

Category: 400
Number: 431

Subject: **LEASING POLICY FOR LAND LEASES**

1. PURPOSE: The purpose of this policy is to assist the H. W. Browne Airport to develop ways of offsetting the cost of operation and to increase their revenue.
2. AUTHORITY: The Saginaw County Board of Commissioners.
3. APPLICATION: This policy applies to the Department Heads and County employees at H. W. Browne Airport and the general public.
4. RESPONSIBILITY: The Manager of H.W. Browne Airport shall be responsible for the implementation and administration of this policy.
5. DEFINITION(S): NONE
6. POLICY:
 - 6.1 Each land lease for property owned by the County of Saginaw at H. W. Browne Airport shall contain the following provisions:
 - 6.1.1 Improvements by LESSEE. It is understood that the demised premises consist of unimproved real estate only and that any buildings placed or constructed upon said premises by the LESSEE shall be and remain personal property and shall at all times belong to the LESSEE and at the expiration of the terms of this Lease, or any renewal thereof, the LESSEE may remove any such improvements or buildings, provided the LESSEE shall restore the premises to their present condition so far as may be practical. In the event the LESSEE does not remove the building at the expiration of the term or the renewal thereof, the LESSOR may remove or demolish the same without any liability on its part and at the cost and expense of the LESSEE.
 - 6.1.2 Future Landing Fee. If the LESSOR be required by any future governmental regulation, or if any contingencies arise in the future whereby the LESSOR or its own authorized agencies adopt a general policy of charging a landing fee, then upon due notice, the LESSEE shall pay such fee as additional rent, provided, however, that other tenants of the LESSOR at the airport are charged a similar fee.

- 6.1.3 Taxes. The LESSEE shall pay any taxes or special assessments, which the County of Saginaw may levy upon the buildings or personal property of the LESSEE. In the event of a dispute about such taxes or assessments, LESSEE shall not be considered to be in default as to the payment of these items until there has been a final determination of their validity.
- 6.1.4 Insurance. The LESSEE shall obtain and maintain public liability and property damage insurance in the sum of \$250,000 and the LESSOR be named as additional insured.
- 6.1.5 Indemnity Clause. The LESSEE shall and will at all times hereinafter indemnify and save harmless the LESSOR from and against any and all detriment, damages, losses, claims, demands, suits, costs or expenses which the LESSOR may suffer, sustain or be subject to as a result of any negligent act or omission on the part of the LESSEE, its employees, agents or representatives in connection with the use of the demised premises as aforesaid.
- 6.1.6 Ingress and Egress. The LESSOR and its duly authorized agents shall have the right of ingress and egress at all times to said leased premises, including all buildings or appurtenances placed or erected on said premises, for inspection purposes or for any purpose occasioned by emergency.
- 6.1.7 Viewing Premises. The LESSOR or its duly authorized agents, may during the term at reasonable times, enter to view the premises and may at any time within three months next before the expiration of the said term, show the said premises to others and affix to any suitable part of the said premises a notice for letting or selling the premises and keep the same affixed without hindrances or molestation.
- 6.1.8 Entry for Utility Purposes. The LESSOR shall have the right to enter upon the demised premises to maintain, install, repair, renew or remove sewers and underground telephone or telegraph conduits, or other installments. The LESSOR agrees to perform any such work with reasonable dispatch and to leave said premises in as good order and condition as the same were in prior to the commencement of work. That no buildings or structures shall be placed by the LESSEE over any sewers or underground telephone or telegraph conduits or other installation without the prior written consent of the Airport Manager.
- 6.1.9 Building Requirements. That no building and/or fences shall be erected or altered on the leased premises until the plans and specifications have been submitted to the Airport Manager and approved by him/her both as to construction and location. All buildings constructed on the Airport site

shall be constructed in a manner and of materials that will conform to the provisions of the County of Saginaw and Township of Buena Vista building codes. (Copy of said codes are on file in the Saginaw County Clerk's Office). Construction of buildings shall commence within one year from the date of this Lease and shall be completed within two years of the date of this Lease.

- 6.1.10 Billboards, Posters, and Signs. That no billboards, posters, or signs shall be permitted upon the premises or buildings located thereon excepting such as shall be approved in writing in advance of construction by the Airport Manager of the H. W. Browne Airport.
- 6.1.11 No Motor Fuel Privileges. That the LESSEE shall not engage in any way in the sale of oil, gasoline or other motor fuel on said leased premises, or maintain storage or pumps for its own use without prior approval and rate structure set by the Airport Manager.
- 6.1.12 Common Use of H. W. Browne Airport. That as part of the consideration for this Lease, the LESSOR hereby grants to the LESSEE the right to use in common with others having that right, that portion of the H. W. Browne Airport landing field and appurtenances, including runways, apron to runways and parking facilities for LESSEE's automobiles, which are now owned or which may hereafter be acquired by the LESSOR, at such times as shall be established from time to time by such rules and regulations as may be prescribed for the use thereof by any municipal department or any branch or agency of the Federal or State government having jurisdiction. It is further understood and agreed in connection therewith that this entire Lease is subject to all the terms and conditions contained in Rules and Regulations adopted by resolution of the Saginaw County Aviation Committee and subject to any laws, rules or regulation which may be imposed upon the use of airports by any superior governmental authority.
- 6.1.13 Right of Improvement. That the LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the LESSEE, and without interference or hindrance.
- 6.1.14 Maintenance of Public Facilities. That the LESSOR 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.

6.1.15 Protection of Approaches. That the LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected, any building or other structure on the airport which in the opinion of the LESSOR would limit the usefulness of the airport or constitute a hazard to aircraft.

6.1.16 Future Regulations and Policies. That the grant contained herein is subject to such regulation, curtailment or alteration as may be required by reason of future regulations and generally established policies of the LESSOR relative to the use and operation of the airport. In no case, however, shall these regulations or policies operate to deprive the LESSEE of the reasonable use of the leased property except as otherwise herein provided.

6.1.17 Suspension in National Emergency. That during time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.

6.2 Other terms and conditions not listed may be included in the land leases as required by the Airport Committee or the Board of Commissioners.

7. ADMINISTRATIVE PROCEDURES: NONE

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: November 23, 1999