

HANGAR SITE LEASE AGREEMENT

THIS HANGAR SITE LEASE AGREEMENT ("Lease") is effective this First day of January, 1996, by and between [REDACTED], whose address is: 5 [REDACTED] and **THE COUNTY OF SOLANO**, a political subdivision of the State of California ("**County**") whose address is 580 Texas Street, Fairfield, CA 94533.

For and in consideration of mutual promises provided herein, the parties agree as follows:

1. **Premises.** Owner desires to lease a portion of property at the Nut Tree Airport, address of which is 301 County Airport Road, Vacaville, CA 95688. Said airport is owned by the County of Solano. Owner desires to lease such property for the location of their privately owned hangar(s) as described in Exhibit "A." Owner agrees and understands that premises are accepted in "as is" condition.
2. **Term.** The term of the described lease is effective on January 1, 1996, and will terminate on December 31, 2015. Two (2) additional terms of five (5) years each will be permitted. At the termination of the initial lease and each five (5) year extension, by mutual agreement, a new contract may be negotiated or County may purchase each Owners hangar at fair market value.
3. **Conditions.** Owner understands and agrees that each hangar described herein shall be used solely for the storage of aircraft and related equipment and shall conform to the Vacaville Fire Department, Fire Prevention Guide to Nut Tree Airport Aircraft Storage Hangars (Exhibit "B"). Such Guide shall be provided to each owner and prominently displayed in each hangar and shall not be removed. Any required fire inspections will be arranged directly with the Vacaville Fire Marshall. Additionally, owner understands and agrees that the following activities are prohibited and shall be responsible to ensure that they, as well as all of their lessees and sublessees are fully aware and in compliance at all times with the conditions listed below:
 - a. Commercial Activities other than showing a stored aircraft for sale or lease.

- b. Storage or use of fuels, combustible chemicals, solvents, or other hazardous materials.

For the purpose of this section, "Hazardous Material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or the environment if released into the workplace or the environment. "Hazardous Materials" include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or environment.

- c. Connection or use of any equipment creating a source of open flames
- d. Any items specifically prohibited by the Vacaville Fire Department, Fire Prevention Guide.
- e. Any activities which would inhibit or limit the use and enjoyment of adjacent hangar Owners, other tenants, or any other part of the airport
- f. Any refueling operations conducted inside the hangar.

4. **Maintenance.** Owner agrees and understands that any maintenance and repair to their hangar(s) shall be at owners full expense and obligation. Leased areas will be maintained in a presentable condition at all times consistent with good business practice and equal, or better, in appearance and character to other similar improvements

5. **Insurance.** Owner agrees and understands that for each hangar owned, and at their sole expense, owner will maintain at all times, Public Liability Insurance in the amount of \$ 500,000 minimum, or in amounts and coverages as determined or changed from time to time by the County Risk Manager. Additionally, Owner agrees and understands that all insurance will name Solano County as additionally insured and copies of all insurance will be provided to the airport office within 15 days of the execution of this agreement. Owner also agrees to provide the airport office copies of all insurance at all renewal dates.

Each required insurance policy shall be endorsed with the following specific language:

a. The County of Solano, its officer, agents and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.

c. The insurance provided herein is primary and no insurance held or owned by the County of Solano shall be called upon to contribute to a loss.

d. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice to the County of Solano.

6. **Indemnify and Hold Harmless.** Owner will indemnify, hold harmless and assume the defense of, in any actions of law or equity, the County of Solano, its officers, employees, agents, and elective and appointive boards from all claims, losses, damages (including property damages), personal injuries (including death), and liabilities of every kind, nature and description, directly or indirectly arising from the operations of Owner, Sublessees, or any persons directly or indirectly employed by, or acting as agent for Owner but not including the sole negligence or willful misconduct of the County of Solano. Acceptance of insurance certificates required in this agreement does not relieve Owner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause will apply to all damages and claims for damages of every kind suffered, by reason of any of Owners's operations regardless of whether or not such insurance policies will have been determined to be applicable to any of such damages or claims for damages.

7. **Venue.** This rental agreement will be construed and interpreted in accordance with the laws of the State of California. The duties and obligations of the parties hereunder are performable in Solano County and such County shall be the venue for any action or proceeding pursuant to this lease.

8. **Notifications.** Any notice or demand required to be given herein shall be made by prepaid, first class mail, facsimile, or reliable overnight mail to the address of the respective parties set forth below:

County:	John W. Swizer, C.A.E. Airport Manager Nut Tree Airport 301 County Airport Road Vacaville, CA 95688
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Tenant:



Owner also agrees and understands that Owner will provide accurate and complete records to the airport office regarding the names, addresses, and aircraft information for all tenants and subtenants. Owner agrees to notify the airport office, within 10 days, with this information upon any change, inclusion, or addition to Owners, Tenants and Subtenants.

9. **Storm Water Regulations.** Owner agrees and understands that any and all owners; lessees, or sublessees of any of their hangars will remain in full compliance with the California State Storm Water Discharge Permit as issued to Nut Tree Airport, as it currently exists, or as it may be changed from time to time. Owner also agrees and understands that failure to comply with all of the provisions of the Airport's Storm Water Discharge Permit could result in the County exempting those hangars from the airport permit. The individual owner will then be required to obtain an individual permit from the State Water Resources Board.

10. **Lease Rate.** The lease rate is established as follows:

a. For those Owners who have paid Portable Hangars Company for FY 95-96 and provide proof of such payment and acceptance by Portable Hangars Company, no payment to Solano County will be required for the period July 1, 1995 through December 31, 1995.

b. For those Owners who have not paid Portable Hangars Company for FY 95-96 will be required to pay Solano County the amount of \$500 per hangar for the period July 1, 1995 through December 31, 1995. This payment is due and payable upon completion of this agreement

c. For all Owners, the agreement with Solano County commences on January 1, 1996. A lease rate is established of four (4) cents per square foot, per month, per hangar. Each owner shall provide the County of Solano with a diagram specifying the number of square feet in each hangar. The monthly rate will be increased by the percentage of the Consumer Price Index (CPI), U. S. Cities Average, in December of each year, rounded to the nearest dollar. Payments to Solano County are due on January 1 each year, without billing, in advance, and delinquent on January 16. A late fee of \$50 per hangar will be charged if payment is received after the delinquent date.

The lease payment for the hangar space described in "Exhibit A" is as follows:

For the period July 1, 1995 through December 31, 1995 - \$500 per hangar*

(*This amount may be waived if proof can be provided that payment was made and accepted by Portable Hangars Company)

Annual Payment for January 1, 1996 through December 31, 1996 - \$ [REDACTED]

11. **Taxes:** Owner agrees and understands that this lease agreement may create a possessory or personal property tax interest for them. Owner agrees to pay any and all taxes promptly as may be assessed, or changed from time to time, by the County Assessor on each hangar and leased premises.

12. **Taxiways:** Subject to review and approval by the Federal Aviation Administration, County agrees to maintain all taxiways within the Owners hangar areas. Owners, lessee's and sublessee's also understand and agree that all taxiways will remain public use facilities, aircraft will not be parked or stored on any taxiway, and taxiways will not be restricted in any way.

13. **Use of Airport:** Owner understands and agrees that all operations at Nut Tree Airport shall be conducted in full compliance with all rules and regulations as established, or changed from time to time, by the Federal Aviation Administration, California Division of Aeronautics, County of Solano, or any other governmental agency. Owner also agrees and understands that they shall comply with any and all Federal Assurances as they currently exist or may be changed from time to time. Owner also agrees and understands that no modifications, changes, or alterations of any portions of leased property are permitted without written approval from the Airport Manager.

14. **Termination of Lease:** In the event of a material breach of, to include but not limited to, the items specified in Section 3 "Conditions", items (a) through (f), as well as non-payment of rent, County shall provide Owner with thirty (30) day Notice to Cure. In the event such material breach is not remedied, County shall provide Owner with thirty (30) day Notice to Vacate. Owner agrees and understands that Notice to Vacate could require Owner to remove their hangar from airport property at their sole expense and liability.

15. **Utilities:** Owner agrees and understands that they will be responsible for providing their own utilities and other day to day services at their own expense. Owners shall hold County harmless from any and all costs or charges for utility services furnished to, or required by, Owner during the term of this lease.

16. **Ingress and Egress:** Owners, lessees, and sublessees agree and understand that they are permitted unlimited right of ingress/egress from the leased premises without charge except for payment of the annual gate card fee for each card issued to owner, lessee, or sublessee, currently in effect, or as it may be changed from time to time. Owners also agree that County will not permit any visitors, whether personal or business, access to the Airport Operations Area unless such visitor is escorted by the Owner, lessee, or sublessee, or unless arrangements have been made in advance with the Airport Office.

17. **Acceptance of Rental Agreement:** The parties mutually agree to be bound by this agreement

Entered into this 7th day of June, 1996

Tenant: [REDACTED] County of Solano
Owner Nut Tree Airport

By: [REDACTED] By: [REDACTED]

EXHIBIT "A"
NUT TREE AIRPORT
PRIVATE HANGARS

"E"

1	2	3	4	5	
1	2	3	4	5	6

"D"

"C"

1	2	3	4	5	6
1	2	3	4	5	6

"B"

"A"

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VACAVILLE FIRE DEPARTMENT
Fire Prevention Guide
for
NUT TREE AIRPORT AIRCRAFT STORAGE HANGARS

This information sheet will be prominently displayed in each County Hangar. It will not be removed. It is designed to inform tenants what is and is not permitted in County Hangars. It is compiled using the 1991 edition of the Uniform Fire Code.

CLASSIFICATIONS OF THE NUT TREE HANGARS

The Uniform Building Code classifies these hangars as a Group B, Division 3 occupancy. That occupancy is defined as "aircraft hangars where no repair work is done except exchange of parts and maintenance requiring no open flames, welding or the use of Class I or Class II liquids."

STORAGE AND USE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS

Flammable and combustible liquids shall not be dispensed into or removed from the fuel system of an aircraft within an aircraft hangar. Flammable and combustible liquids shall not be dispensed into or removed from a container, tank, vehicle or aircraft except in a location approved by the Fire Chief. It is also unlawful to clean any aircraft, engines, or parts of aircraft in an aircraft storage hangar or within 50 feet of another aircraft, building or hangar with any flammable liquid.

SPRAY FINISHING

The application of Class I or Class II liquid finishes shall be done only in approved locations.

REPAIR WORK

Repairing of aircraft requiring the use of open flames, spark-producing devices or the heating of parts above 500 degrees F, shall be done in the open or in an area conforming with the Building Code for a Group H, Division 5 occupancy.

CONDUCTING A BUSINESS

It is not legal to conduct any type of business within a hangar designated as an "Aircraft Storage" Hangar.

DRIP PANS

Every aircraft hangar shall be equipped and maintained with metal drip pans under the engines of all aircraft stored or parked therein.

SOURCES OF IGNITION

Open flame, flame producing devices or other sources of ignition are not permitted in any hangar. This includes welding and cutting equipment, portable heaters using a flame, portable stoves, etc.

SMOKING

Smoking is prohibited inside the hangar. NO SMOKING signs will be posted in each hangar.

RUNNING ENGINES

No person shall run the engine of any aircraft in any aircraft hangar except in approved engine test areas

COMBUSTIBLE STORAGE

Combustible materials and other hazardous materials stored in an aircraft hangar shall be stored in locations and containers approved by the Fire Chief

TENANTS OF COUNTY HANGARS

In addition to the above requirements, further regulations are outlined in the "Nut Tree Airport Rules and Regulations" (Solano County Ordinances 748, 872, 1350, & 1443) and the "Nut Tree Aircraft Parking/Storage Permit." Sections II and III of the latter document contain, in some cases, more restrictive requirements than those listed above. All tenants should be aware of these requirements.