

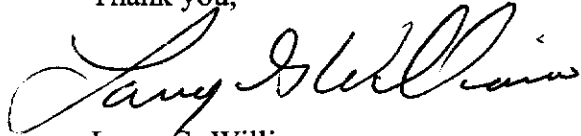
May 22, 2003

To: Placerville Airport

Subject: Lease renewal

I would like to request that I be allowed to exercise my first right of refusal and extend my lease for an additional 10 years, under the same terms and conditions as the existing lease.

Thank you,

A handwritten signature in cursive script, appearing to read "Larry G. Williams".

Larry G. Williams



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

3 Dated:

4 ASSIGNOR:

5 Carl M. Laing 4/01/96

6 Earl Laing

7  
8 Dated:

9 ASSIGNEE:

10 Larry Williams

11 Larry Williams and/or

12 Beverly Williams

13 Beverly Williams

14 CONSENT OF LESSOR

15 The undersigned is the Lessor in the Lease described in the  
16 foregoing assignment and hereby consents to the assignment of the  
17 Lease to Larry and/or Beverly Williams with the release of Assignor  
18 as Lessee from any further liability or obligation under the terms  
19 of the Lease.

20 Dated: 5/15/96

21 COUNTY OF EL DORADO

22 By Michael T. Stroh  
23 Chairman, Board of Supervisors or  
24 Director of Department of Transportation

"COUNTY"

25 ATTEST:  
26 DIXIE L. FOOTE  
27 Clerk of the Board of Supervisors

28 By \_\_\_\_\_  
Deputy Clerk

assign.air  
11-26-90

April 1, 1996

Janet Atwood  
Department of Transportation  
Airport Division  
3501 Airport Road  
Placerville, CA. 95667

This is to inform you that I have sold my hanger Port-A-Port,  
Executive II, Serial Number 2401 at TP-02 location. It is requested  
that the lease agreement be reassigned to:

Larry and/or Beverly Williams  
3170 Woodman Road  
Rescue, CA.  
(916) 677-4067

SELLER:

Earl M. Laing  
4303 Greenstone Road  
Placerville, CA. 95667  
(916) 626-7872

Earl M. Laing  
Earl M. Laing  
DATED: April, 1996.

BUYERS:

Larry and/or Beverly Williams  
3170 Woodman Road  
Rescue, CA. 95672  
(916) 677-4067

Beverly Williams  
Larry and/or Beverly Williams

Beechcraft BONANZA  
N62BJ

WR: 635-8521

ASSIGNMENT OF AIRPORT LAND USE AGREEMENT

1  
2  
3 THIS AGREEMENT is made this 8<sup>th</sup> day of November,  
4 1988, in Placerville, El Dorado County, California, between  
5 Al Narkewicz (hereinafter called "Assignor"), and  
6 Earl Laing 4303 Greenstone Road Placerville, Ca 95667  
7 (hereinafter collectively called "Assignee").

8 WHEREAS, a Lease was executed on May 1, 1988, between  
9 the County of El Dorado as Lessor, and Assignor as Lessee, by the  
10 terms of which the property generally described as TP-02  
11 at the Placerville Airport and described more specifically in  
12 said Lease, a copy of which is attached hereto and by reference  
13 incorporated herein, was leased to Assignor as Lessee for a term  
14 of Five ( 5 ) year(s) commencing on May 1, 1988,  
15 and two five (5) year options, expiring on April 30, 2003.

16 WHEREAS, Assignor now desires to assign the Lease to  
17 Assignee and Assignee desires to accept the assignment thereof;

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

27 This Agreement shall be binding on and inure to the benefit  
28 of the parties, hereto, their successors in interest, and

2:airport.agm  
ROD/lb  
6-23-88

AIRPORT LAND USE AGREEMENT FOR  
PORTABLE HANGARS

1  
2  
3 THIS LEASE, made and executed by and between the COUNTY OF  
4 EL DORADO, a political subdivision of the State of California  
5 hereinafter called "County", and Al Narkewicz, 2755 Countyside  
6 Drive, Placerville, California 95667,  
7 hereinafter called "Lessee",

8 W I T N E S S E T H:

9 County, pursuant to Government Code Sections 25350 - 25575  
10 and 50470 - 50478 and El Dorado County Ordinance Sections  
11 3.08.021, hereby leases to Lessee the real property at County's  
12 Placerville Airport, described in Exhibit "A" attached hereto and  
13 made a part hereof, on the following terms and conditions:

14 1. The term of said lease shall be for a period of  
15 five (5) years commencing May 1, 1988 and ending  
16 April 30, 1993. Lessee shall have the option to renew for up  
17 to two (2) additional successive terms of five (5) years each.  
18 County shall give Lessee sixty (60) days' written notice prior to  
19 the end of each term and Lessee shall give County written notice  
20 of Lessee's intention to exercise said option no later than  
21 thirty (30) days from the end of each term. Upon expiration of  
22 the foregoing terms, Lessee shall have the right of first refusal  
23 to an additional lease not to exceed ten (10) years under such  
24 terms and conditions as may be agreed upon at such time.

25 2. Lessee shall pay to County a rental of one hundred  
26 percent (100%) of the annual tiedown fee for the appropriate  
27 aircraft and/or site category as established and may be changed  
28 from time to time by resolution of the El Dorado County Board of

1 Supervisors and which is in effect at each rental payment date.  
2 Said rental is payable as follows:

3 a. Upon the commencement date, Lessee shall pay the  
4 prorata portion of the annual rent for the time period from the  
5 commencement date to July 1 next succeeding.

6 b. On each July 1, Lessee shall pay the annual rental  
7 for the next succeeding fiscal year.

8 c. On July 1, at the commencement date of the fiscal  
9 year during which this lease terminates, Lessee shall pay the  
10 prorata portion of the annual rent for the time period from July  
11 1 to the termination date of said lease.

12 The annual rental at the commencement of this lease is  
13 Four Hundred Twenty and no/100 Dollars (\$420.00).

14 3. Lessee shall maintain a hangar upon the leased premises  
15 in the manner described in paragraph 6 hereinbelow throughout the  
16 term of this agreement.

17 If not already constructed at the effective date of  
18 this agreement, within six (6) months of the commencement of this  
19 lease, Lessee shall erect and maintain during the balance of the  
20 lease term herein a hangar upon the property, approximately  
21 43'2" x 38'2" Executive I TP-2 in size. Lessee shall be  
22 PORT-A-PORT  
23 responsible for all surface preparation incident to placing a  
24 hangar thereon. The site preparation must be approved by the  
25 Airports Department prior to hangar erection.

26 Failure of Lessee to erect said hangar within the prescribed  
27 time period or to maintain said hangar as required herein shall  
28 constitute a material breach of this agreement and, in such  
event, County may terminate this agreement without liability to

1 Lessee hereunder.

2 4. Upon termination or expiration of this lease, improve-  
3 ments of a permanent nature placed upon the leased premises, such  
4 as concrete pads, gravel or other site preparation, shall become  
5 the property of County without charge to the County and Lessee  
6 shall remove the hangar at Lessee's sole obligation and expense.  
7 If Lessee fails to remove said hangar within thirty (30) days  
8 after termination or expiration of this agreement, County may, in  
9 its discretion, after notice to Lessee of its intent to do so,  
10 cause said hangar to be removed and the costs for storage,  
11 removal and additional rental thereof shall be paid by Lessee.  
12 For purposes of calculating additional rent in the event Lessee  
13 holds over beyond the expiration or termination of this  
14 agreement, Lessee shall be charged one-twelfth (1/12) of the  
15 current annual tie-down rate for each thirty (30) calendar day  
16 period or portion thereof after the expiration or termination  
17 date of this agreement.

18 5. It is further agreed by and between the parties hereto  
19 that County has informed Lessee that such property interest,  
20 together with any improvements as may be made by Lessee, as may  
21 be created or allowed by this agreement may be subject to  
22 property taxation and that Lessee may be subject to the payment  
23 of property taxes levied on such interest(s).

24 Lessee agrees to pay all taxes levied upon the leased  
25 property and improvements on the property, including trade  
26 fixtures and inventory not owned by Lessor and kept on the  
27 premises leased herein.

28 6. At all times during the term of this lease, Lessee



1 shall, at its own cost and expense, keep and maintain said land  
2 and all improvements thereon and all facilities appurtenant  
3 thereto in good order and repair and safe condition and in com-  
4 pliance with all requirements of law. Lessee shall make any and  
5 all additions to, or alterations or repairs in and about the land  
6 and/or improvements which may be required and, in doing so,  
7 Lessee shall observe and comply with all existing or future  
8 public laws, ordinances and regulations applicable to the land or  
9 public airport lands upon which the leased premises are located.  
10 Lessee shall maintain an area of ten (10) feet from the exterior  
11 walls of said hangar or of the median point between hangars if  
12 there is less than twenty (20) feet between hangars, free from  
13 brush and weeds. Lessee shall indemnify and agrees to defend and  
14 hold County harmless against all actions, claims and damages by  
15 reason of Lessee's failure to comply with and perform the provi-  
16 sions of this section. If Lessee fails to keep and maintain the  
17 leased premises and improvements as required herein, County may  
18 in its discretion following written notice undertake to do or  
19 have done such and any expenses incurred by County shall be  
20 payable by Lessee.

21 7. Lessee shall indemnify, defend and hold County harmless  
22 from and against any and all claims arising from Lessee's use or  
23 use by Lessee's agents, contractors or employees of the premises,  
24 or from the conduct of Lessee's business or any activity, work or  
25 things done, permitted or suffered by Lessee in or about the  
26 premises or elsewhere, and shall further indemnify, defend and  
27 hold County harmless from and against any and all claims arising  
28 from any breach or default in the performance of any obligation

1 on Lessee's part to be performed under the terms of this agree-  
2 ment and from all costs, attorney's fees, expenses and  
3 liabilities incurred in the defense of any such claim, or any  
4 action or proceeding brought thereon. Lessee, as a material part  
5 of the consideration to Lessor, hereby assumes all risk of damage  
6 to property or injury to persons in or upon the premises arising  
7 from any cause except that caused solely by County or its  
8 employees, agents, and Lessee hereby waives all claim in respect  
9 thereof against County.

10 8. Lessee shall procure and maintain during the term of  
11 this lease, in full force and effect, an insurance policy or  
12 policies, in a form and with a company acceptable to the County,  
13 for comprehensive general liability insurance (public liability  
14 and property damage, with coverage not less than \$100,000.00 per  
15 person, \$300,000.00 per occurrence, and \$25,000.00 property  
16 damage covering liability arising out of Lessee's use of,  
17 occupancy or operations on or about the airport. Such policy or  
18 policies shall name the County of El Dorado, its officers, agents  
19 and employees as additional insured, and provide that such  
20 insurance will not be terminated, cancelled or materially changed  
21 without at least thirty (30) days' prior notice in writing to  
22 County and shall be subject to approval as to coverage by Lessor.  
23 Lessee shall be responsible for all deductibles in said coverage  
24 and Lessee's indemnity and other obligations shall not be limited  
25 by the foregoing insurance requirements.

26 The parties hereto agree that County may, through resolution  
27 by its Board of Supervisors, after public hearing of which Lessee  
28 shall have been given written notice at least thirty (30) days in

1 advance thereof increase or otherwise amend or change the  
2 insurance coverage requirement as set forth hereinabove. The  
3 parties also agree that failure or refusal by Lessee to obtain or  
4 maintain such coverage as required herein or by subsequent  
5 resolution shall constitute a material breach of this agreement  
6 and, in such event, County, in its sole discretion, may  
7 terminate this agreement without liability to Lessee hereunder or  
8 elect to obtain like coverage and the cost for such coverage  
9 shall be paid by Lessee.

10 9. No structure or other improvements for which the plans,  
11 specifications and proposed location have not first received the  
12 written approval of County shall be constructed or maintained on  
13 the leased premises. No material addition to or alteration of  
14 any building or structure erected on the leased land shall be  
15 commenced unless and until said plans and specifications covering  
16 the exterior of the proposed addition or alterations shall have  
17 been first submitted to and approved by County. For the purposes  
18 of this section, the County Airports Operations Supervisor or  
19 successor authority shall be the approval authority for such  
20 plans.

21 10. The leased premises are leased herein for the sole  
22 purpose of storage, care and maintenance of aircraft, and for  
23 uses normally incident thereto. Unless expressly provided for  
24 herein or by other written agreement with County, nothing in this  
25 lease shall be construed to grant Lessee the right to conduct  
26 business or any commercial activity upon the leased premises  
27 herein, including but not limited to any commercial activities,  
28 e.g., for hire or profit, or those normally or actually conducted

1 by fixed base operators upon airport premises. The storage of an  
2 aircraft used in Lessee's trade or business shall not be deemed a  
3 "commercial activity" and such aircraft shall be deemed to be  
4 "Lessee's aircraft" for purposes of this paragraph.

5 11. No one person shall have an interest in more than two  
6 port-a-port leases. An interest would be defined as any incident  
7 of ownership in the lease; corporate, partnership or otherwise.

8 12. Lessee shall submit within thirty (30) days a sale,  
9 sublease assignment or rental of any aircraft stored on the  
10 leased property, the Aircraft Registration Number ("N-number"),  
11 and the name of the registered owner.

12 13. In the event the airport or other premises herein  
13 leased are rendered totally or partially inaccessible, untenable  
14 or unusable because of the condition thereof, which condition was  
15 not caused by County or its agents, and County, in its sole  
16 discretion, determines that restoration, repair or further use is  
17 not desirable, this agreement shall be automatically terminated  
18 upon thirty (30) days' notice to Lessee. In such event, County  
19 shall owe nothing as a result thereof and all and any costs or  
20 expenses of removal of structures as provided for herein are to  
21 be borne by Lessee.

22 14. In case of any default hereunder or in the event suit  
23 is brought to enforce any of the terms or conditions of this  
24 liability agreement, in addition to other charges, expenses,  
25 costs or damages for which liability may otherwise be incurred,  
26 the losing party shall be liable for reasonable attorney fees  
27 incurred by the opposing side.

28 15. Lessee shall not transfer, assign or sublet to any

1 other person this lease, the lease premises or any portion there-  
2 of except as provided for herein. It is the understanding and  
3 intent of the parties that in the event of sale of the portable  
4 hangar or sublease, assignment, or other transfer of the inter-  
5 ests hereunder, only the balance of the term of this agreement  
6 may be transferred or assigned to a successor in interest and  
7 that such transfer or assignment requires the permission of  
8 County to be first obtained. Such consent may be withheld by  
9 County for any commercially reasonable objection, including where  
10 such transfer, assignment or sublease would result in a "commer-  
11 cial activity" as described in paragraph 10 above. Lessee herein  
12 shall at all times remain obligated for performance of the terms  
13 hereof.

14 16. County reserves to itself and to its successors or  
15 assigns hereunder the following rights:

16 a. The right after reasonable notice to Lessee to  
17 enter onto the premises at reasonable times to determine if the  
18 installation and maintenance of the aforementioned structures is  
19 in good condition and Lessee is complying with all federal, state  
20 and local laws and regulations.

21 b. The right to enter onto the premises to serve, post  
22 any required notices, or to carry out and enforce all laws;

23 c. The right for the use and benefit of the public of  
24 flight for the passage of aircraft in the airspace above the  
25 surface of the premises herein leased, to include but not limited  
26 to the right to cause in said airspace any noise inherent in the  
27 operation of any aircraft through said airspace or from the  
28 taking off from or landing of said aircraft at said airport;

1           d. The right to further develop or improve the airport  
2 as it sees fit without interference or hinderance by Lessee; and

3           e. County has the right, but shall not be obligated to  
4 lessee, to maintain and keep in repair the landing area of the  
5 airport and all publically owned facilities at said airport,  
6 together with the right to direct and control all activities of  
7 lessee in this regard.

8           17. This lease shall be subordinate to the provisions and  
9 requirements of any existing or future agreement between County  
10 and the United States, relative to the development, operation, or  
11 maintenance of the airport, including such required covenants  
12 promulgated by the Federal Aviation Administration attached  
13 hereto as Exhibit "B". For the purposes of the FAA required  
14 covenants, County shall be the "sponsor" and the lessee or its  
15 successor in interest shall be the "lessee, licensee, permittee  
16 or other similar party.

17           18. Lessee shall confine his activities to the leased  
18 premises only excepting reasonable ingress and egress and the  
19 normal and intended use of the airport runways and taxi-ways and  
20 other airport public facilities.

21           19. During the term of this lease County shall have the  
22 right, at County's obligation and expense, to relocate the leased  
23 tract herein to a different location at the Placerville Airport  
24 and to move and install Lessee's hangar to such relocated tract,  
25 provided that:

26           a. Lessee is given thirty (30) days' notice of such  
27 relocation; and

28           b. County provides surfacing and improvements at the

1 relocated tract at least equal to the surfacing and improvements  
2 at Lessee's prior location.

3 20. The lease contains the entire agreement of the parties  
4 with respect to the matters covered by this lease and no other  
5 agreement, statement or promise made by any party or to any  
6 employee, officer or agent of any party which is not contained in  
7 this lease shall be binding or valid.

8 21. Lessee shall not commence any use under this agreement  
9 until proof of the insurance required by this agreement has been  
10 filed with the County of El Dorado and is satisfactory to the  
11 County.

12 22. Time is of the essence of each provision of this  
13 agreement.

14 23. The unenforceability, invalidity, or illegality of any  
15 provision shall not render the other provisions unenforceable,  
16 invalid, or illegal.

17 This lease has been executed by the parties on the day,  
18 month and year first hereinabove written.

19 Dated: August 2, 1988

COUNTY OF EL DORADO  
By Peter B. Row  
Chairman, Board of Supervisors

21 ATTEST:  
22 BILLIE MITCHELL, County Clerk  
23 and ex-officio Clerk of the  
Board of Supervisors

"COUNTY"

24 By Margaret E. Moody  
25 Deputy

26 Dated: August 2, 1988

Al Markens  
"LESSEE"

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT "A" to LAND/USE LEASE

DESCRIPTION

Al Narkewicz TP-2

A tract of land in the shape of a T Hangar, 43' 2" by 38' 2", fronting on the Southerly side of the abandoned Airport Runway located in the area approximately 1700 feet in length bounded on the West by the paved taxiway at the Westerly end of the abandoned runway and bounded on the North by the edge of the abandoned runway, now the existing taxiway.

Due to the dimensions of each hangar, 100% of a twin engine tiedown will be required for each. This rate is subject to change by a Resolution of the Board of Supervisors.



FEDERAL AVIATION ADMINISTRATION  
AGREEMENT COVENANTS

1. The (Sponsor) reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the (lessee, licensee, permittee) and without interference or hindrance.
2. The (Sponsor) reserves the right, but shall not be obligated to the (lessee, licensee, permittee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee, etc.) in this regard.
3. This (lease, license, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the (Sponsor) and the United States, relative to the development, operation or maintenance of the airport.
4. There is hereby reserved to the (Sponsor), its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (leased, licensed, permitted). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the (official name) airport.
5. (Lessee, licensee, permittee, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises.
6. The (lessee, licensee, permittee) by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation 2603\* (or 20) feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land (leased, etc.) hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the (lessee, licensee, permittee).
7. The (lessee, licensee, permittee, etc.) by accepting this (lease, license, etc.) agrees for itself, its successors and assigns that it will not make use of the (leased, etc.) premises in any manner which might interfere with the landing and taking off of aircraft from Placerville Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, etc.) and cause the abatement of such interference at the expense of the lessee, licensee, permittee).
8. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

9. \*\*This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.