

ASSIGNMENT AND AMENDMENT OF AIRPORT LAND USE LEASE  
# 760-L0811

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 in Placerville, El Dorado County, between Robert McClurg dba, Mac Investments, (herein after referred to as "Assignor"), and Steven C. Lesak, 411 Walnut St. #1627 Green Cove Springs, FL 32043 (hereinafter collectively called "Assignee").

WHEREAS, a lease was executed on March 14, 1994 between the County of El Dorado as Lessor, and Assignor as Lessee, by the terms of which the property generally described as hangar space TP-20 at the Placerville Airport and described more specifically in said Lease, a copy of which is attached hereto and by reference incorporated herein, was leased to Assignor as Lessee for a term of five (5) years commencing on January 31, 1994, and expires on January 30, 1999, with two (2) five (5) year options. Upon expiration of the foregoing terms, Lessee shall have the right of first refusal to an additional Lease not to exceed ten (10) years under such terms and conditions as may be available at such time.

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

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

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

1. Paragraph referencing assignment shall be modified to read:

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

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

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

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

- A. General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Or Aircraft Liability Insurance in the amount of \$1,000,000 per occurrence for aircraft operated on Lessor’s premises with Liability coverage extended to the hangar premises.
- B. In the event Lessee can not provide an occurrence policy, Lessee shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- C. Lessee shall furnish a certificate of insurance satisfactory to County as evidence that the insurance as required above is being maintained.
- D. The insurance shall be issued by an insurance company satisfactory to the County or be provided through partial or total self-insurance likewise acceptable to County.
- E. Lessee agrees that the insurance required above shall be in full force and effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee agrees to provide thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Lease or for a period not less than one (1) year. New certificates of insurance are subject to the approval of County and Lessee agrees that the Lessee shall not commence operations prior to the giving of such approval. In the event the Lessee fails to keep in effect at all times the insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

F. The certificate of insurance must include a provision stating that:

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

G. The lessee's insurance shall be primary insurance as respects the County, its officers, officials employee's and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

H. Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County either the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the County, it Officers, Officials, employees; or Lessee shall procure and maintain a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

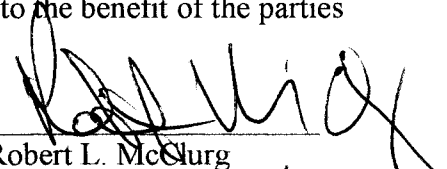
J. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials, or employees for payment of any premiums or assessments under any policy issued by any insurance company.

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

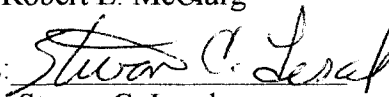
L. The certificate of Insurance shall meet additional standards as may be determined by County, either independently or in consultation with the County's Risk Manager, as essential for protection of the County.

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

Dated: 3/3/08

ASSIGNOR:   
Robert L. McClurg

Dated: \_\_\_\_\_

ASSIGNEE:   
Steven C. Lesak

CONSENT OF LESSOR

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

Dated: \_\_\_\_\_

COUNTY OF EL DORADO

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

Chairman

Board of Supervisors

“COUNTY”

ATTEST:

Cindy Keck

Clerk of the Board

By \_\_\_\_\_

Deputy Clerk