

YOUR LETTERHEAD

Date

Stelios Makrides
Santa Monica Airport Manager
3223 Donald Douglas Loop South
Santa Monica, CA. 90405

Re: Tie-Down License Agreement Offered to _____ for Tie-Down Space
No. _____

Dear Mr. Makrides,

This letter is sent regarding the above matter. The City is demanding that in order to secure a Tie-Down space at Santa Monica airport that the Tie-Down Agreement offered by the City must be signed without modification.

I strongly oppose the wording of the Agreement in that it is contrary to law. The Agreement purports to be a "license" when in fact it affords an "exclusive right" to occupy real estate. As such, regardless of what it is called, it will be considered a month to month lease under California law. The Agreement allows a tenant to be evicted without cause on 24 hours notice. California Civil Code § 1946 requires at a minimum a 30 Day Notice to vacate. The FAA has stated in a letter to the City dated August 30, 2016 that the City is currently bound to federal grant based obligations, which regulates the manner in which the City deals with aeronautical tenants at the airport. Pursuant to AIP Grant Assurance #22 the City may not unreasonably deny access to the airport. The 24 hour eviction notice is a patent violation of the AIP Grant Assurance #22 (Denial of Access).

Unfortunately, I have no choice but to sign and deliver the existing illegal Agreement that the City is insisting on, in that a Tie-Down space is absolutely necessary and must be secured. Be aware, however, that the Agreement is one of adhesion and that I am signing it out of duress due to the unequal bargaining position that currently exists. By executing the Agreement I am not waiving any rights whatsoever, all of which are expressly reserved including, but not limited to, bringing a new Part 16 action.

Govern yourselves accordingly.

Sincerely,
