

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA
PERMIT
TO CONDUCT AERONAUTICAL ACTIVITIES
AT LAMPSON AIRPORT

THIS PERMIT entered into this _____ day of _____, 2018, by and between the COUNTY OF LAKE, hereinafter referred to as "COUNTY", and Westgate Petroleum hereinafter referred to as "Permittee", upon the following terms and conditions:

WHEREAS, Permittee desires to conduct aeronautical activities at Lampson Airport which airport is owned by COUNTY; and,

WHEREAS, Permittee desires to obtain from the COUNTY a permit to conduct said aeronautical activities at Lampson Airport;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. COUNTY does hereby grant to Permittee during the term hereof, a permit to conduct aeronautical activities at Lampson Airport.

2. The provisions of Lake County Ordinance No. 748 shall apply to this Permit, and any and all amendments or addendums thereto that may be adopted and become effective during the term of this Permit shall apply to this Permit subsequent to the effective date of any such amendment or addendum. By signing this Permit the Permittee agrees to comply with the aforementioned provisions and any and all amendments or addendums thereto and further agrees that violation of said provisions and any and all amendments or addendums thereto shall be grounds for the COUNTY to revoke this Permit.

3. Permittee agrees to obtain and maintain, during the term of this Permit, insurance coverage as follows:

Single Limit Liability Insurance \$1,000,000.00.

The County of Lake shall be named as additional insured. Said insurance shall

further provide that the insurance shall not be cancelled or reduced until a thirty day notice has been served by the insurer upon the County of Lake. Permittee shall furnish County with a copy of the policy.

4. Permittee agrees to pay to COUNTY and COUNTY agrees to accept the fees pursuant to Lake County Ordinance No. 748 as said fees may be modified, established and set forth by Resolution annually by the Lake County Board of Supervisors. Said fees are due and payable annually for each year, with said year commencing October 1st annually.

5. Annual fees for year 2018 - 2019 payable to COUNTY under and by virtue of this Permit is the sum of Seven Hundred Seventy Seven Dollars (\$777.00) per Ordinance 3056 and amended by Resolution 2018-86; and Permittee shall pay the sum of Seven Hundred Seventy Seven Dollars to include the months of October 2018, through September 2019.

6. Permittee agrees to hold harmless, defend and indemnify COUNTY from all claims, actions, suits, charges, or any liabilities whatsoever arising from the conducting of aeronautical activities by Permittee, or any other activities whatsoever conducted by Permittee at Lampson Airport.

7. This Permit shall not be assigned expressly, impliedly or by action of law, nor shall it be hypothecated in any way without the prior written consent of COUNTY.

8. This Permit shall be for the duration of twelve months and shall terminate midnight, September 30, 2019. This Permit may be terminated by either Permittee or COUNTY upon thirty (30) days written notice to the other party. Notice given by the

Director of Public Works shall have the same force and effect as if given by COUNTY.

9. The Permittee shall comply with all applicable county ordinances. The granting of this Permit does not sanction violations of the county ordinances pertaining to building codes, zoning and health requirements or other applicable county ordinances and state and federal laws.

IN WITNESS WHEREOF, the parties hereto have executed this permit the day and year first written above, in Lake County, California.

PERMITEE

COUNTY

By: 

ADDRESS:

ATTEST: Carol J. Huchingson
Clerk to the Board

By: _____

Chair, Board of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel


