

**AGREEMENT BETWEEN THE CITY OF HAWTHORNE AND HAWTHORNE  
AIRPORT LLC REGARDING TAXIWAY REHABILITATION AT HAWTHORNE  
MUNICIPAL AIRPORT**

This Agreement (“Agreement”) is entered into as of this 29th day of January, 2025, by and between the **City of Hawthorne**, a municipal corporation located in the State of California (“City”), and **Hawthorne Airport LLC**, a limited liability company organized under the laws of the State of California (“HA LLC”).

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**RECITALS**

WHEREAS, the City owns and manages the Hawthorne Municipal Airport, which provides vital aviation services to the surrounding community; and

WHEREAS, certain aircraft operators have requested permission to conduct takeoffs with higher-than-standard maximum takeoff weights to accommodate operational requirements; and

WHEREAS Aircraft classification rating (ACR) is a number that expresses how an aircraft affects a pavement's structure for a specified subgrade strength in which ACR is calculated by multiplying the derived single wheel load (DSWL) by two and expressing the result in hundreds of kilograms; and

WHEREAS, the DSWL is the load on a single wheel that requires the same pavement thickness as the aircraft, of which an example is a Bombardier Global 6500 at 85,000lbs has an ACR rating of 230; and

WHEREAS, an aircraft with higher-than-standard takeoff weights must adhere to a maximum Aircraft Classification Rating (ACR) of 230 (“Subject Aircrafts”); and

WHEREAS, a Subject Aircraft requires an additional pavement strength of the taxiway in order to support its weight; and

WHEREAS, Subject Aircrafts must only use a taxiway that is rehabilitated sufficiently to support its weight, when moving to the designated runway; and

WHEREAS, Hawthorne Airport LLC seeks to rehabilitate Taxiway Sierra between Delta and Echo under the path of travel as depicted in Exhibit A herein for the purpose of accommodating the weight of Subject Aircrafts and accept the responsibility for maintenance costs of the newly rehabilitated taxiway; and

WHEREAS, HA LLC will also seek to develop hangars 36 through 42 as depicted in Exhibit A that requires permitting, CEQA study and an approval from the California Department of Toxic Substances Control (DTSC); and

WHEREAS, HA LLC is aware of the existence of “Hazardous Materials” as defined in the Master Ground Lease in the contemplated hangar development areas; and

WHEREAS, for the Subject Aircrafts, the path of travel to the runway would be as depicted in Exhibit A, which would require the use of back taxis for Runway 7 or Runway 25; and

WHEREAS, in the event that Subject Aircrafts need to exit the runway before takeoff, the agreed-upon taxiways would include Taxiway A for Runway 25 and Taxiways G and H for Runway 7 and D if returning to their respective hangar/ramp; and

WHEREAS, this Agreement would authorize Subject Aircrafts to travel to the runway under the aforementioned requirements for takeoffs but would **not** authorize higher-than-standard **landing** weights, as the City would maintain its established limits for standard landing weights at Hawthorne Airport as follows:

- 30,000 lbs single wheel;
- 60,000 lbs dual wheel;
- 90,000 lbs dual tandem wheel; and

WHEREAS, any deviation from the agreed path of travel or failure to adhere to the ACR rating will result in the aircraft operator being liable for any pavement damage caused by such deviation;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements set forth herein, the parties agree as follows:

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## **1. Purpose of Agreement**

The purpose of this Agreement is the rehabilitation of the taxiway by HA LLC as described herein for the purpose of accommodating aircraft operators of Subject Aircrafts to conduct takeoffs under specific, agreed-upon conditions, including adherence to a preapproved path of travel to the runway.

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## **2. Rehabilitation/Improvement of Taxiway**

HA LLC shall rehabilitate Taxiway Sierra between Delta and Echo under the path of travel as depicted in Exhibit A and incorporated herein with the same specifications the City used to rehabilitate Taxiway November between Taxiways F and G for the purpose of accommodating the Subject Aircrafts. HA LLC shall pay all costs associated with the rehabilitation.

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### 3. Higher-Than-Standard Takeoff Weights

Hawthorne Airport LLC and the City agree to allow Subject Aircrafts to take off only under the following conditions:

- a. The aircraft operator adheres to the established and agreed-upon path of travel to the designated runway.
  - b. The aircraft's takeoff weight is reviewed and approved by Hawthorne Airport LLC and the City Airport Manager to ensure it meets applicable safety and operational standards.
  - c. The aircraft operator has entered into an agreement as specified in Section 7 herein (Tenant Agreement for Higher Takeoff Weight).
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### 4. Path of Travel

The path of travel for Subject Aircrafts shall be as depicted in **Exhibit A**, which is attached hereto and incorporated into this Agreement. This path of travel will require the entry on the runway at taxiway D and the use of back taxis for Runway 7 or Runway 25.

If the aircraft needs to exit the runway before takeoff, the following taxiways shall be used:

- **Taxiway A** for Runway 25;
  - **Taxiways G and H** for Runway 7
  - **Taxiway D** for returning to hangar/ramp.
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### 5. Responsibility for Taxiway Maintenance

HA LLC shall be responsible for maintaining the taxiway under the established path of travel as depicted in **Exhibit A** to ensure its condition remains safe and in good repair, including, but not limited to, the repairs for excessive wear and tear and/or damages caused by Subject Aircrafts.

The City shall continue to be responsible for the regular maintenance under the Hawthorne Airport Master Ground Lease, including, but not limited to the following:

- Crack sealing and seal coating
  - Cleaning/sweeping
  - Striping
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### 6. Landing Weight Restrictions

The parties specifically acknowledge that this Agreement does **not** authorize aircraft to exceed the standard City-established landing weight limits. These limits are as follows:

- **30,000 lbs single wheel;**
- **60,000 lbs dual wheel;**
- **90,000 lbs dual tandem wheel.**

These limits shall remain in effect for all landing operations (excluding emergencies) at the Airport unless otherwise approved by the City.

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## **7. Tenant Agreements for Higher Takeoff Weights**

Any tenant wishing to operate at takeoff weights higher than the standard must sign a binding agreement with HA LLC, approved by the City's Airport Manager that includes the following conditions:

- a. The tenant will adhere to the **ACR rating of 230** as well as the agreed-upon path of travel depicted in **Exhibit A**.
  - b. The tenant will be liable for any pavement damage resulting from deviation from the approved path of travel or failure to maintain compliance with the ACR rating.
  - c. The tenant may be charged an annual fee by Hawthorne Airport LLC for recurring maintenance.
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## **8. Regulatory Compliance**

All operations conducted pursuant to this Agreement shall comply with applicable federal, state, and local laws, regulations, and policies, including but not limited to FAA rules, the National Airspace System requirements, and operational safety protocols.

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## **9. Governing Law**

This Agreement shall be governed by the laws of the State of California, and any disputes arising hereunder shall be resolved in the proper jurisdiction and venue for the City of Hawthorne in Los Angeles County, California.

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## **10. VESTING, ENTITLEMENT, WAIVER OF ESTOPPEL**

HA LLC understands, acknowledges and agrees that the City's act of executing this agreement or the City issuing permits for the rehabilitation of the taxiway described in section 2 herein, would not result in any vesting rights nor entitle HA LLC to develop hangars 36 through 43 as reflected in Exhibit A of this agreement. HA LLC further understands, acknowledges and agrees to waive any right to raise an estoppel argument for the development of the said hangars based on the HA LLC's rehabilitation of the aforementioned taxiway. HA LLC understands, acknowledges and agrees that the rehabilitation of the said taxiway by HA LLC is a risk that HA LLC have decided to take without any assurance that any federal, state and local will permit the developments of hangars 36 through 43 in Exhibit A.

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## **11. INDEMNIFICATION**

HA LLC shall indemnify and hold harmless the City and any and all of its officials, employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused by any negligent act, error or omission of HA LLC, its officers, agents, employees or sub-contractors in the performance of Agreement.

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## **12. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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## **13. UNDUE INFLUENCE**

Parties declare that no undue influence or pressure was used in reaching this Agreement and both the City and HA LLC negotiated and agreed to the provisions in this Agreement for the mutual benefits in the operation of the Hawthorne Municipal Airport.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.**

**CITY OF HAWTHORNE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HAWTHORNE AIRPORT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Dayna Williams-Hunter  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Robert M. Kim  
City Attorney

## EXHIBIT A

*The path of travel depicted in this Exhibit identifies the agreed-upon route for higher-than-standard takeoff weight operations. It designates the use of back taxiways for Runway 7 or Runway 25. For aircraft requiring runway exit before takeoff, the use of Taxiway A for Runway 25 and Taxiways G and H for Runway 7 is recommended.*

*The shaded portion is the area that Hawthorne Airport, LLC is responsible for repairing of excessive wear/damage occurs.*

