

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

Airport

Hangar number

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 5) see Section 14 for documents required in lieu of insurance certificate.

The precise location of the Hangar is subject to County's discretion and modification. County may compel relocation of the Hangar at any time, but County shall be responsible for all reasonable relocation/reassembly costs, including restoring the Hangar to a condition equivalent to its condition before the relocation. Should structural repairs or improvements to the relocated Hangar be required to bring the Hangar into compliance with all applicable building and safety standards and codes, or required due to deferred maintenance by the Lessee, the cost of all above-ground improvements to the Hangar will be at Lessee's own expense. The Hangar owner will be responsible for all Hangar relocation/reassembly costs when the relocation/reconstruction is at the request and sole benefit of the hangar owner, or if relocation is due to termination of the lease.

2. **PERMITTED USES** Except as described below, Lessee is permitted to use the Hangar only for storage of the Aircraft and associated aeronautical equipment; storage of equipment, tooling, and supplies for owner maintenance of the Aircraft; storage of other aeronautical, non-aeronautical, and non-commercial items; and other activities. But all uses, stored items, and activities must not interfere with the aeronautical use of the Hangar; must comply with all federal, state, and local laws, including, but not limited to, all applicable state and local building and safety standards and codes; and must comply with all federal grant assurances, guidelines, and airport deed restrictions.

3. **PROOF OF OWNERSHIP** Lessee must be an individual. Both the Aircraft and the Hangar described in this Agreement, must be owned by either: Lessee, as an individual; a single corporation of which Lessee is an officer and shareholder; a single association of which Lessee is a partner, officer, or trustee; or a non-profit flight club registered with the County, of which Lessee is a member and part owner of the aircraft. If Lessee is not the sole owner of the Aircraft, then Lessee must have sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to do so. If Lessee is not the sole owner of the Hangar, then Lessee must have sufficient authority, ownership, possession, and control of the Hangar to enable Lessee to comply with all terms of this Agreement, and Lessee warrants that Lessee has sufficient authority, ownership, possession, and control of the Hangar to do so.

Ownership of the Aircraft must be shown by providing to County a copy of the current FAA Certificate of Aircraft Registration, listing Lessee as the registered owner of the Aircraft. If the Aircraft is registered with the FAA as being owned by a corporation, then a copy of the articles of incorporation or other corporate document showing that Lessee is an officer and shareholder of the corporation must be provided to the County. If the Aircraft is registered with the FAA as being owned by a partnership, non-profit flight club registered with the County, or other association, including a trust, Lessee must provide to the County documentation showing that Lessee is a partner, officer, member, or trustee of the partnership,

association, flight club, or trust. In the ownership scenarios described in this paragraph, where Lessee is not the sole owner of the Aircraft, documentation must demonstrate that Lessee has sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to do all things required to comply with all terms of this Agreement, including, but not limited to, operate and move the Aircraft.

Ownership of the Hangar must be shown by providing documentation, including but not limited to, a bill of sale or sales contract, demonstrating that Lessee has sufficient authority, ownership, possession, and control of the Hangar to enable Lessee to do all things required to comply with all terms of this Agreement, including, but not limited to, open, access, close, secure, relocate, empty, vacate, maintain, and remove any contents from the Hangar.

Ownership of the Aircraft and Hangar must be demonstrated to the satisfaction of the 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 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 90 calendar days, except upon written approval by County when Lessee has demonstrated a need for a longer period, but in no case longer than six months, which approval will not be unreasonably withheld or withdrawn, absent Lessee's failure to make reasonable, good-faith efforts to sell the Hangar or replace the Aircraft. The Parties agree that time is of the essence for such Hangar sale or Aircraft replacement. Lessee's failure to demonstrate ownership of the Aircraft or Hangar as required by this Agreement or Lessee's failure to sell the Hangar within six months or replace an Aircraft within the time allowed by this Agreement or any extensions, will each constitute a Default.

Lessee must notify County in writing at least 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 County and the parties agree on the purchase price. Should the County decline to purchase the Hangar, and upon a request to transfer the Hangar to a private party, Lessee or such private party must submit to County, for its approval, a Privately-Owned Aircraft Storage Hangar Ground Lease Agreement with such private party.

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 the Hangar by Lessee comply with Ventura County Building and Safety Codes. Failure to do so may result in the County not approving the transfer.

4. **AIRWORTHINESS** Except where the Aircraft is an Aircraft Under Construction (defined below) or temporarily out of service while undergoing maintenance or repair, 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, upon the County's request as provided for in this Section 4 of the Agreement. The 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 County requests such demonstration.
5. **PROGRESS INSPECTIONS** A non-airworthy aircraft in the process of being built or extensively restored (Aircraft Under Construction), or temporarily out of service in the process of becoming airworthy, may be stored in the Hangar. Before storing any Aircraft Under Construction, Lessee must first obtain County's written consent. County reserves the right to inspect an Aircraft Under Construction every 90 days to ensure demonstrable progress toward completion is being made, including, but not limited to, progress shown on Lessee's written progress plan or builder's log, and to ensure the Hangar is not being used to merely store aircraft parts.
 6. **REPLACEMENT AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld, Lessee may replace the Aircraft with another aircraft. To obtain approval, Lessee must provide to County the replacement aircraft's make, model, and FAA registration number, and the ownership and airworthiness documentation required above. Upon County's approval, the Aircraft must be replaced with the approved replacement aircraft within ninety (90) days, except upon further written approval by County when Lessee has demonstrated a need for a longer period, which approval will not be unreasonably withheld. Upon such aircraft replacement, 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, or failure to amend this Agreement will each constitute a Default.
 7. **VEHICLE STORAGE** Upon prior written approval of County, which will not be unreasonably withheld or withdrawn, and upon Lessee's submission of a copy of the Motor Vehicle registration, Lessee may store one Motor Vehicle registered to Lessee or to the owner of the Hangar and the Aircraft per 2,000 square feet of hangar space, in addition to the Aircraft, in the Hangar, if done in compliance with the FAA Policy on Non-Aeronautical Use of Hangars. Additional Motor Vehicles may be stored in the Hangar temporarily, for no more than 30 days at a time, when the Aircraft is in use and not in the hangar. Extensions may be granted in writing on a case by case basis, but in no case may the additional Motor Vehicle be stored for more than six consecutive months. "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 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, failure to remove any stored Motor Vehicle upon request, or storage of any vehicle not authorized by this Agreement will each constitute a Default.

8. **ADDITIONAL STORED AIRCRAFT** Upon prior written approval of County, which will not be unreasonably withheld or withdrawn, and if space permits, Lessee may store an additional aircraft as an "Additional Stored Aircraft" in the Hangar. Storage of an Additional Stored Aircraft in compliance with this Agreement will not constitute a prohibited transfer or assignment of the interest conveyed by this Agreement. 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. 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. Failure to obtain approval for storage of any Additional Stored Aircraft, failure of any Additional Stored Aircraft to comply with all terms of this Agreement, or failure to amend this Agreement will each constitute a Default.
9. **TERM** The term of this Agreement is XX years commencing on (month/date/2018) and terminating on (month/date/year). 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 Lessee's own expense.

If Tenant holds possession of the leased premises after the expiration of the term of this Agreement or any extension thereof, with consent of County, either expressed or implied, Tenant will become a tenant from month to month, and this Agreement may then be terminated by either party for any reason by giving 60 days' prior written notice by certified mail to the other party.

10. **DEFAULT** Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of its terms and conditions (Default) the other party may, at its sole discretion, give written notice to remedy the Default. If the Default is not remedied within 30 calendar days following such notice, the other party may, at its option, terminate this Agreement. Termination as provided in this Section does not constitute a waiver of damages or any other remedy available to either party because of such Default. Each term and condition of this Agreement is both a covenant and a condition.
11. **IMMEDIATE TERMINATION** The County may terminate this Agreement immediately, at any time and without prior written notice, in the event Lessee violates any federal, state, or local law, rule, regulation, or lawful instruction of any Department of Airports servant or agent, or when Lessee has in any rolling 12-month period twice failed, after notice that rent is overdue, to pay rent within 31 days of such payment becoming overdue.

12. **TERMINATION** Upon termination of this Agreement for any reason other than the expiration of the lease term, Lessee must, within 30 calendar days of the termination, and at Lessee's own expense, remove the Aircraft and all personal property from the Hangar and remove or transfer the Hangar, including its appurtenances. If Lessee does not timely remove or transfer the Hangar as required by this section, ownership of the Hangar will transfer to County, and County may remove, destroy, or otherwise dispose of the Hangar at Lessee's expense. Transfer of the Hangar to a private party is subject to County's approval of a Privately-Owned Aircraft Storage Hangar Ground Lease Agreement with the new owner of the Hangar. If Lessee does not timely remove the Aircraft or personal property, the Aircraft or personal property may be removed by 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 Lessee. Once moved to another location on the airport, Lessee 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 County may commence lien sale proceedings as provided by law.
13. **INDEMNIFICATION** All activities and/or work covered by this Agreement will be at the risk of Lessee alone. Lessee agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Lessee, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Lessee, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Lessee agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Agreement.
14. **INSURANCE** 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, the following types of insurance:
- a) **Airworthy Aircraft:** Aviation General Liability (AGL) covering AGL on an "occurrence" basis, including airport premises liability, products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence.
 - b) **Non-Airworthy Aircraft, Aircraft under Construction and Aircraft with Expired FAA Registration:** Aviation General Liability (AGL) covering **Ground Only Liability** on an "occurrence" basis, including airport premises liability, products and operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence. Additionally, for aircraft, that have expired registration, are not airworthy, or are Aircraft Under Construction, a signed statement to that fact with a promise to obtain the required insurance for

- Airworthy Aircraft in Section 14.a. before operating said aircraft must be provided to County.
- c) All insurance required will be primary coverage as respects to the County and any insurance or self-insurance maintained by County will be excess of Lessee's insurance coverage and will not contribute to it.
 - d) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. The County of Ventura is to be named as Additional Insured as respects work done by Lessee under the terms of this Agreement on the General Liability policy.
 - e) Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County.
 - f) Lessee agrees to provide County with the following insurance documents on or before the effective date of this Agreement:
 - 1. Certificates of Insurance for all required coverage.
 - 2. The above policies must name the County of Ventura and Department of Airports as additional insured and include use of premises incidental to use of aircraft.
 - 3. Failure to provide these documents may constitute grounds for immediate termination or suspension of this Agreement. The County must be informed immediately if the general aggregate of insurance is exceeded and additional coverage must be purchased to meet the above requirements.
15. **LIEN** 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, 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.
16. **LOSS** 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, except where caused solely by County's own negligence.
17. **COMPLIANCE WITH LAWS AND POLICIES** 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, applicable state and local building and safety standards and codes, 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 herein by this reference.
18. **REMOVAL OF AIRCRAFT** In the event that any aircraft occupying the Hangar is in violation of the Airports Ordinance Code, this Agreement, or local, state, or federal law, it will constitute a Default. Should County so notify Lessee, and Lessee fails to remedy such Default as required by this Agreement, County may provide Lessee written notification that the aircraft must be removed from the Hangar. Upon such notification, Lessee must remove the aircraft from the Hangar within forty-eight (48) hours of the time and date of such written notification. An aircraft not timely removed from the Hangar may be removed by the 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 County may commence lien sale proceedings as provided by law.
19. **COMMERCIAL ACTIVITY** Lessee may not conduct any commercial activity in or near the Hangar. Lessee may use the Hangar to store the Aircraft, even if the Aircraft is used to support a commercial activity, but only if no commercial activity aside from mere storage of the Aircraft takes place in or near the Hangar. Any such commercial use, without a commercial lease or amendment of this Agreement allowing such use, will constitute a Default. Non-profit flight clubs registered with the County are not considered a commercial activity under this Section.
20. **USE OF SERVICES** If Lessee desires to engage or use the services of another person in connection with any aircraft work or repair, other than repair facilities established at the airport or a service provider permitted by the County to perform aeronautical services at the Camarillo or Oxnard Airports, Lessee must give written notice of such intention to the 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 employees or pilot's authority to work on the Aircraft, as permitted by FAA Regulations, in Lessee's hangar or areas on the airport approved by the County, nor does it limit the rights extended to mobile mechanics, technicians, and other service providers permitted by County.
21. **USE OF COUNTY PROPERTY AND HANGAR** Lessee may not, by Lessee's own or Lessee's agent's actions, cause any increase in the County's insurance

- rates or damage to the County's property. All uses of the Hangar must conform to all airport rules and regulations and state and local building and safety standards and codes.
22. **HAZARDOUS MATERIALS AND HAZARDOUS WORK** Hazardous materials stored in the Hangar must be stored in DOT approved containers and disposed of per hazardous waste requirements, as required by law. The total volume of the stored hazardous materials may not exceed five (5) US gallons. The storage of aircraft engine oil, in the manufacturer's original containers, will not be included in the calculation of the total allowable storage volume. To minimize fire hazard and hazardous waste contamination issues, the following actions are prohibited in the Hangar: using combustible chemicals or cleaning solvents, fuel system draining, fuel system repair (except where the fuel system has been drained), hot work (as defined in the California Fire Code and including, but not limited to, cutting, welding, brazing, soldering, and grinding), chemical stripping, chemical washing, and painting (except as described below). The use of power tools that increase the hazard of fire is strictly prohibited. These precluded activities may be performed solely in a location assigned for such purpose by the County. Touch-up painting of small areas of no larger than one square foot total within any 48-hour period is permitted. Lessee must at all times comply with all applicable current state and local laws, ordinances, regulations, and fire prevention codes.
23. **INTERFERENCE** Lessee may not exercise any right under this Agreement in any manner that would interfere with the departure or arrival of aircraft.
24. **AIRPORT SECURITY AND ACCESS** Lessee must comply with all applicable federal, state, and local airport security and access requirements and policies, as updated or 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 to retrieve such access media immediately and if necessary return it to the airport office.
25. **INSPECTION** Lessee must permit County and its authorized agents 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.
26. **MAINTENANCE** 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, as needed and reasonably directed by the 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.

29. **WAIVER** 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.
30. **TAXES** 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.
31. **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.
32. **SALE OF HANGAR** If Lessee elects to sell the Hangar in place, Lessee must, before consummating the sale, advise the prospective purchaser of the terms of this Agreement, including the provisions of Section 3 relating to the ownership and registration of aircraft to be stored in the Hangar. Furthermore, Lessee must, as a condition of the sale, appear before the County together with the prospective buyer to assure the County that the prospective buyer is the registered owner of the aircraft to be stored in the Hangar, 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 may result in legal action as appropriate.
33. **FIRE EXTINGUISHER** 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.
34. **RENT** Lessee agrees to pay, as consideration, the posted monthly rent, in advance, within 15 days after the first day of each and every month of the term. Partial months will be prorated. Failure to pay rent monthly, in advance, will constitute a Default. If the Default is not cured as required by this Agreement, County may, either in lieu of or in addition to termination, charge Lessee the standard daily fee for any further use of the Hangar. Rental fees 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 as specified by the Board of Supervisors in the then-current Rent and Fee Schedule 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 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.

The first late payment in any 12-month period will constitute a Default. If Tenant fails to pay rent timely twice during any rolling 12-month period, after receiving notice that rent is due, the Agreement is then exempt from its Default provisions of this Agreement and will constitute grounds for immediate termination of this Agreement, as described elsewhere in this Agreement.

35. **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.

- 36. **NOTICES** 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 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 hereby warrant that they are duly authorized to enter into this Agreement and have the legal authority to comply with all of its terms and conditions, and have executed this Agreement, on this _____ day of _____, 20_____.

LESSEE

COUNTY OF VENTURA

BY _____
County Agent