MARIPOSA COUNTY RESOLUTION No. 84-311

A RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN
REVISED HANGAR SPACE AGREEMENTS

WHEREAS, a need to revise previous Hangar Space Agreements has been brought before the Board of Supervisors during a regularly scheduled meeting, and

WHEREAS, the Board of Supervisors has found merit in those requests and desires to implement them into a revised agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, as follows:

1. All previous Hangar Space Agreements for the Mariposa-Yosemite Airport are superceded by the attached agreement, marked Exhibit "A" and by this reference incorporated herein.

2. The Chairman is hereby authorized to sign six (6) Hangar Space Agreements, which will all be identical except for the name of the Lessee, and the hangar spaces which will be for hangar spaces 36, 37, 38, 42, 43, and 44.

3. The Chairman's authorization to sign agreements expires on December 31, 1984.

PASSED AND ADOPTED this 16th day of October, 1984, by the Board of Supervisors of Mariposa County by the following vote:

AYES: BARRICK, DALTON, ERICKSON, MOFFITT, TABER
NOES: NONE
ABSENT: NONE
ABSTAINING: 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 Q. 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 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: ____________________________

FIXED-BASE OPERATOR:

Date: ____________________________

HANSEL W. TURLEY, Jr.
COUNTY OF MARIPOSA:

Date: ____________________________

GERTRUDE R. TABER, Chairman
Board of Supervisors

ATTEST:

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