

**FIRST ADDENDUM TO FIXED BASE OPERATION LEASE**

THIS FIRST ADDENDUM is to that Fixed Base Operation Lease entered into on April 13, 2004 by and between the County of Siskiyou (“Lessor”) and Eagle’s Nest Aviation Services, LLC. (“Lessee”) and is entered into on the date signed by all parties to it.

WHEREAS, the Lease is set to expire on April 15, 2024, and services will continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Lease;

WHEREAS, the cost of rent to be paid under the Lease is expected to exceed the amount provided in the Lease; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Lease

WHEREAS, the parties desire to modify the terms of the Lease;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 6 of the Lease shall be amended to extend the term of the Lease through April 15, 2034.

Paragraph 7 of the Lease, Rent, shall be amended as follows: For the additional ten (10) years of the lease, the annual rental shall be the sum of Two Thousand Seven Hundred Eighty-Seven Dollars and Seventy-Five Cents (\$2,787.75), (\$.25 per square foot).

Paragraph 4 of Section 23 of the Lease shall be deleted in its entirety.

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this first addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**(Signatures on following page)**

COUNTY OF SISKIYOU

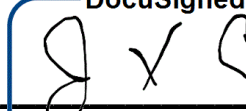
Date: \_\_\_\_\_

\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

LESSEE: Eagle's Nest Aviation

DocuSigned by:  
  
\_\_\_\_\_  
John Coffelt, Owner

Date: 3/24/2022

TAXPAYER I.D. \_\_\_\_\_

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
5230	302060	531100	

**WEED AIRPORT  
FIXED BASE OPERATION LEASE**

THIS LEASE is made and entered into this 13<sup>th</sup> day of April , 2004, by and between the **COUNTY OF SISKIYOU**, political subdivision of the State of California as Lessor, and **EAGLE'S NEST AVIATION SERVICES, LLC**, as Lessee.

WHEREAS, Lessor is desirous of developing facilities at the Weed Airport to better serve and accommodate the needs of the air transportation public; and

WHEREAS, Lessor does not have sufficient funding to expeditiously develop the facilities; and

WHEREAS, Lessee is willing to expeditiously develop facilities at the Weed Airport necessary to create an incentive on the part of the air traveling public to use the facility; and

WHEREAS, in exchange for the development of such facilities by Lessee, Lessor will provide Lessee certain incentives to construct improvements on the lease premises in the form of forbearance or reduced fees and/or lease payments for a period of time to allow those funds which would have been used for fees and/or lease payments to be used to develop the leased premises ; and

WHEREAS, to help improve the facilities to attract and foster greater use of the Weed Airport, Lessor will also assist in the improvement of the property by making available water and sewer systems from existing systems to the extent provided in this lease and as the Lessor may determine to be appropriate,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **LEASE AREA:** The Lessor is the owner of that real property known as the Weed Airport situated in Siskiyou County, California; the Lessor hereby leases to Lessee and Lessee hereby hires and leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises at the Weed Airport more particularly described in Exhibit "A" attached hereto.

2. **RIGHT OF FIRST REFUSAL:** Lessor is the owner of property adjacent to the herein leased premises, which property is described in Exhibit "B" attached hereto. In the event Lessor should receive a request to lease such property, or any part thereof, Lessee shall have the right of first refusal to lease such property. In the event Lessee exercises such right it shall, within fifteen (15) days, give written notice to Lessor of its intent to exercise such right and shall, within fifteen (15) days thereafter, deposit with the County an amount equal to the annual rental for such property intended to be leased. In the event Lessee does not give the requisite written notice or fails to make the requisite deposit, Lessee shall be deemed to have waived such right.

The parties will negotiate in good faith the terms of any lease that results from the exercise of this right.

3. **EXCLUSIVE RIGHT AND NON-DISCRIMINATION:** Within the meaning of the Federal Aviation Act of 1958, Section 308(a), the Lessee understands there shall be no exclusive right for the use of any landing area or air navigation facility upon which federal funds have been expended.

Any clause in this lease shall not be construed as granting an exclusive right. In the use of the airport, the Lessee shall neither discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, or national origin in any manner prohibited by the Department of Transportation, Regulations of the Office of the Secretary, Part 21.

4. AFFIRMATIVE ACTION ASSURANCES: Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, color, creed, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to the County of Siskiyou that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations as required by 14 CFR, Part 152, Subpart E, to the same effect.

5. PURPOSE OF LEASE: The purpose of this lease is to (1) provide certain services to the public, as well as to provide a possible financial incentives to the Lessee, and (2) allow Lessee to conduct a "Fixed Base Operation" (F.B.O.) on the leased premises of the Weed Airport. These operations may include but not be restricted to:

- (a) Sale of aircraft, radio and electronic equipment, aircraft parts retail and wholesale, navigational and airmen supplies and accessories.
- (b) Flight operations, including demonstrations of aircraft for sale, rental (with or without pilot), carrying of freight or passengers for hire, flight training and air taxi.
- (c) Maintenance, repair and overhaul of all types of aircraft and engines.
- (d) Line Service including fueling, lubrication and other servicing of all transient or based aircraft including military. This shall include services to airline aircraft or carriers not set up to do their own servicing on the leased premises. Line service may also include services provided on the public use apron and transient aircraft parking ramp.
- (e) Installation and operation of vending machines.
- (f) Towing disabled aircraft, and loading and unloading aircraft.
- (g) Assessing service charges and fees.
- (h) Installation of signs and advertisements promoting Lessee's name and brand names of any fuel, airplanes or other products and services being offered. Lessor shall have the right to disapprove installation of any signs and advertisements deemed objectionable by the Lessor. Said right of disapproval shall not be exercised unreasonably.

6. TERM OF LEASE: The term of this lease shall be for a period of twenty (20) years commencing on April 15, 2004, and terminating on April 15, 2024. In the event that Lessee has not been in default with respect to any of the conditions or covenants of this lease, Lessee shall have an option to extend the term of the lease for an additional twenty (20) years. Such option to renew shall be exercised by Lessee delivering in writing to the Siskiyou County Department of Public Works, 305 Butte Street, Yreka, California 96097, a notice exercising such option to renew 180 days prior to the termination of the initial period of this lease. Upon receipt of the said notice, this lease shall be extended for the time covered by the additional period upon the terms and conditions provided herein. If Lessee is in default at the time of exercising said option or becomes in default at the time the extended term is to commence, said option shall be null and void and the lease shall terminate at the end of the then current term.

7. RENT: In consideration for the construction of a hangar and office as set forth in Paragraph 7 and in consideration of Lessee's maintaining and operating said facilities for the use of the public, there

shall be no rental assessed for the first five (5) years of the lease term. Commencing with the sixth (6<sup>th</sup>) year of the lease term and continuing for the following four (4) years, the annual rental shall be the sum of One Thousand Six Hundred Thirty Seven Dollars (\$1637.00) (\$.15 per square foot). For the remaining ten (10) years of the original lease term, the annual rental shall be the sum of Two Thousand One Hundred Eighty Three Dollars (\$2,183.00) (\$.20 per square foot).

The rental for the optional twenty (20) year term, if exercised, shall be structured as follows:

For the first year of the renewal term the rent shall be the rental payment in effect the last month of the original term increased by a percentage equal to the percent increase in the Consumer Price Index for all Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. (or any successor thereto) with the base index being the index published in the first month of the first year of the original lease term. If the "first month" is a month in which the CPI is not published, the base index shall be the indexed published for the next following month. (For example, if the base index is published in February, April, June, August, October and December and the first month of the first year of the original lease term is March, the base index would be the index published in April).

*Example of calculation of rent: Lease commences April 15, 2004 and April 15, 2024. Rent at end of twenty year term is \$2,183.00. CPI increase from April 15, 2004, to April 15, 2024, is 2% each year for a total of a 40% percent increase in the base rent—\$2,183 + \$873 = \$3,056.*

The rental for each successive year of the renewal term shall be the rental in effect at the end of the preceding year increased by a percentage equal to the percent increase in the aforesaid Consumer Price Index for the preceding one year period, or by One Hundred Dollars (\$100.00), whichever is greater.

*Example of calculation of rental for second year of renewal term using example above: Rent at end of first year of renewal term is \$3,056. Increase in the CPI is 2% from April 2025 to April 2026 is 2%. Rental for second year of the renewal term is \$3056 + \$61 = \$3,117. (Rental would actually be increased by \$100 pursuant to immediately preceding provision)..*

No adjustment shall be made which would reduce the rent at any time below the rent payable at the beginning of the original lease term.

Payment shall be made to the Siskiyou County Department of Public Works, 305 Butte Street, Yreka, California 96097, on an annual basis with the first payment to be made on the execution of this lease and with subsequent payments to be made on or before the anniversary date of each year thereafter.

8. REVENUE FROM GROSS ANNUAL RECEIPTS: During the initial term of this lease, Lessee shall not be required to pay to Lessor a percentage of its Gross Annual Receipts. However, should the option to extend the lease for an additional twenty years be exercised, it is agreed that the parties will negotiate the percentage of gross annual receipts to be paid by Lessee to Lessor for the renewal period.

Payments to Lessor pursuant to this paragraph will be accompanied by a financial record showing the total gross business conducted during the preceding twelve month period.

As used herein, "gross annual receipts" shall mean the gross amount received by Lessee or its assignees, sublessees, agents or licensees, from commercial activities conducted on the premises. "Gross annual receipts" shall not include:

- ◆ Revenues attributable to sale of airplanes;
- ◆ Amounts of all sales taxes, luxury taxes, excise taxes and similar taxes required by law to be added to the total purchase price, which must be accounted for by Lessee to any government or governmental agency;

- ◆ Amounts attributable to sale of aviation fuel, taxes and charges added to the price of aviation fuel, which amounts must be accounted for to any government or governmental agency in addition to the taxes enumerated in the preceding point.
- ◆ Sales of merchandise traded in for credit
- ◆ Income or receipts that, under generally accepted accounting principles, are derived from the sale or disposal of any capital assets, or from the retirement of any indebtedness, or from Lessee's investment of any funds not invested in the premises.

There shall be deducted from "gross annual receipts", for the purpose of accounting to the Lessor, the amount of any actual refunds or credits made by Lessee for returned merchandise, the amount of which had theretofore been included in computing the gross.

9. CONSTRUCTION OF HANGAR AND OFFICE SPACE: On or before April 15, 2005, Lessee shall construct, at its sole cost and expense, a 95' x 80' (7,600 square feet) hangar which includes 25' x 80' office space adjacent to said hangar. The location of such hangar and office space shall be as designated by Lessor and as set forth on the attached Exhibit "A" and shall be constructed in a manner acceptable to Lessor. Lessee shall not commence any construction prior to receiving written notice to proceed by Lessor.

10. REFUELING SERVICES: Lessee, at its sole cost and expense, has installed a Jet A fueling facility and will commence operation of the facility upon the effective date of this lease, or as soon thereafter as reasonably practical. Lessee shall continue to operate the 100 low lead tank, pump and related facility installed by Lessee.

Lessor retains the right to periodically review the price being charged for fuel by Lessee.

11. PAYMENT ON FUEL SALES: Lessee shall make no payment on Jet A fuel sales for the first five (5) years of the lease term. Commencing with the sixth (6<sup>th</sup>) year and continuing thereafter, Lessee shall pay to Lessor the sum of \$.08 per gallon for all Jet A fuel sold on the leased premises. Lessee shall pay to Lessor the sum of \$.08 per gallon for all 100 low lead fuel sold through the card lock facility at the Weed Airport.

Such payments shall be made to Lessor at the Department of Public Works, 305 Butte Street, Yreka, California 96097, on or before the 15th day of each third month during the term hereof for all fuel sales occurring in the preceding three calendar months. Lessee agrees to keep true and accurate records evidencing such fuel sales and shall provide same to Lessor with each payment. The accounts for such sales shall be open for inspection by Lessor's duly appointed officers, agents, assigns, sublessees, or other successors in interest at any reasonable.

12. EXTENSION OF WATER AND SEPTIC SYSTEM: It is agreed that Lessor will bring water and a septic system to the hangar and office building at its sole cost and expense in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00). Said expense shall be paid from the Airport Budget.

13. INSURANCE: During the period of any construction on the leased premises, Lessee shall provide or cause its contractors and subcontractors to furnish the following forms and amounts of insurance:

Builders All-Risk Insurance, covering the entire work contemplated by this lease agreement against loss or damage until completion. Insurance shall be in an amount for the replacement value of the subject building and endorsed for broad form property damage, breach of warranty, and explosions, collapse and underground hazards. Lessee shall procure and maintain for the duration of this lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

During the term of this lease, Lessee shall maintain the following types of insurance with limits not less than:



General Liability (including, completed operations, products liability): \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Employer's Liability (If applicable): \$1,000,000 per accident for bodily injury or disease.

Hangarkeepers Liability in amounts of \$100,000 per occurrence.

Real Property Insurance covering all improvements built by Lessee against loss or damage by fire in an amount equal to the replacement value of the improvement(s) so covered.

With the exception of employer's liability coverage, the County of Siskiyou shall be named as an insured on such insurance policies. Lessee agrees that the insurance will be provided by a California admitted carrier and possess a current Best A rating. The policy shall contain or be endorsed to contain that the Lessee's insurance coverage shall be for primary and not excess coverage. Any insurance or self-insurance maintained by Lessor shall be excess of the Lessee's insurance and shall not contribute with it. Insurer shall give the Lessor at least thirty (30) days' written notice before any insurance can be canceled or changed. Certificates and endorsements evidencing such coverage shall be furnished to Lessor upon execution of this lease.

14. FIRE FIGHTING EQUIPMENT: Lessee shall provide fire extinguishers within each hangar or building and near outside aircraft parking areas according to the requirements of applicable codes and regulations.

15. BUILDINGS ON LEASED PREMISES: Lessee shall have the right to construct at his own expense a hangar and office space as described in Paragraph 9. No other buildings of any kind or nature or any other improvements may be placed on the leased premises without prior written consent of the Lessor. All improvements made to the leased premises will be coordinated with the Department of Public Works to ensure that all codes and regulations are met.

16. MAINTENANCE AND REPAIRS: Lessee agrees to maintain the leased premises, buildings, and surrounding grounds in a clean and orderly manner. This includes water systems, landscaping, general building upkeep, trash disposal, painting, plumbing, wiring and structural repairs as necessary. It is mutually understood and agreed that Lessee shall pay for reasonable repairs and maintenance of all improvements on leased premises and if the Lessee does not perform the reasonably required maintenance and repairs within thirty (30) days after written notification by Lessor, Lessor shall have the right to enter premises and perform the necessary work at Lessee's expense.

17. HANGAR AND OFFICE SPACE MAINTENANCE: Lessee shall assume total and full responsibility for the upkeep and appearance of the hangar and office space as well as other facilities hereinafter placed on said premises by Lessee during the term of this lease or any extension thereof.

18. ACCESS TO LESSEE'S ACCOUNTS: It is mutually understood and agreed that Lessor shall have access to the Lessee's accounts and records relating to fuel sales at any time during the normal business hours upon three days' notice for the purposes of audit. Failure to provide such access shall be deemed a material breach of this lease agreement and Lessor may, at its sole discretion, terminate said lease.

In the event Lessee commences paying to Lessor a percentage of its gross annual receipts as provided for in Paragraph 8, Lessor shall also have access to Lessee's accounts and records relating to such sales at any time during the normal business hours upon three days' notice for the purpose of audit.

Failure to provide such access shall be deemed a material breach of this lease agreement and Lessor may, at its sole discretion, terminate said lease.

19. ACCOUNTING RECORDS: Lessee shall keep acceptable accounting records according to standard approved accounting procedures for income tax purposes during the term of this lease and for at least three (3) years after the expiration of the lease or the extension thereof.

20. UTILITIES: The leased premises have been metered separately and Lessee agrees to pay all utility costs including telephone and power.

21. OWNERSHIP OF IMPROVEMENTS: It is mutually agreed that any improvements placed upon the leased premises by the Lessee shall remain the property of Lessee throughout the term of the lease. However, it is understood and agreed that the placement of such improvements, including but not limited to the hangar and office space, was for the purpose of providing services to the air traveling public and for which Lessee was afforded financial incentives in order to facilitate the construction of said improvements. The removal of any improvements constructed or placed on the leased premises, including but not limited to the hangar and office space structure, prior to the expiration of the lease term or any extension thereof may be deemed a breach of contract and Lessor may, at its sole discretion, terminate said lease. In addition, Lessee shall pay to Lessor an amount equal to any and all rental payments that were forgiven up to the time of removal of said improvements. If such rental payments are not made within sixty (60) days following written notice to Lessee by Lessor, Lessor may exercise any remedy available to it under California law. If the removal of such improvements results in damage to Lessor's property, and the premises are not restored to their original condition within thirty (30) days of removal of said improvements, Lessee shall be liable to Lessor for any resources expended by Lessor in restoring its property to its original condition.

Any improvements which have not been removed from the leased premises within thirty (30) days after the expiration date of this lease or any extension thereof, or other termination of this lease, shall become the property of Siskiyou County.

22. HOLD HARMLESS AGREEMENT: Lessee agrees to and shall hold Lessor harmless, blameless, and free from fault for any claims, actions, or causes of action which may arise from Lessee's or its agents', employees', patrons', or other guests', permittees' and invitees' use of the leased premises. Lessee also agrees to hold Lessor harmless from all actions, causes of actions, claims or other liability arising out of Lessee's use and occupation of the leased premises. Lessee agrees to hold Lessor harmless from any workman's, laborer's, contractor's, or materialman's liens which might arise as a result of Lessee's occupancy and use of the premises.

23. ASSIGNMENT OR SUBLEASING: Lessee shall not assign this lease nor any interest therein, and shall not sublease the leased premises or any part thereof or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the leased premises or any portion thereof without the written consent of the Lessor first had and obtained, and a consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without Lessor's consent shall be void and shall, at Lessor's option, terminate this lease. Said consent shall not be unreasonably withheld.

Lessee agrees that it will promptly furnish Lessor the information necessary for Lessor to consider such request. Provided that such information is provided in a timely manner and fully addresses those factors Lessor will assess in considering such request, County agrees to use its best efforts to place the



request for assignment or subleasing on the agenda of the next available Board meeting following receipt of the information.

In evaluating a request for assignment or subleasing, the Lessor will consider the following factors:

- ▶ That each of the assignees has the requisite qualifications, experience, background and financial capacity to provide the services provided for in the current lease agreement and carry out the obligations thereof consistently and without prejudice to the public.
- ▶ That the interest and oversight of the Lessor to control any subsequent assignment or subleasing of the lease be and is protected in all relevant documents that may be necessary for the effectuation of the assignment or subletting.
- ▶ That appropriate guarantees are in place so that Lessor will have recourse in the event that the assignee is not successful in providing the services contemplated by the current lease agreement.
- ▶ That individually and collectively, the assignees meet and satisfy the higher standards for honesty and credibility attendant to any arrangement involving the use of public property with access to public funds.

In the event an assignment of Lessor's rights under this lease is made to a firm or individual other than immediate family of Lessor, this lease shall be subject to renegotiation. For purposes of this section, "immediate family" shall mean parents, wife/husband, children, brothers and sisters.

This section does not apply to short term use of the facility or use of the facility for emergency services. For purposes of this provision, "short term" use shall mean less than thirty (30) days. Authorization for short term use of the facility may be given by the County Administrator.

This section does not apply to transfers of ownership interests within Lessee's LLC so long as such transfer does not result in a transfer of management control from John X. Coffelt and so long as John X. Coffelt remains a member of the LLC.

Notwithstanding the aforementioned exceptions, it is contemplated that any assignment or subleasing will not act as a novation with respect to the current Lessee.

24. **PERFORMANCE OF TERMS AND CONDITIONS:** Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease, save and except by mutual consent of the parties.

Should Lessee fail to perform pursuant to the conditions of this lease, Lessor shall have the right, at its option to terminate the lease. Notice of such intention to exercise this right must be made in writing in accordance with the notice provisions of Paragraph 33 herein.

25. **ABANDONMENT:** Lessee agrees not to vacate or abandon the premises at any time during the demised term. Should Lessee vacate or abandon said premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this lease and, in addition to any other rights which Lessor may have, Lessor may remove any personal property belonging to lessee which remains on the demised premises and store the same, such removal and storage to be for the account of the Lessee.

26. Default and Remedies: In the event any of the following events occur and are not remedied by the defaulting party within ten (10) days after notice thereof or the commencement and/or completion of performance within a reasonable time if the alleged default involves Subsection (b):

- (a) Either party fails to pay or discharge when due any money obligation imposed upon it, as the case may be, by this lease.
- (b) Either party fails to perform, or cause to be performed within a reasonable time, any covenant or obligation to be performed by it, as the case may be, by this lease.
- (c) An involuntary petition in bankruptcy is filed against either party and it is not dismissed within thirty (30) days.
- (d) Either party makes an assignment for the benefit of creditors.
- (e) Either party is adjudged bankrupt or insolvent by any court of competent jurisdiction.
- (f) A receiver or trustee in bankruptcy or a receiver of the properties of either party is appointed in any suit or proceeding brought by or against either party,

Then and only in such events, the non-defaulting party, at its option and without any further demand or notice, may have any remedy available to it under California law, and shall also have the right to use of Lessee's name and to immediate possession of the premises.

In the event of the occurrence of any of the events listed above, Lessor may, without terminating the lease, exercise all of the rights and remedies of a landlord under Section 1951.4 of the California Civil Code or any successor statute.

Should Lessor choose to terminate this lease pursuant to this paragraph, Lessor shall have all the rights and remedies of a landlord provided by Section 1952.1 of the California Civil Code or any successor statute. The amount of damages which Lessor may recover in the event of such termination shall include (i) any money, including rent, unpaid to the time of award, plus interest thereon at the rate of ten percent (10%) per annum from the date of owing to the date paid; (ii) all damages and costs reasonably incurred or suffered by Lessor as a result of the default and termination; and (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the lease term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided.

All rights, privileges, and elections of remedies of landlord contained herein are cumulative and not alternative to the extent permitted by law and except as otherwise provided herein.

27. Destruction of Premises: In the event the improvements placed on the leased premises, or any part thereof, are at any time damaged or destroyed by fire, casualty or other cause, then said facilities shall be restored or rebuilt, or not restored or rebuilt, in accordance with the following terms and conditions, to wit:

- a. If the improvements are damaged or destroyed to the extent of more than 50 percent of the replacement cost thereof, Lessee shall have thirty (30) days after the incident giving rise to the damage or destruction to give Lessor written notice of its intention to restore or rebuild or not to restore or rebuild. If Lessee does not intend to restore or rebuild or if Lessee fails to give such notice of its intention within the aforesaid thirty (30) days, the lease shall be

deemed terminated thirty (30) days after the date upon which notice was given. If Lessee fails to give notice within the aforesaid thirty (30) day period, such lease shall be deemed terminated on the 31<sup>st</sup> day and the Lessee shall vacate the premises and surrender the same to Lessor.

- b. If the leased premises are damaged or destroyed to the extent of less than 50 percent of the replacement cost thereof, or if the Lessee otherwise determines to restore or rebuild the premises and if the insurance proceeds payable as a result of said damage or loss are sufficient for the purpose, the Lessee shall, at its own cost and expense and with due diligence, restore the improvements on the leased premises to as good a condition as the improvements were in immediately prior to such destruction or damage. If the insurance proceeds exceed the cost of such restoration or rebuilding, the excess shall be retained by the Lessee.
- c. In the event the lease is not terminated pursuant to the provisions of this Paragraph, the rental shall be suspended during the period of rebuilding and restoration if the improvement is untenable, and such rental shall be suspended prorata if the improvements are partially tenable.

28. SPECIAL CONDITIONS REQUIRED BY FUTURE DEVELOPMENT: If, at any time during the terms of this lease, the Board of Supervisors makes a determination that the leased premises will interfere with the planned development of the airport, i.e., service station, motel and restaurant, Lessee agrees to accept another site on the airport, except that Lessee shall not be required to accept another site for the location of a second FBO on the airport premises. Lessor agrees to lease equal acreage at the same terms contained in this lease. The financial responsibility for moving the portable hangars or other "nonpermanent" type installations shall be either that of the new developer or the County of Siskiyou, as determined by the Board of Supervisors. Lessor agrees that sixty (60) days' written notice can be furnished to the Lessee by the County if relocation is required. Any rental that may be due from Lessee to Lessor shall be suspended during the period of the move that Lessee's business activities are interrupted. Upon the certification by Lessor's Public Works Building Department that the relocated facility is suitable for occupancy, Lessee shall resume rental payments to Lessor within thirty (30) days of the date of such certification.

Further, in considering any request for a second refueling service or FBO, the County shall take into consideration the market conditions to ensure the most viable operation of the Siskiyou County Airport.

29. COMPLIANCE WITH FEDERAL, STATE AND COUNTY LAWS: Lessee agrees to comply with all laws, rules and regulations promulgated by the United States, State of California, of Lessor, County of Siskiyou, or their agencies now in force or hereafter duly promulgated during the term of this lease.

30. WAIVER: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any prior occurring breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such prior existing breach at the time of acceptance of such rent.

31. DEFAULT AND RIGHT OF RE-ENTRY: If Lessee breaches this lease by failing to perform any of the conditions herein, or has not paid rent for a period of sixty (60) days after rental payment is due, Lessor shall have, in addition to any and all other rights and remedies, the right to terminate this lease,

remove all of Lessee's personal property from the leased premises and retain all sums heretofore paid by Lessee.

32. PROPERTY TAXES: Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest.

33. NOTICES: Any notices required to be given pursuant to the terms and conditions herein shall be in writing and shall be sent by First Class Mail to:

LESSOR: County of Siskiyou  
c/o Public Works Department  
305 Butte Street  
Yreka, CA 96097

Copy to: Siskiyou County Administrator  
P.O. Box 750  
Yreka, CA 96097

Copy to: Siskiyou County Counsel  
P.O. Box 659  
Yreka, CA 96097

LESSEE: Eagle's Nest Aviation Services, LLC  
P.O. Box 241  
Gazelle, CA 96034


34. VENUE: This agreement has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Siskiyou County and that County shall be the County for venue in any action or proceeding that may be brought or arise in connection with this Agreement.

35. PARTICIPANTS: The lease and its terms, covenants and conditions hereby apply to and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

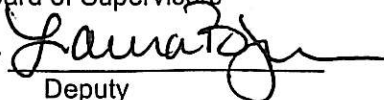
**THIS LEASE AND ITS TERMS AND CONDITIONS SUPERCEDE THE LEASE AGREEMENT ENTERED INTO BETWEEN THE PARTIES ON AUGUST 4, 1998, AS EXTENDED.**

IN WITNESS WHEREOF, the parties hereto have set their hands this 13<sup>TH</sup> day of April 2004.

COUNTY OF SISKIYOU  
Lessor

By   
Chair, Board of Supervisors

ATTEST:  
COLLEEN BAKER, CLERK,  
Board of Supervisors

By   
Deputy

Approval Signatures Follow

EAGLE'S NEST AVIATION, LL.C.  
Lessee

By J. X. Coffelt  
John X. Coffelt, Manager

APPROVED AS TO LEGAL FORM:

Frank J. DeMarco  
Frank J. DeMarco, County Counsel *4-21-04*

APPROVED AS TO ACCOUNTING FORM:

*5230 302060 531100*  
Fund            Organization            Account           

Ann Cameron  
Auditor

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick  
Rose Ann Herrick, Risk Management

S:\LEASES\WeedFBOdraft2Bd  
4/13/2004

**EXHIBIT "A"**

All that certain real property located in the County of Siskiyou, State of California, described as follows:

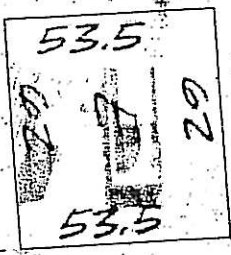
That certain portion of Section 20, Township 42 North, Range 5 West, M.D.M., more particularly described as Lot E and Lot F, as shown per that certain map entitled "Weed Airport Lease Exhibit", sheet 1 of 2, dated April 23, 2001, on file in the Office of the Siskiyou County Public Works Director, said map being attached hereto and made a part hereof.





11.53.26.224

215.00



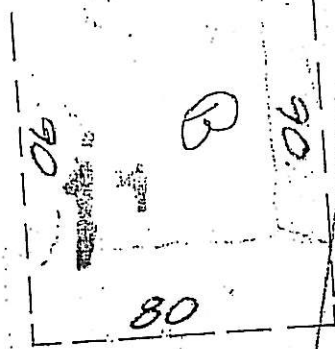
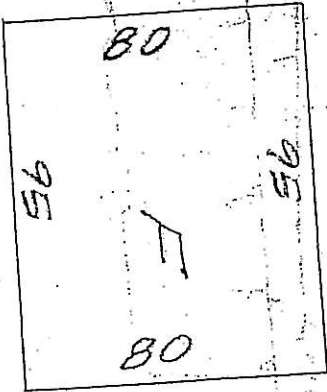
40

12.11

61.90

11.11

34





**AssuredPartners**  
AEROSPACE

**This is to certify to:** Siskiyou County Department of General Services  
**whose address is:** 190 Greenhorn Road  
Yreka, CA. 96097

**that:** Eagle's Nest Aviation Services LLC and John X Coffelt  
PO Box 241  
Gazelle, CA 96034

is at this date insured with ACE Property & Casualty Company through Chubb-ACE American for the Limits of Coverage stated below:

**Policy Number(s):** AAP N16741784 002  
**Effective Dates:** 05/23/2021 thru 05/23/2024

With respect only to:

### AIRPORT LIABILITY:

COVERAGE	LIMIT	DEDUCTIBLES
Premises Liability* *Including premises incidental and necessary to the aviation operations of the Named Insured.	\$2,000,000 Per Occurrence	
Premises Medical Payments	\$5,000 Per Person	
Products/Completed Operations Liability* *Fuel and Oil	\$2,000,000 Aggregate	

**Just remove the sections and/or lines not needed for your certificate.**

#### Additional Insured

The above certificate holder is included as an additional insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations; or
- B. in connection with your premises owned by or rented to you.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage and/or limits afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Issued by: AssuredPartners Aerospace  
9620 NE Tanasbourne Dr, Ste 150, Hillsboro, OR 97124  
(800) 275-7345

Date Issued: January 27, 2022

*Usher Sterling*

Authorized Signature