



RESOLUTION No. 00452

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

(A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT OR AGREEMENT)

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the ^{Director, General Services Department} ~~Chairman of the Board of Supervisors~~ be and is hereby authorized to

execute, on behalf of the County of Nevada, that certain _____
Standard Form Ground Lease Agreement

dated the 12th day of September, 2000, and between said County and James and Mary Booth, 277 Via Monte, St. Helena, CA 94574 707-963-1893

pertaining to Ground lease to construct a 50'X80' aircraft hangar on the "Undeveloped Pad Area" at the Nevada County Airport. Hangar will revert to County ownership without further County action on October 28, 2037.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of September, 2000.

by the following vote of said Board:

Ayes: Supervisors Peter Van Zant, Karen Knecht, Bruce Conkling, Elizabeth Martin, Sam Dardick.

Noes: None.

ATTEST:

Absent: None.

CATHY R. THOMPSON
Clerk of the Board of Supervisors

Abstain: None.

By: Cathy R. Thompson

Bruce H. Conkling
Chairman

DATE	COPIES SENT TO
9-20-00	Airport Manager <input checked="" type="checkbox"/>
	General Services <input checked="" type="checkbox"/>
	A-C <input checked="" type="checkbox"/>
	Risk Mgr. <input checked="" type="checkbox"/>
	Counsel <input checked="" type="checkbox"/>
	James Booth <input checked="" type="checkbox"/>

NEVADA COUNTY AIRPORT GROUND LEASE

THIS GROUND LEASE, dated as of September 12, 2000, is made by and between the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "Lessor", and JAMES AND MARY BOOTH, hereinafter referred to as "Lessee".

1. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain portion of the real property containing approximately 4,000 square feet and described or designated in Exhibit "A" (hereinafter referred to as "leasehold space"), which is attached hereto and made a part hereof, situated in the unincorporated territory of County of Nevada, State of California, commonly known as the Nevada County Airpark Terminal Center, 12818 Loma Rica Drive, Grass Valley, California 95945 (hereinafter referred to as "premises"), together with:
 - a) the right to construct the following improvements within the leasehold space: AN AIRCRAFT STORAGE HANGAR, APRON IMPROVEMENTS AND BANK RETAINING IMPROVEMENTS.
 - b) a non-exclusive right during the business hours of approximately 5:00 A.M. to 10:00 P.M. of Lessee and its sublessees, tenants and licensees, and their respective officers, employees, business invitees, customers and patrons, of access to and from the premises over and across any part of Lessor's property, for any purpose related to the use and enjoyment of the leasehold space and including a right to use of the common areas and parking lot.
2. The term of this Lease shall commence upon adoption by the Board of Supervisors on September 12, 2000, and ending October 27, 2037.
3. Lessee shall pay to Lessor as initial rent for the use of the leasehold space equal monthly installments of One Hundred Forty (\$140.00) Dollars, payable in advance on or before the first day of each calendar month of the term. Rent for any period less than one month shall be a pro rata portion of the monthly installment.

The initial rental rate for the 50 feet by 80 feet hangar shall be \$.035 per square foot per month for a period of ten (10) years from the date written above. At the beginning of the eleventh (11th) year, the rental rate shall increase to \$.050 per square foot per month and shall remain at that rate for years eleven (11) and twelve (12). At the beginning of the thirteenth (13th) year, the rental rate shall be

determined by assessing the prevailing rate for similar structures in effect at that time at other general airports of similar size in the general area of the Nevada County Airport. The airports included in the assessment will include but not be limited to the following: Auburn, Placerville, Georgetown, Columbia, Truckee and Willows. The rental rate shall be the numerical average of the above airports for similar hangar space. Commencing therewith, and every 36 calendar months thereafter for the term of this lease, the rental rate shall be adjusted by the survey procedure described in this paragraph. Should one or more of the airports listed cease operations or not have a comparable facility, the County shall substitute a comparable airport north or east of Sacramento.

Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor may designate by notice as provided herein.

All rents shall be due on the first of each month and will be delinquent if not paid by the 10th day of each month. A delinquent charge of 10% of the monthly fee or a minimum fee of \$5.00, whichever is higher, shall be assessed after the 10th of the month and for each month thereafter that the rent remains unpaid. Lessee may also pay fees for the use of the space in semi-annual, or annual installments with the following discounts applicable:

Semi-annually:	5%
Annually:	10%

4. After construction of Lessee's improvements, the improvements occupying the leasehold space shall be used by Lessee for storage of Lessee's private aircraft, including access to the taxiway and for related purposes only. If Lessee expands or in any way changes the nature or character of its use, Lessee shall obtain the prior consent of Lessor and, if required by Lessor, pay additional rent commensurate with the change in use.
5. The improvements which Lessee is authorized to construct shall meet the following specifications: all applicable codes of the County, State, FAA and the fire district having jurisdiction of the airpark.

The improvements shall be constructed after receipt of approval of the final plans and specifications by Lessor. The plans shall be prepared and signed by an architect or engineer registered in the State of California.

Lessee shall be responsible for obtaining all required permits and inspections from the Lessor's Building Department or other agency having jurisdiction over the premises. In the event that a public agency other than Lessor determines that the improvements fail to meet building safety requirements or other standards prescribed by law, and orders that corrections or modifications be made, Lessee shall have thirty (30) days in which to make such corrections or



modifications unless a longer period is approved by Lessor. If Lessee fails to make corrections or modifications which Lessor finds to be material, Lessor shall have the right to terminate this Lease, provided, however, that Lessee may in good faith contest the determination of such other public entity and Lessor shall not terminate the Lease during the period of such contest.

In no event may the Lessee remove or demolish the improvements once they are constructed without Lessor's consent. If Lessee does so remove, demolish damage or destroy the improvements, Lessee shall be obligated to Lessor for the cost of reconstruction.

6. In addition to other improvements installed by Lessee, it is acknowledged that the leasehold space is served by a septic tank. Special provisions with respect to the septic tank are the following: At the time of construction of the specified hangar, Lessee agrees to connect to the septic tank. The septic tank shall be a community septic system and shall be available for use by the owners of other hangars which may be constructed on the same site in the future. Lessee shall maintain the septic system except that Lessor shall pay for pumping of the septic tank at such times as Lessor deems it to be necessary. If any problems develop with respect to the septic tank or any of the wastewater disposal system, Lessee shall notify Lessor immediately. If Lessee fails to notify Lessor immediately, Lessee shall be liable for the costs associated with any delay in providing notice.

7. In the event that Lessee should decide to sell the improvements Lessee has constructed on the leasehold space at any time during the first 20 years after the commencement of this Lease, Lessor shall, within ninety (90) calendar days of the offer to sell, have the first right of refusal to purchase the improvements at the then fair market value less any liens which any third party has against the improvements. Fair market value shall be determined by agreement of the parties. If the parties fail to agree, the parties shall each pay one half of the amount of an appraisal to determine fair market value. If Lessor fails to exercise its option, Lessee may sell the improvements at the fair market value to another Buyer subject to all of the terms and conditions of this Lease. Lessee shall provide its Buyer with a copy of this permit and Buyer must notify Lessor of its concurrence with the terms and conditions prior to Lessor approving of the sale. The sale shall not be deemed to be completed until Lessor has received such concurrence by Buyer to all of the terms and conditions, including the reversion of the improvements to the Lessor at the end of the term as set forth below.

Failure to follow these procedures for sale of the improvements shall be grounds for termination of this ground lease and Lessee or its successor in interest may be required, at Lessor's sole option, to remove the improvements from the leasehold space or to sell the improvements to Lessor as if it had been properly offered to Lessor first and at the same price as set forth above for sale to Lessor.

Should this Lease be terminated at any time for any reason, Lessor may exercise its option to immediately purchase the improvements using the cost formula set forth above.

8. Upon any abandonment of the leasehold space or at the end of this Lease which shall be the end of 40 years, whichever shall come first, full right, title and interest in Lessee's improvements and any subsequently added fixtures or improvements, shall automatically transfer to Lessor without further action by Lessor.
9. Lessee agrees to pay, when due, all sums of money that may become due for any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which have been furnished to or ordered upon the leasehold space which may be secured by any mechanic's, materialmen's or other lien against the leasehold space or improvements thereon, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided the Lessee may in good faith contest any mechanic's or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest.

Lessee shall keep the premises free and clear of any other liens and shall be solely liable for them and agrees to promptly pay all debts or encumbrances which may become a lien on said premises which are properly a charge of the Lessee and Lessee agrees to indemnify and reimburse Lessor for any damages or payments that may have to be made by reason of Lessee's failure to pay said encumbrances.. Lessor is authorized to deduct from any purchase amounts sufficient to clear any liens which have been lodged against the leasehold space.

10. Lessor covenants and agrees that so long as Lessee observes and performs all of the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the leasehold space for the term without any encumbrance or hindrance by Lessor.
11. Lessee shall not do or permit anything to be done in or about the premises nor bring or keep anything therein which is not within the permitted use of the premises which will in any way increase the existing rate of or affect any fire or other insurance upon the premises or any of its contents, or cause a cancellation of any insurance policy covering said premises or any part thereof or any of its contents. Lessee shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the premises or injure or annoy them or use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Lessee cause, maintain or permit any nuisance in, on or about the premises. Lessee shall not commit or allow to be committed any waste in or upon the premises.

12. Lessee shall not use the premises, or permit anything to be done in or about the premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board or fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Lessor and Lessee and shall be grounds for termination of this Lease.
13. Lessee shall pay for all utilities used by Lessee within the leasehold space.
14. Lessee shall have the right to assign this Lease or sublease all or a part of the leasehold space, but only with the prior written consent of Lessor. Such consent shall not be unreasonably withheld. However, Lessor shall have the sole ability to determine if a sub-lessee or assignee's business is compatible with the intended use of the premises. If Lessee subleases all or a part of the leasehold space, Lessee agrees to remain primarily liable for the payment of rent for the remaining term.
15. After the initial construction of the improvements, Lessee shall not make or allow to be made any alterations, additions or improvements to or of the leasehold space, the premises, or any part of either, without first obtaining the written consent of Lessor and any alterations, additions or improvements to or of said leasehold space or of the premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty subject to the same terms and conditions set forth above regarding sale of the improvements and shall be surrendered with the leasehold space at the end of the term. In the event Lessor consents to the making of any alterations, additions or improvements to the leasehold space or the premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. Upon the expiration or sooner termination of the term of this Lease, Lessee shall, upon written demand by Lessor given prior to the end of the term, at Lessee's sole cost and expense forthwith and with all due diligence remove any alterations, additions, or improvements made by Lessee, designated by Lessor to be removed, and Lessee shall forthwith and with all due diligence at its sole cost and expense, repair any damage to the premises caused by such removal.



16. Lessee shall, at its expense, keep and maintain the exterior roof, exterior side-walls, the main plumbing and electrical systems, central heating and all structural members of the building in good repair and condition. Lessee shall, at its expense, keep and maintain and repair any and all items within the leasehold space including, but not limited to, electrical, plumbing and glass. Lessee shall also maintain the leasehold space in a good, safe and sanitary condition and shall return the premises to Lessor in the same condition as at the commencement of the term except for authorized improvements.
17. The Lessee, in the use of runways, aprons, common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as Lessor may adopt from time to time for the orderly and proper operation of said runways, aprons, common and parking areas. Such rules may include but shall not be limited to the following: (a) use of the leasehold space in a manner that does not interfere with the movement of other aircraft; (b) the restricting of employee parking to a limited, designated area or areas; and (c) the regulation of the removal, storage and disposal of Lessee's refuse and other rubbish.
18. Lessee agrees that any aircraft repair and maintenance performed in the leasehold space shall not violate fire regulations, cause structural damage or danger to airport property, including surfaces, or detract from the clean and orderly appearance of the airport or storage area. The use of combustible or hazardous chemicals, and the stripping, washing, painting (except for minor touch-up or repair), welding and/or repairs to the fuel system in or adjacent to the storage space is prohibited. Washing of airplanes will be done in an area designated by the Lessor.
19. Lessee shall obey all rules, regulations, laws, ordinances and directives of any entity having legal jurisdiction over the Airport and its use, as may from time to time be established, including but not limited to County ordinance (specifically including Chapter IV, Article 12 of the Nevada County general Code), F.A.A. regulations and State law.
20. Lessee shall not store or stock fuel and any other flammable materials in the improvements unless such materials are stored in an approved container herein defined as metal containers with a sealable lid, except Lessee may store up to 60 unopened quarts of aircraft engine oil. With the exception of the allowable amount of oil, only aircraft and Lessee's personal automobile shall be stored in the hangar along with associated ground equipment.
21. Lessee shall have an A-B-C rated fire extinguisher present at all times within the improvements. The extinguisher is to be mounted in a readily accessible permanent location. Extinguishers shall be serviced annually or immediately after use. The use of any fire extinguisher under any circumstance shall be reported to the airport Manager and the Fire District immediately after use. Non-

combustible drip pans are required and are to be placed under each engine. Running of engines, including generators, in hangars is prohibited.

22. Lessee agrees to make any and all corrections of violations required by Lessor and/or local fire inspectors within 10 days after issuance of a notice of violation.
23. If Lessor cannot contact Lessee within 10 minutes, Lessee authorizes County to relocate the aircraft or agrees to relocate the aircraft at Lessor's request whenever deemed necessary by Lessor for the protection of said aircraft, protection of lives or other property, or to prevent interruption of airport operations. Lessee waives the 10 minutes requirement in the event of extreme danger to Lessee's aircraft. Such relocation shall be at Lessee's sole expense.
24. Lessee shall pay all taxes and licenses assessed against and levied upon Lessee's space and/or trade fixtures, and all other personal property of Lessee contained in the premises. Lessee is expressly aware that a taxable possessory interest may be created by this Lease and if such taxes become due, they shall be the full responsibility of Lessee.
25. Lessee agrees to indemnify, defend, hold Lessor harmless and be fully liable for any clean-up with respect to any hazardous substances which spill or escape on the leased premises as a result of Lessee's use thereof. Any such contamination shall be the sole responsibility of Lessee to mitigate and Lessor shall not be held liable therefore except to the extent that Lessor is responsible for the contamination of that property.
26. Lessor shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property during the term of this Lease within the leasehold space or in the common areas from any cause whatsoever by reason of the use, occupation and enjoyment of the premises by Lessee or any person holding under Lessee, or any other Lessee in the building and Lessee will indemnify and save harmless Lessor from any liability whatsoever on account of any such damage or injury and from all liens, claims and demands arising out of the use of the premises and its facilities or any repairs or alterations which Lessee may make upon the premises, but Lessee shall not be liable for damage or injury occasioned by failure of Lessor to comply with its obligations hereunder or by reason of the sole negligence of Lessor, its agents, servants or employees.

Lessee shall be solely liable for its fixtures and all of the contents of its leasehold space and understands that Lessor will not carry insurance to cover same.

27. Lessee, at its own cost and expense, shall procure and maintain during this Agreement, the following insurance coverages, in the amounts designated below, which coverages shall be issued by an insurance company licensed to do business in the State of California and acceptable to Lessor:

COMPREHENSIVE AIRPORT LIABILITY

Bodily Injury:	
Each Person	\$ 300,000
Each Occurrence	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

Premises Operations

Contractual Liability expressly including liability assumed under this Agreement.

Coverage shall include the following endorsements, copies of which shall be provided to Lessor:

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Nevada and members of the Board of Supervisors of the County of Nevada and the officers, agents, and employees of the County of Nevada, individually and collectively, as additional insureds, but only insofar as the operations under this contract are concerned.

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance and other insurance maintained by the County of Nevada, its officers, agents and/or employees shall be excess only and not contributing with insurance provided under this lease. At the time of execution of this Agreement, Lessee shall provide an original certificate of insurance evidencing that coverage as required by this Agreement with Lessor has been obtained and remains in force for the period required. The endorsements required hereunder shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by Lessee on request.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified Lessor insurance requirements without 10 days' prior written notice of such cancellation or change being delivered to the County of Nevada.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Nevada.



e. Severability of Interest Endorsement:

It is agreed that this policy provides coverage separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

FIRE INSURANCE:

Lessee shall also provide fire insurance on all personal property and on all of Lessee's improvements, fixtures, equipment and merchandise and on the trade fixtures and equipment of others contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. Said coverage shall cover expenses incurred for site restoration and in the removal of Lessee's debris.

The insurance coverage amounts may be subject to modification after every three (3) years. If the limits established by Lessor are unacceptable for any reason to Lessee, Lessee shall have the right to terminate this Agreement. The policies of insurance shall include the same coverage and shall be accompanied by the same endorsements as required above.

At the time of execution of this Agreement, Lessee shall provide an original certificate of insurance evidencing that coverage as required by this Lease with Lessor has been obtained and remains in force for the period required. The endorsements required hereunder shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by Lessee on request.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement.

- 28.** If the improvements constructed by Lessee are damaged or destroyed in whole or in part by fire or other casualty, Lessee shall repair and restore the improvements and the premises to their prior condition. Rent shall continue notwithstanding such damage or destruction to the improvements.

Lessee shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessee shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond Lessee's reasonable control.



29. If all the premises or a substantial portion thereof is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

If any other taking adversely and substantially affects Lessee's use of the leasehold space then Lessee may elect to terminate this Lease as of the date the condemning authority takes possession. However, a take-over of the premises by another entity pursuant to a municipal incorporation proceeding will not be deemed to be a taking which would justify a termination of the Lease and shall be deemed an assignment of whatever interest Lessor had in the premises.

Where applicable, Lessee's election to terminate shall be made in writing within thirty (30) days after Lessor has given Lessee written notice of the taking (or in the absence of such notice, within thirty (30) days after the condemning authority has taken possession). If Lessee does not terminate this Lease in accordance with this paragraph, this Lease shall remain in full force and effect as to the portion of the leasehold space remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the leasehold space to Lessee.

Any award or payment made upon condemnation of all or any part of the premises shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's improvements, trade fixtures, removable personal property and additions, alterations and improvements made to the leasehold space by Lessee, or for its loss of the leasehold herein created.

Lessor shall give notice to Lessee within thirty (30) days after receipt of notification from any condemning authority of its intention to take all or a portion of the premises unless the condemning authority is Lessee.

Notwithstanding anything expressed or implied to the contrary contained in this Lease, Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's improvements, trade fixtures, removable personal property, and additions, alterations and improvements made to the leasehold space by Lessee and for its loss of the leasehold herein created.

30. The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:
- a) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the



- failure continues for a period of ten (10) days after notice thereof from Lessor to Lessee.
- b) The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in subparagraph a) above, where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
 - c) The making by Lessee of any general assignment or general arrangement for the benefit of creditors.
 - d) The filing by Lessee or another of a petition to have Lessee adjudged a bankrupt.
 - e) The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the leasehold space or of Lessee's interest in this Lease, if possession is not restored to Lessee within thirty (30) days.
 - f) The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the leasehold space or of Lessee's interest in this Lease, if the seizure is not discharged within thirty (30) days.
 - g) The abandonment of the leasehold space.
31. In the event of any such material default or breach by Lessee, Lessor may, after giving notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. Said remedies may include, but are not limited to, requiring Lessee to remove the improvements and restore the premises to its original condition or Lessor may purchase the improvements as set forth above.
32. Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice of the nature of the problem and request to cure by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance. If Lessor is held by a court of competent jurisdiction to be in default, Lessee's sole remedy shall be the cost to



cure the condition that lead to Lessor being in default. Attorneys' fees shall not be included in the "cost to cure".

33. The Lessee may affix and maintain upon the glass panes and supports of the leasehold windows such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Lessor as to type, size, color, location, copy, nature and display qualities. Anything to the contrary in this lease notwithstanding, Lessee shall not affix any sign to the roof. Lessee may, however, erect one sign on the front of the premises in accordance with a design to be prepared by Lessee and approved in writing by Lessor and if Lessor erects a general directory, Lessee shall pay for its pro rata share of its listing in such directory. All signs shall be consistent with the character of the building.
34. Lessee may not display or sell merchandise or allow any items or devices within the control of Lessee to be stored or to remain outside the defined exterior walls and permanent doorways of the improvements on the leasehold space. Lessee further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the premises any advertising medium which may be heard or seen outside the leasehold space, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.
35. Lessor and Lessor's agent shall have the right to enter the leasehold space at reasonable times during normal business hours for the purpose of inspecting as Lessor deems necessary or desirable.
36. All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, addressed to:

LESSOR: Director of the Dept. of General Services
950 Maidu Avenue
Nevada City, California 95959

LESSEE: James and Mary Booth
277 Via Monte
St. Helena, CA 94574
(707) 963-1893

With a copy to: Nevada County Airport Manager
12818 Loma Rica Drive
Grass Valley, CA 95945

The address to which any such written communication may be given or sent to either party may be changed by written notice given by such party as above provided.

37. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. This Lease shall be governed by the laws of the State of California. The language in all parts of this Lease shall be construed as a whole according to the fair meaning and not strictly for or against either Lessor or Lessee.
38. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
39. This Lease shall bind the parties hereto and their personal representatives, successors and assigns.
40. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. Any and all previous leases, agreements, licenses or other oral or written understandings are superseded by this Ground Lease Agreement and may not be construed for or against the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereon.
41. Upon termination of this Lease, Lessee shall, within 90 calendar days, remove the aircraft and all other personal property and shall restore the area to the same state and condition as it was in when Lessee took possession except for normal wear and tear and except as set forth with respect to the permanent installation of the improvements, including any buildings, aprons and septic system. Should Lessee fail to remove all property and restore the premises as set forth above, Lessor shall be authorized, in addition to any other legal remedies, to assess damages in the amount of 100% of the then current rent per day and continuing until the satisfactory removal of the aircraft, personal property and any debris. All costs to restore the space to its former condition, removal, storage, sale and clean-up shall be in addition to the damages specified above.
42. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.
43. The additional provisions of this Lease, if any, are contained in Exhibit "B", attached hereto and made a part hereof. In the event anything contained in Exhibit "B" conflicts with other provisions of this Lease, the provisions of Exhibit "B" shall prevail.



44. Lessor shall tender possession of the premises to Lessee in a good, serviceable and clean condition. Prior to the transfer of possession under this Lease, Lessor and Lessee shall mutually inspect the premises and prepare a written statement as to the current condition of said premises. Upon the drafting of said statement, each party shall sign a copy which shall be delivered to the other party and shall be attached to this Lease as Exhibit "C" and incorporated herein.
45. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation and that this Lease is binding upon said corporation.

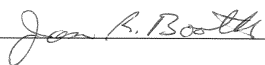
IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the day and year first above written.

LESSOR:

COUNTY OF NEVADA

By 
Dennis G. Cassella, Director, General Services

LESSEE: JAMES AND MARY BOOTH



~~By~~ _____

APPROVED AS TO FORM:


CHARLES J. MCKEE
County Counsel

44. Lessor shall tender possession of the premises to Lessee in a good, serviceable and clean condition. Prior to the transfer of possession under this Lease, Lessor and Lessee shall mutually inspect the premises and prepare a written statement as to the current condition of said premises. Upon the drafting of said statement, each party shall sign a copy which shall be delivered to the other party and shall be attached to this Lease as Exhibit "C" and incorporated herein.
45. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation and that this Lease is binding upon said corporation.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the day and year first above written.

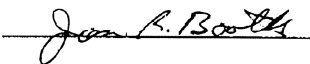
LESSOR:

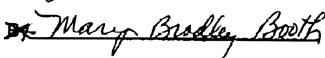
COUNTY OF NEVADA

By 

Dennis G. Cassella, Director, General Services

LESSEE: JAMES AND MARY BOOTH



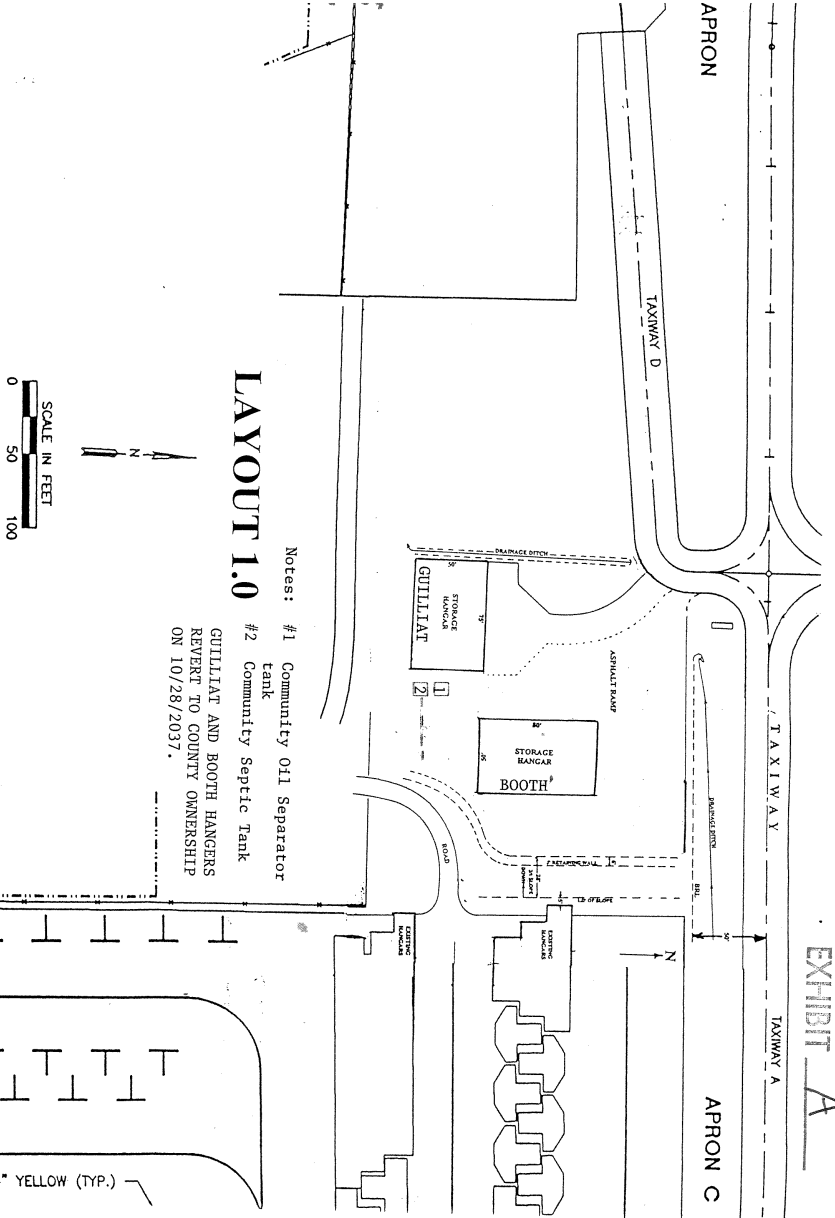


APPROVED AS TO FORM:



CHARLES J. McKEE
County Counsel

EXHIBIT A



LAYOUT 1.0

- Notes:
- #1 Community Oil Separator Tank
 - #2 Community Septic Tank
- GULLIAT AND BOOTH HANGERS REVERT TO COUNTY OWNERSHIP ON 10/28/2037.

na/mn