



Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: MARCH 23, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF MESA DEL REY AIRPORT GROUND LEASE WITH RAVA BUSINESS PARK, INC. (REVISED)

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution approving a ground lease with Rava Business Park, Inc. for use of land adjacent to the business park for aviation access and purposes; and 2) authorize the City Manager to execute the lease and make any non-substantive changes necessary in a form approved by the City Attorney.

BACKGROUND:

The Mesa Del Rey Airport maintains a number of leases for airport hangars and ground leases for lessees that have constructed their own hangars or utilize land for other related purposes. The Federal Aviation Administration (FAA) regulates use of airport property, which includes restricting the lease of land for fair market value and for aviation related uses. Most of the City's airport leases had expired over 10 years ago. Therefore, the goal of the City's efforts has been to reinstitute valid leases that are in compliance with FAA regulations. The City has updated all hangar leases and portable hangar ground leases. Staff is now working on completing the remaining miscellaneous ground leases.

DISCUSSION:

The City currently leases two pieces of Airport property to the Rava Business Park. One is approximately 135,000 square feet leased for \$1 annually. The other is approximately 20,000 square feet leased for \$3,000 annually. The \$1 lease does not comply with FAA regulations.

**CITY COUNCIL
CONSIDERATION OF MESA DEL REY AIRPORT GROUND LEASE WITH
RAVA BUSINESS PARK, INC.
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A new lease covering both areas was approved by the City Council in December 2019, but it was never executed by Rava Business Park. The lease for 135,000 square feet has been terminated. The second lease is being updated, which includes an expanded parcel to reflect the area actively used by the tenant, an updated lease rate, and the new standard Airport lease document. The proposed term is five years with the option of two 5-year extensions and continuing month to month after the initial term.

COST ANALYSIS:

The monthly rent is \$665. After the initial 5-year term, an annual CPI increase to the rent will be applied. The proposed lease will result in an increase in revenue of approximately \$5,000 per year.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this action and has determined that it falls within the Categorical Exemption set forth in Section 15301, which includes leases for public structures and facilities. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Modify the proposed lease terms and approve;
3. Do not approve the new lease; or
4. Provide staff with other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
APPROVING A GROUND LEASE AT THE MESA DEL REY AIRPORT
TO THE RAVA BUSINESS PARK, INC.**

WHEREAS, the City of King (“City”) is the owner of the King City Mesa Del Rey Municipal Airport (“Airport”); and

WHEREAS, the City leases space at the Airport for portable and executive hangars and aviation equipment; and

WHEREAS, the Federal Aviation Administration (FAA) regulates use of airport property, which includes restricting the lease of land for fair market value and for aviation related uses; and

WHEREAS, the City currently leases two pieces of Airport property to the Rava Business Park, Inc., which need to be updated in order comply with FAA regulations; and

WHEREAS, the City desires to cancel one lease and update the other; and

WHEREAS, the City has performed a preliminary environmental assessment of this action and has determined that it falls within the Categorical Exemption set forth in Section 15301, which includes leases for public structures and facilities, and none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply; and

WHEREAS, the lease cost has been increased to reflect an appraisal conducted to determine fair market value consistent with FAA regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of King that the Mesa Del Rey Airport land lease agreement with the Rava Business Park, Inc. as set forth in Exhibit A is hereby approved and the City Manager is authorized to execute the lease agreement and all other associated documents.

This resolution was passed and adopted this 23rd day of **March, 2021** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

MESA DEL REY MUNICIPAL AIRPORT

Land Lease Agreement

This Municipal Airport Lease Agreement ("Lease") is made and entered into March 1, 2021, ("Lease Date") between the CITY OF KING ("CITY") and RAVA BUSINESS PARK, INC., ("TENANT"), pursuant to the following recitals, which are a substantive part of this agreement:

RECITALS

A. The CITY owns real property located at the Mesa Del Rey Municipal Airport in the City of King.

B. TENANT wishes to lease approximately 49,868 square feet at the Mesa Del Rey Municipal Airport depicted on **EXHIBIT B** ("Premises"), for the purpose of locating a hangar, access and storage of an aircraft and/or related aviation uses. No other use of said Premises by TENANT is authorized except with the specific written consent of the Airport Manager, *which may be posted and updated by the Airport Manager from time to time.*

C. The Premises at the Mesa Del Rey Municipal Airport are leased for the purpose of locating a hangar, aircraft and related items. To the extent not prohibited by City ordinance or FAA regulation, common uses may include, but not be limited to, the storage of aircraft parts and materials, aviation related operations, work benches, tables, seating, storage of refreshments (such as a mini-fridge), a rest area, entertainment equipment (such as a radio and television), decorations, and assembly of experimental aircraft for personal use. In compliance with applicable FAA regulations, a Tenant is permitted to perform routine and minor maintenance or inspections of their aircraft. However, any use of the Premises cannot create a nuisance or danger to public health and safety.

D. The CITY and TENANT desire to enter into a lease allowing TENANT to use the Premises in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, CITY and TENANT agree as follows:

AGREEMENT

1. Lease of Premises and Term. The initial term of this Lease shall be five (5) years, commencing on the 1st day of March, 2021, with the option provided to the TENANT for two five (5) year extension under the same terms and conditions, and continuing from month-to-month after the initial term. Parties may amend this Agreement at any time with mutual consent to revise the area of the Premises, the rent, and/or other provisions. Any amendment shall be in writing and signed by the Parties. CITY may terminate this Agreement upon sixty (60) days' written notice. A onetime up to ninety (90) day extension of time to vacate the Premises may be given by the City Manager upon TENANT receiving notice of the termination of this Agreement.

2. Premises Leased AS IS. TENANT acknowledges it has and shall accept the Premises from CITY in its "AS IS" condition without representation or warranty. TENANT acknowledges TENANT has inspected the Premises and is aware of its condition. Pursuant to California Civil Code Section 1938, TENANT is advised that the Premises have not undergone an inspection by a Certified Access Specialist, and, therefore, CITY is not aware if the Premises comply with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

3. Rent and Security Deposit. As consideration for the use and occupancy of the Premises, TENANT shall pay rent to CITY as follows: TENANT shall pay to CITY a monthly rent in the amount of six hundred and sixty-five dollars (\$665.00). After the initial sixty (60) months of the lease term, the rent shall be increased on the date the payment is due by the Consumer Price Index (CPI) amount for the prior 12-month period for the San Francisco – Oakland – Hayward area and a maximum of two and one-half (2.5%) percent

each year. All rent shall be paid by TENANT and be personally delivered or mailed to the City at 212 South Vanderhurst Avenue, King City, CA 93930 or any other place or places that CITY may designate by written notice to TENANT. . Rent shall be invoiced on an annual basis. Any rent not received by the due date shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

In recognition of prior occupancy of the designated rental site, City waives the requirement for a deposit. Parties agree that no deposit exists for this lease.

The CITY reserves the right to revise rental amounts in subsequent periods by amending the subject to approval by Resolution of the City Council of the City of King. CITY shall notify TENANT in writing of any changes to the monthly rental amount at least thirty (30) days prior to the effective date.

4. Governing Rules. TENANT hereby agrees to obey any and all rules, regulations, laws, ordinances, and directives of CITY and such directives, if any, of the Airport Manager relative to the use of the Mesa Del Rey Municipal Airport and space herein described. TENANT further agrees to comply with the mandatory requirements of Chapter 2.30, Mesa Del Rey Municipal Airport Rules and Regulations, of the King City Municipal Code and/or any amendments, changes or alterations to the King City Municipal Code as may be periodically adopted by majority vote of the City Council.

5. Right of Entry. TENANT agrees that the Airport Manager, or a City employee designated by the Airport Manager shall have the right to enter the Premises to inspect, repair, alter, or make improvements. The CITY may enter the Premises under emergency conditions without notice.

6. Default. TENANT agrees that in the event of default in the payment of rent or any of the terms and provisions of the agreement, CITY may, at its option, without notice to TENANT, enter the Premises and remove therefrom all aircraft and other property which may be therein and to place the same on an uncovered portion of the airport and to store personal property at the expense of TENANT at a public or private warehouse. If the aircraft is placed on an uncovered portion of the airport, TENANT agrees to pay to CITY all tie down storage rates then applicable at the Mesa Del Rey Municipal Airport together with any and all reasonable charges imposed and expenses incurred by CITY for removal of any property on or in the Premises.

7. FAA Regulations. TENANT hereby specifically agrees in addition to the covenants and agreements hereby set forth to abide by any and all rules and regulations of the Federal Aviation Administration ("FAA"), including but not limited to storage of materials within the Premises and those restrictions and/or conditions contained in grants of federal funds, pertinent to the operation of an aircraft and the use of the Mesa Del Rey Municipal Airport.

8. Insurance. TENANT hereby agrees to insurance requirements set forth in **EXHIBIT A** of this agreement.

9. Indemnification. TENANT hereby agrees that the privileges of using the Mesa Del Rey Municipal Airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the TENANT thereof. TENANT shall indemnify, protect, defend and hold harmless the Premises, CITY and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the use or occupancy of the Premises by TENANT and use of the parking lot and access way, the conduct of TENANT's business or Program, any act, omission or neglect of TENANT, its officers, directors, members, employees, agents or contractors; (2) out of any breach by TENANT in the performance in a timely manner of any obligation on TENANT's part to be performed under this Lease; (3) any acts, omissions or negligence of TENANT or any person or entity claiming through or under TENANT, or TENANT's agents, employees, contractors, invitees or visitors; or (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and

whether or not (in the case of claims made against CITY) litigated and/or reduced to judgment. In case any action or proceeding is brought against CITY by reason of any of the foregoing matters, TENANT upon notice from CITY shall defend the same at TENANT's expense by counsel reasonably satisfactory to CITY and CITY shall cooperate with TENANT in such defense. CITY need not have first paid any such claim in order to be so indemnified. In addition, CITY may require TENANT to pay CITY's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if CITY shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by TENANT or its counsel.

CITY shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of TENANT, TENANT's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of CITY or CITY's employees, contractors or agents.

TENANT shall require all individuals participating in its programs to sign liability waivers releasing, indemnifying and holding harmless the CITY from any and all injuries arising from their participation in the Program or use of the Premises being offered by TENANT.

The provisions of this section shall survive the expiration or termination of this Lease.

10. Successors: Assignment and Subletting. This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned or subleased by TENANT without the prior written consent of CITY, which consent may be given or withheld in CITY's sole and absolute discretion.

11. Enforcement. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

12. Waiver. The waiver by the CITY of any breach shall not be construed to be a continuing waiver of any subsequent breach.

13. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. TENANT acknowledges that, pursuant to California Revenue and Taxation Code section 107.6, TENANT's possessory interest in the Premises created by this Lease may be subject to property taxation. TENANT shall be solely responsible for any property taxes arising out of TENANT's possessory interest in the Premises. TENANT shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by CITY, TENANT shall furnish CITY with satisfactory evidence of these payments.

b. Personal Property Tax. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against TENANT's personal property installed or located in or on the Premises, and that become payable during the term of this Lease. On demand by CITY, TENANT shall furnish CITY with satisfactory evidence of these payments.

c. Business License Fee. TENANT shall pay before delinquency any and all business license fees that are levied and assessed against the TENANT, and that become payable during the term of this Lease, if any. TENANT's failure to pay any applicable business license fee to CITY shall constitute a default under this Lease.

14. Fixtures, Chattels and Personal Property. TENANT hereby gives and grants to the CITY a lien upon all fixtures, chattels and personal property of every kind and description, including the Aircraft, now or hereinafter to be placed, installed or stored by the TENANT at the Airport; and agrees that in the event

of any default on the part of the TENANT to pay rent, continuing for sixty (60) days, the Airport may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by CITY without prejudice to further claims thereafter arising under the terms hereof.

15. Notice And Waiver Regarding Relocation, Goodwill, Property Interest And Condemnation. TENANT knowingly and voluntarily acknowledges and agrees upon its vacation of the Premises at the end of the Lease, upon the sooner termination thereof for any reason, or vacation, of the Premises under any circumstances, in no event shall TENANT be entitled or shall CITY, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state, or local laws or regulations including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq. Further, TENANT being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq.) in connection therewith fully waives, releases and rejects any and all relocation assistance and benefits relating to or in any respect connected with TENANT vacating the Premises. In the event of the taking or condemnation of all or any part of the Premises, TENANT may receive compensation only for any taking of or damage to TENANT owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to CITY. TENANT shall **not** receive any value related to the leasehold value of the property which shall be paid solely to the CITY. In the event a condemnation or transfer in lieu thereof results in a taking of any substantial and/or material portion of the Premises, the CITY or TENANT may, upon written notice given to the other Party within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease.

16. Premises Designation. The CITY shall retain the right to assign the TENANT a new premises. The CITY shall make a reasonable effort to notify the TENANT of the change in premises specified for the TENANT and the TENANT shall vacate the Premises and agree to relocation to the specified premises.

17. Waiver of Liability. The CITY hereby disclaims and the TENANT hereby releases the CITY from any and all liability whether in contract or tort (including strict liability and negligence), for any loss damage or injury to the aircraft or other property of TENANT that may be located or stored in the Premises, unless such loss, damage or injury is caused by the CITY's sole negligence or intentional willful misconduct. The parties hereby agree that under no circumstances shall the CITY be liable for indirect, punitive, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not as limited to loss of revenue or anticipated profits or other damage related to the leasing of the Premises under this agreement.

18. Unremoved Property. If TENANT leaves any property, personal or otherwise on the Leased Premises after the termination or cancellation of this Lease, and fails, refuses or neglects, after notice from CITY, to remove same within thirty (30) days after such termination or cancellation, CITY at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the TENANT. TENANT hereby waives any and all damages for any loss resulting from disposal of such property. CITY shall also have the right to remove the stored aircraft if the stored aircraft is not otherwise removed by TENANT within thirty (30) days of termination of this Lease. If CITY removes the stored aircraft from the Leased Premises following termination of this Lease, TENANT shall be responsible to CITY for all costs of such removal and subsequent storage.

19. Hazardous Materials. TENANT shall not keep, store or utilize any materials which violate the mandatory requirements of Chapter 2.30, Mesa Del Rey Municipal Airport, of the King City Municipal Code. Also, TENANT shall not keep, store or utilize any pesticides, hazardous, or other combustible materials on the Leased Premises at any time without written approval of CITY.

20. Relationship of Parties. CITY is not, nor shall it become or be deemed to be, a partner or a joint venture with TENANT by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.
21. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.
22. Effect of Termination of Lease. Termination of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.
23. Amendments. This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.
24. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of California. Time is of the essence of this Lease.
25. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it. Further, this Lease shall supersede all prior agreements or leases entered into between TENANT and the CITY relating the use of and/or access to the Mesa Del Rey Airport, its facilities and hangers.
26. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.
27. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.
28. Voluntary Agreement: Authority to Execute. TENANT and CITY each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Lease they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective party.
29. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except TENANT (i) cannot seek money damages or pursue an action in law; and(ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity.
30. Binding Effect: Choice of Law. This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in the Superior Court of the State of California for the County of Monterey.
31. Contact Information. TENANT shall notify CITY within thirty (30) days of any changes to TENANT'S address, phone numbers or other contact information.

IN WITNESS WHEREOF, the Parties have duly executed this Lease on the day and year first above written.

CITY:

CITY OF KING,
a municipal corporation

By: _____
Steven Adams, City Manager

_____, 2021

TENANT:

RAVA BUSINESS PARK, INC.
A corporation

By:  _____
Jerry J. Rava II, President

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Roy C. Santos, City Attorney

EXHIBIT A

Insurance Requirements

TENANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with TENANT's operation and use of the leased premises. The cost of such insurance shall be borne by the TENANT.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory limits, and **Employer's Liability Insurance** with limits of no less than **\$1,000,000.00** per accident for bodily injury or disease. (Only required for a TENANT with employee(s)).
3. **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost for the higher limits maintained.

If the TENANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

1. For General Liability, the CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the TENANT.
2. The TENANT's insurance coverage shall be primary insurance as respect the CITY, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the CITY, its officers, officials, employees , or volunteers shall be excess of the TENANT's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the CITY.
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.
5. The Property insurance shall name the CITY as Loss Payee as its interests may appear.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the TENANT shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officer, officials, employees, and volunteers; or the TENANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

TENANT shall furnish the CITY with the original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the CITY before TENANT occupies the premises. However, failure to obtain the required documents prior to occupying the premises shall not waive the TENANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

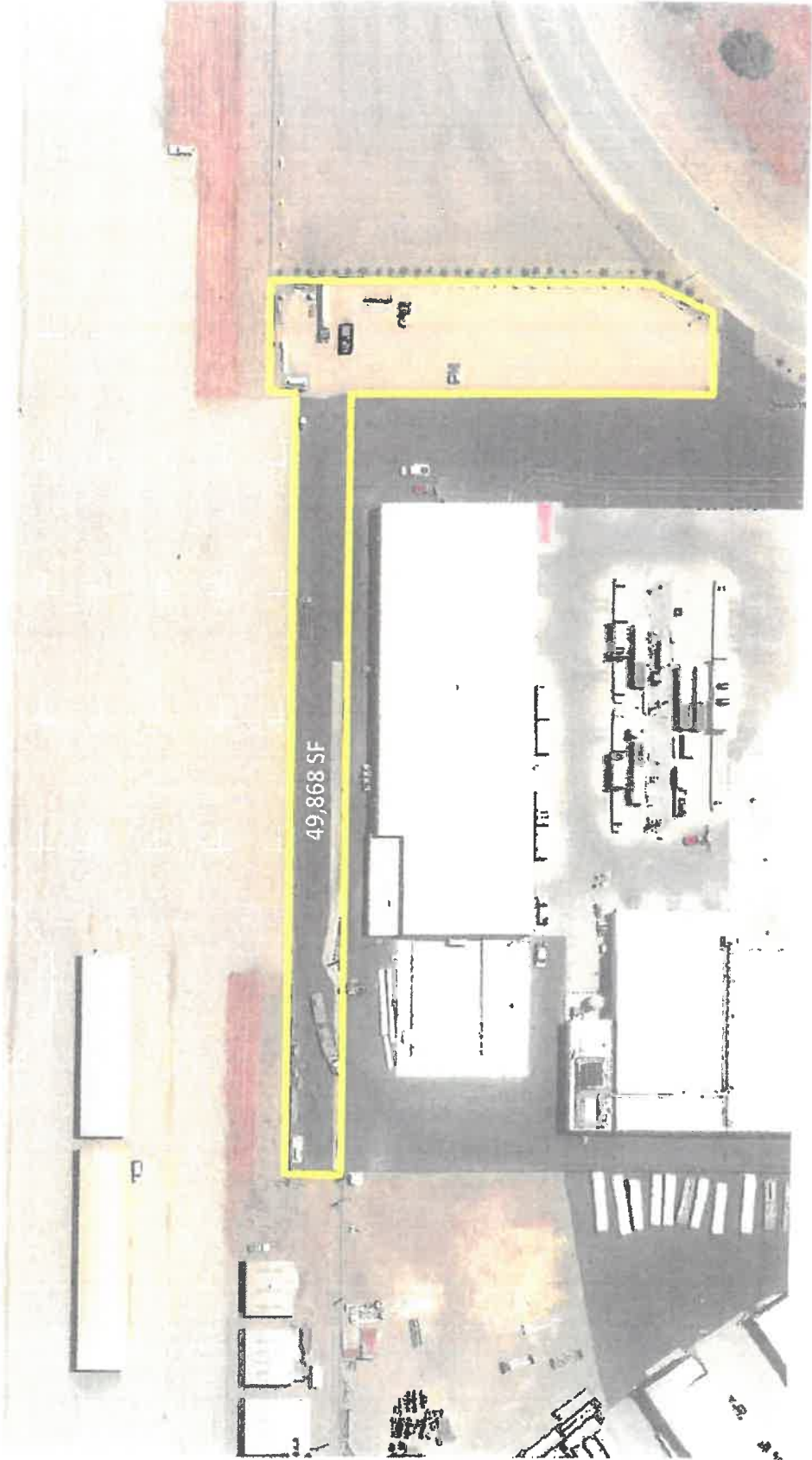
TENANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said TENANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT B

Airport Ground Lease Area
RAVA



Airport Land Lease Agreement

Information Sheet

Contact Name (please print) _____

Bill to Name (if different form contact name like a company name): _____

Address: _____

Email: _____

Home Phone: _____ Cell Phone: _____

Aircraft Make and Model: _____

Aircraft Registration (N#): _____

Tenant's Signature: _____ Date: _____

Official Use Only

Receipt #: _____ Date: _____ Total Amount Paid: _____

Visa/Cash/Check #: _____ 1st Month Fee: _____

From: _____ Security Deposit Amount: \$0.00