

ASSIGNMENT AND AMENDMENT OF AIRPORT LAND USE LEASE  
#376-L0711

THIS AGREEMENT is made this 4<sup>th</sup> day of November, 2008 in Placerville, El Dorado County, between William Wilson, (herein after referred to as "Assignor"), and Tom Halsey, 2120 Broadway, Placerville, Ca 95667. (hereinafter collectively called "Assignee").

WHEREAS, a lease was executed on September 25, 2007, between the County of El Dorado as Lessor, and Assignor as Lessee, by the terms of which the property generally described as hangar space H-34 at the Placerville Airport and described more specifically in said Lease, a copy of which is attached hereto and by reference incorporated herein, was leased to Assignor as Lessee for a term of five (10) years commencing on August 1, 2007, and expires on July 1, 2017, Upon expiration of the foregoing terms, Lessee shall have the right of first refusal to an additional Lease not to exceed ten (10) years under such terms and conditions as may be available at such time.

WHEREAS, assignor now desires to assign the Lease to Assignee and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged and agreement of Assignee as hereinafter set forth, Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and to the lease hereinabove described, and Assignee hereby agrees to and does accept the assignment and assumes the burdens and obligations of, and agrees to keep, perform and fulfill all of the terms, conditions, and obligations, required to be kept, performed and fulfilled by Assignor as Lessee thereunder.

Lessor, Assignor and Assignee further agree to amend the aforesaid lease as set forth below.

- 1. Paragraph referencing assignment shall be modified to read:

"Lessee shall not transfer, assign or sublet to any other person this lease, the lease premises or any portion thereof except as provided herein. It is the understanding and intent of the parties that in the event of sale of the hangar or sublease assignment, or other transfer of the interest hereunder, only the balance of the term of this Agreement may be transferred or assigned to a successor in interest and that such transfer or assignment requires permission of the County to be first obtained. Such consent may be withheld by County for any commercially reasonable objection, including where such

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transfer, assignment or sublease would result in a "commercial activity" as described in paragraph 10 above". Prior to sale of hangar and assignment of lease, prospective buyer must provide proof of aircraft ownership.

2. Paragraphs referencing insurance requirements shall be amended as follows:

Lessee shall provide proof of a policy of insurance satisfactory to the County and documentation evidencing that Lessee maintains insurance that meets the following requirements.

- A. General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Or Aircraft Liability Insurance in the amount of \$1,000,000 per occurrence for aircraft operated on Lessor's premises with Liability coverage extended to the hangar premises.
- B. In the event Lessee can not provide an occurrence policy, Lessee shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- C. Lessee shall furnish a certificate of insurance satisfactory to County as evidence that the insurance as required above is being maintained.
- D. The insurance shall be issued by an insurance company satisfactory to the County or be provided through partial or total self-insurance likewise acceptable to County.
- E. Lessee agrees that the insurance required above shall be in full force and effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee agrees to provide thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Lease or for a period not less than one (1) year. New certificates of insurance are subject to the approval of County and Lessee agrees that the Lessee shall not commence operations prior to the giving of such approval. In the event the Lessee fails to keep in effect at all times the insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.
- F. The certificate of insurance must include a provision stating that:
  1. The insurer will not cancel the insured's coverage without 30 days prior written notice, and;

2. The County of El Dorado, its officers, officials, employee's and volunteers are included as additional insured, but only insofar as the operations under this Lease are concerned. This provision shall apply to all liability policies except Worker's Compensation.

- G. The lessee's insurance shall be primary insurance as respects the County, its officers, officials employee's and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- H. Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County either the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the County, it Officers, Officials, employees; or Lessee shall procure and maintain a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- J. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials, or employees for payment of any premiums or assessments under any policy issued by any insurance company.
- K. Lessee's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this lease.
- L. The certificate of Insurance shall meet additional standards as may be determined by County, either independently or in consultation with the County's Risk Manager, as essential for protection of the County.

This amended Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

Dated: 5/25/08

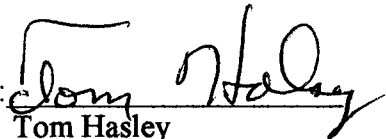
ASSIGNOR:



William L. Wilson

Dated: 5/25/08

ASSIGNEE:



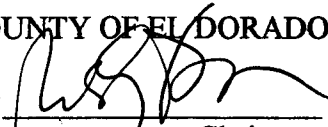
Tom Hasley

CONSENT OF LESSOR

The Lessor hereby consents to reference and approve assignment and amendment described in the foregoing assignment and hereby consents to this assignment of the lease to Tom Halsey with the release of Assignor as Lessee from any further liability or obligation under the terms of this Lease. All other terms and conditions remain unchanged and in full force.

Dated: 11/4/08

COUNTY OF EL DORADO

By:   
**RUSTY DUPRAY** Chairman  
Board of Supervisors  
"COUNTY"

ATTEST:

*Suzanne Allen de Sanchez*  
Clerk of the Board

By:   
Deputy Clerk

● COUNTY OF EL DORADO ●  
AIRPORT LAND USE AGREEMENT FOR  
HANGARS LEASE # 376-L0711

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THIS LEASE, made and executed by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "Lessor", and WILLIAM L. WILSON, 2730 Texas Hill Road, Placerville, CA 95667 hereinafter called "Lessee,"

**WITNESSETH:**

Lessor, pursuant to Government Code Sections 25350-25575 and 50470-50478 and El Dorado County Ordinance Code Sections 3.08.021, Lessor hereby leases to Lessee the real property at the Placerville Airport, described in Exhibit "A" attached hereto and made a part hereof, on the following terms and conditions:

1. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

**Hangar Space # H-34 Placerville Airport**

2. **TERM:** The term of said Lease shall be for Ten (10) years commencing August 1, 2007, and ending July 31, 2017. Upon expiration of the foregoing terms, Lessee shall have the right of first refusal to an additional lease under such terms and conditions as may be agreed upon at such time.

3. **PAYMENT:** Lessee shall pay to Lessor a rental fee based on the single engine tie down rate as established by resolution of the El Dorado County Board of Supervisors which is in effect at each rental payment date. The annual rental at the commencement of this Lease shall be **Seven Hundred and Forty Three Dollars \$(743.00)**. Rent to be made to the order of: **El Dorado County Airports, P.O. Box 85, Placerville, CA 95667.**

Said rental is payable as follows:

- a. Upon commencement date, Lessee shall pay the annual rent for the time period from the commencement date to July 1, next succeeding.
- b. On each July 1, Lessee shall pay the annual rental for the next succeeding fiscal year.
- c. On July 1, at the commencement date of the fiscal year during which this Lease terminates, Lessee shall pay the prorated portion of the annual rent for the time period from July 1 to the termination date of said Lease.

**4. USE OF PREMISES:** The leased premises are leased herein for the sole purpose of storage of Lessee's aircraft, care and maintenance of lessee's aircraft and for uses normally incident thereto. Unless expressly provided for herein or by other written agreement with Lessor, nothing in this Lease shall be construed to grant Lessee the right to rent hangar to others, conduct business or any commercial activity upon the leased premises herein, including but not limited to any commercial activities, e.g., rental of hangar to others, for hire or profit, or those normally or actually conducted by fixed base operators upon airport premises. The storage of an aircraft used in Lessee's trade or business shall not be deemed a "commercial activity" and such aircraft shall be deemed to be "Lessee's aircraft" for purposes of this paragraph.

**5. INSURANCE:** Lessee shall provide proof of a policy of insurance satisfactory to the Lessor and documentation evidencing that Lessee maintains insurance that meets the following requirements:

A. General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for injury or damage arising out of Lessee's premises. Or Aircraft Liability Insurance of \$1,000,000 per occurrence for aircraft operated on Lessor's premises with Liability coverage extended to the hangar premises.

B. Lessee shall furnish a certificate of insurance satisfactory to Lessor as evidence that the insurance required above is being maintained.

C. The insurance shall be issued by an insurance company acceptable to the Lessor or be provided through partial or total self-insurance likewise acceptable to Lessor.

D. Lessee agrees that the insurance required above shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Lease, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Lessor and Lessee agrees that the Lease shall not commence prior to the giving of such approval. In the event the Lessee fails to keep in effect at all times insurance coverage as herein provided, Lessor may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

E. The certificate of insurance must include provisions stating that:

1. The insurer will not cancel the insured's coverage without 30 days prior written notice to the Lessor; and
2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Lease are concerned. This provision shall apply to all liability policies except workers' compensation.

F. The Lessee's insurance shall be primary insurance as respects the Lessor, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be in excess of the Lessee's insurance and shall not contribute with it.

G. Any deductibles or self-insured retention must be declared to and approved by the Lessor. At the option of the Lessor either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Lessor, its officers, officials and employees; or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Lessor, its officers, officials, employees or volunteers.

I. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials or employees for payment of any premiums or assessments under any policy issued by any insurance company.

J. Lessee's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Lease.

K. In the event Lessee cannot provide an occurrence policy, Lessee shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.

L. The Certificate of Insurance shall meet additional standards as may be determined by the Lessor, either independently or in consultation with the Lessor's Risk Manager, as essential for protection of the Lessor.

**6. INDEMNIFICATION:** Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from Lessee's use or use by Lessee's agents, contractors or employees of the premises, or from the conduct of Lessee's business or any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere, and shall further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease and from all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, or any action or proceeding brought thereon.

Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in or upon the premises arising from any cause except that caused solely by Lessor or its employees, agents, and Lessee hereby waives all claim in respect thereof against Lessor.

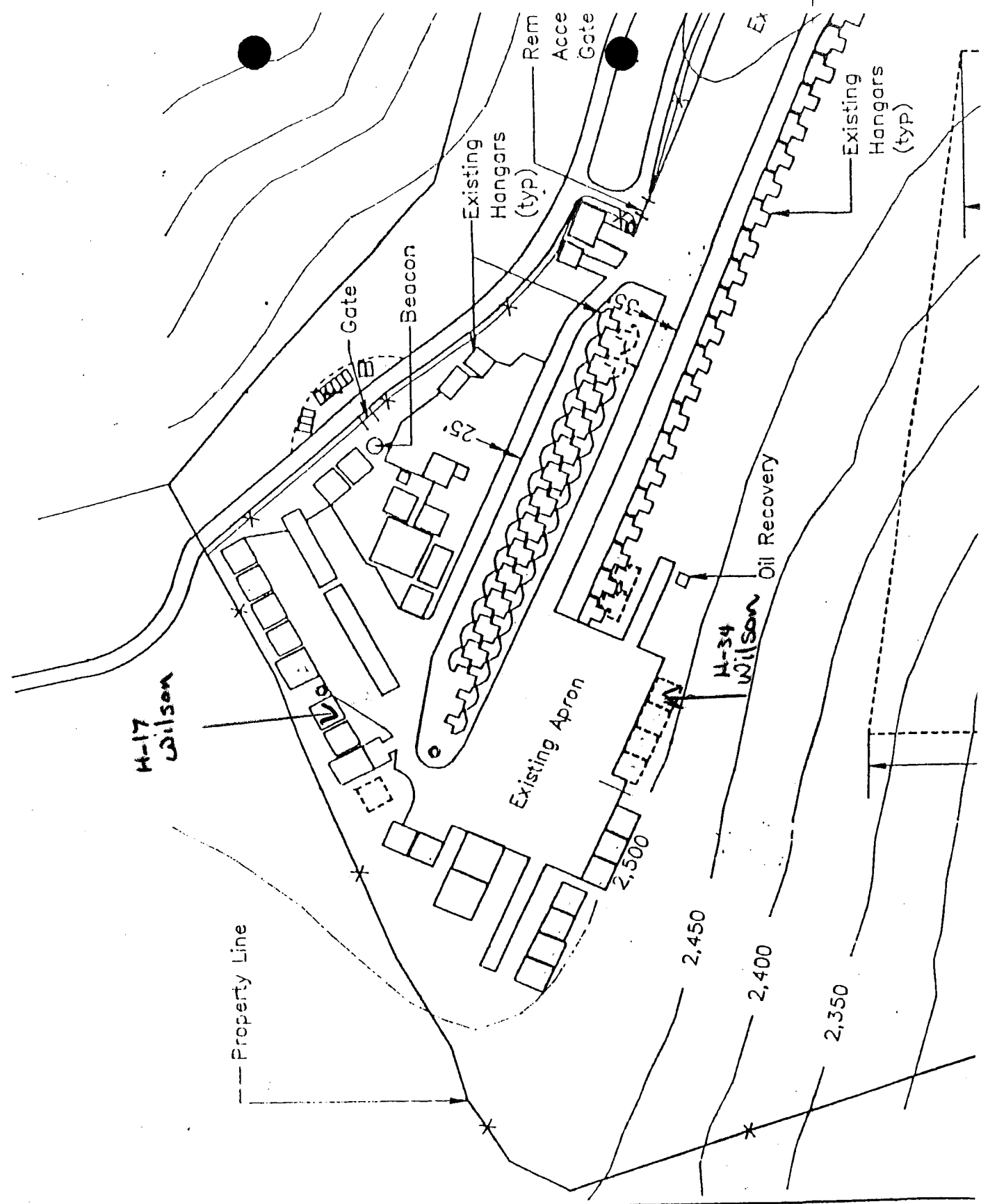


7. **MAINTENANCE & REPAIR:** Lessee shall at all times during the term of this Lease and any renewal or extension thereof, maintain and keep, at Lessee's sole cost and expense, said hangar, land and all improvements thereon, and all facilities appurtenant thereto, in good order, repair and safe condition and in compliance with all requirements of law. Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing by Lessor before work commences. Any and all additions to, alterations, or repairs in and about the land and/or improvements which may be required, Lessee shall observe and comply with all applicable statutes, ordinances, rules, and regulations established by any federal, state, county or local government agency. Lessee shall maintain an area of ten (10) feet from the exterior walls of said hangar or of the median point between hangars if there is less than twenty (20) feet between hangars, free from brush and weeds. If Lessee fails to keep and maintain the leased premises and improvements as required herein, Lessor may at its own discretion following written notification, may restore, repair or correct any health, fire, or safety conditions and any expenses incurred by Lessor shall be payable by Lessee.

8. **ALTERATIONS:** No structure or other improvements for which the plans, specifications and proposed location have not first received the written approval of Lessor and are in accordance with Exhibit "B", Board of Supervisors Policy F-9, incorporated herein and made by reference a part hereof, shall be constructed or maintained on the leased premises. No material addition to or alteration of any building or structure erected on the leased land shall be commenced unless and until said plans and specifications covering the exterior of the proposed addition or alterations have been first submitted to and approved by Lessor. For the purposes of this section, the County Airports Operations Supervisor or successor authority shall be the approval authority for such plans.

SITE PLAN

PLACERVILLE AIRPORT - WEST END





# BOARD OF SUPERVISORS POLICY

EXHIBIT "B"

Subject:  AIRPORTS -- PORTABLE HANGER COLOR	Policy Number	Page Number
	F-89	1 of
Date Adopted: 10/19/93		

Background:

The practice of having a standard color for privately owned hangars at both Placerville and Georgetown Airports was established at approximately the time hangar agreements without reversion were allowed under the Airport Land Use Agreement for Portable Hangars. Placerville Airport has had the green color since approximately 1975. Georgetown Airport users chose a beige color in 1989 when the first hangars of that type were constructed. This has not been a written policy but in most cases was followed as being in the best interest of the Airports.

Purpose:

The purpose of this policy is to formalize an unwritten policy, clarify the colors and provide for an orderly look by maintaining the uniformity of color of the portable hangars on both Placerville and Georgetown Airports.

Policy:

1. The color of all privately owned hangars erected on Placerville Airport shall be GREEN. For the purposes of this policy the color GREEN is intended to mean a medium green color common to the existing GREEN hangars.
2. The color of all privately owned hangars erected on the Georgetown Airport shall be BEIGE. For the purposes of this policy the color BEIGE is intended to mean a medium beige/brown color common to the existing BEIGE hangars.



# BOARD OF SUPERVISORS POLICY

Subject:  AIRPORTS -- PORTABLE HANGER COLOR	Policy Number  F-89	Page Num  2 of
	Date Adopted: 10/19/93	

3. This policy shall be included in and made part of each privately owned hangar lease under the Airport Land Use Agreement for Portable Hangar and Airport Land Use Agreement for Non "T" Portable Hangar and FBO Airport Agreement constructed on either Airport.
4. Any request for deviation shall be reviewed, and approved or denied by El Dorado County Airport Commission.

Primary Department: Department of Transportation/Airports

References: None

6. County reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Permittee, and without interferences or hindrance.
7. County reserves the right to take any action it considers necessary to protect the aerial approaches against obstructions, together with the right to prevent Permittee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of County would limit the usefulness of the airport or constitute a hazard to aircraft.
8. During time of war or other national emergency County shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
9. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
10. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
11. The permit shall become subordinate to provisions of any existing or future agreement between the County and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.