RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes No X)

Resolution approving the assignment of the present Hangar Space Agreement at the Mariposa/Yosemite Airport (Hangar #44) to Forrest Fuller from Anita Heldt, widow of Earl Heldt who was the Lessee. This assignment would continue through the expiration of the current lease at December 31, 1994.

This arrangement has been mutually agreed upon by both Mr. Fuller and Mrs. Heldt (see Attachments 1 and 2). Mr. Fuller will provide the County with up to $1,000,000 in liability insurance.

As a separate transaction, Mrs. Heldt has sold Mr. Fuller the prefabricated hangar presently erected on Space #44.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Earl Heldt originally leased Hangar Space #44 from the County in November, 1984 for a period of ten years expiring December 31, 1994 at a rate of $12.00 per month. Mr. Heldt passed away in November, 1992 and Mrs. Heldt had no further use for the hangar.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The hangar space would have to remain empty and unused for the 18 months remaining on this lease, and Mr. Fuller would have to refund to Mrs. Heldt the large sum of money paid for the structure on the space.

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COSTS: (X) Not Applicable
A. Budgeted current FY
B. Total anticipated costs
C. Required additional funding
D. Internal transfers

SOURCE: ( ) 4/5th Vote Required
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description:
Balance in Reserve Contingencies, if approved:

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
1. Heldt Letter of 5/24/93 Requesting Transfer of Lease
2. Fuller Letter of 5/24/93 Requesting Assignment of Lease
3. Current Lease Agreement

CLERK’S USE ONLY

Res. No.: 93-331
Ord. No.
Vote - Ayes: 6
Noes:
Abstained:
Approved ( )
Denied ( )
Minute Order Attached ( )
No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: Deputy

ADMINISTRATIVE OFFICER’S RECOMMENDATION:
This item on agenda as:

✓ Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment:

A.O. Initials:

Action Form Revised 5/92
TO: MIKE EDWARDS,
DEPT OF PUBLIC WORKS
MARIPOSA COUNTY

FROM: ANITA HELDT

DATE: MAY 24, 1993

RE: TRANSFER OF HANGAR LEASE

FORREST FULLER has purchased the hangar owned by my late husband, EARL HELDT, and desires to take over the County lease of this structure. Hanger #44 - Mariposa Yosemite Airport

I take this means of granting permission to transfer the lease to him with your approval.

Thanks for taking care of this matter.

Anita L. Heldt
24th of May 1993
Forrest Fuller  
P. O. Box 326 Adams Ranch Road  
Hornitos, CA 95325

May 24, 1993

Mr. Mike Edwards  
Mariposa County Department of Public Works  
Mariposa, CA 95338

Dear Mr. Edwards:

I, Forrest Fuller, am requesting a Hanger Lease Agreement with the County of Mariposa containing the same terms and conditions as was in Agreement with the past owner, Mr. Earl Heldt.

Hanger number 44, so numbered at the Mariposa-Yosemite Airport, was purchased from Mrs. Anita Heldt by me, Forrest Fuller, May 17, 1993.

Mariposa County is additionally insured to the amount of one million dollars (1,000,000.00) through Cal Farm Insurance Company as part of my farm liability policy.

Sincerely,

Forrest Fuller
AGREEMENT FOR HANGAR SPACE
AT MARIPOSA-YOSEMITE AIRPORT

This Agreement is entered into on the date or dates
last below written by and between the County of Mariposa, a
political subdivision of the State of California, through its
Special Districts Department, hereinafter referred to merely
as "County", and Yosemite Aviation Service, Inc., a California
Corporation, the Fixed-Base Operator for the County of Mari-
posa at the Mariposa-Yosemite Airport, hereinafter referred
to merely as "Fixed-Base Operator", and __EARL HELDT__,
hereinafter referred to merely as "LESSEE".

WITNESSETH:

WHEREAS, County and Fixed-Base Operator have hangar
space available for rent at the Mariposa-Yosemite Airport, and
WHEREAS, County and Fixed-Base Operator desire to
have a portion of said available hangar space improved with
pavement, and
WHEREAS, Lessee desires to lease improved hangar
space at Mariposa-Yosemite Airport, and
WHEREAS, Lessee is willing to pay the cost of im-
provement for a hangar space, and
WHEREAS, Lessee desires to lease a hangar space
from County and Fixed-Base Operator,
NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. County and Fixed-Base Operator hereby lease to Lessee, and Lessee hereby leases from County and Fixed-Base Operator, hangar space Number 44, located at Mariposa-Yosemite Airport.

2. Lessee agrees to pay to Fixed-Base Operator the sum of TWELVE DOLLARS ($12.00) per month, as and for rental payment for the above-described hangar space. Said payment shall be made on the first of each calendar month during the term hereof, and shall be payable in advance. During the term of this Agreement the monthly rate charged pursuant to this Paragraph shall be the same rate charged for unimproved tie-down space at Mariposa Yosemite Airport. If the unimproved tie-down monthly space rental shall increase during the term hereof, then in that event the rental fee hereunder shall increase in like manner.

3. This Agreement shall be for a term of ten (10) years commencing December 31, 1984, regardless of date of execution. Rental payments, however, shall commence upon execution and continue until December 31, 1994.

4. Lessee shall provide his own hangar, which shall be entirely portable in design, shall be prefabricated in metal and engineered and manufactured by a reputable firm, approved by Fixed-Base Operator.

5. County shall approve of all hangars before placement in the hangar space. Any and all improvement to the hangar during the term hereof, shall be approved by
County in writing prior to said improvements being placed
on the hangar or hangar space.

6. Any and all improvements placed upon the hangar
space, exclusive of the hangar structure itself, shall become
the property of County.

7. Lessee shall pay to County the sum of

ONE THOUSAND EIGHT HUNDRED ------------ DOLLARS ($1,800.00)
as and for the pavement of the hangar space prior to Lessee
being allowed to place any hangar or other structures or
improvements upon the hangar space.

8. The size of the hangar space will be approximately
42 feet by 100 feet, the specific hangar space to be designated
by County and Fixed-Base Operator. The hangar must be placed
with the back wall on the exterior line of the hangar space
and to extend not more than 40 feet from that line so as to
provide unobstructed access to this and other hangars.

Any variations from the conditions contained in this paragraph
shall be mutually agreed upon, in writing, between Lessee, County, and Fixed-Base Operator.

9. Lessee shall not assign, sub-let, or in any
way hypothecate its interest in the hangar space herein, without
the prior written approval of County. County reserves the right
to increase the hangar space fees if, in the event, it approves
an assignment, or sub-letting, or any other hypothecating of
this Agreement by Lessee to another individual or entity.

10. Lessee shall not store any fuel or any other
inflammable material in the hangar outside the confines of the
stored aircraft itself.
11. County shall have the right to inspect the interior of the hangar, at any reasonable time upon notice and request to Lessee.

12. Lessee shall obtain a liability insurance policy, naming County as an additional insured, in the minimum amount of __TWO HUNDRED FIFTY THOUSAND_________DOLLARS ($250,000.00), per occurrence in the event of injury to property or damage to persons as a result of Lessee's use of the hangar space. Proof of insurance shall be provided County upon execution of this Agreement.

13. This Agreement shall be interpreted pursuant to the Laws of the State of California.

14. Lessee agrees to conform to any and all rules and regulations adopted by County, Fixed-Base Operator; or the Federal Aviation Administration relative to operation and control of hangar space at Mariposa-Yosemite Airport.

LESSEE:

Date: 10-26-84

EARL HELDT

FIXED-BASE OPERATOR:

Date: 11-21-84

HANSELM. TURLEY, JR.

COUNTY OF MARIPOSA:

Date: 11-29-84

GERTRUDE R. TABER, Chairman
Board of Supervisors

ATTEST:

GERALD MC CARTHY, County Clerk and Ex Officio Clerk of the Board

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