

**YUBA COUNTY AIRPORT  
OFF-AIRPORT OPERATOR AGREEMENT  
AND USE PERMIT**

This Agreement and Use Permit, made and entered into this first day of January 2023, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as "County", and Eric Nelson located at 1439 Aviation Drive, Olivehurst, CA 95961, herein after referred to as "Permittee."

**WITNESSETH:**

**WHEREAS**, County is the owner of Yuba County Airport, hereinafter referred to as "Airport," in the County of Yuba, State of California, said airport being a general purpose airport owned and maintained by County for the use and benefit of the public; and

**WHEREAS**, Permittee wishes to conduct certain non-commercial activities at said Airport on real property owned by Permittee adjacent to said Airport. Said real property has been developed for commercial and non-commercial uses which require access to the Yuba County Airport; and

**WHEREAS**, Eric Nelson, desires to obtain for itself the right to move aircraft between the taxiway systems of the Yuba County Airport and the adjacent property; and

**WHEREAS**, the Federal Aviation Administration recommends that airport owners refrain from entering into any agreement that grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport; and

**WHEREAS**, the owner of an airport is entitled to seek recovery of initial and continuing costs of providing a public use landing area; and

**WHEREAS**, the development of aeronautical enterprises on land uncontrolled by the owner of the public airport can result in a competitive advantage for the "through-the-fence" operator to the detriment of on-airport operators. To equalize this imbalance, the airport owner shall obtain from any off-base enterprise a fair return for its use of the landing area.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. OPERATIONS: Permittee's approved operation at Airport is pursuant to the provisions of Part 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Permittee is authorized to conduct general aviation operations in accordance with current regulations in regard to its operation at Airport. No other services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee shall at all times and at its own cost and expense have all its owned or operated general aviation aircraft maintained in good operating order and free from known mechanical defects. The

method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Permittee in connection with its aircraft. There shall be no commercial operations conducted in the facility without a Commercial Operator's Permit.

All of Permittee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this permit and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable time within which to comply with such change. Permittee shall conform and comply with all noise abatement rules and all aviation regulations applicable to the Airport. Permittee agrees to conduct all flight activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

2. TERM: The term of this Agreement and Use Permit shall be five (5) years commencing January 1, 2023 and terminating December 31, 2027.

3. This Agreement and Use Permit can be renewed prior to the expiration of the term for an additional five (5) years by mutual agreement of the County and the Permittee. The County for any reason may terminate this Agreement at any time upon not less than ninety (90) days advance written notice to Permittee.

4. CONSIDERATION: Permittee agrees to make the following payments to County in consideration for the rights granted to Permittee under this Agreement and Use Permit:

A. Permittee shall pay to County an annual non-commercial use permit fee as set by the Yuba County Board of Supervisors. The current rate is Ninety Dollars (\$90.00) per month and can be paid monthly or annually. The use permit fee is adjusted annually with an effective date of July 1.

B. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Permittee at least thirty (30) days prior to the effective date of such change.

5. LATE PENALTY: In the event Permittee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess a late fee of \$50.00. Late fees are based upon the fee schedule set forth every July by the Yuba County Board of Supervisors under the Airport – Code Section 13.00.070.

6. OTHER CHARGES AND FEES: Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for services not referred to herein.

7. SPACE: This Agreement and Use Permit does not allow Permittee to possess any portion of the Airport. Further, nothing in this Agreement and Use Permit will be construed or understood as allowing Permittee to rent any Airport space for Permittee's operations.

8. ASSIGNMENT OR TRANSFER: The rights granted and the obligations imposed under this Agreement and Use Permit are not assignable or transferable by Permittee, and inure solely to the benefit of Permittee. Should Permittee make or attempt to make any assignment or transfer of such rights or obligations without County approval, the County has discretion to terminate this Agreement and Use Permit immediately, and any such assignment or transfer will be voidable at the County's discretion. If Permittee, without prior written notification to County, sells or sublets its property that adjoins the Airport and that is benefitted by this Agreement and Use Permit, or sells or sublets its hanger on that property, the County may exercise its discretion to issue a Use Permit to buyer or sublessor or may exercise its discretion to lock out and block access from the property to the airport taxiways and runways.

9. INSURANCE: Permittee shall throughout the existence of this Agreement and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limits as follows:

- A. See Exhibit B, attached hereto.
- B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Permittee as required by law in the State of California.
- C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.
- D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.
- E. Proof of Insurance: Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

10. INDEMNITY: Permittee shall indemnify and defend the County and its officers, agents and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by

County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the gross negligence of County.

11. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

12. SIGNS: Permittee shall not, without the prior written approval of County, erect, maintain, or display any signs on the Airport. Any conditions, restrictions, or limitations, with regard to signing as stated by County in writing, shall become conditions of this Agreement.

13. FAA CERTIFICATION: Permittee shall not engage in any operations at Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

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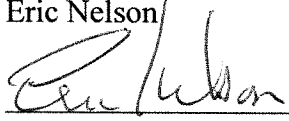
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14. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County at:  
Airport Manager  
YUBA COUNTY AIRPORT  
1364 Sky Harbor Drive  
Olivehurst, CA 95961

To Permittee at:  
Eric Nelson  
1439 Aviation Drive  
Olivehurst, CA 95961

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first above written.

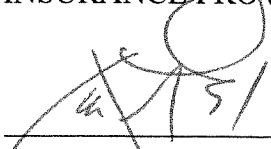
Eric Nelson/  
  
\_\_\_\_\_  
"Permittee"

COUNTY OF YUBA

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: Mary Pasillas  
Clerk of the Board of Supervisors

INSURANCE PROVISIONS APPROVED:

  
\_\_\_\_\_  
Risk Manager,  
Jill Abel

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Ciccozzi,  
County Counsel

## EXHIBIT A

### INSURANCE PROVISIONS

PERMITTEE 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 the performance of the work hereunder by the PERMITTEE, its agents, representatives, or employees.

#### 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 for bodily injury and property damage, including products-completed operations, personal injury and advertising 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. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if PERMITTEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.
3. **Worker's Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. (Not required if PERMITTEE provides written verification it has no employees.)
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to PERMITTEE's profession, with limits no less than \$1,000,000.00 per occurrence of claim, \$2,000,000.00 aggregate.
5. **Pollution Legal Liability** with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

If the PERMITTEE maintains higher limits than the minimums show above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by PERMITTEE.

#### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

**COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of PERMITTEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of PERMITTEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the PERMITTEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used.)

**Primary Coverage**

For any claims related to this contract, **PERMITTEE's insurance coverage shall be primary** insurance as respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of PERMITTEE's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

**Waiver of Subrogation**

PERMITTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said PERMITTEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. PERMITTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer. These Waiver of Subrogation provisions only apply to the property/casualty/workers' compensation insurance policies.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require PERMITTEE to provide proof of ability to pay losses and related investigations claim administration, and defense expenses within the retention.

**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 COUNTY.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, PERMITTEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

PERMITTEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work, beginning shall not waive PERMITTEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

PERMITTEE shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein.

### **Special Risks or Circumstances**

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



## EXHIBIT B

### FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSORS FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21 , Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add 'l as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers-
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the

election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The 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. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

- a. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
- b. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.
- c. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

8. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

9. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

10. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforementioned covenants are breached, the owner reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

11. The Lessee by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a

hazard. In the event the aforementioned covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.