

THIS LEASE IS A DRAFT THAT INCLUDES ITEMS PRESENTED
BY STAFF AT THE HANGAR TENANT TOWN HALL MEETING
HELD AUGUST 17, 2017.

STAFF IS COMPILING THE COMMENTS MADE BY TENANTS AT
THE TOWN HALL MEETING, AND DEVELOPING A PROCESS TO
FURTHER UPDATE THE LEASE WITH PARTICIPATION FROM
TENANTS.

ADDITIONAL INFORMATION WILL BE COMING SOON.

**MONTH TO MONTH PRIVATELY OWNED AIRCRAFT STORAGE
HANGAR GROUND LEASE AGREEMENT**

This Agreement is made and entered into, effective on the date last written below, by and between _____ (Lessee) and the County of Ventura, acting by and through the Director of Airports, Department of Airports (County). In consideration of the mutual covenants in this Agreement, Lessee and County agree as follows.

1. County grants to Lessee the right to occupy and use the land occupied by the relocatable aircraft storage hangar described below (Hangar) for the sole purpose of storing in the Hangar the below-described aircraft (Aircraft) and other personal property described in this Agreement.

Hangar number

Airport

Aircraft make and model

FAA Registration (Tail) Number

Lessee and registered owner

Telephone number

Address

Business telephone number

Cell phone number

E-mail address

Type of pilot's certificate

Pilot's certificate number

Insurance company

Policy number

NOTE: For Aircraft Under Construction (defined in Section 4) see section 12 for documents required in lieu of insurance certificate.

The precise location of the Hangar is subject to County's discretion and modification.

2. Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft, its associated aeronautical equipment, minimal furniture (example: desk, chair, couch) to support the use of the hangar for pilot flight planning and the like, and supplies for minimum owner maintenance of the Aircraft. Both the Aircraft and the Hangar described in this Agreement must be ~~registered to and~~ owned by Lessee. ~~Registration and ownership~~

Ownership of the Aircraft ~~and Hangar~~ must be shown by providing a copy of one or more of the following documents to the ~~Director of Airports (Director):County~~: (a) a current copy of the FAA Certificate of Aircraft Registration listing Lessee as the registered owner of the Aircraft, (b) a valid aircraft lease naming Lessee as the exclusive lessee of the Aircraft, (c) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Aircraft sufficient to give Lessee sole possession and control of the Aircraft.

Ownership of the Hangar must be shown by providing, and (d) documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has an equitable ownership interest in the Hangar sufficient to give Lessee sole possession and control of the ~~Aircraft~~Hangar. ~~Registration and ownership~~

~~2.~~ Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of the ~~Director County~~ at or before the following events: (a) execution of this Agreement, (b) replacement of the Aircraft, (c) any change in ownership of the Aircraft or Hangar, and (d) as requested by the ~~Director County~~. Any documentation showing ownership as required by this section must, in addition to Lessee, also show every other owner of the Aircraft and every other owner of the Hangar. Should Lessee dispose of the Aircraft, by sale or other method, the Hangar may not remain vacant for more than ninety (90) calendar days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld.

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Lessee must notify County in writing at least fifteen (15) days in advance of Lessee's intent to sell the hangar. County may offer to purchase the hangar if deemed in the best interest of the County and the parties agree on purchase price., ~~and must offer the County a right of first refusal to purchase the hangar at such a time the owner proceeds to sell the hangar in place. County will respond to hangar owner in writing within five (5) calendar days of its decision whether to purchase or not purchase the hangar.~~ Should the County decline to purchase a hangar, and upon a request to transfer a hangar to a private party, Lessee must submit to County for its approval a month-to-month Privately-Owned Aircraft Storage Hangar Ground Lease Agreement. ~~for privately-owned aircraft storage hangars may be approved and executed by County with the buyer, provided the purchase price is no more than 15% less than the price first offered to the County. Failure on the part of the hangar owner to act in good faith may result in the transfer not being approved.~~

Further, at the time Lessee notifies County of intent to sell the hangar, Lessee must provide an inspection report to County that demonstrates that all improvements made to hangar by Lessee comply with Ventura County Building and Safety Codes. Failure to do so may result in County not approving the transfer.

3. Except where the Aircraft is an Aircraft Under Construction (defined below), the Aircraft must be airworthy. To demonstrate that the Aircraft is airworthy, Lessee must produce current records documenting successful completion of a required annual airworthiness condition inspection conducted by an inspector certified by the FAA. The Director-County may, at any time, require Lessee to demonstrate that the Aircraft is airworthy. Lessee must produce the required documentation within 30 days of the date that the Director-County requests such demonstration.

Except for an Aircraft Under Construction, storage of an aircraft in the Hangar that is not airworthy, or Lessee's failure to submit appropriate documentation when requested by the Director-County may, in the sole discretion of the Director-County, result in termination of this Agreement. Any aircraft, other than an Aircraft Under Construction, that is not airworthy must be removed from the Hangar as provided by this Agreement.

4. One non-airworthy aircraft in the process of being built or extensively restored (Aircraft Under Construction) may be stored in the Hangar. Before storing any Aircraft Under Construction, Tenant must first obtain County's written consent. The County reserves the right to inspect an

Aircraft Under Construction every 90 days to ensure demonstrable progress toward completion is being made and to ensure the hangar is not being used to merely store aircraft parts. Where the Hangar is being used to store an Aircraft Under Construction, no Additional Stored Aircraft, and no Motor Vehicle may be stored in the Hangar.

5. Upon prior written approval of the County, Lessee may replace the Aircraft with another aircraft. To obtain approval, Lessee must provide to the County the replacement aircraft's make, model, and FAA registration number, and the ownership and airworthiness documentation required above. Approval of the proposed replacement aircraft will be at the sole discretion of the County. If approval is granted to replace the Aircraft, the Aircraft must be replaced with the approved replacement aircraft within ninety (90) days, except upon written approval by County when Lessee has demonstrated a need for a longer period, and approval will not be unreasonably withheld and this Agreement must be amended to reflect the replacement aircraft as the new Aircraft. Replacement of the Aircraft will not constitute an assignment prohibited by this Agreement. Failure to obtain approval for any replacement aircraft, failure to timely replace the Aircraft, and failure to amend this Agreement are grounds termination of this Agreement.
6. Upon prior written approval of the County, and if the Hangar is not being used to store an Aircraft Under Construction, Lessee may store one Motor Vehicle registered to Lessee, in addition to the Aircraft, in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars. "Motor Vehicle" has the same meaning as provided by Vehicle Code section 415, except that "Motor Vehicle" does not include any boat, personal watercraft, or "recreational vehicle" as that term is defined by Health and Safety Code section 18010. Conditions may arise where it may be necessary for the County to withdraw temporarily or permanently, without prior notice, the privilege of parking a motor vehicle in the Hangar. Failure to obtain approval for storage of a Motor Vehicle, failure to store the Motor Vehicle in compliance with the FAA Policy on Non-Aeronautical Use of Hangars, or failure to remove any stored Motor Vehicle upon request, and storage of any vehicle not authorized by this Agreement are grounds for termination of this Agreement.
7. Upon prior written approval of the County, if space permits, and if the Hangar is not being used to store an Aircraft Under Construction, Lessee may store a second additional aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. Unless it is an Aircraft Under Construction, the

Additional Stored Aircraft must be airworthy. The Additional Stored Aircraft must be registered with the Department of Airports and is subject to all laws, rules, regulations, and terms of this Agreement, in the same manner and to the same extent as the Lessee and the Aircraft. This Agreement must be amended to reflect the addition of an Additional Stored Aircraft. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute an assignment prohibited by this Agreement. Failure to obtain approval for storage of any additional aircraft and failure to amend this Agreement are grounds for termination of this Agreement.

8. The term of this Agreement commences on the date last written below and extends for a period of one (1) calendar month. At the end of the above and any renewed term, this Agreement will automatically renew with the same terms and conditions unless modified or terminated as provided in this Agreement.
9. Either party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice by certified mail to the other party.
10. County may terminate this Agreement immediately, at any time and without prior written notice, in the event Lessee violates any law, rule, regulation, or lawful instruction of any Department of Airports servant or agent, or in the event of the disregard or breach of any of the terms or conditions of this Agreement.
11. Lessee hereby releases and discharges County from all claims and demands by Lessee or Lessee's heirs or assigns, for loss of or damage to Lessee's property and Lessee and Lessee's heirs and assigns agree to indemnify County against, save County harmless from, and defend County against all costs and expenses, including attorney's fees, and all liability, claims, and demands of others for loss of or damage to property or injury to or death of persons, that may result directly or indirectly from any operation under this Agreement. Lessee agrees to pay County in full and promptly upon demand for any and all loss of or damage to County's property caused by or resulting from any operation of Lessee under or in connection with this Agreement.
12. Lessee must maintain and keep in force during the term of this Agreement, for the mutual benefit of County and Lessee, at Lessee's sole cost and expense:
 - (a) Aircraft Liability. Bodily injury including occupants and property damage liability, \$100,000 each person, \$100,000 property damage, \$500,000 each accident. Seats may be excluded.

(b) The above policy/policies must name the County of Ventura and Department of Airports as additional insured. An additional insured endorsement and a certificate of insurance must be provided with a 30-day cancellation notice. For aircraft, which are out of License, not airworthy, or Aircraft Under Construction, a signed statement to that fact with a promise to obtain the required insurance before operating said aircraft shall be filed in lieu of the certificate. The County of Ventura Department of Airports must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.

13. Lessee hereby grants to County a lien against the Hangar, Aircraft, and all personal property that Lessee stores in the Hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all unpaid amounts, County is hereby granted and has the right to take and recover possession of the Hangar and satisfy its lien in accordance with sections 1208.61 through 1208.70 inclusive of the California Code of Civil Procedure, and County may also take and recover possession of the stored Aircraft and personal property, without notice or other action, and exercise its lien against the same and have and recover all costs and expenses including attorney's fees in connection with the repossession of said Hangar, Aircraft, or personal property and assertion of the lien.
14. County is not responsible for any theft, loss, injury, damage, or destruction of the Hangar, Aircraft, or other property stored in the Hangar, or for injury to Lessee.
15. Lessee agrees to abide by all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and offices thereof, including, but not limited to, the Airports Ordinance Code (Ventura County Ordinance Code section 6501 et seq.), the most current Department of Airports Rent and Fee Schedule, and the FAA Policy on the Non-Aeronautical Use of Hangars, Docket Number FAA 2016-0463 of the Federal Register, dated June 15, 2016, or the current version thereof, which may be amended from time to time, and which is incorporated here by this reference.
16. Any aircraft occupying the Hangar in violation of the Airports Ordinance Code; this Agreement; or local, state, or federal law must be removed

by its owner from the Hangar within forty-eight (48) hours of the date of written notification by the ~~Director or his designee~~County that the aircraft must be removed. An aircraft not timely removed from the Hangar may be removed by the ~~Director~~County and moved to any other place on the airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft must be paid by the aircraft owner. Once moved to another location on the airport, the aircraft owner must remove the aircraft from the airport within three (3) days of its removal from the Hangar. If, after such time, the aircraft is not removed from the airport, the ~~Director~~County may commence lien sale proceedings as provided by law.

~~17.~~ Lessee may not conduct any commercial activity in or near the Hangar, and the Aircraft located in the Hangar may not be used for commercial activity. Any such use, without a commercial lease or amendment of this Agreement allowing such use, constitutes grounds for immediate termination of this Lease.

~~17.~~

18. If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than at repair facilities established at the airport, Lessee must give written notice of such intention to the ~~Director~~County before commencement of any work. Said notice must state the name, address, and qualification of any person who will perform the work, and County may refuse to permit and may stop any work. This section does not limit the Aircraft owner's or pilot's authority to work on the Aircraft, as permitted by FAA Regulations, in areas on the airport approved by the ~~Director~~County.

19. Lessee may not, by his own or his agent's actions, cause any increase in the County's insurance rates or damage to the County's property. The use of power tools that in any way increases the hazard of fire is strictly prohibited. All uses of the Hangar must conform to all airport rules and regulations and local building and fire codes.

20. Lessee may not, in or near the Hangar, do or permit others to do any of the following: use combustible chemicals or cleaning solvents, stripping, washing, painting, welding, or fuel system repair. Lessee may perform the foregoing activities only in a location assigned for that purpose by the County.

21. Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.

22. Lessee must comply with all applicable federal, state, and local airport security and access requirements and policies, as updated or

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implemented from time to time. Lessee is responsible for ensuring that Lessee's employees, agents, and guests comply with all applicable security and access requirements and policies. Lessee accepts the responsibility for all access keys, cards, or other media issued to others at Lessee's request. At the termination of any such arrangement, Lessee must notify airport management retrieve such access media immediately and return it to the airport office.

23. Lessee must permit County and its authorized agents free access to the Hangar at all reasonable times for the purpose of inspection or for making necessary improvements, including, but not limited to, an annual inspection of Lessee's fire extinguisher and inspections to confirm compliance with the terms of this Agreement.
24. Lessee must maintain the Hangar in good condition excepting reasonable wear and tear, and must make, at Lessee's own cost, all repairs and replacements necessary to that end. Lessee must paint the exterior of the hangar at least every 10 years (or as needed or as directed by County) with specifications and color to be approved in writing by County. Lessee may not make or cause to be made any alteration to the Hangar without first securing the written consent of County or its authorized agent and then only upon the terms set by County or its agent.
25. Waiver of any provision of this Agreement or of the regulations governing the use of the Hangar does not constitute a waiver of any other provision or regulation.
26. The interest conveyed by this Agreement may be subject to real property taxation and assessment. In such event, Lessee must pay before delinquency all taxes or assessments that at any time are levied by the state, county, city, or any other taxing authority upon the leased premises and any improvements or fixtures located on those premises. Lessee must also pay all taxes, assessments, fees, and charges on all merchandise, fixtures, and equipment owned or used on the premises.
27. 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 grounds for immediate termination of this Agreement.

A change of control of Lessee will constitute an assignment. If Lessee is (a) a corporation, the stock of which is not publicly traded over a national exchange, or (b) an unincorporated association, limited liability company, or partnership, the transfer, assignment, or hypothecation of

any stock or ownership interest, or voting control in such corporation, association, limited liability company, or partnership in the aggregate in excess of fifty percent (50%), whether in one or in multiple transactions, will be deemed an assignment for purposes of this section. Notwithstanding the above, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership in the aggregate, whether in one or in multiple transactions, such that less than fifty percent (50%) of the stock or ownership interest, or voting control of such corporation, association, limited liability company, or partnership remains in the original Lessee, such transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership will be deemed an assignment for purposes of this section.

28. If Lessee elects to sell the Hangar in place, Lessee must, before consummating the sale, ~~be assured by~~ assure the ~~Director of Airports or his agent~~ County, in writing, that the prospective buyer is the registered owner of the aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition of the sale, appear before the ~~Director of Airports or his agent~~ County together with the prospective buyer, for the purpose of terminating this Agreement and executing a new agreement for lease of the land occupied by the Hangar. Failure to do so will place the buyer in the untenable position of occupying space on County property without authorization to do so, and will result in legal action as appropriate.
29. Lessee must equip the hangar with a fire extinguisher appropriately mounted for easy access, of a size and type to be determined by the County Fire Department, but in no case less than 5 lb. all-purpose type filled with ABC dry chemical.
30. Lessee agrees to pay as consideration the posted monthly rent in advance, within fifteen (15) days after the first (1st) day of each and every month of the term. Partial months will be prorated. Failure to pay monthly in advance will automatically result in termination of this Agreement, and any further use of the Hangar after such termination will be charged at the standard daily fee. Rent charged and lease deposits required will be those specified by the Board of Supervisors in the then-current Rent and Fee Schedule and will automatically change upon the Rent and Fee Schedule's approval by the Board of Supervisors. Additionally, Lessee agrees to pay County, concurrently with the execution of this Agreement, a lease deposit in the amount of one month's rent plus late fee, as security to ensure Lessee's conformance with the terms of this Agreement.

Lessee acknowledges that the late payment of rent or any other sums due under this Agreement will cause County to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any rent or any other sum due County is not received by County within fifteen (15) days after the first day of the month, a late fee of fifteen dollars (\$15) will be added to the balance due, and the total sum will become immediately due and payable to County, as liquidated damages. An additional late fee of fifteen dollars (\$15) will be added for each additional month or portion thereof that said payment remains unpaid.

Lessee and County agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Lessee's late payment. Acceptance of such late charges (or any portion of the delinquent payment) by County will not constitute a waiver of Lessee's default with respect to such overdue payment, or prevent County from exercising any other right or remedy under this Agreement.

Late payments are considered a default in the terms of this Agreement. Two or more defaults in a twelve (12) month period is grounds for termination of this Agreement.

31. Federal Aviation Administration Requirements

Compliance with requirements of Department of Transportation. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

Future Development. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

Right to Repair. The County reserves the right, but is not obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

Subordinate to rights of United States Government. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation, or maintenance of the airport. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the County and the United States, which failure continues after reasonable notice to make appropriate corrections, will be cause for immediate termination of Lessee's rights under this Agreement that are in conflict with obligations to the United States Government.

Right of Flight. There is reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight includes the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

Approach Protection. Lessee agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event future construction of a building or facility above ground level is planned for the leased premises or in the event of any planned modification or alteration of any present or future building or structure situated on the airport. This requires that FAA Form 7460-1, Notice of Proposed Construction or Alteration, be submitted to the FAA and an FAA determination received before construction of improvements or structures above ground level can proceed.

Maximum Elevation, Right to Cure. The Lessee by accepting this Agreement expressly agrees for itself, its successors, and its assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event this covenant is breached, the County reserves the right to enter the leased premises and to remove the offending structure or object or cut the offending natural growth, all of which will be at Lessee's expense.

Interference with Operations. The Lessee, by accepting this Agreement, agrees for itself, its successors, and its assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard, physical, electronic, or otherwise, including wildlife attractants. In the event this covenant is breached, the County reserves the right to enter the leased premises and cause the abatement of such interference at Lessee's expense.

Exclusive Use Prohibited. It is understood and agreed that nothing in this Agreement may be construed to grant or authorize the granting of an exclusive right within the meaning of Title 49 U.S. Code sections 40103(e) or 47107(a)(4).

War or National Emergency. This Agreement and all its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.

Airport Safety and Security Requirements. The Lessee will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area, including runways, taxiways, and aircraft aprons by vehicles, employees, customers, visitors, etc., to prevent security breaches, and to avoid aircraft incursions and vehicle/pedestrian deviations. Lessee must complete and pass an airfield safe driving instruction program when offered or required by the County. Lessee will be subject to penalties as prescribed by the County for violations of the airport safety and security requirements.

32. Notices required by this Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, with any United States Post Office facility. Such notice to the County must be addressed to ~~Director of Airports~~, Department of Airports, County of Ventura, 555 Airport Way, Suite B, Camarillo, CA 93010. Such notice to Lessee must be addressed to the address shown in section 1 of this Agreement.

Lessee and County have executed this Agreement, on this
_____ **day of** _____, **20**_____.

LESSEE

COUNTY OF VENTURA

BY _____
County Agent

Rev. 6/16/17