

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

638



FROM: Economic Development Agency

SUBMITTAL DATE:
May 5, 2016

SUBJECT: Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement Between the County of Riverside and KJ Aviation, LLC; Jacqueline Cochran Regional Airport; District 4, [\$0]; Not a Project Under CEQA

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement is not a project under the California Environmental Quality Act (CEQA);
2. Approve the attached Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement, including attachments (Second Amendment), between the County of Riverside, as Lessor, and KJ Aviation, LLC, a California limited liability company, doing business as Oliphant Aviation, as Lessee;

(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: 2015/16	

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.: 3-22 of 8/8/13; 3-10 of 3/24/15

District: 4

Agenda Number:

3-9

FORM APPROVED COUNTY COUNSEL
BY:
ANITA C. WILLIS
DATE: 5-10-16

Departmental Concurrence

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

Economic Development Agency

FORM 11: Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement Between the County of Riverside and KJ Aviation, LLC; Jacqueline Cochran Regional Airport; District 4, [\$0]; Not a Project Under CEQA

DATE: May 5, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to execute a Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement substantially conforming in form and substance to the attached Second Amendment, subject to approval by County Counsel; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Second Amendment, including, but not limited to, signing subsequent necessary and relevant documents, including, but not limited to Estoppel Agreements, subject to County Counsel approval.

BACKGROUND:

Summary

The County of Riverside (as lessor)(County) and KJ Aviation, LLC, a California limited liability company (as lessee) (KJ Aviation) entered into that certain Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement dated August 20, 2013, as amended by that certain First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement dated March 24, 2015 (collectively, the Ground Lease). The Ground Lease relates to, among other things, the lease of approximately 4.67 acres of vacant land located at the Jacqueline Cochran Regional Airport (Leased Premises), and the construction thereon, in 4 phases, of a limited fixed base operation for the development of 4 large aircraft storage hangars (approximately 13,750 to 26,000 square feet each) to be sold or leased (Project). The Ground Lease has an initial term of 48 months, with an option to extend the term an additional 30 years upon the expiration of the initial 48 month term and completion of construction of the Project, provided KJ Aviation is not in default under the Ground Lease. The initial 48 month term commenced on March 24, 2015 and is set to expire on March 24, 2019. KJ Aviation has almost completed the construction of an approximate 26,000 square foot hangar as part of phase 1. The remaining 3 phases have not yet been constructed.

KJ Aviation has requested that the Ground Lease be amended to (i) allow for early exercise of the 30 year option, prior to completion of construction of phases 2 through 4, and (ii) extend the Project construction completion date from March 24, 2019 to March 24, 2020, to make the Project financially feasible and ensure completion of the Project. The senior lender, First Bank, a Colorado corporation, is requiring the immediate commencement of the 30 year term as a condition to its financing. The terms and conditions of the amendment are set forth in the proposed Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement attached (Second Amendment). The existing lease payments and development obligations set forth in the Ground Lease will remain the same. Other than the changes set forth in the proposed Second Amendment, the existing terms and conditions of the Ground Lease will remain unchanged.

The proposed Second Amendment is an amendment to the existing Ground Lease to allow for immediate exercise of the 30 year option already set forth in the Ground Lease and a 12 month extension to the existing construction schedule, and it can be seen with certainty that there is no possibility that the exercise of the 30 year option and amendment to the construction schedule may have a significant effect on the environment. The exercise of the option only extends the lease term (as contemplated under the lease) and the amendment to the construction schedule provides additional time to develop the improvements required under the lease.

(Continued)

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

Economic Development Agency

FORM 11: Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement Between the County of Riverside and KJ Aviation, LLC; Jacqueline Cochran Regional Airport; District 4, [\$0]; Not a Project Under CEQA

DATE: May 5, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Based on the aforementioned, staff has determined that the proposed Second Amendment is not an activity subject to the California Environmental Quality Act (CEQA). The Ground Lease, including the environmental impacts of the development contemplated thereunder, was already evaluated under CEQA pursuant to the Jacqueline Cochran Regional Airport Master Plan and certified MND (SCH No. 2004081118).

Even if a determination is made that the proposed Second Amendment is a project subject to CEQA, the amendments set forth in the Second Amendment will not result in any new significant environmental impacts that were not already previously evaluated under the Jacqueline Cochran Regional Airport Master Plan and certified MND (SCH No. 2004081118).

Staff recommends that the Board of Supervisors approve the proposed Second Amendment, including all exhibits. County Counsel has reviewed and approved the attached Second Amendment as to form.

Impact on Citizens and Businesses

The Second Amendment to the Ground Lease will assist the County's effort to increase airport operations which in turn provide increased patron activities for local businesses.

SUPPLEMENTAL:

Additional Fiscal Information

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

ATTACHMENT(s):

- Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement

**SECOND AMENDMENT TO JACQUELINE COCHRAN
REGIONAL AIRPORT LIMITED FIXED BASE OPERATION
GROUND LEASE AGREEMENT**

This SECOND AMENDMENT TO JACQUELINE COCHRAN REGIONAL AIRPORT LIMITED FIXED BASE OPERATION GROUND LEASE AGREEMENT (“Second Amendment”) is made and entered into as of this ____ day of _____, 2016 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”) and KJ AVIATION, LLC, a California limited liability company, doing business as OLIPHANT AVIATION (“Lessee”). The County and Lessee are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the County and Lessee entered into that certain Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement, dated August 20, 2013, as amended by that certain First Amendment Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement (“First Amendment”) dated March 24, 2015 (collectively the “Ground Lease”) relating to, among other things, the lease of that certain real property consisting of 4.67 acres of vacant land, located at the Jacqueline Cochran Airport described in the legal description attached hereto as **Attachment No. 1** and incorporated herein by this reference (“Leased Premises”), and the construction thereon, in 4 phases, of a limited fixed base operation for the development of aircraft storage hangars to be sold or leased (“Project”). Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Ground Lease;

WHEREAS, the initial term of the Ground Lease is from March 24, 2015 through March 24, 2019 (“Initial Term”), with an option to extend the term for an additional 30 years provided, (i) the initial term has expired, (ii) Lessee has completed all construction required under the Ground Lease, and (iii) Lessee is not in default under the Ground Lease (“30 Year Option”);

WHEREAS, pursuant to the Ground Lease, no later than March 24, 2019, Lessee is required to construct, as part of the Project, 4 hangars within 4 phases, plus the corresponding taxiway (1st phase approximately 26,000 square foot hangar, 2nd phase approximately 13,750 square foot hangar, 3rd phase approximately 15,650 square foot hangar, and 4th phase

approximately 15,650 square foot hangar);

WHEREAS, the 1st phase of construction which includes an approximately 26,000 square foot hangar is close to completion. Construction on the remaining 3 phases has not yet commenced;

WHEREAS, to make the Project financially feasible and ensure timely completion of the Project, County and Lessee desire to amend the Ground Lease to (i) allow for the early exercise of the 30 Year Option, prior to completion of all construction, and (ii) extend the Project construction completion date an additional 12 months from March 24, 2019 to March 24, 2020. The development obligations required under the Ground Lease will remain the same;

WHEREAS, subject to Lessee's satisfaction of certain conditions, First Bank, a Colorado corporation, has committed to financing a portion of the construction costs for the Project ("Senior Lender"). The Senior Lender is requiring the commencement of the 30 Year Option as a condition to its financing; and

WHEREAS, the purpose of this Second Amendment is to effectuate and amend the Ground Lease by (i) amending the term of the Ground Lease from 48 months to 30 years; (ii) extending Lessee's construction completion date an additional 12 months from March 24, 2019 to March 24, 2020; and (iii) modifications to certain other obligations of the Parties, all on the terms and conditions as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The Recitals and attachments referenced above are incorporated herein by this reference and adopted by the Parties to be true and correct.
2. **Amendments to the Ground Lease**. The Ground Lease is hereby amended as follows:
 - a. **Term**. Section 3 of the Ground Lease titled, "Term," is hereby deleted in its entirety and replaced with the following:
 - "3. **Term**. The term of this Lease shall commence as of the Effective Date of the Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement and shall terminate 30 years

thereafter, unless terminated earlier as provided in this Lease (“Term”)

b. **Initial Lease Term.** The term “Initial Lease Term” used within the Ground Lease is hereby deleted in its entirety and replaced with the phrase, “60 month period commencing on March 24, 2015 and ending on March 24, 2020.”

c. **On-Site Improvements.** Section 8 of the Ground Lease shall be amended as follows:

i. Section 8. (a) of the Ground Lease, as amended by the First Amendment, titled, “*Phases,*” is hereby deleted in its entirety and replaced with the following:

“(a) *Development Completion.* Lessee shall be required to complete construction of all four (4) phases of development plus the corresponding taxiway on all 4.67 acres of the Subject Property (1st phase approximately 26,000 square foot hangar, 2nd phase approximately 13,750 square foot hangar, 3rd phase approximately 15,650 square foot hangar, and 4th phase approximately 15,650 square foot hangar) as more specifically described in Exhibits E and F each attached to this Lease and incorporated herein by this reference, no later than March 24, 2020. Lessee shall be obligated under the terms of this Lease to fully develop the 4.67 acre Subject Property with storage hangar buildings as provided in this Lease. Failure to complete the construction of all hangar buildings on the Subject Property no later than March 24, 2020 shall constitute a material breach of this Lease. The term “complete construction” or “Complete Construction” as used herein shall mean the completion of the development and construction of the on-site improvements required under this Lease on the Subject Property as evidenced by a certificate of occupancy issued by the County.”

ii. Section 8. (b) of the Ground Lease, as amended by the First Amendment, is hereby deleted in its entirety.

iii. Section 8 (d) of the Ground Lease is hereby deleted in its entirety and

replaced with the following:

“(d) *Full Construction Plans*. County and Lessee acknowledge and agree that the full construction plans for the 2nd, 3rd and 4th phases, as depicted in Exhibit E attached hereto, have not been submitted by Lessee to the County. Within ninety (90) days of the Effective Date of the Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement, Lessee shall submit to the County a full set of construction plans for the 2nd, 3rd and 4th phases consistent with Exhibit E, to obtain building permits. Lessee shall commence construction of the 2nd phase of improvements within ninety (90) days following issuance of the requisite permits by the County. Completion of the construction of all improvements required under the Lease, to be developed on the entire Subject Property, shall occur no later than March 24, 2020.”

- d. **Termination by County**. Section 16 (f) of the Ground Lease shall be deleted in its entirety and replaced with the following, “(f) in the event that Lessee fails to submit full construction plans to County for the Subject Property within ninety (90) days of the Effective Date of the Second Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement, as more specifically set forth in Section 8 (d) of this Lease.”
- e. **Real Property Reversion**. The Ground Lease is hereby amended to add a new Section 45 titled “Real Property Reversion” as follows:

“45. **Real Property Reversion**. During the term of this Lease, all improvements, alterations, and fixtures constructed by the Lessee on the Subject Property shall be owned by Lessee until the Lease is terminated, legally relinquished, abandoned or upon the expiration of Lease including any hold-over period. Upon termination, relinquishment, abandonment or upon the expiration of the Lease (including any hold-over period), legal title to all improvements constructed by the Lessee shall cease to exist, and all interest associated therewith shall revert to the County free and clear of any and all

rights to possession and all claims to or against them by Lessee or any third person or entity. At the expiration or earlier termination of this Lease, Lessee shall also surrender to County possession of the Subject Property and all improvements constructed thereon free and clear of all liens, encumbrances and mortgages. Lessee shall have the full and exclusive use and enjoyment of such improvements, alterations, and fixtures during the Term of this Lease. At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade fixtures (not including buildings and improvements affixed to the land), and restore the Subject Property to their original shape and condition in good, safe and sanitary condition, subject to ordinary wear and tear. In the event Lessee does not remove such trade fixtures, they shall become the property of the County for no further consideration of any kind, and Lessee acknowledges and agrees that County shall have the right to charge Lessee for removal of any trade fixtures that so remain by Lessee upon the expiration or early termination of the Lease. At County's request Lessee shall execute and deliver to County assignments of leases and a quitclaim deed, both in commercially reasonable form and as prepared by County. By the quitclaim deed Lessee shall quitclaim any right, title or interest which Lessee may have or claim to have in the improvements."

3. **Miscellaneous**

a. **Interpretation.** This Second Amendment, when combined with the Ground Lease, sets forth and contains the entire understanding and agreement of the Parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of this date. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Second Amendment or the Ground Lease.

b. **Waivers; Amendments.** All waivers of the provisions of this Second Amendment and all amendments hereto must be in writing and signed by the appropriate authorized representatives of the County and Lessee. Failure or delay by County in

giving notice of any default under this Second Amendment or the Ground Lease shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Second Amendment and in the Ground Lease, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. **Attachments.** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

d. **Effectiveness of Ground Lease.** Except as modified and amended by this Second Amendment, all other terms and conditions of the Ground Lease remain unmodified and in full force and effect.

e. **Counterparts.** This Second Amendment may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

f. **Effective Date.** The effective date of this Second Amendment is the date this Second Amendment is executed by the County's Chairman of the Board of Supervisors.

[Remainder of Page Intentionally Blank]

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates written below.


COUNTY:

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

By: _____
Robert Field,
Assistant CEO/EDA

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: 
Thaila R. Brown,
Deputy County Counsel

LESSEE:

KJ AVIATION, LLC, a California limited liability company, doing business as OLIPHANT AVIATION

By: Oliphant Enterprises, Inc., a California corporation
Its: Manager

By: _____
Richard Oliphant, President

Date: _____

ATTACHMENT NO. 1
EXHIBIT A-3 TO THE LEASE
LEGAL DESCRIPTION

(behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION
NEW LEASE AREA

NEW LEASE AREA FOR KJ AVIATION LLC, THAT CERTAIN PORTION OF LAND LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ALSO BEING A PORTION OF LOTS 5 AND 6 OF COACHELLA LAND & WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 53 OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND HIGGINS DRIVE;

THENCE S89°49'49"E ALONG THE NORTH LINE OF SAID SECTION 21, SAID LINE ALSO BEING THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 614.06 FEET TO THE NORTHWEST CORNER OF THE EASTERLY HALF OF LOT 4 OF SAID COACHELLA LAND & WATER COMPANY;

THENCE S00°01'08"E, A DISTANCE OF 1317.81 FEET ALONG THE WESTERLY LINE OF SAID EASTERLY HALF TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LIGHTING STREET, A LINE LYING PARALLEL AND 33.00 FEET NORTH OF THE CENTERLINE OF SAID LIGHTING STREET.

THENCE N89°57'04"E, A DISTANCE OF 349.72 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INVADER AVENUE, A LINE LYING PARALLEL AND 33.00 FEET EAST OF THE CENTERLINE OF SAID INVADER AVENUE;

THENCE S00°01'20"W, A DISTANCE OF 75.00 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING OF THE NEW LEASE AREA;

THENCE S89°58'07"E, A DISTANCE OF 347.00 FEET;

THENCE S00°01'20"W, A DISTANCE 86.03 FEET;

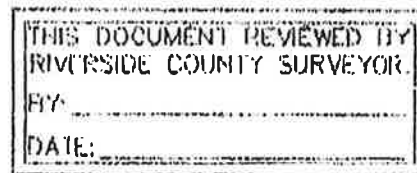
THENCE S89°58'40"E, A DISTANCE OF 157.00 FEET;

THENCE S00°01'20"W, A DISTANCE 144.00 FEET;

THENCE N89°58'40"W, A DISTANCE OF 504.00 FEET TO SAID EASTERLY LINE;

THENCE N00°01'20"E, A DISTANCE OF 430.09 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING OF THE NEW LEASE AREA.

THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 4.67 ACRES, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT "B" WHICH IS MADE A PART HEREOF BY THIS REFERENCE.



LEGAL DESCRIPTION
NEW LEASE AREA

Note: This legal description and accompanying plat are prepared for modification of a lease agreement for industrial / commercial uses (aircraft hangar) pursuant to the exemption granted under Section 66412.1 of the Subdivision Map Act. This legal description and accompanying plat are not to be used for any other purpose.

PREPARED UNDER THE SUPERVISION OF:

Lydia R. Shinohara

LYDIA R. SHINOHARA, RCE NO. 32182
MY LICENSE EXPIRES 12/31/2014



02/11/2014
DATE

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: _____
DATE: _____

CP#2

**EXHIBIT "A"
LEGAL DESCRIPTION
NEW LEASE AREA**

NEW LEASE AREA FOR KJ AVIATION LLC, THAT CERTAIN PORTION OF LAND LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ALSO BEING A PORTION OF LOTS 5 AND 6 OF COACHELLA LAND & WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 53 OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND HIGGINS DRIVE;

THENCE S89°49'49"E ALONG THE NORTH LINE OF SAID SECTION 21, SAID LINE ALSO BEING THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 614.06 FEET TO THE NORTHWEST CORNER OF THE ~~SECTION~~ ^{THE} EASTERLY HALF OF LOT 4 OF SAID COACHELLA LAND & WATER COMPANY;

THENCE S00°01'08"E, A DISTANCE OF 1317.81 FEET ALONG SAID ~~WESTERLY~~ ^{THE} WESTERLY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LIGHTING STREET, A LINE LYING PARALLEL AND 33.00 FEET NORTH OF THE CENTERLINE OF SAID LIGHTING STREET,

THENCE N89°57'04"E, A DISTANCE OF 349.72 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INVADER AVENUE, A LINE LYING PARALLEL AND 33.00 FEET EAST OF THE CENTERLINE OF SAID INVADER AVENUE;

THENCE S00°01'20"W, A DISTANCE OF 75.00 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING OF THE NEW LEASE AREA;

THENCE S89°58'07"E, A DISTANCE OF 347.00 FEET;

THENCE S00°01'20"W, A DISTANCE 86.03 FEET;

THENCE S89°58'40"E, A DISTANCE OF 157.00 FEET;

THENCE S00°01'20"W, A DISTANCE 344.00 FEET;

THENCE N89°58'40"W, A DISTANCE OF 504.00 FEET TO SAID EASTERLY LINE;

THENCE N00°01'20"E, A DISTANCE OF 430.09 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING OF THE NEW LEASE AREA.

THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 4.67 ACRES, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT "B" WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY _____
DATE _____



CP#2

EXHIBIT "A"
LEGAL DESCRIPTION
NEW LEASE AREA

Note: This legal description and accompanying plat are prepared for modification of a lease agreement for industrial / commercial uses (aircraft hangar) pursuant to the exemption granted under Section 66412.1 of the Subdivision Map Act. This legal description and accompanying plat are not to be used for any other purpose.

PREPARED UNDER THE SUPERVISION OF:

Lydia R. Shinohara

LYDIA R. SHINOHARA, RCE NO. 32182
MY LICENSE EXPIRES 12/31/2014



12/23/2011
DATE

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: _____
DATE: _____



Transmittal



COUNTY OF RIVERSIDE
 ECONOMIC DEVELOPMENT AGENCY
 3403 10th Street, Suite 400
 Riverside, CA 92501
 (951) 955-8916

Date: May 10, 2016

To: Executive Office
 Clerk of the Board
 Attn: Rohini Dasika
 Kecia Harper-Ihem

RCED MAY10'16 PM 4:12

From: Lynda Trumbauer

Re: Jacqueline Cochran Regional Airport – Second Amendment to Fixed Base Operation Ground Lease Agreement – KJ Aviation, LLC

Project Manager: Janet Valentin, 59722

13241

Quantity	Dated	Description	Pages
1	05/05/16	Form 11	3
1		Second Amendment to JCRA Limited Fixed Base Operation Ground Lease Agreement	8ea
<p>PROJECTED BOARD DATE: (05/17/16) Public Hearing Item: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>			

Remarks:
 For the (05/17/16) Board Agenda. Please contact me, should you have any questions.
 Thank you.

Date Stamp:

Submitted by: Lynda Trumbauer
 Phone: (951) 955-4885
 Main Office: (951) 955-6662
 Email: LTrumbauer@rivcoeda.org