

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is given this 3rd day of October, 2023 by Tehama County Sheriff's Office ("Tenant") at the request of DECR LLC, a California limited liability company ("Landlord") for the benefit of Colbert 118, LLC, a Tennessee limited liability company ("Buyer").

A. Pursuant to that certain Hangar Lease Agreement between Tenant and Landlord dated July 28, 2020 (the "Lease"), Tenant leases certain premises located at 2020 Hornbeck Street, Red Bluff, CA 96080, Hangar 4 (the "Premises") from Landlord.

B. Landlord is selling the Premises to Buyer.

Tenant hereby confirms, certifies, represents, and warrants to Buyer and Landlord that:

1. **Term.** The Lease commenced on May 1, 2020. The Lease is on a month-to-month basis and may be terminated by either party with 30 days' notice.

2. **Rent; Deposits; Advance Payments.** Tenant currently pays \$250 per month in rent. All rent and additional charges due from Tenant have been paid through September 1, 2023. Tenant has paid a \$250 security deposit to Landlord. There are no unexpired rent abatements, free rent periods, rent credits, or rent concessions of any kind existing under the Lease. Tenant has not paid any other deposits or prepaid rent to Landlord.

3. **Landlord's Work.** All improvements or repairs required to be made by Landlord in, on, or about the Premises, if any, have been completed in accordance with the terms of the Lease and to the satisfaction of Tenant. All allowances, reimbursements, or other obligations of Landlord for the payment of monies to or for the benefit of Tenant, if any, have been fully paid, all in accordance with the terms of the Lease.

4. **No Modifications.** A true, correct, and complete copy of the Lease is attached hereto as Exhibit A and incorporated herein by this reference. The Lease is in good standing and in full force and effect and, except as set forth on Exhibit A, there have been no modifications or amendments to the Lease.

5. **Occupancy.** Landlord has delivered, and Tenant has accepted, possession of the Premises and is currently in occupancy of the entire Premises. Tenant has not subleased any portion of the Premises or assigned or otherwise transferred any of its rights under the Lease.

6. **No Defaults.** Neither Landlord nor Tenant is in default in respect of any of its obligations and no event has occurred, and no condition exists, with the passage of time, the giving of notice or both that would permit either party to terminate the Lease or assert a breach or default of the Lease by the other party.

7. **No Liens.** In the past 90 days, Tenant has not undertaken, caused, directed and/or contracted for any work, labor or materials, to the Premises or Landlord's adjacent property which may result in mechanics' and/or materialmen's liens affecting and/or encumbering the Premises or Landlord's adjacent property.

Estoppel Certificate – 2020 Hornbeck Street, Red Bluff, CA 96080, Hangar 4

8. ***Right of First Refusal.*** Tenant has no option or right of first refusal to purchase the Premises.

This Estoppel Certificate is given to Buyer and Landlord on the understanding that Buyer and Landlord will be relying upon this Estoppel Certificate in connection with the purchase and sale of the Premises.

IN WITNESS WHEREOF, Tenant has executed this Estoppel Certificate as of the date first written above.

TENANT:

Tehama County Sheriff's Office

By: 
Name: Dave Kain
Title: Sheriff-Coroner

EXHIBIT A

[Attached]

038328\00005\16523789v1

Hangar Lease Agreement

This Lease Agreement, made and entered into at Red Bluff, California by and between the DECR LLC, 3770 Flight Ave, Redding, CA 96002, hereinafter referred to as "Lessor" and

Tehama County Sheriff's Office

NAME(S)

22840 Antelope Boulevard (Mailing: P.O. Box 729)

STREET ADDRESS

Red Bluff, CA 96080

CITY, STATE, ZIP CODE

530-529-7940

PHONE NUMBER(S)

lcallaway@tehamaso.org

e-mail address

FAA Registered "N" Number(s) of aircraft(s) stored in hangar.
(Lessee shall notify Lessor of any changes in "N" Number)

hereinafter referred to as "Lessee," WITNESSETH:

I. LEASED PREMISES

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor Hangar Unit Number 4 (Leased Premises) located at the 2020 Hornbeck Street, Red Bluff, CA 96080.

b. Removed - Reserved

II. TERM

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for one

year commencing on 05-01-2020 and ending on 05-30-2021. In the event Lessee holds over after the termination of this Lease, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

III. RENT AND SECURITY DEPOSIT

a. Lessee shall pay Lessor rent as for the leased premises the sum of \$250 per month through December 31 of the year of this Lease and then effective January 1 of each succeeding year, the rent shall be increased by 3% per year, so long as this Lease is in effect.

b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than thirty (30) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall promptly remove the aircraft and all other items located in the leased hangar. If Lessee fails to comply with the aforementioned notice within five (5) days from date of the notice, Lessor shall cause all contents in the leased hangar, including any aircraft to be removed at Lessee's expense.

c. Lessee shall pay Lessor a security deposit equal to one month's rent upon execution of this agreement.

IV. COVENANTS OF LESSEE

Lessee agrees as follows:

a. To make no alterations to the Leased Premises without written consent of the Lessor. All fixtures installed or additions and improvements made to the Hangar Space shall, upon completion of such additions and improvements, become Lessor's property and shall remain in the Hangar Space at the termination of the agreement, however terminated, without compensation or payment to Lessee.

b. To repay the Lessor the cost of repairs made necessary by Lessee's negligent or

careless use of the Leased Premises.

c. To surrender the Leased Premises at the termination of this Lease in as good condition as when first occupied, reasonable wear and tear excepted.

d. To lock and prime all door operating mechanisms according to the posted instructions. Damage which is caused by Lessee's failure to comply with posted instructions shall be repaired at Lessee's expense.

e. To lock the Leased Premises at all times when not in use by Lessee.

f. Not to perform any aircraft maintenance of any type outside Leased Premises. Further, no maintenance shall be conducted on the ramp, taxi-ways or adjacent areas.

g. To pay any penalties or fines that are assessed against the Lessor because of Lessee's negligence, carelessness, misconduct, acts or omission of acts.

h. To maintain the Leased Premises at all times in neat and clean condition. Restrain from piling boxes, drums or similar items on the outside of the Leased Premises and keep trash and waste oil in covered receptacles outside of public view.

i. Reserved

j. Painting of aircraft or other vehicles in the leased Hangar is permitted if in compliance with all OSHA and EPA requirements, rules and regulations.

k. No welding—gas or electric—in leased Hangars.

l. No fuel, flammable liquids or other hazardous materials as defined by the California State EPA shall be stored or kept on the leased premises except not more than eighty gallons of fuel will be permitted, provided it is stored in not larger than ten gallon safety containers of a type approved by the Underwriters Laboratories. All containers shall be stored at least two feet above the floor level of the hangar.

m. No aircraft engine operation is permitted in the Hangar for any reason.

n. No aircraft engine operation is permitted which would send/blow propwash into any open Hangar or other hangar.

o. Lessee shall maintain a fire extinguisher as provided by the Lessor in the leased Hangar.

The fire extinguisher will be properly maintained by Lessee in fully charged condition (type ABC required).

- p. Interior lights shall not be left on when the Lessee is not in or around the hangar bay.
- q. Excessive electrical consumption may result in a monthly surcharge.
- r. No unattended space heaters of any nature are permitted to be used in the Hangar.
- s. Hangar doors will be secured in the closed position at all times the Lessee is not in the Hangar, or not in the immediate area.
- t. Reserved
- u. No unattended private automobiles or other vehicles are permitted to be parked on the ramp.

V. RIGHT OF INSPECTION

a. Lessor has the right to enter the premises however due to the content of the items that are stored in the unit, arrangements must be made to contact Lessee and have them on site at all times with the Lessor if needed to schedule any walk throughs for inspection's or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Leased Premises. Due to the nature of Lessee's needs for leasing the building inspection will only be necessary in an emergency situation for necessary repairs.

VI. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this contract; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities; and shall indemnify, defend, and hold harmless the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature, arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The

Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. Lessee shall obtain aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operations, storage, and use of the aircraft arising from or related to the rental of hanger. The limit of liability shall be no less than One Million Dollars (\$1,000,000.00) per occurrence.

c. The Certificate of Insurance shall show the DECR LLC, its agents as additional insurers and loss payees and shall provide the Lessor a thirty (30) day advance notice of any cancellation or changes in Lessee's coverage or limits.

d. Lessee will indemnify, hold harmless, and waive subjugating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

e. Lessor shall indemnify, defend, and hold harmless the Lessee and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature, arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers.

VII. Hazardous Substances

a. The term "Hazardous Substances", as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.

b. Environmental Prohibitions. Lessee shall not cause or permit to occur any violation of any

federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the leased premises, or arising from Lessee's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions.

c. Environmental Compliance.

1. Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the leased premises (the "Laws").
2. Lessee shall, at Lessee's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.
3. If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the leased premises, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all work required by the clean-up plans.
4. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this Section [number of section], within a reasonable time, Lessor may do so; and in that case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the leased premises and Lessee's use of the premises, and for compliance with all applicable laws, and Lessee shall execute all documents promptly upon Lessor's request. No action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Section [number of section].

d. Lessee's obligations and liabilities under this Section [number of section] shall survive the expiration or termination of this lease.

e. Environmental Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor and its officers, directors and shareholders from all fines, suits, procedures, claims, and actions of every kind and all costs (including attorneys and consultants fees), arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term at or from the leased premises, or which arises at any time, from Lessee's use or occupancy of the leased premises, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws and all other environmental laws. Lessee's obligations and liabilities under this Section [number of section] shall survive the expiration or termination of this Lease.

VIII. RESERVED

IX. RIGHT OF TERMINATION

- a. Except as provided in Paragraph III herein, either party may terminate this Agreement with thirty (30) days prior written notice. Rent shall not be prorated within the month of termination. If Lessee terminates this Agreement before expiration of the initial term there shall be no refund of the security deposit.

X. MOVING OUT

- a. Lessee will thoroughly clean the Leased Premises prior to delivering possession of the Leased Premises to Lessor. Any cleanup costs or repair costs incurred by Lessor due to Lessee's occupancy will be deducted from the Security Deposit. A check for the remainder of the security deposit or an Invoice if said costs exceed the Security Deposit will be mailed to the Lessee within sixty (60) days of move out.

XI. SUBLETTING

- a. Lessee shall not at any time assign, sell, convey, or sublet this Lease or any part of it.

XII. NOTICE

- a. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

XIII. PARAGRAPH HEADINGS

- a. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

XIV. GOVERNING LAW

- a. This agreement is a contract executed under and to be construed under the laws of the State of California. The venue of any court proceedings shall lie in Tehama County, California.

XI. WAIVER

- a. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

XVI. SEVERABILITY

- a. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

XVII. ENTIRE AGREEMENT

- a. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of

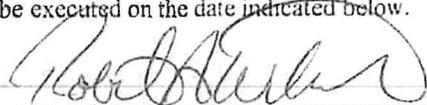
either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

Each party to this Agreement has caused it to be executed on the date indicated below.

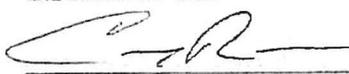
JUL 28 2020
Date

070220
Date

07-06-20
Date


Chairman of the Board


Dave Hencratt, Sheriff-Coroner

DECR LLC. BY:

Its authorized Agent, Lessor

Please mail all lease payments to:
DECR LLC
3770 Flight Ave
Redding, CA 96002

(Please include hangar number in memo on check.)

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: DECR, LLC

Contract Description: Lease agreement for hangar space for storage. Lease is \$250 per month for the remainder of the 2020 calendar year; and then effective January 1 of each succeeding year, the rent shall be increased by 3% per year.

APPROVED AS TO FORM:

By: 
Andrew D. Plett
Deputy County Counsel

Date: 6-29-2020

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T A G E N D A

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Dennis Garton, Supervisor - District 3
SECONDER: Burt Bundy, Supervisor - District 5
AYES: Chamblin, Garton, Williams, Bundy, Carlson

9. 9. SHERIFF'S DEPARTMENT

- a) AGREEMENT - Approval and authorization for the Chairman to sign the lease Agreement with DECR LL. for the lease of a storage unit for a fixed monthly rental payment of \$250, effective 5/1/20 and ending on 5/30/21.
(Miscellaneous Agreement #2020-193)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 28th day of July, 2020.

DATED: July 30, 2020

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: Robert Spale

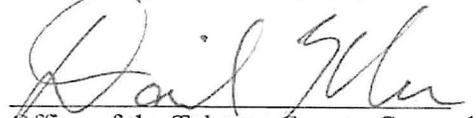
E-Contract Review
Approval as to Form

Department Name: TCSO

Vendor Name: Colbert 118, LLC

Resolution Description: Hanger Lease

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: _____

9/22/23

Agree 2023-326 (Susp)

Final Audit Report

2023-11-01

Created:	2023-11-01
By:	Danielle Peterson (dpeterson@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASam96pYJcPiOMaFfCIM5_1NJuVQS7XXJ

"Agree 2023-326 (Susp)" History

-  Document created by Danielle Peterson (dpeterson@tehamaso.org)
2023-11-01 - 5:35:11 PM GMT
-  Document emailed to dkain@tehamaso.org for signature
2023-11-01 - 5:35:20 PM GMT
-  Email viewed by dkain@tehamaso.org
2023-11-01 - 10:14:51 PM GMT
-  Signer dkain@tehamaso.org entered name at signing as Dave Kain
2023-11-01 - 10:15:18 PM GMT
-  Document e-signed by Dave Kain (dkain@tehamaso.org)
Signature Date: 2023-11-01 - 10:15:20 PM GMT - Time Source: server
-  Agreement completed.
2023-11-01 - 10:15:20 PM GMT