MARIPOSA COUNTY RESOLUTION NO. 84-201

APPROVING THE AGREEMENT FOR HANGAR SPACE
AT MARIPOSA-YOSEMITE AIRPORT
AND AUTHORIZING THE CHAIRMAN OF THE BOARD
TO SIGN THE AGREEMENTS

WHEREAS, the County of Mariposa and the Fixed-Base
Operator of Mariposa-Yosemite Airport have hangar space available, and

WHEREAS, the "Agreement for Hangar Space at Mariposa-
Yosemite Airport", attached as Exhibit A and incorporated herein
by this reference, is proposed as the Agreement to be used for
purposes of leasing out said hangar space, and

WHEREAS, the Chairman of the Board of Supervisors
requires authorization to sign said Agreements on behalf of the
County as the leases are entered into by lessee.

NOW, THEREFORE, the Board of Supervisors of Mariposa
County, a political subdivision of the State of California
hereby resolves as follows:

1. The Agreement for Hangar Space At Mariposa-Yosemite
Airport referred to as Exhibit A is adopted as the form lease
agreement between lessees of hangar space, Fixed-Base Operator
and County.

2. The Chairman of the Board of Supervisors, is hereby
authorized to sign all Lease Agreements which conform to Exhibit
A, as they are entered into by and between the parties involved.

-1-
Passed and Adopted this 10th Day of July, 1984 by the Board of Supervisors of Mariposa County by the following vote:

AYES: ERICKSON, MOFFITT, TABER

NOES: None

ABSENT: BARRICK, DALTON

ABSTAINED: None

GERTRUDE R. TABER, Chairman
Board of Supervisors

ATTEST:

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN, County Counsel
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 ________________,
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 ________, located at Mariposa-Yosemite Airport.

2. Lessee agrees to pay to Fixed-Base Operator the sum of ________________ DOLLARS ($______) 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. Said rental may be subject to increases annually.

3. This Agreement shall be for a term of ten (10) years from the last date below written. Lessee shall have the option to renew this Agreement for an additional five (5) year period at the expiration hereof. Lessee shall give County and Fixed-Base Operator written notice of intent to exercise the option contained herein not later than ninety (90) days prior to the expiration of the original term of this Agreement.

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 ______

______________________________ DOLLARS ($_______)
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 ____________ DOLLARS ($__________), 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: ____________________________

FIXED-BASE OPERATOR:

Date: ____________________________

COUNTY OF MARIPOSA:

Date: ____________________________

ATTEST:

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

Board of Supervisors, Chairman