

NAPA COUNTY AGREEMENT NO. 240056B

LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Agreement") is made and entered into as of this 1st day of July, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County" and Jessica Sanders, of American Canyon, California, hereinafter collectively referred to as "Lessee".

RECITALS

WHEREAS, County is the owner of the Napa County Airport ("Airport"), a general aviation airport located within the unincorporated area of the County of Napa; and

WHEREAS, County has land available at the Airport, more particularly described in Paragraph 2 below, which is available for the grazing of cattle; and

WHEREAS, County previously leased land to Shari Sanders for the sole purpose of grazing cattle through Napa County Lease Agreement Number 7822, effective August 14, 2012, and two subsequent amendments dated October 20, 2015 and June 21, 2016 and

WHEREAS, prior lessee Sheri Sanders has passed away and her daughter, Jessica Sanders, desires to lease from County, and County is willing to lease to Lessee Jessica Sanders for the grazing of cattle designated herein below as "Leased Premises".

TERMS

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and provisions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Leased Premises. The Leased Premises is comprised of that 120.02 acres of land located on Napa Airport Property off of Green Island Road and further described in Exhibit "A" and visually depicted in Exhibit "A-1" and "A-2" attached hereto and incorporated by reference herein.

2. Term of Lease Agreement.

(a) Term. The term of this Land Lease Agreement shall continue for five (5) years until June 30, 2028. Either party may terminate this agreement early by proper notice given to the other party no less than sixty (60) days in advance, or unless

terminated earlier in accordance with Paragraph 16 (Default and Termination for Cause). The obligations of Licensee under Paragraph 8 (Hold Harmless) and Paragraph 15 (FAA Assurances/Form 7460-1) 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.

(b) Temporary Suspension of Land Lease Agreement.

1. County shall have the unilateral right to temporarily suspend this Land Lease Agreement in the event of an emergency which requires the portions of the Airport used by Lessee to be cleared or used exclusively for aircraft, vehicles, or equipment involved in governmental functions. Such emergencies shall include, but not be limited to, flood, fire, riot or other Acts of God. The determination of the existence of such an emergency shall be solely in the discretion of the County, as determined by the Director of Public Works, Airport Manager, Sheriff, Fire Chief, County Executive Officer or their designees. Any such temporary suspension shall be limited to the period of the emergency. Lessee shall not be entitled to any compensation for damages, direct or indirect, for loss of use of these Airport facilities during any suspension properly imposed pursuant to this subparagraph.

2. County shall also have the unilateral right to temporarily suspend this License for up to 10 days per year, when, in the discretion of Director of Public Works or the Airport Manager or their designees, the activities of Lessee would conflict with certain activities being conducted at the Airport. Such activities shall include, but not limited to, construction, special events, aircraft storage, etc. County shall give Lessee 10 days advance written notice of any such suspension. Lessee shall not be entitled to any compensation for damages, direct or indirect, for loss of use of these Airport facilities during any suspension properly imposed pursuant to this subparagraph.

3. Rent.

(a) Lessee shall pay County the following amount as the initial rent per year for the Leased Premises at a grazing rate of forty-six dollars and thirty-six cents (\$46.36) per acre for a total of five thousand, five hundred, sixty-four dollars and thirteen cents (\$5,564.13).

(b) Annual Adjustment. An annual increase shall be made each year following the first year (July 1, 2023 - July 1, 2024) of this Agreement. Rental rates may be adjusted annually, effective July 1, based on the California Consumer Price Index (CPI), as authorized by the Napa County Board of Supervisors.

(c) Manner of Payment. Such rental amounts shall be payable to County annually no later than the tenth (10th) day of each July in which such payment is due.

(d) Late Charges. Rental payments not received by Lessee by the tenth (10th) day of each July shall be deemed "late" and subject to a late charge of 10 percent (10%) per annum until paid.

4. Permitted Uses of Leased Premises.

(a) Grazing. Lessee is hereby permitted to use the Leased Premises to graze cattle only. Lessee acknowledges that grazing may be restricted where inconsistent with FAA regulations or Airport operational needs. Lessee's use is further subject to the following:

(1) Fencing. Lessee shall maintain all fencing on the Leased Premises in sufficient working order, to the County's satisfaction. Lessee shall obtain the prior written consent of the County before erecting any additional fences on the Leased Premises or removing any existing fences. Prior to the introduction of cattle to the Leased Premises, Lessee shall inspect and repair as needed all existing fencing along the perimeter of any grazing area of the Leased Premises, and shall continue to maintain and repair this fencing at all times that cattle are on the Leased Premises pursuant to this Lease Agreement.

(2) Structures. Lessee shall not construct any structures on the Leased Premises without prior written consent of the County.

(3) Grading. Lessee shall not grade or plane any portion of the Leased Premises without the prior written consent of the County, which consent shall not be unreasonably withheld. Any grading must be consistent with FAA regulations and Lessee must obtain any and all permits required by Napa County, which may include grading and/or erosion control permits.

(4) Repair and Maintenance. In addition to the specific provisions in subsection (1) above, pertaining to fences, Lessee shall at all times during the term of this Lease and any extensions thereof keep and maintain the Leased Premises in a neat and orderly condition, including the removal of noxious weeds and fire hazards by grazing, harvesting, and or other means consistent with FAA regulations.

(5) Only healthy cattle will be brought to the Leased Premises, any diseased cattle will be promptly treated and, if the disease cannot be cured or if it poses any threat to other animals, the diseased cattle shall be promptly removed from the Leased Premises. In the event of the death of cattle, the carcass must be removed from the Leased Premises within 72 hours.

(6) Lessee shall be responsible for ensuring all gates in the fencing around the premises are closed during any time when cattle are on the Leased Premises pursuant to this Lease Agreement, except that Lessee shall not be responsible for any failure by County and its agents, subcontractors, employees and assigns to properly close gates.

(7) It is Lessee's responsibility to prevent their cattle from getting onto any public road, Aircraft movement areas, or other private property without the permission of the other private party.

(8) In the event cattle enter a public road, Aircraft movement areas, or onto other private property and County employees must respond, Lessee shall be billed time and materials costs in accordance with the Napa County Airport Fee Policy.

(b) Additional Uses with Consent of County. No other uses may be made of the Leased Premises beyond those described in subparagraph (a) above, except as

may be allowed by the parties executing a formal amendment of this Agreement.

(c) Storage. Lessee shall not store anything on Leased Premises without the prior written consent of the County.

5. **Condition of Leased Premises at Lease Inception.** Lessee acknowledges that a reasonable inspection of the Leased Premises has been completed and, except as otherwise specified herein, Lessee accepts the Leased Premises in its current "as is" condition.

(a) Repairs and Maintenance. At all times during term of the Lease Agreement, Lessee shall, at its own expense, ensure that the Leased Premises is regularly maintained, repaired, and restored where necessary to ensure the safety of all persons using the Leased Premises, and the clean and attractive appearance of the Leased Premises.

(b) Required Modifications. Lessee shall, at its own cost and expense, make any and all changes, additions and/or modifications that may be lawfully required by local ordinances applicable to all other properties similarly situated and by local, state and/or federal authorities. Such required modifications are subject to the prior written consent of the County, which shall not be unreasonably withheld. Under no circumstances shall County be required to make any expenditure for any such change, addition, modification or improvement.

(c) Compliance. All personal property on the Leased Premises made thereto or placed thereon by Lessee, and the repair and maintenance thereof, shall comply with all applicable laws, ordinances, codes and/or regulations of any governmental authority with jurisdiction over the Leased Premises.

(d) Waiver. County shall have no responsibility to maintain the Leased Premises. Lessee expressly waives the provisions of Civil Code sections 1941 and 1942 with respect to County's obligations for tenantability of the Leased Premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent, and acknowledges that Lessee's agreement hereunder to improve, repair and maintain the Leased Premises is part of the consideration for this Lease Agreement.

6. **Waste.** Lessee shall not use the Leased Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or to the County. Moreover, Lessee shall not use the Leased Premises in any manner which interferes with Airport operations and safety, including the creation of dust, smoke or other vision-obscuring substances. Lessee shall take all reasonably feasible measures necessary to prevent attracting birds to the Leased Premises or adjacent areas, including the air space above such areas, which are needed and used for Airport operations, including but not limited to take-offs, landings and taxiing.

7. **Liens.** Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. County may, at its election, and upon twenty (20) days' notice to Lessee, cause the removal any

such liens, in which case Lessee shall pay to County the cost of removing the lien, including reasonable attorneys' fees.

8. Hold Harmless. Lessee shall, to the full extent allowed under the laws of the State of California, indemnify, defend and hold County, its officers, employees, agents and designated volunteers, harmless from any and all liability, actions of any kind, and/or claims for damages for or by reason of any injury, including death, suffered by any person, including any officer, agent, employee, contractor, or invitee of Lessee, or any damage inflicted upon the property of any person, including Lessee or invitees, from any cause or consideration, whatsoever, during the term of the Lease Agreement, where such injury or damage results from any occupancy or use of the Leased Premises by Lessee and/or any of its officers, agents, employees, contractors, or invitees and to the extent such injury or damage does not result, directly or indirectly, from the negligent, intentional and/or reckless acts and/or omissions of County or any of its officers, employees, agents and designated volunteers.

9. Insurance. Lessee shall obtain and maintain in full force and effect throughout the term of this Lease Agreement and thereafter as to matters occurring during the term of this Agreement, the insurance coverage specified in (a) and (b) below.

(a) Workers' Compensation Insurance/Waiver of Subrogation. Lessee shall provide, to the extent required by law, workers' compensation insurance in the performance of any of Lessee activities under this Lease Agreement, including but not limited to, workers' compensation and disability. Said coverage shall be endorsed by an agreement(s) that waives any rights of subrogation against County, its officers, agents, employees, and designated volunteers for any losses paid under the terms of the policy which arise from activities conducted under this Lease Agreement.

(b) Other Insurance:

(1) Airport Liability Insurance. Airport Liability Insurance coverage, issued by a company licensed (admitted) to transact business in the State of California and/or having a AM. Best rating of A VII or better, of \$1 million per occurrence, where such injury or damage are caused, in whole or in part, by acts or omissions of Lessee, its officers, employees, invitees, and/or agents in connection with activities authorized by this Lease Agreement. This limit applies separately to each of the following coverages:

i) Premise/Operations Liability, including Mobile Equipment.
ii) Personal/Advertising Injury Liability. The foregoing coverage amounts shall be increased, no more frequently than once every five years, upon receipt by Lessee of a written demand from the Napa County Airport Manager, or their designee, specifying the amount of the increase. Each such increase shall not exceed the percentage increase in the San Francisco-Oakland-Bay Area Consumer Price Index for Urban Wage Earners and Clerical Workers (or successor Index) between the date of this Lease and the date of demand.

(2) Comprehensive Automobile Insurance. Lessee shall obtain and maintain in full force and effect during the term of this Lease Agreement a policy of

comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned motor vehicles used in conjunction with Lessee's business of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

(3) Property Insurance. County shall obtain and keep in force during the term of this Agreement, a policy or policies of insurance covering loss or damage to the Leased Premises in an amount not less than the full replacement value thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and earthquake, special extended "all risk" perils, with deductibles, if any, acceptable to the County.

(c) Certificates. All insurance coverages referenced in (b) shall be evidenced by one or more certificates of coverage which shall be filed with the Airport Manager, or Manager's designee prior to commencement of Lessee's possession of the Leased Premises under the terms of this Agreement; shall indicate that if the same policy applies to activities of Lessee not covered by this Lease Agreement then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Lessee under this Lease Agreement ; shall name County, its officers, employees, agents, and designated volunteers as additional insureds; shall be kept current during the term of this Lease Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non- payment of premium; shall provide that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions (in excess of \$25,000) shall be declared to, and be approved by, County's Risk Manager. At the option of and upon the reasonable request by County's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees and agents or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Allocation of Insured Risk/Subrogation. County and Lessee release each other from any claims of whatever nature for damage, loss, or injury to the Leased Premises, or to the others property, in, on or about the Leased Premises, to the extent of any insurance proceeds that are received or receivable (or that would have been receivable except for such releasing party's breach or default of its obligations under the Lease), even if such damage, loss, or injury shall have been caused by the fault or negligence (but not willful misconduct) of the other party or anyone for whom such party may be responsible.

(f) Review of Insurance Amount. Each party shall periodically, but in no event less than ten (10) years, review the amount of the insurance required by this section for possible adjustment.

10. Risk of Loss by Casualty or Eminent Domain.

(a) Non-responsibility of County. In no event shall County be liable to Lessee for damages to the personal property or business of Lessee or any officer, employee, agent, contractor, licensee, invitee resulting from casualty or any other cause on or affecting the Leased Premises, except that County shall remain liable to Lessee for such damages or losses caused by the solely negligent, intentional and/or reckless acts and/or omissions of County or any of its officers, employees, agents, contractors, lessees, or volunteers. The foregoing shall extend to losses from fire, flood, burst pipes, utilities service outages, riot, war, earthquake, other acts of God, act of other tenants or invitees of County and/or other types of casualty.

(b) Eminent Domain. If all or a substantial part of the Leased Premises are taken by eminent domain or by a private purchase in lieu thereof, by an entity vested with the power of eminent domain, then upon the taking of possession of affected area and/or property by such entity this Lease Agreement and all rights of Lessee under it shall terminate and the rent shall be adjusted as of the time of such termination. Any award for any taking by eminent domain of County's interest in the Leased Premises, or any purchase price in lieu thereof, shall belong to County. Lessee shall have the right to make a separate claim, as long as the award payable to County is not reduced thereby for:

(1) The taking of the unamortized or undepreciated value of any alterations on the Leased Premises which are owned by Lessee and that Lessee has the right on termination of the Lease Agreement to remove, whether or not Lessee elects to remove such alterations;

(2) Relocation costs under Government Code sections 7262 et seq., the claim for which Lessee may pursue by separate action independent of this Lease Agreement.

(c) No claim by Lessee. Lessee shall have no claim against County for any value of the unexpired term of the Lease Agreement in the event of termination of the Lease Agreement due to eminent domain exercised by any entity other than County.

11. Taxes, Assessments, and License Fees. Lessee shall be responsible for paying, with no obligation on the part of County, all taxes, assessments, license fees and/or all other charges that may be assessed by any and all governmental entities, including County, against or levied upon Lessee's interest in, use of, or activities conducted upon the Leased Premises. The parties specifically acknowledge and agree that this Lease Agreement creates a possessory interest in the Leased Premises and that Lessee shall be solely responsible for the payment of any taxes or assessments (including property taxes) which might be imposed on such possessory interest.

12. Restriction on Transfers. Lessee shall not assign or hypothecate this Lease,

or any interest herein (by operation of law or otherwise), and shall not sublet the Leased Premises.

13. Right of Entry by County Without Notice. County may enter the Leased Premises at any time and without giving Lessee prior notice under the following circumstances and may remove all persons and property from the Leased Premises, in the sole discretion of County, which may be exercised through its officers or their designees:

- (a) When needed to conduct County business;
- (b) In the event of a material breach of any of the covenants contained in this Lease Agreement pertaining to health and safety;
- (c) In case of emergency from any cause, when such entry is needed to prevent or mitigate an immediate hazard to property or the health and safety of any person;
- (d) When Lessee has abandoned or surrendered the Leased Premises; or
- (e) Pursuant to court order.

14. Subordination of Leasehold. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America relative to the operation and maintenance of the Airport. It is understood and agreed that, under the terms of such agreement(s), the United States of America may have the right to take possession of and to use the Airport or any portion thereof in the event of war, or any other similar event set forth in said agreements. Lessee hereby acknowledges that such agreements may exist at any time during the term of this Lease Agreement. County shall provide Lessee with copies of any such agreements upon request. Lessee expressly agrees that it is the responsibility of Lessee to read, be familiar with and to comply with the terms of all such agreements entered into before and during the term of this Lease Agreement. Notwithstanding the foregoing, in the event that Lessee's use of the Leased Premises is materially and adversely affected by any such agreement between County and the United States of America for a period of thirty (30) or more days, then Lessee shall have the right to terminate this Lease upon written notice to County.

15. FAA Assurances/Form 7460-1.

(a) FAA Assurances. Lessee agrees to abide by those FAA Assurances which are set forth in Exhibit "B", attached hereto and incorporated by reference herein. All references to "Lessee" or "Tenant" in Exhibit "B" shall mean Lessee and any of its employees, agents, officers and/or designees. All references in Exhibit "B" to "lease" shall mean this Lease Agreement.

(b) Form 7460-1. Lessee shall assist and cooperate with County in the preparation and filing of FAA Form 7460-1, to the extent required by FAA Regulations, for any equipment or above-ground facilities at the Airport.

16. Default and Termination for Cause.

(a) Default. The occurrence of any of the following shall be deemed default by Lessee and a breach of this Lease Agreement:

(1) Failure to pay rent when due, if the failure continues for a period of twelve days after written notice has been given to Lessee and is not cured by Lessee;

(2) Default by Lessee in the performance of any other provision, covenant, or condition of this Lease Agreement, if the default continues for thirty (30) days after written notice from County to Lessee; provided, however, that if the nature of such default is such that more than thirty (30) days are reasonably required for cure thereof, then Lessee shall not be in default if Lessee shall commence such cure within said thirty (30)-day period and thereafter diligently prosecute such cure to completion;

(3) Any abandonment, desertion, or vacation of the Leased Premises by Lessee for a period of thirty (30) consecutive days, except if rent continues to be paid;

(4) To the extent permitted by law:

(i) The general assignment by Lessee or a guarantor of Lessee of the Lease Agreement for the benefit of creditors;

(ii) The filing by or against Lessee, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days;

(iii) The appointment of a trustee or receiver to take possession of all or substantially all of the assets of the Lessee or any guarantor, unless possession is unconditionally restored to Lessee or that guarantor within thirty (30) days and the trustee or receivership is dissolved;

(iv) Any execution or other judicially authorized seizure of all or substantially all of the assets of Lessee located on the Leased Premises or of County's interest in this Lease Agreement, unless that seizure is discharged within thirty (30) days; and

(5) The use of the Leased Premises for any illegal purpose, unless such use is discontinued within ten (10) days after written notice from County to Lessee.

(b) Termination. In the event any term, condition or covenant of this Lease Agreement is not cured by the defaulting party in accordance with (a), above, the non-defaulting party shall have the right to terminate this Lease Agreement as to the defaulting party by giving the defaulting party written notice of such termination at least forty-five (45) days prior to the effective date of termination.

17. Termination and Remedy in Damages. In the event of termination of this Lease by County for cause pursuant to Paragraph 17(b) hereof, in accordance with Civil Code Section 1951.2 County may recover from Lessee at County's election;

(a) The worth at the time of the award of the unpaid rent that had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss for

that period that Lessee proves could have been reasonably avoided; and

(d) Any other amount necessary to compensate County for all the detriment proximately caused by Lessee's failure to perform the obligations under this lease, or that in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subsections (a) and (b) above shall be computed by allowing interest at the then legal rate. The "worth at the time of award" of the amount referred to in subsection (c) above is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

18. County's Right to Continue Lease in Effect Upon Breach and Abandonment of Leased Premises.

- (a) If Lessee breaches this Lease and abandons the Leased Premises, County shall have the right to continue this Lease in effect for as long as County does not terminate Lessee's right to possession of the Leased Premises, and County may enforce all of County's rights and remedies under this Lease, including the right to recover the rent as it becomes due.
- (b) No action by County, except a written notice of termination given to Lessee, shall be deemed a termination of this Lease. Specifically, the following do not constitute a termination of Lessee's right to possession:
- (1) County's acts of maintenance or preservation of the property.
 - (2) County's efforts to relet the property.
 - (3) The appointment of a receiver on County's initiative to

protect County's interest under this Lease.

(4) County's withholding of consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate Lessee's right to sublet or assign as specified in this Lease.

19. Waiver; Remedies Cumulative. Receipt by County of rent or any other payment required under this Lease Agreement, with or without knowledge of any default or breach of this Lease Agreement by Lessee, shall not be deemed to be a waiver of any provision, covenant or condition of this Lease Agreement and no waiver or failure of either party to enforce any provision, covenant, or condition of this Lease Agreement shall affect the right of such party to enforce the same in the event of any subsequent default or breach. The rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

20. Surrender of Leased Premises.

(a) Removal of property. Upon expiration or other termination of the Lease Agreement, Lessee shall surrender the Leased Premises to County in as good condition, reasonable wear and tear excepted, as at the time of commencement of this Lease

Agreement, and shall remove or arrange for the removal from the Leased Premises of all personal property (owned, leased, licensed or otherwise legally possessed) of Lessee, or any invitee of Lessee, as well as any alterations whose installation was not consented to by County in accordance with Paragraph 5 of this Lease Agreement, repairing any damage resulting from such removal. Title to any such items not timely removed shall vest in County. Lessee waives all claims against County for any damage to Lessee resulting from such retention or disposition of any such items by County, and Lessee shall be liable to County for County's costs for storing, removing, and/or disposing of any of these items.

(b) **Failure to surrender.** If Lessee fails to timely surrender the Leased Premises and the improvements to County within thirty (30) days of the expiration or other termination of this Lease Agreement, then Lessee shall hold County harmless from and indemnify County for all damages resulting from such failure by Lessee, including, without limitation, claims made by a succeeding lessee resulting from Lessee's failure to surrender the Leased Premises.

21. Adjustment for Future County Needs. The parties to this Lease Agreement acknowledge that the future plans of County relative to the Airport may require the development of new airport facilities, including new runways and taxiways, which may have to be located upon portions of the Leased Premises. Should any portion of the Leased Premises be needed for such purposes during the term of this Lease Agreement, County shall adjust the leased area rental on a pro rata basis to reflect the reduction in area actually leased. Notwithstanding the foregoing, in the event that any such adjustment to the Leased Premises has or would have a material adverse effect on Lessee's use of the Leased Premises for thirty (30) or more consecutive days, then Lessee shall have the right to terminate this Lease upon written notice to County at the time that the Leased Premises would be so affected.

22. Termination for Convenience. This Agreement may be terminated by either party for any reason and at any time by giving no less than sixty (60) days prior written notice of such termination to the other party and specifying the effective date thereof. County hereby authorizes the Director of Public Works to make all decisions and take all actions required under this paragraph to terminate this Agreement on behalf of County for the convenience of County.

23. Estoppel Certificates. Each party, within thirty (30) business days of receipt of a request from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease Agreement is unmodified and in full force and effect, or, if modified, stating the modifications. The certificate shall also state the amount of rent and the dates to which amounts due hereunder have been paid in advance (if any), and any amounts of rent which are overdue.

24. Legal Costs. If legal proceedings are initiated by any party to this Lease Agreement, whether for an alleged breach of the terms or judicial interpretation thereof,

the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees and court costs, to the extent permitted by the court.

25. Notices. All notices which any party to this Lease Agreement is required to give to any other party in connection with this Lease Agreement shall be in writing and served by personal delivery during usual business hours at the principal address or office of the other party to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, as certified or registered mail, return receipt requested, and addressed to the other party at its principal address or office, or to such other address as that party may designate, from time to time, by written notice given to the other party in the manner specified in this paragraph. Service of notice pursuant to this paragraph shall be deemed complete on the day of service by personal delivery or forty-eight (48) hours after mailing if properly deposited in the United States Mail. Until changed by written notice to the other party, notices shall be delivered to the parties at the following addresses:

County:	Lessee:
Airport Manager	Jessica Sanders
Napa County Airport	245 Watson Ln
2000 Airport Road Napa, CA 94558	American Canyon, CA 94503

26. Mineral Rights. It is agreed that all water, gas, oil and mineral rights in and under the soil are expressly reserved by and to County.

27. Covenants Running with the Land. The terms and conditions of this Lease Agreement shall be binding upon the heirs, assigns, and successors of all of the parties hereto, whether voluntary or involuntary, as covenants running with the land.

28. Third Party Beneficiaries. Nothing contained in this Lease Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

29. Authority to Contract. County and Lessee each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Lease Agreement.

30. Representation by Counsel. The parties have each been represented by legal counsel in the drafting and negotiation of this Lease Agreement or have independently elected not to do so.

31. Interpretation and Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Lease Agreement are set out in the text under the headings. The laws of the State of

California shall govern this Lease Agreement.

(b) Venue. The venue for any legal action in state court filed by either party to this Lease Agreement, for the purpose of interpreting or enforcing any provision of this Agreement, shall be in the Superior Court of California, County of Napa, and a unified court. The venue for any legal action in federal court filed by either party to this Lease Agreement, for the purpose of interpreting or enforcing any provision of this Lease Agreement 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 Agreement shall be Napa County, California.

32. Modification/ Amendment. Except as expressly provided herein above, this Lease Agreement may be modified or amended only with the prior written consent of all persons or entities then parties thereto.

33. Severability. If any provision of this Lease Agreement, 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 Lease Agreement.

34. Entirety of Contract. This Lease Agreement, together with the attachments hereto, constitutes the entire Lease Agreement between the parties relating to the subject of this Lease Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

35. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

JESSICA SANDERS

By Jessica Sanders 8/18/23
Jessica Sanders, Lessee
“LESSEE”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

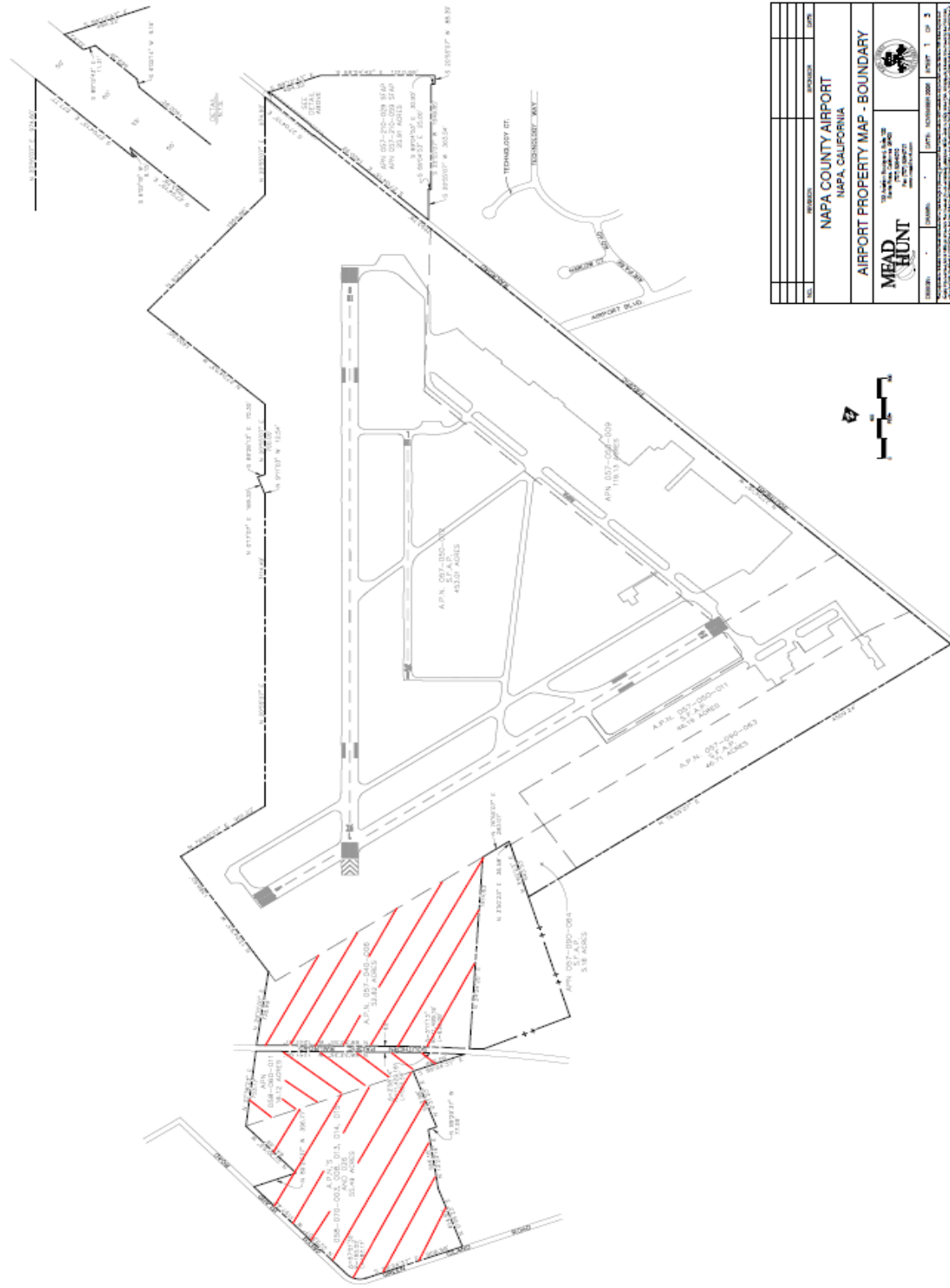
"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>July 20, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

Exhibit A

	Acreage
Grazing Area A: A.P.N.s 058-070-003, 008, 013, 014, 015 and 026 A.P.N. 058-060-011	55.49 16.12
Grazing Area B: A.P.N. 057-040-006 (excluding Runway 1R-19L RSA/OFA) 52.82 acres - 4.41 acres (RSA/OFA) = 48.41 acres	48.41
TOTAL	120.02 Acres

Exhibit A-1





DATE	REVISION	DESIGNER	DATE
NAPA COUNTY AIRPORT NAPA, CALIFORNIA AIRPORT PROPERTY MAP - BOUNDARY			
			
MEAD & HUNT 1500 MARKET STREET, SUITE 200 NAPA, CALIFORNIA 94559 TEL: 707.251.1100 FAX: 707.251.1101 WWW.MEADANDHUNT.COM		PROJECT NO. 2008-001 SHEET 1 OF 3	



Exhibit A-2

Grazing Area B



Grazing Area A

EXHIBIT B

FAA ASSURANCES

Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section.

A. During the term of this Agreement, Lessee, for itself and for Lessee's Associates agrees as follows:

1. Compliance with Regulations: The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Lessee, with regard to the work performed by it or use of the Leased Premises during the Lease Term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Contracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, County will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.

6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six of this Section 9.18(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved

in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request County to enter into any litigation to protect the interests of County. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- x. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. The Lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its sublessee for the period during which Federal assistance is extended to the airport through

the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (i) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

F. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 9.18(A) through Section 9.18(H)) in any agreement 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 Leased Premises herein leased or owned.

J. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

K. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by the Grant Assurances, and County reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Grant Assurance 23)

L. County 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 Lessee, and without interference or hindrance. (FAA Order 5190.6B)

M. County reserves the right, but shall not be obligated to 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 Lessee in this regard. (FAA Order 5190.6B)

N. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between County and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6B)

O. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6B)