

## **NAPA COUNTY SPACE LICENSE AGREEMENT NO. 250400B**

**THIS SPACE LICENSE AGREEMENT 250400B** (“License”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation, hereinafter referred to as “Licensee.”

### **RECITALS**

**WHEREAS**, County owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as “Airport”; and

**WHEREAS**, Licensee is a successor in interest to a continual commercial presence at the Napa County Airport since 1993; and has entered into Napa County Agreement No. 230232B (the “Agreement”) with the County, which requires Licensee to continue to provide transient aircraft handling and fueling services as a fixed based operator; and

**WHEREAS**, pursuant to the Agreement, Licensee has taken action in their required redevelopment to reconstruct their leasehold transient parking apron in one phase; and Licensee desires to establish a temporary aircraft parking apron on the County’s south overflow parking apron for a period of time when their parking apron is under construction; and

**WHEREAS**, County desires to work with Licensee to provide available County space to accommodate temporary aircraft parking during apron reconstruction; and

**WHEREAS**, County currently has property available to be licensed for this purpose;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, County and Licensee agree as follows:

### **TERMS**

#### **1. Relation to Existing Agreement.**

This License is entered into to facilitate Licensee’s work under Napa County Agreement No. 230232B, copy of which is on file with the Napa County Clerk’s office. This License is not intended to amend the Agreement. In the event of a conflict between the terms of this License and the terms of the Agreement, the terms of the Agreement shall control.

#### **2. Demised Premises.**

County hereby licenses to Licensee, on and subject to all of the terms, covenants and conditions

hereinafter as set forth, the exclusive use and possession of approximately 211,000 square feet at the South Overflow Apron near 2530 Airport Road (the “Demised Premises”). The Demised Premises is depicted in Exhibit A, attached hereto and hereby incorporated into this License by reference.

### 3. Permitted Uses.

The Demised Premises are to be utilized in conjunction with Licensee’s commercial aircraft handling, transient aircraft parking, fuel sales and distribution.

### 4. Term.

The term of this License commences retroactively on April 7, 2025 and shall continue until the substantial completion of the apron reconstruction activity relative to the defined space in Agreement No. 230232B identified as Supplemental Primary Premises No. 1. For purposes of this paragraph, substantial completion means when the reconstruction activity is sufficiently complete that Primary Premises No. 1 can be occupied for its intended use. This License may terminate earlier with Licensee providing thirty (30) days written notice, or may be terminated earlier in accordance with Paragraph 7 (Termination); except that the obligations of Licensee under Paragraph 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the License.

### 5. Rent.

- a) Monthly Rent. Within 30 days after approval of this License by County’s Board of Supervisors, Licensee shall pay County the amount of \$17,583.00 for the period beginning on April 7, 2025, and ending on May 6, 2025, as rent for the Demised Premises (the “Rent”). Within 30 days after substantial completion of the apron reconstruction activity (as defined in paragraph 4 above), Licensee shall pay County Rent calculated at \$17,583.00 per month for the period beginning on May 7, 2025, and ending on the date of substantial completion, prorated for a partial month if any.
- b) Additional Consideration. In addition to the Rent provided for in subparagraph 5(a), Licensee shall salvage the existing generator and transfer switch in the process of Licensee’s required vacation of tanks and equipment from the fuel farm project under the Agreement, and transfer ownership of the generator and transfer switch to County at no charge. County acknowledges and agrees that Licensee shall incur no additional cost or liability in transferring the generator and switch. County shall provide Licensee with written confirmation of the satisfactory receipt of said equipment.
- c) Procedure for Payment. Licensee shall pay Rent by check mailed to Napa County Airport, Payment Processing – Airport, 2000 Airport Road, Napa, CA 94558, or at such

other place as County shall from time to time in writing designate.

- d) Security Deposit. County will recognize the security deposit collected for Agreement No. 230232B as applying to this License concurrently. If Licensee fails to pay Rent, or otherwise defaults under this License, County may use, apply, or retain all or any portion of the Security Deposit for the payment of any amount already due County, and/or to reimburse or compensate County for any liability, expense, loss, or damage which County has suffered or incurred by reason thereof. County shall provide Licensee with a written itemized notice of any intended use or deduction from the security deposit at least ten (10) days prior to applying any portion of such funds. Deductions shall be limited to actual, documented damages or defaults. Lessee shall replenish any funds charged against the deposit within thirty (30) days of receiving notice from County. County's option to pull funds from the deposit for past due Rent or other sums due shall not alter Lessee's obligations to pay any fees or interest otherwise required by this License.

#### 6. Temporary Suspension of License.

In the event of acts of God, riot, war, terrorism, natural disasters, government actions, labor disputes, or other event affecting public safety or national security, County reserves the right to prevent access to the Demised Premises during the continuance of the same for the safety of persons and protection of property. If Licensee is unable to carry on its business in excess of forty-eight (48) hours because of Demised Premises closure by County's due to an event of acts of God, riot, war, terrorism, natural disasters, government actions, labor disputes, or other event affecting public safety or national security, Licensee's minimum monthly rent will be adjusted in proportion to the length of the closure period.

#### 7. Termination.

- a) For health and safety violations. The Director of Public Works or the Airport Manager may terminate this License immediately and without further notice for failure of the Licensee to comply with any of the conditions of this License relating to public health and safety. The reasons for such termination shall be stated in writing and a copy thereof given to the Licensee no later than five (5) days following the effective date of the termination.
- b) Cause (general). If either party shall fail to fulfill in a timely and proper manner that party's obligations under this License or otherwise breach this License and fail to cure such failure or breach (other than one pertaining to health and safety violations), within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this License by giving ten (10) days written notice to the defaulting party in the manner set forth in Section 21 (Notices).
- c) Cause (Agreement No. 230232B). This License is conditional on Licensee remaining in

good standing with respect to Agreement No. 230232B. The Parties agree that this License shall automatically terminate on the date of Agreement No. 230232B's termination or revocation, should either of those events happen during the term of this License. Where all notice requirements of Agreement No. 230232B, if any, have been met, no additional notice shall be required for this License's termination under this subparagraph.

#### 8. Indemnification.

Licensee's obligations under Section 15 of Agreement No. 230232B shall extend and apply to the Demised Premises occupied by Licensee under this License.

#### 9. Insurance.

Licensee, at its sole cost and expense and for the full term of this License or any renewal thereof, shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or are in connection with, the activities of Licensee (including its subcontractors, agents, representatives and employees) hereunder meeting at least all of the minimum insurance requirements set forth in the General Aviation Minimum Standards (as may be updated from time to time), published on the Airport's website at this link and incorporated into this License by reference:

<https://www.countyofnapa.org/DocumentCenter/View/1986/General-Aviation-Minimum-Standards-PDF>

In the event the General Aviation Minimum Standards are amended during the Term, Licensee shall have thirty (30) days from receipt of written notice to comply with any new insurance requirements.

- a) Failure to Provide: In the event Licensee fails to procure or maintain any insurance required under this License: (i) County shall have the right, but not the obligation after providing at least ten (10) days prior written notice to Licensee, without limiting or waiving any other rights or remedies it may have at law or in equity, to procure such insurance and charge Licensee for the cost of maintaining and procuring such insurance; and (ii) in the event a loss occurs which would have been covered by the insurance required by this License had such insurance been maintained, Licensee shall pay all amounts that would have been paid by such coverage, minus such amounts actually received by County under a policy procured by County pursuant to this Section.
- b) Certificates of Coverage. All insurance coverages referenced above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Licensee with the Director of Public Works prior to commencement of Licensee's access to the property under the terms of this License.
- c) Inclusion in Subcontracts. Licensee agrees to require all subcontractors and any other

entity or person who will otherwise access the License Area under this License to comply with the Workers Compensation and General Liability insurance requirements set forth in this Section.

**10. Common Areas.**

County manages areas outside the Demised Premises for aircraft and vehicle circulation. Licensee shall not use the common areas outside the demised premises for business purposes without the express written consent of the Airport Manager.

**11. Alterations and Modifications.**

Licensee shall not alter or modify the Demised Premises without prior written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed; provided however, that County's consent may be conditioned upon Licensee's agreement to remove any alterations or modifications made to the Demised Premises upon termination or expiration of this License.

**12. Signage.**

In connection with its permitted activities, Licensee shall install only those signs permitted with prior written consent of the Airport Manager.

**13. No Waiver.**

The waiver by either party of any breach of violation of any requirement of this License shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this License.

**14. No Assignment.**

(a) In General. Licensee may not assign its rights or obligations under this License without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this License at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

(b) Effect of Change in Status. If Licensee changes its status during the term of this License from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this License by Licensee. Failure of Licensee to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this License.

**15. Compliance with Laws.**

Licensee shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes as stated in Agreement No. 230232B.

- a) Licensee shall also comply with all laws regarding hazardous substances and wastes relative to Licensee's occupancy and use of the Demised Premises. Hazardous substances and wastes shall not be stored in the demised premises.
- b) Licensee shall not be responsible for the remediation or monitoring of any environmental conditions or hazardous substances on the Demised Premises that predate Licensee's occupancy or were not caused by Licensee's operations.

**16. Possessory Interest and Taxes.**

County shall report space allocation and usage to appropriate taxing authorities. The parties specifically acknowledge and agree that this License may create a possessory interest arising out of the activities permitted herein and that Licensee shall be solely responsible for the payment of any taxes or assessments (including property taxes) which might be imposed on such possessory interest.

**17. Notices.**

All notices required or authorized by this License shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

If to County, the same shall be addressed to each of the following:

Airport Manager  
Napa County Airport  
2000 Airport Road  
Napa, CA 94558

or to such other places as County may designate in writing.

If to Licensee, the same shall be addressed to:

Napa Jet Center, Inc. dba Atlantic Aviation  
2100 Airport Road  
Napa, CA 94558  
Attn: General Manager

with a copy to:  
Napa Jet Center, Inc. dba Atlantic Aviation  
5525 Granite Parkway, Suite 1700  
Plano, TX 75024  
Attn: General Counsel

**18. Employees/Agents of Licensee.**

Licensee and the officers, agents and employees of Licensee are not, and shall not be deemed, employees of County for any purpose, including workers' compensation and employee benefits.

**19. Attorney's Fees.**

In the event that either party commences legal action of any kind or character to either enforce the provisions of this License or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

**20. Interpretation/Venue.**

- a) Interpretation. The headings used herein are for reference only. The terms of the License are set out in the text under the headings. This License shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- b) Venue. This License is made in Napa County, California. The venue for any legal action in state court filed by either party to this License for the purpose of interpreting or enforcing any provision of this License shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this License for the purpose of interpreting or enforcing any provision of this License lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this License shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this License.

**21. Amendment/Modification.**

Except as specifically provided herein, this License may be modified or amended only in writing and with the prior written consent of both parties.

**22. Severability.**

If any provision of this License, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this License.

**23. Authority to Contract.**

Licensee and County each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this License.

**24. Third Party Beneficiaries.**

Nothing contained in this License shall be construed to create any rights in third parties and the parties do not intend to create such rights.

**25. Entirety of Contract**

This License constitutes the entire agreement between the parties relating to the subject of this License and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the Demised Premises.

**26. Counterparts.**

This License may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**27. Recitals.**

The Recitals set forth above are hereby incorporated into and made part of this License.

*[remainder of page intentionally blank]*



**IN WITNESS WHEREOF**, this License is executed by County, acting by and through the Chair of the Board of Supervisors, and by Licensee through its duly authorized officer(s).

Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation

DocuSigned by:  
*Tim Bannon*  
By \_\_\_\_\_  
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Timothy Bannon, Chief Operating Officer

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>April 29, 2025</u> PL Doc. No. 130466</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Exhibit A

