

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

969



FROM: Economic Development Agency

SUBMITTAL DATE:
July 2, 2014

SUBJECT: Ratification and Consent to Assignment of Sublease and Bill of Sale – French Valley Airport – District 3/District 3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Consent to the attached Bill of Sale and Assignment of Sublease from Sansom Family Revocable Trust dated February 5, 1999, Byron P. Sansom and Patricia W. Sansom Trustees, as Assignor, to Richard A. Weiner, an individual, as Assignee, for Hangar 13 at French Valley Airport.
2. Approve the attached Consent to Bill of Sale and Ratification and Consent to Assignment of Sublease;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-----------------------------|----------------------|-------------------|-------------|---------------------------------|---|
| COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS: N/A | | | | Budget Adjustment: No | |
| | | | | For Fiscal Year: 2014/15 | |

C.E.O. RECOMMENDATION:

APPROVE

BY:

Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3.8 of 4/19/05; 3.17 of 6/8/04;; 3.22 of 9/11/01

District: 3/3

Agenda Number:

3-19

FORM APPROVED COUNTY COUNSEL
BY: Jhaila R. Brown DATE: 7-2-14

Departmental Concurrence

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

Economic Development Agency

FORM 11: Ratification can Consent to Assignment of Sublease and Bill of Sale – French Valley Airport

District 3/District 3

DATE: July 2, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Supervisors to sign the attached Consent to Bill of Sale and Ratification and Consent to Assignment of Sublease; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any additional documents necessary to implement the Bill of Sale and Assignment of Sublease, subject to approval by County Counsel.

BACKGROUND:

Summary

The County of Riverside Economic Development Agency (EDA) received a request from Sansom Family Revocable Trust dated February 5, 1999, Byron P. Sansom and Patricia W. Sansom Trustees, ("Sansom Family Trust") to consent to the assignment of Sansom Family Trust's interest in that certain Sublease dated January 1, 2005 (Sublease) by and between Murrieta Executive Airpark MEA, LLC, a California limited liability company (MEA), (as Sublessor), and Sansom Family Trust (as Sublessee) to Richard A. Weiner, an individual. The Sublease pertains to that certain Unit no. 13 (also identified as Hangar no. 2C) located within French Valley Airport in Murrieta, California, as more particularly depicted in Exhibit B to the attached Sublease (Attachment E). The Sublease is subject to that certain Lease (French Valley Airport) (Lease) dated October 1, 2001 by and between the County of Riverside (as Lessor) and MEA (as Lessee), as amended by First Amendment to Lease on March 23, 2004 and by Second Amendment to Lease on June 27, 2006, relating to the lease of approximately 152,460 square feet of land, located at French Valley Airport. Gary D. Roberts and Kimberly A. Roberts, a husband and wife, were the original Sublessees under the Sublease. A list of prior assignments of Sublessee interests under the Lease is attached hereto (Attachment F).

Sansom Family Trust (Assignor therein) and Richard A. Weiner (Assignee therein) executed that certain Assignment on April 21, 2014 (Assignment), the effectiveness of which is subject to the prior consent and approval by the County of Riverside. A copy of the Assignment is attached (Attachment B). Richard A. Weiner has also acquired from Sansom Family Trust an aircraft storage hangar known as Unit no. 13 (also identified as Hangar no. 2C) located on the subleased premises, the sale of which is memorialized by a Bill of Sale dated April 21, 2014 attached hereto (Attachment D). Richard A. Weiner will not change the existing use of the subleased premises. The Assignment will not impact the terms of the Sublease.

EDA staff recommends that the Board of Supervisors ratify and consent to the Assignment and Bill of Sale and approve the execution of the attached Ratification and Consent to Assignment of Sublease (Attachment A) and Consent to Bill of Sale (Attachment C). County Counsel has reviewed and approved the Ratification and Consent to Assignment of Sublease and Consent to Bill of Sale as to legal form.

Impact on Citizens and Businesses

The Assignment will assist in our effort to increase airport operations which in turn provides increased patron activities for local businesses.

(Continued)

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

Economic Development Agency

FORM 11: Ratification can Consent to Assignment of Sublease and Bill of Sale – French Valley Airport

District 3/District 3

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PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information (Continued)

There is no net county cost and no budget adjustment required.

ATTACHMENTS:

Attachment A – Ratification and Consent to Assignment of Sublease

Attachment B – Assignment

Attachment C – Consent to Bill of Sale

Attachment D – Bill of Sale

Attachment E – Sublease

Attachment F – List of Prior Assignment of Sublessee Interests

969

ATTACHMENT A

(Behind this Page)

RATIFICATION AND CONSENT TO ASSIGNMENT

(Sansom Family Revocable Trust Unit no. 13)

The County of Riverside ("County") hereby consents to the assignment of Sansom Family Revocable Trust dated February 5, 1999, Byron P. Sansom and Patricia W. Sansom Trustees', ("Sansom Trust") interest as Sublessee in that certain Sublease (defined below) to Richard A. Weiner, an individual, as set forth in the Assignment attached hereto as Attachment "A" and incorporated herein by this reference ("Assignment"). Pursuant to the Assignment, the Sansom Trust ("Assignor") transferred and assigned to Richard A. Weiner ("Assignee") all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Sublease dated January 1, 2005 ("Sublease") between Murrieta Executive Airpark MEA, LLC ("MEA") (as Sublesor) and Sansom Trust (as Sublessee). The Sublease pertains to that certain Unit no. 13 (also identified as Hangar 2C) located at French Valley Airport in Murrieta, California, as more particularly depicted in Exhibit "B" to the Sublease. Gary D. Roberts and Kimberly A. Roberts, a husband and wife, were the original Sublessees under the Lease. A list of prior assignments of Sublessee interest under the Lease is attached hereto (Attachment F).

The Sublease is subject to that certain Lease (French Valley Airport) by and between the County of Riverside (as Lessor) and MEA (as Lessee) ("Lease") dated October 1, 2001, as amended by that certain First Amendment to Lease dated March 24, 2004, and by that certain Second Amendment to Lease dated June 27, 2006, relating to the lease of approximately 152,460 square feet of vacant land, located at the French Valley Airport, as more fully described in Exhibit "A" to the Lease.

In reliance upon the assumption by Assignee of all Rights and Obligations under the Sublease as set forth in the attached Assignment, the County does hereby ratify and consent to the assignment of the Rights and Obligations by Assignor to Assignee and Assignee's assumption thereof. Ratification and consent hereof by the County shall not be construed to relieve or release (i) Assignor from its duty to comply with any obligations under the Sublease, and (ii) Murrieta Executive Airpark MEA, LLC from its duty to comply with any obligations under the Lease.

[Remainder of Page Intentionally Blank]

Date: _____

COUNTY OR RIVERSIDE, a political
Subdivision of the State of California


By: _____

Jeff Stone, Chairman
Board of Supervisors

ATTEST:
KECIA IHEM-HARPER
Clerk of the Board

APPROVED AS TO FORM
PAMELA J. WALLS, County Counsel

By: _____
Deputy

By:  _____
Jhaila R. Brown
Deputy County Counsel

(SEAL)

ATTACHMENT B

(Behind this Page)

ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The undersigned, SANSOM FAMILY REVOCABLE TRUST dated February 5, 1999, Byron P. Sansom and Patricia W. Sansom, Trustees, hereby transfers and assigns to RICHARD A WEINER, all rights, title and interest of undersigned under that certain Sublease Between MURRIETA EXECUTIVE AIR PARK MEA , LLC, dated January 1, 2005, pertaining to premises described as Murrieta Executive Air Park's Unit 13 consisting of approximately 1/12th acre/3600 square feet of land, including one metal construction aircraft hangar identified as Hangar 2C at French Valley Airport, County of Riverside, State of California, said Lease is attached as Exhibit "A". The execution of this Assignment and transfer of all rights, title and interest herein are contingent upon Acceptance and approval by the Riverside County Board of Supervisors.

Dated 4/21/14

Sansom Family Trust
Byron Sansom
PO BOX 89
Kooskia, ID 83539-0089

By: Byron P. Sansom
Sansom Family Revocable Trust
Patricia W Sansom

ACCEPTANCE AND AGREEMENT

The undersigned, RICHARD A WEINER, named in the foregoing Assignment, hereby Accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in Sub Lease on the part of the Lessee therein to be kept and performed to all intents and purposes as though the undersigned Assignee was the original Sub Lessee there under.

Dated 4/21/14

By Richard A Weiner
RICHARD A WEINER
27412 Enterprise Circle, W., suite 102
Temecula, Ca 92592

DECLINE OF RIGHT OF FIRST REFUSAL

AND

CONSENT TO ASSIGNMENT OF SUBLEASE

Reference is made to certain Sublease dated January 1, 2005 (Sublease), by and between Murrieta Executive Air Park MEA, LLC, a California limited liability company (MEA) as Sublessor, and Sansom Family Revocable Trust dated 02/5/1999, Byron P. Sansom and Patricia W. Sansom as Sublessee, pertaining to the premises described as Murrieta Executive Air Park's Unit 13, consisting of approximately 1/12 acre/3600 square ft of land, including one metal construction hangar identified as Hangar 2C, located on French Valley Airport, City of Murrieta, County of Riverside, State of California.

1. MEA confirms that it was informed of offer to purchase Hangar 2C, pursuant to Section 13.04 of the Sublease, by Sansom Family Revocable Trust. MEA hereby declines To exercise its right of refusal to purchase Hangar 2C
2. Sansom Family Revocable Trust, hereby request MEA's consent to assign the Sublease by Sansom Family Revocable Trust as Transferor and Sublessee, to Richard A Weiner as Transferee Under the terms and conditions of the Sublease, a copy of which is attached here to As Exhibit A and made part hereof.


DECLINE OF RIGHT OF FIRST REFUSAL

AND

CONSENT TO ASSIGNMENT OF SUBLEASE

THE UNDERSIGNED HEREBY CONSENTS TO DECLINE OF THE ABOVE RIGHT OF FIRST REFUSAL AND CONSENTS TO ABOVE ASSIGNMENT OF SUBLEASE.

MURRIETA EXECUTIVE AIR PARK MEA,
A California Limited Liability Company

Executed on: 6/24/14 By: 

Kevin Stumm, President

Exhibit A--Master Sublease

Exhibit B--Aircraft Hangar Purchase Agreement

ATTACHMENT C

(Behind this Page)

CONSENT TO BILL OF SALE

The County of Riverside (County) hereby consents to the Bill of Sale, dated April 21, 2014, for the aircraft storage hangar known as Unit no. 13 (identified as Hangar 2C), located at French Valley Airport, Murrieta, California, between Sansom Family Revocable Trust dated February 5, 1999, Byron P. Sansom and Patricia W. Sansom, Trustees, as Sellers, and Richard A. Weiner, as Buyer. The Bill of Sale is attached hereto as Exhibit "A".

By consenting to the Bill of Sale, the County neither undertakes nor assumes nor will have any responsibility or duty to Richard A. Weiner or to any third party to review, inspect, supervise, pass judgment upon or inform Richard A. Weiner or any third party of any matter in connection with subject aircraft storage hangar, whether regarding the quality or adequacy, suitability of the subject hangar for Richard A. Weiner's proposed use or otherwise. Richard A. Weiner and all third parties shall rely upon its or their own judgment regarding such matters. The County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the subject aircraft storage hangar for Richard A. Weiner's intended use.

Date: _____

COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

By: _____

Jeff Stone, Chairman
Board of Supervisors

ATTEST:
KECIA IHEM-HARPER
Clerk of the Board

APPROVED AS TO FORM
PAMELA J. WALLS, County Counsel

By: _____
Deputy

By: 
Jhaila R. Brown
Deputy County Counsel

(SEAL)

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Richard A. Weiner hereby acknowledges and consents to all of the terms set forth in this Consent to Bill of Sale.

By: 
Richard A. Weiner

Dated: 5/23/14

ATTACHMENT D

(Behind this Page)

AIRCRAFT HANGAR PURCHASE AGREEMENT

This Aircraft Hangar Purchase Agreement is entered into this 21 day of April 2014

Between Samson Family Trust dated April 5, 1999(Seller) and Richard A Weiner(Buyer).

Seller has agreed to sell that certain aircraft hangar facility at French Valley Airport, Murrieta, California, within and a part of Murrieta Executive Air Park, Identified as Hangar 2C The hangar building will be conferred to Buyer by a Bill of Sale, and the Sublease will be conferred to Buyer by Sublease Assignment, upon such Sublease Assignment being duly approved by all responsible parties. It is understood by Buyer and Seller that the Sublease Assignment is subject to approval by Murrieta Executive Airpark MEA, I.L.C MEA as Sublessor, and the County of Riverside(County) as Lessee.

Buyer has agreed to purchase, and seller has agreed to sell that certain hangar for the Amount of \$165,000(One Hundred Sixty Five Thousand United States Dollars). Buyer at Open of Escrow(Lawyers Title and Escrow San Bernadino, California). to Deposit \$165,000(One Hundred Sixty Five United States Dollars) into Escrow. Seller Agrees that the Money In Escrow is refundable during the due diligence process of five Days after opening of Escrow or the Purchase and lease Assignment are not approved by MEA or County. In the Event that the assignment of the Sublease is withheld by MEA Or County, Seller agrees to release \$165,000(One Hundred Sixty Thousand United States Dollars) from Escrow to Buyer and bill of sale is null and void.

Buyer has been provided with copies of the Sublease to be assigned that is in effect between Seller and MEA, and Exhibits thereto, including the " Master Lease" between MEA and County. Buyer has read these leases and agrees to accept them without modification. Buyer has inspected Aircraft Hangar 2C and Accepts it its current condition. Buyer has been provided Common Area Expenses which include the Ground Lease payment. Buyer, upon completing its due diligence process within Five days of the opening of Escrow, agrees to purchase the Hangar in its current Condition and to accept Sublease, upon its assignment, as it is currently written. MEA Common Area Fees and Taxes are to be paid July 1st, 2014 forward by the Buyer.

BUYER
SIGNED

Richard A. Weiner
Richard A. Weiner

DATE

4/21/14

SELLER
SIGNED

Samson Family Trust
Samson Family Trust

DATE

4/21/14

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS Concurrently with the execution and delivery hereof, SANSOM FAMILY REVOCABLE TRUST dated February 5, 1999 (Seller) is Conveying to RICHARD A WEINER, (Purchaser), these improvements on the Land located in the county of Riverside, State of California as more particularly described as Exhibit A attached hereto (the "Improvements").

NOW, THEREFORE, in consideration of the receipt of One Hundred Sixty Five Thousand Dollars(\$165,000.00) and other good and valuable consideration in hand paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged and confessed by Seller, Seller does hereby sell, transfer, set over and deliver to Purchaser, its successors and assigns, all of Seller's right, title and interest, in and to the Improvements, without any representation or warranty of any kind as to title or condition which Improvements are situated upon the real property located in the County of Riverside, State of California. The Improvements are conveyed subject to that certain sublease Dated December 1, 2002 by and between Seller and MURRIETA EXECUTIVE AIRPARK MEA, LLC and any other encumbrances, easements, regrets of any kind or nature or other matters of record pertaining to or affecting the Land. The estate of the Improvements shall not merge with the Land or any leasehold estate.

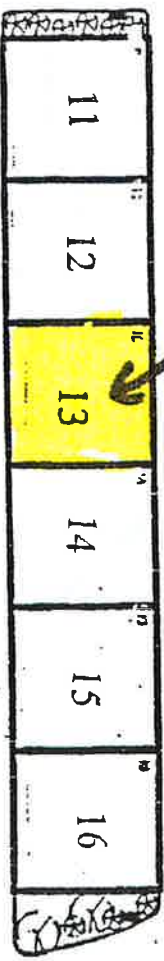
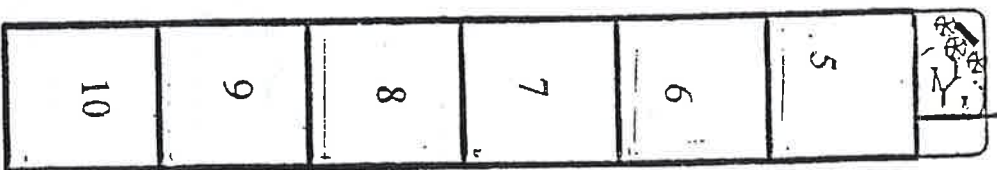
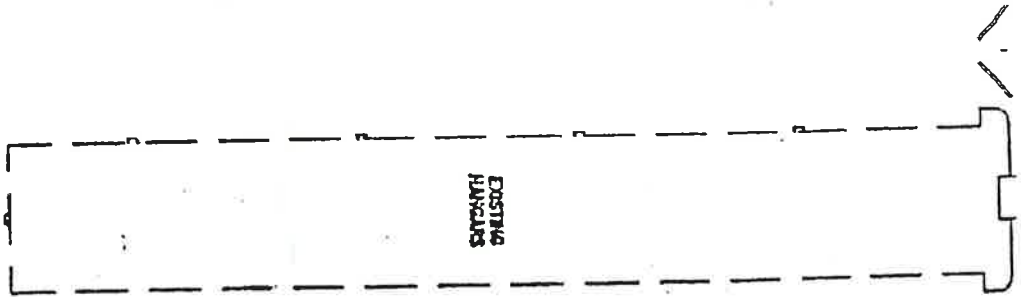
PURCHASER ACKNOWLEDGES THAT THE IMPROVEMENT ARE TRANSFERRED AS IS WHERE IS, AND ALL FAULTS AND THAT NEITHER SELLER NOR ANY SELLER AFFILIATE, HAS MADE ANY WARRANTY OR REPRESENTATION. EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE IMPROVEMENTS., INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (a) ITS FITNESS, DESIGN OR CONDITION, FOR ANY PARTICULAR USE OR PURPOSE, (b) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (c) COMPLIANCE WITH LSWS, OR (d) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY PURCHASER. PURCHASER ACKNOWLEDGES THAT THE PREMISES HAVE BEEN INVESTIGATED AND INSPECTED BY PURCHASER AND ARE SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, SELLER SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURCHASER, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS EXPRESSLY WAIVES ANY RIGHT OF RESCISSION HEREUNDER AND RELEASES AND DISCHARGES SELLER FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW HAVE OR HEREAFTER HAVE AGAINST SELLER AND PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD SELLER AND SELLERS OFFICERS AND AFFILIATES HARMLESS FROM AND AGAINST ALL COST, CLAIMS, OR CAUSES OF ACTION, ARISING IN CONNECTION WITH OR OUT OF CONDITION OF THE PREMISES. PURCHASER'S WAIVERS AND INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL SURVIVE THE TERMINATION OF THIS LEASE.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of all parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and General Assignment to
be Executed this 21 day of April 2014

SANSOM FAMILY REVOCABLE TRUST dated February 5, 1999

By Byron P Sansom
Patricia W Sansom



HGR 2C

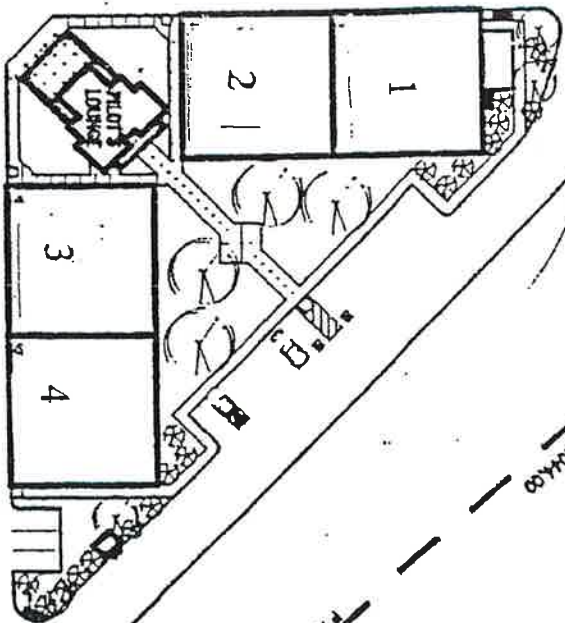


EXHIBIT A

2003-198934
83/19/2003 08:08:08F
99 of 107



2011-0158057
84/11/2011 10:17
8 of 131



LEGAL DESCRIPTION
AIRPLANE HANGER NO. 13

A PARCEL FOR AIRPLANE HANGER NO. 10 OVER THAT PORTION OF SECTION 7,
TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE
COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, SAID CORNER
BEING A 3/4" I.P. WITH TAG L.S. 3968;

THENCE, S 00°35'35" E (BASIS OF BEARINGS BEING THE WEST LINE OF SECTION
7, T7S, R2W, SBM PER THE RECORD OF SURVEY FILED IN BOOK 57 OF RECORDS
OF SURVEY AT PAGE 81, RECORDS OF RIVERSIDE COUNTY BEING N 00°35'35"
W) ALONG THE WEST LINE A DISTANCE OF 2644.42 FEET TO THE WEST
QUARTER CORNER OF SAID SECTION 7;

THENCE, CONTINUING S 00°35'35" E ALONG SAID WEST LINE A DISTANCE OF
2644.41 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 7;

THENCE, S 89°53'17" E ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE
OF 999.66 FEET TO A POINT;

THENCE, DEPARTING SAID SOUTH LINE N 12°17'07" E A DISTANCE OF 4439.85
FEET TO A POINT;

THENCE, S 77°42'53" E A DISTANCE OF 32.00 FEET TO A POINT;

THENCE, CONTINUING S 77°42'53" E A DISTANCE OF 559.00 FEET TO A POINT;

THENCE, N 12°17'07" E A DISTANCE OF 570.00 FEET TO A POINT;

THENCE, N 77°42'53" W A DISTANCE OF 323.53 FEET TO A POINT, SAID POINT
BEING THE POINT OF BEGINNING;

THENCE, CONTINUING N 77°42'53" W A DISTANCE OF 63.00 FEET TO A POINT;

THENCE, N 12°17'07" E A DISTANCE OF 60.00 FEET TO A POINT;

THENCE S 77°42'53" E A DISTANCE OF 63.00 FEET TO A POINT;

THENCE, S 12°17'07" W A DISTANCE OF 60.00 FEET TO THE POINT OF
BEGINNING.

SAID PARCEL CONTAINING 3,780 SQUARE FEET, MORE OR LESS.

2003-19034
03/13/2003 06:00A
57 of 107



EXHIBIT A



2011-0158057
04/11/2011 10:12A
9 of 131

EXHIBIT A

Improvements

HANGAR 2C, together with an undivided interest in the common wall between HANGAR 2C and the adjacent hangar or hangars, if any, but specifically excluding all Utilities, utility lines, sprinkling systems, conduits and any other building systems, which do not exclusively serve the Hangar 2C or is not within Hangar 2C and further subject to the terms and conditions of that certain sublease by and between SANSOM FAMILY REVOCABLE TRUST dated February 5, 1999 and MURRIETA EXECUTIVE AIR PARK MEA, LLC dated as of December 1, 2001 and the terms and conditions of that certain lease dated October 1, 2001, and any amendments by and between MURRIETA EXECUTIVE AIR PARK MEA, LLC (Lessee) and the County of Riverside, State of California (Lessor) which was previously reviewed and accepted by Purchaser.