

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE 3/12/15  
Departmental Concurrence

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

234



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
February 26, 2015

**SUBJECT:** Consent to Assignment of Lease and Bill of Sale Between Richard Weiner and Paul Feather; French Valley Airport; Project is CEQA Exempt; District 3, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and Section 15061(b)(3);
2. Approve and consent to the assignment of Richard Weiner's (Weiner) interest as "lessee" under that certain Lease (Port-A-Port T-Hangar for Aircraft Storage) dated December 18, 1990, between the County of Riverside as "lessor" and Weiner (successor in interest to Raymond Polizzi) as "lessee," as amended by that certain First Amendment to Lease French Valley Airport dated September 14, 2004, to Paul Feather, relating to the lease of approximately 1,092 square feet of improved land at French Valley Airport, Murrieta, CA (Assignment), as set forth in the attached Assignment;

(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**

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 10, 2015  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.: 3.49 of 12/18/90; 3.11 of 5/18/04;  
3.18 of 9/14/04

District: 3

Agenda Number:

3-10

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

Economic Development Agency

**FORM 11:** Consent to Assignment of Lease and Bill of Sale Between Richard Weiner and Paul Feather;  
French Valley Airport; Project is CEQA Exempt; District 3, [\$0]

**DATE:** February 26, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve and consent to the sale of the aircraft storage hangar known as Port-A-Port No. 9, located on the leased premises within French Valley Airport, as more specifically set forth in the attached Aircraft Hangar Bill of Sale between Richard Weiner (as seller) and Paul feather (as buyer) (Bill of Sale);
4. Authorize the Chairman of the Board of Supervisors to sign the attached Consent to Assignment and Consent to Bill of Sale; and
5. Authorize the Assistant County Executive Officer/EDA, or designee, to execute any additional documents necessary to implement the Assignment and Bill of Sale, subject to approval by County Counsel.

**BACKGROUND:**

**Summary**

The County of Riverside (County) received a request from Richard Weiner (Weiner) to consent to the assignment of Weiner's interest in that certain Lease (Port-A-Port T-Hangar for Aircraft Storage) dated December 18, 1990 by and between County of Riverside (as lessor) and Weiner (successor in interest to Raymond Polizzi) (as lessee), as amended by that certain First Amendment to Lease French Valley Airport dated September 14, 2004 (collectively, Lease). The Lease relates to the lease of approximately 1,092 square feet of improved land at French Valley Airport in Murrieta, California as more particularly depicted in Exhibit A to the attached Lease (Leased Premises). Pursuant to Section 21 of the Lease, lessee cannot assign any of its rights, duties or obligations under the Lease without the written consent of the County. The original lessees under the Lease were Harold Strain and Donna Strain. A list of all prior assignments of the Strain's interest as "lessee" under the Lease is attached hereto.

In connection with the assignment of Weiner's interest under the Lease, Weiner (assignor therein) and Paul Feather (assignee therein) executed that certain Assignment on January 26, 2015 (Assignment), the effectiveness of which is subject to the prior consent and approval by the County. A copy of the Assignment is attached hereto. Paul Feather has also acquired from Weiner an aircraft storage hangar known as Port-A-Port No. 9 located on the Leased Premises, the sale of which is memorialized by a Bill of Sale dated September 27, 2014 attached hereto. Paul Feather will not change the existing use of the leased premises. The Assignment and Bill of Sale will not impact or modify the terms of the Lease.

Pursuant to the California Environmental Quality Act (CEQA), the Assignment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities and State CEQA Guidelines 15061(b) (3), General Rule or "Common Sense" Exemption. The proposed project, the Assignment of lessee's interest under an existing Lease, is the assignment of an interest relating to the letting of property involving existing facilities and no expansion of an existing use will occur. In addition, there is no possibility that the proposed project will have a significant effect on the environment. County Aviation Division staff recommend that the Board of Supervisors approve the proposed Consent to Assignment and proposed Consent to Bill of Sale attached hereto as Attachments A and C respectively. County Counsel has reviewed and approved the Consent to Assignment and the Consent to Bill of Sale as to legal form.

**Impact on Citizens and Businesses**

(Commences on Page 3)

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

Economic Development Agency

**FORM 11:** Consent to Assignment of Lease and Bill of Sale Between Richard Weiner and Paul Feather;  
French Valley Airport; Project is CEQA Exempt; District 3, [\$0]

**DATE:** February 26, 2015

**PAGE:** 3 of 3

**Impact on Citizens and Businesses**

The Assignment of Lease and Bill of Sale will assist in the County's effort to increase airport operations which will in turn provide increased patron activities for local businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

- Attachment A – Consent to Assignment of Lease
- Attachment B – Assignment
- Attachment C – Consent to Bill of Sale
- Attachment D – Bill of Sale
- Attachment E – Lease (including First Amendment)
- Attachment F – List of Prior Assignments of Lessee Interests

**ATTACHMENT A**

**CONSENT TO ASSIGNMENT**

MAR 10 2015 3-10

## CONSENT TO ASSIGNMENT

(Richard Weiner, Port-A-Port No. 9)

The County of Riverside, a political subdivision of the state of California ("County") hereby consents to the assignment of Richard Weiner's interest as "lessee" in that certain Lease (defined below) to Paul Feather as set forth in the Assignment, dated January 26, 2015, attached hereto as Attachment "A" and incorporated herein by this reference ("Assignment"). Pursuant to the Assignment, Richard Weiner, an individual, ("Assignor") transferred and assigned to Paul Feather, an individual, ("Assignee") all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Lease (Port-a-Port T-Hangar for Aircraft Storage) dated December 18, 1990, between the County as "lessor" and Richard Weiner, an individual, as successor in interest to Raymond Polizzi under the Lease, as lessee, as amended by that certain First Amendment to Lease French Valley Airport dated September 14, 2004 (collectively the "Lease"). The Lease pertains to that certain 1,092 square feet of land located at French Valley Airport in Murrieta, California, including Port-A-Port No. 9 located thereon, as more particularly depicted in Exhibit "A" to the Lease.

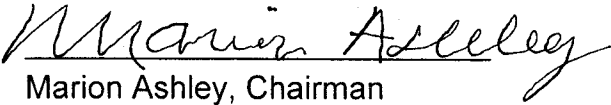
In reliance upon the assumption by Assignee of all Rights and Obligations under the Lease as set forth in the attached Assignment, the County does hereby consent to the assignment of the Rights and Obligations by Assignor to Assignee and Assignee's assumption thereof. Consent hereof by the County shall not be construed to relieve or release Assignor from its duty to comply with any obligations under the Lease.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the County of Riverside has executed this Consent to Assignment as of the date set forth below.

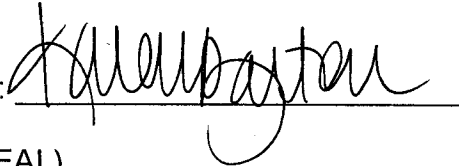
**COUNTY OF RIVERSIDE**, a political  
Subdivision of the State of California




Marion Ashley, Chairman  
Board of Supervisors

Date: MAR 10 2015

**ATTEST:**  
KECIA IHEM-HARPER  
Clerk of the Board

By:   
(SEAL)

**APPROVED AS TO FORM:**  
Gregory P. Priamos  
County Counsel

  
Jhalla R. Brown  
Deputy County Counsel

# **ATTACHMENT B**

## **ASSIGNMENT**

## ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Richard Weiner, an individual, ("Assignor") transferred and assigned to Paul Feather, an individual, ("Assignee") all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Lease (Port-a-Port T-Hangar for Aircraft Storage) dated December 18, 1990, between the County as "lessor" and Richard Weiner, an individual, as successor in interest to Raymond Polizzi under the Lease, as lessee, as amended by that certain First Amendment to Lease French Valley Airport dated September 14, 2004 (collectively the "Lease"). The Lease pertains to that certain 1,092 square feet of land located at French Valley Airport in Murrieta, California, including Port-A-Port No. 9 located thereon, as more particularly depicted in Exhibit "A" to the Lease.

Dated: 1/26/15

By: 

Richard Weiner

## ACCEPTANCE AND AGREEMENT

The undersigned, Paul Feather, an individual, 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 said 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 Lessee thereunder.

Dated: 1-26-15

By: 

Paul Feather



**ATTACHMENT C**

**CONSENT TO BILL OF SALE**

## CONSENT TO BILL OF SALE

The County of Riverside, a political subdivision of the State of California (County) hereby consents to the Aircraft Hangar Bill of Sale dated September 27, 2014 (Bill of Sale) by and between Richard Weiner, an individual (as seller) and Paul Feather, an individual (as buyer) relating to the sale of the aircraft storage hangar known as Port-A-Port No. 9, located at French Valley Airport, Murrieta, California. A copy of 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 Paul Feather or to any third party to review, inspect, supervise, pass judgment upon or inform Paul Feather or any third party of any matter in connection with subject aircraft storage hangar, whether regarding the quality or adequacy or suitability of the subject aircraft storage hangar for Paul Feather's proposed use or otherwise. Paul Feather 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 Paul Feather's intended use.

IN WITNESS WHEREOF, the County has caused its duly authorized representative to execute this Consent to Bill of Sale as of the date set forth below.

Date: MAR 10 2015

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

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors

ATTEST:  
KECIA IHEM-HARPER  
Clerk of the Board

By: Kecia Ihem-Harper  
Deputy  
(SEAL)

APPROVED AS TO FORM  
GREGORY P. PRIAMOS, County Counsel

By: Jhaila R. Brown  
Jhaila R. Brown  
Deputy County Counsel

Paul Feather, an individual, hereby acknowledges and consents to all of the terms set forth in this Consent to Bill of Sale.

By:   
Paul Feather

Dated: 1-26-15

S:\EDCOM\AIRPORTS\FRENCH VALLEY\Port A Ports\Assignments of PAPs\PAP 9\Consent to Bill of Sale - PP9 Weiner to Feather  
12.8.14.doc

**ATTACHMENT D**

**BILL OF SALE**

**AIRCRAFT HANGAR**  
**BILL OF SALE**

This sale agreement is made by and between (Seller) RICHARD WEINER of TEMECULA, CA, and (Buyer) PAUL FEATHER of TEMECULA, CA.

With the signing of this sale agreement and the Buyer transferring the total purchase price of \$ 45000.00 to the Seller, the Seller hereby sells and forever transfers the ownership of the aircraft hangar described below, to the Buyer.

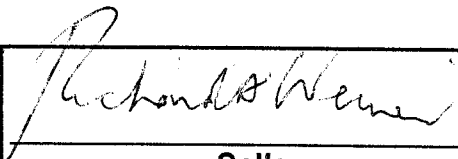
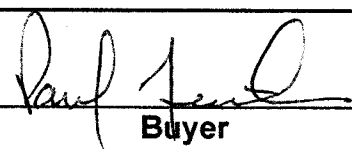
Description of the aircraft hangar being sold:

Make: PORT A PORT Model: EXEC 1 Serial #: 4373  
Airport location name: FRENCH VALLEY F70 Site # 9

Seller represents and warrants that it has full and good title to the described aircraft hangar, full authority to sell and transfer the same, and that the aircraft hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the aircraft hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:

 <b>Seller</b> <u>RICHARD A. WEINER</u> (seller's name printed) <u>9/27/14</u> date signed	 <b>Buyer</b> <u>PAUL FEATHER</u> (buyer's name printed) <u>9-27-14</u> date signed
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# **ATTACHMENT E**

## **LEASE**

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

PAP # 9  
924



FROM: Economic Development Agency

SUBMITTAL DATE:

July 23, 2004

SUBJECT: First Amendment to Lease between the County of Riverside and various Port-A-Port Owners at French Valley Airport, Third District

RECOMMENDED MOTION: That the Board of Supervisors: 1) Approve the First Amendments to Lease, and 2) Authorize the Chairman to execute the First Amendment to Lease for the following Leases at French Valley: (CONTINUED ON PAGE 2)

BACKGROUND: The Economic Development Agency has received First Amendments to Lease from Donald Besancon, William D. Blair, Thomas J. Bruther, Frank Davis, Jan DeJulio, Lowell W. Dexter, Joe Diorio, Harry Freter, Kathleen Hamilton, Douglas Jardine, Richard Kimball, Al Mackie, MDS Alarms and Aerotrack, Inc., PCH Ruby, Inc., Remy Madiaraga, Eion McDowell, James L. Neeley, Bart Phillips, Verne Poole and Kristine Poole, Phil Roy, Kenneth Rauton, **Richard Weiner**, Kathleen Wirtz.

The First Amendment to Lease extends the term of the Lease from December 31, 2010 to December 31, 2020, provides an option to extend the term for an additional ten years, imposes requirements for providing aircraft identification numbers, provides for the payment of a 10% penalty for delinquent rent, provides for adjusting rent by appraisal in the year 2010 and brings insurance requirements in compliance with current County standards. The Economic Development Agency's Aviation Division Staff recommends approval of the First Amendments to Lease. County Counsel has approved the documents as to form.

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Ports\PAP 1st AMD F11 jul 2304.doc

*Bradley J. Hudson*  
Bradley J. Hudson  
Assistant County Executive Officer/EDA

FINANCIAL  
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	NA

SOURCE OF FUNDS: NA

Positions To Be  
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

FORM APPROVED  
COUNTY COUNSEL

County Executive Office Signature

*Branda King*

AUG 18 2004

*Gordon V. Ubo*

Dep't Recomm: ☐ Policy  
Per Exec. Ofc.: ☒ Policy  
☐ Consent  
☐ Consent

Prev. Agn. Ref.: Dec 18, 1990 3.49

District: 3rd

Agenda Number:

3.18

(RECOMMENDED MOTION: CONTINUED)

(NOTE: The following leases were approved by the Riverside County Board of Supervisors on December 18, 1990.)

- 1) First Amendment to Lease between the County of Riverside and Plant Equipment, Incorporated, for 826 square feet of improved land at French Valley Airport commonly known as Space #01, Lessee Remy Madiaraga successor in interest to Plant Equipment, Incorporated.
- 2) First Amendment to Lease between the County of Riverside and John Gallagher for 826 square feet of improved land at French Valley Airport commonly known as Space #2, Lessee Richard Kimball successor in interest to John Gallagher.
- 3) First Amendment to Lease between the County of Riverside and Chuck Minert for 826 square feet of improved land at French Valley Airport commonly known as Space #03, Lessee MDS Alarms, a Sole Proprietorship and Aerotrack, Inc., a California corporation, successors in interest to Chuck Minert.
- 4) First Amendment to Lease between the County of Riverside and James L. Neeley for 1,092 square feet of land at French Valley Airport, County of Riverside, State of California and commonly known as space #4.
- 5) First Amendment to Lease between the County of Riverside and George Hugh Savord or Melanie J. Savord for 1,092 square feet of improved land at French Valley Airport commonly known as Space #05, Bart Phillips successor in interest to George Hugh Savord or Melanie J. Savord.
6. First Amendment to Lease between the County of Riverside and Gordon Hood approved for 1,092 square feet of improved land at French Valley Airport commonly known as Space #06, Richard Kimball successor in interest to Gordon Hood.
7. First Amendment to Lease between the County of Riverside and Ralph Daily for 1,092 square feet of improved land at French Valley Airport commonly known as Space #07, Joe Diorio successor in interest to Ralph Daily.
8. First Amendment to Lease between the County of Riverside and Reising Enterprises, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport commonly known as Space #8, Thomas J. Bruther successor in interest to Reising Enterprises, Inc.
9. First Amendment to Lease between the County of Riverside and Raymond Polizzi, for 1,092 square feet of improved land at French Valley Airport commonly known as Space #09, Richard Weiner successor in interest to Raymond Polizzi.
10. First Amendment to Lease between the County of Riverside and Al Harriman for 1,092 square feet of improved land at French Valley Airport commonly known as Space #10, Donald Besancon successor in interest to Al Harriman.
11. First Amendment to Lease between the County of Riverside and P.C.H. Ruby, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport, commonly known as space #11.
12. First Amendment to Lease between the County of Riverside and James L. Neeley, for 1,092 square feet of land, commonly known as space #12.
13. First Amendment to Lease between the County of Riverside and P.C.H. Ruby, Inc., a California corporation, for 1,092 square feet of improved land at French Valley Airport, commonly known as space #13,



First Amendment to Lease

County of Riverside and Various Port-A-Port Owners at French Valley Airport

Page 3 of 4

July 23, 2004

14. First Amendment to Lease between the County of Riverside and Del Sol Corporation for 1,092 square feet of improved land at French Valley Airport commonly known as Space # 14, Al Mackie successor in interest to Del Sol Corporation.
15. First Amendment to Lease between the County of Riverside and Frank Davis for 1,092 square feet of land at French Valley Airport commonly known as space # 15.
16. First Amendment to Lease between the County of Riverside and John Merry and Catherine Merry for 1,092 square feet of improved land at French Valley Airport commonly known as Space # 16, Kenneth Rauton successor in interest to John Merry and Catherine Merry.
17. First Amendment to Lease between the County of Riverside and Chuck Minert for 1,092 square feet of improved land at French Valley Airport commonly known as Space #17, Joe Diorio successor in interest to Chuck Minert.
18. First Amendment to Lease between the County of Riverside and William R. Hasvold for 1,092 square feet of improved land at French Valley Airport commonly known as Space #18, Jan De Julio successor in interest to William R. Hasvold.
19. First Amendment to Lease between the County of Riverside and Donald Chaption for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #19, Verne Poole and Kristine Poole successors in interest to Donald Chaption.
20. First Amendment to Lease between the County of Riverside and Lowell W. Dexter for 1,092 square feet of land at French Valley Airport, commonly known as space #20.
21. First Amendment to Lease between the County of Riverside and Lowell W. Dexter for 1,092 square feet of land at French Valley Airport, commonly known as space #21
22. First Amendment to Lease between the County of Riverside and Douglas Kulberg for 1,089 square feet of improved land at French Valley Airport, commonly known as Space #22, P.C.H. Ruby, Inc. successor in interest to Douglas Kulberg.
23. First Amendment to Lease between the County of Riverside and Douglas Kulberg for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #23, Al Mackie successor in interest to Douglas Kulberg.
24. First Amendment to Lease between the County of Riverside and Harold Wertz for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #24, Kathleen Wertz successor in interest to Harold Wertz.
25. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #25.
26. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #26.
27. First Amendment to Lease between the County of Riverside and Kelly O'Neil for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #27, Kathleen Hamilton successor in interest to Kelly O'Neil.

28 First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #28.

29. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #29.

30. First Amendment to Lease between the County of Riverside and Harry Freter for 1,092 square feet of land at French Valley Airport, commonly known as Space #30.

31. First Amendment to Lease between the County of Riverside and Harry Fretter for 1,549 square feet of improved land at French Valley Airport, commonly known as Space # 31, Douglas Jardine successor in interest to Harry Fretter.

32. First Amendment to Lease between the County of Riverside and Harry Fretter for 1,544 square feet of improved land at French Valley Airport commonly known as Space # 32, Jan De Julio successor in interest to Harry Fretter.

33. First Amendment to Lease between the County of Riverside and Bill Durenberger for 1,439 square feet of improved land at French Valley Airport, commonly known as Space # 33, Richard Kimball successor in interest to Bill Durenberger.

34. First Amendment to Lease between the County of Riverside and Plant Equipment, Incorporated for 2,060 square feet of improved land at French Valley Airport, commonly known as Space # 34, Phil Roy successor in interest to Plant Equipment, Incorporated.

35. First Amendment to Lease between the County of Riverside and William D. Blair for 826 square feet of land at French Valley Airport, commonly known as Space #35.

36. First Amendment to Lease between the County of Riverside and Eion McDowell for 1,092 square feet of land at French Valley Airport, commonly known as Space #36.

FIRST AMENDMENT TO LEASE  
FRENCH VALLEY AIRPORT

The County of Riverside, herein called County, and Raymond Polizzi entered into a Lease which was approved by the Riverside County Board of Supervisors on December 18, 1990, attached hereto as Exhibit A, for 1,092 square feet of improved land at French Valley Airport commonly known as **Space # 09**.

County and **Richard Weiner** (successor in interest to Raymond Polizzi), herein called Lessee, hereby agree to amend the Lease between the parties as follows:

1. Page 1, paragraph 2 add the following after the last sentence:

No other use will be permitted without first obtaining written permission from County. The aircraft to be stored in the Premises is described as follows:

Model: BEECH 95

Identification Number: N 203 D

Should the aircraft stored in the hangar be replaced with another aircraft owned by Lessee or with a Sublessee's aircraft, Lessee agrees to notify County within ten (10) days and supply County with the Make, Model and Identification number of the replacement aircraft. In addition, Lessee shall provide, or shall cause Sublessee to provide, all required Certificates of Insurance, endorsements and any other documentation required herein with respect to the replacement aircraft being stored in the hangar.

2. Page 1, paragraph 3. Term, subparagraph (a) line 14, the termination date shall be changed to December 31, 2020.

3. Page 1, paragraph 3. Term, after subparagraph (b) add the following subparagraph (c):

(c) Lessee shall have the option to extend the term of this Lease for an additional period of ten (10) years on the same terms and conditions, except that the basic monthly rent on July 1, 2030 shall be adjusted in the same manner as

provided for in paragraph 6 below (except that the 25% limit on the increase in fair market value rent in the initial term of the Lease shall not apply to the option period) commencing at the end of the initial term, provided that Lessee, at the time of exercising the option, is in full compliance with the terms of this Lease. Lessee shall notify County in writing of its intention to exercise the option to extend the term of the Lease not more than six (6) months, or less than three (3) months, from the expiration date of the initial term. Should Lessee fail to remain in compliance with the terms and conditions of this Lease during the period after exercising the option and prior to the end of the initial term, the option to extend will become void.

4. Page 1 paragraph 4. Basic Rent, subparagraph (a), line 20, the amount of rent, shall be changed to read one hundred one and <sup>82/100</sup> dollars (\$101.82) per month, which is the current basic monthly rent being paid by Lessee.

5. Page 1, paragraph 4. Basic Rent, subparagraph (b) shall be deleted and the following subparagraph (b) substituted:

(b) The basic monthly rent is due and payable on or before the first day of the appropriate month during the term of this Lease agreement and shall be considered delinquent, if not paid by the 15<sup>th</sup> of the month. If the monthly rent becomes delinquent, Lessee will be charged a late fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that rent is delinquent.

6. Page 1, paragraph 5. Basic Rental Adjustment shall be deleted in its entirety and in its place the following shall be inserted:

5. Basic Rental Adjustment

(a) Beginning July 1, 2004 and on every July 1<sup>st</sup> thereafter during the term of this Lease and any extension thereof, except for the year 2010 as provided for in 5 (b) below, the basic monthly rent specified in paragraph 4 shall be increased by the same percentage as the increase in the Consumer

1 Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County  
2 Area, All Items, for the twelve (12) month period ending three (3) months prior  
3 to July 1, 2004. Nothing herein shall be deemed to provide for any reduction  
4 in the amount of the basic monthly rent from the previous year.

5 (b) On July 1, 2010, the basic monthly rent shall be one-twelfth (1/12)  
6 of eight percent (8%) of the appraised fair market value of the premises  
7 leased, exclusive of improvements. A property appraisal for this purpose is to  
8 be performed by an independent certified appraiser, procured by County,  
9 knowledgeable in aviation appraising and in good standing with the American  
10 Institute of Real Estate Appraisers. Once established, said rent shall be  
11 adjusted annually in the manner set forth in Paragraph 5(a) above. Nothing  
12 herein shall be deemed to provide for any reduction in, or for an increase  
13 greater than 25%, of the basic monthly rent of the previous year.

14 7. Page 2, paragraph 6 Improvements. Add subparagraph (c) as follows:

15 (c) Relocating the Hangar: Lessee shall advise County in writing prior to  
16 any relocation of the hangar. Lessee agrees that no relocation shall occur  
17 unless the County agrees, in writing, to the method, scheduling and route of  
18 hangar movement prior to move. Such Agreement by the County to Lessee  
19 relocating the hangar will not be unreasonable withheld. If Lessee is to use an  
20 outside relocation service, such service must meet the County's insurance  
21 requirements and provide evidence of their insurance prior to coming onto the  
22 airport premises.

23 8. Page 3, paragraph 8 Ingress and Egress. Add the following sentence:

24 Lessee shall comply with all Airport security policies and procedures when  
25 entering or leaving the Airport premises.

26 9. Page 4, paragraph 15. Termination By Lessee, delete this paragraph in its  
27 entirety.

28 10. Page 5, paragraph 18. Insurance shall be deleted and replaced by the following:

1 18. Insurance. Lessee shall procure and maintain or cause to be  
2 maintained, at its sole cost and expense, the following insurance coverages  
3 during the term of this Lease. The procurement and maintenance of insurance  
4 required below will not diminish or limit Lessee's obligation to indemnify or hold  
5 the County harmless.

6 (a) Workers' Compensation: If Lessee has employees as defined  
7 by the State of California, Lessee shall maintain Workers' Compensation  
8 Insurance (Coverage A) as prescribed by the laws of the State of California.  
9 Policy shall include Employers' Liability (Coverage B) including Occupational  
10 Disease with limits not less than \$1,000,000 per person per accident. Policy  
11 shall be endorsed to waive subrogation in favor of the County of Riverside.  
12 Lessee shall require Sublessees to meet this insurance requirement and  
13 provide County with evidence of coverage and required endorsements.  
14 Sublessee shall provide an endorsement to waive subrogation in favor of the  
15 Lessee and the County of Riverside.

16 If Lessee or Sublessees do not have employees, they will provide  
17 County with a written statement to that effect.

18 (b) Airport General Liability: If Lessee does not have Premises  
19 Liability included within their Aircraft Liability coverage, or, Lessee does not  
20 have Premises Liability coverage under the Port A Port Owners Association's  
21 insurance program, then Lessee shall maintain Airport General Liability  
22 insurance coverage, including but not limited to, premises liability, and  
23 contractual liability, covering claims or occurrences which may arise from or out  
24 of Lessee's performance of its obligations hereunder. Policy shall name all  
25 Agencies, Districts, Special Districts, and Departments of the County of  
26 Riverside, its respective directors, officers, Board of Supervisors, employees,  
27 elected or appointed officials, agents or representatives as Additional Insureds.  
28

1 Policy's limit of liability shall not be less than \$1,000,000 per occurrence and in  
2 the aggregate if applicable.

3 If Lessee subleases one or more hangars, Lessee shall either:

4 (1) Require each Sublessee to maintain Airport General Liability  
5 or the Port A Port Owners Association's insurance program or maintain Aircraft  
6 Liability Insurance covering premises liability insurance. Such coverage shall  
7 name the Lessee and all Agencies, Districts, Special Districts, and  
8 Departments of the County of Riverside, its respective directors, officers, Board  
9 of Supervisors, employees, elected or appointed officials, agents or  
10 representatives as Additional Insureds. Lessee shall provide County with  
11 evidence of coverage and all required endorsements for each tenant; or,

12 (2) Acquire Airport General Liability Insurance that includes  
13 coverage for Contingent Liability and provide County with evidence of coverage  
14 and all required endorsements.

15 (c) Vehicle Liability: If Lessee's vehicles or mobile equipment enter the  
16 operating area of the French Valley Airport, then Lessee shall maintain liability  
17 insurance for all owned, non-owned or hired vehicles used in an amount not less  
18 than \$1,000,000 per occurrence combined single limit. Policy shall name all  
19 Agencies, Districts, Special Districts, and Departments of the County of  
20 Riverside, its respective directors, officers, Board of Supervisors, employees,  
21 elected or appointed officials, agents or representatives as Additional Insureds.

22 If Lessee subleases hangars, Lessee shall require its Sublessees to  
23 provide Vehicle Liability Insurance, as specified above, and provide County with  
24 evidence of coverage and all required endorsements. Sublessees shall name  
25 Lessee and County as additional insureds in accordance to the requirements  
26 contained herein.

27 (d) Aircraft Liability Insurance. Lessee shall provide Aircraft  
28 Liability insurance for all owned and non-owned aircraft operated by the Lessee

1 in an amount not less than \$1,000,000.00 combined single limit per occurrence  
2 for bodily injury, including death, and property damage and coverage shall  
3 include, but is not limited to, premises liability. The policy will be endorsed to  
4 include all Agencies, Districts, Special Districts, and Departments of the County  
5 of Riverside, their respective directors, officers, Board of Supervisors,  
6 employees, elected or appointed officials, agents or representative as  
7 Additional Insureds. If Lessee maintains premises liability coverage under a  
8 separate policy, which provides coverage for exposures arising from this Lease,  
9 Lessee is not required to maintain premises liability within the Aircraft Liability  
10 coverage.

11 Lessee shall require Sublessees to meet this insurance  
12 requirement and provide County with evidence of coverage and required  
13 endorsements.

14 (e) General Insurance Provisions – All lines:

15 (1) Any insurance carrier providing insurance coverage  
16 hereunder shall be admitted to the State of California and have an AM BEST  
17 rating of not less than A: VIII (A:8), unless such requirements are waived in  
18 writing by the County Risk Manager. If the County's Risk Manager waives a  
19 requirement for a particular insurer, such waiver is only valid for that specific  
20 insurer and only for one policy term.

21 (2) The Lessee's insurance carrier(s) must declare its  
22 insurance deductibles or self-insured retentions. If such deductibles or self-  
23 insured retentions exceed \$50,000 per occurrence such deductibles and/or  
24 retentions shall have the prior written consent of the County Risk Manager  
25 before the commencement of operations under this Agreement. Upon  
26 notification of deductibles or self insured retention's unacceptable to the County,  
27 and at the election of the County's Risk Manager, Lessee's carriers shall either;  
28 1) reduce or eliminate such deductibles or self-insured retention's as respects



1 this Agreement with the County, or 2) procure a bond which guarantees  
2 payment of losses and related investigations, claims administration, and defense  
3 costs and expenses.

4 (3) Lessee shall cause its insurance carrier to furnish the  
5 County of Riverside with either 1) a properly executed original Certificate of  
6 Insurance and certified original copies of Endorsements effecting coverage as  
7 required herein, and 2) if requested to do so in writing by the County Risk  
8 Manager, provide original Certified copies of policies including all Endorsements  
9 and all attachments thereto, showing such insurance is in full force and effect.  
10 Further, said Certificate(s) and policies of insurance shall contain the covenant  
11 of the insurance carrier(s) that thirty (30) days written notice shall be given to the  
12 County of Riverside prior to any cancellation, expiration or reduction in coverage  
13 of such insurance. In the event of a, cancellation, expiration, or reduction in  
14 coverage, this Agreement shall terminate forthwith, unless the County of  
15 Riverside receives, prior to such effective date, another properly executed  
16 original Certificate of Insurance and original copies of endorsements or certified  
17 original policies, including all endorsements and attachments thereto evidencing  
18 coverage's set forth herein and the insurance required herein is in full force and  
19 effect.

20 Lessee shall not commence operations under this Lease until the County  
21 has been furnished original Certificate(s) of insurance and certified original  
22 copies of endorsements and, if requested, certified original policies of Insurance  
23 including all endorsements and any and all other attachments as required in this  
24 Section. An individual authorized by the insurance carrier to do so on its behalf  
25 shall sign the original endorsements for each policy and the Certificate of  
26 Insurance.

27 (4) It is understood and agreed to by the parties hereto and the  
28 insurance company(s), that the Certificate(s) of Insurance and policies shall so

1 covenant and shall be construed as primary insurance, and the County's  
2 insurance and/or deductibles and/or self-insured retention's or self-insured  
3 programs shall not be construed as contributory.

4 (5) County's Reserved Rights – Insurance: County reserves  
5 the right to adjust the limits of insurance coverage as required in Paragraph 18  
6 herein every fifth year during the term of this Lease provided, however that any  
7 adjustment herein shall not increase the monetary limits of insurance for the  
8 preceding five (5) years in excess of fifty percent (50%). The foregoing  
9 notwithstanding any adjustments to the monetary limits in the year 2005 will not  
10 exceed twenty five percent (25%). Lessee shall notify County and County shall  
11 notify Lessee of any claim made by a third party or any incident or event that  
12 may give rise to a claim arising from this Lease.

13 11. Page 6, paragraph 20. Hold Harmless, subparagraph (b), delete and replace with  
14 following:

15 (b) Lessee shall indemnify and hold harmless all Agencies, Districts,  
16 Special Districts and Departments of the County of Riverside, its respective  
17 directors, officers, Board of Supervisors, elected and appointed officials,  
18 employees, agents and representatives from any liability whatsoever based or  
19 asserted upon any services, or activities of Lessee, its officers, employees,  
20 subcontractors, agents or representatives, if any, arising out of or in any way  
21 relating to this Agreement, including but not limited to property damage, bodily  
22 injury, or death or any other element of any kind or nature whatsoever, or  
23 resulting from any reason whatsoever arising out of or from the performance of  
24 Lessee, its officers, agents, employees, subcontractors, sublessees, agents or  
25 representatives from this Agreement.

26 Lessee shall defend at its sole cost and expense, all costs and  
27 fees including but not limited to attorney fees, cost of investigation, defense and  
28 settlements or awards of all Agencies, Districts, Special Districts and

1 Departments of the County of Riverside - its directors, officers, Board of  
2 Supervisors, elected and appointed officials, employees agents and  
3 representatives in any claim or action based upon such alleged acts or  
4 omissions.

5 With respect to any action or claim, Lessee shall at its sole cost  
6 and expense have the right to use counsel of its own choice and shall have the  
7 right to adjust, settle, or compromise any such action or claim without the prior  
8 consent of County provided, however, that any such adjustment, settlement or  
9 compromise in no manner whatsoever limits or circumscribes Lessee's  
10 indemnification to County as set forth herein. Lessee's obligation hereunder  
11 shall be satisfied when Lessee has provided to County the appropriate form of  
12 dismissal relieving County from any liability for the action or claim involved.

13 The specified insurance limits required in this Agreement shall in  
14 no way limit or circumscribe Lessee's obligations to indemnify and hold  
15 harmless the County herein from third party claims.

16 (c) Aircraft Hull - Hold Harmless; Lessee hereby accepts  
17 responsibility for any physical loss or damage to owned or non-owned aircraft in  
18 Lessee's care, custody, or control while aircraft is upon or about the Airport  
19 premises; and, Lessee agrees to hold harmless the County for any loss or  
20 damage, regardless of the cause for such loss or damage, to owned or non-  
21 owned aircraft and to any associated aircraft property, including, but not limited  
22 to, aircraft, its contents, equipment and spare parts.

23 (d) Sublessee Requirements. If Lessee subleases hangars, Lessee  
24 shall pass down to each Sublessee the indemnification requirements contained  
25 herein requiring the Sublessee to indemnify both the Lessee and the County as  
26 required in paragraph 20 of the Lease as amended herein.

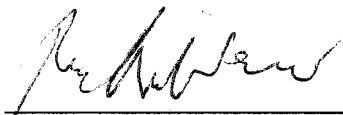
27 12. All other provisions of the Lease, not otherwise affected by this Amendment, shall  
28 remain the same.

13. Construction of Amendment: The parties hereto negotiated this First Amendment at arms length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against County solely because it prepared this First Amendment in its executed form.

Date: 6/14/04

LESSEE

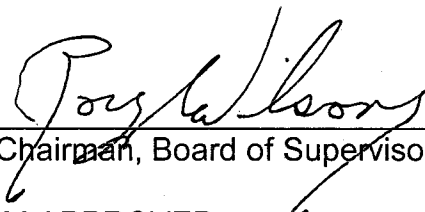
Richard Weiner

By: 

Date: SEP 14 2004

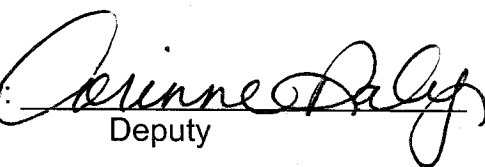
LESSOR

COUNTY OF RIVERSIDE

By:   
Chairman, Board of Supervisors

ATTEST:  
NANCY ROMERO, Clerk of the Board

FORM APPROVED  
WILLIAM C. KATZENSTEIN, County Counsel

By:   
Deputy

By: Gordon V. Ubo 8/17/04  
Deputy

(SEAL)

EXHIBIT A: Lease

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Certified  
Exec

1  
2  
3 LEASE  
4 (Port-a-Port T-Hangar for Aircraft Storage)

5 The COUNTY OF RIVERSIDE, herein called County, leases  
6 to Harold and Donna Strain, herein called Lessee,  
7 the property described below upon the following terms and  
8 conditions:

9 1. Description. The premises leased hereby are located  
10 within French Valley Airport, Murrieta, California and consist of  
11 approximately 1092 square feet of land identified as Space  
12 No. 9, as more particularly shown on Exhibit "A", attached  
13 hereto and by this reference made a part of this lease.

14 2. Use. The premises are leased hereby for the purpose  
15 of installing and maintaining a Port-a-Port T-Hangar therein for  
16 aircraft storage and aircraft supporting equipment in connection  
17 therein.

18 3. Term.

19 (a) The term of this lease shall be for a period  
20 commencing December 1, 1990, and terminating December 31,  
21 2010, subject to the provisions contained in Paragraphs 14 and 15  
22 herein.

23 (b) Any holding over by Lessee after the expiration  
24 of this lease shall be on a day-to-day basis strictly, and  
25 continuing tenancy rights shall not accrue to Lessee.

26 4. Basic Rent.

27 (a) Lessee shall pay to County the sum of  
28 \$ 74.00 per month as basic rent for the leased premises,  
payable, in advance, on the 1<sup>st</sup> day of the month.

(b) In the event Lessee fails, or refuses, to  
make his monthly rental payment in the amount and on the date  
as required in Paragraph 4(a) herein, Lessee shall pay to County  
an additional amount of \$ 10.00 as an administrative charge,  
which charge represents a minimal cost incurred by County by  
virtue of such failure or refusal.

5. Basic Rental Adjustment.

(a) The basic monthly rent shall be adjusted every  
year during the term of this lease in the following manner:

(1) Divide the Consumer Price Index for the  
month of January, 1991, into the Consumer Price Index

1 for the month of January immediately preceding the  
2 anniversary in which the basic monthly rent is to be  
adjusted.

3 (2) Multiply the quotient obtained in  
Paragraph 5 (a)(1) above by the basic monthly rent.

4 (3) The result of such multiplication obtained  
5 in Paragraph 5 (a)(2) above shall be the monthly rent for  
6 the succeeding year.

7 The Consumer Price Index referred to herein is the  
8 All Urban Consumers (U.S. City Average) published monthly by the  
9 U.S. Bureau of Labor Statistics. The Consumer Price Index for the  
10 month of January, 1991, is 403.1. If the Consumer Price  
Index is discontinued or revised during the term of this lease,  
such other government index or computation with which it is  
replaced shall be used in order to obtain substantially the same  
result as would be obtained if the index had not been discontinued.

11 In no event, however, shall the monthly rent be less  
12 than the basic monthly rent set forth in Paragraph 4 herein.

13 6. Improvements.

14 (a) Lessee shall have the right to place or install  
15 a Port-a-Port T-Hangar upon the leased premises. No other  
16 alterations, improvements or installations of fixtures of any  
17 kind whatsoever shall be undertaken by Lessee, unless Lessee has  
18 first obtained written approval therefor from County's Managing  
19 Director of its Economic Development Agency. Lessee understands  
and agree that such improvements, alterations and installations of  
fixtures may be subject to County Ordinance Nos. 348 and 457, as  
well as other applicable County Ordinances, and that Lessee shall  
fully comply with such ordinances prior to the commencement of any  
construction in connection therewith.

20 (b) All alterations and improvements made, and  
21 fixtures installed, by Lessee on or upon the leased premises in  
22 accordance with the provisions of Paragraph 6(a) herein shall  
23 remain the property of Lessee, provided however, that Lessee  
24 removes, at his expense, such alterations, improvements and  
25 fixtures at or prior to the expiration of this lease and restores  
26 the leased premises to their original shape and condition as  
27 nearly as practicable. In the event any such alterations,  
28 improvements and fixtures are not so removed, County may, at its  
election, either, (1) remove and store such alterations,  
improvements and fixtures and restore the premises for the account  
of Lessee, in such event Lessee shall, within 30 days after  
billing and accounting therefore, reimburse County for the costs  
so incurred or (2) take and hold such alterations, improvements  
and fixtures as its sole property for no further consideration of  
any kind, and Lessee shall execute any documents that may be  
required or necessitated conveying Lessee's interest in such  
alterations, improvements and fixtures to County.

1                   7.   Restrictions.

2                   (a) Lessee shall not use the leased premises or  
3 store any personal property therein or thereon, for the purpose of  
4 conducting any activity upon or within the French Valley Airport  
5 premises for which any form of remuneration is expected or  
6 received unless such activity is permitted under a separate  
7 agreement or lease between County and Lessee.

8                   (b) Lessee shall not fuel or defuel an aircraft  
9 inside or upon the leased premises or within 25 feet of any  
10 hangar. Lessee shall not store any highly volatile materials  
11 including, but not limited to, paint products and aviation fuels,  
12 within or outside of the leased premises; provided, however, that  
13 Lessee may store fuel in his aircraft's fuel tanks.

14                  8.   Ingress and Egress. Lessee shall be permitted  
15 ingress and egress to and from the leased premises through  
16 established gates and/or over such routes as are designated by  
17 County's Managing Director of its Economic Development Agency.

18                  9.   Utilities. County shall provide, or cause to be  
19 provided all water and electrical services as may be required in  
20 the use of the leased premises; provided, however that Lessee  
21 shall pay to County for all such electrical service, upon  
22 accounting and billing therefor by County to Lessee. Lessee shall  
23 provide and pay for all other utility services that it may require  
24 or desire in his use of the leased premises.

25                  10. Maintenance. Lessee shall maintain the leased  
26 premises in a neat, safe, orderly and attractive manner during the  
27 term of this lease. Lessee shall deposit all waste, rubbish and  
28 debris in receptacles provided by County in the vicinity of the  
29 Port-a-Port T-Hangars; provided, however, that crank case  
30 drainages and other liquids shall be removed from the airport  
31 premises.

32                  11. Inspection of Premises. County, through its duly  
33 authorized agents, shall have, at any time during normal business  
34 hours, the right to enter the leased premises for the purpose of  
35 inspecting, monitoring and evaluating the obligations of Lessee  
36 hereunder and for the purpose of doing any and all things which it  
37 is obligated and has a right to do under this lease.

38                  12. Quiet Enjoyment. Lessee shall have, hold and  
39 quietly enjoy the use of the leased premises so long as he  
40 shall fully and faithfully perform the terms and conditions  
41 that he is required to do under this lease.

42                  13. Compliance with Government Regulations. Lessee  
43 shall, at Lessee's sole cost and expense, comply with the  
44 requirements of all local, state and federal statutes,  
45 regulations, rules, ordinances and orders now in force or which  
46 may be hereafter in force, pertaining to the leased premises. The  
47 final judgment, decree or order of any Court of competent

1 jurisdiction, or the admission of Lessee in any action or  
2 proceedings against Lessee, whether Lessee be a party thereto or  
3 not, that Lessee has violated any such statutes, regulations,  
rules, ordinances, or orders, in the use of the leased premises,  
shall be conclusive of that fact as between County and Lessee.

4 14. Termination by County. County shall have the right  
5 to terminate this lease forthwith:

6 (a) In the event a petition is filed for voluntary  
7 or involuntary bankruptcy for the adjudication of Lessee as a  
debtor.

8 (b) In the event that Lessee makes a general  
9 assignment, or Lessee's interest hereunder is assigned  
involuntarily or by operation of law, for the benefit of creditors.

10 (c) In the event of abandonment of the leased  
premises by Lessee.

11 (d) In the event Lessee fails or refuses to  
12 perform, keep or observe any of Lessee's duties or obligations  
hereunder except his rental obligations; provided, however,  
13 that Lessee shall have fifteen (15) days in which to correct  
Lessee's breach or default after written notice thereof has been  
14 served on Lessee by County.

15 (e) In the event Lessee fails, or refuses, to  
16 meet his rental obligations, or any of them, hereunder or as  
otherwise provided by law.

17 15. Termination by Lessee.

18 (a) Lessee shall have the right to terminate this  
19 lease subject to thirty (30) days written notice thereof to County.

20 16. Eminent Domain. If any portion of the leased  
premises shall be taken by eminent domain and a portion thereof  
21 remains which is usable by Lessee for the purpose set forth in  
Paragraph 2 herein, this lease shall, as to the part taken,  
22 terminate as of the date title shall vest in the condemnor, or  
the date prejudgment possession is obtained through a court of  
23 competent jurisdiction, whichever is earlier, and the rent payable  
hereunder shall abate pro rata as to the part taken; provided,  
24 however, in such event County reserves the right to terminate this  
lease as of the date when title to the part taken vests in the  
25 condemnor or as of such date of prejudgment possession. If all of  
the leased premises are taken by eminent domain, or such part is  
26 taken so that the leased premises are rendered unusable for the  
purposes set forth in Paragraph 2 herein, this lease shall  
27 terminate. If a part or all of the leased premises be so taken,  
the compensation awarded upon such taking shall be paid to the  
28 parties hereto in accordance with the values attributable to their  
respective interests in such eminent domain proceedings.



1           17. Continuation of Lease After Abandonment. Even  
2 though Lessee has abandoned the leased premises, this lease shall  
3 continue in effect for so long as County does not terminate  
4 Lessee's right to possession, and County may enforce all of its  
5 rights and remedies under this lease, including, but not limited  
6 to, the right to recover rent as it becomes due hereunder. For  
the purposes of this Paragraph 17, acts of maintenance or  
preservation or efforts by County to relet the premises, or the  
appointment of a receiver or initiative of County to protect its  
interest under this lease do not constitute a termination of  
Lessee's right to possession.

7           18. Insurance. Lessee shall during the term of this  
8 lease:

9           (a) Procure and maintain comprehensive general  
10 liability insurance coverage that shall protect Lessee from claims  
11 for damages for personal injury, including, but not limited to,  
12 accidental and wrongful death, as well as from claims for property  
13 damage, which may arise from Lessee's use of the leased premises  
14 or the performance of his obligations hereunder, whether such  
use or performance be by Lessee, by any subcontractor, or by  
anyone employed directly or indirectly by either of them. Such  
insurance shall name County as an additional  
insured with respect to this lease and the obligations of Lessee  
hereunder. Such insurance shall provide for limits of not less  
than \$500,000 per occurrence.

15           (b) Cause his insurance carriers to furnish  
16 County by direct mail with Certificate(s) of Insurance showing  
17 that such insurance is in full force and effect, and that County  
18 is named as an additional insured with respect to this lease and  
19 the obligations of Lessee hereunder. Further, said Certificate(s)  
20 shall contain the covenant of the insurance carrier(s) that thirty  
21 (30) days written notice shall be given to County prior to  
22 modification, cancellation or reduction in coverage of such  
23 insurance. In the event of any such modification, cancellation or  
reduction in coverage and on the effective date thereof, this  
lease shall terminate forthwith, unless County receives prior to  
such effective date another certificate from an insurance carrier  
of Lessee's choice that the insurance required herein is in full  
force and effect. Lessee shall not take possession or otherwise  
use the leased premises until County has been furnished  
certificate(s) of insurance as otherwise required in this  
Paragraph 18.

24           19. County's Reserved Rights - Insurance. County  
25 reserves the right to adjust the monetary limits of insurance  
26 coverage as required in Paragraph 18 herein every fifth year  
27 during the term of this lease; provided, however, that any  
adjustment herein shall not increase the monetary limits of  
insurance coverage for the preceding five (5) years in excess of  
twenty-five percent (25%) thereof.

1                   20.   Hold Harmless.

2                   (a)   Lessee represents that he has inspected the  
3 leased premises, accepts the condition thereof and fully assumes  
4 any and all risks incidental to the use thereof. County shall not  
5 be liable to Lessee, his agents, employees, subcontractors or  
6 independent contractors for any personal injury or property damage  
7 suffered by them which may result from hidden, latent or other  
8 dangerous conditions in, on, upon or within the leased premises;  
9 provided, however, that such dangerous conditions are not caused  
10 by the sole negligence of County, its officers, agents or  
11 employees.

12                   (b)   Lessee shall indemnify and hold County, its  
13 officers, agents, employees and independent contractors free and  
14 harmless from any liability whatsoever, based or asserted upon any  
15 act or omission of Lessee, his agents, employees,  
16 subcontractors and independent contractors, for property damage,  
17 bodily injury, or death (Lessee's employees included) or any other  
18 element of damage of any kind or nature, relating to or in anywise  
19 connected with or arising from his use and responsibilities in  
20 connection therewith of the leased premises or the condition  
21 thereof, and Lessee shall defend, at his expense, including  
22 attorney fees, County, its officers, agents, employees and  
23 independent contractors in any legal action based upon such  
24 alleged acts or omissions.

25                   (c)   The specified insurance limits required in  
26 Paragraph 18 herein shall in no way limit or circumscribe Lessee's  
27 obligations to indemnify and hold County free and harmless herein.

28                   21.   Assignment.

1                   (a)   Except as provided in Paragraph 21(b) below,  
2 Lessee cannot assign, sublet, mortgage, hypothecate or otherwise  
3 transfer in any manner any of its rights, duties or obligations  
4 hereunder to any person or entity without the written consent of  
5 County being first obtained.

6                   (b)   Lessee may sublet the leased premises provided  
7 that such subletting: (1) is in writing, copy of which shall be  
8 forwarded to County upon execution thereof, (2) includes a  
9 provision therein subjecting the sublease(s) to the terms and  
10 conditions of this lease, and (3) shall be in a format previously  
11 approved by County.

12                   22.   Toxic Materials. During the term of this lease and  
13 any extensions thereof, Lessee shall not violate any federal,  
14 state or local law, or ordinance or regulation, relating to  
15 industrial hygiene or to the environmental condition on, under or  
16 about the leased premises including, but not limited to, soil and  
17 ground water conditions. Further, Lessee, its successors, assigns  
18 and sublease, shall not use, generate, manufacture, produce, store  
19 or dispose of on, under or about the leased premises or transport  
20 to or from the leased premises any flammable explosives, asbestos,

1 radioactive materials, hazardous wastes, toxic substances or  
2 related injurious materials, whether injurious by themselves or in  
3 combination with other materials (collectively, "hazardous  
4 materials"). For the purpose of this lease, hazardous materials  
5 shall include, but not be limited to, substances defined as  
6 "hazardous substances," "hazardous materials," or "toxic  
7 substances" in the Comprehensive Environmental Response,  
8 Compensation and Liability Act of 1980, as amended, 42 U.S.C.  
9 Section 9601, et seq.; the Hazardous Materials Transportation Act,  
10 49 U.S.C. Section 1801, et seq.; the Resource Conservation and  
11 Recovery Act, 42 U.S.C. Section 6901, et seq.; and those  
12 substances defined as "hazardous wastes" in Section 25117 of the  
13 California Health and Safety Code or as "hazardous substances" in  
14 Section 25316 of the California Health and Safety Code; and in the  
15 regulations adopted in publications promulgated pursuant to said  
16 laws.

17 23. Free from Liens. Lessee shall pay, when due, all  
18 sums of money that may become due for any labor, services,  
19 material, supplies, or equipment, alleged to have been furnished  
20 or to be furnished to Lessee, in, upon, or about the leased  
21 premises, and which may be secured by a mechanics', materialmen's  
22 or other lien against the leased premises or County's interest  
23 therein, and will cause each such lien to be fully discharged and  
24 released at the time the performance of any obligation secured by  
25 such lien matures or becomes due; provided, however, that if  
26 Lessee desires to contest any such lien, he may do so, but  
27 notwithstanding any such contest, if such lien shall be reduced to  
28 final judgment, and such judgment or such process as may be issued  
for the enforcement thereof is not promptly stayed, or if so  
stayed, and said stay thereafter expires, then and in such event,  
Lessee shall forthwith pay and discharge said judgment.

24. Employees and Agents of Lessee. It is understood  
and agreed that all persons hired or engaged by Lessee shall be  
considered to be employees or agents of Lessee and not of County.

25. Binding on Successors. Lessee, his assigns and  
successors in interest, shall be bound by all the terms and  
conditions contained in this lease, and all of the parties thereto  
shall be jointly and severally liable hereunder.

26. Waiver of Performance. No waiver by County at any  
time of any of the terms and conditions of this lease shall be  
deemed or construed as a waiver at any time thereafter of the same  
or of any other terms or conditions contained herein or of the  
strict and timely performance of such terms and conditions.

27. Severability. The invalidity of any provision in  
this lease as determined by a court of competent jurisdiction  
shall in no way affect the validity of any other provision hereof.

28. Venue. Any action at law or in equity brought by  
either of the parties hereto for the purpose of enforcing a right  
or rights provided for by this lease shall be tried in a Court of

1 competent jurisdiction in the County of Riverside, State of  
2 California, and the parties hereby waive all provisions of law  
3 providing for a change of venue in such proceedings to any other  
4 County.

5 29. Attorneys' Fees. In the event of any litigation or  
6 arbitration between Lessee and County to enforce any of the  
7 provisions of this lease or any right of either party hereto, the  
8 unsuccessful party to such litigation or arbitration agrees to pay  
9 to the successful party all costs and expenses, including  
10 reasonable attorneys' fees, incurred therein by the successful  
11 party, all of which shall be included in and as a part of the  
12 judgment or award rendered in such litigation or arbitration.

13 30. Notices. Any notices required or desired to be  
14 served by either party upon the other shall be addressed to the  
15 respective parties as set forth below:

16 COUNTY  
17 County of Riverside  
18 Economic Development Agency  
19 Aviation Unit  
20 P.O. Box 1180 - 3499 Tenth Street  
21 Riverside, CA 92502

Lessee

Harold and Donna Strain  
P.O. Box 1285  
Termeada, CA 92390  
(714) 676-1637

22 or to such other addresses as from time to time shall be  
23 designated by the respective parties.

24 31. Permits, Licenses and Taxes. Lessee shall secure,  
25 at his expense, all necessary permits and licenses as he may  
26 be required to obtain, and Lessee shall pay for all fees and taxes  
27 levied or required by any authorized public entity. Lessee  
28 recognizes and understands that this lease may create a possessory  
interest subject to property taxation and that Lessee may be  
subject to the payment of property taxes levied on such interest.

32. Paragraph Headings. The paragraph headings herein  
are for the convenience of the parties only, and shall not be  
deemed to govern, limit, modify or in any manner affect the scope,  
meaning or intent of the provisions or language of this lease.

33. County's Representative. County hereby appoints the  
Managing Director of its Economic Development Agency as its  
authorized representative to administer this lease.

34. Agent for Service of Process. It is expressly  
understood and agreed that in the event Lessee is not (a) resident  
of the State of California or he is an association or  
partnership without a member or partner resident of the State of  
California, or it is a foreign corporation, then in any such  
event, Lessee shall file with County's Aviation Director,  
upon his execution hereof, a designation of a natural person  
residing in the State of California, giving his or her name,  
residence and business addresses, as his agent for the purpose  
of service of process in any court action arising out of or based

1 upon this lease, and the delivery to such agent of a copy of any  
2 process in any such action shall constitute valid service upon  
3 Lessee. It is further expressly understood and agreed that if for  
4 any reason service of such process upon such agent is not  
5 feasible, then in such event Lessee may be personally served with  
6 such process out of this County and that such service shall  
7 constitute valid service upon Lessee. It is further expressly  
8 understood and agreed that Lessee is amenable to the process so  
9 served, submits to the jurisdiction of the Court so obtained and  
10 waives any and all objections and protests thereto.

11 35. Entire Lease. This lease is intended by the parties  
12 hereto as a final expression of their understanding with respect  
13 to the subject matter hereof and as a complete and exclusive  
14 statement of the terms and conditions thereof and supersedes any  
15 and all prior and contemporaneous leases, agreements and  
16 understandings, oral or written, in connection therewith. This  
17 lease may be changed or modified only upon the written consent of  
18 the parties hereto.

11 Dated: DEC 18 1990

COUNTY OF RIVERSIDE

13 By [Signature]  
14 Chairman, Board of Supervisors

15 ATTEST:

16 GERALD A. MALONEY  
17 Clerk of the Board

17 By [Signature]  
18 Deputy

19 (SEAL)

Lessee: Harold and Donna Strain

21 [Signature]

22 [Signature]

27 PHL:wr/bln  
28 146lease  
rev.8/15/90



Barrel Road

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

502



FROM: Economic Development Agency

SUBMITTAL DATE:  
May 4, 2004

SUBJECT: Consent to Assignment of Leases, French Valley Airport, 3<sup>rd</sup> District

RECOMMENDED MOTION: That the Board of Supervisors: 1) Consent to the following Lease Assignments; and 2) Authorize the Chairman of the Board to execute the Consent to Assignments:

A. Assignment of Lease from John C. Gallagher, Assignor, to Richard Kimball, Assignee, of Port-a-Port T-Hangar Lease for Space Number 2, between the County of Riverside and John C. Gallagher, Lessee, dated December 18, 1990;

B. Assignment of Lease from Reising Enterprises, Inc. a California corporation, Assignor, to Thomas J. Bruther, Assignee, for Port-a-Port T. Hangar Lease of Space Number 8, between the County of Riverside and Reising Enterprises, Inc., Lessee, dated December 18, 1990

C. Assignment of Lease from Raymond Polizzi, Assignor, to Richard A. Weiner, Assignee, of Port-a-Port T-Hangar Lease for Space Number 9, between the County of Riverside and Harold and Donna Strain, Lessee, dated December 18, 1990;

D. Assignment of Lease from Harry Fretter, Assignor, to Jan De Julio, Assignee, of Port-a-Port T-Hangar Lease of Space Number 32, between the County of Riverside and Harry Fretter, Lessee, dated December 18, 1990.

F:\Shared\EDCOM\AIRPORTS\FRVALLEY\Port A Ports\PAP  
2,8,9,32 F11 CON ASGN may 0404 .doc

  
Bradley J. Hudson  
Assistant County Executive Officer / EDA

FINANCIAL  
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

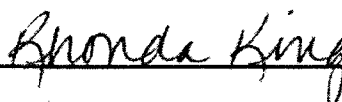
SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature



Dep't Recomm.: ☐ Policy ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☐ Consent

Prev. Agn. Ref.: 12/18/1990 3.49

District: 3<sup>rd</sup>

Agenda Number:

**Economic Development Agency  
Consent to Assignment of Leases  
Port-a-Port T-Hangar Spaces 2, 8, 9 and 32  
French Valley Airport  
Page 2 of 2  
May 4, 2004**

**BACKGROUND:** The Economic Development Agency has received Assignment and Acceptance and Agreement documents from John C. Gallagher, Reising Enterprises, Inc., Raymond Polizzi and Harry Fretter, all County Port-a-Port T-Hangar Lessees at French Valley Airport, requesting County's consent the assignment of their leases.

EDA Aviation Division Staff recommends that consent be given to all four Lessees for the assignment of their Leases. County Counsel has reviewed the Consent to Assignment agreements and approves them as to Form.



## CONSENT TO ASSIGNMENT

April 6, 2004

### Recitals:

Whereas, on December 18, 1990 the County of Riverside, herein after County, as Lessor, and Harold and Donna Strain (Harold Strain deceased), as Lessee, entered into a long term ground lease for 1,092 square feet of improved land, identified as Port-a-Port T-Hangar Space Number 9, at French Valley Airport, Murrieta, California; and,

Whereas, during the year 1997, Harold and Donna Strain sold the Port A Port T-Hangar (PAP#9) occupying Space #9 to Michael Arndt, without making an assignment of the Lease or requesting permission from County to assign the Lease, as required in paragraph 21 Assignment of the ground lease, to Michael Arndt; and,

Whereas, Michael Arndt faithfully paid rent for space #9 to County from the time of his purchase through September 30, 1999 at which time he sold PAP#9 to Raymond Polizzi and notified COMARCO Airport Services, County's Airport Manager, that he was transferring the Lease to Mr. Polizzi, and,

Date: 4/8/04

Acknowledged and Confirmed:

By:   
Michael Arndt

Whereas, on December 8, 2003 Raymond Polizzi sold PAP#9 to Richard A. Wiener and has presented County with an Assignment of the Lease, executed by Raymond Polizzi, Assignor, and an Acceptance and Agreement executed by Richard A. Wiener, Assignee; and requested County's approval of the assignment;

Now therefore,

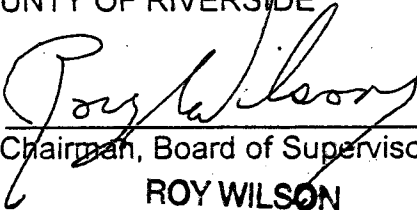
The County of Riverside, Lessor, hereby consents to the foregoing Assignment and Acceptance and Agreement, without however, waiving the restrictions contained in said Lease dated December 18, 2003, described as 1,092 square feet of land at the French Valley Airport, with respect to any future assignments thereunder, and without releasing the Assignor under said lease from any obligations that are not performed by Richard Weiner, and otherwise accepts the Assignee, Richard Weiner, as Lessee under said Lease to all intents and purposes as though Assignee was the original Lessee thereunder.

Consent to Assignment  
Raymond Polizzi to Richard Weiner  
April 6, 2004

Date: MAY 18 2004

COUNTY OF RIVERSIDE

By:

  
Chairman, Board of Supervisors  
ROY WILSON

FORM APPROVED:  
WILLIAM C. KATZENSTEIN, County Counsel

By: Gordon V. Ubo 4/28/04  
Deputy

ATTEST:  
NANCY ROMERO, Clerk

By:

  
DEPUTY

10-27-99

Serial 10012  
Exec 1

original lease for PP # 9 at  
French Valley Airport  
Mr. Polizzi is obligated to its content.  
LEASE  
(Port-a-Port T-Hangar for Aircraft Storage)

The COUNTY OF RIVERSIDE, herein called County, leases  
to Harold and Donna Strain, herein called Lessee,  
the property described below upon the following terms and  
conditions:

1. Description. The premises leased hereby are located  
within French Valley Airport, Murrieta, California and consist of  
approximately 1092 square feet of land identified as Space  
No. 9, as more particularly shown on Exhibit "A", attached  
hereto and by this reference made a part of this lease.

2. Use. The premises are leased hereby for the purpose  
of installing and maintaining a Port-a-Port T-Hangar therein for  
aircraft storage and aircraft supporting equipment in connection  
therein.

3. Term.

(a) The term of this lease shall be for a period  
commencing December 1, 1990, and terminating December 31,  
2010, subject to the provisions contained in Paragraphs 14 and 15  
herein.

(b) Any holding over by Lessee after the expiration  
of this lease shall be on a day-to-day basis strictly, and  
continuing tenancy rights shall not accrue to Lessee.

4. Basic Rent.

(a) Lessee shall pay to County the sum of  
\$ 74.00 per month as basic rent for the leased premises,  
payable, in advance, on the 1<sup>st</sup> day of the month.

(b) In the event Lessee fails, or refuses, to  
make his monthly rental payment in the amount and on the date  
as required in Paragraph 4(a) herein, Lessee shall pay to County  
an additional amount of \$ 10.00 as an administrative charge,  
which charge represents a minimal cost incurred by County by  
virtue of such failure or refusal.

5. Basic Rental Adjustment.

(a) The basic monthly rent shall be adjusted every  
year during the term of this lease in the following manner:

(1) Divide the Consumer Price Index for the  
month of January, 1991, into the Consumer Price Index

accounting  
909  
657  
4616

ELIJAH C. KATZENSTEIN  
COUNTY COUNSEL  
SUITE 300  
3535 - 10TH STREET  
RIVERSIDE, CALIFORNIA

1 for the month of January immediately preceding the  
2 anniversary in which the basic monthly rent is to be  
adjusted.

3 (2) Multiply the quotient obtained in  
4 Paragraph 5 (a)(1) above by the basic monthly rent.

5 (3) The result of such multiplication obtained  
6 in Paragraph 5 (a)(2) above shall be the monthly rent for  
the succeeding year.

7 The Consumer Price Index referred to herein is the  
All Urban Consumers (U.S. City Average) published monthly by the  
8 U.S. Bureau of Labor Statistics. The Consumer Price Index for the  
month of January, 1991, is 403.1. If the Consumer Price  
9 Index is discontinued or revised during the term of this lease,  
such other government index or computation with which it is  
10 replaced shall be used in order to obtain substantially the same  
result as would be obtained if the index had not been discontinued.

11 In no event, however, shall the monthly rent be less  
12 than the basic monthly rent set forth in Paragraph 4 herein.

13 6. Improvements.

14 (a) Lessee shall have the right to place or install  
a Port-a-Port T-Hangar upon the leased premises. No other  
15 alterations, improvements or installations of fixtures of any  
kind whatsoever shall be undertaken by Lessee, unless Lessee has  
16 first obtained written approval therefor from County's Managing  
Director of its Economic Development Agency. Lessee understands  
and agree that such improvements, alterations and installations of  
17 fixtures may be subject to County Ordinance Nos. 348 and 457, as  
well as other applicable County Ordinances, and that Lessee shall  
18 fully comply with such ordinances prior to the commencement of any  
construction in connection therewith.

19 (b) All alterations and improvements made, and  
20 fixtures installed, by Lessee on or upon the leased premises in  
accordance with the provisions of Paragraph 6(a) herein shall  
21 remain the property of Lessee, provided however, that Lessee  
removes, at his expense, such alterations, improvements and  
22 fixtures at or prior to the expiration of this lease and restores  
the leased premises to their original shape and condition as  
23 nearly as practicable. In the event any such alterations,  
improvements and fixtures are not so removed, County may, at its  
24 election, either, (1) remove and store such alterations,  
improvements and fixtures and restore the premises for the account  
25 of Lessee, in such event Lessee shall, within 30 days after  
billing and accounting therefore, reimburse County for the costs  
26 so incurred or (2) take and hold such alterations, improvements  
and fixtures as its sole property for no further consideration of  
27 any kind, and Lessee shall execute any documents that may be  
required or necessitated conveying Lessee's interest in such  
28 alterations, improvements and fixtures to County.

1                   7.   Restrictions.

2                   (a)   Lessee shall not use the leased premises or  
3 store any personal property therein or thereon, for the purpose of  
4 conducting any activity upon or within the French Valley Airport  
5 premises for which any form of remuneration is expected or  
6 received unless such activity is permitted under a separate  
7 agreement or lease between County and Lessee.

8                   (b)   Lessee shall not fuel or defuel an aircraft  
9 inside or upon the leased premises or within 25 feet of any  
10 hangar. Lessee shall not store any highly volatile materials  
11 including, but not limited to, paint products and aviation fuels,  
12 within or outside of the leased premises; provided, however, that  
13 Lessee may store fuel in his aircraft's fuel tanks.

14                  8.   Ingress and Egress. Lessee shall be permitted  
15 ingress and egress to and from the leased premises through  
16 established gates and/or over such routes as are designated by  
17 County's Managing Director of its Economic Development Agency.

18                  9.   Utilities. County shall provide, or cause to be  
19 provided all water and electrical services as may be required in  
20 the use of the leased premises; provided, however that Lessee  
21 shall pay to County for all such electrical service, upon  
22 accounting and billing therefor by County to Lessee. Lessee shall  
23 provide and pay for all other utility services that it may require  
24 or desire in his use of the leased premises.

25                  10. Maintenance. Lessee shall maintain the leased  
26 premises in a neat, safe, orderly and attractive manner during the  
27 term of this lease. Lessee shall deposit all waste, rubbish and  
28 debris in receptacles provided by County in the vicinity of the  
29 Port-a-Port T-Hangars; provided, however, that crank case  
30 drainages and other liquids shall be removed from the airport  
31 premises.

32                  11. Inspection of Premises. County, through its duly  
33 authorized agents, shall have, at any time during normal business  
34 hours, the right to enter the leased premises for the purpose of  
35 inspecting, monitoring and evaluating the obligations of Lessee  
36 hereunder and for the purpose of doing any and all things which it  
37 is obligated and has a right to do under this lease.

38                  12. Quiet Enjoyment. Lessee shall have, hold and  
39 quietly enjoy the use of the leased premises so long as he  
40 shall fully and faithfully perform the terms and conditions  
41 that he is required to do under this lease.

42                  13. Compliance with Government Regulations. Lessee  
43 shall, at Lessee's sole cost and expense, comply with the  
44 requirements of all local, state and federal statutes,  
45 regulations, rules, ordinances and orders now in force or which  
46 may be hereafter in force, pertaining to the leased premises. The  
47 final judgment, decree or order of any Court of competent

1 jurisdiction, or the admission of Lessee in any action or  
2 proceedings against Lessee, whether Lessee be a party thereto or  
3 not, that Lessee has violated any such statutes, regulations,  
rules, ordinances, or orders, in the use of the leased premises,  
shall be conclusive of that fact as between County and Lessee.

4       14. Termination by County. County shall have the right  
5 to terminate this lease forthwith:

6               (a) In the event a petition is filed for voluntary  
7 or involuntary bankruptcy for the adjudication of Lessee as a  
debtor.

8               (b) In the event that Lessee makes a general  
9 assignment, or Lessee's interest hereunder is assigned  
involuntarily or by operation of law, for the benefit of creditors.

10              (c) In the event of abandonment of the leased  
premises by Lessee.

11              (d) In the event Lessee fails or refuses to  
12 perform, keep or observe any of Lessee's duties or obligations  
hereunder except his rental obligations; provided, however,  
13 that Lessee shall have fifteen (15) days in which to correct  
Lessee's breach or default after written notice thereof has been  
served on Lessee by County.

14              (e) In the event Lessee fails, or refuses, to  
15 meet his rental obligations, or any of them, hereunder or as  
16 otherwise provided by law.

17       15. Termination by Lessee.

18              (a) Lessee shall have the right to terminate this  
lease subject to thirty (30) days written notice thereof to County.

19       16. Eminent Domain. If any portion of the leased  
20 premises shall be taken by eminent domain and a portion thereof  
remains which is usable by Lessee for the purpose set forth in  
21 Paragraph 2 herein, this lease shall, as to the part taken,  
terminate as of the date title shall vest in the condemnor, or  
22 the date prejudgment possession is obtained through a court of  
competent jurisdiction, whichever is earlier, and the rent payable  
hereunder shall abate pro rata as to the part taken; provided,  
23 however, in such event County reserves the right to terminate this  
lease as of the date when title to the part taken vests in the  
24 condemnor or as of such date of prejudgment possession. If all of  
the leased premises are taken by eminent domain, or such part is  
25 taken so that the leased premises are rendered unusable for the  
purposes set forth in Paragraph 2 herein, this lease shall  
26 terminate. If a part or all of the leased premises be so taken,  
the compensation awarded upon such taking shall be paid to the  
27 parties hereto in accordance with the values attributable to their  
respective interests in such eminent domain proceedings.

1           17. Continuation of Lease After Abandonment. Even  
2 though Lessee has abandoned the leased premises, this lease shall  
3 continue in effect for so long as County does not terminate  
4 Lessee's right to possession, and County may enforce all of its  
5 rights and remedies under this lease, including, but not limited  
6 to, the right to recover rent as it becomes due hereunder. For  
the purposes of this Paragraph 17, acts of maintenance or  
preservation or efforts by County to relet the premises, or the  
appointment of a receiver or initiative of County to protect its  
interest under this lease do not constitute a termination of  
Lessee's right to possession.

7           18. Insurance. Lessee shall during the term of this  
8 lease:

(a) Procure and maintain comprehensive general  
liability insurance coverage that shall protect Lessee from claims  
for damages for personal injury, including, but not limited to,  
accidental and wrongful death, as well as from claims for property  
damage, which may arise from Lessee's use of the leased premises  
or the performance of his obligations hereunder, whether such  
use or performance be by Lessee, by any subcontractor, or by  
anyone employed directly or indirectly by either of them. Such  
insurance shall name County as an additional  
insured with respect to this lease and the obligations of Lessee  
hereunder. Such insurance shall provide for limits of not less  
than \$500,000 per occurrence.

(b) Cause his insurance carriers to furnish  
County by direct mail with Certificate(s) of Insurance showing  
that such insurance is in full force and effect, and that County  
is named as an additional insured with respect to this lease and  
the obligations of Lessee hereunder. Further, said Certificate(s)  
shall contain the covenant of the insurance carrier(s) that thirty  
(30) days written notice shall be given to County prior to  
modification, cancellation or reduction in coverage of such  
insurance. In the event of any such modification, cancellation or  
reduction in coverage and on the effective date thereof, this  
lease shall terminate forthwith, unless County receives prior to  
such effective date another certificate from an insurance carrier  
of Lessee's choice that the insurance required herein is in full  
force and effect. Lessee shall not take possession or otherwise  
use the leased premises until County has been furnished  
certificate(s) of insurance as otherwise required in this  
Paragraph 18.

19. County's Reserved Rights - Insurance. County  
reserves the right to adjust the monetary limits of insurance  
coverage as required in Paragraph 18 herein every fifth year  
during the term of this lease; provided, however, that any  
adjustment herein shall not increase the monetary limits of  
insurance coverage for the preceding five (5) years in excess of  
twenty-five percent (25%) thereof.

1                   20. Hold Harmless.

2                   (a) Lessee represents that he has inspected the  
3 leased premises, accepts the condition thereof and fully assumes  
4 any and all risks incidental to the use thereof. County shall not  
5 be liable to Lessee, his agents, employees, subcontractors or  
6 independent contractors for any personal injury or property damage  
7 suffered by them which may result from hidden, latent or other  
8 dangerous conditions in, on, upon or within the leased premises;  
9 provided, however, that such dangerous conditions are not caused  
10 by the sole negligence of County, its officers, agents or  
11 employees.

12                   (b) Lessee shall indemnify and hold County, its  
13 officers, agents, employees and independent contractors free and  
14 harmless from any liability whatsoever, based or asserted upon any  
15 act or omission of Lessee, his agents, employees,  
16 subcontractors and independent contractors, for property damage,  
17 bodily injury, or death (Lessee's employees included) or any other  
18 element of damage of any kind or nature, relating to or in anywise  
19 connected with or arising from his use and responsibilities in  
20 connection therewith of the leased premises or the condition  
21 thereof, and Lessee shall defend, at his expense, including  
22 attorney fees, County, its officers, agents, employees and  
23 independent contractors in any legal action based upon such  
24 alleged acts or omissions.

25                   (c) The specified insurance limits required in  
26 Paragraph 18 herein shall in no way limit or circumscribe Lessee's  
27 obligations to indemnify and hold County free and harmless herein.

28                   21. Assignment.

1                   (a) Except as provided in Paragraph 21(b) below,  
2 Lessee cannot assign, sublet, mortgage, hypothecate or otherwise  
3 transfer in any manner any of its rights, duties or obligations  
4 hereunder to any person or entity without the written consent of  
5 County being first obtained.

6                   (b) Lessee may sublet the leased premises provided  
7 that such subletting: (1) is in writing, copy of which shall be  
8 forwarded to County upon execution thereof, (2) includes a  
9 provision therein subjecting the sublease(s) to the terms and  
10 conditions of this lease, and (3) shall be in a format previously  
11 approved by County.

12                   22. Toxic Materials. During the term of this lease and  
13 any extensions thereof, Lessee shall not violate any federal,  
14 state or local law, or ordinance or regulation, relating to  
15 industrial hygiene or to the environmental condition on, under or  
16 about the leased premises including, but not limited to, soil and  
17 ground water conditions. Further, Lessee, its successors, assigns  
18 and sublease, shall not use, generate, manufacture, produce, store  
19 or dispose of on, under or about the leased premises or transport  
20 to or from the leased premises any flammable explosives, asbestos,



1 radioactive materials, hazardous wastes, toxic substances or  
2 related injurious materials, whether injurious by themselves or in  
3 combination with other materials (collectively, "hazardous  
4 materials"). For the purpose of this lease, hazardous materials  
5 shall include, but not be limited to, substances defined as  
6 "hazardous substances," "hazardous materials," or "toxic  
7 substances" in the Comprehensive Environmental Response,  
8 Compensation and Liability Act of 1980, as amended, 42 U.S.C.  
9 Section 9601, et seq.; the Hazardous Materials Transportation Act,  
10 49 U.S.C. Section 1801, et seq.; the Resource Conservation and  
11 Recovery Act, 42 U.S.C. Section 6901, et seq.; and those  
12 substances defined as "hazardous wastes" in Section 25117 of the  
13 California Health and Safety Code or as "hazardous substances" in  
14 Section 25316 of the California Health and Safety Code; and in the  
15 regulations adopted in publications promulgated pursuant to said  
16 laws.

17  
18 23. Free from Liens. Lessee shall pay, when due, all  
19 sums of money that may become due for any labor, services,  
20 material, supplies, or equipment, alleged to have been furnished  
21 or to be furnished to Lessee, in, upon, or about the leased  
22 premises, and which may be secured by a mechanics', materialmen's  
23 or other lien against the leased premises or County's interest  
24 therein, and will cause each such lien to be fully discharged and  
25 released at the time the performance of any obligation secured by  
26 such lien matures or becomes due; provided, however, that if  
27 Lessee desires to contest any such lien, he may do so, but  
28 notwithstanding any such contest, if such lien shall be reduced to  
final judgment, and such judgment or such process as may be issued  
for the enforcement thereof is not promptly stayed, or if so  
stayed, and said stay thereafter expires, then and in such event,  
Lessee shall forthwith pay and discharge said judgment.

29  
30 24. Employees and Agents of Lessee. It is understood  
31 and agreed that all persons hired or engaged by Lessee shall be  
32 considered to be employees or agents of Lessee and not of County.

33  
34 25. Binding on Successors. Lessee, his assigns and  
35 successors in interest, shall be bound by all the terms and  
36 conditions contained in this lease, and all of the parties thereto  
37 shall be jointly and severally liable hereunder.

38  
39 26. Waiver of Performance. No waiver by County at any  
40 time of any of the terms and conditions of this lease shall be  
41 deemed or construed as a waiver at any time thereafter of the same  
42 or of any other terms or conditions contained herein or of the  
43 strict and timely performance of such terms and conditions.

44  
45 27. Severability. The invalidity of any provision in  
46 this lease as determined by a court of competent jurisdiction  
47 shall in no way affect the validity of any other provision hereof.

48  
49 28. Venue. Any action at law or in equity brought by  
50 either of the parties hereto for the purpose of enforcing a right  
51 or rights provided for by this lease shall be tried in a Court of

competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.

29. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and County to enforce any of the provisions of this lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

30. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY  
County of Riverside  
Economic Development Agency  
Aviation Unit  
P.O. Box 1180 : 3499 Tenth Street  
Riverside, CA 92502

Lessee

Harold and Donna Strain  
P.O. Box 1285  
Termeula, CA 92390  
(714) 676-1037

or to such other addresses as from time to time shall be designated by the respective parties.

31. Permits, Licenses and Taxes. Lessee shall secure, at his expense, all necessary permits and licenses as he may be required to obtain, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

32. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this lease.

33. County's Representative. County hereby appoints the Managing Director of its Economic Development Agency as its authorized representative to administer this lease.

34. Agent for Service of Process. It is expressly understood and agreed that in the event Lessee is not (a) resident of the State of California or he is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with County's Aviation Director, upon his execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as his agent for the purpose of service of process in any court action arising out of or based

1 upon this lease, and the delivery to such agent of a copy of any  
2 process in any such action shall constitute valid service upon  
3 Lessee. It is further expressly understood and agreed that if for  
4 any reason service of such process upon such agent is not  
5 feasible, then in such event Lessee may be personally served with  
6 such process out of this County and that such service shall  
7 constitute valid service upon Lessee. It is further expressly  
8 understood and agreed that Lessee is amenable to the process so  
9 served, submits to the jurisdiction of the Court so obtained and  
10 waives any and all objections and protests thereto.

11 35. Entire Lease. This lease is intended by the parties  
12 hereto as a final expression of their understanding with respect  
13 to the subject matter hereof and as a complete and exclusive  
14 statement of the terms and conditions thereof and supersedes any  
15 and all prior and contemporaneous leases, agreements and  
16 understandings, oral or written, in connection therewith. This  
17 lease may be changed or modified only upon the written consent of  
18 the parties hereto.

11 Dated: DEC 18 1990

COUNTY OF RIVERSIDE

13 By [Signature]  
14 Chairman, Board of Supervisors

15 ATTEST:

16 GERALD A. MALONEY  
17 Clerk of the Board

17 By [Signature]  
18 Deputy

19 (SEAL)

Lessee: Harold and Donna Strain

21 [Signature]  
22 [Signature]  
23 [Signature]

27 PHL:wr/bln  
28 146lease  
rev.8/15/90

**ATTACHMENT F**

**LIST OF PRIOR ASSIGNMENTS OF  
LESSEE INTERESTS**

## LISTING OF PRIOR ASSIGNMENT OF LESSEE INTERESTS

Port-A-Port no. 9  
Lessee – Richard Weiner

### Agenda Item #3.18 or 9/14/04

- First Amendment to Lease executed between County of Riverside and Richard Weiner (Successor in Interest to Raymond Polizzi)

### Agenda Item #3.11 of 5/18/04

- Consent to Assignment of Lease between Raymond Polizzi, as Assignor and Richard Weiner, as Assignee.

### No Agenda Item # - 9/30/99

- Assignment without County of Riverside Permission or Board Action.
- Michael Arndt sold Port-A-Port no. 9 to Raymond Polizzi

### No Agenda Item # - in 1997

- Assignment without County of Riverside Permission or Board Action.
- Harold and Donna Strain sold Port-A-Port no. 9 to Michael Arndt.

### Agenda Item #3.49 of 12/18/90

- Master Ground Lease executed between County of Riverside, a political Subdivision of the State of California, as Lessor and Harold and Donna Strain, as Lessee.