

96-295

MARIPOSA COUNTY  
BOARD OF SUPERVISORS

AGENDA  
ACTION FORM

A NDA DATE: June 25, 1996  
AGENDA ITEM NO.: 8

DEPARTMENT: Public Works

By: Michael Edwards

Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

(Policy Item: Yes X No \_\_\_)

Adopt resolution approving the following lease agreement forms for the Mariposa-Yosemite Airport and authorizing the Public Works Director to execute these agreements with the appropriate parties:

1. Rental Agreement for Tiedown Space (ATTACHMENT 1)
2. Agreement for Ground Space ("Hangar 9" Group) (ATTACHMENT 2)
3. Agreement for Improved Ground Space (ATTACHMENT 3)

These extend written agreements for all spaces at the airport, with the exception of the County-owned hangars. A separate agreement will be developed for County-owned hangars. The written agreement for reserved tiedowns include assurances by the renter that they are aware of County Code and are insured.

The ground space agreement for Hangar 9 has been reviewed several times by members of the "Hangar 9" group (who constructed hangars at the airport in 1992).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

All of the hangar lease agreements at Mariposa/Yosemite Airport were drafted to expire on or before December 31, 1994. Those renting space for hangars currently pay the same cost as for an unimproved tie down. As of July 1, 1996, the ground space rental rate will be based upon square footage occupied by the hangars.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The rental terms or amounts could be amended.

COSTS: ( X ) Not Applicable

A. Budgeted current FY> \$ \_\_\_\_\_

B. Total anticipated Costs> \$ \_\_\_\_\_

C. Required additional funding> \$ \_\_\_\_\_

D. Internal transfers> \$ \_\_\_\_\_

COSTS: ( ) 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. Rental Agreement for Tie Down Space
2. Agreement for Ground Space (Hangar 9)
3. Agreement for Improved Ground Space (other hangars)

CLERK'S USE ONLY

Res. No.: 96-295 Ord. No.: \_\_\_\_\_

Vote - Ayes: 5 Noes: \_\_\_\_\_

Absent: \_\_\_\_\_ 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

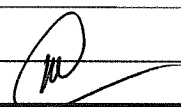
By: \_\_\_\_\_  
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

- Recommended
- Not Recommended
- For Policy Determination
- Submitted for Comment
- Returned for Further Action


Comment: \_\_\_\_\_



MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

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TO: MIKE EDWARDS, PUBLIC WORKS DIRECTOR  
FROM: MARGIE WILLIAMS, Clerk of the Board   
SUBJECT: LEASE AND RENTAL AGREEMENTS FORMS FOR AIRPORT  
RESOLUTION NO. 96-295

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THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on June 25, 1996

ACTION AND VOTE:

**10:25 a.m.** Mike Edwards, Public Works Director;  
Resolution Approving Lease and Rental Agreement Forms for Mariposa-Yosemite  
Airport and Authorizing the Public Works Director to Execute Agreements  
**BOARD ACTION:** Discussion was held and Mike Edwards advised of corrections to the  
draft agreements. (M)Stewart, (S)Reilly, Res. 96-295 adopted/Ayes: Unanimous.

cc: Jeff Green, County Counsel  
Ken Hawkins, Auditor

**MARIPOSA COUNTY**  
**RENTAL AGREEMENT for TIE DOWN SPACE at the**  
**MARIPOSA/YOSEMITE AIRPORT**

SPACE NO: \_\_\_\_\_

Beginning DATE : \_\_\_\_\_

TENANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

**TENANT'S AIRCRAFT:**

MAKE/MODEL OF AIRCRAFT: \_\_\_\_\_

YEAR OF MANUFACTURE: \_\_\_\_\_

FAA REG NO. \_\_\_\_\_

NAME & PHONE TO CONTACT IN CASE OF EMERGENCY (OPTIONAL):

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

The County of Mariposa, hereinafter called "COUNTY" and \_\_\_\_\_  
hereinafter called "TENANT" agree as follows:

1. COUNTY rents to TENANT Tie Down Space No. \_\_\_\_\_ at the Mariposa/Yosemite Airport for the sole purpose of parking TENANT'S aircraft which is owned or leased by TENANT.
2. The term of this agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue from month to month. Except as may herein be otherwise provided relative to termination by COUNTY, this agreement may be terminated at any time by either party by giving ten (10) days advance written notice.
3. TENANT agrees to pay to COUNTY the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as rent per month., payable in advance on the \_\_\_\_\_ day of each month during the term hereof.
4. TENANT acknowledges receipt of a copy of the Mariposa County Code Airport Regulations and agrees to abide by the Code as written. A copy of the regulations herein referred to is attached hereto, marked Exhibit "A".
5. TENANT agrees to abide by any and all rules and regulations of the Federal Aviation Administration and California Division of Aeronautics pertinent to the operation of the Mariposa/Yosemite Airport and users thereof, including but not limited to those restrictions and conditions as may be contained in grants of federal and state funds for improvement of the airport.

6. TENANT agrees to provide insurance coverage in the amounts set forth in Section 19.02.280 of the Mariposa County Code as follows:

\_\_\_\_\_  
\_\_\_\_\_

TENANT will file a certificate evidencing such coverage with \_\_\_\_\_  
\_\_\_\_\_

7. TENANT agrees to indemnify and hold the COUNTY harmless from and against all liabilities or injuries to persons or damage to property caused by TENANT'S use of, occupancy of, or operation of the premises .

8. All payments made by TENANT shall be made personally or mailed to :

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

All other notices or enquiries in regards to this agreement shall be directed to:

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Notices regarding termination of the agreement shall be sent by certified mail, return receipt requested, or delivered in person. All notices to the TENANT shall be in writing and mailed to the TENANT at the address listed above.

9. The undersigned TENANT acknowledges having read and understood the foregoing , including Exhibit "A", prior to execution of this agreement and acknowledges receipt of a copy thereof.

SIGNATURE OF TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY of MARIPOSA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

(Hangar 9)

AGREEMENT FOR GROUND SPACE  
AT MARIPOSA-YOSEMITE AIRPORT

This AGREEMENT is entered into on the most recent date last below written by and between the County of Mariposa, a political subdivision of the State of California, through its Special Districts Departments, hereinafter referred to merely as "COUNTY" and \_\_\_\_\_, hereinafter referred to merely as "LESSEE".

WITNESSETH:

WHEREAS, COUNTY has ground space available for rent at the Mariposa-Yosemite Airport, and

WHEREAS, LESSEE desires to lease ground space at Mariposa-Yosemite Airport, and

WHEREAS, LESSEE has paid the cost of site improvement for ground space number \_\_\_\_\_, and

WHEREAS, LESSEE desires to lease a ground space from COUNTY;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. COUNTY hereby leases to LESSEE, and LESSEE hereby leases from COUNTY ground space number \_\_\_\_\_, located at Mariposa-Yosemite Airport, and consisting of \_\_\_\_\_ square feet; a plot plan describing the premises is attached hereto, marked Exhibit "A" and by this reference incorporated herein, hereinafter referred to as "PREMISES".

2. LESSEE agrees to pay to COUNTY the sum of 1.6 cents per square foot per month, as and for rental payment for the PREMISES. The 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 per square foot 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 and be effective concurrently with the general increase.

3. The term of this AGREEMENT shall be for a period of sixteen (16) years commencing November 1, 1995 regardless of the date of execution. Rental payments as described in Paragraph 2 above, however, shall commence upon execution and continue until October 31, 2011.

At the conclusion of this AGREEMENT, i.e., October 31, 2011, COUNTY shall have the following options:

- A) Require LESSEE to remove LESSEE'S hangar at LESSEE'S sole expense.
- B) Purchase LESSEE'S hangar upon the terms and conditions as described in Paragraph 23 below.

If COUNTY does not elect either "B" or "C" above, LESSEE shall have the option of either removing the hangar at LESSEE'S sole expense or extending this AGREEMENT for an additional ten (10) year period. If an extension is granted, all of the terms and conditions of the AGREEMENT shall remain in full force and effect, except rent, which shall be subject to re-negotiation.

If the hangar is to be removed upon expiration of this AGREEMENT, COUNTY shall notify LESSEE and LESSEE shall comply with the notice within sixty (60) days of the notice.

4. LESSEE shall provide his or her own hangar, which shall be prefabricated in metal and engineered and manufactured by a reputable firm, approved by COUNTY, and shall be so constructed as to be removable if required hereunder.

5. COUNTY shall approve of all hangars before placement on the PREMISES. COUNTY acknowledges the hangar now occupying space number \_\_\_\_\_ meets COUNTY approval.

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

7. The hangar must be placed in accordance with the site plan approved by the Mariposa County Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and COUNTY.

8. LESSEE shall not assign, sub-let, or in any way hypothecate its interest in the hangar space herein, without the prior written approval of Public Works Director, or his designee. The Public Works Director, or his designee, shall respond to LESSEE'S request, in writing, not later than ten (10) working days from the date the Public Works Department receives a written request from LESSEE. The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

9. LESSEE shall use the PREMISES primarily for aircraft storage. LESSEE shall not store fuel or any other inflammable material in excess of five (5) gallons in the hangar outside the confines of the stored aircraft itself. Storage of more than five (5) gallons shall require approval of the Mariposa County Fire Chief. LESSEE shall not utilize the PREMISES for any storage purpose which is in conflict with the Mariposa-Yosemite Airport Rules and Regulations, Mariposa County Code, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations.

10. LESSEE shall not use the PREMISES for the operation of any business, without prior COUNTY approval in writing. Any approved business shall be airport related.
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 Five Hundred Thousand Dollars (\$500,000) per occurrence in the event of damage to property or injury to persons as a result of LESSEE'S use of the PREMISES. Proof of insurance shall be provided COUNTY upon execution of this AGREEMENT. LESSEE'S insurance shall be primary with respect to any insurance or self-insurance maintained by COUNTY or Fixed Base Operator. COUNTY shall be notified in writing thirty (30) days prior to cancellation or expiration of the policy.
13. The LESSEE hereby agrees to and shall protect, indemnify and hold COUNTY and all officers, agents, representatives and employees of COUNTY, free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, from any and all liability or claims for injury or damage to property arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the LESSEE or of LESSEE'S independent contractors, employees, representatives, agents, or invitees. The indemnity and hold harmless provisions shall also apply in favor of COUNTY and all officers, agents, representatives, and employees of COUNTY where LESSEE requests services of COUNTY, its officers, agents, representatives, or employees, which are not the subject of this AGREEMENT.
14. LESSEE agrees to conform to rules and regulations adopted by COUNTY, Fixed-Base Operator, Airport Manager, or the Federal Aviation Administration (FAA) relative to operation and control of PREMISES at Mariposa-Yosemite Airport.
15. LESSEE shall keep the outside and inside of the PREMISES clean and free of any unsightly dirt, trash, or garbage.
16. LESSEE agrees to abide by and comply with all rules and regulations of the Civil Aeronautics Acts and laws of the United States of America and of the State of California, ordinances and Code of the County of Mariposa and all regulations of Mariposa-Yosemite Airport now or hereafter made for regulation, control and operation of the Airport and activities to be carried on by LESSEE.
17. LESSEE shall pay prior to delinquency any taxes (including possessory interest taxes) and assessments levied or assessed on the PREMISES, or LESSEE'S possessory interest therein, and on any personal property of LESSEE'S situated in, on, or about the PREMISES.
18. Throughout the LEASE term, LESSEE shall, at LESSEE'S sole cost and expense, maintain the PREMISES and all improvements now existing and hereafter erected thereupon, including but not limited to the site improvements, e.g., pavement,

in good condition and repair, ordinary wear and tear excepted and in accordance with all applicable rules, laws, ordinances, orders and regulations of relevant federal, state, county, municipal, and other governmental agencies and bodies. The area of pavement that LESSEE is responsible for maintaining is described on Exhibit "B" attached hereto and by this reference incorporated herein. LESSEE shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements.

19. Upon termination for cause prior to the expiration of this AGREEMENT or any extension thereof, COUNTY may at COUNTY'S election, demand the removal from the PREMISES of the hangar. A demand for removal shall be effected by notice given in or concurrently with notice of such termination or within thirty (30) days after such termination.

LESSEE shall comply with the notice within sixty (60) days after the notice for other termination.

20. COUNTY shall have the right, upon six (6) months notice, to relocate LESSEE to another location on Airport property. COUNTY shall be responsible for the cost of moving fixed equipment including the hangar to the new location. LESSEE agrees that COUNTY will pay no penalties, relocation allowances, damages, or other fees except as stipulated. COUNTY agrees that the rental fees will remain as stated in this AGREEMENT, should a relocation become necessary, for the balance of the term. In the event COUNTY exercises its right to relocate LESSEE'S hangar, COUNTY shall provide LESSEE with site improvements for LESSEE'S hangar which are equivalent to the site improvements now existing at LESSEE'S hangar location.

21. LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other services supplied to the PREMISES, including the cost of installation and maintenance thereof, if any.

22. In the event of any breach of this LEASE by LESSEE, COUNTY, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and personal property from the PREMISES. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE. Should COUNTY elect to re-enter as herein provided, or should COUNTY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, COUNTY may either terminate this LEASE or may, from time to time, without terminating this LEASE, relet PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as COUNTY, in its sole discretion, may deem advisable with the right to make alterations and repairs to the PREMISES in order to bring it to a rentable condition. Rentals received by COUNTY from such reletting shall be applied first to payment of any indebtedness other than rental due hereunder from LESSEE to COUNTY; second, to payment of rental due and unpaid hereunder; third, to payment of any cost of such reletting; and fourth, to payment of the cost of any alterations and repairs to the PREMISES. The residue, if any, shall belong to COUNTY. Should such rentals received from such reletting during any period be less than that agreed to be paid during that period by LESSEE hereunder, then LESSEE shall pay such deficiency to COUNTY. Such deficiency shall be calculated



and paid monthly. No such re-entry or taking possession of the PREMISES by COUNTY shall be construed as an election on its part to terminate this LEASE for any breach.

23. At the expiration of this LEASE AGREEMENT or if extended pursuant to Paragraph 3 above, or upon earlier termination, COUNTY shall have the right to purchase the hangar located on space number \_\_\_\_\_ from LESSEE at the then fair market value as determined by an appraisal. The value of the site improvements, including paving, shall not be included in the fair market value of the hangar. Each party shall select an appraiser and those two appraisers shall select a third appraiser, who shall prepare an appraisal and whose appraisal shall be binding on all parties. All costs of the appraisal shall be shared equally between LESSEE and COUNTY.

24. If, during the term of this LEASE AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number \_\_\_\_\_ and obtains a bona fide offer, LESSEE shall give COUNTY the first right to purchase the hangar at the offered price. If LESSEE desires to sell the hangar and has no bona fide offer, LESSEE shall offer to sell the hangar to COUNTY at the then fair market value as determined in Paragraph 23 above, before offering the hangar for sale to others.

25. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

COUNTY:

LESSEE:

\_\_\_\_\_  
DOUG BALMAIN, Chairman  
Board of Supervisors

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
MARGIE WILLIAMS  
Clerk of the Board

\_\_\_\_\_  
JEFFREY G. GREEN  
County Counsel

LEASE AGREEMENT FOR IMPROVED GROUND SPACE  
AT MARIPOSA-YOSEMITE AIRPORT  
TO HOUSE HANGARS

This AGREEMENT is entered into on the most recent date last below written by and between the County of Mariposa, a political subdivision of the State of California, through its Special Districts Departments, hereinafter referred to merely as "COUNTY" and \_\_\_\_\_, hereinafter referred to merely as "LESSEE".

WITNESSETH:

WHEREAS, COUNTY has ground space available for rent at the Mariposa-Yosemite Airport, and

WHEREAS, LESSEE desires to lease ground space at Mariposa-Yosemite Airport, and

WHEREAS, LESSEE has paid the cost of site improvement for ground space number \_\_\_\_\_, and

WHEREAS, LESSEE or his/her predecessors in interest, has rented space number \_\_\_\_\_ from COUNTY since December 31, 1984, and

WHEREAS, the LEASE AGREEMENT wherein LESSEE rented space number \_\_\_\_\_ from COUNTY has expired, and

WHEREAS, LESSEE desires to extend the rental of space number \_\_\_\_\_ from COUNTY;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. COUNTY hereby leases to LESSEE, and LESSEE hereby leases from COUNTY ground space number \_\_\_\_\_, located at Mariposa-Yosemite Airport, and consisting of \_\_\_\_\_ square feet; a plot plan describing the premises is attached hereto, marked Exhibit "A" and by this reference incorporated herein, hereinafter referred to as "PREMISES".

2. LESSEE agrees to pay to COUNTY the sum of \$ \_\_\_\_\_ per month, as and for rental payment for the PREMISES. The 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 per square foot charged for paved tie-down space at Mariposa-Yosemite Airport. If the paved tie-down monthly space rental shall increase during the term hereof, then in that event, the rental fee hereunder shall increase in like manner and be effective concurrently with the general increase.

3. The term of this AGREEMENT shall be for a period of ten (10) years commencing January 1, 1995 regardless of the date of execution. Rental payments as described in Paragraph 2 above, however, shall commence upon execution and continue until December 31, 2004.

At the conclusion of this AGREEMENT, i.e., December 31, 2004, COUNTY shall have the following options:

A) Require LESSEE to remove LESSEE's hangar at LESSEE's sole expense.

B) Purchase LESSEE's hangar upon the terms and conditions as described in Paragraph 23 below.

If COUNTY does not elect either "B" or "C" above, LESSEE shall have the option of either removing the hangar at LESSEE's sole expense or extending this AGREEMENT for an additional ten (10) year period. If an extension is granted, all of the terms and conditions of this AGREEMENT shall remain in full force and effect, except rent, which shall be subject to re-negotiation.

If the hangar is to be removed upon expiration of this AGREEMENT, COUNTY shall notify LESSEE and LESSEE shall comply with the notice within sixty (60) days of the notice.

4. LESSEE shall provide his or her own hangar, approved by COUNTY, and shall be so constructed as to be removable if required hereunder.

5. COUNTY shall approve of all hangars before placement on the PREMISES. COUNTY acknowledges the hangar now occupying space number \_\_\_\_\_ meets COUNTY approval.

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

7. The hangar must be placed in accordance with the site plan approved by the Mariposa County Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and COUNTY.

8. LESSEE shall not assign, sub-let, or in any way hypothecate its interest in the hangar space herein, without the prior written approval of Public Works Director, or his designee. The Public Works Director, or his designee, shall respond to LESSEE's request, in writing, not later than ten (10) working days from the date the Public Works Department receives a written request from LESSEE. The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

9. LESSEE shall use the PREMISES primarily for aircraft storage. LESSEE shall not store fuel or any other inflammable material in excess of five (5) gallons in the hangar outside the confines of the stored aircraft itself. Storage of more than five (5)

gallons shall require approval of the Mariposa County Fire Chief. LESSEE shall not utilize the PREMISES for any storage purpose which is in conflict with the Mariposa-Yosemite Airport Rules and Regulations, Mariposa County Code, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations.

10. LESSEE shall not use the PREMISES for the operation of any business, without prior COUNTY approval in writing. Any approved business shall be airport related.

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 Five Hundred Thousand Dollars (\$500,000) per occurrence in the event of damage to property or injury to persons as a result of LESSEE's use of the PREMISES. Proof of insurance shall be provided COUNTY upon execution of this AGREEMENT. LESSEE's insurance shall be primary with respect to any insurance or self-insurance maintained by COUNTY or Fixed Base Operator. COUNTY shall be notified in writing thirty (30) days prior to cancellation or expiration of the policy.

13. The LESSEE hereby agrees to and shall protect, indemnify and hold COUNTY and all officers, agents, representatives and employees of COUNTY, free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, from any and all liability or claims for injury or damage to property arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the LESSEE or of LESSEE's independent contractors, employees, representatives, agents, or invitees. The indemnity and hold harmless provisions shall also apply in favor of COUNTY and all officers, agents, representatives, and employees of COUNTY where LESSEE requests services of COUNTY, its officers, agents, representatives, or employees, which are not the subject of this AGREEMENT.

14. LESSEE agrees to conform to rules and regulations adopted by COUNTY, Fixed-Base Operator, Airport Manager, or the Federal Aviation Administration (FAA) relative to operation and control of PREMISES at Mariposa-Yosemite Airport.

15. LESSEE shall keep the outside and inside of the PREMISES clean and free of any unsightly dirt, trash, or garbage.

16. LESSEE agrees to abide by and comply with all rules and regulations of the Civil Aeronautics Acts and laws of the United States of America and of the State of California, ordinances and Code of the County of Mariposa and all regulations of Mariposa-Yosemite Airport now or hereafter made for regulation, control and operation of the Airport and activities to be carried on by LESSEE.

17. LESSEE shall pay prior to delinquency any taxes (including possessory interest taxes) and assessments levied or assessed on the PREMISES, or LESSEE's

possessory interest therein, and on any personal property of LESSEE's situated in, on, or about the PREMISES.

18. Throughout the LEASE term, LESSEE shall, at LESSEE's sole cost and expense, maintain the PREMISES and all improvements now existing and hereafter erected thereupon, including but not limited to the site improvements, e.g., pavement, in good condition and repair, ordinary wear and tear excepted and in accordance with all applicable rules, laws, ordinances, orders and regulations of relevant federal, state, county, municipal, and other governmental agencies and bodies. The area of pavement that LESSEE is responsible for maintaining is described on Exhibit "B" attached hereto and by this reference incorporated herein. LESSEE shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements.

19. Upon termination for cause prior to the expiration of this AGREEMENT or any extension thereof, COUNTY may at COUNTY's election, demand the removal from the PREMISES of the hangar. A demand for removal shall be effected by notice given in or concurrently with notice of such termination or within thirty (30) days after such termination.

LESSEE shall comply with the notice within sixty (60) days after the notice for other termination.

20. COUNTY shall have the right, upon six (6) months notice, to relocate LESSEE to another location on Airport property. COUNTY shall be responsible for the cost of moving fixed equipment including the hangar to the new location. LESSEE agrees that COUNTY will pay no penalties, relocation allowances, damages, or other fees except as stipulated. COUNTY agrees that the rental fees will remain as stated in this AGREEMENT, should a relocation become necessary, for the balance of the term. In the event COUNTY exercises its right to relocate LESSEE's hangar, COUNTY shall provide LESSEE with site improvements for LESSEE's hangar which are equivalent to the site improvements now existing at LESSEE's hangar location.

21. LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other services supplied to the PREMISES, including the cost of installation and maintenance thereof, if any.

22. In the event of any breach of this LEASE by LESSEE, COUNTY, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and personal property from the PREMISES. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE. Should COUNTY elect to re-enter as herein provided, or should COUNTY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, COUNTY may either terminate this LEASE or may, from time to time, without terminating this LEASE, relet PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as COUNTY, in its sole discretion, may deem advisable with the right to make alterations and repairs to the PREMISES in order to bring it to a rentable condition. Rentals received by COUNTY from such reletting shall be applied first to payment of any indebtedness other than rental due hereunder from LESSEE to COUNTY; second, to payment of rental due and unpaid hereunder; third, to payment of any cost of such

reletting; and fourth, to payment of the cost of any alterations and repairs to the PREMISES. The residue, if any, shall belong to COUNTY. Should such rentals received from such reletting during any period be less than that agreed to be paid during that period by LESSEE hereunder, then LESSEE shall pay such deficiency to COUNTY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the PREMISES by COUNTY shall be construed as an election on its part to terminate this LEASE for any breach.

23. At the expiration of this LEASE AGREEMENT or if extended pursuant to Paragraph 3 above, or upon earlier termination, COUNTY shall have the right to purchase the hangar located on space number \_\_\_\_\_ from LESSEE at the then fair market value as determined by an appraisal. The value of the site improvements, including paving, shall not be included in the fair market value of the hangar. Each party shall select an appraiser and those two appraisers shall select a third appraiser, who shall prepare an appraisal and whose appraisal shall be binding on all parties. All costs of the appraisal shall be shared equally between LESSEE and COUNTY.

24. If, during the term of this LEASE AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number \_\_\_\_\_ and obtains a bona fide offer, LESSEE shall give COUNTY the first right to purchase the hangar at the offered price. If LESSEE desires to sell the hangar and has no bona fide offer, LESSEE shall offer to sell the hangar to COUNTY at the then fair market value as determined in Paragraph 23 above, before offering the hangar for sale to others.

25. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

COUNTY:

LESSEE:

\_\_\_\_\_  
DOUG BALMAIN, Chairman  
Board of Supervisors

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
MARGIE WILLIAMS  
Clerk of the Board

\_\_\_\_\_  
JEFFREY G. GREEN  
County Counsel