



# RESOLUTION No. 23-460

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

### RESOLUTION APPROVING A LEASE AGREEMENT WITH USA WASTE OF CALIFORNIA INC. DBA, WASTE MANAGEMENT AND THE COUNTY OF NEVADA FOR LEASE OF CERTAIN PORTION OF REAL PROPERTY WITHIN NEVADA COUNTY LOT 6 LOCATED AT 12640 LOMA RICA DRIVE, GRASS VALLEY, IN COMPLIANCE WITH NEVADA COUNTY ADMINISTRATIVE CODE SECTION G-IV 13.A.3

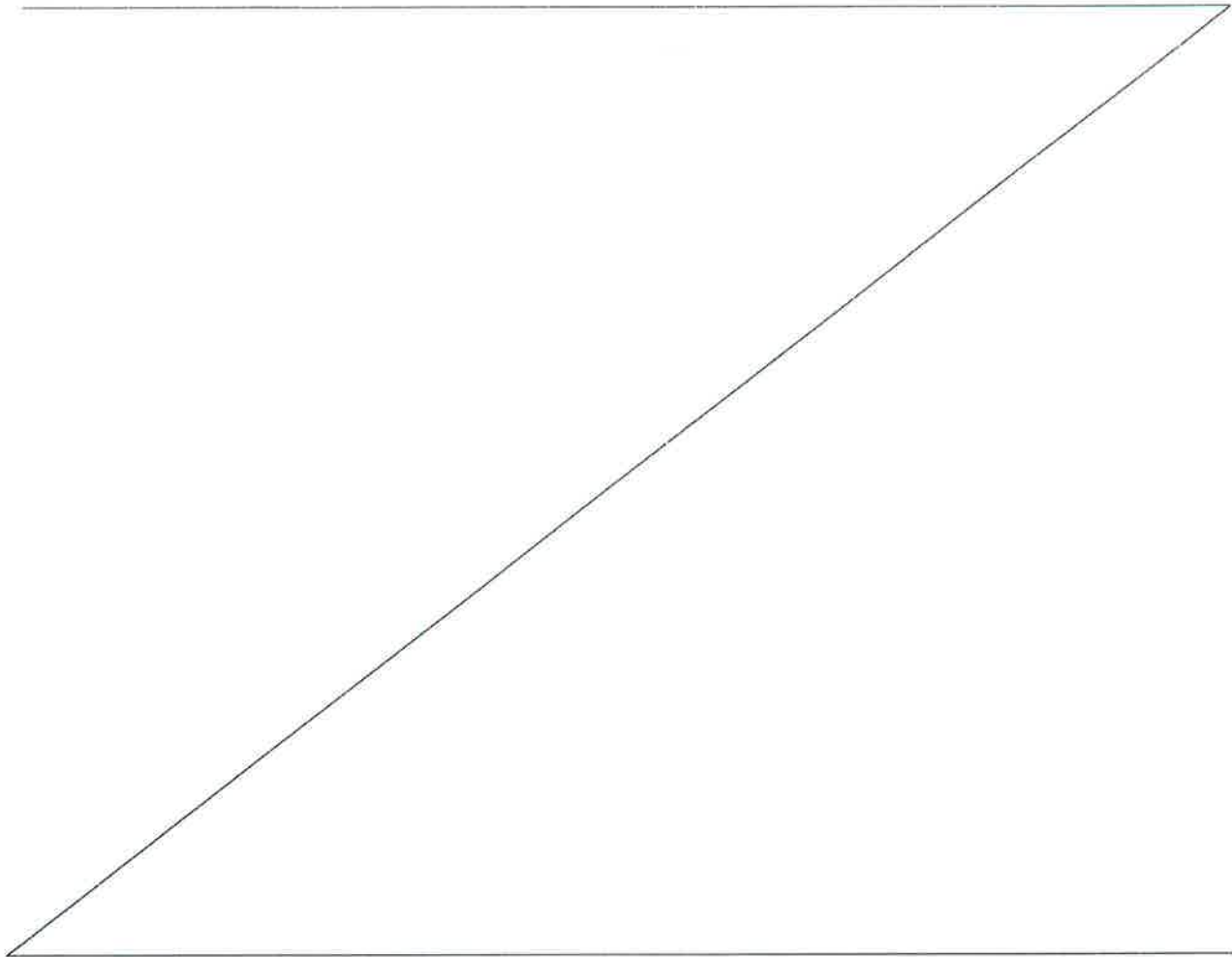
WHEREAS, February of 2023 brought intense winter storms to Nevada County, these storms brought excessive amounts of snow to areas that typically receive little to no snow. The snow caused damage to many buildings around Nevada County, one of those buildings was Waste Management's recycling site at 12301 Loma Rica Drive, due to the weight of the snow, the building was a loss; and

WHEREAS, the emergency proclamation was declared at the March 7, 2023, Board Meeting, Resolution 23-096; and

WHEREAS, a need has been identified for a residential co-mingle recycling drop off location to replace the site that was lost in the storm. Due to the proximity of the Nevada County Lot 6 site located at 12640 Loma Rica Dr., Grass Valley, CA as outlined in the Lease and Exhibit A, to Waste Management's residential recycling site on Loma Rica Dr, it was determined to be an ideal location pursuant to Nevada County Administrative Code G-IV 13.A.3; and

WHEREAS, in the best interest of the public, the lease payment shall be one hundred dollars per month. The term of this Lease Agreement shall commence on September 1, 2023, and shall terminate on September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Nevada, State of California, acknowledges the lease of the portions of real property within the Nevada County Lot 6 and Airport (Ramp 2) having the street address of 12640 Loma Rica Dr., located in the County of Nevada, State of California, with the zip code 95945 as outlined in the Lease and Exhibit A, and finds that it is in the best interest of the public that rent is written to be one hundred dollars per month, with a term of that shall commence on September 1, 2023, and shall terminate on September 30, 2025, and authorizing the Information and General Services Agency Director to execute the agreement.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of August, 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

*for*

By: *Heidi H, deputy COB*

*Edward C. Scofield*  
Edward C. Scofield, Chair

**County of Nevada**  
**California Commercial Lease Agreement**

THIS LEASE is executed this \_\_\_ day of September 2023 , by and between the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and USA Waste of California Inc. dba Waste Management, hereinafter referred to as "LESSEE", and herein referred to as Party individually, collectively as Parties.

NOW, THEREFORE, this Lease shall be effective as of September 1, 2023, and the Parties hereto agree as follows:

**SECTION 1. PREMISES**

1.1 That certain portion of the real property within the street address of 12640 Loma Rica Drive, Grass Valley CA, located in the City of Grass Valley, County of Nevada, State of California, with the zip code 95949 as outlined in Exhibit "A" (hereinafter referred to as "Premises"), which is attached hereto and made a part hereof.

1.2 In addition to the LESSEE's rights to use and occupy the Premises as specified, the LESSEE shall have non-exclusive use during the hours of approximately 7:00 A.M. to 8:00 P.M., including access to and from the Premises over and across any publicly accessible part of COUNTY's property for any purpose related to the use and enjoyment of the LESSEE and their respective officers, employees, business invitees, customers, and patrons.

**SECTION 2. TERM and TERMINATION**

2.1 **Initial Term.** The term of this LEASE shall commence on September 1, 2023 and terminate on September 30, 2025. This lease may not be extended past this date.

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

2.3 **Termination Due to Contamination.** Notwithstanding any other provision of this LEASE, the COUNTY shall have the right to terminate this LEASE should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause the County to expend funds to eliminate the problems in order to continue tenancy. The LESSEE shall have no liability for any repairs occasioned by asbestos, lead, mold, fungus, or other contamination problems, and has the option to terminate this LEASE should contamination occur.

2.4 Either Party may terminate this Lease for any reason, without cause, by

giving sixty (60) calendar days written notice to the other, notice shall be sent by registered mail in conformity with the notice provisions, below.

### **SECTION 3. LEASE PAYMENTS**

3.1 **Lease Payments Amount.** LESSEE shall pay \$100 total in monthly lease payments for the Premises as describe in further detail in Exhibit A. For lease of the Premises the monthly amount of one hundred dollars (\$100.00) shall be made by the 15th of each month.

3.2 **Lease Payments.** LESSEE shall cause payment of lease to be received by COUNTY in lawful money of the United States, without offset or deduction, on or before the day on which it is due. A lease payment for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days in said month. Lease payments shall be payable to COUNTY at the address stated herein or to such other person or at such other place as COUNTY may designate by notice as provided herein. Acceptance of a payment which is less than the amount then due shall not be a waiver of COUNTY's rights to the balance of such lease payment, regardless of COUNTY's endorsement of any check so stating.

3.3 **Late Charge.** If any installment of lease payment due from LESSEE is not received by COUNTY by the tenth day of the month for the monthly amount due, a late fee of \$25.00 will be assessed.

3.4 **Security Deposit.** The COUNTY requires no security deposit under the terms of this LEASE.

### **SECTION 4. USE OF PREMISES**

4.1 **LESSEE Use.** The Premises shall be used by LESSEE for the collection of recycling materials. The recycling containers placed on the premises must be elevated so stormwater can run underneath. Portable restroom must have a secondary containment underneath and should be placed on higher ground that is not in flow of stormwater. The Premises shall be used for no other purpose without the written consent of the COUNTY. There are no utilities available at the Premises.

### **SECTION 5. SERVICES**

5.2 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of the LEASE, both the COUNTY and LESSEE shall be bound thereby. Any cost associated with compliance shall be paid by the COUNTY unless such costs are directly related to the conduct of the LESSEE's business within the Premises.

### **SECTION 6. MAINTENANCE AND REPAIRS**

## **6.1 COUNTY's Obligations.**

6.1.1 COUNTY may, upon written authorization by LESSEE, enter and inspect the Premises at reasonable times to render maintenance services or make any necessary repairs to the Premises.

6.1.2 COUNTY shall during the term of this LEASE, provide and maintain in good repair and tenantable condition, at COUNTY's own cost, the fence and gate in existence at the execution of the lease. Other fencing erected by the LESSEE shall be the responsibility of the LESSEE. The PREMSIS parking lot/land is lease in as-is state with not expectation of repair or upgrade to the area by the LESSOR.

6.1.3 COUNTY shall be responsible for all real estate taxes levied, assessed or imposed against, or with respect or attributable to the Premises.

## **6.2 LESSEE's Obligations.**

6.2.1 Except as provided in Section 6.1, LESSEE shall be responsible for repairs or maintenance to the Premises which are caused by LESSEE, or its employees, contractors or others entering the Premises on LESSEE's behalf, but not including repairs necessitated due to entry of the public.

6.2.2 LESSEE shall, at its expense, keep and maintain and repair any and all items of personal property and equipment installed by the Lessee within the Premises. LESSEE shall also maintain the Premises in a good, safe and sanitary condition and shall return the Premises to COUNTY in substantially the same condition as at the commencement of the term, ordinary wear and tear excepted.

6.2.3 LESSEE shall purchase a padlock that will be attached to the county padlock that will secure the gate when closing.

6.2.4 LESSEE shall maintain all of the equipment brought into the Premises by LESSEE in good working condition at the sole cost of the LESSEE.

6.2.5 LESSEE shall be responsible for cleaning of the area related to daily use. LESSEE shall be responsible for pickup and disposal of any materials that encroach past the area described in Exhibit A. The cleanliness around the Premises shall not be impacted by the operations and/or utilization.

6.2.6 LESSEE is responsible for securing the Premises including, but not limited to, locking the gate at the end of each day.

## **6.3 Compliance with Law.**

6.3.1 COUNTY and LESSEE shall each do all acts required to comply with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

Any costs associated with compliance shall be paid by COUNTY unless costs are directly related to the conduct of the LESSEE's business within the Premises.

## **SECTION 7. ALTERATIONS**

### **7.1 Alterations by the LESSEE.**

7.1.1 LESSEE shall not make, or allow to be made, any alterations, additions or improvements to the Premises, the surrounding premises, or any part of either, without first obtaining the written consent of COUNTY, which shall not be unreasonably withheld, conditioned or delayed.

7.1.2 In the event COUNTY consents to the making of any alterations, additions or improvements to the Premises, or the surrounding premises, by LESSEE, the same shall be made by LESSEE at LESSEE's sole cost and expense.

7.1.3 All improvements made by LESSEE to the Premises that are attached to the Premises so that they cannot be removed without material injury to the Premises shall become the property of COUNTY upon installation and LESSEE shall have no obligation or liability for removal of such improvements.

7.1.4 Not later than the last day of the term of this LEASE, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of COUNTY, including trade fixtures; repair all damage resulting from the installation or removal of such property and improvements; surrender Premises in substantially similar condition as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire, the elements, casualty, act of God or other cause not due to the misuse or neglect of the LESSEE or LESSEE's officers, agents, employees or visitors; and remove at LESSEE's expense any signs, notices or displays placed or installed by LESSEE.

## **SECTION 8. ASSIGNMENT AND SUBLETTING**

**8.1 COUNTY's Consent Required.** LESSEE shall not assign this LEASE, or any interest therein, and shall not LEASE or sublet said Premises, or any part thereof, of any right or privilege appurtenant thereto, without the written consent of COUNTY, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this LEASE, or of any interest therein, or subletting, either by voluntary or involuntary act of the LESSEE, or by operation of law or otherwise, shall, at the option of COUNTY, terminate this LEASE, and any such purported assignment, transfer or subletting without such consent shall be null and void.

## **SECTION 9. INDEMNITY AND HOLD HARMLESS**

**9.1 LESSEE's Indemnification.** LESSEE shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the Premises when such injury, death or damage is caused in part or in whole by the neglect fault or omission of any duty with respect to the same by LESSEE, its agents, contractors, or employees. If any action or proceeding is brought against COUNTY by reason of any such claim, LESSEE, upon notice from COUNTY, shall defend the same at LESSEE's expense provided, however, that LESSEE shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of COUNTY or its agents, contractors, or employees. COUNTY shall provide notice to LESSEE within 10 days of receipt or notice of any claim.

**9.2 COUNTY's Indemnification.** COUNTY shall indemnify, defend, save, protect and hold LESSEE harmless LESSEE, its members, shareholders, officers, employees, agents, and volunteers from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with this LEASE and/or the LESSEE's occupancy/use of the Premises which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of COUNTY, its officers, employees, agents contractors, consultants, or any person under its direction or control and shall make good to and reimburse the LESSEE for any expenditures, including reasonable attorney's fees, the LESSEE may make by reason of such matters and, if requested by LESSEE, shall defend any such suits with counsel approved by LESSEE (as determined in its sole and absolute discretion) at the sole cost and expense of COUNTY. COUNTY's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the LESSEE or any other person; provided, however, that COUNTY shall not be required to indemnify LESSEE for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the LESSEE.

If such indemnification becomes necessary, the County Counsel for the COUNTY shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this LEASE.

## **SECTION 10. INSURANCE**

10.1 The COUNTY has elected to self-insure government tort claims. All claims against the COUNTY should be presented as a government tort claim to the Clerk of the Board of Supervisors at 950 Maidu Avenue, Suite 200 Nevada City, CA 95959

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

Coverage shall be at least as broad as:

- a) Commercial General Liability Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$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.
- b) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- d) if the LESSEE maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 COUNTY.

10.3 Insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) The Commercial General Liability insurance policy shall include the Insurance Services Office Form CG 2011 "Additional Insured-Manager or Lessors of Premises" endorsement (or equivalent), naming COUNTY as Additional Insured.
- b) The commercial general liability policy required in this Section shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If LESSOR has other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the LESSEE." For any claims related to this LEASE, The LESSEE's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officer, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c) Insurance afforded by this policy shall not be canceled so as to no longer meet the specified County insurance requirements without no less than 10 days' prior written notice of such cancellation being delivered to the County of Nevada.
- d) LESSEE hereby grants to COUNTY a waiver of any right to subrogation



which any insurer of said LESSEE may acquire against the COUNTY 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 COUNTY 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 COUNTY.

f) LESSEE shall furnish the COUNTY with copies of certificates and amendatory endorsements or copies of applicable policy language effecting coverage required by this clause. All certificate and endorsement and copies are to be received and approved by the COUNTY before use of the leased premises. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE's obligation to provide them. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **SECTION 11. DAMAGE OR DESTRUCTION**

11.1 If the Premises are damaged or destroyed in whole or in part by fire or other casualty, COUNTY shall repair and restore the Premises to a good tenable condition. All lease payments shall wholly abate in case the entire Premises are untenable or shall abate pro-rata for the portion rendered untenable in case a part only is untenable, until the Premises are restored to a tenable condition. However, there shall be no abatement of the lease payment if the damage is due to the fault or neglect of LESSEE or its employees. COUNTY shall commence and complete all work required to be done under the prior paragraph with reasonable promptness and diligence, but COUNTY shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond COUNTY's reasonable control. If COUNTY does not commence the repair or restoration within sixty (60) days after the damage or destruction occurs, or if repair or restoration will require more than 120 days to complete, LESSEE may, at LESSEE's option, terminate this LEASE by giving COUNTY notice of LESSEE's election to do so at any time prior to the commencement of the repair or restoration. In that event, this LEASE shall terminate as of the date of notice. Notwithstanding the above, if the Premises are more than 50% destroyed, COUNTY may elect not to repair the Premises and, upon written notice to LESSEE, may terminate the LEASE whereupon LESSEE shall not be liable for any further lease payments.

### SECTION 13. DEFAULT OR BREACH

13.1 The occurrence of any one or more of the following events constitutes a material default and breach of this LEASE by LESSEE:

- a) The failure by LESSEE to make any payment of lease payment or any other payment required to be made by LESSEE hereunder, as and when due, where the failure continues for a period of ten (10) days after notice thereof from COUNTY to LESSEE.
- b) 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, other than those described in subparagraph a) above, where the failure continues for a period of thirty (30) days after 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 reasonably 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.
- c) The filing by LESSEE or another of a petition to have LESSEE adjudged a bankrupt.
- d) The appointment of a trustee or receiver to take possession of substantially all LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE, if possession is not restored to LESSEE within thirty (30) days.
- e) The attachment, execution, or other judicial seizure of substantially all LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE, if the seizure is not discharged within thirty (30) days.
- f) Intentionally Omitted.
- g) In the event of any such material default or breach by LESSEE, COUNTY may, after giving notice as provided above, pursue those remedies available to COUNTY under the laws or judicial decisions of the State of California.
- h) 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 the thirty (30) day period and thereafter diligently completes performance.
- i) If COUNTY defaults in the performance of any of the obligations or

conditions required to be performed by COUNTY under this LEASE, LESSEE may, after giving notice as provided above, either cure the default and deduct the cost thereof from lease payment subsequently becoming due hereunder, or elect to terminate this LEASE upon giving thirty (30) days' notice to COUNTY of its intention to do so. In that event, this LEASE shall terminate upon the date specified in the notice, unless COUNTY has meanwhile cured the default. LESSEE may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS LEASE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **14. NOTICES AND PAYMENTS**

14.1 All acceptances, approvals, consents, notices, payment, 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 on the third business day after deposited in the United States mail, certified or registered and postage prepaid or on the next business day after delivery to such courier, addressed to:

COUNTY: County of Nevada, Facilities Department  
950 Maidu Avenue  
Nevada City, CA 95959

LESSEE: USA WASTE OF CALIFORNIA, INC.  
c/o Corporate Real Estate Department  
720 East Butterfield Road, 4<sup>th</sup> Floor  
Lombard, IL 60148  
Attn: Director of Real Estate

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.

#### **SECTION 15. GOVERNING LAW**

All questions with respect to construction of this LEASE and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of

California. Any dispute arising hereunder or relating to this LEASE shall be litigated in the State of California and venue shall lie in the County of Nevada.

#### **SECTION 16. INUREMENT**

Subject to the restrictions on assignments as herein contained, this LEASE shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective Parties hereto.

#### **SECTION 17. ENTIRE LEASE**

This instrument along with any exhibits or attachments hereto constitutes the entire LEASE between COUNTY and LESSEE relative to the Premises. This LEASE and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both County and LESSEE. COUNTY and LESSEE agree that all prior or contemporaneous oral LEASES between their agents or representatives relative to the leasing of the Premises are written into or revoked by this LEASE. If any provision contained in an exhibit or attachment to this LEASE is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

#### **SECTION 18. PRECLUDED USES**

18.1 LESSEE shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering said Premises or any part thereof or any of its contents. LESSEE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Premises.

18.2 LESSEE shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. LESSEE shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board or fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by LESSEE's

improvements or acts. The judgment of any court of competent jurisdiction or the admission of LESSEE in any action against LESSEE, whether COUNTY be a party thereto or not, that LESSEE has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the COUNTY and LESSEE and shall be grounds for termination of this LEASE.

#### **SECTION 19. HOLDOVER**

If LESSEE remains in possession of the Premises after the expiration or termination of this LEASE and without the execution of a new LEASE, LESSEE shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this LEASE insofar as they are applicable to a month-to-month tenancy.

#### **SECTION 20. SIGNS**

The LESSEE may attach signs to the existing fence with prior approval from the Nevada County Facilities Department.

#### **SECTION 21. SEVERABILITY**

The invalidity of any provision of this LEASE, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The language in all parts of this LEASE shall be construed as a whole according to the fair meaning and not strictly for or against either COUNTY or LESSEE.

#### **SECTION 22. NO AGENCY**

This LEASE does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of COUNTY and LESSEE

#### **SECTION 23. WAIVER OF JURY TRIAL**

LESSOR AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. The waiver of trial by jury in the immediately preceding sentence is voluntarily and intentionally made by Lessor and Lessee.

#### **SECTION 24. AUTHORIZED EXECUTION**

Each individual executing this LEASE in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this LEASE for such Party.

This LEASE may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the Parties. Delivery of an executed counterpart's signature page of this LEASE, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this LEASE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this LEASE on the day and year first written above. By their signatures below, each signatory represents that they have the authority to execute this LEASE, and to bind the Party on whose behalf his or her execution is made:

COUNTY OF NEVADA:

By:  Date: 9-8-2023

Printed Name/Title: Steve Monaghan, Director of Information and General Services

Approved as to Form – County Counsel:

By:  Date: 9/8/23

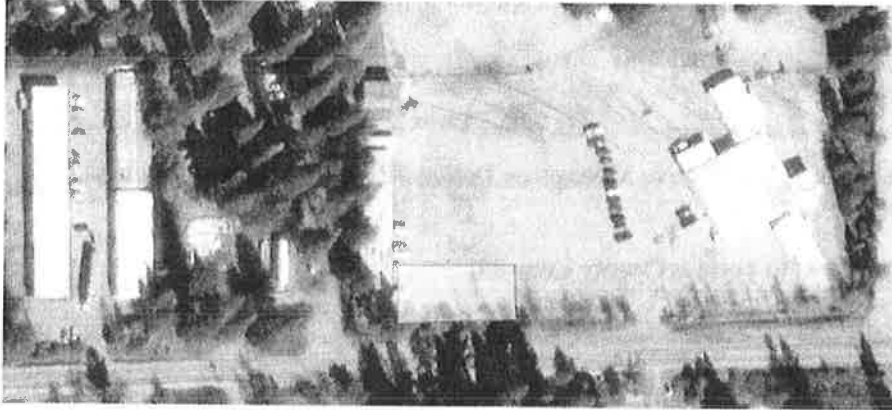
LESSEE: USA Waste of California Inc.

By:  Date: 8/4/2023

Name: James A. Wilson

Title: Vice President

EXHIBIT A



Approximately 8,220 sq feet of land in the southwest corner of the real property within the street address of 12640 Loma Rica Drive, Grass Valley, CA