT shall make payment to the LESSOR using EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the LESSOR shall be responsible for providing the updated information to the SAM.
- (c) Mechanisms for EFT payment. The GOVERNMENT may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the LESSOR'S EFT information in the SAM database is incorrect, then the GOVERNMENT need not make payment to the LESSOR under this Lease until correct EFT information is entered into the SAM database; and any invoice or Lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of the Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
 - i. If an uncompleted or erroneous transfer occurs because the GOVERNMENT used the LESSOR'S EFT information incorrectly, the GOVERNMENT remains responsible for:
 - a. Making a correct payment;
 - b. Paying any prompt payment penalty due; and

- c. Recovering any erroneously directed funds.
- ii. If an uncompleted or erroneous transfer occurs because the LESSOR'S EFT information was incorrect, or was revised within thirty (30) days of GOVERNMENT release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - a. If the funds are no longer under the control of the payment office, the GOVERNMENT is deemed to have made payment and the LESSOR is responsible for recovery of any erroneously directed funds; or
 - b. If the funds remain under the control of the payment office, the GOVERNMENT shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the LESSOR assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, the LESSOR shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this Lease, payment to an ultimate recipient other than the LESSOR, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the LESSOR. EFT information that shows the ultimate recipient of the transfer to be other than the LESSOR, in the absence of a proper assignment of claims acceptable to the GOVERNMENT, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The GOVERNMENT is not liable for errors resulting from changes to EFT information made by the LESSOR'S financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the LESSOR available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The GOVERNMENT may request the LESSOR to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the GOVERNMENT does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the GOVERNMENT. If the GOVERNMENT makes payment by check in accordance with paragraph 38(a) of this clause, the GOVERNMENT shall mail the payment information to the remittance address contained in the SAM.

38. System for Award Management Maintenance (FAR 52.204-13 Reference). This clause is incorporated by reference.

39. Anti-Kickback Procedures (FAR 52.203-7 Reference). (Applicable to leases over \$150,000 total contract value.) This clause is incorporated by reference.

40. LESSOR Code of Business Ethics and Conduct (FAR 52.203-13 Reference). (Applicable to leases over \$6 million total contract value and performance period of 120 days or more.) This clause is incorporated by reference.
41. Covenant Against Contingent Fees (FAR 52.203-5 Reference). (Applicable to leases over the Simplified Lease Acquisition Threshold.) This clause is incorporated by reference.
42. Drug-Free Workplace (FAR 52.223-6 Reference). (Applicable to leases over the Simplified Lease Acquisition Threshold, as well as leases of any value awarded to an individual.) This clause is incorporated by reference.
43. Incorporation by Reference of Representations and Certifications (FAR 52.204-19 Reference). The LESSOR'S representatives and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into this Lease.
44. Protecting the Government's Interest When Subcontracting with LESSORs Debarred, Suspended, or Proposed for Debarment (FAR 52.209-6 Reference). (Applicable to leases over \$25,000 total contract value.) This clause is incorporated by reference.
45. Security Requirements (FAR 52.204-2 Reference). (Applicable when the lease may require access to classified information.) This clause is incorporated by reference.
46. The following are attached and made a part hereof:
 - (a) Exhibit A – Access/Water Easement Legal Description (1 Page)
 - (b) Exhibit B – Legal Description / Parcel Map (1 Page)
 - (c) Exhibit C – Supervisor's Office Site Map (1 Page)
 - (d) Exhibit D – Supervisor's Office Floor Map (4 Pages)
47. Clauses Incorporated by Reference (FAR 52.252-2 Reference). This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/browse/index/gsam>

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER
	USDA, REAL ESTATE LEASE CONTRACTING OFFICER

EXHIBIT A
ACCESS/WATER EASEMENT
LEGAL DESCRIPTION

All that real portion of that parcel of land deeded to the County of Nevada in Document No. 2009-0031463 recorded on November 25, 2009 with the Nevada County Recorder situated within a portion of the East half of Section 11, and the West Half of Section 12, Township 16 North, Range 8 East, M.D.M., in the unincorporated territory of the County of Nevada, State of California, being more particularly described as follows:

Beginning at a point on the South right-of-way line of State Highway 49, being the Northeast corner of the said lands of County of Nevada, also being the Northwest corner of lands of the County of Nevada Described in Document No. 2000-020678 recorded on July 14, 2000 with the Nevada County Recorder thence from the **POINT OF BEGINNING** Southwesterly along the said South right-of-way line the following five (5) courses: 1) South 79°28'00" West 348.91 feet; 2) South 10°32'00" East 19.99 feet; 3) South 79°28'00" West 149.92 feet; 4) South 10°32'00" East 9.99 feet; 5) South 79°28' West 101.24 feet; thence, leaving the said South right-of-way line South 21°46' West 146.00 feet; thence South 75°00'00" West 65.40 feet; thence South 48°07'08" West 62.50 feet; thence South 21°17'44" West 55.54 feet; Thence South 386.30 feet more or less to the South line of said lands of Nevada County recorded in Doc. No. 2009-0031463 thence continuing along the South and East line of said lands of Nevada County the following four (4) courses: 1) East 508.00 feet; 2) North 7°14'10" East 142.11 feet; 3) North 24°49'00" East 578.00 feet; 4) North 105.86 feet to the said **POINT OF BEGINNING**.

Area described here-in is graphically depicted on Exhibit B, attached hereto, and made a part of hereof.

Containing 9.3 Acres, more or less.

The herein described area affects a portion of APN: 005-050-032

Robert J. Lawless, P.L.S. 8928
Expires 9-30-2022



Date:

DUNDAS GEOMATICS, INC.

GEOMATIC ENGINEERS

Grass Valley Office

159 South Auburn Street

Grass Valley, Ca. 95945

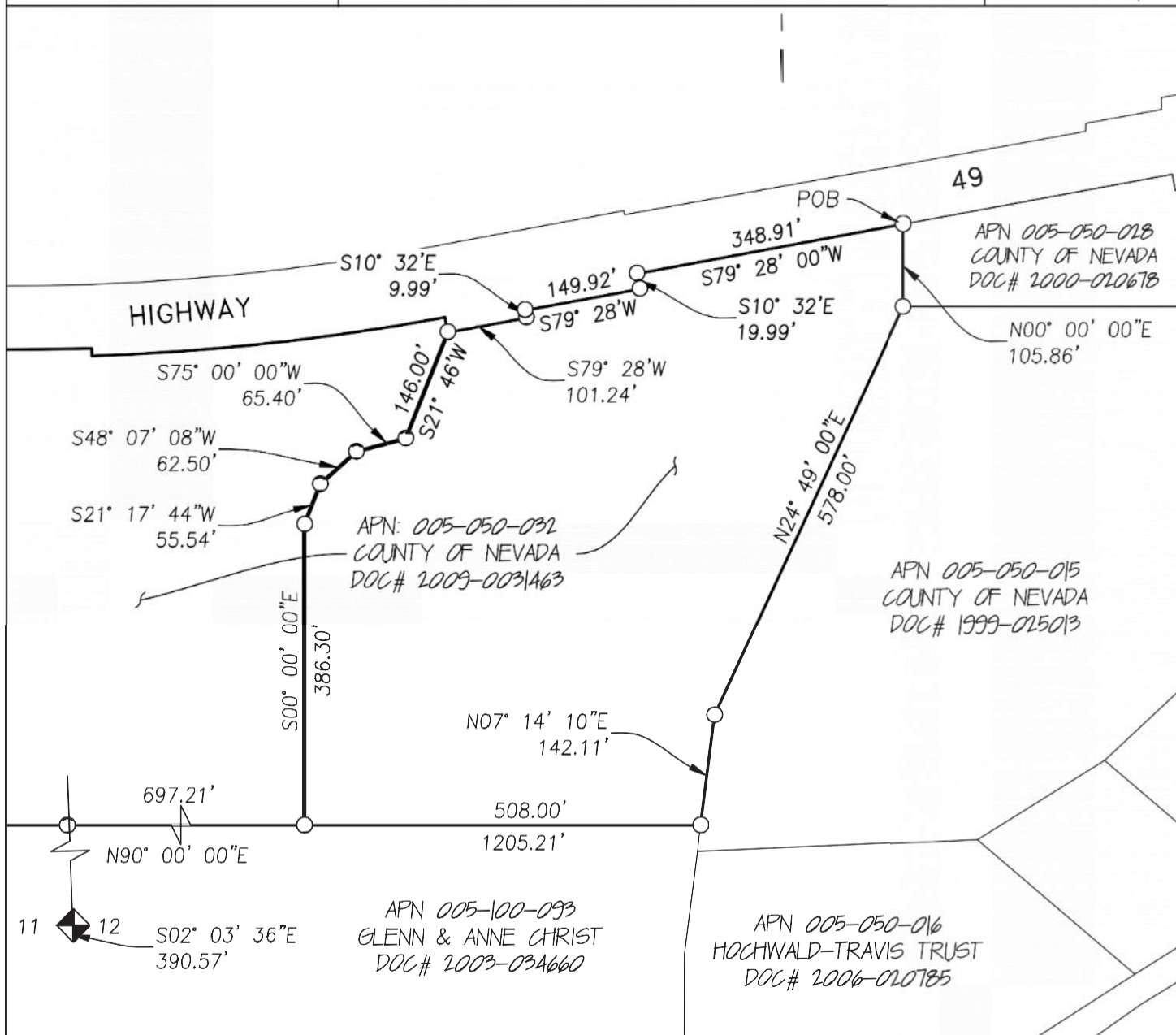
EXHIBIT B

BEING A PORTION OF SEC. 6, T.26 N., R.10 E., M.D.M.
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF
NEVADA, STATE OF CALIFORNIA

SCALE: 1"=200'

DATE: 03-25-22

SHEET: 1
OF
1



LEGEND

P.O.B. POINT OF BEGINNING

— PROPERTY LINE

— ADJACENT PROPERTY LINE

BASIS OF BEARING:

IDENTICAL TO THAT RECORD OF
SURVEY IN BK 14 ROS PG 124.



NORTH



LESSOR

GOVERNMENT

EXHIBIT C: Supervisor's Office Site Plan

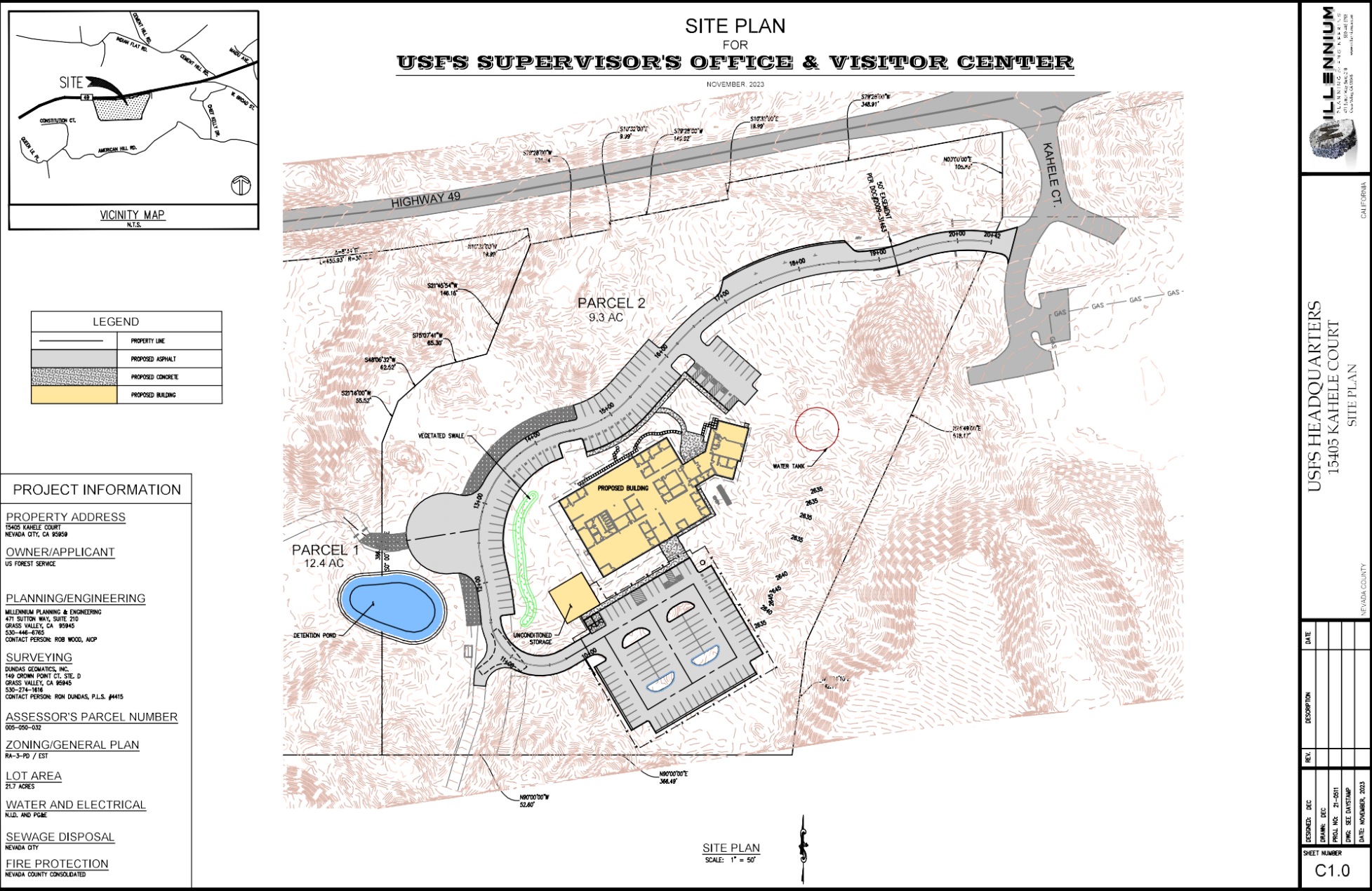
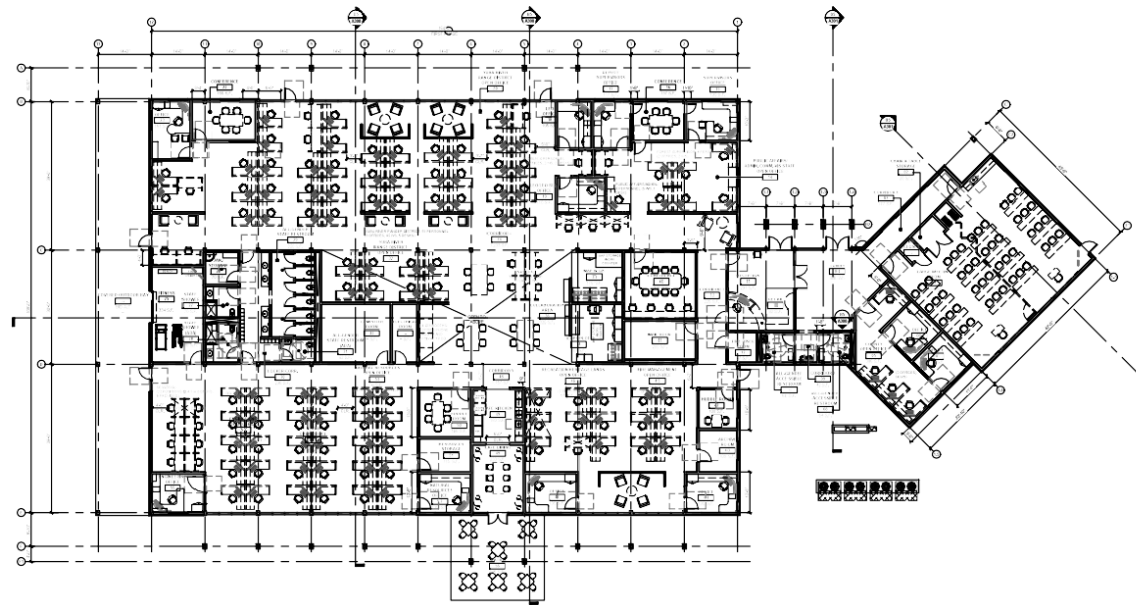


EXHIBIT D: Supervisor's Office Floor Plan



D5 NEW SO OFFICE BUILDING FLOOR PLAN WITH COMMUNITY AND LOCAL AGENCY PARTNERSHIP OFFICES
SCALE: 1/8"=1'-0"

A2 | SPECIFICATION KEY NOTES

A1	GENERAL NOTES
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 MARY MCGRATH | ARCHITECTS

810 16TH STREET, SUITE 219
OAKLAND, CA 94612
phone: 510.208.9400
www.marymcgratharchitects.com

consultants

B1 | KEY PLAN

[illegible]

client



USDA FOREST SERVICE
REGION 5
TAHOE NATIONAL FOREST

project title

TAHOE NATIONAL
FOREST - SO

15405 KAHELE COURT, NEVADA
CITY, CA 95959

sheet title

FLOOR PLAN

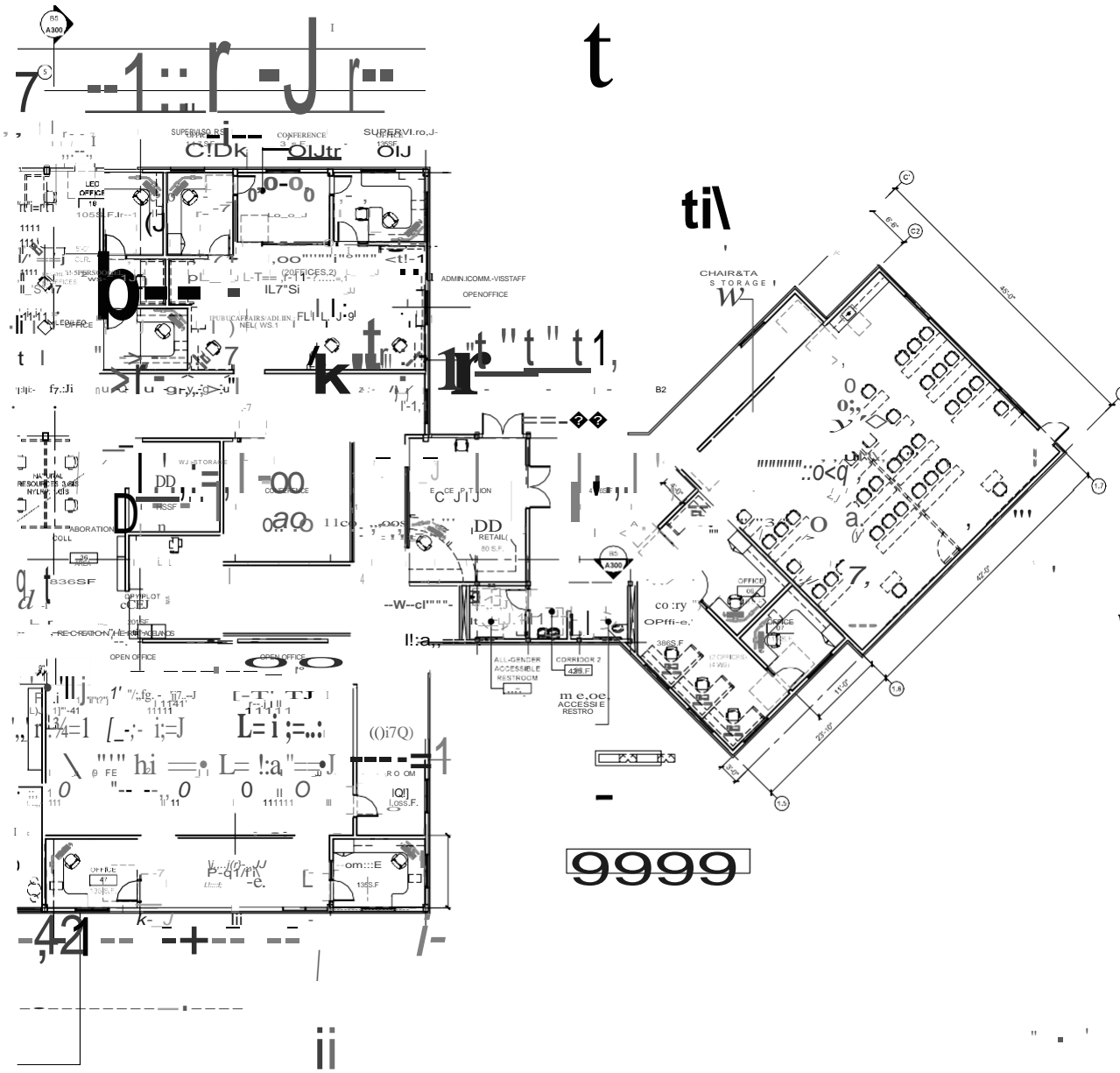
project no.	2519.01
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sheet no.

A120

LESSOR

GOVERNMENT_____



B | KEY PLAN



MARY MCGRATH ARCHITECTS

61016TH STREET SUITE 219
OAKLAND, CA 94612
phone 510.208.9400
www.marymcgratharchitects.com

consultant6

35160DESIGNSUBMITTAL 05/15/2023



USDA FOREST SERVICE
REGION 5
TAHOE NATIONAL FOREST

project title
TAHOE NATIONAL FOREST-SO

15405 KAHELE COURT, NEVADA
CITY, CA 95959

PARTIAL FLOOR PLAN

2819.01

A121

610 219
phone: 510.208.9400
www.marymog1atha1chib,ds.com

A2 i SPECIFICATION KEY NOTES

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descripjk>n
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KEY PLAN

B1

USDA FOREST SERVICE

REGION 5
TAHOE NATIONAL FOREST
projectide

TAHOE NATIONAL
FOREST-SO

A GENERAL NOTES

610 phone: 510.208.9400
www.marymcgillarchitect.com

A2 SPECIFICATION KEY NOTES

description
361bDESIGNSUBMITTAL 05/15/2023

B1 KEY PLAN

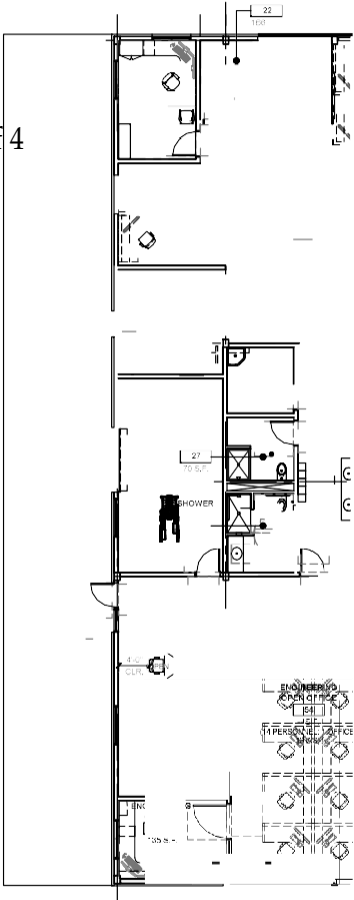
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TAHOE NATIONAL
FOREST-SO

15405 KAHELE COURT, NEVADA
CITY, CA 95959

OFFICE BUILDING FLOOR PLAN WITH COMMUNITY AND LOCAL AGENCY PARTNERSHIP OFFICES

LESSOR

Page 4 of 4



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MARY MCGRATH | ARCHITECTS
2819.01

A123

GOVERNMENT

