

**LONG TERM GROUND LEASE AGREEMENT FOR  
HANGAR AND AIRCRAFT STORAGE  
LOMPOC AIRPORT**

This Lease Agreement is made by and between the City of Lompoc, a California municipal corporation ("City") and Robert Campbell, ("Lessee"), on August 1, 2015.

RECITALS

WHEREAS, City owns and operates an airport commonly known as the Lompoc Airport, hereinafter referred to as the "Airport"; and

WHEREAS, Lessee desires to lease a portion of the Airport for the purpose of maintaining an aircraft storage facility; and

WHEREAS, Lessee has read and understands the rules and regulations that apply to the Airport.

NOW, THEREFORE, incorporating the foregoing Recitals herein, it is mutually agreed as follows:

1. Premises. City hereby leases to Lessee, and Lessee hereby hires from City, upon the terms and conditions herein set forth, those certain premises located at the Airport (the "Premises"), comprising 4,200 square feet, and more particularly identified as, the "Newhall Parcel" as identified in the outlined area on Exhibit A, attached hereto and made a part hereof by this reference. All oil, gas, and mineral rights are expressly reserved from this Lease Agreement.
2. Term. The term of this Lease Agreement shall be for a period of twelve (12) years, eight (8) months, commencing on the first day of August 2015 and terminating on the last day of May 2028, unless sooner terminated as provided in this Lease Agreement; provided, that Lessee shall have first right, between January 1, 2028 and March 31, 2028, to negotiate a new Lease Agreement.
3. Use of Premises.
  - A. Lessee shall use the Premises solely for the purpose of the storage of aircraft. Lessee further agrees any activity, including, but not limited to, repair and maintenance of aircraft in the storage area, which violates Fire Codes, causes structural or other damage to the Airport, including surfaces, or detracts from a clean and orderly appearance of the Airport or storage space, is prohibited. Lessee agrees to limit all repairs, maintenance, installation or other aeronautical activity service performed on the aircraft to the extent permitted by FAA regulations.
  - B. Aircraft stored in the hangar by Lessee shall be those that have a current FAA annual inspection certificate or deemed airworthy by the

Aviation/Transportation Administrator or aircraft undergoing maintenance, restoration or preservation and their associated parts, owned or leased by Lessee.

4. Unobstructed Access. City shall ensure a taxilane exists directly in front of Lessee's hangar doorway. Said taxilane shall allow unobstructed access to the north side parallel taxiway. If the taxilane ceases to permanently exist as a result of the direct action of the City, then City agrees to purchase the subject hangar. Such purchase shall be for an amount based on an independent appraisal, (appraiser to be agreed upon by both parties, cost of appraisal to be shared by both parties equally), which shall value the hanger as if before that obstruction was created. City's obligation under this paragraph is subject to its receiving notice from Lessee within thirty (30) days after the obstruction of the access or other event giving rise to its purchase obligation. If no such notice is given by Lessee, then all terms and conditions of this Lease Agreement shall remain in full force and effect.

5. Rent. Lessee agrees to pay to City at 100 Civic Center Plaza, Lompoc, California, 93436 (or P.O. Box 8001, Lompoc, CA 93438-8001 if via regular USPS) as rent for the use and occupancy of the Premises, the amounts as hereinafter provided during the term of this Lease Agreement. Partial months shall be prorated. Rent is due on the first day of each month while this Lease Agreement is in effect. There is no grace period.

A. Initial Rent. Monthly rent for and during the first eleven months of the term of this Lease Agreement shall be at the rate of \$359.31 and shall commence on the commencement date of the Lease Agreement term, and continuing on the first day of each calendar month thereafter.

B. Rent Adjustments. Effective July 1<sup>st</sup> of each year during the term of this Lease Agreement, a new monthly rent shall be determined based upon the following CPI Formula adjustment:

(I) For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be Consumer Price Index ("CPI") for All Urban Consumers" (Index 1982-1984 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics. "CPI Formula" means the sum of the Consumer Price Index for the year ending with the month of April of the then-current Lease Year, minus the Consumer Price Index for the year ending with the month of April of the Lease Year immediately preceding the then-current Lease Year.

(II) Effective each July 1st during the term of this Lease Agreement, the monthly rental shall be increased in accordance with the percentage change in the CPI from April of the prior year to April of the current year of the CPI as defined in paragraph (I) above, plus one percent.

(III) In the event the basic index (CPI) decreases to the point of reflecting a negative figure for that year, the rental rate shall not change from the previous year.

(IV) If the foregoing index is at any time no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

6. Late Charges. Rent payments, and other costs and charges authorized hereunder, not received by City by the tenth day of the month when due are subject to a late penalty, without notice to Lessee, of 1.5 percent (1.5%) per month.
7. Costs of Lease Agreement. Lessee shall promptly pay all costs and expenses, including utilities, relating to possession and use of the Premises. The possessory interest created by this Lease Agreement may be subject to taxation, and Lessee may be subject to the payment of taxes levied on such interest. Lessee acknowledges his actual knowledge of the existence of a possessory interest tax and receipt of this notice of Lessee's potential tax liability. Lessee agrees he is solely responsible for the timely payment before delinquency of possessory interest taxes and any other tax, levy or assessment upon the Premises, the aircraft, Lessee's personal property, improvements, and fixtures upon the Premises.
8. Aircraft Lien. Lessee consents and agrees City may levy a lien against Lessee's aircraft, improvements, fixtures, and personal property upon the Premises. Such lien shall exist and continue to secure all unpaid amounts which Lessee owes to City. Such lien shall not relieve Lessee from compliance with this Lease Agreement, including the obligation to pay rent as provided herein. If Lessee does not fully and immediately discharge all unpaid amounts, then City is hereby granted and shall have the right to take and recover possession of Lessee's aircraft, improvements, fixtures, and to satisfy City's lien in accordance with California Code of Civil Procedure Sections 1208.61 through 1208.70 and any other applicable common laws or statutory provisions. City may also take and recover possession of personal property stored on the Premises and exercise its lien against the same without notice or other action, and in addition thereto, City shall have and recover all costs and expenses including attorneys' fees in connection with repossession and disposal of the aircraft, improvements, fixtures, and personal property and enforcement of City's lien.
9. Condition of Premises.
  - A. Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent or patent. Lessee will keep and maintain the Premises, improvements, and fixtures in a clean, safe, and orderly condition at all times. Lessee shall not commit or suffer to be committed any waste upon the Premises, improvements, and fixtures or commit or allow any nuisance or other act which may

disturb or interfere with the Airport, its surroundings, the departure and arrival of aircraft, or other aircraft operations and uses. If Lessee shall fail to perform the obligations under this paragraph, after 21-days' written notice setting forth such failure, then City shall have the right to perform the same and to charge Lessee therefor, and Lessee shall pay the City such costs upon City's demand.

B. Lessee may park passenger vehicles on Lessee's assigned Premises. Conditions may arise when it becomes necessary for City to withdraw, temporarily with prior notice, the privilege of parking motor vehicles on the assigned Premises.

Neither Lessee nor any other person shall park or keep any motor home, trailer, boat, or other recreational/commercial vehicle or inoperable vehicle on the exterior of the assigned Premises without City's advance written consent.

C. If Lessee desires to use the services of another person in connection with any aircraft work or repair other than at established repair facilities at the Airport, then City may require such persons to provide their names, addresses, evidence of adequate liability insurance, payment of any required business fees, and proof of a valid City business tax certificate; and, lacking such information, such persons may be refused permission to conduct the work or ordered to stop work. This shall not limit an aircraft owner's or pilot's right to work on his or her own aircraft, as permitted by the Federal Aviation Regulations in areas of the Airport so designated by City, or upon other airports in designated facilities.

D. Lessee shall not use, keep, store or place in or on the Premises any petroleum products or any materials that are in any way hazardous, toxic, radioactive or explosive, except those which are necessary and appropriate to accomplish the purpose of this Lease Agreement. All such materials shall be used, stored, handled, dispensed and disposed of as required by applicable governmental regulations and laws. Any spills of such materials by Lessee anywhere on the Airport shall be promptly cleaned up by Lessee, at Lessee's sole expense, in accordance with standards of the industry and applicable governmental regulations and laws.

E. Lessee shall not construct or place signs, awnings, marquees, advertising, or promotional structures upon the Premises or Airport. If Lessee fails to remove any such signs, displays, advertisements or decorations within twenty-four (24) hours after written notice from City, then City may remove them at Lessee's sole expense.

F. Lessee hereby agrees that Lessee will not permit or suffer any liens of any kind to be filed against the Premises as a result of any obligation, malfeasance, negligence, or omission of Lessee, and that Lessee shall diligently take all necessary and proper steps to remove and discharge any liens which are filed, except as noted in paragraph 16. A.

10. Alterations. Lessee shall not alter the Premises without City's prior written consent except as herein set forth. Should City so consent, alterations shall be made at the sole cost and expense of Lessee.
11. Insurance. Lessee shall not occupy the Premises or operate any aircraft before obtaining the insurance specified below. Insurance amounts may be adjusted annually by the City Administrator.
  - A. Personal Injury. During the term of this Lease Agreement and any extension thereof, Lessee shall continuously maintain an insurance policy providing for liability insurance in amounts of not less than \$1,000,000 per occurrence for death and personal injury.
  - B. Aircraft Liability. For each licensed aircraft, Lessee shall maintain during the life of this Lease Agreement, at his sole expense, at least the following insurance coverage: bodily injury, including passengers, \$100,000 each person; \$100,000 property damage; and \$300,000 each occurrence.
  - C. Personal Property. Lessee understands and agrees that it is Lessee's sole responsibility to obtain insurance covering Lessee's aircraft and other personal property which is located on the Premises. Notwithstanding any provision to the contrary, Lessee specifically waives any claim against City for theft, loss, or damage of any kind or from any source whatever that may occur to Lessee's aircraft or personal property located on the Premises, at the Airport, and in its vicinity.
  - D. Fire and Extended Coverage Insurance. Throughout the term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured, for the mutual benefit of City and Lessee, all improvements located on or appurtenant to the Premises, whether constructed at the time of signing this Lease Agreement or not, against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use of structures, including vandalism and malicious mischief. The amount of the insurance shall be sufficient to prevent either Lessee or City from becoming a co-insurer under the provisions of the policies, but in no event shall the amount be less than eighty percent (80%) of the actual replacement cost, excluding the cost of replacing excavations and foundations, but without deduction for depreciation (herein called full insurable value). In the event payment are made for repairs, payments of proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on architect's certificates until the work is completed and accepted. Any insurance proceeds remaining after complying with the provisions of this Lease Agreement relating to maintenance, repair, and reconstruction of improvements shall be the Lessee's sole property.
  - E. Documentation. Lessee shall present to City a certificate evidencing the required coverage, naming the City of Lompoc as additional insured. All insurance required by express provisions of this Lease Agreement shall be carried only in

responsible insurance companies licensed to do business in the State of California. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of City that might otherwise result in failure of the insurance, (2) insurer waives the right of subrogation against City and against City's agents and representatives, (3) the policies are primary and non-contributing with any insurance that may be carried by City, and (4) the policies cannot be canceled or materially changed except after thirty (30) days notice by the insurer to City. Lessee shall furnish City with copies of all such policies upon their receipt.

12. Indemnification. Lessee hereby agrees to defend, indemnify and hold harmless City, in each of its officers, employees and agents against all costs and expenses, including reasonable attorney's fees, and all liability, claims and demands of Lessee and others for loss of or damage to property or bodily injury or death which may arise directly or indirectly from this Lease Agreement.
13. Right of Entry. Lessee shall permit City's authorized agents the right and privilege at all times, of entering the Premises for the purposes of inspection, performing necessary improvements, determining whether the terms of this Lease Agreement are being kept and performed, and posting notices of nonresponsibility.
14. Default or Breach. If Lessee (a) fails to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Lessee at all times and in the manner herein provided; or (b) defaults in the payment of any installment of rent or any other sum when due and provided; or (c) fails to use, maintain, and operate the Premises as herein required, or abandon the property; or (d) defaults in the performance of or breach of any other covenant, condition, or restriction of this Lease Agreement herein provided to be kept or performed by Lessee; then City shall give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Lease Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, then City may, at its option, terminate this Lease Agreement, and, in addition to all of the remedies, the City may re-enter and re-lease the Premises, and all improvements shall become the sole property of City. Upon termination, all subleases, at the option of City, shall terminate. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Lease Agreement shall be deemed to be both a covenant and a condition. Upon default or breach by Lessee, City may, in addition to all other remedies available in law or equity, recover all damages proximately resulting from the breach or default, including, but not limited to, the cost of recovering the Premises, attorneys' fees and all costs or expenses of litigation and the total balance of lease payments due under this Lease Agreement for the remainder of the Lease Agreement term, which sum shall be immediately due City from Lessee.

Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for the benefit of creditors, Lessee's insolvency, and Lessee's taking or suffering action under the Bankruptcy Act are breaches of this Lease Agreement. Upon any such event, City shall have the option to terminate this Lease Agreement or to require that Lessee provide additional security by means of a cash security deposit, advance rental payments, or such other action as City deems prudent to protect the Premises and the public fisc.

15. Surrender of Premises. Upon expiration of the term of this Lease Agreement, all buildings, structures, facilities, improvements or alterations thereto constructed by Lessee shall become part of the land upon which they are erected, and title thereto shall, upon termination, automatically vest in City. Lessee shall leave the surrendered Premises and any other property in a well maintained manner. All improvements shall be surrendered in good and clean condition.

Notwithstanding the foregoing, all uncompleted or partially or totally destroyed improvements shall, at City's option, be removed prior to surrender of the Premises, and the site of such improvements shall be returned to the same condition as prior to the execution of the Lease Agreement.

16. Assignment/Subletting. Lessee may sublet any portion of the Premises with the prior written consent of the City. Any assignment or subletting in violation of this Lease Agreement shall be void. The request to sublet must be accompanied by proof of financial responsibility, and any other pertinent information requested by the City. Lessee agrees that failure of any sublessee to maintain the required insurance, or to cause the breach of any clause in this Lease Agreement, or to fail to abide by any Airport rule or regulation, shall be deemed a material breach of this Lease Agreement. Lessee shall be given thirty-days' written notice to remedy any problem regarding compliance. Said notice shall be given by registered mail, return receipt requested, postage pre-paid, to Lessee in care of Bob Campbell, President, Campbell Ranches, 1501 North L Street, Lompoc, CA 93436.
17. Destruction of Premises. If the Premises are damaged or destroyed by fire, earthquake or other act of God or any other causes so as to render them unfit for occupancy, except as caused by Lessee, then Lessee may terminate this Lease Agreement at his option; but if Lessee elect to reconstruct what was damaged or destroyed, he shall do so within twelve (12) months after the date of damage or destruction.
18. Security. City does not warrant the security of Lessee's property at the Airport, including, but not limited to, aircraft, fuels, tools, vehicles and related ground equipment.
19. Sole Agreement; Amendments. This Lease Agreement constitutes the sole and final agreement between City and Lessee respecting the lease of the Premises. No prior agreement or understanding pertaining to lease of the Premises is effective.

After final agreement, the terms of this Lease Agreement shall not change during the lifetime of the Lease between the City and Lessee respecting the Lease of the Premises. No prior agreement or understanding pertaining to lease of the Premises is effective. This Lease Agreement may be modified only by a writing signed by the parties.

20. Binding on Successors. This Lease Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the respective purchasers, heirs, executors, administrators, trustees, successors, and assigns of the parties.
21. Waiver. City's waiver of breach of any provision of this Lease Agreement shall not be treated as a continuing waiver of such provision or as a waiver of any future breach of the same or other provision of the Lease Agreement. City's acceptance of rent shall not be treated as a waiver of Lessee's previous breach of any provision of this Agreement. No custom or practice which may arise or develop between the parties in the course of the term of this Lease Agreement shall be construed to waive or diminish City's right to insist upon Lessee's performance of all terms, covenants, and conditions hereof, or to pursue any rights and remedies City may have if Lessee defaults in performance of this Lease Agreement.
22. General. If any term or provision of this Lease Agreement or any application thereof shall be invalid or unenforceable, then the remainder of this Lease Agreement and any other application of its terms or provisions shall not be affected thereby. The captions of this Lease Agreement are for the convenience of reference only and shall not define or limit any of the Lease Agreement's terms and provisions. The relationship created by this Lease Agreement is one of landlord-tenant. This Lease Agreement is not intended to create a joint venture or any relationship other than landlord-tenant.

Lessee's use of the Premises shall at all times fully comply with this Lease Agreement, Lompoc Municipal Code, all applicable federal, state and local laws and regulations, and all signs and lawful instructions of Airport staff. In utilizing the Premises, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, sex, or national origin. Lessee is subject to the provisions of Part 15 of the Federal Aviation Regulations and any amendments thereto which are incorporated herein by this reference. Lessee acknowledges that he has read the Lompoc Airport Ordinance and agrees to abide by all of the Airport rules and regulations.

This Lease Agreement shall not be deemed to grant the exclusive right of any Airport use forbidden by Section 308 of the Federal Aviation Act of 1958, any other federal statute or regulation, or state or local law or other directive.

23. Notices. Any notice required by law or pursuant to this Lease Agreement shall be deemed to be fully given when written and dispatched by registered mail, return



receipt requested, postage prepaid, to the parties at the addresses below. Notices shall be deemed served on the date of postmark.

CITY OF LOMPOC

LESSEE

Attn.: Aviation/Transportation  
100 Civic Center Plaza  
P.O. Box 8001  
Lompoc, CA 93438-8001

Bob Campbell  
1501 North L Street  
Lompoc, CA 93436

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first above written.

City of Lompoc

LESSEES:

By \_\_\_\_\_  
Bob Lingl  
Mayor

\_\_\_\_\_  
Robert Campbell

ATTEST:

\_\_\_\_\_  
Stacey Alvarez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph W. Pannone  
City Attorney