

RESIDENTIAL THROUGH-THE-FENCE  
AGREEMENT



**Yucca Valley Airport District**  
PO Box 2527  
Yucca Valley, CA 92286  
www.yuccavalleyairport.com

THIS RESIDENTIAL THROUGH-THE-FENCE AGREEMENT, hereinafter referred to as the (AGREEMENT) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the YUCCA VALLEY AIRPORT DISTRICT, hereinafter referred to as the “DISTRICT”,

and \_\_\_\_\_ (full name) hereinafter referred to as “USER.”

Located at \_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)

WITNESSETH:

This AGREEMENT incorporates and is based upon the following representations and understandings:

WHEREAS, Yucca Valley Airport District is the owner and operator of the Yucca Valley Airport, located in the Town of Yucca Valley, County of San Bernardino, State of California, (the “AIRPORT”), with the power to grant rights and privileges, with respect to the AIRPORT, pursuant to the provisions of the Resolution No. 82-132 of the Board of Supervisors of the County of San Bernardino, California, among other Federal, State, and local laws, rules and regulations; and

WHEREAS, the USER owns & or leases/rents property (Adjacent to the AIRPORT) at the above address, immediately adjacent to the physical property of the AIRPORT; and

WHEREAS, the USER seeks the right to taxi aircraft from their address above “through-the-fence” to the AIRPORT property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this AGREEMENT to comply with, the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors (DISTRICT) to enter into residential “through-the-fence” agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this AGREEMENT;

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NOW, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the DISTRICT and USER hereby agree to the following:

**ARTICLE I – PROPERTY BEING GRANTED ACCESS AND USE**

Legal description of property being granted access and use:

\_\_\_\_\_ (location)

\_\_\_\_\_ (parcel number)

**ARTICLE II – TERMS OF AGREEMENT**

The term of this AGREEMENT shall commence on the

Day\_\_\_\_, Month\_\_\_\_\_, Year \_\_\_\_\_ and shall continue for one full year.  
Upon consent of DISTRICT, this AGREEMENT may be renewed for a like term, subject to any changes deemed necessary by the DISTRICT.

**ARTICLE III – TERM OF AGREEMENT**

- 1) NO COMMERCIAL AERONAUTICAL USES: USER shall not permit any person or entity to engage in any temporary or permanent commercial aeronautical activity on the land owned by the USER described herein above. This prohibition includes the following but is not limited to any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations without the approved agreement (COMMERICAL THROUGH-THE-FENCE AGREEMENT) by DISTRICT.
- 2) SALE OF AVIATION FUELS PROHIBITED: USER shall not permit any person or entity to sell aviation fuels on land owned, rented or leased by USER described herein above.
- 3) PROHIBITIONS AND RESTRICTIONS ON ACCESS: The USER is specifically prohibited from granting or selling any access/egress to the AIRPORT through the aforementioned property to any other parties including giving out any gate codes or gate cards. Any USER granting or selling any access/egress to AIRPORT property will receive a limit amount of warnings not exceeding three (3) and/or will have AIRPORT access revoked. This restriction also includes the USER taking reasonable precaution acceptable to DISTRICT to prevent the accidental access to the AIRPORT by vehicles, pedestrians, pets, etc.

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## **ARTICLE IV - ACCESS FEE TO DISTRICT WITH AIRCRAFT**

USER agrees to pay the access fees to the DISTRICT:

- 1) **DISTRICTS BASIS FOR ACCESS FEE:** The access fee is based on the rates and charges of other on-airport USERS and operators making similar use of the airport. For the purposes of this AGREEMENT the access fee is based upon the off airport storage of aircraft at the location listed above for the fee which is \$55.00 per month. This ACCESS fee is subject to annual adjustments and will be reviewed in the month of January.
- 2) **USER'S ACCESS FEE:** Based upon the forgoing rate outlined above the access fee to be paid in advance is \$55.00 a month on the 1<sup>st</sup> of every month. The fee will be in accordance with the off airport fees outlined above throughout the terms of this AGREEMENT.
- 3) **PAYMENT:** All payments required to be made by USER under this AGREEMENT shall be made by check, money order, or cashiers' check payable to the Yucca Valley Airport District and shall be delivered or mailed to the address below:

Yucca Valley Airport District  
Post Office Box 2527  
Yucca Valley, CA 92286

- 4) **PENALTY FOR LATE PAYMENT:** As and for further consideration of set AGREEMENT for ACCESS, USER expressly agrees that if any rental payment has not been paid by the tenth (10th) day of any month in which it is due, that in the event, the USER shall be obligated to and, expressly agrees to pay the DISTRICT a late payment in the sum of ten dollars, (\$10.00) added to the Monthly Lease Payment, which is not punitive, but an agreed upon compensation towards DISTRICT's costs of administrative process to collect the past due amount. It is understood by the USER that this late payment is in addition to any other damages, including return check fees, which DISTRICT may claim as recovery in an action brought to enforce the terms of this agreement and/or one for unlawful detainer. It is further understood that this late payment is in addition to any other remedies which DISTRICT may have under the terms of this agreement. United State Post Service (USPS) postmark on the payment envelope will be the determinate of whether the late fee is applied. If not mailed through the USPS, then the actual date received by the DISTRICT will be used.

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### ARTICLE V – CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that the USER shall construct all private-use infrastructure, required and acceptable to the DISTRICT, at USERS sole cost and expense. All required private-use infrastructure such as, taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in Exhibit 1 to this agreement. Accordingly, USER covenants and agrees as follows:

- 1) Construction and Maintenance: To construct the private-use infrastructure on the USER'S or DISTRICTS property as may be required, all constructions on DISTRICTS property must be approved by DISTRICT 90 days prior to the commencement of constructions. During the term of this AGREEMENT, USER shall also be solely responsible for all maintenance (utility cost, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
- 2) Construction Costs: Notwithstanding anything herein contained to the contrary, USER expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by the DISTRICT.

### ARTICLE VI – AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATION.

This AGREEMENT shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreement between the DISTRICT and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the AIRPORT, or to any of the AIRPORT'S or DISTRICT'S Federal obligations.

The USER agrees to abide by the AIRPORT RULES AND REGULATIONS in effect at of the date of this agreement and as may be amended from time to time. USER acknowledges receipt of the YUCCA VALLEY AIRPORT RULES AND REGULATIONS.

### ARTICLE VII – TERMINATION OF AGREEMENT

- 1) Events of Default by USER: DISTRICT, at its option, may declare the AGREEMENT terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this AGREEMENT.
  - a. The USER access fees outlined in Article IV, or any part thereof, are unpaid for a 60 days, or

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- b. If USER shall file a voluntary petition in bankruptcy, or make a general assignment for the benefits of creditors, or if the USER is adjudicated as bankrupt, or USER otherwise assigns or attempts to assign its interest herein without the required prior written consent of DISTRICT; or
  - c. If USER shall use or permit the use of the USER's premises at any time for any purpose which is not authorized by this AGREEMENT, or if USER shall use or permit the use thereof in violation of any law, rule or regulation, (including the AIRPORT RULES AND REGULATIONS), to which the USER has agreed to conform.
  - d. USER fails to meet any terms or condition of this AGREEMENT.
- 2) Notice of Default: If the USER shall default in the performance of any other term or this AGREEMENT (except the payment of fees), then the DISTRICT shall send to the USER a written notice of default, specifying the nature of the default, and USER shall, within fourteen (14) days after the date of the notice, cure and remedy the default, and this AGREEMENT shall then continue as before.
- a. If USER shall fail to timely cure and remedy such default, the DISTRICT shall have the right to declare, by written notice to the USER, that the USER is in default, and to use all remedies available to DISTRICT under this AGREEMENT, including but not limited to erecting a fence on AIRPORT property to deny access to USER. However, if by its nature, such default cannot be cured within such fourteen (14) day period, such termination shall not be effective if the defaulting party commences to correct such default with said fourteen (14) days and corrects the same as promptly as reasonable practicable.
  - b. Termination of this AGREEMENT for non-payment of fees to DISTRICT by USER shall not become effective until after the expiration of fifteen (15) days written notice thereof by DISTRICT to USER and USER fails to pay all moneys owed, fully within said period.

### ARTICLE VIII – NOTICES

- 1) Notices/Addresses: All notices, requests or other communications, required or permitted to be given hereunder, shall be in writing and delivered by via certified or registered mail, addressed to the appropriated party at its address as follows:

Yucca Valley Airport District  
Post Office Box 2527  
Yucca Valley, CA 92286

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ARTICLE IX – INSURANCE

- 1) USER agrees to maintain in force throughout the Term hereof, at USER's sole cost and expense, comprehensive liability policies, including its excess liability policy for any and all aircraft, endorsed to include the Yucca Valley Airport, Inc. and the Yucca Valley Airport District as an ADDITIONAL INSURED or to secure, maintain and pay the necessary premiums upon, a policy of liability insurance which shall apply to the demised premises, in a company satisfactory to the DISTRICT, which shall name the DISTRICT, and the officers and employees of the DISTRICT as additional insureds, with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate per accident, bodily injury, signal limit.
- 2) The USER shall cause the DISTRICT to be furnished with a certificate of such insurance ON ANY OTHER MOTORIZED VEHICLE (car, et al) with a minimum of One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000/\$300,000) Combined Single Limit that operates on Airport or District property. USER agrees to obtain a written obligation on the part of the insurance carriers to notify DISTRICT in writing at least thirty (30) days prior to any cancellation or non-renewal of any policy required of USER hereunder and USER further agrees that if USER does not keep said insurance in full force and effect, the USER will remove the vehicle, airplane, auto or any motorized vehicle, et al, and will not be able to return until the notice is received by the, DISTRICT or Airport Manager. USER's with uninsured motorized vehicle on DISTRICT property will have this lease agreement terminated. Any motorized vehicle accessing AIRPORT property, including taxiways, will maintain minimum public liability and property damage insurance.
- 3) The following entities MUST be made an ADDITIONAL INSURED ON ALL POLICES OF ANY MOTORIZED VEHICLE:

Yucca Valley Airport District  
(Mailing Address)  
Post Office Box 2527  
Yucca Valley, California 92286

(Physical Address)  
6804 Warren Vista Avenue  
Yucca Valley, California 92284

AND THE:

Yucca Valley Airport, Inc.  
(Mailing Address)  
Post Office Box 2592  
Yucca Valley, California 92286

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(Physical Address)  
6804 Warren Vista Avenue  
Yucca Valley, California 92284

IN WITNESS WHEREOF, the parties have executed these presents by their duly authorized officers.

EXECUTED IN THE PRESENCE OF: DISTRICT: Yucca Valley Airport District

\_\_\_\_\_

Board Member

\_\_\_\_\_

USER (sign name)

\_\_\_\_\_ (print name)

\_\_\_\_\_ (address)

\_\_\_\_\_

\_\_\_\_\_ (email)

\_\_\_\_\_ (cell phone) \_\_\_\_\_ (other phone)

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**AIRPLANE**

N NUMBER \_\_\_\_\_

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

INSURANCE  
COMPANY \_\_\_\_\_

**CAR**

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

INSURANCE  
COMPANY \_\_\_\_\_

PERMIT NUMBER \_\_\_\_\_

**OTHER MOTORIZED VEHICLE**

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

INSURANCE  
COMPANY \_\_\_\_\_



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Exhibit "1"

Required Private-Use Infrastructure:

      NONE      

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