

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



ITEM
3.23
(ID # 2998)

MEETING DATE:

Tuesday, December 6, 2016

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Riverside County Fair & National Date Festival – Approval of First Amendment to Maclin Markets, Inc. Lease of South Parking Lot at Riverside County Fairgrounds; California Environmental Quality Act (CEQA) Exempt, District 4, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors

1. Find that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption, Section 15302 Class 2 Replacement or Reconstruction Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
2. Approve the attached First Amendment to Lease between the County of Riverside and Maclin Markets, Inc. dated 11/28/95; and
3. Authorize the Chairman of the Board of Supervisors to execute the attached First Amendment to Lease.


Robert H. Adams, President County Director of Economic Development 11/15/2016

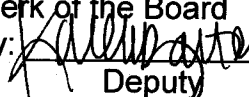
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: December 6, 2016
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

3.23

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

BACKGROUND:

Summary

The Riverside County Fair & National Date Festival entered into a lease agreement for the south parking lot of the fairgrounds with Maclin Markets, Inc. on 11/28/1995. They have successfully put on the Maclin Indio Open Air Market on a weekly basis since that time. Maclin Markets, Inc. approached the Economic Development Agency to improve the condition of the leased property by paving and striping at Maclin's expense. Following discussions, the County has agreed to accept this improvement and extend the lease that currently goes through 2020 until 2030.

The Agreement has been reviewed and approved as to form by County Counsel.

With certainty, there is no possibility that the project may have a significant effect on the environment. The project, as proposed, is limited to the amendment to an existing lease. The amendment to the lease would include the replacement of a portion of the existing parking lot at the County Fairgrounds. The use of the facility would continue to provide parking spaces to the public; the replacement of the pavement would not change the use and would not result in an increase in size, capacity or intensity of use. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have a potential significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. Therefore, the project is exempt as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3) and Class 1 and Class 2 Categorical Exemptions identified in Section 15301 and 15302.

Impact on Citizens and Businesses

Maclin Markets Open Air Market draws over 500,000 people annually. The Riverside County Fair & National Date Festival also uses the south parking lot with almost 300,000 people in attendance during the 10 days of operation. Repaving and striping will help alleviate trip and fall incidents on the grounds.

SUPPLEMENTAL:

Additional Fiscal Information

There is no impact on the General Fund. All costs will be paid by Maclin Markets, Inc.

Attachments:

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

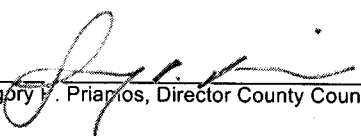

- Amendment (1)

RF:JWW:TM:VC:lt

MT #2998



Gregory H. Priamos, Director County Counsel 11/16/2016

Gregory H. Priamos, Director County Counsel 11/16/2016 Rohini Dasika 11/28/2016

**FIRST AMENDMENT TO LEASE
(SOUTH PARKING LOT – RIVERSIDE COUNTY FAIRGROUNDS)**

This FIRST AMENDMENT TO LEASE ("Amendment"), dated as of November 8th, 2016 is entered into by and between the County of Riverside (on behalf of its Riverside County Fair & National Date Festival), a political subdivision of the State of California, as Lessor, and Maclin Markets, Inc. (dba Maclin Indio Open Air Market), a California corporation, as Lessee, sometimes collectively referred to as the "Parties".

RECITALS

- A. Lessor and Lessee have entered into that certain Lease, dated November 28, 1995, (the "Original Lease") pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed to continue to lease from Lessor the South Parking Lot area within the Fairgrounds as stated in the Original Lease.
- B. The Original Lease has previously been extended by the Parties as follows:
- The initial term of the Lease was for a duration of five years through November 28, 2000.
 - The First Option of the Lease was for a duration of five years through November 28, 2005
 - The Second Option 2 of the Lease was for a duration of five years through November 28, 2010.
 - The first Additional Term of the Lease was for a duration of five years through November 28, 2015.
 - The second Additional Term of the Lease, currently in effect, is for a duration of five years through November 28, 2020.
- C. The Original Lease together with this Amendment are collectively referred to herein as the "Lease."
- D. The Parties now desire to amend the Lease as stated in this Amendment.

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

1. TERM. The Parties acknowledge and agree the current term of the Lease is through November 28, 2020. Section 4(d) of the Original Lease is hereby amended as follows:

Following completion of the work described in Section 3 below, Lessee shall have the right of first refusal to extend this Lease for two (2) consecutive additional five (5) years terms going through November 28, 2030.

2. RENT. The current rent payment as of the date of this First Amendment is \$3.68 per occupied vendor space per market day. All terms of Section 5 of the Original Lease shall remain in effect.
3. WORK TO BE DONE BY LESSEE: Section 6(d) of the Original Lease is hereby amended and the following is added as a second paragraph:

In exchange for the terms stated in the First Amendment, Lessee shall promptly have the entire Swap Meet area of the leased premises, comprising an area of approximately 405,000 square feet, repaved and restriped with two inches (2") of asphalt over petromat. This work shall be done by a licensed and insured contractor whose workers shall be paid California prevailing wages. The contractor shall be hired by Lessee; and Lessee shall be solely and fully responsible to pay contractor in full for this work. Lessor shall not be responsible in any way to pay contractor or any other party for this work. The second, third and fourth sentences of the first paragraph of this section shall not apply to this work.

4. NOTICES. Section 30 of the Original Lease is hereby amended as follows:

The current addresses for notice under the Lease are as follows:

If to Lessor: Riverside County Fair and National Date Festival
82-503 Hwy 111
Indio, CA 92201

If to Lessee: Maclin Markets, Inc.
7407 Riverside Dr.
Ontario, CA 91761

5. CAPITALIZED TERMS. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended.
6. AMENDMENT TO PREVAIL. The provisions of this Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.
7. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and

assigns of the parties hereto. If any provisions of this Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

8. **EFFECTIVE DATE.** This Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Dated: 11/8/16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

(SEAL)

LESSOR:
County of Riverside

By: [Signature]

Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Neal R. Kipnis, Deputy Co. Counsel

LESSEE:
Maclin Markets, Inc. dba Maclin Indio Open Air Market

By: [Signature]

Name: Gregory L. Hahn

Title: CEO/President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Bernardino)

On November 8, 2016 before me, **CYNTHIA TRUJILLO, NOTARY PUBLIC**

Date

Here Insert Name and Title of the Officer

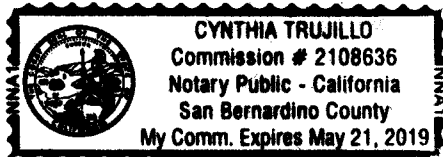
personally appeared Gregory L. Hahn - CEO President

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cynthia Trujillo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Amendment Document Date: 11/8/16

Number of Pages: 3 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gregory L. Hahn

☒ Corporate Officer — Title(s): CEO/President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Master Markets, Inc

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

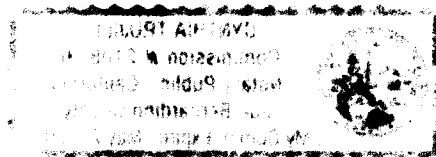
☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



MACLIN[®]
OPEN AIR
MARKETS
Maclin Markets Inc.

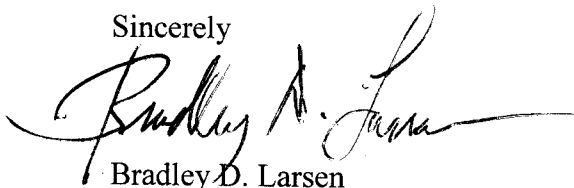
November 7, 2016

Mrs. Veronica Casper
County Fair Manager
Riverside County Fair & National Date Festival
82-503 Hwy 111
Indio, Ca 912201

Dear Veronica,

Maclin Markets, Inc Board of Directors authorize approval for Gregory L, Hahn, Chief Executive Officer/President of Maclin Markets, Inc to execute the First Amendment to Lease (South Parking Lot-Riverside County Fairgrounds) 82-503 Hwy 111, Indio, CA 92201

Sincerely

A handwritten signature in black ink, appearing to read "Bradley D. Larsen", with a long horizontal flourish extending to the right.

Bradley D. Larsen
Chairman of the Board