[redacted]

m: [redacted]
Sent: Monday, May 14, 2018 6:40 AM
To: AirportInfo
Cc: [redacted]
Subject: STORAGE HANGAR LEASE INPUT

The three tiered term lease reversion amounts to nothing more than **theft** by the county. If the county wants the property then they need to provide compensation to the hangar owner. I had no idea this would ever happen when I purchased my hangar [redacted]

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease

RECEIVED
MAY 21 2018
Dept. of Airports

Submitted by: [redacted]
Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY ... REGULATION". That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any significant"

8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword this clause to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this

was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for almost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything. This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

Additional comments or recommendations: _____

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_____

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[redacted]

om: [redacted]
Sent: Monday, May 14, 2018 6:46 AM
To: AirportInfo
Cc: [redacted]
Subject: STORAGE HANGAR LEASE INPUT

The three -tiered term proposal is not fair to the hangar owner. If the airport wants the property they should pay full market price.

[redacted]

From: [redacted]
Sent: Tuesday, May 15, 2018 12:33 PM
To: AirportInfo
Subject: storage hangar lease input

Thank your for your informational letter. It is a good start. I would like to see the lease terms on the newer hangars to be the same period as the private hangars from Airport Properties [redacted] The use of those hangars is similar to ours and a unequal treatment of terms could create additional expense and friction due to potential litigation. Otherwise you folks are on the right track
[redacted]

[redacted]

RECEIVED
JUN 04 2018
Dept. of Airports

June 4, 2018

Attn: Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

To whom it may concern,

I learned to fly at the Camarillo Airport in 1986, and have been housing my personal aircraft there since 1995. I currently own two hangars at the Oxnard airport, and store three aircraft.

There are many issues on the table at present, and it is very easy to get sidetracked by any of them. They are all important issues.

Please accept this letter to register my strong OPPOSITION to the proposed new lease format for privately owned hangars at the Ventura County airports.

Taking any private property without proper compensation or due process is illegal, and is inviting a legal battle. Any proposed compensation that is less than fair and full market value is unacceptable. The Airport already has a policy to acquire privately owned hangars, but it has never elected to exercise that right in spite of its financial ability to do so.

There are many inaccuracies in the communications presented by Airport Staff with regard to this matter, including references to the 1987 grand jury report, the 2018 consultant report, FAA order 5190.6B, the history of why we have private hangars in the first place, and airport policy 3d regarding airport right to purchase private hangars.

Please vote **AGAINST** this proposal and leave the agreements as they are. It is simply unacceptable to every private hangar owner with whom I have spoken. The current agreements have been satisfactory for many years, and do not violate the FAA grant assurances or jeopardize any federal funding as has been purported by airport staff. In fact, airport staff stated in November 2016, "The Lease/License agreement for private hangers has stood the test of time and fulfilled the purpose of providing access to the counties airports to local pilots to store and operate aircraft. It is staff's opinion that there is NO COMPELLING REASON to change the conditions of the lease..."

Thank you for considering my comments.

[redacted]

[redacted]

From: [redacted]
Sent: Thursday, May 17, 2018 8:46 AM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

Dear Airport Management,

I believe a timeline based upon the age of the hangar is not fair to people who may have recently purchased an older hangar nor is it fair to the people that invested 30 years ago and want to get their investment back. If someone purchased an old hangar for 100k recently and they now have 10 years based upon the proposed lease until the county wants to take it back with no compensation. They are taking away the motivation for investing in Camarillo and the Oxnard airport communities and penalizing those parties who previously did by destroying the resale value with the current proposed hangar owners lease agreement. These parties would be paying roughly 800 per month factoring in the 100k hanger investment that reverts to the county in 10 years. This is inverse condemnation and against the 5th amendment of The Constitution of the United States. The Camarillo airport would have not grown without the original investment of pilots back when the airport was taken over from the military. This was what the county needed at the time but now it's like having a bad friend who only calls when they need you. The county is acting like a bad friend and this government overreach is inverse condemnation and it is against the law. The county now is undermining the original intent of investing in hangars which was to provide needed capital to build needed storage for aircraft. Now that the county doesn't need the money after using the airport land to store cars for years, in direct violation of the FAA's mandate for non-aviation use when receiving grant money from the FAA. The county should not have used the airport for commercial interests such as car storage. On a side note I waited for nine years on the hangar waiting list while the county was using the airport land to store cars. Now if in fact the money made by storing cars using my federal tax dollars would directly benefit the airport tenants and not go into a general fund, then I would say that was a fair strategy, but it did not. The usage of this land which was supposed to be used for building the needed hangars to support the demand for Camarillo tenants and only offering highly overpriced hangar leases on this land which would only affect a select few. This also directly affected me by delaying the building of these hangars and having to wait nine years for my county leased hangar. The county then throws the people under the bus who originally invested in Camarillo and Oxnard. These people invested based upon their love for aviation and their desire for a community they can be involved with plus a lower long-term rental cost of a hangar. Many of the people the airport authority is attempting to screw are the pillars of the aviation community. These are the same people that made Camarillo the great airport it has grown to be. They donate their time and energy to the air show and the other charities that contribute to the community. If you set a reversion clause now and give everyone 30 years from this point forward, then let people know in the future they will be subject to inverse condemnation after investing in the future of these airports, they probably would not have invested but at least now they can make an informed decision. Thanks in advance for your consideration of my point of view on the current inverse condemnation project disguised as a new lease being imposed on the airport hangar owners.

Sincerely,

[redacted]

[redacted]

om: [redacted]
Sent: Thursday, May 17, 2018 11:36 AM
To: [redacted]
Subject: STORAGE HANGAR LEASE INPUT

Department of Airports:

Item 9 of the proposed lease is wholly and completely unacceptable and most likely illegal ..... the county appraised my hangar at $140,000 ..... the idea that I could, should, or would give the county $140,000 of my hard earned money without just fair and equitable compensation is an outrage .... this proposed confiscation and conversion of $18,000,000+ of private property needs to end now.

[redacted]

[redacted]

Attn: Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

airportinfo@ventura.org

Anyone (especially Director of Airports, Todd McNamee and the County of Ventura Department of Airports) who believes I will sign the "proposed storage hangar lease" with its ridiculous "reversion" clause is very much mistaken.

Sorry, but nobody has the right to take away, via "reversion" (aka confiscation, aka steal), and without compensation, my T-Hanger at Camarillo airport. I paid $40,000 for the hanger to house and protect my single-engine Cessna airplane and signed a legal lease with the Department of Airports. I'm not about to allow anyone to simply take the hangar away (without compensation) because they want to!

Given the fact that most airports in the Southern California area have long waiting lists for hangars I am dumfounded as to why more privately-owned hangars aren't being allowed to be installed. I am doubly dumfounded with the fact the Department of Airports is even considering taking my hangar (via reversion), without compensation, then renting the same hangar back to me! If the Department of Airports would like to increase revenue from hangar/ground leases but doesn't have the funds to build more hangars to meet the current demand they should allow additional privately-funded hangars to be constructed – not confiscate privately owned hangars and then jack up rents! Very bad business practice – that sort of thing is done in Venezuela!

I am a 40-year resident Ventura County. I have owned and operated a successful business located in Thousand Oaks for the past 35 years. My wife and I raised our seven children in Ventura County.

[redacted]

Copy:

Camarillo Airport Authority Members:
- Supervisor Kelly Long
- Supervisor John Zaragoza
- Councilmember Mike Morgan
- Councilmember Tony Trembley – City Representative
- Bill Thomas – Public Member
- Supervisor Peter Foy – Alternate Board of Supervisors Representative
- Councilmember Kevin Kildee – Alternate City Representative
- Mike Hodson – Alternate Public Member

Aviation Advisory Commission Members:
- Adriana Van der Graaf, Chair
- Maggie Bird, Vice-Chair
- Gary Jacobs
- Harvey Paskowitz
- Mark Sandstrom
- Steve Weiss
- Bobby Williams

Jerry Miller
Bruce Hamous
James Flickinger

Ventura County Board of Supervisors:
Supervisor Steve Bennett
Supervisor Linda Parks
Supervisor Peter C. Foy

Rep. Julia Brownley, D-Westlake Village, Member House Panel on Aviation

COUNTY OF VENTURA
OXR CMA
DEPARTMENT OF AIRPORTS

555 AIRPORT WAY, SUITE B
CAMARILLO, CA 93010
PHONE: (805) 388-4274
FAX: (805) 388-4366
WWW.VENTURA.ORG/AIRPORTS
WWW.IFLYOXNARD.COM

Tenant Notice – Request for Input from Tenants on Proposed Storage Hangar Leases

To: Camarillo and Oxnard Hangar Tenants

From: Department of Airports

Date: May 8, 2018

Airport Tenants and Pilots,

As you know, the Department of Airports created an Ad-hoc Lease Update Committee made up of hangar owners and renters from the two County airports. The process has been facilitated and has gone very well over the course of several meetings that began last November. The County appreciates the work of the committee members, and has agreed to several committee requests for both County and Privately Owned Hangar Leases including:

- The County will participate in relocation costs should the County require a tenant to relocate a hangar on the airports.
- Storage of non-aeronautical items allowed so long as they do not violate code and do not interfere with the aeronautical use of the hangar.
- Additional stored and non-airworthy aircraft allowed, but County to inspect for progress to make airworthy.
- County grants up to 6 months to replace an aircraft or sell a hangar.
- Tenant allowed to store one automobile per 2,000 s.f. of hangar space in addition to their aircraft.
- Tenant can perform more maintenance in hangar so long as it does not violate safety codes.
- Language has been added to make indemnification mutual.
- A Default Cure process has been added.

Not Going to Happen!

The outstanding issue that remains for Privately Owned Hangar Leases is the idea of transitioning from a month-to-month lease to a term lease that requires the tenant to either transfer ownership of the hangar to the County (reversion) or remove the hangar at the end of the lease term. It was not staff's intent to make such a transition at the outset of the process, but much research has been done by staff, including meetings with the FAA and the original airport management team for Ventura County, and staff is recommending that the County does make the transition. There is value in having a term lease rather a than month-to-month lease, and certainty is provided for both the tenant and the County, that there will be space for the hangar and aircraft to remain

located on the airport, and that the tenant will support the airport financially as well as the airport's purpose. **It is FAA grant assurances, FAA lease policy, industry best practices, practices taken from an Airport Cooperative Research (ACRP) report on leasing at airports, and a 1987 Ventura County Grand Jury Report that is compelling staff to make this recommendation.**

The Proposed Leases will be posted to the Department of Airports website and can be viewed at www.ventura.org/airports in the yellow highlighted area.

The County is proposing a three-tiered term based on size and valuation (not including the value of the land) of the hangar as follows:

10 year term for Original T-Hangars from the 1970'and 80's.
15 year term for Original Box Hangars from the 1970's and 80's.
20 year term for hangars that have been replaced with New ones over the past several years. More detailed information on this methodology will be provided on the website.

The County requests your input on the proposed Lease Agreement. You may submit your interest via email to airportinfo@ventura.org with STORAGE HANGAR LEASE INPUT in the subject line, or by mail to:

Attn: Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Your input will be compiled and summarized, and placed on our website after the end of the comment period.

The tentative schedule for considering adopting the lease is as follows:

- Solicit input from all hangar tenants beginning May 8, 2018
- Town Hall meeting with tenants tentatively the week of June 4
- Possibility of one additional Lease Committee meeting the week of June 11
- Aviation Advisory Commission July 2
- Airport Authorities July 12
- Board of Supervisors hearing July 17

UPDATED INFORMATION WILL BE POSTED ON THE WEBSITE SO WE ENCOURAGE YOU TO VISIT THE WEBSITE FREQUENTLY.

Thank you, and we look forward to hearing from you.

Department of Airports

[redacted]

rom: [redacted]
Sent: Thursday, May 17, 2018 5:53 PM
To: AirportInfo
Subject: Input on Proposed Storage Hanger Leases

I am writing to provide input on the Proposed Storage Hanger Leases. I own private hanger [redacted] Camarillo Airport.

The proposed changes to the lease by which the county will own my hanger in 20 years is nothing more than a governmental taking of my private property. Even under eminent domain proceedings, at least I would be compensated for the taking. The airport's response to that, allowing a hanger owner to "remove their hanger at their own expense" at the end of the proposed term, is a smokescreen for the taking. Newer\larger hangers, such as mine, cannot be moved and the airport authorities knows that.

Before purchasing my current hanger, I had petitioned the airport to build a new hanger on the site of my old T-hanger. I ultimately determined it was not feasible nor cost effective to build a new hanger. But the more relevant part of this story is during my discussions with airport staff, when I asked if they would terminate my lease after I build the new hanger, they specifically stated:

Ve have never terminated someone's lease nor ever intend to terminate a hanger lease in order to obtain that hanger.

Only because of that representation did I agree to purchase a larger and more costly hanger. I relied upon the representation that the Airport would allow me to maintain ownership of my hanger when buying my current hanger. These types of inducements must be redressed.

In the event that the county continues down this path, two things will occur:

1)The county will lose significant tax revenue NOW and for up to the next 20 years (for larger hangers) since the valuation of our hangers will be dramatically reduced;
2)I will either file separate suit or join any legal action by the Hanger association to protect my property.

If the Airport authorities want to increase their revenue, they can make the investment to build new hangers on the vacant land (as they have begun to do). Please do not allow the airport to steal my property.

Very truly yours,

[redacted]

[redacted]

rom: [redacted]
Sent: Monday, May 21, 2018 7:46 AM
To: AirportInfo
Subject: Lease proposal

Follow Up Flag: Follow up
Flag Status: Completed

To the Department of Airports:

I am a current hanger owner at CMA and have great concerns over what would occur at the end of 10 or 15 years. Therefore I need to ask whether any County employee has stated at any County meeting, or written in any document, what the County proposes, or otherwise intends to do with the current hanger owners' hangers at the end of the proposed lease term. For example, the County might have no current intentions, or it might have stated an intention to re-develop the site where the hanger sits, and re-locate the hanger. Therefore, if any plans have been discussed, please provide copies of all minutes of meetings, or other documents discussing such County plans. Thank you for your cooperation.
Best regards,

[redacted]

[redacted]

[redacted]

m: [redacted]
Sent: Wednesday, May 23, 2018 8:01 AM
To: AirportInfo
Cc: [redacted]

Subject: STORAGE HANGAR LEASE INPUT

I am adamantly opposed to this proposed new hangar lease. I feel that if the powers that be want to take our hangars, that we should #1 have a lease term of a minimum 30 years and at the end of the lease have the option to renegotiate an additional term or if not be compensated at fair market value as determined by the existing supply and demand not the airport authorities. I have been a tenant of the airport since 1979, if the authorities have a problem with privately owned hangars, ie; no aircraft stored in hangars, household items stored, then why not contact all the owners and have a meeting to express the concerns and I'm sure together we can solve those concerns. We as owners have never been approached as a group with any concerns the authorities might have over the last 39 years that I have been a tenant.
Thank You,
[redacted]

[redacted]

om: [redacted]
nt: Wednesday, May 23, 2018 3:13 PM
To: [redacted] AirportInfo
Subject: FW: Proposed Hangar Tenant Ground Lease Agreement

From: [redacted]
Sent: Wednesday, May 23, 2018 2:34 PM
To [redacted]
Cc [redacted]
Subject: Re: Proposed Hangar Tenant Ground Lease Agreement

[redacted]

Thank you for contacting me on this. I know that there is a lot of input on the new Hanger Lease draft. I appreciate your comments and will ensure that they are submitted as well. Hopefully we will come to a good conclusion for all. I encourage you to go to the Town Hall on June 7th at the Camarillo City Hall from 6 - 8 pm. The information is on the airport website at http://vcportal.ventura.org/AIRPORTS/docs/document_library/Tenant%20Notice-Town%20Hall%20June%207%2C%202018.pdf.

'hank you again for your feedback.

Best regards,
Kelly
Kelly Long
Ventura County Supervisor
District 3
1203 Flynn Rd, Suite 220
Camarillo, CA 93012
(805) 654-2276
www.Ventura.org

From: [redacted]
Sent: Wednesday, May 23, 2018 12:58:26 PM
To: Long, Kelly
Subject: Proposed Hangar Tenant Ground Lease Agreement

[redacted] I am the owner/tenant of hangar [redacted] at Camarillo airport. I purchased my hangar in October of 2010 for the purpose of housing my personal aircraft. When I purchased the hangar I was confident that when the time came for me to close the aviation chapter of my life I would be able to recover the investment I made in the hangar. I have been actively engaged in aviation for 52 years as a military, airline, and private pilot. The actions taken by the county department of airports have already greatly influenced the value f my hangar, in a negative way, and if the current proposal is enacted, I fear I will lose the entire investment I made in my angar. The county assessor reminds me every year of the value of my hangar with a property tax bill that does not epreciate the value of my hangar and in fact in past years has actually increased the assessed value. The department has also recently raised rent for the ground my hangar resides on as well as the rent for tenants who rent county hangers. This indicates to me, that a hangar is an asset, that when properly maintained, like a home or other real estate holding

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

Received
MAY 23 2018
Dept. of Airports

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and
32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY ... REGULATION".

That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and
8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

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15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations:

[redacted]

May 26, 2018

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

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Additional comments or recommendations: See attached pages.

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

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Additional comments or recommendations:

_____

[redacted]

From: [redacted]
Sent: Saturday, May 26, 2018 2:57 PM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]

Hangar Number: [redacted]

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The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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32) Sale of Hangar: The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

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11) **Immediate Termination:** The current wording allows for immediate termination and viction from the airport for violation of "ANY ... REGULATION".
That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and
8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for lmost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything.
This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: You Employees at the Department of Airports of Ventura County are employees of and for the people of Ventura county . You work for us. We are not beholding to be dictated by you . Rather you will do your job as the democratic majority dictates or you can look for a new job.
You have no right to force us into a new lease and no right to take our hangars, or our property. I suggest that you all resign before we will lead a campaign to fire all of you.

[redacted]

From: [redacted]
Sent: Sunday, May 27, 2018 9:07 PM
To: AirportInfo
Subject: [redacted]

Ventura County Board of Supervisors & Ventura County Director of airports

To whom it may concern:

I bought my hanger [redacted] airport in 2001 just prior to 9/11 I remember that day well. It was a scary time and resulted in much tighter security at the local airports, and all U.S. airports, making them safer.

I have enjoyed the use of my airplane and private hanger over the last 17 years, a member of the local EAA Chapter, a member of AOPA, and given many Young Eagle flights. I have continued to maintain my hangar to a high standard, it having a service life for decades into the future. I continue to pay monthly ground rent to the County plus property taxes on my aircraft, property taxes on my hangar, and Possessory Interest to the County. The service life of my hangar will continue well beyond the 10 years that the proposed term lease would allow. I believe that it is improper and illegal for the County of Ventura to take possession our private hangers by means of a short term Ground Lease, providing no compensation for my valued hangar at the end of the Ground Lease.

Also, just the proposal of a ten year term Ground Lease with Reversion of my hangar to the County has driven down the resale value on my hanger to just about nothing. In my eyes it appears that the Director of Airports is willing to drive out the grass roots aviation community to gain greater revenue from the corporate and commercial operators. This is very disturbing as to providing access and encouraging the younger generations for the opportunity to fill a severe shortage of pilots, crews, and services for a rapidly expanding air transportation and defense systems. I hope this can be resolved without such a drastic move on the part of Ventura County Board of Supervisors and the Director of Airport, Todd McNamee.

Oxnard and Camarillo airports have been an asset to the county, serving the aviation needs and supporting the economic development for our County. I am hoping that the aggressive actions by Todd McNamee, Director of Airports, will not destroy our grass roots aviation community an American right to own hangers within our airport community.
Thank you,
[redacted]

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and
32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

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5) **Progress Inspections:** and

8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

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15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: _____

_____

_____

_____

_____

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

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Additional comments or recommendations: _____

_____

_____

_____

_____

[redacted]

From: [redacted]
Sent: Monday, May 28, 2018 5:30 PM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

Your letter dated May 8, 2018 to hangar owners and tenants requested inputs regarding the proposed hangar lease agreement.

I am writing to express my concern on disbelief concerning the proposed lease for storage hangars at County administered airports.

The thought of confiscating privately owned hangars is abhorrent. These hangars were originally funded by private funds in an effort to accommodate the airport in its efforts to improve facilities. No mention was made at the time of initial construction concerning reversion. As a result, hangar owners viewed the hangars as personal property, making improvements and selling them on the open market when they were no longer needed. As a result, owners were willing to pay significant sums to acquire these hangars with the understanding that the hangars would at least maintain their value.

The thought of confiscating them under any circumstances is appalling and to have any reversion based on the size or value of the hangar is even more egregious. It is blatant discrimination. The implication that the new lease agreement is driven by FAA requirements and a 30 year old Grand Jury report is just not valid. It was just 24 months ago that the airport administration announced the existing lease had withstood the test of time and no changes were anticipated. I agree! Just stick with it.

[redacted]

[redacted]

. rom: [redacted]
Sent: Tuesday, May 29, 2018 9:18 AM
To: AirportInfo
Subject: Hangers

I whole heartily agree with this letter. You can not just establish a precedent on a legal contract on a whim , the airport was begging for aircraft owners to agree to buy hangers and move to CAM? they can confiscate any and all privately held property on the airport if this is allowed .
Does the airport have plans on selling the confiscated hangers and aircraft ?

Where should we Move or store our aircraft if you confiscate our hangers?
[redacted]

Sent from my iPad

[redacted]

rom: [redacted]
Sent: Tuesday, May 29, 2018 9:35 AM
To: AirportInfo
Subject: Hanger confiscating

Where would you suggest we locate our aircraft if we can not relocate our hanger.
If the hangers are moved who will be responsible for paying for the hanger slabs, taxiways, ramp area ,electrical replacement , and such? (security)

Sent from my iPad

[redacted]

. rom: [redacted]
Sent: Tuesday, May 29, 2018 10:16 AM
To: AirportInfo
Subject: Feedback on Proposed Hangar Tenant Ground Lease

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

PLEASE SEE ADDITIONAL OBJECTION LISTED AT THE END.

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no AA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

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hat would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and
8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

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13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for almost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything.
This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations:

26) MAINTENANCE: The county may direct us at its discretion to maintain the hangar at our cost so it's in good shape when the county seizes it? And we must have the hangar painted at

our own cost per the county's specifications? It's my understanding that the paints that would be required are expensive and that the process may cost thousands. This is additional burden designed solely to benefit the county.

[redacted]

rom: [redacted]
Sent: Tuesday, May 29, 2018 12:48 PM
To: AirportInfo
Cc: [redacted]
Subject: Response to: Request for Input from Tenants on Proposed Storage Hangar Leases
Attachments: [redacted]

I have attached my response to the Department of Airports' requested in their letter dated May 8, 2018, "Tenant Notice - Request for Input from Tenants on Proposed Storage Hangar Leases." I **DO NOT** support the changes to the Privately Owned Hangar Leases proposed by the Department of Airports. This issue is considered hostile to the current hangar owners, imposes unfavorable economic issues on County residents, and is an issue that should be using established County land management procedures, such as the Airport Master Plan process rather than town hall meetings.

[redacted]

May 29, 2018

[redacted]
Hangar Owner, Camarillo Airport & Oxnard Airport
[redacted]

To: Ventura County Departments of Airports
Attn: Storage Hangar Lease Input
555Airport Way, Suite B
Camarillo, CA 93010

Department of Airports

This letter is in response to your request entitled "Tenant Notice – Request for Input from Tenants on Proposed Storage Hangar Leases" dated May 8, 2018.

I currently own a hangar at both Oxnard and Camarillo Airports, and have been a tenant at a Ventura County airport since 1998 – a period of 20 years.

In reference to the proposed "Privately Owned Aircraft Storage Hangar Ground Lease Agreement", **I DO NOT SUPPORT** the proposed transition from a monthly lease to a term lease under the conditions that the Department of Airports has proposed, as well as many of the other Lease changes for the following reasons:

1. As stated in the 2010 proposed Airport Master Plans for both airports, "Ventura County is charged with the responsibility to develop aviation facilities necessary to accommodate aviation demand and minimize operational constraints."

2. Also, as stated, "Flexibility must be programmed into airport development to assure adequate capacity should market conditions change unexpectedly.

3. Privately owned hangars have contributed significantly to meeting storage needs the Ventura County aviation community. Per the draft 2010 Airport Master Plan for Camarillo, private hangars account for almost 60% of the hangar space. Although similar details are not published in the Oxnard Airport Master Plan, it appears to me that private hangars are probably close to the same percentage.

4. Although the Department of Airports has referenced some general practices from national reports specifically addressing land leases, and a 30-year-old Ventura County Grand Jury

Report, those recommendations have not been integrated into the master planning process for the County airports.

Based on the above information, and the fact that this proposal has become such a divisive issue throughout the county, I **strongly recommend that your current efforts be discontinued.**

The importance of the County Airports to the future needs of this County, and the State of California, cannot be understated. This issue far exceeds a lease negotiation between private hangar owners and the County. To keep general aviation a viable and successful part of Ventura County, the land use issues that this particular agreement addresses should properly be addressed the Airport Master Planning process, not heated town-hall meetings. As a member of, and officer in, several of the local airport-based organizations, I contend the feeling of the local aircraft owners is that the Department of Airports has taken a hostile and non-productive approach to this process. Also, from previous meetings, and in particular the Airport Advisory Council meeting on May 21, 2018, it appears that the Board of Supervisors are not well informed on what is happening either.

Please consider postponing or cancelling this initiative until proper land-use planning for this concept is codified and accepted in the Master Plan for the two County Airports.

Sincerely,

[redacted]

Cc: Councilman Bert Perello
Supervisor Kelly Long
Supervisor John Zaragoza

Attn: Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

May 29, 2018

To whom it may concern:

I bought an old T hangar [redacted] This was one of a group of three that had just been moved because the original location interfered with the runway environment. In the new location these hangars were not nested, and after some negotiation with the Dept of Airports, the owners these 3 hangars [redacted] received permission to replace them with new box hangars placed in basically the same footprint. The building permit was issued [redacted] One result of the negotiations was a clause in the month-to-month lease giving the Dept of Airports right of first refusal if and when they were sold. The right of first refusal was to be interpreted in the conventional sense; the seller would determine the fair market value by negotiation with a willing and able buyer, then the county had the option of acquiring the hangar at that price.

In March 2018 hangar [redacted] was sold to a new owner, reportedly for $100,000, which established the fair market value at that time. Apparently the Dept. of Airports did not exercise its right of first refusal for one reason or another. The Dept. of Airports was clearly in a position to do this financially because of the income generated by storage of new cars on the OXR and CMA airports. The clear implication is that the county either did not want the hangar, or that it was able, but not willing, to pay fair market value.

The most onerous provision of the proposed new private hangar leases involves the reversion of these hangars to the county after a period of time, meaning the county would eventually acquire them at zero cost. Several justifications are put forward for this: FAA policies, best practices (presumably as determined from an ACRP report), and a 1987 Ventura County Grand Jury report. These are cited as COMPELLING airport staff (Todd) to make this recommendation to the County Supervisors.

Actually there is NO FAA policy compelling or even recommending this change. In fact, the FAA has SPECIFICALLY DECLINED to take a position re publicly owned vs privately owned hangars on public airports. There has been some movement on the part of the FAA to restrict thru-the-fence operations at some public airports, but this involves the granting of airport access from adjacent privately owned property by means other than those available to the general public. This is completely irrelevant to what is being proposed here. The FAA has also taken an interest in assuring all airport tenants are treated equally in terms of restrictions on how hangars, either publically or privately owned, may be utilized. At OXR and CMA there is presently no significant difference between private and public hangars in this regard, hence it is also completely irrelevant.

The ACRP is a part of the Transportation Research Board, which is in turn a subset of the National Acadamies of Science, Engineering and Medicine. After looking through their numerous reports on-line, I cannot find any that deal with privately owned hangars on public airports. A lot of them deal with FAA Grant Assurance, technical topics such as changes to airport operations due to NEXTGEN, and interaction with airport neighbors on issues such as aircraft noise and pollutant emissions. As a former consultant to the Transportation Research Board in the area of diesel engine emissions, I am familiar with kind of work the organization does on technical issues. In my experience the working groups that are formed to address these issues consist of academics, representatives of industrial and commercial stakeholders and in this case operators of major (hub) airports. The interests of small stakeholders (e.g. individual hangar owners) are unlikely to be represented on such panels. While I think they generally do a good job in assessing science, I doubt that such panels are equipped to recommend 'best practices' in terms of administering leases on private vs public hangars. This is really a matter of public policy best left to elected officials and the voters.

Contrary to what is implied in Todd's recommendation to the Supervisors, the 1987 Venture County Grand Jury report DOES NOT support his effort to take privately owned hangars by reversion. The report instead stated that "The Board of Supervisors and those making recommendations to the Board should CONSIDER public ownership of all FUTURE aircraft storage Hangers at County Airports ...". Thirty years ago the Supervisors presumably considered this recommendation and decided not to implement it. As a result a few privately owned hangers have been constructed in the interim, mine among them. To the extent that this recommendation of the Grand Jury is still valid, the Supervisors may wish to consider it now. They could easily do so for future hangers. However, if they want to implement it retroactively they need to use established legal means such as condemnation. Or they could add a right of first refusal clause (as defined in my opening paragraph) to the new leases, the same as I have in my existing lease. Either method would make it possible for the county to acquire all of the existing private hangars, but at fair market value. In my case, fair market value is all I ever asked for, and it is what the Dept. of Airports agreed to in 2004. But before you go down this path you should consider Todd's statement of 11/7/2016 that "The Lease/License agreement for private hangers has stood the test of time and fulfilled the purpose of providing access to the counties airports to local pilots to store and operate aircraft. It is staff's opinion that there is NO COMPELLING REASON to change the conditions of the lease...".

So what has changed Todd's opinion of how private hanger leases, should be handled? It is clear to me that the answer is that the Dept. of Airports has had a longstanding desire to eliminate private hangers on the airport because they can be more difficult to administer, and for a number of years in the past the Dept. has looked on while private hangars appreciated rapidly due to high demand and lack of supply. My observation is that there was very substantial depreciation in hangar prices beginning at the financial crisis in 2007-8 and reinforced by the twin towers incident in 2011. In 2004. I paid about as much to acquire a junk T-hangar on a location that could be built out as I did to construct

a new box hanger, so actually there has been very little appreciation in my case.

I think Todd sees an opportunity to eliminate the nuisance of private hangers while adding (at no cost) to the county's supply and at the same time spend airport funds to construct new hangers which will also eventually revert to the county. The only trouble with this is that it is manifestly unfair to the owners and, in my opinion, is not legal and will certainly result in litigation if implemented.

[redacted]

[redacted]

From: [redacted]
Sent: Wednesday, May 30, 2018 7:31 AM
To: AirportInfo
Subject: The New Lease

Section 1, paragraph 2, last sentence: If the lease is terminated (such as if I cannot pay the repair costs the airport requires), and if the airport seizes my hangar, I am still responsible for "relocation/reassembly costs"? It could be interpreted to mean that if an owner takes the hangar off airport, it's at his own expense, but it's not written that way. It also could be that if I can't pay the painting/maintenance costs that you require, I lose the hangar to you, and I still have to pay to move the hangar.

Section 26: The county may direct us at its discretion to maintain the hangar at our cost so it's in good shape when the county seizes it? And we must have the hangar painted at our own cost per the county's specifications? It's my understanding that the paints that would be required are expensive and that the process may cost thousands.

These are burdens designed solely to benefit the county.

[redacted]

From: [redacted]
Sent: Wednesday, May 30, 2018 3:21 PM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

NO!
I am completely against the process, the proposal and the arrogance that the Department of Airports is showing to the hangar owners and citizens of Ventura County.

Apart from all of the obvious arguments of legality, eminent domain, misquoting of previous documents, and conflict of interest by the Director of Airports using private corporate hangar developers as allies in this effort (which will no doubt lead to interminable litigation at the County's expense), the overriding question is MORALITY.

This is GOVERNMENT AT IT'S WORST! In the Department of Airport's efforts to confiscate private citizens' personal property, something has been lost. A loss of the recognition of community.

It wasn't more than a few months ago, during the Thomas fire and resulting mudslides, when the 101 Freeway was completely closed, cutting off transportation from Ventura County to Santa Barbara. There was an acute shortage, and resulting need, for medical personnel, including doctors, to be transported between these two communities. Who did a large portion of this? That's right, General Aviation aircraft, based in Ventura County. This allowed our local citizens to get the care they needed in a time of desperation. It wasn't corporate aviation that provided this. It was private citizen aviators at their own expense. And how does the department of airports recognize that invaluable service, and the potential need for that service in the future? By confiscating, without compensation, the very hangars that housed the aircraft providing that service to our fellow citizens! That is complete arrogance, and very short sighted as well.

It will be an interesting upcoming election year should the current county board of supervisors approve this egregious attempt at government usurpation of private citizens' personal property. For the sake of the county, it's taxpayers, and it's citizens, please consider this as the outrageously ill conceived proposal that it is.

[redacted]

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Numbe[redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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RECEIVED
JUN 01 2018
Dept. of Airports

5) **Progress Inspections:** and
8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

RECEIVED
JUN 01 2018
Dept. of Airports

Additional comments or recommendations:

1. Hangers are storage sheds, therefore not subject to county building codes.
2. Hanger owners should be permitted to make repairs/modifications to hanger (storage shed) in order to preserve and maintain our investment with out undue permits or interference from DoA or county officials.

[redacted]

Department of Airports
Attn: Storage Hanger Lease Input
555 Airport Way, Suite B
Camarillo, CA 93010

[redacted]

From: [redacted]
Sent: Wednesday, May 30, 2018 6:10 PM
To: AirportInfo
Cc: [redacted]

Subject: STORAGE HANGAR LEASE INPUT

I retired in 2000 to Roatan, Honduras. I was fortunate to be able to purchase the only aircraft hangar 50'X75' on the airport that housed 2 planes for several years. The authorities that ran the airports advised me about 10 years ago they needed the space where my hangar was to expand the ramp. We had ongoing negotiations for compensation over those years that never came to any conclusion, then after not hearing anything from them for about a year, I returned from a trip to find that my hangar was open, all my tools, compressor, generator & aircraft tug was gone and in the next 3 days my hangar was destroyed and hauled off the airport. I was never compensated. This is how Third World Countries work. Is that what the United States is turning into with this proposed new hangar lease?

[redacted]

[redacted]

From: [redacted]
Sent: Thursday, May 31, 2018 4:28 PM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

I agree with the points in the " POSITION STATEMENT from the Ventura County Hangar Owners and Tenants Association, dated May 17, 2018".
A great deal of time and expert research has been invested in collecting these points for consideration and clearly shows that many of the PROPOSES CHANGES in our current lease structure are not in the best interest of current hangar owners.

It was encouraging to see that the Ad-Hoc committee made some progress in finding useable common ground - only then to get derailed by a last minute addition of a controversial 'lease termination" conditions.

Perhaps if another Ad-Hoc Committee addressed this challenge - a more workable solution could be found. (With Ad-Hoc Committee members being selected on a more representative basis)

Please consider all of the varied input being provided. You have a lot of UNHAPPY CAMPERS speaking.

[redacted]

[redacted]

May 31, 2018

Attn: Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Subject: Proposed Hangar Lease Input
[redacted]

To Whom It May Concern,

I am a 40-year resident of Ventura County. I have owned and operated a successful business, [redacted] located in [redacted] for the past 35 years. My wife and I raised our seven children in Ventura County.

We purchased our T-Hangar at Camarillo Airport from a private party on December 10, 2016 for $40,000 to store and protect our Cessna 182 aircraft. We signed a "Privately Owned Aircraft Storage Hangar Lease Agreement" with the County of Ventura on December 21, 2016. We pay property tax to the County of Ventura on the assessed value of the hangar.

We are trying very hard to understand why the Ventura County Department of Airports believes it has the right to unilaterally impose a new 10-year lease that, at the end of the lease term, only offers us two options:

Option #1: We will be required to remove our hangar from the airport property. Where would we move an airport hangar to? Where would we store our aircraft?

Option #2: We will be required to transfer ownership of our hangar to the County of Ventura and receive NO COMPENSATION in return. This option utilizes the so-called concept of "Reversion". In other words, ownership of our hangar will "revert" to the County of Ventura free of charge. I call this concept CONFISCATION; the sort of thing that takes place in Venezuela.

Either option reduces our $40,000 investment to zero.

[redacted]

In addition to the reversion (aka confiscation) clause of the Proposed Lease agreement, we are also in opposition to the following clauses:

Clause 9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with a *reversion clause* other than a blatant confiscation of our private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must…"

The new lease should be a 30-year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

Clause 32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30-year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

Clause 11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY … REGULATION". That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material".

Clause 5) **Progress Inspections** and Clause 8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee, but the correction was somehow overlooked in this version of the agreement.

Clause 7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

Clause 13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and hold

harmless the County" for almost everything. It goes on to say: "Lessee agrees to waive all rights of subrogation against the County for" almost everything. This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.
Clause 15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

Clause ??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Please feel free to contact me to discuss any of the issues related to the Proposed Lease Agreement.

Sincerely,

[redacted]

Copy:

Camarillo Airport Authority Members:
Supervisor Kelly Long
Supervisor John Zaragoza
Councilmember Mike Morgan
Councilmember Tony Trembley – City Representative
Bill Thomas – Public Member
Supervisor Peter Foy – Alternate Board of Supervisors Representative
Councilmember Kevin Kildee – Alternate City Representative
Mike Hodson – Alternate Public Member

Aviation Advisory Commission Members:
Adriana Van der Graaf, Chair
Maggie Bird, Vice-Chair
Gary Jacobs
Harvey Paskowitz
Mark Sandstrom
Steve Weiss
Bobby Williams
Jerry Miller

Bruce Hamous
James Flickinger

Ventura County Board of Supervisors:
Supervisor Steve Bennett
Supervisor Linda Parks
Supervisor Peter C. Foy

Rep. Julia Brownley, D-Westlake Village, Member House Panel on Aviation

RECEIVED
MAY 31 2018
Dept. of Airports

May 29, 2018

[redacted]

Dept. Of Airports
555 Airport Way, Ste. B
Camarillo, CA 93010
Re: Storage Hangar Lease Input

To Whom It May Concern:

This letter is to inform the Dept. of Airports my disapproval of the proposed new lease agreement with the provision of reversion of personal property to the county.

I am an original lease holder. The city of Camarillo, prior to county ownership, in order to obtain the airport from the federal government, required proof that a required population of aircraft be based at the airport, this included a combination of aircraft stored outside as well as hangered aircraft. The city invited the aviation community to place hangars at the airport to meet the needed criteria.

It was implied then that we were in the beginning stages of what would be a long term relationship. The month to month term was placed primarily for the protection that payments would be made on a timely basis by the tenants.

Your statement that implies the term change will insure tenant support is unrealistic. The fact we have a personal financial interest insures support. As an example when the county was faced with losing the control tower and asked us to increase operations to meet minimum requirements to keep the tower operational, we did so willingly.

Financially we support the airport thru our monthly payments (ground lease), property taxes and local business that is brought in by us and patronized.

The tiered term is unfair to owners. It should be looked at equally across the board to everyone. In the business world, a normal reversion type lease is 30 years regardless of property value placed on ground lease, which is presented prior to the investment. This gives the investor time to decide whether or not they want to invest their money and time in to the property.

Your current proposal of take or leave it gives no incentive for the current hangar owners to improve, maintain or promote the airport, thereby affecting the re sale value and the tax base in a negative manner.

It is sad that you are not promoting good will, but sour grapes to all that have been here faithfully for many years and had planned to be here for many more.

Although I am only one of many Hangar Owners here on the Camarillo Airport, I hope you will take this letter into consideration.

[redacted]

[redacted]

From: [redacted]
Sent: Saturday, June 02, 2018 12:44 PM
To: AirportInfo
Subject: Feedback on Proposed Hangar Lease
Attachments: HGR Lease Feedback.pdf

Dear Mr. McNamee,

I object in the strongest terms to your attempt to take our privately-owned hangars at the Camarillo and Oxnard airports. Without just compensation it is illegal, and the new proposed lease has no provision for compensation at the end of the lease.

You have gone a long way to destroy the good will of the aviation community here. I hope that you will come to understand that and, if changes need to be made, you will propose more reasonable ones.

I have attached a feedback form detailing other objections to the proposal.

Sincerely,

[redacted]

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and
32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY ... REGULATION". That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and

8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for almost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything. This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: Reversion to the County without just compensation is illegal.

[redacted]

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]_Hangar Number [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

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The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: _____

_____

_____

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted] ngar Numbe [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

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Additional comments or recommendations: See attached statement

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

Attachment to my Response (Objection) to the Ventura County Department of Airport request for feedback on the proposed Hanger tenant Ground Lease.

1. **The proposed agreement is completely unnecessary.** The adage, "If it ain't broke, don't fix it." applies. The existing lease has been working fine for 3+ decades and the change in administration personnel at the Department of Airports is not good reason to change what has worked.

Camarillo airport has long been considered one of the best airports in the country. This has been based on more than 30 years of cooperation, good will, and trust between the County and the pilots who call this airport home. It has become quite obvious, with the new administration, there is now distrust and anger. This does not have to continue, and peace can easily be restored. To start the process, I would suggest that there be a combined commission of hanger tenant representatives, and members of the Ventura. This commission take the time to meet and discuss options, reach an accord, and thereafter submit a joint statement with recommendations on a variety of topics which effect these participants, and the neighboring public. Such issues might include noise, auto traffic, airport access and security, storage, and other hanger lease issues. A spirit of bi-partisan cooperation is what is needed, not litigation between the parties.

2. **If the County feels it must push a new ground lease agreement** on it's tenants, then the terms must fairly reflect what has been expected by the landlord and tenant for more than 30 years. When I purchased my 50 year old tin shed for $40,000 about 6 years ago, I was concerned that I was making a substantial payment on a rusty old shed for the privilege of being in the wonderful environment at CMA. I am an attorney, and read the license agreement carefully, including the provision relating to a month to month tenancy. This disturbed me, since it suggested that the Airport Dept could evict me on only 30 days notice. Before I signed the check to the hanger seller, I spoke to staff at the Airport department, who I recall were [redacted]. Each of these Airport representatives assured me that it was the long standing Airport policy to automatically renew the monthly license agreement, and that no one would be refused renewal who was in compliance with the rules and had paid the rent. I relied on these statements, and relied on the practice, conduct and custom of the County to extend these leases month after month, year after year. Based on such assurances that there would be no material change in the lease, I entered into the purchase, and obtained the County's blessing on the transfer of the lease/license to me. Many other hanger owners have told me that they also relied on similar statements and airport history before signing on as an airport tenant. The lease does not contain an integration clause, thus making such verbal statements, and past practice to be admissible to show the intentions of the parties when the license was signed and approved.

Moreover, under the legal principles of waiver and estoppel, the County may not unilaterally change the terms so as to cause a forfeiture by it's tenants.

3. **The proposed lease is discriminatory.** Now the County apparently is moving on a new path, imposing a discriminatory rental lease-term scheme, with some current tenants being offered a 10 year lease, while others would receive a 20 year lease offer. People are people, and hanger owners all own aircraft which they wish to protect. With the exception of rent charged to these various tenants, **there is no reason to offer different lease terms**, and this kind of thinking will only spawn resentment and litigation, since the shorter lease terms will directly result in the hangers for owners with a 10 year lease becoming virtually unmarketable. Many of these "little hanger owners" who would suffer catastrophic loss of their investments, are retired pilots and veterans, living on fixed incomes, who have protected the interests of CMA when the airport was under attack from the FAA. These people are the soul of this airport.

4. **The County has no meritorious reason to cause such damage to it's tenants.** Let me re-emphasize that without a reason to change course, the course should not be changed. I had a recent email discussion with Jorge Rubio from the Dept, who indicated that the Dept had no plans to redevelop the land where the hangers currently sit. Without a reason, what basis can the County have to destroy the property value of the tenants? Many call this a "land grab," but I would hope the Airport administration would treat it's own in such a manner. Nonetheless, the current proposal is pushing the tenants toward legal action. The County will bear legal costs, and will also suffer a loss of tax revenue as the value of hangers will plummet overnight since they have minimal sale value. Many owners have already used the "chilling effect" of the new lease proposal to seek major reductions in assessed valuations of their hangers. Please consider that if the leases are short, the hangers will not be salable. If the hanger cannot be sold or rented, what value will it have? The effect of this would be to reduce the property taxes which will be collected by the County. Everyone loses on this proposal, which is completely devoid of any legitimate purpose.

5. If the County must change the lease for some *undisclosed* reason, then I suggest a "grandfather" clause be included in the new lease, which provides that the current owners may sell their hangers, subject to a possible County right of first refusal at fair market value, with the next owner being offered at least a 20 year lease, with a rental escalation clause based on an index accepted by all, such as the Consumer Price Index. Other terms, would include penalties for late rent, and similar default provisions to protect the County. That would define terms for all, without causing a catastrophic loss to anyone. This is a smart solution, economically and politically, because the value of hangers will increase, instead of being destroyed.

Lawyers are waiting in the wings to take on the Department of Airport if it pursues the current course without compromise. In my view, this is a waste of County resources, and an insult to the voters and taxpayers in Ventura County.

The tenants and the Airport have an impressive history of working together and prospering together, and I strongly encourage the Department to return to the drawing board with the joint efforts of the Hanger owner representatives. I believe a spirited discussion with a desire to work together will bring this chapter to a good ending.

[redacted]

June 2, 2018

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future. The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must..."

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: _____

_____

_____

_____

_____

[redacted]

From: [redacted]
Sent: Sunday, June 03, 2018 4:36 PM
To: AirportInfo
Subject: Storage Hangar Lease Input
Attachments: Analysis & Comments re Lease Reversion at VC Airports 6-3-18.pdf

June 3, 2018

Board of Supervisors
County Government Center
800 South Victoria Avenue
Ventura, CA 93009

Via E-Mail

RE: Ventura County Airports – Analysis of Proposed Lease Changes

Dear Board Member,

The Ventura County Department of Airports has recommended a new ground lease for the privately-owned hangars at the Camarillo and Oxnard airports. This new lease includes a reversion clause, which means that at the end of the lease period, the privately-owned hangars will revert to County ownership. These hangars were originally built with private funds, and for over thirty years have remained the personal (and taxable) property of the legal owners. I am one of the private hangar owners at Camarillo Airport and I strongly object to the proposed changes.

The Department of Airports recently circulated a document entitled Summary of Policies and Staff Recommendation for Privately Owned Storage Hangars which outlines their justifications to the proposed lease changes. This document is riddled with inaccuracies, misstatements of fact and disingenuous omissions and as such should not be used by the Airport Advisory Commission and the Board of Supervisors as supporting documentation for a determination of policy.

Enclosed with this letter is an analysis that I have prepared which thoroughly details the flaws and inaccuracies in the Department of Airports Summary. I request that the Supervisors review this document and use it to carefully scrutinize the claims and assertions made by the Department of Airports to support their recommendations.

While my analysis is limited to rebutting the justifications cited by the Department of Airports in their policy recommendations, there is also a legitimate question as to whether legal authority exists for the

Department of Airports to terminate the existing ground leases and force the private hangar owners to sign new leases with reversion clauses. That question will likely come before the Airport Advisory Commission and the Board of Supervisors soon.

If you have any questions, please feel free to contact me. I will be attending the upcoming meetings of the Airport Advisory Commission and the Board of Supervisors and will be addressing my concerns during the opportunities for public comment.

Thank you very much for your time and consideration.

Respectfully,

[redacted]

Cc: Ventura County Airport Advisory Commission
Ventura County Department of Airports
Ventura County Hangar Owners & Tenants Association

Analysis & Comments Regarding Proposed Lease Reversion at the Ventura County Airports

Respectfully submitted to the:

Ventura County Board of Supervisors

Ventura County Airport Advisory Commission

Ventura County Department of Airports

Ventura County Hangar Owners & Tenants Association

By

[redacted]

Private Hanger Owner

[redacted]

June 3, 2018

Executive Summary

Approximately 220 small, single-aircraft hangars were built in the late 70's and early 80's at the Camarillo and Oxnard airports. Due to a lack of public funds, the hangars were built with private funds and administered under a month-to-month ground lease, whereby the County leased the ground site and the hangar remained the personal property of the builder/owner. This arrangement exists to the present day. In addition to the ground lease, hangar owners pay Ventura County property taxes based on both the assessed value of the personal property (known as the leasehold improvements) and the assessed leasehold value of the underlying County-owned land. When a hangar is sold, the hangar and grounds are re-assessed, and the new private owner pays property taxes based on the current market value.

The staff of the Ventura County Department of Airports (the "DOA") stated as recently as November 2016 that there was "no compelling reason to change the conditions of the lease."[i] Yet, in June of 2017, the DOA circulated a new draft lease with significant changes to the rules and regulations, but no changes regarding the month-to-month lease term. The DOA conducted a town hall meeting on August 17, 2017 where the private hangar owners expressed near-unanimous objections to the proposed changes, (which included new use restrictions that far exceed FAA regulations and the addition of a "first right of refusal" to the lease that obligated a hangar owner to sell their hangar to the County before offering it for sale to the public.)

In September 2017, the DOA contracted with CommuniQuest, a private mediation firm that specializes in airport-related issues. CommuniQuest formed a Lease Update Committee comprised of hangar owners and stakeholders from the Camarillo and Oxnard airports along with DOA staff. The Lease Update Committee made substantial progress in resolving many of the disputed issues, but near the end of the last scheduled meeting, the DOA unilaterally announced that the new lease would be changed to a multi-year term with reversion, so that at the end of the lease term the private hangars would be transferred to County ownership. This last-minute change of terms was rejected by the Lease Update Committee members. The current draft lease is neither approved nor recommended by the Lease Update Committee.

On May 9, 2018, the DOA circulated a document entitled "Summary of Policies and Staff Recommendations for Privately Owned Storage Hangars."[ii] The Summary purports to justify the DOA's new position but is undermined by self-contradictions, misstatements of fact and erroneous conclusions, all of which are clearly shown by a careful analysis of the document.

In sum, the DOA has failed to show that the private hangar leasing policies at the Ventura County airports need to be substantially revised. They have failed to show any FAA requirement or recommendation that the existing hangar leases be terminated and replaced. They have failed to show that "industry best practices" support changes to the month-to-month leases to include longer terms with reversion or that such changes are applicable to non-commercial ground lease tenants. They have failed to provide even one example of another airport that has converted non-commercial month-to-month leases to term leases with reversion. Most importantly, the DOA has failed to advance a rationale that justifies the unprecedented and radical action they recommend

of stripping the private hangar owners of their legitimate ownership interest without due process and without just compensation.

The Supervisors of Ventura County have a fiduciary responsibility to the County's taxpayers and property owners to represent their constituents fairly and impartially, especially so when individual property rights and financial interests are threatened by the actions of government. Accordingly, the Airport Advisory Commission and the Ventura County Board of Supervisors should decline to take any action regarding modifications to the existing leases and instruct the DOA to resume good-faith negotiations with the private hangar owners.

Introduction

> "The Lease/License Agreement for Private Hangars has stood the test of time and fulfilled the purpose of providing access to the County's airports to local pilots to store and operate their aircraft. It is staff's opinion that there is no compelling reason to change the conditions of the lease. It will make it more difficult for local pilots to access the airport, and erode the stability in ensuring compliance with federal, state and local laws and regulations."[iii]

These are the words of Todd McNamee, the Director of Airports, in a memo to the Ventura County Airport Advisory Commission dated November 7, 2016. Just a few months later, in June 2017, the Ventura County Department of Airports (the "DOA") would circulate a new draft lease that contained significant changes. What circumstances changed to cause the DOA to contradict their previous position? The likely answer is the announcement in January 2017 that the Santa Monica City Council had reached an agreement with the FAA to close Santa Monica Airport.[iv] While Santa Monica Airport will not be closing until 2028, the reduction in runway length and the forced eviction of the two onsite FBO's may increase the demand for aircraft storage and services at other Southern California airports, at least in the short term. Accordingly, the Ventura County airports stand to benefit financially from the closure and this potential financial gain appears to be a significant factor in the DOA's policy recommendations. The DOA has recently begun development of approximately 120 new hangars at KCMA and apparently intends to offer them to the public only as month-to-month rental units with the County retaining ownership.

The DOA has also been actively trying to purchase the existing privately-owned hangars for several years, which has caused considerable controversy. The Camarillo Airport Hangar Owners Association (now known as the Ventura County Hangar Owners and Tenants Association or "VCHOTA") has accused the DOA of intentionally trying to reduce the market value of the privately-owned hangars through the adoption of unreasonable restrictions that far exceed the FAA regulations for aeronautical uses of the hangars, thereby forcing the hangar owners into "distress sales" to the County.[v] The DOA has denied that this was their intention.

The DOA's newly-proposed plan to force the conversion of the existing month-to-month ground leases to term leases with reversion flatly contradicts their previous denials and shows that their goal all along has been to take over ownership of the private hangars at the Camarillo and Oxnard airports. The difference now is that the DOA has abandoned the pretense of wanting to buy the hangars and has instead produced a set of spurious justifications in their effort to force the hangar owners to relinquish their legitimate ownership rights. Their arguments are a mishmash of after-the-fact rationalizations to a predetermined and poorly considered policy designed solely to garner the perfunctory approval of the Airport Advisory Commission and the Board of Supervisors. The DOA's justifications do not stand up to scrutiny, which will be shown in detail herein.

Much has been spoken and written in the press and elsewhere regarding allegations of bad-faith on the part of the DOA, arising from their past statements to the airport tenants and VCHOTA as well as their recent actions to torpedo the negotiations of the Lease Update Committee. It is left to the reader to judge the actions of the DOA after reviewing this analysis. It is clear, however,

that there is no legitimate ***public*** interest or policy that is served by forcing a County takeover of the private hangars. The DOA's actions are solely for their own financial benefit at the expense of the private hangar owners, many of whom are military and combat veterans who have served our Nation with distinction and gone on to have pioneering and distinguished careers in aviation. The private hangar owners made significant investments in the Camarillo and Oxnard airports at a time when County government was unable to do so, under provisions that preserved the private property rights to their hangars, provisions which are binding to this day. They are not profiting from their hangars, but rather use them to store their personal airplanes, restore vintage and historical aircraft and build experimental airplanes, all of which support and promote the airports, and which are in the best traditions of American aviation.

DOA Justifications for Reversion

The DOA circulated a document on May 9, 2018 entitled Summary of Policies and Staff Recommendation for Privately Owned Storage Hangars[vi] (the "DOA Summary") which outlines the DOA staff recommendations and provides supporting conclusions and references. The DOA Summary organizes the justifications into the following broad areas:

- Lease Policy History
- FAA Grant Assurances
- FAA Lease Policy
- Industry Best Practices
- Other Sources

Lease Policy History

The DOA Summary refers to phone conversions from March of 2018 with [redacted] both former airport administrators, claiming that the intent of airport administration in the 1970's was not to create a perpetual lease with no reversion, despite the indisputable fact that the leases created at that time were perpetual leases with no reversion. This type of parol evidence is generally not admissible in U.S. courts of law[vii], but there is no need to consider this because in October 1985, the Ventura County Board of Supervisors re-affirmed the policy of private hangar ownership with month-to-month leases with no reversion, at the recommendation of the DOA (then known as the County of Ventura Aviation Dept.)[viii] The staff's recommendation reads as follows:

> "Therefore, staff is asking your Board to adopt a revised policy, as recommended by all advisory bodies, which will allow <u>the sale of private hangars to willing buyers</u>, subject to the buyer's ability, as determined by the Airports Administrator, to enter into a new license agreement and to comply with the terms and conditions set forth therein." (underline in original text)

Accordingly, the following language was contained in the 1985 Policy Statement Aircraft Storage Hangars:[ix]

> "Licensee may offer, and subsequently sell, that aircraft storage hangar identified on the license agreement of record to a willing buyer determined by the Airports Administrator to be an eligible applicant in terms of ability to enter into and comply with all provisions of the license agreement." (underline in original text)

This information was not included in the DOA Summary, which is an astonishing omission. In neglecting to include this information, the DOA promotes the false impression that the use of month-to-month leases was an historical accident, rather than a deliberate policy decision made at the time by the Board of Supervisors at the request of, and with the recommendation of the Department of Aviation and the Airports Administrator.

The DOA also refers to a 1987 Ventura County Grand Jury Report as supporting documentation, but the Grand Jury's recommendations do not make any reference to the existing privately-owned hangars, the month-to-month leases or the storage hangar policy in effect at the time. The Grand Jury report states:

> "The Board of Supervisors and those making recommendations to the Board should consider public ownership of all **future** aircraft storage Hangars at County Airports..." (emphasis added)

Here is the DOA's misrepresentation of that statement:

> "1987 Ventura County Grand Jury Report recommends that the Board of Supervisors consider having all storage hangars on the airports be owned by the County."

For more than 30 years, the DOA, the Airport Advisory Commission and Board of Supervisors have declined to make anything more than minor changes to the month-to-month leases. During this time, numerous privately-owned hangars have been bought and sold and the success and legitimacy of the existing lease practices has been publicly acknowledged by the DOA. Nothing in this history provides any justification for the changes to the month-to-month leases that are now proposed.

FAA Grant Assurances

The DOA Summary references several FAA Grant Assurances and then provides a short explanation that purports to support the DOA's position. In nearly every case, the justifications cited by the DOA are not contained within the plain language or meaning of the Grant Assurances. For example:

FAA Grant Assurance 22 Economic Nondiscrimination – Here is the complete statement of the Grant Assurance language partially quoted in the DOA Summary:

> "It (the sponsor) will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical

activities, including commercial aeronautical activities offering services to the public at the airport.

Here is the DOA's interpretation of that statement:

> "This supports varying terms on leases based on level of investment, and that the airport is able to, and should dictate the terms of the lease."

There is no language in FAA Grant Assurance 22 that addresses levels of investment, leasing policy or the DOA's authority. The DOA's justification is wholly fabricated and completely without contextual reference to the quoted section. This pattern occurs repeatedly in the DOA Summary.

FAA Grant Assurance 24 Fee and Rental Structure – Here is the complete language of the Grant Assurance:

> "It (the sponsor) will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport."

Here is the DOA's interpretation of that statement:

> "FAA Grant Assurance 24 Fee and Rental Structure discusses how an airport will be self-sustaining. When reversion occurs, rental rates transition from ground lease rates to facility lease rates, thus generating more revenue for the airport."

There is no language in FAA Grant Assurance 24 that supports or endorses any type of lease provision or policy or provides justification for the DOA's proposals. The DOA's inference is unsupportable but their comment aptly illustrates their focus on revenue generation.

FAA Grant Assurance 25 Airport Revenues – Here is the actual language of the Grant Assurance that is referenced in the DOA Summary:

> "All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport."

Here is the DOA's interpretation of that statement:

> "FAA Grant Assurance 25 Airport Revenues in part states that all revenues generated at the airport shall remain on the airport and be reinvested into the airport for its maintenance and development. The ability for private hangar owners to sell hangars without the County also benefitting could be viewed by the FAA as revenue diversion. Subleasing hangars in competition with the County's renting of hangars could also be seen as revenue diversion, and is certainly a commercial activity that is prohibited in storage hangars. Rent from County hangars, remains on the airports and is reinvested in the airports. Rent from subleasing private hangars leaves the airport and only benefits the hangar owner."

There is no mention in any of the Grant Assurances of "revenue diversion", which is defined in the FAA Compliance Manual as "the use of airport revenue for purposes other than airport capital or operating costs or the costs of other facilities owned or operated by the sponsor and directly and substantially related to air transportation."[x] The FAA Compliance Manual lists several different types of revenue diversions, such as:

- Using airport revenue for general economic development
- Using airport revenue for marketing and promotion costs unrelated to airport activities
- Loans of airport funds to state or local agencies at less than prevailing interest rates
- Direct subsidies of air carrier operations

None of the revenue diversions mentioned in the FAA Compliance Manual have any bearing on airport hangar leasing practices. The purpose of the rule is to prevent airport funds from being misdirected by state and local governments. The DOA's conjecture that the sale of private hangers "could" be a revenue diversion is an invented rationale that has no factual basis in FAA policies, rules or regulations.

In addition, the lengthy discussion of the subleasing of privately owned hangars is an irrelevant red herring, as subleasing is not allowed under the current month-to-month ground lease. While the DOA claims that some hangar owners are subleasing their hangars in violation of the ground lease, they acknowledge that the vast majority of hangar owners are compliant. The issues that have been raised by the hangar owners regarding subleasing are to allow hangar owners to house a *second* airplane in those hangars that can accommodate two airplanes and to allow a hangar owner to build an experimental or kit airplane in their hangar alongside their airworthy aircraft.

FAA Grant Assurance 29 Airport Layout Plan – Here is the pertinent language from the Grant Assurance that is referenced in the DOA Summary:

> "It (the sponsor) will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport."

Here is the DOA's interpretation of these statements:

> "FAA Grant Assurance 29 Airport Layout Plan establishes control of the airport for the sponsor to develop the airport to best meet the needs of the local market. This includes relocation of facilities as needed."

The DOA's pattern of making up justifications that are completely unrelated to the plain language of the Grant Assurances is further evident. There is no language in Grant Assurance 29 that addresses the sponsor's "control of the airport" or mentions "the needs of the local market." This Grant Assurance specifies the requirement that an Airport Layout Plan must be filed with the FAA and that such plan must be approved by the Secretary of Transportation or their designee. The Grant Assurance further specifies that any changes in the Airport Layout or relocation of facilities that are not approved by the Secretary of Transportation must be rectified at the airport's expense.

As in the previous Grant Assurances referenced in the DOA Summary, nothing in the plain language or meaning of this Grant Assurance provides any justification for the changes to the private hangar leases that the DOA is proposing.

FAA Grant Assurance 38 Hangar Construction – Here is the actual language of the Grant Assurance that is referenced in the DOA Summary:

> "If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport

owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose."

Here is the DOA's interpretation of that statement:

> "FAA Grant Assurance 38 Hangar Construction specifically states that an individual constructing a hangar on the airport should be offered a long term lease to amortize their investment."

The DOA's interpretation may seem similar, but it should be noted that the Grant Assurance language does not specify which type of long term lease should be offered, whether a ground lease only or a lease on the ground and hangar. The Grant Assurance does not draw a distinction between commercial uses of a hangar, such as aircraft storage for a flight school and non-commercial uses such as aircraft storage for private individuals. Finally, there is nothing in this Grant Assurance that addresses amortization, or which provides justification for a lease with a reversion clause.

FAA Lease Policy

On January 16, 2018 the DOA received a letter from [redacted] of the FAA Office of Airport Compliance and Management Analysis (the "FAA Letter".)[xi] This letter was in response to an inquiry made by County Counsel seeking feedback on the proposed changes to the month-to-month lease. The FAA Letter addresses several issues raised by the County Counsel regarding the draft lease agreement, but it appears that the comments are specifically addressed to the draft lease from August 2017. The FAA Letter does not address the May 2018 draft lease which contains the reversion clause, a fact which the DOA neglects to mention in the DOA Summary.

Here are the comments from the FAA Letter that pertain to issues in the August 2017 draft lease:

> "FAA's interest in a lease is confined to the lease's impact on the sponsor's federal obligations. FAA does not approve leases nor does it endorse or become a party to tenant lease agreements."
>
> "The requirement to move or remove a permanent hangar upon 60-days notice from the County for any reason is an unreasonable term and condition. This is especially true if the costs of relocation are to be incurred solely by the hangar user."
>
> "A month-to-month term is not uncommon, but it must be related to the type of hangar in question, and take into account related variable such as type of use, level of investment, previous leasing practices and other variables. In other words, a month-to-month term is not necessarily reasonable in all circumstances."

Here is the DOA's interpretation of these statements:

> "January 9, 2018 FAA Letter mentions current practices of relocating a hangar "for any reason" or with "60 days notice" as potentially unreasonable terms. This is the very nature of month-to-month leases where either party can terminate the lease without cause with 30 or 60 day notice. The FAA letter further discusses that month-to-month leases are NOT the proper vehicle for every type of hangar, specifically if there is investment by an individual or private entity to construct/install a hangar."

The language "***specifically if there is investment by an individual or private entity to construct/install a hangar***" is not present in the FAA Letter and the DOA's addition of such language, especially the word "specifically" is misleading. Further, the DOA's other statements regarding the FAA letter are demonstrably untrue. Relocating a hangar with 60-days notice is not "the very nature of month-to-month leases" and is not "current practice." There have never been any provisions in the month-to-month leases going back more than 30 years that mention either 60-days notice or the relocation of hangars. This language was added to the May 2018 draft lease as part of the reversion terms.

In addition, the DOA Summary states in several different places that the proposed lease provisions are warranted because they are "consistent with FAA leasing policy," inferring that the proposed lease is endorsed or recommended by the FAA and that the existing month-to-month leases are not. In fact, it is equally true that the existing month-to-month leases are "consistent with FAA leasing policy" as FAA's policy, as clearly expressed in the FAA Letter and other FAA sources, states that they do not endorse or approve individual leases. The DOA's use of the FAA Letter to justify their proposed lease revisions is unfounded and improper.

Industry Best Practices

The DOA claims that converting the existing month-to-month leases to a long-term lease with a reversion clause is justified as an "industry best practice" and cites the FAA Compliance Manual and the Airport Cooperative Research Program (ACRP) Guidebook for Developing and Leasing Airport Property[xii] to bolster this claim. In each case, however, the "industry best practice" either specifically refers to a commercial lease or fails to make a distinction between a commercial lease and a non-commercial lease. While long-term leases with reversion are a standard feature of commercial leases, they are virtually non-existent in leases for non-commercial, privately owned and privately developed hangars.

The DOA cites other leases in its discussion of leasing policy, such as the lease at San Luis Obispo County airport, but then incorrectly claims that their lease is an extended commercial lease with revision. In fact, the San Luis Obispo County Airport leases a large hangar complex to the San Luis Obispo County Hangar Owners Association (the "Association,") a group of private hangar owners, and that lease preserves the property rights of the individual hangar owners. Here is the relevant language from that lease:

> "At the Expiration Date or earlier termination of this Lease, all alterations, modifications, or improvements upon the Leasehold Area that are or have been made by Association

shall, absent any agreement between the County and Association to the contrary, be the property of Association."[xiii]

In 2015, the San Luis Obispo County Airport renewed the Association's lease for a second 30-year term, an action that is also consistent with FAA leasing policy.

The DOA also cites Sonoma Airport, but notes that their lease is month-to-month and that the airport gets a percentage of the sale revenue of the privately-owned hangars. Neither of these examples support the DOA's claims regarding "industry best practice," not do they offer justification for the proposed lease changes.

In order to obtain additional information regarding best practices, the DOA commissioned a report from Aeroplex Group Partners, an aviation lease management and consulting firm. In a document dated September 18, 2017 and entitled Tenant Notice Soliciting Interest to Participate in Process to Update Storage Hangar Leases[xiv], the DOA announced:

> "The DOA has also engaged Aeroplex Group Partners, LLC to provide a report of best practices and standards related to airport leasing practices, at airports similar to Ventura County."

Their report, entitled Policy Review – Private Aircraft Storage Hangar Agreements[xv] (the "Aeroplex Report") is an 18-page document that consists primarily of a boilerplate recitation of existing FAA guidance derived from the FAA Compliance Manual and the Airport Cooperative Research Program (ACRP) Guidebooks. Also contained in the Aeroplex Report is a sales pitch for Master Lease management (a service that they provide to Van Nuys Airport) and finally, a few conditional recommendations, including the curious suggestion that the DOA form a "Ventura County Airport Tenant Association". Apparently, Aeroplex is unaware of the existence of VCHOTA, which raises questions regarding their knowledge and preparation. In any case, here is the actual text of the report that addresses the proposed lease provisions:

> "Ventura County lease and rental agreements, including those for privately owned aircraft storage hangars, should have provisions that require buildings to revert to the County's ownership upon lease termination/expiration, or after a reasonable term."
>
> "Ventura County could consider enhancing the existing 30-day term for privately owned aircraft storage hangars, with a provision that the County would permit and maintain the same use and owner for an additional Five (5) years, after which time the agreement could be terminated without cause.
>
> "Ventura County may also consider a tiered term for privately owned aircraft storage hangars, wherein newer hangars, or those hangars, less than 20 years old, where the owners demonstrate permitted capital investment improvements have been made since they were constructed or assembled, enhancing the value of the structures, and thus meriting some additional amortization period. This would provide a reasonable standard for categorizing differences between older and newer hangars, or those who's condition is more current to code, etc. In all cases, any term agreement should have a reversionary

> clause where the ownership of the structure would revert to the County, but still permit the owner the opportunity to continue to occupy the unit, paying a rent that reflects building and land costs."

Given the devastating consequences for the private hangar owners which would result from the implementation of these recommendations, it is expected that a professional consultancy would provide extensive and convincing evidence to support their conclusions, but the Aeroplex Report offers none. To be clear, there is no explanation, substantiation or discussion whatsoever of the basis of their conclusions or recommendations. The report simply restates the position of the DOA, nearly word for word. In addition, there is no mention in the Aeroplex Report of standards, best practices or leasing policy at any other airports, not even airports where Aeroplex is contracted to provide services. It seems apparent that Aeroplex was unable to find any examples of practices at other airports that could offer support for their recommendations or the DOA's proposed lease changes.

Other Sources

The DOA Summary makes several other vague and dubious claims in support of their recommendations. The DOA claims that the original T-hangars and Box hangars are "unpermitted" without offering evidence or explanation as to what that means or why it is relevant. Whatever their reasoning, it strains credulity for the DOA to claim these hangars, which were constructed under DOA supervision and which have been subject to regular, annual inspections, somehow lack some type of meaningful authorization.

Further, the DOA seems to claim, again without evidence, that some of the privately-owned hangars have reached the end of their useful life, or will within the next few years. Given the mild California climate and the fact that the hangars 10 miles away at Santa Paula Airport have been in constant use since the 1930's, it's difficult to give any credence to this claim. Indeed, by all appearances the privately-owned hangars are better maintained and in better overall condition than those owned and rented by the County which were built around the same time. Properly maintained, these hangars will last for generations to come.

The DOA also makes questionable statements regarding the hangar owners themselves, which require rebuttal. The DOA Summary states:

> "While some tenants have claimed that the County's proposed lease terms disregard the resale value of their hangars, these tenants appear to have difficulty separating the value of their hangar from the value of the County-owned land on a popular airport, on which the hangar sits. The County owns the land, therefore it would not be appropriate for the County to pay the tenants for something the County already owns."

While it is true that the proposed lease terms disregard the resale value of the privately-owned hangars, the hangar owners are, in fact, very well informed as to the market value of their hangars, not least because of the actions of the DOA. For reasons that have never been adequately explained, in October 2016, the DOA commissioned an appraisal of the market value

of the privately-owned hangars from [redacted] an independent appraiser not employed or affiliated with the County. From the appraisal[xvi]:

> "While many hangars at both airports are privately owned, the land on which they sit is not. The Department of Airports owns the land and leases to the hangar owner an area equal to the hangar footprint. The analysis, therefore, addresses the market value of the leasehold estate in the land and the fee simple estate in the structures (hangars). The fee simple interest in the land was not addressed in this appraisal…the leasehold values were considered zero as the contract land rent enumerated in the various ground leases was determined to be sufficiently similar to the market rental value…"

In addition to comparison data from recent hangar sales and listings, the Ventura County Assessor helpfully breaks out the taxable value of the leasehold improvements (the hangars) from the taxable value of the land in the annual Joint Consolidated Tax Bill that is sent to all hangar owners. For recent sales, the assessed value of the land and the improvements closely correspond with the market value. For these reasons, the DOA's contention is both false and condescending and is emblematic of the disdain shown by the DOA for the private hangar owners and the lack of concern for their property rights and legitimate financial interests. The private hangar owners are longtime airport stakeholders and deserve to be treated with respect.

Conclusion

The DOA's recommendations and proposals are radical and unprecedented. The rationale that they offer for such actions, as expressed in the DOA Summary, has been shown on close inspection to be insufficient, unconvincing and at times, mendacious. To recap:

- The DOA has tried to show that the leasing history of the Ventura County airports and the history of County government actions support their proposals. They have failed to do so.

- The DOA has tried to show that the FAA Grant Assurances support their proposals for the lease changes or mandate their previous proposals for additional restrictive regulations. They have failed to do so.

- The DOA has claimed that their proposals have been endorsed or approved by the FAA and implied that the existing leases are not. This has been shown to be false.

- The DOA and their private consultants have tried to demonstrate that "industry best practices" and the leasing practices at other airports support their proposals. They have failed to do so.

The DOA's failure to produce convincing and substantiated evidence to support their radical proposals is a grave concern to the private hangar owners and should give pause to the County government officials who are charged with making decisions based on the DOA's

representations. It is hoped that these officials will carefully consider the information presented in this analysis and refrain from an uncritical acceptance of the DOA's arguments and recommendations.

Further, it is respectfully requested that the DOA be directed to resume good-faith negotiations with VCHOTA and the other stakeholders to work toward a fair resolution that meets the needs of all parties and puts the Ventura County airports on a strong and stable path forward.

Endnotes

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[i] Airport Advisory Commission Policy Discussion – Private Hangar License Agreement 11/7/2016

[ii] http://vcportal.ventura.org/AIRPORTS/docs/document_library/Summary%20of%20Staff%20Position%20on%20Privately%20Owned%20Storage%20Hangars%205-10-18.pdf

[iii] Airport Advisory Commission Policy Discussion – Private Hangar License Agreement 11/7/2016

[iv] http://www.latimes.com/local/lanow/la-me-santa-monica-airport-20170128-story.html

[v] https://www.vcstar.com/story/news/2017/07/20/pilots-managers-facing-off-over-control-camarillo-airport-hangars/469296001/

[vi] http://vcportal.ventura.org/AIRPORTS/docs/document_library/Summary%20of%20Staff%20Position%20on%20Privately%20Owned%20Storage%20Hangars%205-10-18.pdf

[vii] Parol Evidence Rule https://www.law.cornell.edu/ucc/2/2-202

[viii] Letter to Ventura County Board of Supervisors from James G. O'Neill, Airports Administrator – October 15, 1985

[ix] County of Ventura – Policy Statement Aircraft Storage Hangars – Revised 10/15/85

[x] https://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/

[xi] Letter from Lorraine Herson-Jones to Thomas Temple, January 16, 2018

[xii] ACRP Report 47 http://www.trb.org/Publications/Blurbs/164688.aspx

[xiii] Lease Agreement San Luis Obispo County Airport Lease Site "P"
By and Between County of San Luis Obispo and San Luis Obispo County Airport Hangar Owners Association, A California Nonprofit Corporation - 2015

[xiv] http://vcportal.ventura.org/AIRPORTS/docs/document_library/Tentant%20Notice%20-%20Solicit%20Interest%20Lease%20Update%20Committee%209-18-17.pdf

[xv] http://vcportal.ventura.org/AIRPORTS/docs/document_library/Ventura%20County%20Policy%20Review-%20Implementation%20of%20a%20Privately%20Owned%20Aircraft%20Storage%20Agreement%202-12-18.pdf

[xvi] https://vcportal.ventura.org/AIRPORTS/docs/Hgr_Analysis_16.pdf

[redacted]

. rom: [redacted]
Sent: Sunday, June 03, 2018 7:41 PM
To: [redacted]
Cc:
Subject: Input Letter Opposing DOA Proposed Storage Hanger Lease
Attachments: Airport Response Input Letter.docx

All, please read the attached document. The Ventura County Department of Airports proposed hanger lease has potential catastrophic financial implications which will effect all hanger owners and demands your full attention.

Supervisors Long and Foy, I sat behind you and spoke with you both at the first "Town Hall Meeting." I was one of the last persons to speak at the Town Hall and mentioned how the DOA has negatively changed the "Good Vibe" that we have always enjoyed at Camarillo Airport.

Sincerely,

[redacted]

To Whom It May Concern:

Before I begin registering my disagreement with the proposed lease agreement, I'd be remiss if I didn't mention that what I am about to say will be ignored by the Department of Airports as they have ignored everything that everyone involved has previously recommended. This has been a pattern for years and has been most recently evidenced by the DOA ignoring the recommendations from the ADHOC committee that they funded. This is why the Board of Supervisors must get involved!

That being said, I would strongly encourage you to put yourself in my shoes and see this absolutely financially devastating proposed lease through my eyes. I am a Veteran and a current Federal Law Enforcement Agent nearing retirement. I have served this country domestically and internationally and have put my life at risk for this country countless time. I have two girls, one in college and one in high school.

When I purchased my hanger, it was a very large investment. I have paid property taxes in the tens of thousands of dollars on my hanger. The Assessors office and the Tax Collector definitely believe I own this property. How on earth can the DOA step in, against the wishes of myself (and all hanger owners) and confiscate property that I have invested over $130,000 in? This is illegal, unnecessary and makes no sense as it creates a hostile relationship between the DOA and the pilots/hangowners who make up the airport community. It also causes a catastrophic financial loss! Quite frankly I am amazed that I have to write this letter and attend meetings in order to retain property that I legally purchased and pay and have paid property taxes on.

To make matter much worse, over the past several years the value of my hanger has declined significantly. With the future closure of Santa Monica Airport, the exact opposite should be occurring. Values should be rising! Sadly, the decline has been in direct response to uncertainty in the hanger market brought about by the actions of the DOA. I ask, "Who has my back?" Shouldn't someone in County Government be working on my behalf? How have we gotten to the point where my property has declined in value so much, due the actions of the DOA, that no one from the Board has taken affirmative actions to restrain the DOA? As previously stated, I've paid tens of thousands of dollars in property taxes. My strong expectation is that the County Government should respect and protect my investment and not confiscate it.

Getting back to my daughters. My plan has been to sell half of my hanger to another aircraft owner to help pay for my youngest daughters college education. Board Members, please tell me how I explain to my daughter (and wife) that due to the unilateral actions of the DOA, the bulk of her college fund has been confiscated?

Lastly, there are several hundred truly angry hanger owners and family members. We will pursue strong expert legal remedies if this matter is not resolved equitably.

Respectfully,

[redacted]

June 4, 2018

[redacted]

To: Ventura County Department of Airport
Attn: Storage Hangar Lease Input
555 Airport Way, Suite B
Camarillo CA 93010

To Whom It May Concern,

This letter is in response to your request entitled:
Tenant Notice – Request for Input from Tenants on Proposed Storage Hangar Leases, dated May 8, 2018.

I have been a Hangar Renter and a Private Hangar Owner at Oxnard Airport for over 42 years.
I reviewed the Ventura County's Department of Airports (DOA) "Draft Final Hangar Ground Lease" dated Rev. May 7th 2018.
In my opinion, the "Draft Final Lease" is pretty much **nothing** like what the volunteer AD-HOC Committee has been so diligently working on in concert with the DOA for the last several months. The DOA is attempting to facilitate what is called an **Inverse Condemnation** on all (approximately 220) Privately Own Hangars on Oxnard and Camarillo Airports. An **Inverse Condemnation** is when a government entity takes, seizes, or steals Private Property, but fails to pay compensation for that Property. Paying for Property is a requirement of the 5th amendment of the **U. S. Constitution** as well as, Article I, Section 19, of the **California State Constitution** which prevents a government entity from taking Private Property for public use without paying just compensation. If compensation is not made then the Property's Owner is forced to sue the entity to obtain the required just compensation. The "Draft Final Lease" also violates the **California's Due Process law**. Article 1, Section 2, states, "A person may not be deprived of life, liberty, or Property without due process of the law or denied equal protection under the law." This means that a Private Hangar Owner cannot be deprived of his/her rights to Property without proper legal proceedings taking place first, such as a trial.
The "Draft Final Lease" sets up several situations, where a Renter or Private Hangar Owner could easily fall into default on the "Draft Final Lease". In turn, Ventura County via the DOA could take, seizes, or steal Privately-Owned Property, including: hangar, airplane, car, and any other Personal Property on the airport). Some defaults are **without notice,** while others are **without proper time to remedy**.

Based on the fact that the "Draft Final Lease" is virtually a brand-new, unapproved, unendorsed document by the Ventura County Hangar Owners & Tenants Association. I recommend that the Ventura County Board of Supervisors vote to **totally disregard and scrap all of the proposed DOA's "Draft Final Leases"**, as the "Draft Final Leases" **do not** reflect what the AD-HOC Committee along with the DOA have been working on.

I have four alternate solutions for you:

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1. I know times are changing, but let's not forget that the status quo has been working fine for over 42 years. I, as an end user have always worked well with the DOA. Reading the published "Final Draft Lease" took my breath away. When I asked the management of the DOA, what caused this, why now? The only answer received was "we have our reasons". With that answer, I recommend Ventura County of Board Supervisors **Table** all pending Leases until all parties can become better communicators. For all parties, can only truly work together to solve common problems, when all parties are sincere, up front, honest, and have no hidden agendas.

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2. If the topic of transitioning Privately Own Hangars to Term Leases ever comes up again; I would recommendation the following:
    a. Ventura County needs to follow some type of written approved process, like updating the Airport Master Plan to include why the need to transition Privately Own Hangars at Oxnard and Camarillo Airports to Term Leases and how that would benefit the general public even though the general public can no longer freely access their own public airports.
    b. Get approved yearly budgets in place to start buying Private Hangars at fair market value when the Hangar's come up for sale.

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3. In the meantime, so you can see what a standard national airport Term Lease really looks like, I have enclosed a current Lease which I hold at Enid Woodring Regional, towered Airport in Enid, OK. Woodring is located just 70 short air miles north of the home of the FAA in Oklahoma City, OK. Woodring is a blend between Oxnard and Camarillo Airports. I recommend that you structure your next updated Leases to the one I have in Enid OK. I'm sure most Private Hangar Owner's would agree to a new Lease if it mirrored the Woodring Lease, which also meets and complies with FAA Grant Assurance policies. Highlights from the Woodring Lease are listed below:

    a. LESSEE has the majority of all rights, including the right to be on the airport
    b. Primary Lease is **20** years with **two 10-year** options
    c. LESSEE can **renew without NOTICE**
    d. There is **no revision clause** in the Lease
    e. LESSEE can **CANCEL** Lease once a year with a **90-day** written notice before the anniversary date
    f. Current Lease payment is **.09 cents** per square foot per **YEAR!**

g. LESSEE can store, repair, and maintain multiple aircraft in same hangar, **no restrictions on aircraft, tools or equipment**
h. No aircraft insurance required. Home owner's liability insurance will suffice
i. Airport not required to be named on liability insurance
j. Airport does **NOT** care how many cars are stored in hangar
k. LESSEE can do whatever they want in hangar, except sale fuel and maintain aircraft on a commercial basis
l. LESSEE has the right to re-assign lease or sublet hangar in whole or in part with written consent of Lessor
m. LESSEE has the right to **Construct** any buildings, even improvements like bathrooms
n. Lease continues for **30-days** after written notice of termination for cause
o. LESSEE has the right to **remove** any structure within **60 days** after the termination of the Lease.

[redacted]

[redacted]

June 4 , 2018

To;

Department of Airports / Airport authority

555 Airport Way

Camarillo, CA 93010

My opinion: Ventura County's "Lease to Steal" scam.

First off, thanks for the summary of policies dated May 9, 2018. It does, finally, give me an idea of the airports management misdirected view of why they want hangar owners to give the county our hangars.

I am a hangar owner on [redacted] since 2011. I use the airport and hangar as an extension of my business travels through multiple cities and states. I am proud to be a private hangar owner and part of the KOXR facility.

In reviewing the "Summary of Policy" (SP) I have several issues with the misrepresented nature of the document. I have read Master Plans for both airports CMA & OXR, Grand Jury Report relating to Ventura County Airports, FAA Airport Improvement Plan (AIP) documents, letters to and from current FAA counsel, Appraisal reports, Proposed, Current and past leases for Ventura County airports.

I have not found any document or text that suggests a requirement that all privately owned hangars somehow inhibit the operation of the airport operations or AIP grant approvals. The 30 year old Grand Jury report states "Increased county ownership of aircraft storage hangars is strongly "suggested" for better and greater control" and The County "should consider ownership of All Future aircraft storage hangars at county airports" NOT for improved airport operations or grant approvals as implied in the summary of policy.

In 1983 the County had a plan to start buying private owned hangars, but the plan failed because they were not willing to pay current market value for the

hangars. The same is true today. From the 2016 appraisal report, there were several hangars sold that were sold and could have been bought by the county for very little and would have completely returned the investment in less than 5 years, but the county did not buy them. It would have been a great business decision and it would have paralleled the Grand Jury's "suggestion" to increase county hangar ownership.

Since 2016 hangar prices have increased. In the last 12-18 months I know of at least 3 small hangars that have sold for $100,000. at OXR. The county did not offer to buy them or put a reversion/buy-back stipulation in the lease even though some of them had it in the prior lease. My conclusion has to be that the County is still not willing to pay market value for the hangars. "Staff" would rather develop a scheme to steal our private hangars rather than pay for them even though there is a surplus of money in the airport account to do so.

Summary of Policies Comments – May 9, 2018

1) Reading the Summary of Policy, paragraph 1 ; [redacted] implied that County of Ventura should not have a "perpetual" month to month lease and all private hangars must revert to the County over time. However there is nothing in the OXR or CMA Master Plan or the Grand Jury Report to support that claim. I would like to think "Staff" was only stating here-say and not facts.

2) Paragraph 2 ; An Ad-Hoc committee was formed in 2017 to help facilitate a new and updated lease for OXR and CMA. To my knowledge none of the suggestions from the Ad-Hoc, tenants, or hangar owners were incorporated into the new lease and the last minute "reversion" idea was never discussed. Currently hangar owners are under a "perpetual" month to month lease and history says that can not be changed since no eviction notices have been issued for removal of a hangar in recent history. From the Grand Jury Report – "the objective of this program is to promote orderly development of each facility (OXR & CMA) for the benefit of the citizens of Venture County". To my knowledge there is 250+ private hangar owners and 250 eviction notices would not be in the best interest of either airport.

3) Paragraph 3 - Recommendation ; There is <u>NO FAA</u> requirement that states there can be no private hangars on an airport to apply for or receive AIP grant funds. The claim that "Tenants appear to have

difficulty separating the value of their hangar from the value of the county owned land" Is completely untrue. All private hangar owners know they own only the building structure and not the land. Once a month we get a reminder in the form of a lease payment due.

4) **Paragraph 4 pg 1-2 "After reviewing these assurances, policies, etc----- "Staff" recommends reversion to the county. I also looked at all those documents. I did not come to the same conclusion. I can see no reason to alter current leases to include reversion of any type in a lease agreement. Besides, in late 2016, only 18 months ago, Todd McNamee stated, "The lease/ license agreement for private hangars has stood the test of time and fulfilled the purpose of providing access to the counties airports to local pilots to store and operate aircraft. IT IS STAFF'S OPINION THAT THERE IS NO COMPELLING REASON TO CHANGE CONDITIONS OF THE LEASE".**

5) **Paragraph 5 to 8 pg 2 - Appropriate length for reversion ; The formula for reversion is inadequate and discriminatory without a reduction in land lease rate and/or a monthly credit applied to the hangar owners lease account. If current lease rates remain unchanged and the reversion was instituted – someone that bought a $100,000. Hangar in 15 years would be paying, in essence, an additional $555.56 per month more than base land lease rates dictated by the rental rate schedule and that does not include any interest accumulated. That would be unfair and illegal. The FAA Compliance manual suggests a 30-35 year ground lease, with a reduced ground lease rate, as a reasonable term to recoup their investment so why a recommendation of only 10-20 years.**

6) **Paragraph 8 pg 2 - I do take exception to the comment, "the tenant will support the airport financially as well as the airports purpose" This infers that we are not paying our way monthly. I pay my lease payments most of the time 6 months in advance, so I do support the airport. Implying that private hangar owners do not support the airport is false and a lie.**

7) Paragraph 2 pg 3 - I think it is interesting that "Staff" notates County of Ventura vs Channel Islands Marina That court case has nothing to do with our OXR or CMA leases we currently have. I currently own my hangar and if I choose to not sign a reversion lease, I may remove my hangar at my discretion anytime I want. If I/we were to sign a new reversion lease that option would go away and appellate case for Channel Island Marina would apply. I have NO intent to sign the lease as it is currently written.

I could continue on with the misdirection and lies from the "Staff" but I think a reasonable person can figure out that the "Staff" is spinning the truth out of proportion of what is reality and wants everyone to believe it. At home we call that talking out of both sides of your mouth.

One of my favorite quotes, I think they apply here, " If a lie is large enough – everyone will believe it" . "Staff" has provided this Summary of Policy and it is not 1 lie but multiple lies woven together into one big 4 page lie. The question now becomes – can those in power consider that people can and do think. Can our leaders listen to it's citizens??

My recommendation would be to table the proposed lease agreement for now. I think most airport users want to do what's best for the airport and long term operations. I would think that most private hangar owners would entertain reversion or a sale to the county as long as they could get market value for their asset(hangar) and it was in the best interest of the airports success. That's fair. The US 5th amendment states; "Nor shall private property be taken for public use, without just compensation". As personal property owners(hangars) the constitution requires just compensation for our property.

I think it would be time to go back to the table with the Ad-Hoc committee and or VCHOTA so all sides of a lease agreement can be presented and considered. I would like to see advisory committee/commission members present to keep everyone honest. Secret meetings, as have happened in he past, could no longer be allowed. A long term lease may be the answer. An outright buying of the hangars when ownership transfers would be another option. Maybe an amendment to both airport master plans to outline the process of paying fair market value for private owned hangars. I just think we should look at all the options for continued success of OXR & CMA. If Ventura County wants to own all the hangars on both airports then a process should be developed and followed. The primary pillar for any buy-out has to be fair market value and how that price is arrived at.

In the end – If "Staff" continues with a reversion lease, with no remuneration for private hangar ownership, I think legal action could follow and with triple damages commonly awarded in California a 18 million dollar damage could blossom to 54 million easily. Plus attorney fees may be awarded. There is no sense in that . It would make a lot more sense to invest the money and time

wasted on the current "Lease to Steal" scam on constructing and installing new hangars so the current hangar wait list, for 52 hangars, at both airports can be minimized or eliminated. The proposed Lease to Steal" plan does nothing for those 52 folks currently waiting for a hangar.

Finally, I think the commission should seriously consider replacing Ventura County Airport management with someone or an entity that can relate to the citizens of Ventura County, Airport users, the Commission, FAA, and their needs. Current management has a one-sided view of airport operations that far exceeds safety or access issues as outlined in the Airports Master Plan. The Airport Master Plan is a document to be followed not ignored. Misrepresentations and personal interest can not be part of the management process. Listening to outside input and consideration from tenants and others is not a weakness but an asset in effective management. Listening and reasoning with others is the most important skills required for managers. Exactly why we have 2 ears and one mouth. We should listen, at least, twice as much as we talk.

The Ad-Hoc committee formed recently by airport management, with local citizens, for the purpose to negotiate a new lease, was totally ignored. Airport management has overstepped and ignored their Fiduciary duties to the commission, Airport users, The FAA, and the citizens of Ventura County when airport management neglected all the Ad-Hoc suggestions. The process was there, and management went through the steps, but all decisions were based on self interest of the "Staff".

It is time to stop the extortion, fighting and conflict between airport management and all tenants. It is time to reset the process, start again, and consider ideas and input from all users of both airports. Besides it is what FAA expects and what government is required to do for it's citizens. As the advisors/commission you can make that happen let's get back on track for all the citizens in Ventura County and not run the Airports with the self interest of one or two individuals.

In conclusion, as reasonable open minded individual, if you would review the documents that are available to you concerning airport management, read it with an open mind, I know you will come to the same conclusion that I did. There is no need to change our current leases. They have been successful over time.

I would ask one last question – If you made all your mortgage payments on your home – would you be OK with giving it back to the lender??? Government??? With no compensation??? That's what you are asking private hangar owners at OXR & CMA to do.

Thanks for listening;

[redacted]

RECEIVED
JUN 04 2018
Dept. of Airports

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future.
The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and

32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY ... REGULATION". That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and

8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for almost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything. This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: There is no reason To not continuing To lease airport ground for a privately owned hanger as long as a properly registered aircraft is hangered there [redacted]

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

From: [redacted]
Sent: Monday, June 04, 2018 9:45 AM
To: [redacted]
Subject: Opposition to proposed hangar tenant lease
Attachments: [redacted]

The Ventura County Department of Airports has recommended a new ground lease for the privately-owned hangars at the Camarillo and Oxnard airports. This new lease includes a reversion clause, which means that at the end of the lease period, the privately-owned hangars will revert to County ownership. These hangars were originally built with private funds, and for over thirty years have remained the personal (and taxable) property of the legal owners. I am one of the private hangar owners at Camarillo Airport and I strongly object to the proposed changes.

The Department of Airports recently circulated a document entitled Summary of Policies and Staff Recommendation for Privately Owned Storage Hangars which outlines their justifications to the proposed lease changes. This document is riddled with inaccuracies, misstatements of fact and disingenuous omissions and as such should not be used by the Airport Advisory Commission and the Board of Supervisors as supporting documentation for a determination of policy.

Sincerely

[redacted]

LEASE REFERENCES

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Submitted by: [redacted] Hangar Number: [redacted]

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The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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Additional comments or recommendations: _____

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Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B
Camarillo, CA 93010

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Additional comments or recommendations: _____

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Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

To: OXR Admin
& VCHOTA

RECEIVED
JUN 04 2018
Dept. of Airports

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted] Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

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The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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Additional comments or recommendations: I will be out of town for the first two weeks of June 2018 and will not be able to attend the meeting - but count me totally opposed to the proposed "Taking" of private property

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

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Additional comments or recommendations: _____

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[redacted]

From: [redacted]
Sent: Monday, June 04, 2018 10:43 AM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

I recently received a letter mailed to my home whereby the Camarillo Airport Operations summarized their recommendations to convert Hangar Owners current ongoing lease agreements to a fixed term by which at the end of the term Hangar Owners would have to relinquish their hangars they purchased (for large sums of money) over the the County. Further the letter requested feedback with respect to this proposal:

I bought my aircraft hangar 18 months ago to use for the exclusive purpose to provide a safe and secure location to store my private aircraft. It was my expectation based on roughly 40 years of history at the Camarillo Airport that the County would continue to extend its month-to-month lease agreement in perpetuity as it has done historically. I contacted Airport Operations when I was evaluating purchasing my hangar and I asked a lot of questions about the contract and specifically the lease. The response was something to the effect that the monthly fee may slightly increase over time but there was no mention of the possibility that the County would desire or could take my hangar away from me after a purchase. In addition there is nothing in the lease agreement that specifically discusses the possibility of the County taking away our hangar leases. As such I came to the conclusion that the purchase was a solid long-term investment that would increase in value over time, as it has for individuals over the years that have bought, derived solid value on their investment, and many cases realized positive returns on their hangar investments. As such I have invested in improving the condition of my hangar.

I also expected that for my monthly land lease agreement I would receive some basic services from the Airport. It is my opinion that the Airport Operations staff is courteous and does a very good job of providing security and has kept the runway and taxiways in good condition. Where they fall short is in restroom services. The restrooms frankly are horrible. The toilets leak, fixtures are broken, and the restrooms regularly have a strong urine smell. While on the subject of our hangar leases I feel it is appropriate to call out where the County has an opportunity for improvement.

In summary, I'm in strong opposition to the County being able to take away my hangar under the conditions set forth in the letter I received.

Best,
[redacted]

Received

JUN 04 2018

Dept. of Airports

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by [redacted]
Hangar Num[redacted]

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Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B
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The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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Additional comments or recommendations: _____

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Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Number: [redacted]

Received
JUN 04 2018
Dept. of Airports

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Additional comments or recommendations: THE COUNTY HAS HAD 30 YEARS TO BUILD NEEDED HANGARS. STEALING HANGARS FROM OWNERS WHO HAVE @ LEAST $100K INVESTED IS CRIMINAL AT LEAST. NO GOVERNMENT AGENCY IS FREE TO STEAL FROM CITIZENS. NO WAY IS THE FAA CONSENTING OR INCOURAGING THIS TYPE OF ACTIVITY,

LEASE REFERENCES

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Additional comments or recommendations: I am fine with the way it is now. I think it is absolutely ridiculous that the airport would ever acquire my hangar at no cost to the airport (county). It cost me lots of my hard earned money.

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B
Camarillo, CA 93010

NEWSLETTER 5-29-18

Ventura County Hangar Owners and Tenants Association (VCHOTA)

To: VCHOTA Members and other hangar tenants, Ventura County Airports
Subject: Proposed Hangar Lease Agreements

A reminder:

*** Town Hall Meeting June 7th, Camarillo City Hall, 6:00pm, 601 Carmen Dr., Camarillo**

*** Tenant Notice – Request for input on Proposed Hangar Leases**

All referenced items may be viewed and down loaded from the Airport Website https://www.ventura.org/airports/ I suggest that you print out the top 5 items for study to fully understand the intent of the County and the very possible affected on your position at our County Airports.

If the Proposed Private Hangar Ground Lease Agreement is Adopted by the County Board of Supervisors, (tentatively, scheduled for their July 17th Agenda) every Private Hangar Owner's current Lease Agreement will be Terminated and the Lessee will be required to sign a 10/15/20 year Private Hangar Ground Lease Agreement having Reversion of the private hangar to the County. Your other option will be to remove your private hangar from the airport. At expiation of the Lease, the hangar owner must transfer ownership of the hangar to the County or remove the hangar from the airport. See Item 9. in the proposed Private Hangar Ground Lease Agreement.

When you read the proposed lease you will discover many egregious stipulations and reasons for the County to terminate the lease and take passion of the hangar even before the end of the Term. It is the Position of the VCHOTA that the County's taking possession of Approximately $18,000,000 in value of Private Property, without Just Compensation, is a violation of both the US Constitution and the CA Constitution. The propose County Owned Hangar Lease Agreement has many of the same egregious stipulations except that it is a Month to Month Lease Agreement and does not include Reversion to the County. Our VCHOTA Board of Directors has considered the options for a resolution through both the Political and the Legal process. At this time, it is the intention of our Board of Directors to first make every effort for a resolution through the Political Process.

The Dept. of Airports mailed out a "**Tenant Notice-Request for input from Tenants on the Proposed Storage Hangar Leases**". Attached, are references to only a few of the many egregious stipulations contained in the proposed Private Hangar Ground Lease Agreement. Please take the time to mail in your objections and concerns to the DOA. You may also wish to copy the County Supervisors. Your inputs will be tabulated and the results provided at the Town Hall Meeting, June 7th.

It is imperative that both the Private Hangar owners and County Owned Hangar Tenants attend the Town Hall meeting and be counted for support of a proposed Hangar Lease Agreements being fair and reasonable. If you wish to speak at the meeting, please be prepared, be focused on topic, and specific.

Also, in attendance at the Town Hall meeting, I anticipate that there will be members of the Aviation Advisory Commission, the Airport Authority and Board of Supervisors for them to gain a better understand of the issues and concerns of Hangar Tenants. The results of the Town Hall Meeting will have an influence on content and course of action by the County before presenting the Proposed Hangar Lease Agreements to the approval process.

The future of your valued hangars, access to our county airports, and the grass roots of general aviation community in Ventura County is at stake.

[redacted]

PS: Our Board of Directors has been in contact with AOPA, Political Action Committee, Washington, DC office. Staff there has been very supportive for our grass roots General Aviation community. It would be helpful to our cause for our airport tenants to call AOPA 1-800-872-2672 and make a contribution to the AOPA Political Action Committee.

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: _[redacted] Hangar Number: _[redacted]

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: Why can't it just stay the way it is? I just purchased this spot 2yrs ago. I heard it has been this way forever. I did not pay for the hangar I paid for the spot. Lease!

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B
Camarillo, CA 93010

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Additional comments or recommendations: I AM DISSAPPOINTED W/ the AIRPORT LEASE - the PROPOSAL SEEMS OVERREACHING, AND DISREGARDED the STRONG OBJECTION and the PROPOSALS of the hanger owners

Email to: airportinfo@ ventura.org

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June 1, 2018

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Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

HANGAR LEASE AGREEMENT COMMENTS May 13, 2018

I have reviewed carefully the Hangar Lease Agreement proposed by the Ventura Airport Administration. I would like to say something positive about it. But I can't. The proposal, in its entirety, is an abuse of power. There is nothing about the proposal that is capable of being identified as good for the tenant.

Many of the Proposal's paragraphs contain offensive requirements and combative language. To comment on all the offending paragraphs would be to rewrite the entire contract, and I will not attempt that here.

However, some paragraphs are particularly egregious and cry out for comment; in particular, paragraph nine, which hides behind the title "Term". It should be called "Confiscation". It represents an immoral attempt to steal private property with no compensation. Other government entities within the state of California, when seizing property for "the public good" via "eminent domain," reimburse the owner with fair market value – Mr. McNamee proposes no such reimbursement. He references staff research and a staff (who constitutes staff?) recommendation for ownership of private hangars to revert to the County, "for the benefit of the tenant and the County". I SEE NO BENEFIT TO THE TENANT THAT WOULD RESULT FROM SUCH A SEIZURE. It is particularly duplicitous to assert that this seizure of private property was "not staff's intent ...at the outset of the process". It was evident to all observers that the desire for a Hangar Lease Agreement revision, and its fundamental goal, was to force the tenants to relinquish ownership of their hangars to the county, a process that must be illegal and is certainly immoral.

Consider the economics. The Ventura County designated appraiser assessed my hangar at approximately $110,000. Mr. McNamee proposes a fifteen-year reversion to the county. Depreciating my hangar linearly over the proposed 15-year period results in a monthly cost of approximately $610, effectively doubling my current cost of ownership. No one would consider buying my hangar, with such a lease attached, for twice what it might cost to rent a comparable hangar. The value of my hangar would be instantly reduced to zero. The proposal would also prohibit subletting. If I were to sell my aircraft, and could not sublet the hangar, which has been rendered unsalable by the proposed lease agreement, I'm stuck with a $110,000 white elephant. I see no fairness in the reversion requirement of the proposed Hangar Lease Agreement which would result in a loss of $110,000 to me and would be forced to consider "inverse condemnation" to attempt to recover my loss. If Ventura County persists in the reversion attempt, I would think the county will be inundated with such lawsuits.

With this proposal, Mr. McNamee has seriously damaged the relationship between the Ventura County Airport Administration and the Ventura County aviation community. If approved, it will certainly contribute to the demise of General Aviation in Ventura County.

LEASE REFERENCES

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Submitted by [redacted] r Number: [redacted]

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Submitted by [redacted] Hangar Number: [redacted]

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The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

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RECEIVED
JUN 06 2018
Dept. of Airports

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted] Hangar Number: [redacted]

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: ANY TERM LESS THAN 30 YEARS WOULD DIMINISH THE VALUE OF MY INVESTMENT AND I FEEL WOULD BE AN ILLEGAL TAKING OF MY PROPERTY.

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

Attn: Storage Hangar Lease Input
Department of Airports
555Airport Way, Suite B
Camarillo, CA 93010

Subject: Input regarding propose Lease Agreements.

The proposed Privately Owned Aircraft Storage Hangar Ground Lease Agreement, as written is totally unacceptable. The basis for compelling the County to impose a lease agreement for reversion of private hangars is false and misleading.
* The 1987 Ventura County Grand Jury Report does not recommend **all** aircraft Storage hangars at County Airport to be public ownership.
* The Department of Airports has not presented any correspondence from the FAA endorsing the County's proposed lease agreement including reversion of the private property hangar to the County.
* The 1-16-2018 letter from the US Department of Transportation, FAA Administration, Washington DC was a rebuttal to the Ventura County Counsel requesting support for the final DRAFT of the proposed Month-to-month Hangar Lease Agreement. "the FAA does not approve leases nor does it endorse or become a party to tenant lease agreements". The FAA does not require airport sponsors to take possession of any private improvements, such as hangars, at the expiration of a lease.
* The San Luis Obispo (SBP) lease is **not an absolute "reversion or removal" of the private hangars Lease.**
That Lease states:
Section B. LEASE TERMIATION
"Twenty-four (24) months (or earlier) prior to the Expiration Date, County at its own expense may competitively solicit proposals, through a request for proposal process (or similar process) to lease the Leasehold Area and improvements."
"Should County elect to solicit proposals for developing the Leasehold Area, County will consider any submitted by the Association in compliance with the request for proposal process."
The San Luis lease agreement is open ended. It allows the County and the hangar owners Association an option for a follow on Lease Agreement, providing the private hangar owners Association continued private hangar ownership and use of the Leasehold Area.

I suggest that Ventura County consider including a similar provision in the proposed private Hangar Lease Agreement. Such a provision in the agreement would benefit both the County and the Private Hangar Owners. It would undoubtedly make the proposed Lease Agreement more acceptable to Private Hangars Owners.

Par. 9 TERM: The primary opposition to the Privately Owned Aircraft Storage Hangar Ground Lease Agreement is the term of the lease including Reversion. A short term 10/15/20 Year Tiered Lease Agreement is not acceptable. In all cases, the monthly value of the private hangar yielded to the County, plus ground rent paid to the County, plus hangar tax paid to the County, plus hangar maintenance , far exceeds renting a County Owned hangar. **A term lease for all classes of hangars must be no less than 25 years including one 5 year optional extension for all classes of private hangars.**

Par. 7. One Motor Vehicle storage per 2,000 sqft of hangar space!! Most private hangars on the airport are 1,500 sqft or less. The wording needs to be corrected.

Par. 15 Lien. **Egregious, Offensive and Needless**. I am not aware of any other airport hangar lease agreement having such an egregious Lien stipulation. This Lien stipulation must be removed.

Par. 13 Indemnification: The **County is not responsible** for most everything. The **Lessee is responsible** for most everything. This Indemnification Clause must be reasonable and reciprocal.

Par. 11. This Par. is worded for the County to terminate the Lease Agreement for as little a violation as J-Walking. Also, the stipulation is redundant to Par. 17. This Par. Needs to be deleted.

I invite the County to sit down with Members of our Board of Directors, VCHOTA, as part of a political process, to resolve our concerns regarding the proposed Lease Agreements.

[redacted]

Position Statement
Ventura County Hangar Owners and Tenants Association
May 17, 2018

On November 7, 2016 the Director of Airports (DoA) stated "The Lease/License agreement for private hangars has stood the test of time and fulfilled the purpose of providing access to the counties airports to local pilots to store and operate aircraft. It is staffs opinion that there is no compelling reason to change the conditions of the lease..." Since then the DoA has reversed its position and promoted a complete revamp of the month to month private hangar land lease. It was stated that the goal is now to cancel all existing leases that had "stood the test of time" and obligate tenants to sign new ones. The new Lease, which has incorrectly been touted as necessary to insure compliance with FAA Grant Assurance requirements, was lengthy, poorly organized and most importantly riddled with new and onerous stipulations that would severely diminish hangar utility, property values and airport access that is guaranteed by the FAA under its grant assurances and airport use policy.

In an attempt to reconcile differences, representatives of the Hangar Owners Association met with airport staff on several occasions to discuss relevant issues. Rather than trying to find middle ground, the DoA used what it gleaned from the meetings to further stiffen lease stipulations. Intensive pushback from airport tenants resulted in significant turnout at the first Town Hall Meeting where opposition to the proposed lease was strong and universal.

Next came the Ad-Hoc committee that was made up of 2 owners and 2 tenants from each of our airports, 2 VCHOTA (then CAHOA) members and 2 DOA Staff members (Todd & Jorge). It should be noted that the deck was stacked by disqualifying any of the 8 owner or tenant applicants from participating if they were associated with VCHOTA. Over the course of the several Ad-Hoc meetings, many issues were resolved, but a sticking point was the DoA's insistence that the county should be able to cancel any lease at any time without cause and obligate the hangar owner to remove their hangar from airport property. In the last hour

of what was to be the last day of the Ad-Hoc meetings the DoA subverted all the hard work and contributions that had been made by announcing that, to allay owners concerns of an unjustified lease termination, a term lease was the only solution. The idea seemed to have merit but the DoA insisted that it would be short term, that it would have reversion and that it would not be optional. In actuality, the DoA unabashedly proclaimed that they intend to confiscate our private property, without compensation, in only 10 or 15 years. Ad-Hoc committee member opposition to the tactic was unanimous but the DoA ignored the consensus. So much for the spirit of collaboration. "We were left with the impression that we had been wasting our time and that we had been duped into the equivalent of negotiating for the location of the deck chairs on the Titanic." The entire Ad-Hoc committee was so disconcerted that further participation in the Ad-Hoc process was ended.

The DoA has posted HIS proposed lease on the county website for your review.

IT IS NEITHER APPROVED NOR RECOMMENDED BY THE Ad-Hoc COMMITTEE.

The DoA has requested feedback by way of an additional posting called "Tenant Notice – Request for Input from Tenants on Proposed Storage Hangar Leases: " Dated May 8, 2018. In that Tenant Notice the DoA states:

"It is FAA grant assurances, FAA lease policy, industry best practices, practices taken from an Airport Cooperative Research (ACRP) report on leasing at airports, and a 1987 Ventura County Grand Jury Report that is compelling staff to make this recommendation."

This is an erroneous and misleading statement that has NO MERIT and should be TOTALLY DISREGARDED! Staff is NOT "compelled" in any way to impose a short term Reversion lease on CMA or OXR private hangar owners. There is NOTHING in FAA grant assurances to require such an autocratic and heavy handed position. The AOPA counsel has made it clear that "the FAA does not require airport sponsors to take possession of any private property improvements, such as Hangars, at the end of a lease." County Counsel wrote a

letter to the [redacted] Manager of the FAA Office of Airport Compliance in DC back in December. The main purpose of the letter was to solicit justification to terminate our Month to Month Leases. Her response provided absolutely no justification to do so or any interest in getting involved. The 1987 Ventura County Grand Jury Report that the DoA is touting as a compelling reason to impose a short term reversion lease on us makes NO SUCH IMPLICATION. The report covered many airport related issues of which Private Ownership was just one. Item 6 on Page 60 of the report makes the following recommendation: "The Board of Supervisors and those making recommendations to the Board should consider public ownership of all future aircraft storage Hangars at County Airports..." There is no recommendation to confiscate existing privately owned hangars. As to the Airport Cooperative Research Program (ACRP), they are a commercial organization that promotes predatory practices that offer no regard for private property rights. ACRP has no authority and their "recommendations" are in no way regulatory. In summary, the DoAs push to unfairly confiscate our private property is a local decision and is unsupported by any FAA requirement, law or regulatory body. It must not be allowed to be adopted. Objection to the remaining unacceptable terms in the proposed Lease must be made loud and clear. Please submit the following to the DoA so that your/our objections can be included in the tally of responses. Feel free to add whatever comment or additional objections that you feel strongly about at bottom or in the form of an attachment. The DoA will be tallying and posting the results so please send this in. Your Vote is important.

Please send the attached response via eMail to:
Subject: STORAGE HANGAR LEASE INPUT
airportinfo@ventura.org

Or send by regular mail to:
Attn. Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted]
Hangar Numbe[redacted]

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: I am not for private hangar reversion. I bought my hangars as opposed to leasing them so that my kids would have a hangar if they so desired or they can sell it and cash out the equity when I am gone. This was a family investment! I view any attempt to take the hangars that we purchased theft and will be forced to seek legal counsel. I pray that a mutually beneficial and acceptable resolution can be met.

Storage Hangar Lease Input
Department of Airports
555 Airport Way, Suite B
Camarillo, CA 93010

June 4, 2018

To Whom It May concern,

I realize that there is only a very slim chance that someone will actually read this but at the same time, I don't feel that the few words I added at the bottom of the Position Statement, which I emailed earlier today, say nearly enough.

Back when law enforcement didn't pay very well, my parents, both CHP, raised 4 kids with extremely modest means. I grew up understanding the value of the dollar. I worked extremely hard over many years, as have many people, and now in my 50's, I have been able to obtain one of my childhood dreams. I got my pilots license, bought an airplane and a hangar for that airplane. This is how things are supposed to work; It is the American way.

I have had a small box hangar for a few years near the wash rack. It was modest with sliding doors, but it was mine. I spent a lot of time and money renovating and upgrading it. I love it. Back in November, I had an opportunity to buy a larger hangar with an electric door that will accommodate my new airplane and a car, if needed. I paid $210,000 for this hangar just 8 months ago and $75,000 for my first smaller hangar. So, I am now in a situation where I can possibly lose 200,000 + dollars? How is this even possible? How is this legal? I make my ground lease payments and pay the property taxes. I can't even sell my old Hagar, which I moved from, right now! Madness...

The reason I bought the hangar instead of leasing one is that I could leave it to my kids when I pass. This is why I bought it and it made sense. It was a family investment that could be used for many things including college or a down payment on a home for a young person starting out. As far as I am concerned, this is stealing from my family and dishonorable.

Ironically, I bought this hangar from the [redacted] Obviously, he had the same idea. I guess his timing was better than mine, all joking aside. Please put yourself in my shoes. This is far from OK. This is not Canada or Europe; it is America! How can this be allowed to happen? GA should be preserved as is for future generations.

I don't know how we got to this point? It makes no sense. Clearly, the many moving parts of the proposed agreement do little to nothing to protect and help the GA pilot / hangar owner (the little guy). In fact, this agreement is designed largely to separate the hangar owner from his hangar. This is the bottom line, anyone saying anything different, is not being honest with him or herself. I hope and pray that our many voices will be heard and that a mutually beneficial, acceptable and reasonable agreement can be met.

Regards,

[redacted]

[redacted]

From: [redacted]
Sent: Monday, June 04, 2018 8:24 PM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

From:
[redacted]
Camarillo Airport hangar owner [redacted]
Alternate Public Member, Camarillo Airport Authority

To:
The Ventura County Board of Supervisors
Ventura County Department of Airports
Camarillo Airport Authority
Oxnard Airport Authority
Aviation Advisory Commission
Ventura County Hangar Owners and Tenants Association
Camarillo and Oxnard Airports Hangar owners and tenants

Re: Airport lease revision

Ladies and Gentlemen -

I am tired. Tired of the endless bickering. Tired of the discussions that have deteriorated into personal vendettas. Tired of the palpable hostility with every airport visit. Emotions are running high on both sides. The Camarillo Airport used to be a fun place for me, both for social and aviation purposes. The flying portion is still enjoyable.

The question is where do we go from here? In my opinion there is only one right and just course in the event of reversion. <u>All of the hangar owners must be fairly compensated for the property they own.</u> No other option is acceptable.

It is very sad that all parties involved are now in a very difficult situation. With the best of intentions, CAHOA got into a battle with a much larger, more powerful opponent, the Ventura County Department of Airports (VCDOA). After much research, VCDOA has determined that reversion, after an as yet undetermined term, is the best method to proceed. Threats of legal action or worse are being freely tossed about, which will only result in more animosity.

Maybe the VCDOA can force reversion on their terms. BUT THAT DOESN'T MEAN THEY SHOULD.

I am respectfully requesting that all parties take a deep breath, and consider the potential consequences of your actions. Irreparable damage has already been done to the relationship between VCDOA and the airport users. Further intense conflict will only perpetuate the damage.

Sincerely yours,

[redacted]

LEASE REFERENCES

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Additional comments or recommendations: _____

_____

_____

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: [redacted]

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

From: [redacted]
Sent: Tuesday, June 05, 2018 8:45 AM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

My concerns regarding the proposed hangar lease agreement

1) The language in section 1 (Purpose and Relocation) is too broad regarding relocation. It gives power to County to relocate hangar to a different airport at County's discretion. Language should limit hangar relocation to same airport.
2) The language in section 3 (Proof of Ownership) limits ownership to individual. My wife and I are joint owners. Lessee definition needs to be expanded to include joint ownership.
3) The language in section 9 (Term) too restrictive and term length should be expanded.
4) The language in section 15 (Lien) is offensive. This language is heavy handed and unwarranted.
5) The language in section 32 (Sales of Hangar) This section lacks clarity on what term would be provided to new owner. New owner should be provided renewed term length as defined in owners agreement.

[redacted]

RECEIVED
JUN 05 2018
Dept. of Airports

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Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

om: [redacted]
Sent: Tuesday, June 05, 2018 4:25 PM
To: AirportInfo
Subject: STORAGE HANGAR LEASE INPUT

[redacted]

June 5, 2018 To whom it may concern,

I recently purchased hanga[redacted]t Oxnard Airport.

This letter is to register my strong OPPOSITION to the proposed new lease format for privately owned hangars at the Ventura County airports.

There is no need for the county to take possession of the 220 or so privately owned hangars. That said, any oposed compensation that is less than fair and full market value is unacceptable. The Airport already has a policy to acquire privately owned hangars, but it has never elected to exercise that right in spite of its financial ability to do so. The current agreements have been satisfactory for many years, and do not violate the FAA grant assurances or jeopardize any federal funding as has been purported by airport staff. In fact, airport staff stated in November 2016, "The Lease/License agreement for private hangers has stood the test of time and fulfilled the purpose of providing access to the counties airports to local pilots to store and operate aircraft. It is staff's opinion that there is NO COMPELLING REASON to change the conditions of the lease..."

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??) Default Cure: The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Respectfully submitted,

[redacted]

[redacted]

Article 3 PROOF OF OWNERSHIP

The stipulation that the Hangar owner "*Must* notify County in writing15 days in advance of Lessee's intent to sell the Hangar" implies that a Hangar Owner needs permission to sell the Hangar.

My hangar is personal property. I do not need the County's permission to dispose of my property, nor do I have any obligation to notify anyone of my intent to sell my Hangar

My only obligation is to disclose to any prospective buyer the conditions of the Lease that he/she will be required to enter into with the County.

Article 7 VEHICLE STORAGE

The exclusion of boats, personal watercraft or "recreational vehicle" is entirely subjective and has no basis.

Article 8 ADDITIONAL STORED AIRCRAFT

Remove the sentence "Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of storing an Additional Stored Aircraft in the Hangar"

What "Conditions"? The discretion of the Director?

Article 9 TERM

As written, the proposed Lease effectively depreciates my hangar's worth to ZERO over the lease term without any provision to be able to recover its value.

This is essentially a property grab. This is a poorly designed way for the County to CONFISCATE my property.

This provision and the month-to-month provision in the current lease is and are intended to subjugate and intimidate the Hangar Owners. No other reason.

There is no valid reason for any term on these leases. The lease term should run as long as the County maintains Oxnard Airport and Camarillo Airport as public airports.

Lease termination conditions should only be, DEFAULT by the Lessor or Lessee, mutual consent by both parties or, if either party transfers ownership of or otherwise disposes their property.

Article 15 LIEN

This provision is meaningless unless it is recorded. The only perceived purpose is not to protect the County but rather to intimidate the Lessee.

If it is recorded it impacts my credit and may affect my ability to gain employment. If it is recorded without merit , I can and will file suit.

Article 26 MAINTENANCE

"Lessee must paint the exterior of the Hangar as needed and reasonably directed by the County..."

The exterior of my hangar is Galvanized steel on the roof and powder coated steel on the exterior walls and door. The only deterioration of the powder coated surfaces is oxidation, which affects only the color. There may be a need to repair or replace the roof, as galvanizes steel deteriorates over time.

The only reason to paint the exterior walls is for aesthetics, which is subjective, and will never be "needed".

If the County wants to "spruce up" the airport, by painting the hangars, then the county should pay for it.

Article 34 – RENT

Current rents are determined by the "RENT AND FEE SCHEDULE – DEPARTMENT OF AIRPORTS"

This schedule is unique to Ventura County airports and may me amended at the discretion of the County Board of Supervisors.

As tenants, hangar lessees have no protection from rent hikes.

Hangar rental fees should be included in the new lease, based on current rates, and adjusted by the US Consumer Price Index, as is the case of the Santa Barbara T-Hangar lease.

SANTA BARBARA T-HANGAR FEE ARTICLE 7 T-HANGAR FEE (paraphrased)

Annual adjustment. The monthly fee is subject to annual adjustment; Monthly fee shall be adjusted to reflect the percentage increase of the Consumer Price Index... as published by the U.S. Department of Labor, Bureau of Labor Statistics.

General:

The Lease needs to have a "Default Cure" provision for any Default claim by either the Lessee or Lessor.

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted] Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future.
The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and

32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

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??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: I support the efforts of VCHOTA to protect our property rights and access and use of the airport.

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

RECEIVED
JUN 07 2018
Dept. of Airports

Submitted by: [redacted]

Hangar Number: [redacted]

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Additional comments or recommendations: See attached letter of comments.

RECEIVED
JUN 07 2018
Dept. of Airports

5 June 2018

[redacted] Camarillo Airport

To whom it concerns:

I am most upset about and strongly oppose the Ventura County Department of Airport's proposed Hangar Tenant Ground Lease. It gives the county Department of Airports the authority to unilaterally cancel the current lease agreement on my privately owned hangar and require me to sign a lease containing several onerous requirements, few of which relate to safety or aviation concerns. Most notably, there will be a fixed term on the lease agreement after which my hangar becomes the property on Ventura county without ANY COMPENSATION offered for taking my hangar and all the while I must continue to pay monthly rent and annual property taxes.

I have a lot of money invested in my hangar. More than the county designated appraiser valued it to be worth. Being many years ago retired from the US Navy, I cannot absorb nor replace investment losses.

I have flown at CMA since 1981 and my father had been on the field since 1978. He rented a hangar from a private owner for more than a decade. I moved to Camarillo in 2000 with my plane and wanted a safe storage area. Hangars were not available to rent. I bought a small T hangar, the next year sold and bought a larger T hangar. Later, in 2006, sold the T and bought my current box hangar. I never wanted to own a hangar. That same year I put my name on the waiting list for a county hangar. 10 YEARS LATER, in 2016, I was offered a county rental hangar. The hangar offered was a small T and would not accomodate the plane.

Also in 2016, I listed the hangar for sale for far less than I had invested in it. There were several interested parties but none of them offered to purchase it after they spoke with the DOA

regarding the lease agreement. Finally last month I took it off the market, about 18 months later.

I have had a long and happy association with Camarillo airport. I had first hand knowledge, via my father and my own experience, that if I bought a hangar and followed basic safety rules that I was an active contributor to the aviation community. I always knew and expected that I could use, sublet, or sell the hangar without a term limit and only by normal economic fluctuations would I loose my investment. My city and county afforded me those opportunities in turn for my support of them.

The county has relied on the public to build and keep the airport and the tower in operation. I have relied on the word, promise, and practice of the Department of Airports for the past 30 years and invested accordingly.

[redacted]

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Submitted by: [redacted]_____Hangar Number: [redacted]_____

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Additional comments or recommendations:

I believe that under item#9. Term, Should also state that if an extention is not granted that the Deptartment of Airports compensate the owners for the fair market value as determined by a professional appraisal service. Not simply siezed without compensation.

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

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Additional comments or recommendations: _____

_____

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Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

om: Rubio, Jorge
Sent: Wednesday, June 06, 2018 8:41 AM
To: AirportInfo
Subject: FW: My Opposition to proposed hangar lease agreement by 2 Hangar owner [redacted]

-----Original Message-----
From: Zaragoza, John
Sent: Wednesday, June 06, 2018 8:39 AM
To: Rubio, Jorge <Jorge.Rubio@ventura.org>
Subject: FW: My Opposition to proposed hangar lease agreement by 2 Hangar owner [redacted]

-----Original Message-----
From: Scott O'Brien <obrienshangar@yahoo.com>
Sent: Tuesday, June 5, 2018 11:39 AM
To: Zaragoza, John <John.Zaragoza@ventura.org>
Subject: My Opposition to proposed hangar lease agreement by 2 Hangar owner [redacted]

Storage Hangar Lease Input
Department of Airports
555 Airport Way Suite B
Camarillo California 93010

[redacted]

With great difficulty, it has taken me a month to write this letter. You have received many from our owners group. We all share the same feeling. We oppose any draft that results with the reversion or theft of our hangars.

My wife and I are second generation operating out of Camarillo Airport. I have been flying out of Camarillo since 1980. My mother and father spent a lifetime here. They raised me on this airport and fostered my career allowing me to follow in my fathers footsteps. He was a Commercial Airline Pilot for United Airlines. I am also a 25 year Commercial Airline Pilot for United Airlines. My wife and I are raising generation 3 on this Airport. We have 3 sons. Ages 16-21 who fly out of Camarillo, work for on airport businesses, and help maintain our airplanes and hangars. They are trying to continue tradition but current administration is threatening to take that from them. My mother and father helped pave my way, I desire the same ability to foster the path of my children. Privately, We all have invested heavily into this airport. Hundreds of thousands from my family alone. Many years and lifetimes worth. I want zero hangar reversion. It's a 2 generation 38 year financial loss I cannot simply lose and walk away from.

Growing up in and around Professional Aviation, we live by many rules. As pilots, We focus our lives following those rules to manage safety and the lives of hundreds in our care around the world every day. As the Hangar Owners association letter states, we don't oppose all of the rules. There are a couple that make sense and we already follow. As lots and mechanics, we are allowed to work on our equipment. My airplanes are 70 years old. They require it. My father and I built his last plane. My children are restoring their own planes. As I did with my father 30 years ago, my children are learning the same. They don't need more people directing and looking over their shoulders. To take that from us is wrong. I Own and pay taxes on two hangars and several airplanes. Hangars and planes that are insured. Are used and worked on almost every day and Could be sold to finance a college education, help our family through and illness, retirement, fostering a child's direction, anything.. These are buildings that we assembled with personal funds, with county permits, without county opposition, at times when the county refused to believe in or invest in its own infrastructure. Because the county would not provide electricity to 16 hangars on the East end, at personal financial cost, permits were pulled, approval was granted, and a personal meter is installed that I own and I supply power to those 16 hangars. Our own infrastructure to our own hangars. Because the county would not invest in itself. Crazy

In summary, as an Owner of 2 hangars and an electrical line at Camarillo Airport, My wife and I are opposed to any draft of the Hangar Lease agreement with a reversion clause or one that results in any loss of ownership of my personal property.

[redacted]

[redacted]

m: Rubio, Jorge
Sent: Wednesday, June 06, 2018 8:45 AM
To: AirportInfo
Subject: FW: Ventura County Airports - Private Hangar Lease Recommendations

---

From: Zaragoza, John
Sent: Wednesday, June 06, 2018 8:35 AM
To: Rubio, Jorge <Jorge.Rubio@ventura.org>
Subject: FW: Ventura County Airports - Private Hangar Lease Recommendations

From [redacted]
Sent: Tuesday, June 5, 2018 7:39 PM
To: Long, Kelly <kelly.long@ventura.org>; Parks, Linda <Linda.Parks@ventura.org>; Supervisor Foy <Supervisor.Foy@ventura.org>; Zaragoza, John <John.Zaragoza@ventura.org>
Subject: Ventura County Airports - Private Hangar Lease Recommendations

[redacted]

June 5, 2018

To the Ventura County Board of Supervisors,

I am currently a renter of a county hangar at Oxnard Airport, with interest in becoming an owner of a hangar at Oxnard.

Please accept this letter to register my strong OPPOSITION to the proposed new lease format for privately owned hangars at the Ventura County airports.

Taking any private property without proper compensation or due process is illegal, and is inviting a legal battle. Any proposed compensation that is less than fair and full market value is unacceptable. The Airport already has a policy to acquire privately owned hangars, but it has never elected to exercise that right in spite of financial ability to do so.

There are many inaccuracies in the communications presented by Airport Staff with regard to this matter, including references to the 1987 grand jury report, the 2018 consultant report, FAA order 5190.6B, the history of why we have private hangars in the first place, and airport policy 3d regarding airport right to purchase private hangars.

Please vote **AGAINST** this proposal and leave the agreements as they are. It is simply unacceptable to every private hangar owner with whom I have spoken. The current agreements have been satisfactory for many years, and do not violate the FAA grant assurances or jeopardize any federal funding as has been purported by airport staff. In fact, airport staff stated in November 2016, "The Lease/License agreement for private hangers has stood the test of time and fulfilled the purpose of providing access to the counties airports to local pilots to store and operate aircraft. It is staff's opinion that there is NO COMPELLING REASON to change the conditions of the lease..."

Thank you for considering my comments.

Respectfully,

[redacted]

[redacted]

om: Rubio, Jorge
Sent: Wednesday, June 06, 2018 10:02 AM
To: AirportInfo
Subject: FW: Theft of Hangars

From: Zaragoza, John
Sent: Wednesday, June 06, 2018 8:39 AM
To: Rubio, Jorge <Jorge.Rubio@ventura.org>
Subject: FW: Theft of Hangars

From: [redacted]
Sent: Tuesday, June 5, 2018 12:00 PM
To: McNamee, Todd <Todd.McNamee@ventura.org>
Cc: Bennett, Steve <Steve.Bennett@ventura.org>; Parks, Linda <Linda.Parks@ventura.org>; Long, Kelly <kelly.long@ventura.org>; Supervisor Foy <Supervisor.Foy@ventura.org>; Zaragoza, John <John.Zaragoza@ventura.org> [redacted]
Subject: Theft of Hangars

My name is [redacted] I am a retired Los Angeles City Firefighter, (past EMT and Helitac Rescue Crewman).

I hold a Commercial pilot's rating and Flight Instructor rating in single engine, multi engine airplanes and helicopters. I currently own a 1947 Belgian Bi-plane and a 1966 Twin Comanche. We currently own two hangars at Camarillo Airport.

I'm married with three children, seven Grandchildren and three Great Grandchildren. We have lived in Ventura County since 1981 and have been based at Camarillo Airport since that time.

Lately, Mr Todd McNamee seems to be on a harassment goal toward we airport users and supporters and I have discussed that with him, to which he responds "I'm not harassing anyone". I responded back "if you put out a questionnaire asking what the pilots think, I'm sure you will find that the others are in agreement with my assessment of your actions". Remember, without pilots, there's no airport to administrate to and no Dictator -- I mean no Director needed.

I have been in the rental housing and office business most of my adult life and find his proposals and demands on this proposed Ground Lease to be unlawful, one-sided, and unreasonable causing a huge decline in our hangar values -- and effecting the resale value of our aircraft. On top of that, he then includes in that proposed Ground Lease, that we SHOULD **agree to condone the County's**

theft of our private property including those hangars and our other private property therein, including those liens he wants us to agree to.

My hangars represent an investment of $525,000. By the County's threats and extortion tactics, my privately owned property value has declined enormously, as has everyone's at these Ventura County Airports. I have no intention of agreeing to that -- especially since I have already lost close to $6,000,000 in fraudulent real estate dealings since 2007.

I HAVE NO TOLERANCE FOR THIEVES -- INCLUDING THOSE IN GOVERNMENT.

STAY WITH THE ORIGINAL GROUND LEASE FROM THE 80's

[redacted]

FREE Animations for your email Click Here!

LEASE REFERENCES

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Additional comments or recommendations: Why change what ain't broke.

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

From: Rubio, Jorge
Sent: Wednesday, June 06, 2018 5:14 PM
To: AirportInfo
Subject: FW: Town Hall Meeting June 7 2018/ Proposed Airport Hanger Lease Changes

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From: Long, Kelly
Sent: Wednesday, June 06, 2018 2:48 PM
To: Rubio, Jorge <Jorge.Rubio@ventura.org>; McNamee, Todd <Todd.McNamee@ventura.org>
Subject: Fwd: Town Hall Meeting June 7 2018/ Proposed Airport Hanger Lease Changes

Public Comment

Best regards,
Kelly
Kelly Long
Ventura County Supervisor
District 3
1203 Flynn Rd, Suite 220
Camarillo, CA 93012
(805) 654-2276
www.Ventura.org

From: [redacted]
Sent: Wednesday, June 6, 2018 2:33:30 PM
To: Bennett, Steve; Parks, Linda; Long, Kelly; Supervisor Foy; Zaragoza, John
Subject: Town Hall Meeting June 7 2018/ Proposed Airport Hanger Lease Changes

Honorable Member of the Board of Supervisors,

As a private property owner of Hanger [redacted] at Camarillo Airport, I vehemently oppose the proposed lease agreement changes being considered by the County of Airports and your legislative body.

Changing the lease agreements to include any form of reversion back to the county without just compensation is simply wrong and as you well know, illegal. The County has no valid position to justify this measure.

Please carefully consider each word of this proposed change and ask yourself if you would stand for similar changes to your personal property/home.

As a county resident for over 30 years, I find any guidance to staff to even craft such a proposed change as really poor governance and reprehensible.

Although I'm traveling this week and unable to present myself in person, please consider this communication as my vote against any of these lease agreements changes.

. lease listen carefully to those property owners in opposition and work together with all residents for a more honest approach to solving the budget issues at hand.

Sincerely,

[redacted]

From: [redacted]
Sent: Wednesday, June 06, 2018 8:01 PM
To: AirportInfo
Subject: Lease

LEA

Response to Ventura Coul

feedback on the Prop

Submitted by: [redacted]

Please register my opposition to t

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13) **Indemnification:** The tenant clause "has been rewritten to ma

[redacted]

From: [redacted]
Sent: Wednesday, June 06, 2018 11:09 PM
To: AirportInfo
Cc: Long, Kelly; Parks, Linda; Supervisor Foy; Zaragoza, John; [redacted]
Subject: Ventura County Airports - Feedback re Proposed Hangar Lease

Response to Ventura County Department of Airports Request for Feedback on the Proposed Hangar Tenant Ground Lease

To Whom It May Concern:

As a new hangar owner at Camarillo Airport, my wife and I were looking forward to participating in one of the most vibrant and exciting general aviation communities in Southern California. Our purchase of a hangar last year was welcomed by other hangar owners and, seemingly, by the Department of Airports (DOA). Now, having just made an investment of over $100,000, we find ourselves unexpectedly embroiled in serious disputes over the future of hangars at the airport. These disputes pose two immediate and very serious problems. First, they threaten the fabric of the aviation community at the airport. That community is a rare and important part of the local economy, and is the envy of many other airports. It would be a mistake to underestimate how deep and widespread are the frustrations that are building up. It would be a mistake to assume the aviation community at Camarillo can withstand those stresses. Second, these disputes threaten to destroy the economic value of the investments that were made in good faith - for decades and up until the present - by the hangar owners in the airport. As someone who has practiced law for many decades, I know that if not resolved on a basis that is mutually satisfactory to the owners and the DOA, this is a recipe for toxic politics and lawsuits. No one who loves the Ventura County airports and the value they add to the area should want either outcome.

As a somewhat new arrival, we do not have the depth of knowledge others have in the many specifics that are involved. But certain issues standout as being particularly significant.

First, certain provisions go to the heart of the Camarillo airport as one of the centers of the aviation community in California, arguably, the Nation, particularly when it comes to the construction of new aircraft. Provisions in the proposed lease seeking to limit the ability of Owners and others to store and work on second aircraft in their hangars threaten the fabric of the airplane building community at the field. That is one of the pillars of the health of the airport and must be protected. If the primary aircraft in the hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance with airworthiness or hangar owner requirements. To be clear, my wife and I support this view even though we are not aircraft builders and only store a single owned plane in our hangar. That is, we are not impacted by this one particular provision of the lease proposed by the DOA, but this wonderful aviation community in which we participate would be. We believe these are changes that are truly needed for the overall good of the airport.

Second, any proposed lease term must be materially longer than the 10/15/20 year term schedule proposed by the DOA. It is not difficult to imagine the expert testimony that would show these terms fail to provide for adequate amortization of newer investments in hangars and materially deplete, and in some cases would destroy, the value in hangars that have been owned for longer periods, raising the spectre of a taking. As we understand it, the Ventura County Hangar Owners and Tenants Association (VCHOTA) has taken the position

[redacted]

m: [redacted]
Sent: Thursday, June 07, 2018 3:37 PM
To: AirportInfo
Subject: Hangar Lease proposed

I am opposed to the proposed terms as they are unfair, unjust, and un-American. I recently purchased my hangar over the past 18 months for a large sum of money which was priced way higher than it would be worth with this agreement in effect. I plan on staying for a long time enjoying the airport and having the ability to pass my investment on to my family in the future. I appreciate your consideration to the suggestions of the Ventura County Hangar Owners and Tenants Association (VCHOTA).

[redacted]

RECEIVED
JUN 07 2018
Dept. of Airports

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted] Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future.
The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and

32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY ... REGULATION". That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and

8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for almost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything. This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: I share these concerns, especially items 32 and 15.

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

June 5, 2018

Attn: Storage Hangar Lease Input
Department of Airports
555 Airport Way, Ste. B
Camarillo, CA 93010

RECEIVED
JUN 07 2018
Dept. of Airports

To whom it may concern,

I have been an airport user since 1979, I have owned and operated an aircraft maintenance service at both OXR and CMA, owned several aircraft as well as 3 private hangars. I currently own hangar [redacted] OXR and am employed by the FAA as an Airworthiness Inspector.

This letter shall serve as my formal opposition to the proposed lease for private hangars that results in reverson. The Department of Airports (DOA) current vision for the future of the Ventura County airports is simply unacceptable.

In the past the DOA has had a month to month lease that included a policy of first right of refusal on the sale of all private hangars. To my knowledge the DOA has never excersised this option and purchased a private hangar despite it's current surplus of money. It appears to me that the current DOA Administration has opted for a more dictatorial approach and will attempt to steal our hangars from us. Once again unacceptable!

Please vote against this proposal and leave the current agreements as they are.

[redacted]

RECEIVED
JUN 06 2018
Dept. of Airports

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DOA's Egregious Acts

Todd McNamee, Director of Airports has stated, he wants *all hangars to be owned by the County*. In attempting to do so, he crossed the line, a line that would force tenants out of their property and could lose the County $18,000,000 worth of taxable property annually.

One of McNamee's many strategies is to force Hangar Owners into financial distress using the "90 Day Vacancy Requirement" when they can't sell their hangars, (a problem he created), and to eliminate "Subleasing" that could pay for ongoing fees and expenses until finding buyers, buyers that continue to back out after discovering McNamee's Lease unacceptable.
His latest strategy is to force owners into a "Reversion" lease that would takeover privately owned hangars at no cost to the Department of Airports but would cost the County dearly and tens-of-thousands would disappear from the owner's investment.

The following actions, distortions and misrepresentations being used to further his agenda:

- He altered definitions in the Existing Lease and posted them, bringing down hangar values.
- He's using erroneous information to force-out Hangar Owners financially or otherwise.
- He claims Subleasing (that would stop his plan) is prohibited in the Existing Lease. **False**
- He claims Subleasing is a prohibited Commercial Activity. **False**
- He claims Subleasing is a prohibited Assignment or Transfer. **False**
- He claims Subleasing would cause pilots to lose affordable storage. **False**
- His website statements deterred Hangar buyers, sales dropped and prices dropped.
- McNamee's actions are forcing the Assessor's Office to refund property taxes.
- When confronted, he created a new "Proposed" lease adding terms to satisfy his agenda.
- He altered a 1987 Grand Jury Report implying it supports his Proposed Lease. **Fake**
- He claims Subleasing would deny hangars for the 130 plus on the rental Wait-List. **False**
- He claims *"tenants have difficulty separating the value of their hangar from the value of County-owned land"*. **False and Misleading**
  Hangars are purchased and sold at **"Fair Market Value"**
  Hangars are appraised at **"Fair Market Value"**
  Hangars are taxed at **"Fair Market Value"**
  Government purchases at **"Fair Market Value"**
  McNamee's own Appraiser set hangar prices at **"Market Value"**

- Mcnamee's "Reversion" lease removes all hangars from Property Tax Rolls.
- McNamee's "Tiered" lease imposes new burdens violating "Statutory Retroactivity" laws.
- Did McNamee authorize using Annual Service Contract Budget to pay Lease consultants?
- McNamee claims the need to "Modernize" Lease but provides no plausible data or proof.
- McNamee argument claims San Luis Obispo Airport has a "Reversion" lease. **False**
- McNamee claims Sonoma County gets 50% of profit when hangar is sold. **Misleading**
  Only if sold early, within 2 years of Commencement Date.
- McNamee claims renting of hangars could be seen as "Revenue Diversion". **False**
- Several of McNamee's policies conflict with State and Federal law.
- McNamee's hand-picked Ad Hoc committee continues to disagree on proposed stipulations.
- FAA, AOPA, the County Assessors Office and Tenants disagree on his policies.

- Additional Details and Documentation attached.

The following list expands with twelve examples of the Director re-defining lease terms, altering documents and distorting Federal guidelines:

McNamee stated he would purchase hangars but wanted them at the lowest price possible. He then set-out to diminish hangar values by placing erroneous claims on the County's website.

(1)
ALTERING THE LANGUAGE IN THE EXISTING LEASE AGREEMENT

NOTE: "Subleasing" is critical to a Hangar Owner in saving his/her property when it can't be sold and ongoing expenses continue. McNamee wants to prohibit Subleasing to financially cripple the Owner. The following are attempts to do so:

"THIS LEASE [OR LICENSE] IS PERSONAL TO THE LESSEE [OR LICENSEE], AND SHALL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OR ASSIGNED." McNamee inserted - ***"The above language does not use the term "sublease," but it prohibits subleasing nonetheless..."***

FALSE: Assignments and Transfers are **NOT Subleases**.

See: Reed v. South Shore Foods, Inc., Barkhaus v. Producers Fruit Co. and Hartman Ranch Co. v. Assoc. Oil Co.

Under a SUBLEASE, the original lease between the landlord and the tenant remains in place, unaffected.

"County shall not unreasonably withhold from the tenant; **the right to sublease**" See: REQUIRED MINIMUM STANDARDS FOR AERONAUTICAL SERVICES FOR VENTURA COUNTY AIRPORTS APPENDIX II LEASING GUIDELINES Section 11 pg. 22

(2)
REDEFINING "COMMERCIAL ACTIVITY"

"SUBLEASING" is not permitted because it's a "Commercial Activity". In the Existing Lease, It is not, yet McNamee states he "considers" Subleasing to be a Commercial Activity.

FALSE CLAIM: U.S. v Breed - "Subleasing" is **NOT a "Commercial Activity"**.

IRS Section 892 - Definition of Commercial Activity — a trade or business within the United States...connected with a trade or business — commercial activities show a frequency and continuity —they manifest a frequency and continuity, and are pursued in a manner comparable to commercial activities Reg. § 1.513-1(c)(1)

See "REQUIRED MINIMUM STANDARDS FOR AERONAUTICAL SERVICES FOR VENTURA COUNTY AIRPORTS" — "Commercial Activity" defined agrees with the above.

A "COMMERCIAL ACTIVITY" CAN ONLY BE CONSIDERED AS SUCH IF SPECIFICALLY STATED IN THE LEASE AND THE LESSEE AGREES.

(3)
FLAWED LOGIC

"Subleasing would compete with County owned hangars that would cause prices to go up and pilots would lose access to affordable storage."

FALSE: Subleasing would provide MORE available space and the WAIT-LIST would be REDUCED.

"Fair and open competition means lower prices and greater choice."
http://www.amd.com/en-us/who-we-are/corporate-information/competition/benefits

(4)
HYPOTHETICAL REASONING

"Subleasing creates an arrangement where the County does not have a direct relationship with physical tenant on airport."

FALSE: Sublessee hangaring an airplane could have a closer physical relationship.

Under a "SUBLEASE", the original lease between the landlord and the original tenant still remains in place — unaffected.

(5)
ALTERING AN OFFICIAL DOCUMENT

McNamee - "1987 Ventura County Grand Jury Report that is compelling staff to make this recommendation"

> The Camarillo Airport was opened as a civilian airport in 1976 and there was immediate demand to store aircraft at the airport. When the County began operating the airport, it had no monetary funds for the construction of hangars, and offered space to private individuals to install privately owned storage hangars in the early 1980's under a month-to-month license agreement. The month-to-month agreement was used because the airport had not yet published an Airport Master Plan and it was unknown whether the hangars would be able to remain in the locations they were placed, or at all. According to prior airport administrators Thomas Volk and Christopher Kunze, in conversations held in March 2018, the intent of airport management who opened the airport in the 1970's was not to create a perpetual lease with no reversion at Oxnard or Camarillo airports. A 1987 Ventura County Grand Jury Report recommended moving toward County ownership of all aircraft storage hangars at the airports.

MCNAMEE'S VERSION OF THE REPORT (ABOVE) WAS ALTERED. THE WORD "<u>FUTURE</u>" HAS BEEN REMOVED TO IMPLY "<u>ALL</u>" HANGARS SHOULD BE PUBLICLY OWNED.

THIS IS THE ACTUAL REPORT -

> 6. The Board of Supervisors, and those making recommendations to the Board, should consider public ownership of all future aircraft storage hangars at County Airports, and should adjust user rents and fees, where appropriate, in an effort to recover all costs.

(6)

OBFUSCATING FACTS

McNamee:
"Tenants appear to have difficulty separating the value of their hangar from the value of the County-owned land on a popular airport, on which the hangar sits."

McNamee is ignoring that hangars;

Are appraised at **"Fair Market Value"**
That owners purchase at **"Fair Market Value"**
That hangars are taxed at **"Fair Market Value"**
That government purchases at **"Fair Market Value"**
That his own Appraiser Reports **"Market Value" (MAI Hoffman, Vance & Worthing)**

Director appears to be out of touch:

EXAMPLE: Avalon Harbor Mooring #232, a floating ball attached to a rope - $749,000

(7)
MISCONCEPTION

"The County owns the land, therefore it would not be appropriate for the County to pay the tenants for something the County already owns."

McNamee is apparently unaware, Federally funded airports are owned by the Taxpayer. **GSA, 23.3.** The instrument of conveyance from the federal government specifies the right to have property interest revert to a federal agency (FAA) and title revest in the United States.

(8)
CHANGE IN STRATEGY

MCNAMEE DISCOVERS "REVERSION" COST NOTHING TO TAKE HANGARS.

The association McNamee joined is the AAAE, American Association of Airport Executives. A regular speaker at their conferences is Michael A. Hodges, President and CEO of Airport Business Solutions. He is hired by AAAE as the 'Reversion Expert' on the most effective ways of removing you from your hangar property.

Michael Hodges makes no apologies for damages suffered to property owners and their families, to local counties or cities losing property taxes for hospitals, education, police protection, to the accuracy of Federal Obligations or to future legal consequences that should appropriately name Michael Hodges and the AAAE as accessories to such damages.

With aviation hardships increasing across-the-board, General Aviation suffers enough without these two profiteering villains telling Airport Managers what they want to hear.

McNamee's Reversion Lease states:

At the expiration of the term, **Lessee must, transfer ownership** of the Hangar and its appurtenances **to the County**, or remove the Hangar at Lessee's own expense.

PROBLEM:

McNamee's Lease removes $18,000,000 of hangar properties from the tax rolls.

*"Lessee's improvements on publicly owned property have been held subject to taxation **except** when the lease requires the improvements are to become the property of the lessor" (City and County of San Francisco v. ... App. 194)*

AOPA Vice President of Airport Advocacy Bill Dunn.

"The lessee who entered into the original lease with the airport entered into that agreement and made his investment under one set of rules, which justified the expenditure. Adding reversion provisions 'after the fact' that changes the rules to the detriment of the lessee simply isn't reasonable and could not have been foreseen as the investment was being made."

*When tenants signed their initial leases, they had no indication that they could be sent away empty-handed at the end of the lease. AOPA told the commission it should consider alternatives to springing this sudden change on leaseholders who have made significant investments in the property. If the commission pushes forward in adding reversionary provisions to leases, it should only consider them for **new leases, not renewal of existing leases.***

(9)

CONFLICTING STATUTES

ASSIGNMENT AND SUBLETTING The interest conveyed by this Agreement is personal to the Lessee, and **may not be transferred**, in whole or in part, **sublet**, assigned, or otherwise encumbered, either voluntarily or by operation of law. Any attempt to transfer or assign this Agreement is void and will constitute a Default.

Absolute restraints on Transfers are VOID - California Civil Code Section 711, Civil Code - CIV § 2938GSA Dec. 21, 1977 Quitclaim Deed, KCMA to County, para. 7B, Book 5019, page 497-499, Ventura County Records

Subleasing is allowed under REQUIRED MINIMUM STANDARDS FOR AERONAUTICAL SERVICES FOR VENTURA COUNTY AIRPORTS - APPENDIX II LEASING GUIDELINES Section 11,pg. 22

(10)
INEQUITIES

TIERED LEASE TERMS

At the expiration of the term, Lessee must, at the sole discretion of the County, either transfer ownership of the Hangar and its appurtenances to the County, or remove the hangar at the Lessee's own expense." The Tiered Terms to be.

10 years for T-Hangars from the 1970's and 80's
15 years for Box hangars constructed during the 1970's
20 years for the hangars constructed during recent years.

There is no consideration for owners that bought an older hangar in recent years. This is "Statutory Retroactivity". The California Supreme Court has ruled - "Retroactively may be applied only if it contains express language of retroactivity". The presumption against statutory retroactivity has consistently been explained as the unfairness of imposing new burdens on persons after the fact.

FAA: Most tenant ground leases of 30 to 35 years are sufficient to retire a tenant's initial financing and provide a reasonable return for the tenant's development of major facilities

(11)
LACKING TRANSPARENCY

Subject: Authorize the Director of Airports to Award Annual Consulting Services Contracts for FY 2018-2019

McNamee's request that Commission/Authorities recommend that the Board of Supervisors:

1. Authorize the Director of Airports to award **annual consulting-services** contracts for fiscal year 2018-2019 to the consultants listed in the Annual Consultant Services Contracts Summary through County of Ventura Public Works.

Tenants suggest McNamee used the airport budget to pay, **not only for Annual service contracts**, but for companies consulting as to **"best practices" for acquiring Reversion** in hangar leases. The full packet was not posted as stated in the request to Commission/ Authorities. Airport staff person Ana Castro was asked to release that Contract Summary.

UNLIMITED DISTORTIONS

From Department of Airports —

"Summary of Policies and Staff Recommendation for Privately Owned Storage Hangars"

The Camarillo Airport was opened as a civilian airport in 1976 and there was immediate demand to store aircraft at the airport. When the County began operating the airport, it had no monetary funds for the construction of hangars, and offered space to private individuals to install privately owned storage hangars in the early 1980's under a month- to-month license agreement. The month-to-month agreement was used because the airport had not yet published an Airport Master Plan and it was unknown whether the hangars would be able to remain in the locations they were placed, or at all. According to prior airport administrators Thomas Volk and Christopher Kunze, in conversations held in March 2018, the intent of airport management who opened the airport in the 1970's was not to create a perpetual lease with no reversion at Oxnard or Camarillo airports. **QUESTIONABLE - THERE WAS PLENTY OF OPPORTUNITY TO INCLUDE REVERSION IN "MINIMUM REQUIRED STANDARDS FOR VENTURA AIRPORTS, WHY WAS IT NOT INCLUDED?.**

The 1987 Ventura County Grand Jury Report recommended moving toward County ownership of all aircraft storage hangars at the airports. **FALSE - WORDING WAS ALTERED FROM "ALL FUTURE" TO "ALL" AIRCRAFT STORAGE.**

It has now been 30-plus years since these hangars were placed on the airport, even longer in some cases at Oxnard airport, with only a handful being replaced with new structures over the past several years. Staff is working with a committee of tenants to modernize the lease, and during the process have reviewed grant assurances, FAA Leasing Policy, and industry best practices. All these guidance documents demonstrate the need to transition **QUESTIONABLE, NO EXAMPLES, DATA OR EVIDENCE HAS EVER BEEN PRESENTED FOR THE NEED TO "MODERNIZE"** from what is viewed by tenants as a "perpetual" month-to-month lease to a long-term lease with reversion or removal if the hangar is no longer needed or of value, even though the notion of reversion is unpopular with the hangar owners. **QUESTIONABLE: WHY DID MCNAMEE CLAIM IN 2016 THERE WAS NO NEED TO CHANGE THE EXISTING LEASE BUT NOW INSISTS ON A NEW LEASE?**

Recommendation

Providing a five year term would satisfy the requirements of the FAA and be consistent with industry best practices, but staff does not view that as equitable. Therefore, staff will be recommending longer terms based on the size, age and condition, and perceived value of the improvements, not including the value of the land. **FAA RECOMMENDS GROUND LEASES OF 30 TO 35 YEARS TO AMORTIZE OWNERS IMPROVEMENTS.** While some tenants have claimed that the County's proposed lease terms disregard the resale value of their hangars, these tenants appear to have difficulty separating the value of their hangar from the value of the County-owned land on a popular airport, on which the hangar sits. The County owns the land, therefore it would not be appropriate for the County to pay the tenants for something the County already owns. **NOT ACCURATE -** ***"U.S. Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport... "***

After reviewing these assurances, policies, reports (including the 1987 Ventura County Grand Jury Report), industry best practices, and leases from other airports, staff's

recommendation is to transition the month-to-month leases for privately owned storage hangars to term leases with County discretion for reversion or removal.

To determine the appropriate length of term the County has considered several ways in which a term could be provided to tenants, including input from the Lease Update Committee, and concluded that a one-size-fits-all term is not justified, given the variety of hangars involved. By taking that variety into account, the County believes a tiered system would benefit the tenants and the County the most. The County proposes to set terms of leases based on a hangar's useful life, amortization of cost, and permitting status. **DISCRIMINATORY - NO CONSIDERATION FOR OWNERS THAT RECENTLY BOUGHT OLDER HANGARS. THIS IS STATUTORY RETROACTIVITY. CALIFORNIA SUPREME COURT RULED AGAINST IMPOSING NEW BURDENS AFTER THE FACT.**

Staff considered the history of "permitted hangar structures" and "permitted improvements" to the hangars by Building and Safety. After reviewing the hangar lease files it was concluded that all of the original T-Hangars and Box Hangars are unpermitted structures and that improvements to these Hangars were also, for the most part, not permitted. **STRUCTURES ARE LEGAL IF BUILT BEFORE PERMITS WERE REQUIRED AS: "GRANDFATHERED / NON-CONFORMING".** The recently installed Replacement Hangars (New Hangars) are shown as having been properly permitted structures and have a longer useful life than the original T and Box Hangar types.

Furthermore, when looking at the Camarillo and Oxnard Airports Hangar Valuation Report dated October 18, 2016, the appraisal document primarily reflects two types of hangar structures (T-Hangars, and Box Hangars) which vary in cost. With the above in mind, staff recommends the following terms:

- ? Original T-Hangars be provided a 10-year term
  OWNER OF AN $85,000 HANGAR WOULD LOSE $708.00 PER MONTH - PLUS PAY GROUND RENT AVERAGE SO. CAL. T-HANGAR RENTAL IS $375.00

- ? Original Box Hangars be provided a 15-year term
  OWNER OF A $150,000 HANGAR WOULD LOSE $833.00 PER MONTH - PLUS PAY GROUND RENT

- ? Replacement Hangars (New Hangars) that have been assembled/constructed in the past few years be provided a 20 year term

Staff recognizes the significance of this transition and is proposing longer terms than best practices would recommend as consideration for the tenants. There is value in the length of the term for the tenant, and an element of certainty is provided, for both the tenant and the County, that there will be space for the hangar and aircraft to remain located on the airport, and that the tenant will support the airport financially as well as the airport's purpose.

This model is consistent with Airport and FAA leasing policy in that a longer term is typically offered with larger capital investment by the private party. This is also consistent with airport leasing policy on long term commercial leases, and based on conversations with the FAA, staff believes providing these varying lengths of term is a reasonable approach and would not be considered unjustly discriminatory. The new lease also gives the County the option to either continue to use the hangar if it has useful life remaining or have the tenant remove it from the airport. This again complies with FAA leasing policy. **FACT: FAA LEASING POLICY COMPLIANCE - IF TERMS ARE "UNJUSTLY DISCRIMINATORY" BUT THE TENANT AGREES TO THE TERMS, THE FAA WILL NOT INTERVENE. FAA POLICY COULD ALSO ALLOW FLYING PIGS TO BE STORED IF SPONSOR AND LESSEE AGREE.**

Below are other sample leases recently reviewed by committee members and staff:

[?] **Majority of leases in the US** – long term lease with reversion.
THE MAJORITY OF REVERSION LEASES IN THE U.S. ARE NOT AIRPORTS. THEY ARE COMMERCIAL BUSINESS LEASES THAT PROVIDE A BUSINESS PROFIT USING SOMEONE ELSE'S LAND. TERM OF LEASE PLUS REVENUE EQUATES TO AMORTIZATION OF INVESTMENT.

A HANGAR SITTING ON LEASED LAND IS NOT A BUSINESS.

NO DEPENDABLE REVERSION DATA AVAILABLE ON 15,095 U.S. AIRPORTS

[?] San Luis Obispo (SBP) = extended commercial lease, that includes reversion or removal.
FALSE - "REVERSION" IS NOT MENTIONED IN SBP LEASE.

[?] Sonoma County (STS) = Remains month-to-month, but County gets 50% of profit when hangar is sold. **ONLY IF SOLD EARLY, WITHIN 2 YEARS OF COMMENCEMENT DATE**

[?] VC Department of Airports lease transfer fee is 2%, the Channel Islands Harbor is 10%.
NOT RELEVANT - REVENUE & TAXATION CODE 11911, ONLY REQUIRES DOCUMENTARY TRANSFER TAX ON LEASES OR ASSIGNMENT ON TERMS OF 35 YEARS OR MORE.

[?] **Legally not a taking.** While some tenants have claimed that reversion constitutes an unconstitutional taking of property without compensation, the claim is mistaken.
NOT EXACTLY. IF THE PROPERTY OWNER DISPUTES THE DOA'S VALUATION OR IS FORCED UNWILLINGLY INTO A REVERSION LEASE, THE MATTER OF A "TAKING" WOULD BE ULTIMATELY DECIDED IN CONDEMNATION HEARINGS. THROUGHOUT THESE PROCEEDINGS THE PROPERTY OWNER HAS ALL THE RIGHTS OF DUE PROCESS.

Where the terms of a property transfer are governed by a lease, that transfer does not constitute a taking merely because the landlord happens to be a governmental entity. In *County of Ventura v. Channel Islands Marina, Inc.* (2008) 159 Cal.App.4th 615, the County (as landlord) told a harbor tenant it could not remove improvements and did not issue permits to allow removal. The tenant sued the County, claiming the County's position amounted to an unconstitutional taking of the improvements. The Court of Appeal did not agree, saying that the existence of the lease meant this was not a taking: "To say that a breach of contract or lease implicates the Fifth Amendment to the United States Constitution or article I, section 19 of the California Constitution, stretches the meaning of those provisions well beyond reason."
In summary, the following items demonstrate the need to make this transition:
NO COMPARISON, THE CHANNEL ISLANDS MARINA WAS NOT FUNDED BY THE FAA. IT'S A "TAKING" IF NO REVERSION CLAUSE EXISTS.

[?] **January 9, 2018 FAA Letter** mentions current practices of relocating a hangar "for any reason" or with "60 days notice" as potentially unreasonable terms. This is the very nature of month-to-month leases where either party can terminate the lease without cause with 30 or 60 day notice. The FAA letter further discusses that month-to-month leases are NOT the proper vehicle for every type of hangar, specifically if there is investment by an individual or private entity to construct/install a hangar.

[?] **FAA Grant Assurance 22 Economic Nondiscrimination** in part states, "It (the sponsor) make the airport available as an airport for public use on reasonable terms and without unjust discrimination..." This supports varying terms on leases based on level of investment, and that the airport is able to, and should dictate the terms of the lease.
CAN DICTATE TERMS ON NEW LEASES ONLY. CANNOT RETROACTIVELY RE-DEFINE PREEXISTING TERMS. CALIFORNIA LAW STATES A RULING MAY BE RETROACTIVE ONLY IF IT CONTAINS <u>EXPRESS LANGUAGE</u> OF RETROACTIVITY FOR IMPOSING NEW BURDENS ON PERSONS AFTER THE FACT.

[?] **FAA Grant Assurance 24 Fee and Rental Structure** discusses how an airport will be self-sustaining. When reversion occurs, rental rates transition from ground lease rates to facility lease rates, thus generating more revenue for the airport.

[?] **FAA Grant Assurance 25 Airport Revenues** in part states that all revenues generated at the airport shall remain on the airport and be reinvested into the

airport for its maintenance and development. The ability for private hangar owners to sell hangars without the County also benefitting could be viewed by the FAA as revenue diversion.
FALSE - FAA REVENUE DIVERSION RULES APPLY TO PUBLIC AGENCIES, NOT TO PRIVATE INDIVIDUALS.

Subleasing hangars in competition with the County's renting of hangars could also be seen as revenue diversion,
FALSE - FAA REVENUE DIVERSION RULES APPLY ONLY TO PUBLIC AGENCIES, NOT TO PRIVATE INDIVIDUALS.

and is certainly a commercial activity that is prohibited in storage hangars.
ONLY IF THE COMMERCIAL ACTIVITY IS PERFORMED "IN" THE HANGAR. SUBLETTING OR RENTING IS NOT CONSIDERED A COMMERCIAL ACTIVITY, UNLESS BOTH PARTIES AGREE TO THAT DEFINITION. IRS Section 892

Rent from County hangars, remains on the airports and is reinvested in the airports.
PROBLEM: NO BENEFITS GO TO THE COUNTY.

Rent from subleasing private hangars leaves the airport and only benefits the hangar owner.
SUBLEASING PROCEEDS GO TO THE AIRPORT AND TO COUNTY PROPERTY TAXES. NO DOA OWNED HANGAR PROCEEDS GOES TO THE COUNTY.

[?] **FAA Grant Assurance 29 Airport Layout Plan** establishes control of the airport for the sponsor to develop the airport to best meet the needs of the local market. This includes relocation of facilities as needed.

[?] **FAA Grant Assurance 38 Hangar Construction** specifically states that an individual constructing a hangar on the airport should be offered a long term lease to amortize their investment. **FAA RECOMMENDS 30-35 YEARS**

[?] **FAA Compliance Manual 5190.6B, Leasing Policy 4.b.3. Term** states in part that "Most tenant ground leases of 30 to 35 years is sufficient to retire a tenant's initial financing and provide a reasonable return for tenant's development of major facilities. Leases of more than 50 years would be considered disposal of airport property... "

[?] **FAA Compliance Manual 5190.6B, Leasing Policy 4.b.5. Title** states in part, "Does the title to tenant facilities vest in the airport sponsor at the expiration of the lease?" which is to say that reversion of improvements is consistent with FAA policy.
"CONSISTENT WITH FAA POLICY" - IF LESSEE AGREES TO REVERSION, THE FAA WILL NOT INTERVENE.

[?] **1987 Ventura County Grand Jury Report** recommends that the Board of Supervisors consider having "**all**" storage hangars on the airports be owned by the County. **FALSE - MCNAMEE ALTERED THE GRAND JURY REPORT. THE ACTUAL REPORT STATES "ALL FUTURE" HANGARS..."**

[?] **ACRP Report 47, Sections 2.2.5, 2.2.10, and 6.2.5** discuss lease term and reversion as industry best practices.
AOPA - ACRP REPORTS ARE NOT MANDATES, FAA REGULATIONS ARE.

? **Ventura County Airports Policy Review Privately Owned Aircraft Storage Hangar Agreements.** A staff commissioned report by Aeroplex/AeroLease that discusses leasing practices with regard to consistency with FAA policies and best industry practices. The report suggests that staff should offer up to a five year term with reversion for all privately owned storage hangars.
AGAIN, AOPA - PROFIT MOTIVATED ASSOCIATIONS SUGGESTING TERMS AIRPORT MANAGERS "WANT TO HEAR" ARE NOT MANDATES, FAA MANDATES ARE.

? **Possessory Interest Tax.** The Ventura County Assessor's Office assumes tenant will be in private hangar at least ten years based on the substantial investment made. Actually providing a lease that will match this provides another element of consistency.
NOT CONSISTENT ARE THE MANY TERM LENGTHS MENTIONED IN THIS STAFF RECOMMENDATION. .

TENANTS CONCERNS ARE THAT POSSESSORY INTEREST, A TAX PAID BY TENANTS TO - *"EXERCISE SIGNIFICANT AUTHORITY AND CONTROL OVER THE MANAGEMENT OR OPERATION OF THE REAL PROPERTY, SEPARATE AND APART FROM THE POLICIES, STATUTES, ORDINANCES, RULES AND REGULATIONS OF THE PUBLIC (AIRPORT) OWNER OF THE REAL PROPERTY"* - BE OBSERVED. Title 18, Public Revenues California Code of Regulation

[redacted]

om: [redacted]
Sent: Friday, June 08, 2018 11:21 AM
To: AirportInfo
Cc: [redacted] Bennett, Steve; Parks, Linda; Long, Kelly; Supervisor Foy; Zaragoza, John
Subject: Storage Hnager Lease Input

[redacted]

June 8th, 2018

County of Ventura
Department of Airports
555 Airport Way
Suite B
Camarillo, CA 93010

RE: Response to Ventura County department of Airport request for feedback on the Proposed tenant Ground Lease.

To Whom it May Concern:

We are owners of a box hanger at Camarillo Airport. We purchased our hanger at a great expense when we in fact wanted to rent a hanger. There were no hangers available the two points we needed one over the last ten years when we have transitioned thru three planes. We did put our name on the list when we purchased our first plane, ten years waiting for a hanger. People have purchased expensive planes that need to be cared for and protected from the elements to remain safe for operation and to retain value. So on top of investing a great amount of hard earned money on a plane we also are put in the position to have to spend much more for a hanger due to the fact that there is not enough rental hanger inventory. This had been the on-going situation at the airport for decades.

The public airport was set up and grant to the County in large extent to serve and provide for aviation for the people of local and surrounding communities. Being a tenant at Camarillo has been up to recently a great experience. Something has changed? We were taken back about the new inspection that was forced on us recently. Why did the airport feel they needed to inspect all the hangers and put new rules into place? Our privacy and freedom is very important. Flying that is so much about freedom and individual Liberty and it continues to be assaulted on by government on many levels, and we are seeing it first hand at the Venture Airports. Now out of blue the County of Ventura want to force a term commercial lease on hanger owners, and take our hangers thru reversion or a lease violation of their open ended determination. We own the hangers.

As the most recent Town Hall gathering presentation indicated the airport opened to the public in 1978. The airport had to allow individuals to pay for a put up hangers because the department did not have the money to do so. The understanding was that at some point the airport would buy back the hangers from the individual owners. In 1987, nine years later, it was recommended by a Grand Jury report that the county again should own all the hangers. It is now 2018, forty years later, and the hangers are stilled privately owned. The County has failed to buy the hangers back for decades, and now the fair market values have increased to close to $18 million. The County has put itself in this position from lack of planning and ot following thru and being responsible with buying the hangers back more than 30 years ago. The County has built some large box hangers over the last few years, and it is not clear if this has made any effect on the specific size demand or if they are all leased. The lease we have we are reminded by the Department of Airports is month to month or 30 day, but by the County not buying back the hangers decades ago and making assurance over this time that the 30 day was only

there for unusual unexpected circumstances, as millions have been spend in the free market exchange between parties, has resulted in a mutual understanding of a perpetual lease. This is why so many people have paid such large amounts of money for hangers. The Department of Airports has been well aware for decades what people have been investing in the angers.

The value of the hanger's is determined by what someone is willing to pay for it, what we have paid for it. The useful life of each hanger is based in a physical determination based in fact and not a general or typical expectation. The care and quality of a hanger can lead to a life far exceeding a manufactures expected life. New Hangers are leased for 20-25 years, yet they will last 50-75 year? It is also clear that the value of the private hangers is based on the free market exchange since this is what the County Assessor bases their tax rate on. The Assessor doesn't figure in an expected life. Also some people have financing on hangers based on their fair market value and not the hanger structure value.

Something is going on here? Why does the County of Venture Department of Airports at this particular point in time appear to be setting in place efforts to take all the hangers from its owners? Is there something underhanded going on? Is it just about a power and money grab? The County wants in on a piece of a private citizens free market transaction? Is there behind the scenes discussions and dealings because Santa Monica Airport is closing in 2028? Big players and big money need to find a new home? Maybe it is some of all of the above. We see some evidence of how the County leans when the proposed Lease gives shorter terms for the small hanger owners and longer ones for the big owner hangers. The little small money generating guy is not preferred, causes "revenue diversion" perhaps, and gets the short end of the stick. Very concerning to us and has the appearance of being illegal. The county airports should be supporting aviation big and small, low budget pilot to the rich and corporate. All pilots have to start in small aircraft. The way this is done that there needs to be a balance so that citizens can afford to enter into becoming private pilots, owning planes, having hangers, and then possibly becoming commercial pilots for private, business, emergency services and military. The municipal airports should and must work for all the people and not plane owners and businesses that generate the most money for the airport. The airports are to serve the people's needs, and not the other wat around. This is The United States of America right?

The current Lease proposal is inadequate, with over burdensome restrictions, and open ended non-specific breach of lease xposure. This is not good public policy. We oppose the Lease as written, and any Lease that is less than 35 years, and reversion. We are open to and would prefer the County of Ventura buy our hanger at the price we paid for it with a Lease to rent it back for 20 years at a reasonable current market rate, with option to extend and transferable. The airport was granted to the County to serve the people of the community. We will not let you take our hanger, take any of the money we invested in our hanger, and we will seek legal action to assure our hanger use and financial investment is preserved.

Sincerely

[redacted]

RECEIVED
JUN 11 2018
Dept. of Airports

LEASE REFERENCES

Response to Ventura County Department of Airports request for feedback on the Proposed Hangar tenant Ground Lease.

Submitted by: [redacted] Hangar Number: [redacted]

Please register my opposition to the following clauses of the Proposed Lease:

9) **Term:** The existing Month to Month lease has served us well for decades and there is no FAA, legal or other justification to change it to one with reversion other than a blatant taking of private property. The FAA considers a lease that exceeds 50 years to be excessive. 30 years is fair and reasonable. The current wording is too restrictive. No one can accurately predict the environment and needs of our airport 30 years into the future.
The wording should be changed to "At the expiration of the term, ***absent of any agreement between the County and Lessee***, Lessee must, at the sole discretion of the County ..."

The new lease should be a 30 year term lease without reversion and should provide for the opportunity to renegotiate a reasonable extension.

31) **Assignment and Subletting:** and

32) **Sale of Hangar:** The wording of these clauses need to be modified so that it is clear that if the Hangar is sold before the end of the 30 year term, the new owner will be allowed to either assume the existing agreement or initiate a new identical agreement for the remainder of the term.

11) **Immediate Termination:** The current wording allows for immediate termination and eviction from the airport for violation of "ANY ... REGULATION". That would include jaywalking. Please adjust the way this clause is written to make it reasonable. Possibly change "Any" to "Any material"

5) **Progress Inspections:** and

8) **Additional Stored Aircraft:** If the primary aircraft in a hangar is airworthy or is a project plane making acceptable progress, then any additionally stored aircraft or aircraft projects should not need to be in compliance. Please reword these clauses to make it clear that there is no airworthiness or progress requirement for additionally stored aircraft or aircraft projects. It is my understanding that this was agreed to by the entire Ad-Hoc committee but the correction was somehow overlooked in this version of the agreement.

7) **Vehicle Storage:** Thank you for allowing one stored vehicle. The lease as currently written could be interpreted as not allowing a stored vehicle if the hangar is smaller than 2000 Sf. Please correct this.

13) **Indemnification:** The tenant notice requesting this feedback states that this clause "has been rewritten to make indemnification mutual." This is not the case. As written the current wording states, "Lessee agrees to defend, indemnify, and save harmless the County" for almost everything. It goes on to say. "Lessee agrees to waive all rights of subrogation against the County for" almost everything. This clause is defiantly not mutual or equally reciprocal and needs to be rewritten.

15) **Lien:** I oppose placing a preemptive lien on my property. There is no basis to do so and such a lien is not typical of other similar airport hangar Lease Agreements. To require one is offensive, unnecessary, and does not promote a positive working relationship between Lessee and County.

??) **Default Cure:** The tenant notice requesting this feedback states that a default cure process has been added. Where is it?

Additional comments or recommendations: _____

_____

_____

Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: ~~Attn:~~ Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

RECEIVED
JUN 08 2018
Dept. of Airports

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Email to: airportinfo@ ventura.org

If you wish to copy the County Supervisors: steve.bennett@ventura.org Linda.parks@ventura.org Kelly.long@vetura.org supervisor.foy@ventura.org John.zaragoza@ventura.org

Mail to: Attn: Storage Hangars, Dept. of Airports, 555 Airport Way, Suite B Camarillo, CA 93010

[redacted]

om: [redacted]
Sent: Friday, June 08, 2018 3:34 PM
To: AirportInfo
Subject: Hangar Lease Farse

DEPT. OF AIRPORTS
Re: "REVERSION" (a.k.a. SEIZURE) OF PRIVATELY OWNED HANGARS
Todd McNamee, Director of Airports
Jorge Rubio, Deputy Dir. Of Airports

To whom it may concern,

The "reversion" of personally owned hangars at KCMA and KOXR that the Department of Airports presented at the "Town Hall Meeting" on June 7 was a breach of everything ethical in the United States!? The presentation was completely misleading, nothing was quoted correctly, facts were distorted and any reasonable question could not be answered.

- The report was not based in fact
- The consultant that gave the Dept. of Airports "the report" has a stake in what happens
- They reported hangars have no market value (so why do I pay taxes on it?)
- The Assessor's office was misquoted
- The FAA was misquoted
- The hangar owners were misquoted
- They say there is no plan moving forward (they'll come up with something in the future!?)
- The reversion plan as presented is unconstitutional

Curiously, in each instance, the misquote was in the Dept. of Airport's favor.

There was nothing presented that "protects our investments" as they claim. Just the opposite. We invest in our hangars and our airplanes. The "amortization story" they danced around does not sit well with anyone who has purchased a hangar, especially in the last 20 years, or invested in improvements to their hangars at any time.

The Dept. of Airports made a deal with us and now wants to change the deal without our consent. There NEVER was talk of reversion (till this year) and we were promised no one was kicked out of our month-to-month lease.

There are so many other inconsistencies, but we'll start with these.
Please pull the plug on this farce!

[redacted]

CC
Supervisor Steve Bennett
Supervisor Linda Parks
Supervisor Kelly Long
Supervisor Peter Foy
Supervisor John Zaragoza

Virus-free. www.avg.com

[redacted]

om: [redacted]
Sent: Friday, June 08, 2018 4:34 PM
To: AirportInfo
Subject: Hangar Lease - Objection

I respectfully submit that the new proposed lease agreement is written one sided one I could not agree with.

The "reversal" clause appears to be simply a "taking of property" and in my opinion is preposterous and illegal.
Other paragraphs such as "11 Termination" are untenable because they are simply constructed to "get" a hangar owner, allowing the airport to terminate a lease.
The airport authority seems to completely miss the point that all hangar owners positively contribute to the airport environment. We pay for maintenance and upkeep of these hangars.
Most all hangar owners are citizen of Ventura County and deserve to be treated with respect.

I propose that a lease of a certain agreed upon timeframe (25 years or 30 years) be issued with the option to renew the lease for another such period in perpetuity.
Should a hangar owner not comply with agreed upon rules and regulations then airport authority should act upon the individual in violation and not "punish" the rest of the owners who are in good standing.

[redacted]

[redacted]

m: [redacted]
Sent: Friday, June 08, 2018 5:56 PM
To: AirportInfo
Subject: Storage Hangar Lease Input

I went to the town hall meeting on 6-7-18 and listened to speakers much more articulate than myself speak on the unfairness of the reversion clause. Our hangars helped start the airport and 35+ years later you want to change the rules. I spoke to the office staff when I bought my hangar and they stated that the hangars were never moved or taken away. I never would have bought my hangar had there been any indication that the airport was going to suddenly change the past practice of the hangar leases. The airport representative stated that we were mistaken as far as the value of the hangars. The County is happily taxing me on the amount that I paid. So who is right? The new leases are not fair for the people that support your airport!

[redacted]