COUNTY OF SOLANO
GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Agreement") is entered into on _____ (the "Effective Date") between the County of Solano, a political subdivision of the State of California (the "County") and NACA 130, LLC, for the use of a portion of real property located the Nut Tree Airport, Vacaville, CA.

Recitals

A. County owns the Nut Tree Airport (Airport) which includes the real property identified as Assessor's Parcel Number 0129-240-020.

B. Lessee desires to lease property (the "Property") from County for aircraft hangar development and aeronautical use, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the undersigned parties agree as follows:

1) PROPERTY. Lessee leases from the County the Property which is 8,045 square feet, as described and identified in **Exhibit A** (Property Description and Plat Map) and incorporated into this Agreement.

2) TERM. The term of this Agreement (the "Term") shall be 30 years and shall commence upon issuance of a Temporary Certificate of Occupancy by County of Lessee's improvements, but in no event later than January 1, 2019 (the "Commencement Date") and terminate on December 31, 2048 (the "Expiration Date"). Lessee shall execute and provide to County an "Acknowledgement of Completion of Construction" ("Acknowledgement"), which will signify the commencement of the Term if prior to January 1, 2019.

Upon 120 days written notice to County prior to termination of this Agreement, Lessee has the option to extend this Agreement for one additional 10 year term ending December 31, 2058, subject to all terms and conditions of this Agreement. Prior to extension of this Agreement by County, County and Lessee shall reevaluate the market ground lease rental rate. Under no circumstance shall the lease rental rate be decreased. Other comparable hangars located on the Nut Tree Airport and their associated ground lease rental rates shall be used as a basis for determining if an increase in the ground lease rental rate covered by this Agreement is warranted. Any increase in the ground lease rental rate shall not exceed two percent (2%) over the current rental rate required by this Agreement for the Property.

3) AGREEMENT NOT TRANSFERABLE. This Agreement is personal to Lessee only and is not transferable in any manner whatsoever without prior written consent by County. Transfer of this Agreement or the rights granted by this Agreement shall be void and of no force without the express written consent of County, which consent shall not be unreasonably withheld. Lessee shall not sublease, let or sublet all or any part of the Property nor assign this Agreement or any of its interest without the prior written consent of County.

4) PROPERTY USE.

A. Lessee shall use the Property for aeronautical purposes only. Use of the Property shall be for aircraft storage, maintenance, repair and restoration, and other aeronautical activities to include aircraft display.

B. Lessee understands and agrees that any rights granted pursuant to this Agreement are subordinate to the County's grant assurance obligations to the FAA now in effect, or promulgated in the future, and that all rights of Lessee to develop and use the Property granted pursuant to this Agreement, are subordinate to all FAA Grant Assurances and Obligations.

C. Lessee agrees to comply with rules, regulations, and other requirements of the FAA or any successor federal regulatory agency; and Airport rules and regulations adopted by the County, the State of California, and the FAA, applicable to all users of the Airport.

D. Lessee understands that the Property is located near, and in close proximity to, the Nut Tree Airport's Self-Serve Fuel Island (Fuel Island); and that aircraft frequently taxi to and from the Fuel Island, and use the area surrounding the Fuel Island, on a daily and regular basis; and that propeller blasts and propeller wash frequently occurs blowing dirt and dust well beyond the Fuel Island and the area surrounding the Fuel Island; and that dirt and dust from the propeller blast and wash will occur towards, and will likely reach, the Property and Lessees hangar and the aircraft apron located in front of the Lessee's hangar; and Lessee assumes all risk associated with the location of Property.

5) RENT PAYMENTS.

A. Lessee shall pay the County as consideration for its use of the Property, the sum of $8,367 per year ($1.04 Per Square Foot Per Year) (the "Rent"), with the first payment due on or before the Commencement Date of this Agreement. Lessee agrees to pay all Rent due to County during the Term, without any offset or deduction whatsoever, for the nonpayment of which County shall be entitled to exercise all such rights and remedies as are provided for in the case of the nonpayment of Rent. Lessee agrees to pay such Rent to County at the following address, or such other address as the County may from time to time designate:

County of Solano
Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville CA 95688
Attention: Airport Manager

B. Rent payments shall be due and payable annually in advance, on the first day of the month that corresponds with the Commencement Date. In addition to the rent, Lessee shall pay County if, and when due, any sales, use or other taxes or assessments, including possessory interest taxes, which may be assessed or due by reason of this Agreement or Lessee's use of the Property.

C. Commencing with the 2nd annual Rent payment following the Commencement Date, and annually thereafter, the annual Rent payment shall be increased by three percent (3%) of the Rent in effect for the previous year.

6) DELINQUENT RENT. Lessee acknowledges that County incurs collection and administrative costs associated with pursuing delinquent Rent payments. County and Lessee agree that if payment of the Rent for any year is not post-marked or hand-delivered by the County by 5:00 p.m. on the fifteenth (15th) day of the month due, Lessee shall pay a late charge equal to five percent (5%) of such overdue amount, which shall be due and payable at the time the Rent is paid. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding year's Rent. Acceptance of such late charge by County shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

7) UTILITIES. Lessee shall be responsible for and shall pay for all charges for utility services furnished to the Property during the Term, and shall arrange for such services directly with the furnishing utility agency. Lessee is responsible for all utility connections, improvements, repairs or services provided to the Property in all respects. County is under no obligation to provide new, or extend existing, utility lines for services to the Property nor to undertake or bear any expense for any improvements to the Property. Lessee shall have the right to run utilities to the Property in order to service the Property provided that in doing so, Lessee shall not interfere with County's, or other permitted parties' uses of adjacent properties.

8) CONDITION OF PROPERTY. Lessee acknowledges and agrees that Lessee is accepting the Property in an "AS-IS" condition and that the County has not agreed to undertake or provide any improvements to the Property for the Lessee.

9) TIMELY INSTALLATION AND OPERATION.

A. Construction of Property improvements shall commence no later than January 1, 2019. All Property improvements, including site improvements and hangar construction, shall be completed in final form by September 1, 2019, 2019. Failure to commence or complete Property improvements by the dates required by this section shall constitute Default of this Agreement subject to section 29 of this Agreement.

B. All of the improvements to be installed on the Property shall be installed at Lessee's sole cost and expense and in good and workmanlike manner by a licensed contractor and in accordance with building, fire, health and safety codes; and appropriate electrical, mechanical and structural plans and specifications to be reviewed by County, and in accordance will all FAA construction standards and specifications. Improvements to the Property shall be consistent with the Hangar Site Plan and Building Architectural Elevations identified in **Exhibit B**.

10) MAINTENANCE.

A. Lessee is obligated to maintain the Property and the improvements on the Property, including, but not limited to, buildings, fixtures and landscaping in a professional, clean and attractive condition at all times. Failure to do so after providing notice and reasonable opportunity to cure to Lessee as set forth in section 28 of this Agreement will result in Lessee being in default of this Agreement subject to termination by County subject to provisions of section 29 of this Agreement.

In the event of a public necessity that County performs maintenance or repairs, which this Agreement requires Lessee to perform but which Lessee fails to perform, following notice by County and reasonable opportunity for Lessee to cure as provided for by section 28 of this Agreement, Lessee shall reimburse the County within fifteen (15) days after receipt of an invoice from County for the cost of such maintenance or repair plus an amount equal to twenty (15%) of such costs in order to reimburse County for administration and overhead.

B. County agrees to assume the cost of and responsibility for maintenance and repair of taxiway improvements constructed by Lessee that are not located on the leased Property and that will serve as a common through taxiway to and from adjacent future hangar development areas. Responsibility by the County for repair and maintenance costs shall commence upon written acceptance by the County of the taxiway improvements following construction.

11) REPAIRS. With the exception of negligence by the County resulting in damage to the Property, the County shall not be responsible for or obligated to make any repairs to the Property during the Term of this Agreement. Lessee covenants and agrees, at its own cost and expense during the Term, to repair any damage to the Property caused by Lessee, its agents, or contractors and maintain the Property in good condition and repair.

12) ALTERATIONS. Lessee shall not make or permit any other person to make alterations to the Property outside of the scope of this Agreement without the prior written consent of County. Further, Lessee shall not make or permit any other person to make alterations to the Airport including the area adjacent to or in proximity to the Property and hangar building without the prior written consent of County.

13) FAILURE TO OBTAIN PERMITS. Lessee represents that Lessee has obtained or will apply for and obtain all of the necessary construction permits and/or governmental approvals for Lessee's development and improvement of the Property. Issuance of all required permits and governmental approvals is a precondition of this Agreement. Execution of this Agreement in no way constitutes approval by any County or City department with permitting authority over Lessee's activities. If Lessee has not, as yet, obtained such permits and/or approvals, Lessee will have the option to terminate this Agreement because of the denial by the appropriate government agency of any necessary construction permits and/or approvals. Such option must be exercised, if at all, by Lessee's delivery to County of written notice of such termination within five (5) days after Lessee's receipt of notice of denial. This Agreement shall terminate thirty (30) days after County receives written notice of Lessee's intent to terminate under this provision and neither County nor Lessee shall have any further rights, obligations, duties or liabilities to each other, except to the extent same accrued prior to the date of termination.

14) PERFORMANCE BOND. Lessee shall furnish to County a performance bond as described below prior to commencement of development and construction activities on the Property, and promptly after Lessee has complied with section 13 of this Agreement. The bond shall be issued by a surety company licensed to do business in the State of California, and be acceptable to the County in an amount not less than the amount of the construction cost for the development of the Property and shall remain in effect until the entire cost of Property development is paid in full and the new improvements have been insured as provided in this Agreement. The bond shall have the following provisions:

A. That it is conditioned to secure the completion of the proposed construction, free from all liens and claims of contractors, Subcontractors, mechanics, laborers and materialmen for 36 months after commencement of construction.

B. That the construction work shall be completed by Lessee, the general contractor or, on their default, the surety company.

C. That in default of such completion of payment, such part of the amount of the bond as shall be required to complete the work shall be paid to County as liquidated and agreed damages for the nonperformance of Lessee's agreements, it being agreed that the exact amount of County's damages is difficult and impractical to ascertain.

D. That the surety company will defend and indemnify County against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

15) PROTECTION OF COUNTY AGAINST COST OR CLAIM. Lessee shall pay or cause to be paid the total cost and expense of any and all work of improvement on the Property, as that phrase is defined in the Mechanic's Lien Law in effect in the State of California when the work begins. Lessee shall not suffer or permit to be enforced against the Property any mechanic's, materialmen, contractor's or subcontractor's lien arising from any work of improvement however occurring. Lessee may post a bond against such lien and dispute the validity of the lien. Lessee will defend and indemnify County against all liability and loss of any type arising out of work performed on the Property together with reasonable attorney's fees and all costs and expenses incurred by County in negotiating, settling, defending or otherwise protecting against such claims.

16) ACCESS BY LESSEE. For the entire term of this Agreement, Lessee and its agents and contractors shall have access to the Property.

17) ACCESS BY COUNTY. Lessee agrees to accommodate access to the Property and hangar by the County and City of Vacaville officials with prior request of no less than 10 days for the purpose of periodic fire and safety code inspections and compliance with the terms and conditions of this Agreement.

18) OWNERSHIP AND REMOVAL OF IMPROVEMENTS AT TERMINATION.

A. REMOVAL OF IMPROVEMENTS BY LESSEE. Lessee may remove all fixtures and improvements from the Property at expiration of the Term. Removal of all fixtures and improvements shall be at the sole expense of Lessee. Lessee shall notify the County 180 days prior to expiration of the Term that Lessee will be removing all fixtures and improvements from the Property. Lessee shall remove any and all fixtures and improvements from the Property within 120 days following expiration of the Term.

B. LESSEE OFFER OF IMPROVEMENTS TO COUNTY. If Lessee desires not to remove the fixtures and improvements from the Property, Lessee may offer the fixtures and improvements to the County, without condition and at no cost to the County, for the County to own. Lessee shall notify the County 180 days prior to expiration of the Term that Lessee is offering the fixtures and improvements to the County. At the sole discretion of the County, the County may elect to accept or reject the offer subject to the following terms:

1. If County elects to accept the offer to own the fixtures and improvements, the improvements shall be free from all security interest(s) and claims granted to Lessee's lender(s), and be free and clear of all claims to or against Lessee's lenders by Lessee or any third person, and Lessee shall defend and indemnify County against all liability and loss arising from such claims. Notice by the County regarding the County acceptance of the offer will be provided to Lessee within 60 days prior to the expiration of the Term. If the County, at its sole discretion and as owner of the fixtures and improvements, elects to lease the fixtures and improvements, the Lessee will have a Right of First Refusal to lease from the County the fixtures and improvements under terms and conditions acceptable to the County; or

2. If County elects to reject the offer to own the fixtures and improvements, the Lessee shall remove any and all fixtures and improvements from the Property within 120 days following expiration of the Term. Notice by the County regarding County rejection of the offer will be provided to Lessee within 60 days prior to the expiration of the Term. Within 30 days after such notice, Lessee shall deposit with County as depository, as security for compliance with the notice, a performance bond in the amount of the highest of three estimates of the cost of removing any and all fixtures and improvements given by licensed demolition contractors.

C. CONDITION OF PROPERTY UPON REMOVAL OF IMPROVEMENTS. The duty of the Lessee imposed by this section includes, but is not limited to, the duty of Lessee to demolish and remove all buildings and foundations and footings, all base and subgrade material, fill all excavations with native soil, disconnect, terminate and mark all utilities at grade, and return the Property and surface to grade with native grass, and leave the Property safe and free of all debris and hazards.

19) NONENCUMBRANCE OF FEE INTEREST.

A. No encumbrance, whether deed of trust, mortgage or other instrument incurred by Lessee shall, nor shall Lessee have the power to, incur an encumbrance that will constitute in any way a lien or encumbrance on the fee of the Property or any interest of County in the Property.
B. Encumbrances of the leasehold estate shall not merge with the fee estate in the Property merely because both estates have been acquired or become vested in the same person or entity.

C. The mortgage and all rights acquired under it shall be subject to each and all of the covenants, restrictions and conditions of this Agreement and to all rights and interests of County except as otherwise provided in this Agreement.

D. Lessee shall give County prior written notice of any such mortgage and shall accompany the notice with a true copy of the note and mortgage. The mortgage document shall contain provisions that all notices of default under the note and mortgage must be sent to County and Lessee, and that County shall have the right to cure any default of Lessee if Lessee fails to do so.

20) INDEMNIFICATION. Lessee indemnifies, agrees to defend and hold harmless County, its employees, agents and officers from and against any liability, damages, injuries, or claims for damages by reason of injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, arising from the operations and/or use of the Property, by Lessee, its agents, customers, business invitees and/or any persons acting on Lessee's behalf, except for those damages arising out of the negligence or willful misconduct of the County. Lessee shall defend, indemnify and save harmless County and all officers and employees, thereof, from all liability, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to Property arising from or relating to Lessee's use of the Property. County shall indemnify Lessee from and against any liability for personal injury or property damage arising out of the negligence or willful misconduct of the County in connection with the Property.

County shall not be held responsible or liable for any subsurface soil conditions existing at, on, or under the Property on the effective date of this Agreement, except to the extent arising out of the willful misconduct or negligence of County, its officers, agents, or employees. Notwithstanding anything to the contrary contained in this Agreement, County and Lessee acknowledge that as a material inducement for County entering into this Agreement, County shall not be liable under any circumstances for punitive damages or consequential damages (including, without limitation, lost profits or customer losses of Lessee).

21) DAMAGE TO PROPERTY OR PERSON. County will not be liable for the following: (i) any loss or damage to property of Lessee, including the improvements, or of others located in or on the Property, by theft or otherwise, (ii) any injury or damage to persons or property within the Property resulting from fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or leaks from any part of the Property, or from the pipes, appliances or plumbing works, street or subsurface, or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other Lessees or any person(s) in the Property, or by occupants of property adjacent to the Property or common areas, or by the public, or by the construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the Property.

22) INSURANCE. Lessee shall, at its sole cost and expense, procure and maintain during the entire term of this Agreement public liability and property damage insurance in accordance with the requirements of **Exhibit C,** which is attached and incorporated into this Agreement. Proof of insurance shall be submitted to County prior to the Commence Date of the Term of this Agreement.

23) HAZARD AND HAZARDOUS MATERIALS. Hazardous materials are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et. seq., or those which meet the toxicity, reactivity, corosivity or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted in this Agreement, Lessee shall not use, create, store or allow any such substances on the Property provided, however, that Lessee may use within the Property lead-acid batteries for emergency back-up power and small quantities of cleaning solvents, provided that such materials are used, transported, maintained and disposed of in full compliance with applicable environmental laws and regulation, and that no hazardous materials are released in or about the Property. In no case shall Lessee cause or allow the deposit or disposal of any such substance on the Property. Household products necessary for routine cleaning and maintenance of the Property may be kept on the Property in reasonable quantities for current needs.

Lessee agrees not to use or permit the use of the Property for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property, or which, in County's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Property. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Property, and no such materials will be used in any of the equipment operated by Lessee on the Property.

24) POSSESSORY INTEREST. Lessee understands and acknowledges that its interest may be subject to a possessory interest tax or property tax that may be levied on Lessee by the County of Solano pursuant to Section 107 of the Revenue & Taxation Code, Section 33673 of the Health and Safety Code, or other provision of state or local law. Lessee agrees to pay any such tax directly to the County Tax Collector which is billed separately and directly to Lessee.

25) NOTICES. All notices required by this Agreement shall be in writing and given to the party as follows:

Lessee: NACA 130, LLC
5 Corwin Drive
Alamo, CA 94507
Attention: Steven Coutches

County: County of Solano
Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville CA 95688
Attention: Airport Manager

Any notice or demand required to be given shall be made by certified or registered mail, return receipt requested, or reliable overnight courier. County or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

26) SEVERABILITY/WAIVER. If any provision of this Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. Waiver by either party of any of its rights under this Agreement must be in writing and shall not constitute a waiver of any other rights such party may have.

27) AMENDMENT. The terms of this Agreement may be amended only in a writing signed by County and Lessee.

28) DEFAULT. The occurrence of any of the following will constitute a default under this Agreement t by Lessee:

A. Any failure by Lessee to pay, within thirty (30) days, following notice of nonpayment, Rent or to make any other payment required under this Agreement.

B. Any failure by Lessee to observe and perform any other provision of this Agreement to be observed and performed by Lessee, where such failure continues for thirty (30) days after written notice by County to Lessee; provided, however, that if such default cannot be cured within thirty (30) days, Lessee shall not be deemed to be in default if Lessee commences to perform the cure and diligently pursues it to completion..

29) TERMINATION OF AGREEMENT. In the event of default by Lessee, County shall have the right immediately to terminate this Agreement and all rights of Lessee hereunder by giving written notice of no less than thirty (30) days to Lessee of such election by County. No act by County other than giving written notice to Lessee shall terminate this Agreement. This Agreement may be terminated by Lessee without further liability on thirty (30) days prior written notice as follows: (i) upon a default of any covenant, condition, or term hereof by County, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee prior to the Commencement Date for any reason and for no reason, provided Lessee delivers written notice of termination to County prior to the Commencement Date.

30) SUCCESSORS APPLICABLE LAW. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The laws of the State of California shall govern this Agreement.

31) DAMAGE. If the Property or improvements are damaged, destroyed or condemned, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property.

32) RECORDATION. Lessee agrees not to record this Agreement or any memorandum thereof unless required by governmental action or franchise agreement.

33) FORCE MAJEURE. Whenever a period of time is prescribed for the taking of any action by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of said party.

34) TIME OF PERFORMANCE. Except as expressly otherwise provided, with respect to all required acts of Lessee, time is of the essence of this Agreement. Lessee agrees to complete and finalize all hangar construction and improvements to the Property no later than July 1, 2018. Failure to complete and finalize all hangar construction and improvements shall constitute a default under this Agreement by Lessee subject to Section 28 of this Agreement.

35) TRANSFERS BY COUNTY. County shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Property referred to in this Agreement, and in such

event and upon such transfer, County shall be released from any further obligations hereunder, and Lessee agrees to look solely to such successor in interest of County for the performance of such obligations.

36) COMMISSIONS. Lessee indemnifies and holds County harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Agreement.

37) ENTIRE AGREEMENT. This Agreement embodies the entire agreement between County and Lessee with relation to the contemplated transaction, and there have been and are no covenants, agreements, representations, warranties, or restrictions between County and Lessee with regard to this Agreement other than those specifically set forth in this Agreement.

38) COMMENCEMENT OF OPERATIONS. The commencement of operations on the Property by Lessee shall constitute the acknowledgment and agreement of Lessee that Lessee is fully familiar with the physical condition of the Property, and that Lessee has accepted the same in good order and condition, and that the Property complies in all respects with the requirements of this Agreement and is suitable for the purposes for which the Property is leased. In that regard, County disclaims, and Lessee waives, any express or implied warranty of suitability with respect to the Property and any express or implied warranty of fitness for a particular purpose.

39) NO PARTNERSHIP. Nothing in this Agreement shall be construed to create a partnership or joint venture between County and Lessee or any other relationship other than as County and Lessee; nor shall Lessee in any manner act or indicate to any third party that it is acting as agent of County.

40) CALENDAR DAYS. All time periods and days referred to in this Agreement shall mean calendar days and not business days, unless specifically written as business days.

41) TITLE AND AUTHORITY. County and Lessee each warrant to the other that it has full right, power and authority to execute this Agreement. County further warrants that it has no knowledge that this Agreement will violate any existing covenant, condition or agreement affecting the Property.

The parties, as duly authorized to do so, have executed this Agreement as of the date first written above.

COUNTY: County of Solano, a political subdivision of the State of California

BY: _____
Birgitta E. Corsello
County Administrator

LESSEE: NACA 130, LLC

BY: Steven Coutches
Steven Coutches

APPROVED AS TO FORM:
Bernadette Curry, Deputy
County Counsel

EXHIBIT A
Property Description and Plat Map

LEGAL DESCRIPTION
LEASE AREA
NUT TREE AIRPORT

All that real property situated in the City of Vacaville, County of Solano, State of California, described as follows:

Being that portion of the Nut Tree Airport described as follows:

Beginning at a point being distant North 07°14'00" West, 314.42 feet from a point on the northerly line of the map entitled "Record of Survey of the Nut Tree", filed in Book 25 of Surveys, Page 41, Solano County Records, said point being the southwesterly terminus of that bearing and course designated as "North 45°41'07" East 626.88'"; thence from said **Point of Beginning**, the following four (4) courses and distances:

1. North 56°26'03" West, 80.25 feet;
2. North 33°42'21" East, 100.25 feet;
3. South 56°26'03" East, 80.25 feet to a point being South 84°22'43" West, 434.63 feet from the northeasterly terminus of aforementioned course designated as "North 45°41'07" East 626.88'";
4. South 33°42'21" West, 100.25 feet to the **Point of Beginning**.

This description was prepared from record data. The basis of bearings for this description is the map filed in Solano County Records on January 15,1997 at Book 22 of Surveys, Page 10.

Containing 8045 Square Feet, more or less.

See plat to accompany description, attached hereto and made a part hereof.

End of description.

This Legal Description was prepared by or under the direction of:

7.18.18

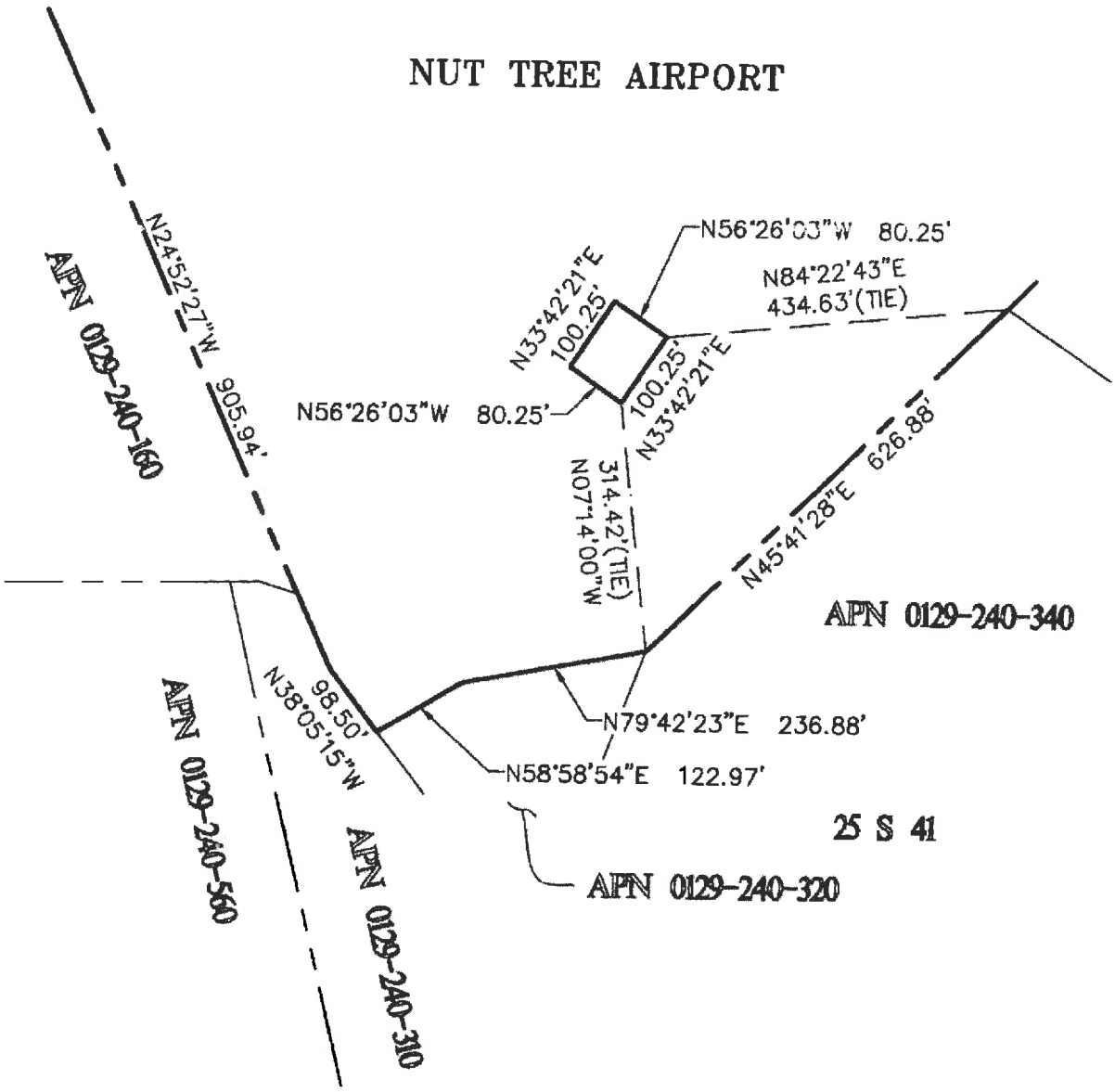
Thomas A. Phillippi, RCE 32067 Date:

REGISTERED PROFESSIONAL ENGINEER
THOMAS A. PHILLIPPI
No. 32067
CIVIL
STATE OF CALIFORNIA

EXHIBIT A-1

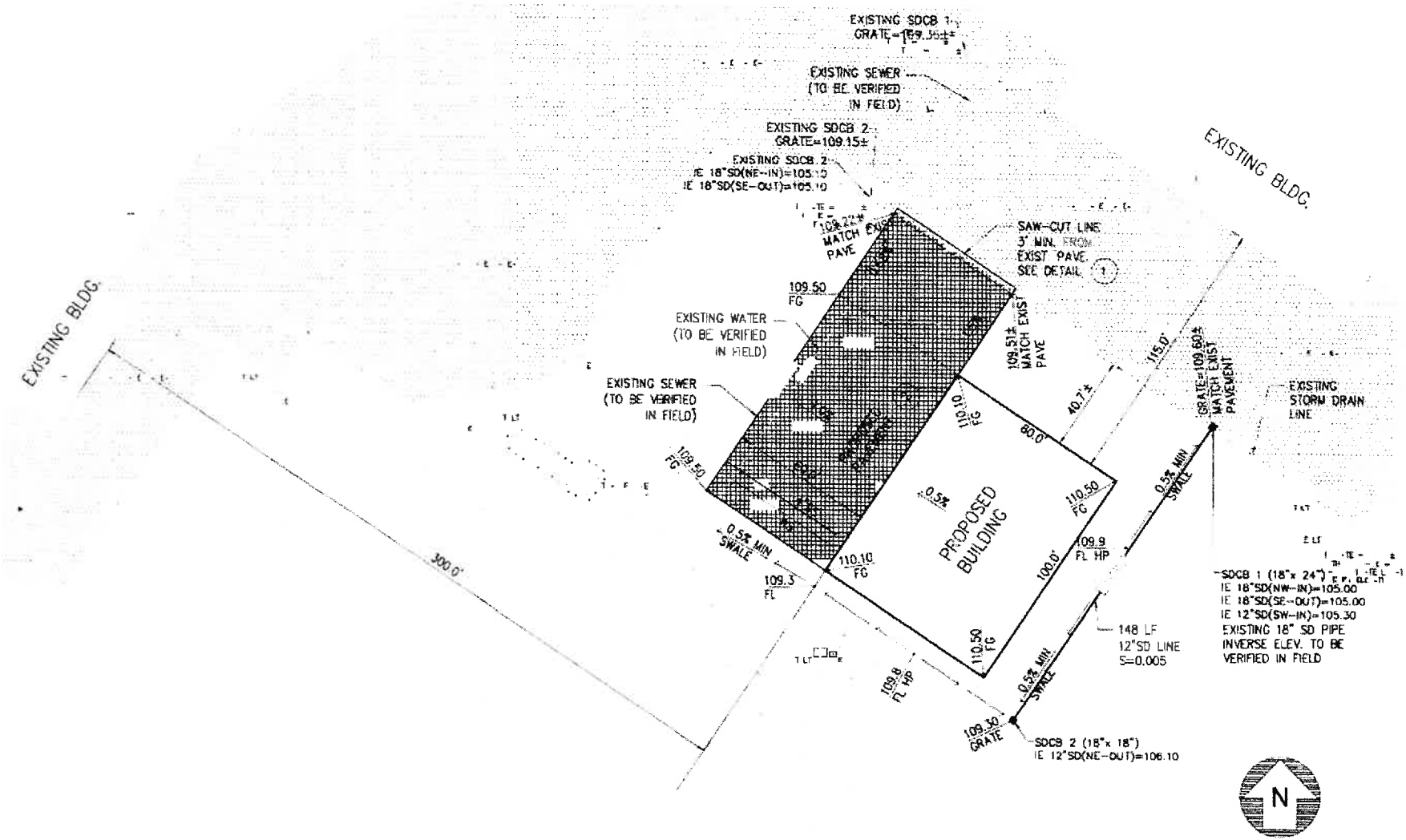
LEASE AREA

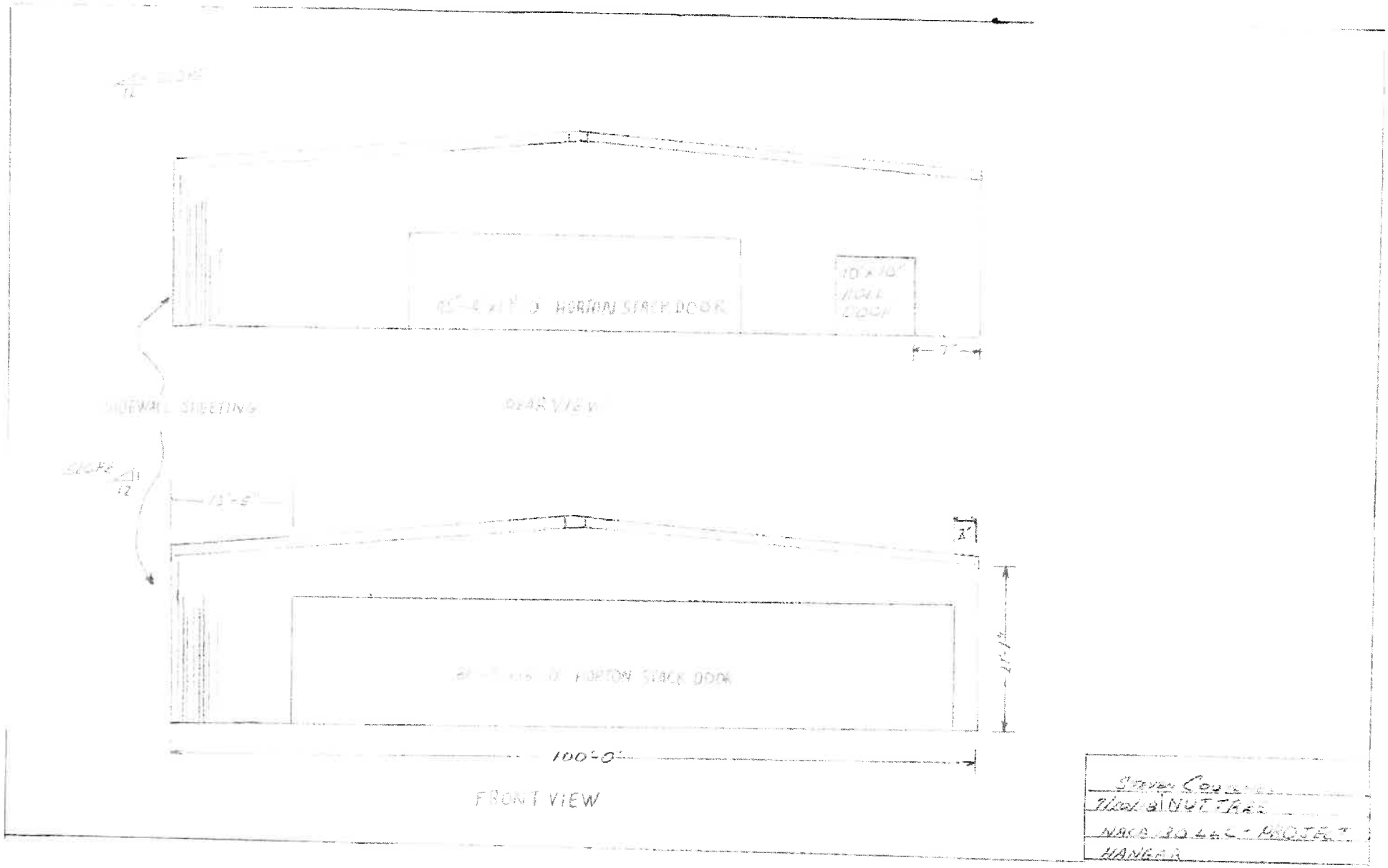
8045± SQ.FT. TOTAL

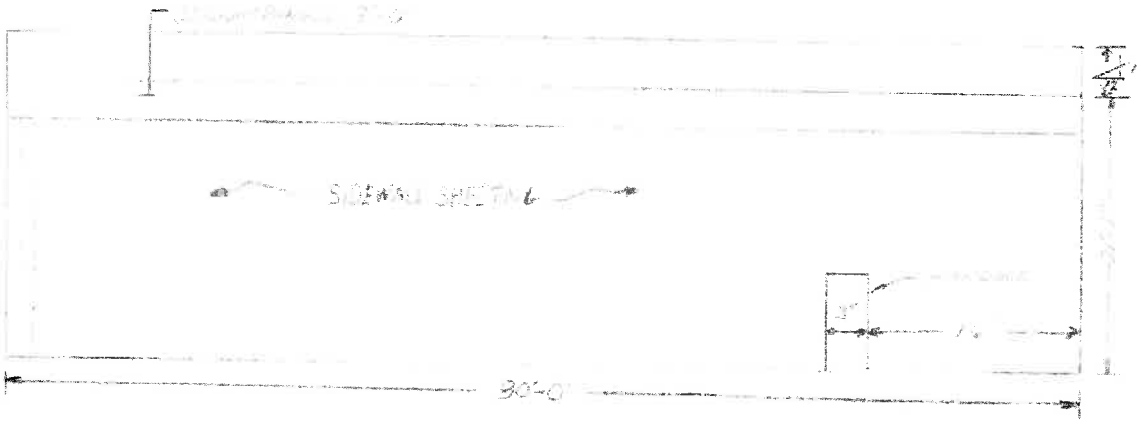


PROJECT NAME/LOCATION:		
NUT TREE AIRPOIRT LEASE AREA	DRAFTED BY: GJM CHECKED BY: SWT PROJECT NO.: 20180210 DWG NAME: 20180210 Lease ISSUE DATE: 07/18/18	PHILLIPPI ENGINEERING CIVIL ENGINEERING - LAND SURVEYING 425 MERCHANT STREET VACAVILLE, CA 95688 P.O.BOX 6556 VACAVILLE, CA 95696 OFFICE (707) 451-6556 FAX (707) 451-6555

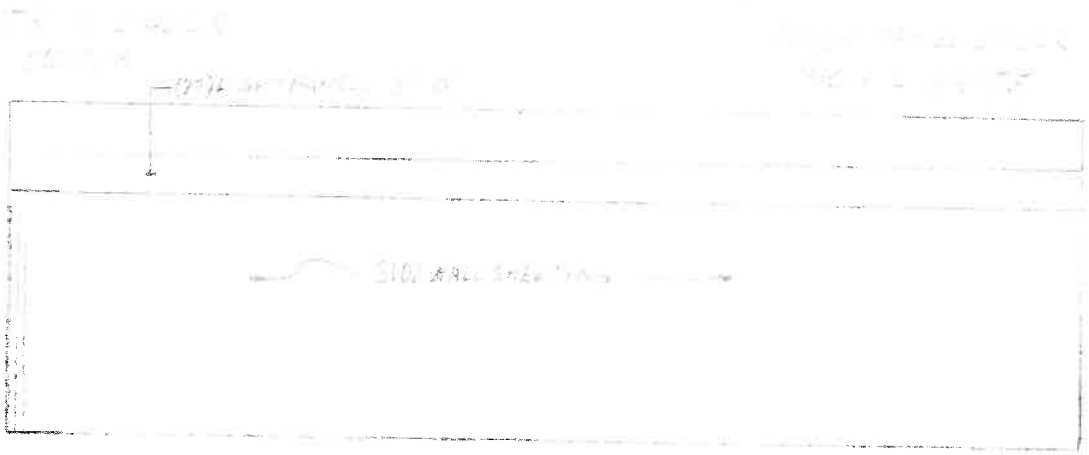
EXHIBIT B
Hangar Site Plan and Building Architectural Elevations


EXISTING SDCB 1
GRATE=109.35±
EXISTING SEWER
(TO BE VERIFIED
IN FIELD)
EXISTING SDCB 2
GRATE=109.15±
EXISTING SDCB 2
IE 18"SD(NE-IN)=105.10
IE 18"SD(SE-OUT)=105.10
EXISTING BLDG.
EXISTING BLDG.
SAW-CUT LINE
3' MIN. FROM
EXIST. PAVE.
SEE DETAIL 1
109.50
FG
EXISTING WATER
(TO BE VERIFIED
IN FIELD)
EXISTING SEWER
(TO BE VERIFIED
IN FIELD)
109.51±
MATCH EXIST
PAVE
115.0'
40.7±
GRATE=109.60±
MATCH EXIST
PAVEMENT
EXISTING
STORM DRAIN
LINE
110.10
FG
60.0'
109.50
FG
PROPOSED
BUILDING
110.50
FG
0.5% MIN
SWALE
0.5% MIN
SWALE
110.10
FG
100.0'
109.9
FL HP
300.0'
109.3
FL
SDCB 1 (18"x 24")
IE 18"SD(NW-IN)=105.00
IE 18"SD(SE-OUT)=105.00
IE 12"SD(SW-IN)=105.30
EXISTING 18" SD PIPE
INVERSE ELEV. TO BE
VERIFIED IN FIELD
148 LF
12"SD LINE
S=0.005
110.50
FG
109.8
FL HP
0.5% MIN
SWALE
109.30
GRATE
SDCB 2 (18"x 18")
IE 12"SD(NE-OUT)=106.10
N


HORTON STACK DOOR
10'x10'
WALK DOOR
7'
SIDEWALL SHEETING
REAR VIEW
13'-6"
HORTON STACK DOOR
100'-0"
FRONT VIEW
Steven Co
Walnut Tree
NAC
HANGAR



SIDEWALL LEFT (EAST)



SIDE WALL RIGHT (WEST)

STEVEN COUCHES	
7/10/18	NUT TREE
NACA 130 LLC - PROJECT	
HANGAR	

NACA 130, LLC
HANGAR

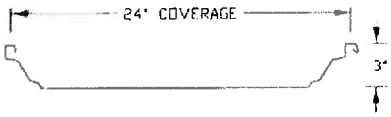
R & M STEEL COMPANY

P.O. Box 580 • Caldwell, ID 83606
208-454-1800 www.rmsteel.com

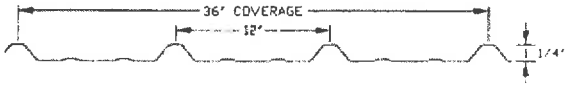
Color Availability Chart

WHITE	GRAY	DARK BLUE
PACIFIC WHITE (EXT. ROOF)	BROWN	SAGE GREEN
IVORY	COPPER	KELLY GREEN
LIGHT STONE (EXT. WALLS	RED	HUNTER GREEN
SANDSTONE BEIGE	LIGHT BLUE	COPPER PENNY
SAND GOLD		GALVALUME PLUS®

TS 324

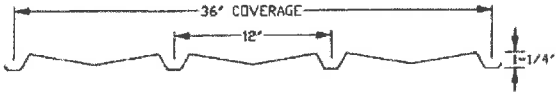


PBR 36



VS 216

A 36



Prime Rib 36

Western Wall

Architectural 16

ILLUSTRATION OF HANGAR DOORS (ONLY)

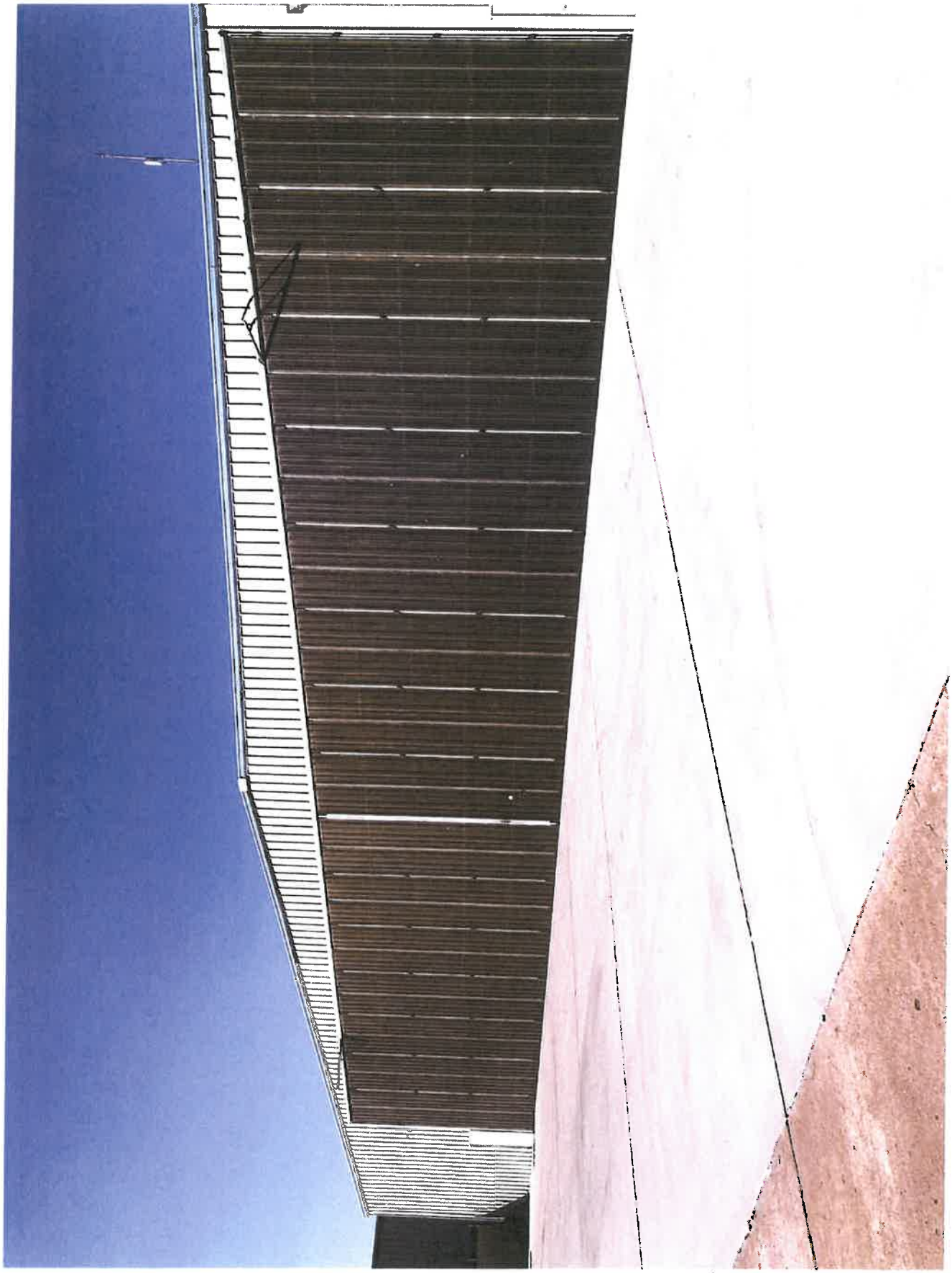


EXHIBIT C
Insurance Requirements

A. Without limiting Contractor's obligation to indemnify County, Contractor must 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 performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$5,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$5,000,000**	per accident for bodily injury and property damage with an MCS-90 endorsement
(3) Workers' Compensation:	As required by the State of California.	
(4) Pollution Legal Liability:	**$5,000,000**	per occurrence covering claims for on-site, under-site or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. At the option of the County, Contractor shall provide a financial guarantee reasonably satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy. Automobile coverage shall include an MCS90 Endorsement and ISO Form CA 99 48 03 06 – Pollution Liability- Broadened Coverage for Covered Autos.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above-described policies (except for worker's compensation coverage) be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.