

District Copy

BOS Agreement No. 01252
DOT Agreement No. 000101

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION

LAND LEASE AGREEMENT

LITTLE RIVER AIRPORT
LITTLE RIVER, CALIFORNIA

THIS AGREEMENT made and entered into this 18 day of Sept. 2001 between the COUNTY OF MENDOCINO, a political subdivision of the State of California acting by and through its Board of Supervisors, hereinafter referred to as "COUNTY", and the ALBION-LITTLE RIVER FIRE PROTECTION DISTRICT, hereinafter referred to as "DISTRICT".

PREMISES

COUNTY owns and operates an airport known as Little River Airport, hereinafter referred to as "AIRPORT", located near Little River, County of Mendocino, State of California. Operation of AIRPORT is under the administrative control of the Department of Transportation.

DISTRICT desires to utilize a portion of airport lands for the purpose of maintaining a firehouse and a picnic and recreational area as described on Exhibit "A" of the agreement.

This Agreement is entered into pursuant to the provisions of Mendocino County Ordinance No. 3347 adopted 7 July 1981.

AGREEMENT

In consideration of the above premises, and the promises and agreements described below, it is mutually agreed between the parties as follows:

SECTION I. FIREHOUSE

1. COUNTY shall permit DISTRICT to maintain a building to store fire fighting equipment and appurtenant fire fighting materials on that portion of airport land designated for the firehouse and fire fighting activities, as described in Exhibit "A".
2. DISTRICT shall comply with all applicable rules and regulations of County, State and Federal agencies pertaining to the operation of a firehouse.
3. DISTRICT shall maintain the building and firehouse site, as described in Exhibit "A", in good condition at all times.

4. **DISTRICT** will not store equipment, other than wooden picnic benches, or materials outside of building, unless requested by the **DISTRICT** in writing and approved by the **COUNTY** in writing.
5. **DISTRICT** shall confine its use of the building and appurtenant area to fire fighting activities, unless specified otherwise in this agreement or requested by the **DISTRICT** in writing and approved by the **COUNTY** in writing.

SECTION II. PICNIC AND RECREATIONAL AREA

1. **COUNTY** shall permit **DISTRICT** to use an approximately three acre site located adjacent to the **DISTRICT'S** firehouse along the easterly side of the **AIRPORT** access road for a picnic and recreational area, as described in Exhibit "A".
2. The **DISTRICT'S** use of the site shall be principally for the Albion-Little River Volunteer Fire Department's, hereinafter referred to as the **DEPARTMENT**, annual fundraiser barbeque.
3. **DISTRICT'S** use of the site shall be nonexclusive; but **DISTRICT** shall have priority of use to hold **DEPARTMENT'S** annual barbeque.
4. **DISTRICT** may allow the occasional day use of the site by other groups for picnic and recreational use for groups of less than 12 people who are monitored and supervised by the **DISTRICT**. Groups of 12 or more, but less than 200 people who are monitored and supervised by the **DISTRICT** shall be scheduled at least fifteen days in advance with a ten day written notice to the **COUNTY'S** Director of Transportation. **DISTRICT** shall not allow use of the site for groups of 200 or more people. **DISTRICT** shall allow amplified music only at a maximum of five events per year, including the annual **DEPARTMENT** barbeque. **COUNTY** reserves the right to not permit amplified music if the music creates a nuisance for nearby neighbors. **DISTRICT** shall not allow use of the site in excess of thirty days for all combined uses. **DISTRICT** shall not unlawfully discriminate in excluding individuals or groups from use of the site because of race, color, religion, sex, marital status, national origin or ancestry.
5. **DISTRICT** shall provide for security and protection of the public using the site, when the **DISTRICT** has approved the use.
6. No signs shall be displayed on the site without the express written approval of the **COUNTY'S** Director of Transportation. Requests for such signs shall be in writing to the **COUNTY'S** Department of Transportation.

SECTION III. GENERAL CONDITIONS

1. **DISTRICT** shall have exclusive right of ingress and egress to and from the firehouse and the developed water system and nonexclusive right of ingress and egress to and from the picnic and recreational area.
2. It is mutually agreed that the right of use hereby granted **DISTRICT** is exclusive for the firehouse and developed water system and for the picnic and recreational area is nonexclusive. **COUNTY** reserves the right to grant others permission to use said portion of **AIRPORT'S** lands, so long as said use does not unreasonably interfere with **DISTRICT'S** use and is agreed to by the **DISTRICT**.
3. **DISTRICT** shall, consistent with its equipment and manpower resources, provide emergency fire services at the **AIRPORT**.
4. **DISTRICT** shall not, by virtue of the use of a portion of **AIRPORT** lands as hereby stated, interfere with general **AIRPORT** operations.
5. **DISTRICT** agrees that **COUNTY** assumes no liability whatsoever for any death, injury or loss resulting from, arising out of or connected with the activities of the **DISTRICT**, its officers, trustees, employees or anyone in or about the site with the **DISTRICT'S** permission.
6. **DISTRICT** shall at all times keep the site in good order and condition and at the termination of the agreement surrender and deliver the site in good order and condition, with ordinary wear and tear and such damages by the elements, fire or other casualty, which are not due to the negligence of the **DISTRICT**, exempted.
7. When the picnic and recreational area site is used by persons other than those under the control of the **DISTRICT**, **COUNTY** will continue to retain responsibility for clean up of the site.

SECTION IV. TERM AND COMPENSATION

1. The term of the agreement shall be 20 years, commencing on 1 January 2001 and terminating on 1 January 2021, subject to the termination provisions contained in Section IX.
2. **DISTRICT** shall pay **COUNTY** the sum of one dollar (\$1.00) per year for the life of this agreement. The sum of \$20.00 shall be paid upon the execution of this agreement.

SECTION V. MODIFICATION AND NOTICE

1. No term or condition of the agreement may be changed unless made in writing and approved by both the **DISTRICT** and **COUNTY**.

2. Written correspondence or service of notices shall be addressed as follows:

DISTRICT

Albion-Little River Fire Protection District
PO Box 101
Albion, CA 95410

COUNTY

County of Mendocino
c/o Board of Supervisors
501 Low Gap Road, Room 1090
Ukiah, CA 95482

With copy to:

County of Mendocino
Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482-9432

SECTION VI. INDEMNITY

1. **DISTRICT** shall defend, indemnify and hold harmless **COUNTY** and any of its officers, agents, employees, invitees or guests from and against any and all liability, claims, suits, damages and expenses arising out of or in connection with the use of the site by the **DISTRICT** or by any groups or organizations approved to use the site by the **DISTRICT**.
2. **COUNTY** shall defend, indemnify and hold harmless **DISTRICT** and any of its officers, agents, employees, invitees or guests from and against any and all liability, claims, suits, damages and expenses arising out of or in connection with the **COUNTY'S** use of the site.

SECTION VII. INSURANCE

1. **DISTRICT** shall obtain and keep in full force and effect throughout the term of this agreement, a policy or policies of comprehensive public liability insurance, insuring **DISTRICT** and **COUNTY** and all of their respective agents and employees, against all claims arising out of or in connection with the conduct of the **DISTRICT** during use of the site. Such policy or policies shall provide for a minimum coverage of \$1,000,000 combined bodily injury and property damage liability, or its equivalent, and shall further provide that such policy is subject to cancellation only upon 30 days prior written notice delivered to the **COUNTY'S** Director of Transportation. **COUNTY** shall be named as additional insured in said policy or policies.

SECTION VIII. ASSIGNMENT

1. **DISTRICT** shall not at any time assign this agreement or any part thereof.

SECTION IX. TERMINATION

1. Unless terminated earlier or extended by written amendment hereto, this agreement shall terminate on 1 January 2021, as stated in Section IV, paragraph 1.
2. Upon termination, all fixed facilities constructed by the **DISTRICT** shall become the property of the **COUNTY**.
3. This agreement may be terminated by either party upon ninety (90) days written notice from either party to the other.
4. Notwithstanding any other provision of this agreement, **COUNTY** hereby reserves the right to terminate this agreement immediately, without liability, upon the occurrence of any one or more of the following events:
 - a. Continued violation of any term or condition of the agreement thirty (30) days after **COUNTY** has given **DISTRICT** written notice thereof.
 - b. Any material breach by **DISTRICT** of any provision of this agreement.
 - c. Abandonment of the site by the **DISTRICT**.
 - d. The Federal Government exercising its preemptive rights to **AIRPORT** under the terms of the "Cancellation of Lease" agreement between the United States of America and the **COUNTY**.
5. In the event either party is required to commence an action in a court of law to enforce its rights under this agreement, the prevailing party shall be entitled to reasonable attorney fees.

SECTION X. EXTENSION OF AGREEMENT

1. This agreement may be extended, by amendment, in ten (10) year increments upon mutual consent of both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

ALBION-LITTLE RIVER FIRE
PROTECTION DISTRICT

COUNTY OF MENDOCINO

Charlotte J. Hayden 8/28/01
CHAIRMAN, Board of Directors Date

Patricia A Campbell 9/18/01
CHAIR, Board of Supervisors Date

APPROVED AS TO FORM

RECOMMENDED FOR APPROVAL

Barbara Lei 8/28/01
County Counsel Date

R.V. P... 9/12/01
for Director of Transportation Date

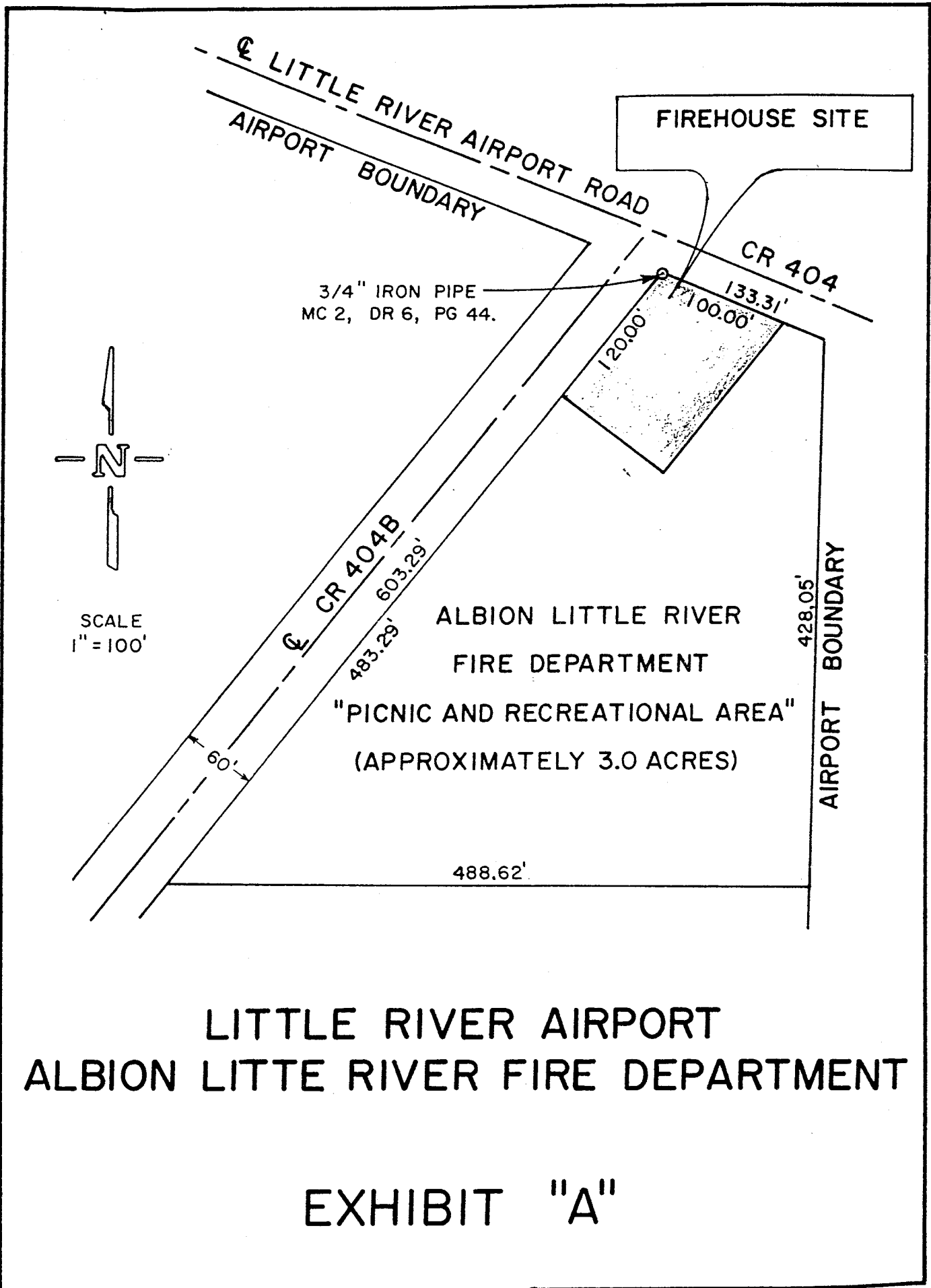
ATTEST: KRISTI FURMAN
Clerk of the Board

Kristi Furman 9.18.01
Date

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I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

KRISTI FURMAN
Clerk of the Board
By: Janette Rau
DEPUTY



**LITTLE RIVER AIRPORT
 ALBION LITTE RIVER FIRE DEPARTMENT**

EXHIBIT "A"