COUNTY OF EL DORADO

FIRST AMENDMENT TO AIRPORT GROUND LEASE FOR PORTABLE HANGARS #2072

This First Amendment to that Airport Ground Lease #2072 made and entered into by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "COUNTY," and Richard F. Moorhouse, hereinafter called "LESSEE";

R E C I T A L S

WHEREAS, for use of the Premises at the Placerville Airport, the parties entered into Airport Ground Lease for Portable Hangars #2072 on September 26, 2023, a copy of which is attached hereto and by reference incorporated herein (hereinafter called "Lease"); and

WHEREAS, the parties hereto desire to amend the Lease to revise the County department that LESSEE shall make rent payments to, amending Section 3, CONSIDERATION; and

WHEREAS, the parties hereto desire to amend the Lease to revise the insurance requirements to those listed in the revised Policy F-10 approved by County's Board of Supervisors on July 29, 2025, amending Section 6, INSURANCE; and

WHEREAS, the parties hereto desire to replace Exhibit "B," Board of Supervisors Policy F-9, in the Lease with the revised Policy F-10 approved by County's Board of Supervisors on July 29, 2025; and

WHEREAS, the parties hereto desire to amend the Lease to revise the rent and extend the term of the Sublease to EDSO, amending Section 14, SUBLEASE TO EDSO; and

WHEREAS, the parties hereto desire to amend the Lease to revise County's notices recipient, amending Section 16, NOTICES; and

WHEREAS, the parties hereto desire to amend the Lease to revise County's Lease Administrator, amending Section 29, LEASE ADMINISTRATOR;

NOW, THERFORE, in consideration of the foregoing and mutual promises and covenants hereby contained, COUNTY and LESSEE mutually agree to amend the terms of the Lease in this First Amendment to Lease #2072 as follows:

1. Section 3, Consideration, is amended to replace the last sentence in the first paragraph in its entirety to read as follows:

   3. <u>CONSIDERATION:</u>

LESSEE shall make all rent payments to:

County of El Dorado
Chief Administrative Office
Community Development Finance and Administration
2850 Fairlane Court
Placerville, CA 95667
or Airports Operations Office

2. Section 6, Insurance, is amended in its entirety to read as follows:

6. <u>INSURANCE:</u>

LESSEE shall provide proof of a policy of insurance satisfactory to COUNTY'S Risk Management Division and documentation evidencing that LESSEE maintains insurance that meets the following minimum requirements:

A. General Liability Insurance with minimum coverage limits of $1,000,000 is required for all individuals leasing a hangar. This Liability Insurance may be insurance that a tenant carries under various insurance policies. Whether this coverage is extended from an aircraft/aviation policy (6.B. below) or a stand-alone policy, it must include coverage for bodily injury and property damage arising out of the use of the hangar. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured.

B. Aircraft/Aviation Liability Insurance of $1,000,000 per occurrence for bodily injury and property damage for aircraft operated and/or stored on the Premises. This coverage can be obtained by an endorsement from an aircraft liability policy or a separate General Liability policy. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured.

C. Motor Vehicle Liability Insurance of not less than $100,000 bodily injury limits per person, $300,000 bodily injury limits per occurrence, and $50,000 for damage to the property of other people for motor vehicles used on COUNTY'S premises. The personal auto limit can be achieved by purchasing a policy with required limits or an umbrella policy increasing the limit to at least the required amount.

D. The COUNTY contract administrator may, in his or her discretion, temporarily allow LESSEE to operate at the Airport without providing Aircraft liability insurance if LESSEE provides notice that LESSEE'S aircraft is undergoing maintenance or rehabilitation pursuant to a written plan described in section 12.C. below, or during a transition allowance period as described in Section 12.A below. If LESSEE intends to use motor vehicles on the Airport during that period, LESSEE must continue to meet all applicable insurance requirements for the operation of motor vehicles at the Airport. COUNTY shall provide that notice in writing and that notice will be effective 60 days after sent by the COUNTY.

COUNTY shall revoke this temporary authorization if COUNTY concludes that LESSEE has failed to make continuous progress or procure another operational aircraft consistent with Section 12 below.

E. LESSEE shall furnish a certificate of insurance satisfactory to COUNTY'S Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance shall be issued by an insurance company acceptable to COUNTY'S Risk Management Division or be provided through partial or total self-insurance likewise acceptable to COUNTY'S Risk Management Division.

G. LESSEE agrees that the insurance required herein 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 COUNTY'S Risk Management Division, and LESSEE agrees that the Lease shall not commence prior to the giving of such approval. In the event LESSEE fails to keep in effect at all times 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.

H. The certificates of insurance must include provisions stating that:

1. The insurer will not cancel the insured's coverage without 30-day prior written notice to COUNTY; and

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement for Aircraft Liability and Hangar Liability policies, but only insofar as the operations under this Lease are concerned.

I. LESSEE'S insurance shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of LESSEE'S insurance and shall not contribute with it.

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

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

L. The insurance companies shall have no recourse against COUNTY, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. LESSEE'S obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Lease.

N. 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.

O. The certificate of insurance shall meet such additional standards as may be determined by COUNTY, either independently or in consultation with COUNTY'S Risk Management Division, as essential for protection of COUNTY.

3. The parties agree that Lease #2072 is amended to replace Exhibit "B," Board of Supervisors Policy F-9, in its entirety with Exhibit "B," Board of Supervisors Policy F-10, incorporated herein and made by reference a part hereof.

4. Section 14, SUBLEASE TO EDSO, of the Lease is amended as follows:

Section 14 B, Rent, is amended to in its entirety as follows:

EDSO shall, beginning on the Commencement Date of this Sublease described in Section 14.C below and ending on the effective date of the First Amendment to this Lease is fully executed, pay to LESSEE a rental rate of one-thousand and five hundred ($1,500) a month, less the amount deducted for the costs to repair the door discussed in the paragraph below and any amount deducted for storage of personal property or penalties discussed in Section 14.D, below ("Monthly Rental Amount"). EDSO shall not pay any late fees or interest on late payments.

EDSO shall, beginning on the date the First Amendment to this Lease is fully executed, pay to LESSEE a rental rate as follows:

- **First Year:** Commencing on the date that this First Amendment is fully executed, and continuing for one calendar year after that date, the amount of two thousand and two hundred fifty dollars ($2,250) per month.
- **Second Year:** Commencing on the second calendar year after the First Amendment is fully executed, and continuing for one calendar year after that date, the amount of two thousand and five hundred dollars ($2,500) per month.
- **Third Year:** Commencing the third calendar year after the First Amendment is fully executed, and continuing for one calendar year after that date, the amount of two thousand and seven hundred fifty dollars ($2,750) per month.
- **Fourth and Fifth Year:** Commencing the third calendar year after the First Amendment is fully executed, and continuing until this Sublease is terminated or expires, including authorized holdover, the amount of three thousand dollars ($3,000)

per month.

The parties to this Sublease understand that EDSO was required to perform necessary repairs to the door of the Premises to make it operational at the estimated cost of nine thousand dollars ($9,000). In recognition that LESSEE will obtain the benefits of that repair, the parties agree that the cost of that repair will be amortized equally over twenty-four (24) months, such that EDSO shall reduce the Monthly Rental Amount by three-hundred and seventy-five dollars ($375) for the first twenty-four (24) months of this Sublease.

The total amount of this Sublease shall not exceed two-hundred and sixteen thousand dollars ($216,000), inclusive of all costs, taxes, and expenses.

If the Commencement Date of this Sublease does not fall on the first of a month, then EDSO shall pay a prorated portion of the Monthly Rental Amount. If this Sublease is terminated by either Party consistent with Section 14.C, below, EDSO shall pay a prorated portion of the Monthly Rental Amount. For purposes of this Sublease, rent due for any partial month shall be prorated based on the number of days this Sublease is in effect during that partial month bears to the number of days in that calendar month.

Section 14 C, Term, is amended to replace the first paragraph in its entirety to read as follows:

The commencement date of this Sublease shall be the date that the Sheriff's Office obtains possession of the Premises in Section 14.D below. This Sublease shall expire five (5) years after the date of the First Amendment to this Lease.

In the event that EDSO holds over at the end of the Term of this Sublease with the permission of LESSEE, the hold over shall create a tenancy from month to month at the monthly rental rate of one thousand and five hundred dollars ($1,500). In the event that EDSO holds over at the end of the term as extended with the permission of LESSEE, the hold over shall create a tenancy from month to month at the monthly rental rate of three thousand dollars ($3,000).

5. Section 16, Notices, is amended in its entirety to read as follows:

16. <u>NOTICES:</u>

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease, including the Sublease discussed in Section 14, or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, COUNTY, EDSO, or LESSEE to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

LESSEE: Richard F. Moorhouse
1191 Lakehills Ct.
El Dorado Hills, CA 95762

EDSO: El Dorado County Sheriff's Office
Attention: Operations Division Captain
200 Industrial Dr.

Placerville, CA 95667

COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667

COPY TO: County of El Dorado
Chief Administrative Office
Airports Division
3501 Airport Road, Suite 1
Placerville, CA 95667

Either party, COUNTY, EDSO, or LESSEE, may change its address for purposes of this Section by giving written notice of the change to the other party in the manner provided in this Section. Said notice shall become part of this Lease upon acknowledgment in writing by the other party and no further amendment of this Lease shall be necessary.

6. Section 29, Lease Administrator, is amended in its entirety to read as follows:

29. <u>LEASE ADMINISTRATOR:</u>

The COUNTY officer or employee with responsibility for administering this Lease is Jennifer Franich, Airport Director, or successor.

This amended Lease may be executed in identical counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

Except as herein amended, all other parts and sections of Lease #2072 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By: ______________________ Dated: 11/20/25

Jeff Leikauf, El Dorado County Sheriff-Coroner-Public Administrator

El Dorado County Sheriff's Office

"EDSO"

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease #2072 on the dates indicated below.

--LESSEE--

Dated: 11/20/2025

By: Richard F. Moorhouse
Richard F. Moorhouse (Nov 20, 2025 16:41:12 PST)
Richard F. Moorhouse
"LESSEE"

--COUNTY OF EL DORADO--

Dated:____________________

By:____________________________
Board of Supervisors
"COUNTY"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: ________________________
Deputy Clerk

Dated: ________________________

Exhibit "B"

COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject:	Policy Number:	Page Number:
County-Owned Airports – Regulations, Security, and Leases	F-10	1 of 13
	Originally Adopted: 04/19/1994	Last Revised Date: 7/29/2025

I. PURPOSE

The Georgetown and Placerville Airports are owned and operated by the County of El Dorado and both are federally obligated airports. The County is required to comply with Federal Aviation Administration Grant Assurances as a condition of receiving grant money for those airports. Grant Assurance Number 22 requires all aeronautical service providers be granted access to the airport on reasonable terms and without unjust discrimination, and 49 U.S.C. § 40103(e) prohibits the County from granting an exclusive right regarding federally obligated airports. Through the establishment of rents, fees, and other charges in its agreements, the County shall endeavor to make the Airport as self-sustaining as possible by recovering all the costs being incurred by the County relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (that are not being covered by federal or state Airport Improvement Programs). The purpose of this policy is to implement the provisions of Chapter 18 of the El Dorado County Code of Ordinances, Airports, by implementing Minimum Standards and requirements for commercial aeronautical activities at County operated airports. This policy also establishes general rules that govern the use of the Georgetown and Placerville Airports, including establishing leases, airport security requirements, and implements minimum standards for airport users and operators.

II. POLICY

A. AIRPORT SPONSOR

The County shall regulate all activities for profit at the Airport including, but not limited to, maintenance and upkeep of the Airport, types and movement of vehicles used on the Airport, business and commercial activities, the provision of flight information, and the enforcement of Federal, State, and County rules and regulations. Nothing contained herein shall be construed to prohibit the County from granting or denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies, or any service or business of a non-aeronautical nature in non- aeronautical areas.

B. LEASE PROVISIONS

The intent of all new leases will be to support the overall costs of use of the facility and access to the airport, as well as development, remodel, or repair of hangars for the long-term benefit of the Airport. Terms and conditions, while reasonable and not unjustly discriminatory, will provide the best return to the Airport. All applicants for Leases at the Airport shall commit to minimum financial investments both at the commencement and during the term of the Lease to ensure that the Airport is developed to its maximum potential. The County Airports Director may establish different investment requirements for different leaseholds or types of operators, including different standards for new development versus operators utilizing existing leaseholds.

1. The County maintains the right to make reasonable provisions for airport services and will seek competitive proposals at their discretion for commercial aeronautical property leases. The proposal process will include public notices, information and availability of proposal documents. All Requests for Proposals will be consistent with any and all applicable County policies, and a fair and objective evaluation process will be utilized to select the proposals that best meets the interests of the County's criteria as defined within the proposal documents. Existing Lessees will not be excluded from submitting competitive proposals.
2. The Airports Director may reserve vacant County-owned hangars or ground space for commercial uses, government agency use, or for private aeronautical uses, taking into account all of the following:
    a. Long-term plans for the development of the Airport.
    b. The benefits which may be derived from the proposed Lease.
    c. The potential costs of the proposed Lease to the County.
    d. The availability of suitable space.
    e. The potential for conflict or interference with the public uses of the Airport.
    f. Any other factors the Airports Director deems relevant.
3. The following standards shall apply for a ground lease for the construction of new hangar and hangar assets:
    a. Construction of the new hangar(s) shall commence within 1 year of lease execution.
    b. Improvements shall meet minimum standards and be constructed in accordance with the building code and FAA regulations. The County shall require a compliance check for adherence to development standards and the building and fire code before granting any lease extension. The County may terminate any lease if the Lessee fail to meet the standards required for compliance. The Lessee may request an extension for this timeline by demonstrating extenuating circumstances that justify not meeting the timelines in this Paragraph. The Airports Director may extend the timeline for compliance if the Airports Director concurs.
    c. All ground leases for the construction of new hangar or hangar assets shall be for a term of 30 years or an amount negotiated to allow lessee to recoup the investment, pursuant to FAA guidelines. New hangar leases shall contain a clause that at both termination or expiration of the term of that lease the ownership of all site and building improvements shall revert to the Airport, except as follows:

i. The Airports Director determines that the Lessee may remain past the expiration of the ground lease under a new lease with a term that is less than five years.
ii. The Airports Director, upon thorough inspection of the building, determines that it is not suitable or viable to remain as an operable and maintainable building, in which case the Lessee is required under the terms of the outgoing lease to remove the building at Lessee's own cost and responsibility.

4. The County shall require a Lessee who requests to enter into a ground lease for privately owned hangars that are in existence as of the last update of this Policy that are sold or have no current lease and require a new ground lease, to maintain, repair, or improve the hangar to current standards at the Lessee's expense.
5. Compliance checks for adherence to current development standards and the building and fire code will be required for all privately-owned hangars at five-year intervals for the term of the lease and prior to any lease extension, to occur at the Lessee's expense and effort.
6. Any sale of the hangar that could result in a reassigned or new lease will require a new application and application fee.
7. A Lessee shall not sell, assign, transfer, or make changes to controlling ownership of the lease agreement, in whole or in part, or any interest in the agreement, or any rights or obligations the Lessee has under the agreement, without the prior written consent by the County. A Lessee that is proposing to sell, assign, or transfer, may submit a written request to the Airport Director for approval, and shall include in that request a completed application and payment of any applicable Lease/Sublease application fee. The assignee or new owner(s) shall satisfy all criteria set forth in this Policy, the Airports Ordinance, and all applicable legal requirements.
8. Lease rates shall be adjusted annually in accordance with the County's adopted Airport Fee Resolution.
9. For current Lessee in good standing at the end of their lease term, the County Airports Director will provide that Lessee the right of first refusal in a new lease, unless the Airports Director determines that it would be in the best interests of the Airport to use that space for another purpose consistent with B.2 above.

C. HANGAR AND GROUND LEASE WAITING LIST

1. At times the demand for use of hangar space exceeds availability. When no space is available, an owner or individual who holds an interest in an aircraft may submit for placement on the waitlist.

2. This request may be made by submitting a letter of request to the Airport Office, P.O. Box 85, Placerville, CA. 95667 or via email to airportoperations@edcgov.us. It must include the following information:
    a. Date.
    b. Name, address and phone number(s).
    c. Email address.
    d. Complete aircraft information.
    e. Airport desired.
    f. Type of lease of interest.
    g. Size of hangar (optional).
3. This letter of request is then added to the waiting list by date of application. When a hangar or ground lease site deemed available for personal use becomes available, the person at the top of the list will be contacted. The person has a choice to accept a Lease within 15 business days or let it pass and remain in that position. The Lease would then be offered to the next person.
4. When a Lease or a Lease Assignment (the purchase of an existing hangar and Lease) is executed by the County of El Dorado, that Lessee's name will be removed from the Space "Waiting List" and the request on file canceled. A Space Waiting List cancellation form will accompany the lease packet sent to the proposed lessee for signature along with the lease or assignment documents. Should an additional site be needed, a new letter of request must be submitted and processed per the above procedure. A name will not remain on the Space Waiting List in any category once a lease or lease assignment has been executed.
5. If personal circumstances change that affect the category established by the original letter of request, that name will then be placed in the now appropriate category by the date of the letter of request.

D. LEASE AND ACCESS AGREEMENT APPLICATION REQUIREMENTS

Pursuant to Chapter 18.30, Airport Minimum Standards, of Article 18, Airports, of the El Dorado County Code of Ordinances, the following requirements apply to any individual or business desiring to enter into a hangar or ground lease for personal or business use, or any commercial operator intending to conduct business at the airport.

1. Applicants shall submit a County-prescribed application signed by a responsible party. Requests for leases will require the fee for preparation as well as a complete application form. At minimum, the application will require:
    a. Application Date.

   b. Applicant name and address.
   c. Telephone number (Normal working hours).
   d. Email address.
   e. Proof of insurance coverage meeting current County requirements, as stated in Section I.
2. In addition to items above (D.1.), applications for Personal Use Lease Agreements will also require:
   a. Hangar Ownership information describing the name of the person or entity who owns the hangar and the nature of that ownership interest.
3. In addition to items above (D.1.), applications for Off-Site Operator Access Agreements will also require:
   a. A description of the services to be offered. Applicant shall describe activities in detail such that the type and scope of aeronautical activities are clear, provide operations schedule, number of personnel and their training, qualifications, and availability.
   b. Proof of insurance coverage meeting County requirements for the type of Commercial Operation the applicant intends to operate. Insurance coverage will be reviewed by Risk Management and may require different coverage based on review of the proposed business and the background of the applicants.
   c. Copy of a County business license.
   d. Proof of appropriate certifications for all services intended to be performed (if applicable).
4. In Addition to items above (D.1. and D.2.), Commercial (FBO or SSO) Leases will require:
   a. The scope of the proposed operation. Applicant shall have a business background and shall have demonstrated business capability to the satisfaction of the Airport Director.
   b. A recent credit report (paid for by the applicant).
   c. The amount of land or building space the Operator desires to lease. The prospective FBO shall lease or otherwise have adequate access to an appropriate amount of building and land space for the proposed service, which shall be outfit with proper heating, lighting, and utilities.
   d. The building space to be constructed or other improvements proposed.
   e. A business plan including three professional references.

E. LESSEE CONSTRUCTION AND IMPROVEMENTS:

1. A Lessee shall submit a Notice of Proposed Construction or Alteration Form (FAA Form 7460-1) to the Airports Director before all construction on the airport. The Airports Director will determine whether the proposed construction conforms to the Airport Layout Plan and ensure conformity in terms of

color and construction style with other structures on the airport. The Airports Director will make any necessary recommendations to bring any proposed construction into conformance.

2. No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvements or additions shall be placed, constructed, altered, or removed on the Airport without the prior approval of the County. In the event of any construction, the County, at its discretion, may require an appropriate bond to guarantee the completion of the construction.
3. No signs or advertisements may be posted at the airport without a written contract, lease, permit or other authorization by the Airports Director.

F. COLOR GUIDELINES FOR STRUCTURES ON GROUND LEASES:

1. In general, the color of any hangar or structure built on a ground lease should comply with the below, unless deviation is approved by the Airports Director and outlined in the lease agreement.
   a. Placerville Airport: Medium to light green, matching existing hangar colors.
   b. Georgetown Airport: Medium tan/beige, matching existing hangar colors.

G. WASTE/REFUSE:

1. Airport users are responsible for cleaning and disposing of the refuse or litter in any part of the Airport in which they lease, use, or operate. All commercial operations are required to obtain a dumpster for the sole use of the commercial operation.
2. All waste, refuse, or garbage must be put in closed trash cans or containers and all operating areas should always be kept safe, clean, and organized to reduce hazards.
3. No burning or dumping of waste, refuse, or hazardous materials on the Airport is permitted without prior coordination with the County.
4. Airport users shall keep their leased area or operation area free and clear of all weeds, rocks, debris, hazardous, or other material which could cause damage to aircraft, buildings, persons, or vehicles.

H. GENERAL REQUIREMENTS FOR OPERATORS

1. Nondiscrimination: The Operator shall always provide services at the Airport in compliance with the nondiscrimination laws and regulations specified in the lease or those applicable to the services provided.
2. Operating Hours: An FBO or SSO shall post in a plainly visible location the operating hours of the business and an emergency telephone number of the business.

3. Prompt Payment of County Fees: An operator shall promptly pay, when due, access fees, flowage fees, lease payments and any other charges called for by these minimum standards or any agreement with the County.
4. Ecology and Grounds Maintenance: An operator shall keep her/his areas in which operation is authorized free and clear of all weeds, rocks, debris, hazardous or other material which could cause damage to aircraft, buildings, persons or automobiles.
5. Storm Water Pollution Prevention Plan Requirements: The goal of the Storm Water Pollution Prevention Plan is to prevent pollutants of all kinds from escaping into rivers, streams, and other bodies of water. Periodic inspections for compliance will be conducted, as required by the County's Storm Water Permit. The County is required by the State Water Quality Control Board to log/report any violations and show evidence in the County's annual report that the violations were addressed and that corrective action was taken. Continued violations by a commercial Operator will require the operator to obtain an individual EPA Storm Water Permit for their business at the cost of the Operator.
6. No signs or advertisements may be posted at the airport without a written contract, lease, permit or other authorization by the Airports Director.
7. Sale and Assignment: No right, privilege, permit or license to do business on the Airport shall be assigned, sold or otherwise transferred or conveyed in whole or in part except in accordance with this policy.

I. INSURANCE REQUIREMENTS

1. County-Owned Hangars and owner-occupied Ground Leases for personal use require the following:
   a. General Liability Insurance with minimum coverage limits of $1,000,000 is required for all individuals leasing a hangar. This Liability Insurance may be insurance that a tenant carries under various insurance policies. Whether this coverage is extended from an aircraft/aviation policy (I.1.a) or a stand-alone policy, it must include coverage for bodily injury and property damage arising out of the use of the hangar. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured.
   b. Aircraft/Aviation Liability Insurance of $1,000,000 per occurrence for bodily injury and property damage for aircraft operated and/or stored on the Premises. This coverage can be obtained by an endorsement from an aircraft liability policy or a separate General Liability policy. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured.

c. For Lessees wishing to access the airport through the vehicle gates, Motor Vehicle Liability Insurance of not less than $100,000 bodily injury limits per person, $300,000 bodily injury limits per occurrence, and $50,000 for damage to the property of other people. The personal auto limit can be achieved by purchasing a policy with required limits or an umbrella policy increasing the limit to at least the required amount.

2. In addition to all requirements listed in I.1 above, subleased hangars require Hangar Keepers' Liability Insurance covering damage to aircraft in your care, custody, and control in an amount equal to all aircraft in your care, custody, and control at one time.
3. Insurance Requirements for Commercial/Offsite Operators:
   a. Commercial Operators will carry current insurance at levels determined by County Risk Management on a case-by-case basis, which may include requirements listed in I.1. or I.2. above, Commercial Liability, Workers' Compensation with statutory limits covering any/all employees of the Lessee as required by law in the State of California, and Hangar Keepers' Liability coverage.
   b. The most current Insurance Certificate should be on file with the County, and the Commercial Operator must inform the County of any change in insurance levels or provider upon change.

J. COUNTY AIRPORTS

1. Placerville Airport:
   a. Uncontrolled/Non-towered Airport
   b. Open for authorized aeronautical public use 24 hours per day, 7 days a week
   c. The Airport staff are located at the Administration Office. Hours are posted at the Placerville Airport and on the County website.
2. Georgetown Airport
   a. Uncontrolled/Non-towered Airport
   b. Open for authorized aeronautical public use 24 hours per day, 7 days a week
   c. This airport is not regularly staffed.

K. FUELING

Fuel is available for purchase at both the Placerville and Georgetown Airports, subject to availability.

1. Placerville Airport:
   a. 100 Low Lead (100LL) Aviation Fuel:
      1. Self Service 24 hours per day, 7 days a week

b. Jet Fuel:
   1. Self Service 24 hours per day, 7 days a week
   2. Full Service during staffed operating hours.
   3. By Fuel Truck during staffed operating hours.

2. Georgetown Airport:
   a. 100 Low Lead (100LL) Aviation Fuel:
      1. Self Service 24 hours per day, 7 days a week

L. SECURITY AND AIRPORT ACCESS

1. The Airports should only be accessed by those who have a valid need to enter.
2. All non-County vehicles must:
   a. Yield the right of way to pedestrians, aircrafts, and emergency vehicles.
   b. Only access designated roads and parking areas.
   c. Never block the runway or any other Airport Operational Area.
3. Security Gate Access Device Issuance and Application.
   a. Access through an Airport gate must only be made by using a Security Gate Access Device activated and approved by the County.
   b. The County shall only issue one device per person, and an applicant who obtains a device shall not share, loan, or give that device to any other person for any purpose.
   c. The County may issue security gate access devices, with valid identification and fees paid, only to the following:
      1. Active leaseholders with the County.
      2. Verified employees of a business, including Fixed Base Operators and Single Service Providers, on the Airport.
      3. Current Flying Club members for a Flying Club based at the Airport.
      4. Offsite Operator or Service Providers with an active Access Agreement.
      5. Airport Temporary Commercial Use License Holders only during the duration outlined in the license.
   d. Upon receipt of a Security Gate Access Form, Airport staff will verify the applicant meets one or more of the requirements and request a qualified applicant pay any fees associated with the security gate access device.
   e. Eligible recipients of access devices must request a device to Airport Administration on a County prescribed Security Gate Access Device Application, using one of the following methods/locations:

1. Placerville Airport Administration Office
2. Mail: 3501 Airport Road, Suite 1 Placerville, CA 95667
3. Email: airportoperations@edcgov.us

f. Airport Administration will keep a file of all completed applications and supporting documentation, and a roster of all devices to include the name of the person assigned the device and the date of issuance.

g. The County may deny an application due to:
   1. Availability: There is an insufficient supply of requested access device(s) at the time of completed application.
   2. Misrepresentation: The applicant supplied the County with false or misleading information, or failed to make full disclosure on the application or supporting documents.
   3. Noncompliance/History of Violations: The applicant does not currently comply with County Policy or any other rules and regulations applicable to County Airports.

h. Devices shall be turned into Airport staff upon termination of tenancy, including sale of a hangar or shared use aircraft, or termination of employment with the Airport or an Airport Operator.

i. Lost or stolen devices must be immediately reported to Airport staff and undergo a new application and payment of any applicable fees before reissuance. Lost or stolen devices will be deactivated immediately upon notification.

j. The device holder shall be responsible for ensuring that no unauthorized vehicles gain entry through the gate during their ingress.

4. Security Gate Access Device Suspension:

a. Access devices may be suspended or revoked due to:
   1. A Lessee or Operator that is sixty (60) or more dates delinquent on any fee or lease payment.
   2. A Lessee or Operator failing to provide a renewed Certificate of Insurance to Airport staff after expiration of their current Certificate.
   3. A Flying Club failing to supply Airport staff with their semiannual roster.
   4. Violation of the above Access Devices Rules or any provision of this Policy.
   5. Willful tampering of County property or obstruction of access gates.)

b. The County will provide a courtesy notice for any noncompliance issues to any device holders before the device being deactivated. When access is suspended the device will be reactivated by the County within five (5) days of receipt of documentation and payment of activation fee.

M. DEFINITIONS:

1. **Access Agreement Application Fee:** A charge assessed by the County which must be paid to the County of El Dorado before an Offsite Operator may engage in Commercial Operation. The fee is assessed to equalize any competitive advantage between operators or, in the case of Offsite Operators, to contribute a "fair share" to the operation of the Airport.
2. **Aeronautical Activity:** Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following:
    a. General and corporate aviation.
    b. Air taxi and charter operations.
    c. Scheduled and nonscheduled air carrier operations.
    d. Pilot training.
    e. Aircraft rental and sightseeing.
    f. Aerial photography.,
    g. Crop dusting.
    h. Aerial advertising and surveying.
    i. Aircraft sales and services.
    j. Aircraft storage.
    k. Sale of aviation petroleum products.
    l. Repair and maintenance of aircraft.
    m. Sale of aircraft parts.
    n. Parachute or ultralight activities.
    o. Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations, are not aeronautical activities.
3. **Aircraft**: A device that is used or intended to be used for flight in the air.
4. **Airplane**: An engine-driven fixed-wing aircraft heavier-than-air that is supported in flight by the dynamic reaction of the air against its wings.
5. **Airport**: An area of land or water that is used, or intended to be used, for the aircraft takeoff and landing. It includes any appurtenant areas used, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. It also includes any heliport.

6. **Airports Director:** The officer or representative of the County having immediate charge of the airport to include the County Airports Director or any of his or her regularly appointed/designated deputies.
7. **Airport User:** A person or entity that uses an airport, including pilots, airport operators, businesses, passengers, visitors, and employees.
8. **Board:** The Board of Supervisors of the County of El Dorado.
9. **Commercial Certificate:** A certificate earned from the Federal Aviation Administration (FAA) to perform/provide applicable aeronautical services for hire.
10. **County Business License:** A license obtained from the County to operate a commercial business within the County.
11. **Glider:** A heavier-than-air aircraft that is supported in flight by the dynamic reaction of the air against its lifting surfaces and whose free flight does not depend principally on an engine.
12. **Gyrocopter**: An engine-driven rotorcraft that is supported in flight by a free-spinning rotor system.
13. **Helicopter:** An engine-driven rotorcraft that has a rotor system that is directly coupled to the engine.
14. **Hold Harmless:** Protecting and holding harmless the County and its employees from any and all lawful damages and claims of liability which may arise as a consequence of an Operator or a Licensee's presence or activities on the Airport.
15. **Lease**: Includes any ground lease, Fixed Base Operator Lease, Off Airport Operator Lease, or any Access Agreement with a Single Service Operator or Single Service Operator, unless the context indicates otherwise.
16. **Lighter-Than-Air Aircraft**: means an aircraft that can rise and remain suspended by using contained gas weighing less than the air that is displaced by the gas.
17. **Operational Area:** An area on the airport accessible by an aircraft, including runways, helicopter pads, and taxiways.
18. **Operator (Commercial Operator):** Any Fixed Base Operator, Offsite Operator, or Single Service Operator at the Airport.
    a. **Fixed Base Operator (FBO):** A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.
    b. **Offsite Operator:** Any person or business entity engaged in Commercial Operations at the airport who does not lease property from the County, such as an independent mechanic or flight instructor.
    c. **Single Service Operator (SSO):** A commercial business performing less than full services as compared to a full service FBO. These types of companies differ from a full service FBO in

that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services.

19. **Rotorcraft:** An engine-driven rotary-wing aircraft heavier-than-air that is supported in flight by a rotating wing consisting of two or more blades.
20. **Unsafe practices**: Any activity which is contrary to accepted procedures as described in the Aeronautical Information Manual and Federal Regulations or local procedures which creates a hazard to other aircraft and/or persons in the air or on the ground.

III. REFERENCES

Title 18 of the County Code of Ordinances

Section 3.08 of the County Code of Ordinances

Government Code Sections 25536 & 50474.

FAA Airport Compliance Manual, FAA Order No. 5190.6B Change 3 (Sept. 15, 2023)

FAA Minimum Standards for Commercial Aeronautical Activities, FAA Advisory Circular AC 150/5190-8 (Dec. 7, 2023)

IV. RESPONSIBLE DEPARTMENTS

Chief Administrative Office, Airports Division

Board of Supervisors

V. DATES (ADOPTED, REVISED, NEXT REVIEW)

Originally Adopted:	04/19/1994		
Last Revision:	7/29/2025	**Next Review:**	7/29/2030

COUNTY OF EL DORADO
AIRPORT GROUND LEASE FOR
PORTABLE HANGARS
#2072

This Airport Ground Lease for Portable Hangars ("Lease"), made and entered into upon the date signed by the Board of Supervisors, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "COUNTY," and Richard F. Moorhouse, hereinafter called "LESSEE."

WITNESSETH:

COUNTY, pursuant to Government Code Sections 25350-25575 and 50470-50478 and County of El Dorado Ordinance Code Section 3.08.021, 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:

COUNTY hereby leases to LESSEE and LESSEE hereby leases from COUNTY, for and in consideration of rents, covenants, and agreement hereinafter set forth, the "Premises" described as follows and more particularly described in Exhibit "A" hereto:

Hangar Space # TP-25, 2,959 Square Footage, Placerville Airport ("Airport")

2. TERM:

The initial term of this Lease shall be for ten (10) years commencing upon execution hereof by the Board of Supervisors and ending ten years thereafter ("Initial Term"). Upon expiration of the Initial Term, LESSEE shall have the right to extend the term for an additional two (2) ten (10) year lease options under such terms and conditions as may be agreed upon at such time.

3. CONSIDERATION:

In consideration of the rights and privileges herein granted, LESSEE shall pay to COUNTY a rental fee as established by resolution of the County of El Dorado Board of Supervisors which is in effect at each annual lease payment date. The annual lease payment at the commencement of this Lease shall be at the square footage rate of $0.082 times 2,959 square feet which equals Two Hundred Forty-Two Dollars and Sixty-Four Cents ($242.64) monthly; times Twelve (12) months equaling an annual payment of **Two Thousand Nine Hundred and Eleven Dollars and Sixty-Six Cents ($2,911.66).** LESSEE shall make all rent payments to:

County of El Dorado
Planning and Building Department
Airports Division
2850 Fairlane Court
Placerville, CA 95667

or Airports Operations Office

Said lease payment is due and payable as follows:

A. Upon commencement date, LESSEE shall pay a prorated portion of annual lease payment for the time period from the commencement date to the next succeeding June 30.

B. On each July 1, LESSEE shall pay the annual lease payment for the next succeeding fiscal year.

C. On July 1, at the commencement date of the fiscal year during which the term of this Lease expires, LESSEE shall pay the prorated portion of the annual lease payment for the time period from July 1 to the expiration date of this Lease.

D. If this Lease is terminated by County, LESSEE shall pay the prorated portion of the annual lease payment for the time period from the immediately preceding July 1 to the date this lease terminates.

E. If COUNTY approves LESSEE to act as a holdover tenant in accordance with Section 24, LESSEE shall pay the prorated portion of the annual lease payment from the time period that the holdover period commences to the next succeeding June 30.

F. For purposes of this lease, rent due for any partial month shall be prorated on the basis of 1/360th of the basic annual rent, per day.

G. If LESSEE obtains the consent of COUNTY to rent the hangar to others, LESSEE shall pay the commercial rate, consistent with Section 12(a), below.

4. <u>LATE FEE AND PENALTY:</u>

All lease payments and/or fees not paid by the date due shall be considered delinquent and a late charge of ten percent (10%) per month of delinquency may be assessed.

5. <u>USE OF PREMISES:</u>

A. Federally Obligated. The Premises are located on federally obligated airport property that is subject to FAA grant assurances made by the COUNTY in accepting federal funding for the airport. A copy of the current FAA Grant Assurances can be found at the FAA's website at https://www.faa.gov/airports/aip/grant_assurances, which are hereby incorporated by reference into this Lease. LESSEE'S use of the Premises is subordinate to COUNTY'S federal obligations and conditional on LESSEE'S compliance with federal law. The Premises are subject to inspection by the Federal Aviation Administration ("FAA") and COUNTY for compliance with FAA regulations and policies governing the use of federally obligated airport property.

B. Aeronautical Use Only. LESSEE shall use the premises primarily for aeronautical use only, as defined by the FAA. The Premises are leased herein for the sole purpose of non-commercial storage, care, and maintenance of LESSEE'S aircraft. LESSEE shall not store any non-aeronautical items in the hangar unless that use is in compliance with FAA

Policy on the Non-Aeronautical Use of Airport Hangars.

C. **Residential Use Prohibited.** Residential use of the Premises is prohibited by the FAA. Residential use includes any overnight occupation of the Premises that is not directly related to the care, maintenance, or operation of LESSEE'S aircraft.

D. **All Commercial Activity Prohibited.** Unless expressly provided for herein, including the Sublease in Section 14, or by other written agreement with COUNTY, nothing in this Lease shall be construed to grant LESSEE the right to rent Premises, including use of a hangar on the Premises, to others, conduct business or any commercial activity upon the Premises herein, including, but not limited to, those activities normally or actually conducted by fixed base operators upon Airport property. 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 Section.

6. INSURANCE:

LESSEE shall provide proof of a policy of insurance satisfactory to COUNTY'S Risk Management Division and documentation evidencing that LESSEE maintains insurance that meets the following minimum requirements:

A. Aircraft Liability Insurance of $1,000,000 per occurrence for bodily injury and property damage for aircraft operated and/or stored on the Premises. Aircraft Liability Insurance shall include premises liability and evidence of coverage shall be provided to COUNTY'S Risk Management Division. If premises liability is not included in the Aircraft Liability policy, a separate Hangar Liability policy with a $1,000,000 occurrence limit for injury or damage shall be obtained.

B. Motor Vehicle Liability Insurance of not less than $100,000 bodily injury limits per person, $300,000 bodily injury limits per occurrence, and $50,000 for damage to the property of other people, is required in the event motor vehicles are used by LESSEE on COUNTY'S premises.

C. LESSEE shall furnish a certificate of insurance satisfactory to COUNTY'S Risk Management Division as evidence that the insurance required above is being maintained.

D. The insurance shall be issued by an insurance company acceptable to COUNTY'S Risk Management Division or be provided through partial or total self-insurance likewise acceptable to COUNTY'S Risk Management Division.

E. LESSEE agrees that the insurance required herein 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 COUNTY'S Risk Management Division, and LESSEE agrees that the Lease shall not commence prior to the giving of such approval. In the event LESSEE fails to keep in effect at all times 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 certificates of insurance must include provisions stating that:

1. The insurer will not cancel the insured's coverage without 30-day prior written notice to COUNTY; and
2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement for Aircraft Liability and Hangar Liability policies, but only insofar as the operations under this Lease are concerned. This provision shall apply to the Aircraft Liability and Hangar Liability Policies.

G. LESSEE'S insurance shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of LESSEE'S insurance and shall not contribute with it.

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

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

J. The insurance companies shall have no recourse against COUNTY, its officers and employees or any of them 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 insurance requirements and shall survive the expiration of this Lease.

L. 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.

M. The certificate of insurance shall meet such additional standards as may be determined by COUNTY, either independently or in consultation with COUNTY'S Risk Management Division, as essential for protection of COUNTY.

7. HOLD HARMLESS/INDEMNIFICATION:

Except as provided in Section 14, to the fullest extent allowed by law, LESSEE shall, at LESSEE'S sole expense, indemnify, protect, defend, and hold harmless COUNTY, its officers, officials, employees, and volunteers from any and all claims, demands, suits, actions, and liabilities for any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense, whether for damage to or loss of property, injury to or death of any person, or economic or consequential loss, regardless of the degree of fault or negligence on the part of COUNTY, its officers, officials, employees, and volunteers, arising out of or relating directly or indirectly to this Lease, the tenancy created under this Lease, or the Premises, including without limitation:

A. The use or occupancy, or manner of use or occupancy, of the Premises by LESSEE;

B. Any act, error, omission, or negligence of LESSEE, or of any invitee, guest, or licensee of LESSEE;

C. Any alteration, activities, work, or things done, omitted, permitted, allowed, or suffered by LESSEE in, at, or about the Premises, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the effective date of this Lease or enacted, promulgated, or issued after the effective date of this Lease;

D. Any breach or default in performance of any obligation on LESSEE'S part to be performed under this Lease; and

E. Any action to challenge COUNTY'S approval of the Lease or use of the Premises by LESSEE, including, but not limited to, any action brought pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000, et seq., or 14 Code of Federal Regulations Part 16, FAA Rules of Practice for Federally Assisted Airport Proceedings.

LESSEE'S obligations pursuant to this Section include the duty to defend set forth in Civil Code Section 2778 and shall survive termination or expiration of this Lease.

LESSEE, as a material part of the consideration to COUNTY, hereby assumes all risk of damage to property or injury to persons in or upon the Premises and common areas (e.g., taxiways, runways, parking lot, snack bar, fuel areas, and grass area) arising from any cause except that caused by the active or sole negligence of COUNTY, its employees or agents, and LESSEE hereby waives all claims in respect thereof against COUNTY.

8. <u>FIRE HAZARD:</u>

Except as provided in Section 14, LESSEE shall keep the Premises clear of oil, trash, or other materials that may be deemed a fire hazard.

COUNTY reserves the right to restrict LESSEE from conducting any activity or storing flammable, hazardous, or toxic materials or substances that are not compatible with aeronautical use or which would increase COUNTY'S insurance rate or cause COUNTY'S insurance to be canceled.

9. <u>MAINTENANCE & REPAIR:</u>

Except as provided in Section 14, LESSEE shall at all times during the term of this Lease, maintain and keep, at LESSEE'S sole cost and expense, the Premises, including any hangar, land, any improvements made to the Premises, and 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 for the purpose of maintenance and repair to the Premises without first obtaining the written consent of COUNTY Airport Operations Supervisor or successor authority. If COUNTY consents to those alterations to the Premises by LESSEE, subsequent to execution of this Lease, LESSEE shall make those at the sole cost and expense of LESSEE by a contractor or other person selected by LESSEE and approved in writing by COUNTY before work commences. LESSEE shall comply with all applicable statutes, ordinances, rules, and regulations established by any federal, state, county, or local government agency in making any repairs or maintaining the Premises under this Section. 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, COUNTY may at its own discretion following written notification, restore, repair, or correct any health, fire, or safety conditions and any expenses incurred by COUNTY shall be payable by LESSEE within fifteen (15) days of a written invoice for the expenses.

10. ALTERATIONS:

Except as provided in Section 14, LESSEE shall not construct or maintain on the Premises any structure, improvement, including, but not limited, to any modifications affecting the use of the Premises (e.g. water line hook-ups or plumbing for appliances), or any material addition to or alteration of any building or structure erected on the Premises unless and until the plans and specifications, including those covering the exterior of the proposed structure, improvement, addition, or alteration, and the proposed location, have first been submitted to, and approved in writing by, the COUNTY Airport Operations Supervisor or successor authority. All improvements, alterations, additions, or modifications must be in accordance with Exhibit "B," Board of Supervisors Policy F-9 (incorporated herein and made by reference a part hereof), and any other applicable building regulation. All improvements, alterations, additions, or modifications must be compatible with aeronautical use of the Premises and consistent with federal laws, FAA regulations, state statutes, and the rules and regulations governing the use of federally obligated airport property.

11. TAXES AND POSSESSORY INTERESTS:

LESSEE understands that the Lease creates a property interest which may be subject to property taxation and that any possessory interests vested in LESSEE or his or her assignees through this Lease make LESSEE or his or her assignees subject to the payment of any property taxes on that property interest pursuant to Revenue and Taxation Code Section 107.6. It is further agreed by and between the parties hereto that COUNTY has informed LESSEE that such property interest, together with any improvements as may be made by LESSEE, as may be created or allowed by this Lease may be subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest(s).

LESSEE agrees to pay all taxes levied upon the Premises and improvements on the Premises, including trade fixtures and inventory not owned by COUNTY and kept on the Premises.

12. LESSEE'S OBLIGATIONS TO COMPLY:

A. Commercial Rate Applies to Rental. Except as provided in Section 14, no person other than LESSEE may occupy any portion of the Premises without the prior written consent of COUNTY. In the event LESSEE no longer occupies hangar and obtains written consent from COUNTY for the rental of hangar to others, the rate shall automatically be adjusted upwards to the "Commercial Use" rate in effect at that time or as may be changed from time to time by the Board of Supervisors, except that LESSEE shall not be charged the commercial rate during the term of the Sublease described in Section 14. In the case of hangars housing multiple aircraft, sharing of a portion of hangar with others will not trigger the increase to the established "Commercial Use" rate as long as LESSEE occupies space in hangar with LESSEE'S aircraft. At the commencement of rental of hangar, or portion thereof, to others, a commercial general liability insurance policy must be provided that includes Hangar Keepers Liability coverage of at least $75,000 or the value of stored aircraft. All other limits for insurance shall remain in effect as stated in Section 6 above. LESSEE remains responsible for the compliance of any shared or rented space with all terms of the Lease including, but not limited to, restricted use of the Premises as described in Section 5 above, maintenance and repair as described in Section 9, approved alterations as described in Section 10, and compliance with laws as described in Section 19.

B. Transition Allowance. In the event LESSEE sells its aircraft and is actively pursuing replacement with another aircraft there shall be a six-month period allowed for occupancy by others for aeronautical use only as defined in Section 5. Written notice of this intent to replace must be provided to the Airports Operations Office within thirty (30) days of beginning of occupancy by others or the lease rate shall be adjusted upwards to the commercial rate in effect at that time, effective immediately upon occupancy by other than LESSEE. In the event that another aircraft is not obtained within this six-month period and the hangar is occupied by others, the lease rate shall be adjusted upwards without further notice and a revised billing will be provided for the balance of the annual lease period. Additional fees may be paid on a month to month basis but no further billing will be made by COUNTY after initial notice and billing of adjustment.

C. Occupying Aircraft. LESSEE shall submit to COUNTY within thirty (30) days of sale, sublease, assignment, or rental of any aircraft stored on the leased property, the Aircraft Registration Number ("N-number") and the name of the registered owner.

D. LESSEE shall confine its activities to the leased Premises only excepting reasonable ingress and egress and the normal and intended use of the Airport runways and taxiways and other Airport public facilities.

13. <u>ASSIGNMENT OR SUBLEASING:</u>

Except as provided in Section 14, LESSEE shall not transfer or assign its rights or interests to any other person under this Lease.

LESSEE shall not enter into an agreement with any person to sublet its rights under this Lease, including the right to occupy the Premises or use any hangar or other improvement upon the Premises, unless LESSEE first obtains the written consent of COUNTY to that sublet and complies with this Section. LESSEE shall provide proof to COUNTY that:

A. SUBLESSEE has insurance that is in compliance with Section 6 of this Lease;

B. SUBLESSEE has been provided a copy of this Lease and has entered into an agreement with LESSEE to comply with such terms;

C. The term of the agreement with SUBLESSEE does not exceed the Term of this Lease;

D. SUBLESSEE has provided proof of aircraft ownership to the Airports Operations Office.

COUNTY may withhold consent for any commercially reasonable objection, including if COUNTY concludes that sublease would result in a non-aeronautical use or "commercial activity" as described in Section 5 above. LESSEE understands that such a sublease does not operate or be deemed to operate as a release of LESSEE from LESSEE's obligations under this Lease, including annual payment of rent.

14. <u>SUBLEASE TO EDSO</u>

A. Generally

Pursuant to this Ground Lease with COUNTY, LESSEE desires to Sublease its rights to use the Premises to the El Dorado County Sheriff's Office ("EDSO") to be used by EDSO for the storage, maintenance, and use of a helicopter, crew work and standby, and other related or incidental activities for operation of a law enforcement and public safety facility. EDSO shall use the premises consistent with Sections 5, 8, and 19 of this Lease.

B. Rent

EDSO shall, beginning on the Commencement Date of this Sublease described in Section 14.C below, pay to LESSEE a rental rate of one-thousand and five hundred ($1,500) a month, less the amount deducted for the costs to repair the door discussed in the paragraph below and any amount deducted for storage of personal property or penalties discussed in Section 14.D, below ("Monthly Rental Amount"). EDSO shall not pay any late fees or interest on late payments.

The parties to this Sublease understand that EDSO was required to perform necessary repairs to the door of the Premises to make it operational at the estimated cost of nine thousand dollars ($9,000). In recognition that LESSEE will obtain the benefits of that repair, the parties agree that the cost of that repair will be amortized equally over twenty-four (24) months, such that EDSO shall reduce the Monthly Rental Amount by three-hundred and seventy-five dollars ($375) for the first twenty-four (24) months of this Sublease.

The total amount of this Sublease shall not exceed fifty-four thousand dollars ($54,000), inclusive of all costs, taxes, and expenses.

If the Commencement Date of this Sublease does not fall on the first of a month, then EDSO shall pay a prorated portion of the Monthly Rental Amount. If this Sublease is terminated by either Party consistent with Section 14.C, below, EDSO shall pay a prorated portion of the Monthly Rental Amount. For purposes of this Sublease, rent due for any partial month shall be prorated based on the number of days this Sublease is in effect during that partial month bears to the number of days in that calendar month.

C. Term

The commencement date of this Sublease shall be the date that the Sheriff's Office obtains possession of the Premises in Section 14.D below. The term of this Sublease shall be two (2) years from the Commencement Date of this Sublease. The Sublease may be extended for one (1) additional year with the mutual consent of both parties. In the event that EDSO holds over at the end of that initial term or the term as extended with the permission of LESSEE, the hold over shall create a tenancy from month to month at the monthly rental rate of one-thousand and five hundred ($1,500).

Either party shall be in default of this Sublease if it fails or refuses to perform any material provision of this Sublease that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by the non-defaulting party. If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Sublease provision.
2. That the party in default has thirty (30) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within thirty (30) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Sublease by issuing a Notice of Termination. If the default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default of this Sublease if it commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. At any time after a party is in default and has failed to cure the default within the period provided herein, the party shall be in breach of this Sublease. In such an event, the non-defaulting party can terminate this Sublease in accordance with the terms herein or can cure the default at the defaulting party's cost. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

EDSO may terminate this Sublease for its convenience upon 30 days written Notice of Termination. If this Sublease is terminated, EDSO shall pay the prorated portion of any rent due, consistent with Section 14.B, above.

At the conclusion of the term of this Sublease, or on the date that this Sublease is terminated, whichever is earlier, EDSO shall return the Premises to LESSEE in substantially the same condition as they were on the Commencement Date of this Sublease, subject to reasonable use and wear, and EDSO shall remove all equipment, furniture, vehicles, or other personal or real property. LESSEE may dispose of any personal property that is not removed upon the termination or expiration of this Sublease in accordance with Civil Code Section 1980 et seq. and Section 1993 et seq.

D. Surrender of Premises

LESSEE agrees to vacate and surrender the Premises no later than October 9, 2023 ("Surrender Date") including turning over all keys or other access devices for the Premises and shall have no right to access the Premises after the Surrender Date, consistent with Section 14.E, below.

LESSEE shall remove the Robinson R22 Helicopter from the Premises by the Surrender Date. LESSEE understands that this Sublease is time sensitive for EDSO to provide a vital law enforcement and public safety service to the public and that inability to remove the Robison R22 Helicopter from the Premises by the Surrender Date will cause EDSO damages that are difficult to calculate. If LESSEE does not remove the Robinson R22 Helicopter by the Surrender Date, LESSEE agrees to have deducted from the Monthly Rental Amount due to LESSEE a penalty of an amount of fifty dollars ($50) per day that the Robison R22 Helicopter remains on the Premises.

The parties understand that LESSEE may not be able to remove all personal property, including four (4) automobiles, from the Premises by the Surrender Date. If LESSEE is not able to remove all LESSEE's personal property by the Surrender Date, LESSEE agrees to have deducted from the Monthly Rental Amount due to LESSEE an amount of three hundred dollars ($300) per month for the cost to store LESSEE's personal property on the Premises, and further agrees to remove all personal property no later than January 30, 2024. If LESSEE and EDSO concur that all of LESSEE's personal property has been removed from the Premises on or before January 30, 2024, then EDSO shall no longer deduct from the Monthly Rental Amount the cost to store the property effective the date of that mutual concurrence. If this concurrence occurs on a date other than the first of the month, EDSO shall deduct from the Monthly Rental Amount a prorated amount of the three hundred dollars ($300) otherwise due for the storage of that property. LESSEE understands that storage of LESSEE's personal property on the Premises is at sole risk of LESSEE, and EDSO is not making any warranty or guarantee whatsoever regarding the condition of property left after the Surrender Date. If LESSEE does not remove all personal property from the Premises by January 30, 2024, LESSEE agrees to have deducted from any rent due to LESSEE a penalty of an amount of fifty dollars ($50) per day that any personal property remains on the Premises.

LESSEE shall not store any additional personal property, including vehicles, whatsoever on the Premises after the Surrender Date.

E. Right to Access to Premises

LESSEE understands the EDSO intends to use the Premises as a law enforcement and public safety facility for the use of a County owned helicopter. To operate that facility in a safe and secure manner, it is vital that EDSO has exclusive control over the Premises during the term of this Sublease. As such, LESSEE agrees that LESSEE has no right to inspect, enter, or in any way access the Premises for any reason whatsoever during the term of the Sublease, except that if LESSEE needs to access the Premises to remove any of LESSEE'S personal property consistent with Section 14.D, above, LESSEE shall provide EDSO at least ten (10) calendar days' notice and EDSO staff must be present to escort LESSEE on or off the Premises. EDSO shall, however, make the Premises available to inspection to the FAA or to other staff of COUNTY consistent with Sections 5 and 15 of this Lease.

F. Utilities

EDSO shall pay directly to the appropriate supplier all charges for water, gas, electricity, heat, light, power, internet, telephone and all other materials and services furnished directly to EDSO for the Premises during the term of this Sublease.

G. Taxes

EDSO is not responsible for the payment of any real property taxes related to the Premises.

H. Alterations and Improvements

LESSEE understands that for the Premises to be used as a law enforcement facility EDSO may have to make alterations or improvements to the Premises without the prior consent of LESSEE. EDSO shall obtain the approval in writing of the COUNTY Airport Operations Supervisor or successor authority of any plans and specifications before construction of any structure, improvement, including, but not limited, to any modifications affecting the use of the Premises (e.g. water line hook-ups or plumbing for appliances), or any material addition to or alteration of any building or structure erected on the Premises, including those covering the exterior of the proposed structure, improvement, addition, or alteration, and the proposed location. All improvements, alterations, additions, or modifications must be in accordance with Exhibit "B," Board of Supervisors Policy F-9 (incorporated herein and made by reference a part hereof), and any other applicable building regulation. All improvements, alterations, additions, or modifications must be compatible with aeronautical use of the Premises and consistent with federal laws, FAA regulations, state statutes, and the rules and regulations governing the use of federally obligated airport property.

At the conclusion of the term of this Sublease, or on the date that EDSO terminates this Sublease, whichever is earlier, any improvements or fixtures constructed or installed by EDSO that cannot be removed without material damage to the ceiling, walls, roof, or floors of the structure of the Premises shall become sole property of LESSEE, and as of that date EDSO has no responsibility to maintain or repair said improvements or fixtures. EDSO shall engage in a good faith discussion with LESSEE on whether any improvement or fixture qualifies as one that can be removed without material damage to the Premises as described in this paragraph. In the event of disagreement, EDSO's judgment shall prevail.

I. Repairs

EDSO shall, at its sole cost and expense, keep the Premises and all fixtures or improvements therein in good condition and repair. LESSEE is providing the Premises as is and making no warranty as to its condition. EDSO's taking possession of any portion of the Premises shall be conclusive evidence that such portion of the Premises was in good order and satisfactory condition when EDSO took possession (except for latent defects) and except for any items of which EDSO provides LESSEE with written notice within thirty (30) days of EDSO's taking of possession. The Premises shall be delivered in its "AS IS" condition.

J. Sublease Administrator

The COUNTY officer or employee with responsibility for administering this Sublease is Captain Michael Lensing, El Dorado County Sherriff's Office, or successor.

K. Indemnity

Notwithstanding Section 7, to the fullest extent allowed by law, COUNTY shall defend, indemnify, and hold LESSEE and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of LESSEE employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with this Sublease or the tenancy created by this Sublease, regardless of the existence or degree of fault or negligence on the part of LESSEE, COUNTY, subcontractors or employees of any of these, except for the active or sole negligence of LESSEE, its officers, directors, and employees, or where expressly prescribed by statute.

COUNTY'S obligations pursuant to this Section 14.K include the duty to defend set forth in Civil Code Section 2778, and shall survive termination or expiration of this Sublease, except that the COUNTY has no obligation to maintain or repair any improvements or fixtures that become the property of LESSEE under Section 14.H above.

15. COUNTY'S RIGHTS:

COUNTY reserves to itself and to its successors or assigns hereunder the following rights:

A. The right to have access to the Premises for the purpose of monitoring and evaluating the obligations of LESSEE hereunder to determine if the installation, maintenance, and use of the Premises are in compliance with all federal, state, and local laws and regulations and the terms and conditions under this Lease. COUNTY will provide LESSEE a reasonable opportunity to be present for any inspection. County's access will be as follows:

1. Without prior notice at any time between the hours of 8:00 a.m. and 5:00 p.m., seven days per week.
2. With prior notice, which may include same day notice, at all times outside the hours of 8:00 a.m. to 5:00 p.m. The notice required under this Section may be provided by posting a Notice of Inspection on the Premises.
3. Without notice at any and all times in the case of emergency or in anticipation of an emergency as determined by COUNTY.

B. The right to enter into the Premises to serve or post any required notices, to conduct inspections pursuant to this Section, and to carry out and enforce all laws and regulations and the terms and conditions of this lease.

C. The right for the use and benefit of the public of flight for the passage of aircraft in the airspace above the surface of the Premises. This right includes, but not be limited to, the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or from the taking off from or landing of said aircraft at said Airport.

D. The right to further develop or improve the Airport as it sees fit without interference or hindrance by LESSEE.

E. The right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities at said Airport, together with the right to direct and control all activities of LESSEE in this regard. This right does not create any obligation to the LESSEE.

F. The right to take appropriate action to ensure that terminal airspace that is required to protect instrument and visual operations to the airport (including operations at established minimum flight altitudes) will be cleared and protected by mitigating existing, and preventing future, airport hazards.

G. In accordance with FAA Grant Assurance No. 27, the right to make available all of the facilities of the Airport usable for landing and takeoff of aircraft of the United States for use by Government aircraft as necessary, and the related right during, or in anticipation of, war or other national or state emergency, to enter into an agreement with the United States Government or the State of California for military, naval, or emergency response for all or part of the Airport. If any such agreement is executed, the provisions of this lease instrument are suspended to the extent they are in conflict with that agreement or use.

H. In the event the Airport or other premises herein leased are rendered totally or partially inaccessible, untenable, or unusable because of the condition thereof, which condition was not caused by COUNTY or its agents, and COUNTY, in its sole discretion, determines that restoration, repair, or further use is not desirable, this Lease shall be automatically terminated upon thirty (30) days' notice to LESSEE. In such event, COUNTY shall owe nothing as a result thereof and all and any costs or expenses of removal of structures as provided for herein are to be borne by LESSEE.

I. During the term of this Lease, the right, at COUNTY'S obligation and expense, to relocate the leased tract herein to a different location at the Airport and to move and install LESSEE'S hangar to the located tract, provided that:

1. LESSEE is given thirty (30) days' notice of the relocation and provided an opportunity to comment on the proposed location;

2. COUNTY will make every effort to relocate the hangar at a tract that is similar to the previous tract; and

3. COUNTY provides surfacing and improvements at the relocated tract at least equal to the surfacing and improvements at LESSEE'S prior location.

16. NOTICES:

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease, including the Sublease discussed in Section 14, or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, COUNTY, EDSO, or LESSEE to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

LESSEE: Richard F. Moorhouse
1191 Lakehills Ct.
El Dorado Hills, CA 95762

EDSO: El Dorado County Sheriff's Office
Attention: Operations Division Captain
200 Industrial Dr.
Placerville, CA 95667

COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667

COPY TO: Planning and Building Department
Airports Division
2850 Fairlane Court
Placerville, CA 95667

Either party, COUNTY, EDSO, or LESSEE, may change its address for purposes of this Section by giving written notice of the change to the other party in the manner provided in this Section. Said notice shall become part of this Lease upon acknowledgment in writing by the other party and no further amendment of this Lease shall be necessary.

17. NON-EXCLUSIVE RIGHTS:

This Lease including the Sublease, does not vest in LESSEE, or in EDSO, an exclusive right within the meaning of either Section 308(a) of the Federal Aviation Act of 1958 [codified at 49 U.S.C. § 40103(e)] or the Surplus Property Act of 1944 [codified at 49 U.S.C. §§ 47151-47153].

18. ACTS OF GOD, WAR/TERRORISM, AND OTHER CASUALTIES:

COUNTY shall not be responsible for monetary losses or damage to personal property, equipment, or materials of LESSEE caused by Acts of God, fire, epidemics, or public enemy including but not limited to acts of war and/or terrorism. LESSEE hereby waives any claims for damages against COUNTY resulting from said acts.

19. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS:

A. General Civil Rights Provisions

LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in any activity conducted with or benefiting from Federal assistance. If the LESSEE transfers its obligation to another, the transferee is obligated in the same manner as the LESSEE.

This provision obligates LESSEE for the period during which the property is owned, used or possessed by the LESSEE and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Nondiscrimination Provision

The LESSEE for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities, below.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the LESSEE, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

D. Compliance with Federal Aviation Administration, State and County Rules and Regulations

LESSEE and its officers, agents, employees, subcontractors, or volunteers agree to abide by all Federal Aviation Administration (FAA) rules and regulations pertaining to the operation of Airport and the use of federally obligated airport property, including all FAA grant assurances as they now exist and may be amended from time to time. Failure to comply with those rules and regulations shall be grounds for immediate termination of this Lease.

LESSEE and its officers, agents, employees, subcontractors, or volunteers shall carry on their activities and operations at Airport in compliance with federal laws, state statutes, and the rules and regulations governing the use of Airport and all other applicable COUNTY ordinances and regulations, including the Storm Water Pollution Prevention Plan and Best Management Practices, in accordance with Exhibit "C," marked "Storm Water Pollution Prevention Plan Requirements, BMP'S," attached hereto and incorporated herein by reference.

LESSEE and its officers, agents, employees, subcontractors, or volunteers shall observe faithfully all rules and regulations affecting use of Airport.

20. DEFAULT:

Either party shall be in default of this Lease if it fails or refuses to perform any material provision of this Lease that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by the non-defaulting party. If the default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default of this Lease if it commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

21. REMEDIES ON DEFAULT:

At any time after a party is in default and has failed to cure the default within the period provided herein, the party shall be in breach of this Lease. In such an event, the non-defaulting party can terminate this Lease in accordance with the terms herein or can cure the default at the defaulting party's cost. If the non-defaulting party at any time, by reason of the other party's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the non-defaulting party shall be due from the defaulting party to the non-defaulting party within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate permitted by law from the date the sum was due until finally paid.

COUNTY shall also have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The remedies set forth in this Section are in addition to and do not in any manner limit other remedies set forth in particular Sections of this Lease or by law.

22. ADDITIONAL GROUNDS FOR TERMINATION:

Notwithstanding Sections 20 and 21 above, COUNTY shall have the right to terminate this Lease in its entirety immediately upon the happening of any of the following:

A. LESSEE'S use of the Premises is not in compliance with FAA regulations and policies governing the use of federally obligated airport property or any other provision of Section 18; or

B. LESSEE'S making of any general assignment for the benefit of creditors, without the prior written consent of COUNTY as specified in this Lease; or

C. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents, or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

23. EFFECT OF TERMINATION OR EXPIRATION:

Upon termination or expiration of this Lease, LESSEE shall surrender the leased Premises to COUNTY in as good as condition as when they were received by LESSEE from COUNTY, subject to reasonable use and wear. Except as provided in the following paragraph, any improvements or alterations of a permanent nature, including concrete pads, gravel or other site preparation, made by LESSEE become the property of COUNTY. COUNTY may dispose of any personal property that are not removed upon the termination or expiration of this Lease in accordance with Civil Code Section 1980 et seq. and Section 1993 et seq.

If the Lease was terminated, and LESSEE did not remove any hangar on the Premises by the date of termination, COUNTY shall provide LESSEE written notice that LESSEE may remove that hangar, at LESSEE's sole expense, within one hundred and twenty (120) days after receiving that notice or that the hangar will be disposed of in accordance with this Section. If the term of this Lease had expired, and LESSEE did not either remove the hangar from the Premises or otherwise sell its interest in that hangar in accordance with the terms of this Lease and all applicable laws by the time this Lease expired, COUNTY shall provide LESSEE written notice that LESSEE may remove that hangar, at LESSEE's sole expense, within one hundred and twenty (120) days after receiving that notice or that the hangar will be disposed of in accordance with this Section. If LESSEE fails to remove said hangar within one hundred and twenty (120) days after notice from COUNTY, COUNTY may do any of the following at its sole discretion:

A. Remove the hangar and require the LESSEE to pay the costs for storage, removal, and additional rental. LESSEE shall pay for any costs required by this Section within fifteen (15) days of receiving a written invoice.

B. Dispose of the hangar as otherwise allowed by law.

C. Take ownership of the hangar at no cost to the County.

24. HOLDING OVER:

LESSEE shall not remain in possession of the Premises after the expiration of the term of this Lease. COUNTY may, by issuing a written notice, authorize LESSEE to holdover as a holdover tenant with a month-to-month term under the same terms and conditions of this Lease, including Section 3 regarding payment of a prorated share of the annual rent due. County may terminate at any time the holdover period upon thirty (30) days written notice.

25. ATTORNEY FEES:

Should any litigation be commenced between COUNTY and LESSEE concerning the Premises, this Lease, including the Sublease, or the rights and duties of either COUNTY or LESSEE in relation thereto, the party, COUNTY or LESSEE, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

26. GENERAL PROVISIONS:

A. Time of Essence: Time is and shall be of the essence in this Lease, including the Sublease, and in each and every provision contained in this Lease, including the Sublease.

B. Incorporation of Prior Agreements; Amendments: This Lease, including the Sublease, contains all the agreements of the parties with respect to any matter mentioned herein. This Lease, including the Sublease, hereby supersedes any agreement previously entered into. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease, including the Sublease, may be modified in writing only, signed by the parties in interest at the time of the modification.

C. Binding Effect; Choice of Law; Venue: This Lease, including the Sublease, shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Lease, including the Sublease, shall be governed by the laws of the State of California. Any dispute or litigation arising hereunder or relating to this Lease shall be brought in the County of El Dorado.

D. Consents: Wherever in this Lease, including the Sublease, consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

E. Construction of Lease; Severability: To the extent allowed by law, the provisions in this

Lease, including the Sublease, shall be construed and given effect in a manner that avoids any violation of statute, regulations, or law. COUNTY and LESSEE agree that in the event any provision of this Lease, including the Sublease, is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision of this Lease, including the Sublease.

F. Relationship: The parties intend by this Lease to establish the relationship of lessor and lessee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of lessor and lessee. In addition, the parties by the Sublease described in Section 14 intend to establish the relationship of lessor and lessee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of lessor and lessee.

27. NO CONTINUING WAIVER:

The waiver by either party of any breach of any of the provisions of this Lease, including the Sublease, shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision.

28. INTERPRETATIONS:

This Lease, including the Sublease, shall be interpreted as if drafted by all parties. No provision of this Lease, including the Sublease, shall be construed against any party because that party or its counsel was the sole or principal drafter of the Lease, including the Sublease, or any provision thereof.

29. LEASE ADMINISTRATOR:

The COUNTY officer or employee with responsibility for administering this Lease is Chris Perry, Assistant Director, Planning and Building Department, or successor.

30. LEGAL ADVICE:

Each party acknowledges that each of them has the right and opportunity to secure the advice and assistance of legal counsel with respect to this Lease and further acknowledges that they understand the terms and conditions of this Lease.

31. AUTHORIZED SIGNATURES:

The parties to this Lease, including the Sublease, represent that the undersigned individuals executing this Lease on their respective behalf are fully authorized to do so by law or other appropriate instrument. This Lease may be executed in counterparts.

Requesting Department Concurrence:

By: ______________________ Dated: 9/18/23

Jeff Leikauf, El Dorado County Sheriff-Coroner-Public Administrator

El Dorado County Sheriff's Office

"EDSO"

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IN WITNESS WHEREOF, the parties hereto have made and entered into this Lease upon the day and year signed by the Board of Supervisors below.

--LESSEE--

Dated: 9-16-23

By: [signature]
Richard F. Moorhouse
"LESSEE"

--COUNTY OF EL DORADO--

Dated: 9-26-23

By: Wendy Thomas
Board of Supervisors
"COUNTY"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kuff[illegible]
Deputy Clerk

Dated: 9-26-23

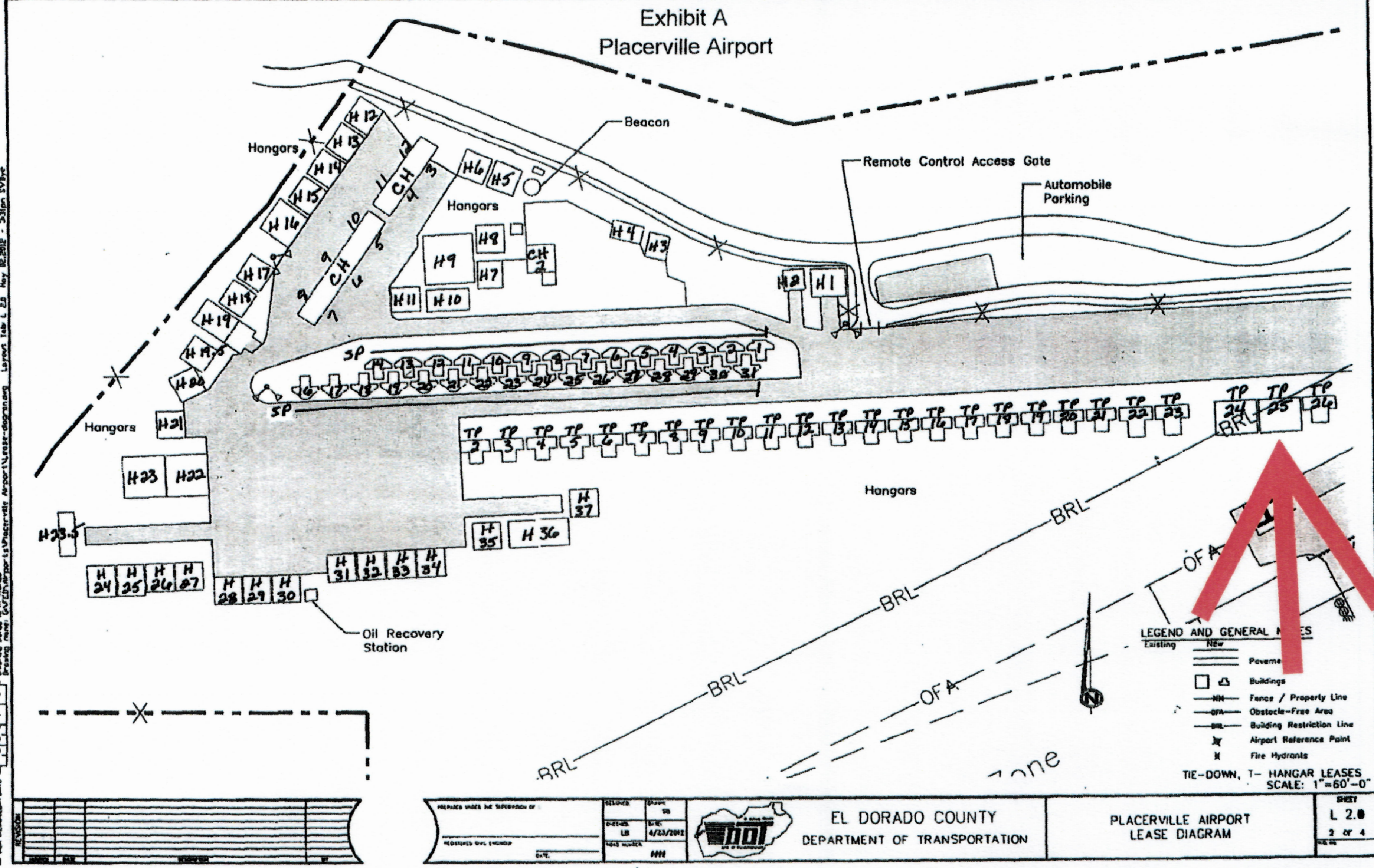

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EXHIBIT "B"

COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page Number:
AIRPORTS - PORTABLE HANGER COLOR	F-9	1 of 2
	Date Adopted: 10/19/1993	Revised Date:

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 for 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.

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, Airport Land

EXHIBIT "B"

COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number F-9	Page Number: 2 of 2
AIRPORTS - PORTABLE HANGER COLOR	Date Adopted: 10/19/1993	Revised Date:

Use Agreement for Non "T" Portable Hangar and FBO Airport Use Agreement constructed on either Airport.

4. Any request for deviation shall be reviewed, and approved or denied by the El Dorado County Airport Commission.

Primary Department: Department of Transportation/Airports

References: None

EXHIBIT "C"

STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS, BMP'S

These requirements are intended to enforce compliance with the Placerville Airport Storm Water Pollution Prevention Plan (SWPPP). The **SWPPP is a Federal and State** requirement on all facilities considered to be industrial sites.

The Best Management Practices (BMP's) are the conditions that the plan uses to prevent and eliminate the introduction of pollutants into the Storm Water runoff and drainage areas of the Placerville Airport. The BMP's are not optional and must be adhered to for compliance with the Airport SWPPP. Following are the requirements and procedures that must be met to be in compliance.

REQUIRED BMP's:

1. Aircraft Washing:
    - No degreasing is allowed except by hand, then rags are disposed of in appropriate trash receptacles.
    - All hoses are required to have a nozzle to shut off the flow when not in use.
    - Wash aircrafts on an impervious area at least 200 feet away from any inlet to prevent wash water from entering storm water system.
    - Washing with a rag and bucket is strongly encouraged.
    - Soaps must be bio~degradable.
    - After wash area is dry it must be swept up and contaminates disposed of in appropriate trash receptacles.
    - No washing when rain may be forecasted for the near future.

2. A drip pan sufficient to catch and contain all oil and fluids shall be used at all times while performing any service on the asphalt, dirt or hangar floors.

3. No use of solvents or grease remover is allowed out doors. No engine washing or engine and belly degreasing allowed.

4. Some type of absorbent material must be readily available to soak up fluids and fuel that may be spilled. If a spill should occur, any residue on the pavement or dirt must be cleaned up immediately and disposed of off-site.

5. Used oil is to be put into oil recovery site at the Airport (if available) or disposed of off Airport property at a recycler of your choice. No oil dumping on Airport property.

6. Used hydraulic fluids, solvents or batteries are to be disposed of off Airport property at a recycler of your choice. The County does not provide this service.

7. A broom is to be used after servicing to insure that any dirt or debris are not left on any paved or concrete surfaces.

8. Periodic inspections for compliance will be done as required by our Storm Water Permit. The Airports are required by the State Water Quality Control Board to log/report any violations and show evidence in our annual report that the violations were addressed and corrective action was taken.