



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



503

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
3/8/10

SUBJECT: Fifth Amendment to Southerly Blythe Marina Lease between Riverside County Regional Park and Open-Space District and Reynolds Resorts-Blythe LLC

RECOMMENDED MOTION: That the Board of Directors approves and:

1. Authorizes the attached Fifth Amendment to Southerly Blythe Marina Lease ("Lease") between the Riverside County Regional Park and Open-Space District (Park District) and Reynolds Resorts-Blythe, LLC;
2. Authorizes the Chairman to executive three (3) copies of the Fifth Amendment and directs the Clerk of the Board to return two (2) executed copies of the Fifth Amendment to the Park District for transmittal and filing; and
3. Authorizes the General Manager or his designee to perform all duties necessary to administer the agreement.

BACKGROUND: Reynolds Resorts-Blythe (Tenant) currently operates the Southerly Blythe Marina under that certain Lease originally by and between J&W Enterprises and the County of Riverside. Tenant operates a travel trailer park, a grocery store, laundry, coin-operated vending machines, boat launch and recovery ramp, and a marina fuel dock. On or around July 29, 1998, the County of Riverside conveyed the Blythe Marina property to the Riverside County Regional Park and Open-Space District. (see Attachment 1) On March 29, 2005 by M.O. 3.32, an Assignment of Southerly Blythe Marina Lease from Alpine Riviera LLC to Reynolds Resorts LLC was made and approved by the Riverside County Board of Supervisors.

753-Reynolds Resorts Riviera Ground Lease 1st Extension

Spott Bangle, General Manager

FINANCIAL DATA n/a

Current F.Y. Total Cost: \$
 Current F.Y. Net County Cost: \$
 Annual Net County Cost: \$

In Current Year Budget:
 Budget Adjustment:
 For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30
 Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: SYNTIA M. GUNZEL 3-24-10
DATE: Departmental Concurrence

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.31 and 3.32 3/29/05 | District: IV | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.1

(continued from page 1)

SUBJECT: Fifth Amendment of Southerly Blythe Marina Lease between Riverside County Regional Park and Open-Space District and Reynolds Resorts-Blythe LLC

The District and Tenant desire to amend the Lease to extend the Lease Term for an extended period from June 1, 2008 to June 30, 2014. The Tenant has provided timely notice for exercising its option to renew and the District desires to accept the new Lease Term. The Original Lease together with all previous First through Fourth Amendments and this Fifth Amendment are collectively referred to herein as the "Lease."

Except as amended or modified in the Fifth Amendment, all the terms of the Original Lease and the First through Fourth Amendments shall remain in full force and effect and shall apply with the same force and effect to this Fifth Amendment.

The approval of this Fifth Amendment to Southerly Blythe Marina Lease ("Fifth Amendment") is not a project under CEQA. In the event that it is judicially determined to be a project, the Fifth Amendment would be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH AMENDMENT TO
SOUTHERLY BLYTHE MARINA LEASE

THIS FIFTH AMENDMENT TO SOUTHERLY BLYTHE LEASE (“Fifth Amendment”), is dated for reference purposes _____, and is entered into by and between the Riverside County Regional Park and Open-Space District (“District”), the successor in interest to the County of Riverside, as landlord, and Reynolds Resorts - Blythe, LLC, a California Limited Liability Company, as Tenant, (“Tenant”), the assignee and successor in interest to Alpine Riviera, LLC AKA Destiny – Riviera, LLC.

Recitals

A. The County of Riverside, a political subdivision of the State of California, as Landlord, and J& W Enterprises, a California Partnership, as Tenant, have entered into that certain Southerly Blythe Marina Lease, dated as May 10, 1983, (“Original Lease”) pursuant to which County agreed to lease to Tenant and Tenant agreed to lease from County real property in the Palo Verde Valley adjacent to the Colorado River located in the County of Riverside, State of California, known as the Southerly Blythe Marina, (“Leased Premises”), as more particularly described in the Original Lease.

B. The Original Lease has been amended by:

1. That certain First Amendment to Original Lease dated June 28, 1983 by and between County and J & W Enterprises (“First Amendment”) whereby, among other things, the Tenant was provided additional uses of the Leased Premises and to increase the amount and manner of rent to be paid to County in return for such additional uses.

2. That certain Second Amendment to Original Lease dated July 8, 1983, by and between County and J & W Enterprises (“Second Amendment”) whereby, among other things, the Tenant’s option to renew periods were amended.

3. That certain Memorandum of Understanding dated November 4, 1986, by and between County and J & W Enterprises.

1 Tenant, notwithstanding Tenant's execution and delivery of this **Fifth Amendment** to Landlord. Time is
2 of the essence in this **Fifth Amendment** and the **Lease** and each and all of their respective provisions.
3 Subject to the provisions of the **Lease** as to assignment, the agreements, conditions and provisions
4 herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of
5 the parties hereto. If any provisions of this **Fifth Amendment** or the **Lease** shall be determined to be
6 illegal or unenforceable, such determination shall not affect any other provision of the **Lease** and all
7 such other provisions shall remain in full force and effect. The language in all parts of the **Lease** shall be
8 construed according to its normal and usual meaning and not strictly for or against either Landlord or
9 Tenant.

10
11 IN WITNESS WHEREOF, the parties have executed this **Fifth Amendment** as of the date first written
12 above.

13 RIVERSIDE COUNTY REGIONAL
14 PARK AND OPEN-SPACE DISTRICT

TENANT
REYNOLDS RESORTS – BLYTHE, LLC

15 By: _____
16 Chairman, Board of Directors

By: _____
Name:
Title:

17
18
19 ATTEST:
20 CLERK OF THE BOARD
Kecia Harper-Ihem

21 By: _____
22 Deputy

23
24 APPROVED AS TO FORM:
25 COUNTY COUNSEL
Pamela J. Walls

26
27 By: *Synthia M. Gunzel*
28 Synthia M. Gunzel, Deputy County Counsel