

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



ITEM: 3.13
(ID # 12756)

MEETING DATE:
Tuesday, June 30, 2020

FROM: FACILITIES MANAGEMENT AND TLMA:

SUBJECT: FACILITIES MANAGEMENT (FM-RE) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA): Ratification and approval of U.S. Government Lease for Real Property between the County of Riverside, Aviation Division, and United States of America, U.S. Customs and Border Protection, at Blythe Airport, District 4 [\$0], CEQA Exempt (Clerk to File Notice of Exemption)

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, Existing Facilities exemption, and Section 15601(b)(3), Common Sense exemption;
2. Ratify and approve the U.S. Government Lease for Real Property between the County of Riverside, Aviation Division, and United States of America, U.S. Customs and Border Protection, relating to 4.42-acres of real property located within the Blythe Airport at 16870 West Hobson Way, Blythe, California;
3. Authorize the Chairman of the Board of Supervisors to sign the attached U.S. Government Lease for Real Property on behalf of the County;

ACTION: Policy


Rose Salgado, Director of Facilities Management 6/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: FM-RE, TLMA

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

4. Authorize the Director of Facilities Management- Real Estate (FM-RE), or designee, to execute any additional documents required to complete the transaction, subject to approval by County Counsel; and

5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

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: 2019/20	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The County of Riverside, Facilities Management-Real Estate (FM-RE) on behalf of the Aviation Division, has negotiated a new U.S. Government Lease for Real Property (Ground Lease) with the Federal Government on behalf of U.S. Customs and Border Protection (CBP). The Ground Lease pertains to approximately 4.42-acres of non-aeronautical use property located at 16870 West Hobson Way, Blythe, CA 92225, commonly known to the County as the Blythe Airport, constituting a portion of APN's 824-020-005 and 824-080-006 (Leased Premises). The term of the new Ground Lease shall be for a five-year (5) period, three (3) years firm, and will commence retroactively on August 1, 2019. Unless earlier terminated, the expiration date of the Ground Lease shall be July 31, 2024.

At current, CBP has been on a month-to-month tenancy for a portion of the Leased Premises consisting of two parcels totaling 3.04-acres consisting of a portion of APN 824-080-006 (Block A and Block B) since June 30, 2010. During the month-to-month tenancy, CBP identified a need for additional land at Blythe Airport to accommodate overflow parking. The additional land consisted of 1.38 acres identified as a portion of APN 824-020-005 (Block C). As part of the Ground Lease, FM-RE negotiated a retroactive payment pertaining to the use of Block C during the month-to-month tenancy. The retroactive payment will be in the amount of \$23,322 and consist of use of the Block C from April 1, 2015 through July 31, 2019. Subsequent payments for use of Block C will be charged at \$325 per acre/per month, and totals \$448.50 per month. The market rate rent for Block A and Block B is set at \$325.00 per acre/per month, and totals \$988 per month.

The following illustrates the rent fee schedule calculated on an annual basis during the five-year period.

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

Block A and Block B

Rent Schedule	Annual Rent to be paid in monthly payments
08/01/2019 - 07/31/2020	\$11,856.00
08/01/2020 - 07/31/2021	\$11,856.00
Rent Schedule	Annual Rent to be paid in monthly payments
08/01/2021 - 07/31/2022	\$11,856.00
08/01/2022 - 07/31/2023	\$11,856.00
08/01/2023 - 07/31/2024	\$11,856.00

Block C

Rent Schedule	Annual Rent to be paid in monthly payments
08/01/2019 – 07/31/2020	\$5,382
08/01/2020 - 07/31/2021	\$5,382
08/01/2021 - 07/31/2022	\$5,382
08/01/2022 – 07/31/2023	\$5,382
08/01/2023 – 07/31/2024	\$5,382

Pursuant to the California Environmental Quality Act (CEQA), the Ground Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption, and State CEQA Guidelines Section 15061(b) (3), General Rule or “Common Sense” exemption. The proposed project, approval of the Ground Lease, is related to the leasing of property involving existing facilities, and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment since it is merely a continuation of existing use.

Staff recommends approval of the attached U.S. Government Lease for Real Property, which has been approved as to form by County Counsel.

Impact on Citizens and Businesses

CBP is one of the largest law enforcement organizations in the United States, which facilitates lawful international travel and trade. The non-aeronautical land at Blythe Airport provides CBP with sufficient ground space for their regional operations.

SUPPLEMENTAL:

Additional Fiscal Information

There is no net county cost and not budget adjustment required.

Attachments:

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

- U.S. Government Lease for Real Property
- CEQA NOE
- Site Map

JR:j/061020


Steven Atkeson 6/18/2020


Gregory F. Priamos, Director County Counsel 6/17/2020

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

6/30/20
Date

PR
Initial

NOTICE OF EXEMPTION

June 17, 2020

Project Name: Ratification and approval of U.S. Government Lease for Real Property between the County of Riverside, Aviation Division, and United States of America, U.S. Customs and Border Protection, at Blythe Airport

Project Number: ED1910012

Project Location: 16870 West Hobson Way, east of Mesa Drive, Assessor's Parcel Numbers (APNs) 824-020-005 and 824-080-006, Blythe, Riverside County, California, 92225 (See attached exhibit)

Description of Project: The County of Riverside, Facilities Management-Real Estate (FM-RE) on behalf of the Aviation Division, has negotiated a new U.S. Government Lease for Real Property (Ground Lease) with the Federal Government on behalf of the United States Customs and Border Protection (CBP). The Ground Lease pertains to approximately 4.42-acres of non-aeronautical use property located at 16870 West Hobson Way in Blythe, California, commonly known as the Blythe Airport, constituting a portion of APN's 824-020-005 and 824-080-006 (Leased Premises). The term of the new Ground Lease shall be for a five-year period, with three years firm, and will commence retroactively on August 1, 2019. Unless earlier terminated, the expiration date of the Ground Lease shall be July 31, 2024.

At current, CBP has been on a month-to-month tenancy for a portion of the Leased Premises consisting of two parcels totaling 3.04-acres consisting of a portion of APN 824-080-006 (Block A and Block B) since June 30, 2010. During the month-to-month tenancy, CBP identified a need for additional land at Blythe Airport to accommodate overflow parking. The additional land consisted of 1.38 acres identified as a portion of APN 824-020-005 (Block C). As part of the Ground Lease, FM-RE negotiated a retroactive payment pertaining to the use of Block C during the month-to-month tenancy. The retroactive payment will be in the amount of \$23,322 and consist of use of the Block C from April 1, 2015 through July 31, 2019. The ratification and approval of CBP for Real Property between the County of Riverside, Aviation Division, and United States of America is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

JUN 30 2020 313

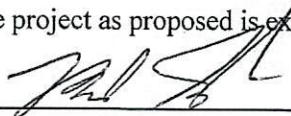
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. 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 involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to administrative and operation related provisions within the Lease Agreement which would not result in any physical direct or reasonably foreseeable indirect impacts to the environment. and no significant environmental impacts are anticipated to occur.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is the lease of property for use by the CBP. The lease is for the use of existing County-owned airport property and no physical changes would result from the use. The Lease Agreement would result in the continued use of existing infrastructure. The approval of the agreements will have the same purpose and substantially similar capacity, would be within the existing airport footprint, would be consistent with the existing land use, and would not result in an increase in capacity. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The lease of property by CBP is an administrative function and would result in the continued operation of the airport on the leased premises. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

6/17/20

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

Project Name: Customs and Border Protection Lease Agreement at Blythe Airport

Accounting String: 537080-22100-1910700000- ED1910012

DATE: June 17, 2020

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Real Estate Division

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: June 17, 2020
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # ED1910012**
Customs and Border Protection Lease Agreement at Blythe Airport

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600

Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
 (Short Form)**

1. LEASE NUMBER
 HSBP-7218-L-DA0908

PART I - OFFER (Offeror completes Section A, C and E; Government shall complete Section B and D)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code) Blythe BPS 16870 West Hobson Way Blythe, CA 92225	2. LOCATION(S) IN BUILDING		
	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>N/A</u> SURFACE <u>N/A</u>
	2c. SQ. FT. RENTABLE Total: <u>190,680 sf. (4.42 ac.)</u> <u>Block A and B: 3.04 acres</u> <u>Block C: 1.38 acres</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>Land</u>	ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED <u>N/A</u> SURFACE <u>N/A</u>

B. TERM

3a. Block A, Block B, and Block C: To Have and To Hold the said Premises with its appurtenances, for the term commencing August 1, 2019 through July 31, 2024 subject to termination and renewal rights as may be hereinafter set forth, for a period of five (5) Years, three (3) Years Firm.

3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than ninety (90) days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

3c. This Lease may be renewed at the option of the Government for five (5) one (1) year option periods at the rental rate(s) set forth below, provided notice is given to the Lessor at least sixty (60) days before the end of the original Lease term (ending July 31, 2024); provided further that adequate appropriations are made available by Congress from the year to year for the payment of rental subject to termination rights in paragraph 3b as set forth. All other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

*5a. AMOUNT OF ANNUAL RENT PLEASE SEE PARAGRAPH 15c.	5b. RATE PER MONTH \$ PLEASE SEE PARAGRAPH 15c.		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. <u>\$N/A</u>	6b. <u>\$N/A</u>	6c. <u>\$N/A</u>
7. OPERATING RENT	7a. <u>\$N/A</u>	7b. <u>\$N/A</u>	7c. <u>\$N/A</u>
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. <u>\$N/A</u>	8b. <u>\$N/A</u>	8c. <u>\$N/A</u>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. <u>\$N/A</u>	9b. <u>\$N/A</u>	9c. <u>\$N/A</u>
10. TOTAL RENT	10a. <u>\$N/A</u>	10b. <u>\$N/A</u>	10c. <u>\$N/A</u>
11. TENANT IMPROVEMENT COSTS <u>\$N/A</u>	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>\$N/A</u>		
13. HVAC OVERTIME RATE PER HOUR <u>\$N/A</u>	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>N/A</u>		

JUN 30 2020 3.13

08/01/2022 -07/31/2023	\$5,382
08/01/2023 -07/31/2024	\$5,382

15 d. The leased premises square footage differs from the previous lease (Block A and B) due to the expansion space for a parcel of land (200' x 300'), directly to the west of the station, consisting of 1.38 acres (Block C). Please see Exhibit A – Land Description and Exhibit B – Site Plan.

E. OWNER IDENTIFICATION AND CERTIFICATION


16. RECORDED OWNER			
16a. Name County of Riverside		16b. DUNS Number 129752791	
16c. Address 4080 Lemon Street, 14th Floor	16d. City Riverside	16e. State California	16f. ZIP + 4 92501

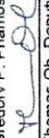
17. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations

18. OFFEROR'S INTEREST IN PROPERTY
<input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)

19. OFFEROR <input type="checkbox"/> Check if same as Recorded Owner
--

20a. NAME V. Manuel Perez	20b. ADDRESS	20c. CITY	20d. STATE	20e. ZIP + 4
20f. Title Chairman, Board of Supervisors	20g. E-mail address		20h. Telephone Number	
20i. OFFEROR'S SIGNATURE 			20j. DATE SIGNED JUN 30 2020	

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

Thomas Oh. Debuty, County Counsel

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Rider to Land Lease, (c) Exhibit A – Land Description, (d) Exhibit B – Site Map, and (e) Exhibit C – Site Improvements.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) CHATIGNY L. DAVIS	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE
--	--	----------

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

RIDER TO U.S. GOVERNMENT LEASE FOR REAL PROPERTY

1. Permitted Use: The Government shall have the exclusive use of the Premises to operate and maintain an entire Border Patrol Station and to conduct those operations and activities that are necessary or incident to the enforcement of customs and immigrations laws at the Border Patrol Station, which includes routine cooperation with and, as such, the routine presence of other Federal, state, and local agencies upon the Premises ("Permitted Use"). Lessee's Permitted Use of the Premises shall also include Lessee's use of vacant land for parking spaces.
2. Government Property. Unless otherwise agreed to by the parties, any and all improvements, equipment, or property that is placed upon Premises by the Government shall remain the property of the Government and upon the expiration or earlier termination of this Lease shall be removed by the Government in accordance with Paragraph 11 of this Rider to U.S. Government Lease for Real Property.
3. Real Estate Taxes. Lessor shall be responsible for the real estate taxes attributable to the Premises.
4. Limitation on Use. The Premises may only be used by the Government for the Permitted Use. Lessor agrees that it shall not take any action or permit a third party to take any action that will interfere with the Government's Permitted Use of the Premises.
5. Utilities. The Lessor is not responsible for providing or paying for the Government's utilities, e.g., telephone services.
6. Maintenance and Repairs. The Government agrees that Lessor is not responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property that the Government places upon the Premises.
7. Access to the Premises. Lessor and the Government agree that the Government's right of access to the Premises, which is granted by Lessor as a part of this Lease, shall be exercised in accordance with the following terms and conditions: The Government shall have 24-hours per day, 7-days-per-week access to the Premises and shall be permitted to access and use those portions of Lessor's property that are necessary for the Government's access to the Premises. The Government's right of access shall extend and apply to its employees, agents, and contractors.
8. Inspection of Premises. The Lessor may at reasonable times enter the Premises with a 24 hour prior notice to the authorized Government representative in charge, for the purpose of inspecting, monitoring, and evaluating the obligations of the Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a

Initials: Y M P & _____
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

right to do under this Lease.

9. Compliance with Applicable Law. The Government will comply with all Federal, State, and local laws that are applicable to the Permitted Use on the Premises as a Government Lessee; provided that nothing in this Lease shall be construed as a waiver of any sovereign immunity of the United States Government.
10. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use of the leased Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.
11. Removal of Government Property. Upon the expiration or earlier termination of this Lease, the Government, in its sole discretion, may remove any improvements placed upon the Premises by the Government or may abandon such improvements following expiration of the term, in which case the improvements so abandoned shall become the property of the Lessor.
12. Breach by Either Party. In the event of a material breach of any provision of this Lease by either party, the non-breaching party may cancel this Lease and seek any other available remedies, but only after the non-breaching party has delivered notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within sixty (60) days of receipt of the notice, or for either party, if the breach pertains to a matter other than the payment of any monies due under this Lease and the breaching party shall, after receipt of the notice, promptly commence to cure the breach within sixty (60) days after receipt of the notice. If such breach is non-monetary in nature and is not reasonably susceptible of being cured in sixty (60) days, the breaching party shall commence to cure such breach and diligently pursue such action with continuity to completion.
13. Termination by Lessor. Notwithstanding the provisions of Breach by Either Party, the Lessor shall have the right to immediately terminate this Lease for the following:
 - (a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.
 - (b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
14. Toxic Materials. During the term of the Lease and any extensions thereof, the Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the leased

Initials: J. M. P. & _____
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

Premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not store or transport on the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes,

toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in violation of any applicable environmental laws or regulations.

15. Free From Liens. Lessor is not responsible for any money that becomes due for any labor, services, material, supplies, or equipment, requested (or alleged to have been requested) by Lessee with respect to the leased Premises which was not otherwise requested by Lessor.
16. Employee and Agents of Lessee. It is understood and agreed that no person hired or engaged by Lessee shall also be considered an employee or agent of the Lessor as a result of Lessee's engagement.
17. Binding of Successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all parties thereto shall be jointly and severally liable hereunder.
18. Waiver of Performance. No waiver by Lessor 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.
19. 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.
20. Permits and Licenses. Lessor is not responsible to secure or maintain any necessary permits or licenses relating to Lessee's activities on the property.
21. Sublease and Assignment. The Government may not sublet any part of the Premises, nor may the Government assign all or any part of its rights or interests in this Lease. Any assignment or transfer of this Lease by Lessor requires written approval from the Government. The Government will not recognize any assignment or transfer of this Lease by Lessor in the absence of written approval from the Government. If, during the term of this lease, including any extensions or renewals thereof, title of Premises is transferred to another party either by sale, foreclosure, condemnation or other transaction, and the Lessor wishes to transfer or assign this Lease to the new owner, the Lessor shall be required to promptly notify the Government of said transfer and include

Initials: Y. M. P. & _____
LESSOR GOVT

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

the following information in the notification, which shall be reviewed by the Government in determining whether to recognize the proposed transfer or assignment:

- (i) A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- (ii) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this lease.
- (iii) A letter from the Lessor waiving all rights under this lease against the Government up to the effective date of transfer.
- (iv) The new owner's employer identification number or Social Security Number.
- (v) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership was created. If a realty trust, give names of all trustees and recording date of the trust.

If Lessee does not recognize the transfer or assignment, the Lessor shall continue to remain liable under the Lease terms.

- 22. Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
- 23. Integrated Agreement and Modifications in Writing. This Lease and any Exhibits or attachments hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. No alteration or variation of this Lease shall be valid unless made in writing and signed by the parties hereto.
- 24. Alterations. In carrying out the Permitted Use, the Government shall have the right during the term of this Lease to make modifications to any improvements, property, or equipment that are placed upon the Premises, to erect or place new improvements, property, or equipment upon the Premises, and to place signs upon the Premises; provided, however, that the Government shall consult with Lessor and obtain Lessor's prior written approval regarding the placement of new improvements. Lessor shall not unreasonably withhold its approval of new improvements that the Government deems necessary to the Permitted Use. In the event that the Government desires to materially change the Permitted Use, the Government shall obtain Lessor's prior written permission.

Initials: Y M P & _____
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

25. Responsibilities and Obligations. All rights, responsibilities and obligations of the Government as lessee hereunder shall be deemed to be those of DHS/Customs Border Protection, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the lease shall be taken by the Lessor against DHS/Customs Border Protection, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the lease shall be taken by DHS/Customs Border Protection.
26. Availability of Appropriations. The Government's responsibility under this Lease and every provision herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Funds are not presently available for performance under this Lease beyond September 30, 2020, and funds are only made available on a fiscal year law basis (October 1 through September 30). The Government's obligation for performance of this Lease beyond each fiscal law is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this Lease beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
27. No Waiver of Sovereign Immunity. Nothing herein shall require the Government to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee of the United States Government has the authority in law or the ability in fact to waive certain government rights, e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
28. Holdover. Should the Government holdover after the expiration of the Term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants, and conditions of this lease, provided adequate appropriations are provided by Congress for the payment of rent.
29. Governing Law. This Lease is governed by Federal law.
30. Condition of the Premises. Notwithstanding anything herein to the contrary, the Government agrees that it is familiar with the condition of the Premises and warrants that it has made its own inspection of the Premises and agrees that the foregoing is suitable to carry out the Permitted Use.

Initials: Y.M.P. & _____
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

31. Security Upgrades Due To Immediate Threat. The Government reserves the right, at its own expense and with its own personnel, to heighten security on the Premises under the Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.
32. No Presumption Against Drafting Party. All parties have had the opportunity to draft, review and edit the language of this Lease, and thus no presumption for or against any party arising out of the drafting of all or any part of this Lease shall be applied in any action relating to, connected with, or involving this Lease.
33. Authority. By his or her execution hereof, each of the persons signing on behalf of the entities party hereto hereby represents and warrants that each is fully authorized to act and execute this Lease on behalf of their respective party.
34. No Effect on Statutory Authority. Lessor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority the Government may have to access lands for purposes of patrolling the border and enforcing federal law.
35. Federal Tort Claims Act. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
36. SAM Registration. Lessor (or any future Lessor) must have an active registration in the System for Award Management (SAM) (via the Internet at <https://www.sam.gov>) prior to lease award (or lease transfer) and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually.
37. Headings. Section headings herein are included herein for the convenience of reference only and shall not constitute part of this Lease for any other purpose.
38. The Lessor warrants that it is the fee simple owner of the property that is the subject of this Lease and has the right to enter into this Lease and to grant Lessee exclusive access to the Premises. Lessor warrants that no third party has superior or conflicting rights and agrees to indemnify Lessee against any third party claim that Lessee does not have the right to occupy the Premises as set forth in this Lease.
39. The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.
40. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

Initials: V. M. P. & _____
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

- (a) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.
- (b) The following clauses are incorporated by reference:
- (1) 48 C.F.R. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
 - (2) 48 C.F.R. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
 - (3) 48 C.F.R. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
 - (4) 48 C.F.R. 52.233-1 DISPUTES (MAY 2014)
 - (5) 48 C.F.R. 552.270.20 PAYMENT (MAY 2011)
 - (6) 48 C.F.R. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
 - (7) 48 C.F.R. 552.270-31 PROMPT PAYMENT (JUN 2011)
41. Exhibits. Exhibits and Attachments are a part of this Lease insofar as they do not conflict with the terms and conditions of this Lease. If a conflict occurs, the terms and conditions of this Lease will take precedence.
42. Notices. All notices or correspondences shall be in writing, and shall be addressed to the respective parties as set forth below:

Lessor: County of Riverside
Aviation Division
4080 Lemon Street, 14th Floor
Riverside, CA 92501

Government: U.S. Department of Homeland Security Customs
and Border Protection
Facilities Management and Engineering
Border Patrol & Air and Marine (BPAM) Program Management Office
Attn: Leasing Branch
150 Westpark Way, Suite 200
Eules, TX 76040

Initials: Y. M. P. & _____
LESSOR GOV'T

ATTACHMENT NO. 1
BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

Alternatively, email notices may be sent as a valid form of notice and communication if to Customs and Border Protection Leasing Contracting Officer and County of Riverside Airport Manager, but only if receipt of the email is acknowledged by the recipient.

Initials: V. M. P. & _____
LESSOR GOV'T

EXHIBIT A

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

LAND DESCRIPTION

BLOCK A

Block A: A portion of the West half of Section 32, Township 6 South, Range 22 East, S.B.B. & M., being more particularly described by metes and bounds as follows: Commencing at the Southwest corner of said section 32; thence S89° 53' 40" B along the Southerly Line of said section a distance of 36.56 feet; thence N00° 37' 00" B a distance of 2584.57 feet to the true point of beginning of the parcel of land to be conveyed; thence continuing N00° 37' 00" E a distance of 89.20 feet; thence N89° 06' 00" E a distance of 262.43 feet; thence S17° 36' 00" W a distance of 90.56 feet; thence Southwesterly along a 50 foot radius curve tangent to the last described course through an angle of 71° 30' 00" a distance of 62.40 feet, thence S89° 06' 00" a distance of 158.87 feet; thence Northwesterly along a 30 foot radius curve tangent to the last described course through an angle of 91° 31' 00" a distance of 47.92 feet to the point of beginning.

And, in addition to the above, approximately one-third of an acre consisting of a 50 foot deep strip along the North side of the property to be used for secure parking and an additional strip 35' x 280' to be used for parking.

BLOCK B

Block B: All that real property in the County of Riverside, State of California, located within Section 32, Township 6 North, Range 22 East, San Bernardino Meridian, described as: Commencing at the United States Coast and Geodetic Survey Monument "E 133 Reset" which is a concrete post with a brass disk set in top having NGS Published coordinates of; North 2,169,049.66, East 7,030,501.79 (EPOCH 1992), in the California Coordinate System, NAD 83 Zone 6, from which the United States Coast and Geodetic Survey Monument "Fly," which is a concrete post with a brass disk set in top having NGS Published coordinates of; North 2,169,103.45, East 7,032,610.59 (EPOCH 1992) in the California Coordinate System, NAD 83 Zone 6 bears North 88° 32' 20" East, a distance of 2109.49 feet; thence North 50° 48' 32" East, a distance of 264.48 feet to the Point of Beginning and the Southwest corner of the lease boundary, marked by a concrete nail and tag stamped LS 7562, set in a fence post footing; thence North 0° 06' 01" East, a distance of 214.99 feet to the Northwest corner of Lease Boundary, marked by a 1-inch iron pipe tagged LS 7562; thence South 89° 57' 57" East, a distance of 344.68 feet to the Northeast corner of Lease Boundary, marked by a 1-inch iron pipe, tagged LS 7562; thence South 17° 02' 59" West, a distance of 217.06 feet to the Southeast corner of Lease Boundary, marked by a concrete nail, a tag stamped LS 7562 set in a fence post footing, from which said United States Coast and Geodetic Survey Monument "Fly" bears South 85° 44' 56" East, a distance of 1626.88 feet; thence South 88° 31' 20" West, a distance of 281.51 feet, to the Southwest corner of Lease Boundary and the Point of Beginning.

Distance contained in this description are grid. To obtain true ground distances multiply by 1.00005303.

Described Lease Boundary contains 1.52 acres (actual ground area).

BLOCK C

Block C: The property consists of 1.38 acres at the southeast corner of a larger tract of land at 17500 W. Hobson Way, Blythe, CA 92225. Legal description for the parent property is "300.73 ACRES M/L IN POR N 1/4 OF SEC 31 T6S R22E Township N 6 Acres 300.73 M/L Section 31 Portion 1/4 Range 22 Portion Direction N Range Direction E."

The approximate coordinates of the corners of the 1.38 acres are as follows:

SE corner: 33.609907, -114.709580
SW corner: 33.609878, -114.710430
NW corner: 33.610224, -114.710429
NE corner: 33.610232, -114.709568

Initials: Y. M. P. & _____
LESSOR GOV'T

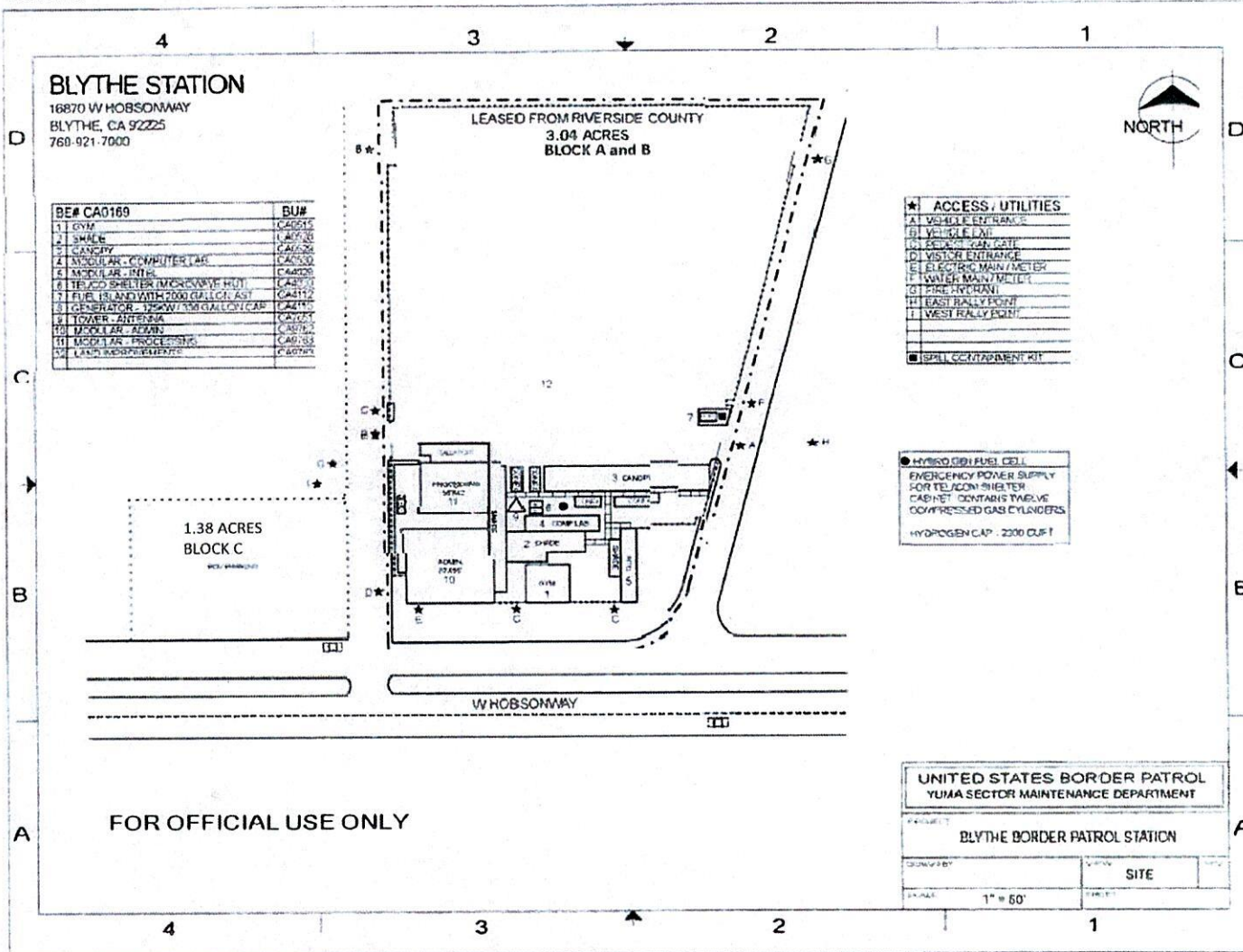
SITE MAP



Initials Y. M. P. & _____
LESSOR GOV'T

EXHIBIT C

SITE IMPROVEMENTS



Blythe BPS - LEASE NO. HSBP-7218-L-DA0908

Initials: LESSOR & GOVT

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
 (Short Form)**

1. LEASE NUMBER
 HSBP-7218-L-DA0908

PART I - OFFER (Offeror completes Section A, C and E; Government shall complete Section B and D)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code) Blythe BPS 16870 West Hobson Way Blythe, CA 92225	2. LOCATION(S) IN BUILDING		
	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>N/A</u>
	2c. SQ. FT. RENTABLE Total: <u>190,680 sf. (4.42 ac.)</u> <u>Block A and B: 3.04 acres</u> <u>Block C: 1.38 acres</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>Land</u>	2e. SURFACE <u>N/A</u> ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED <u>N/A</u> SURFACE <u>N/A</u>

B. TERM

3a. Block A, Block B, and Block C: To Have and To Hold the said Premises with its appurtenances, for the term commencing August 1, 2019 through July 31, 2024 subject to termination and renewal rights as may be hereinafter set forth, for a period of five (5) Years, three (3) Years Firm.

3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than ninety (90) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

3c. This Lease may be renewed at the option of the Government for five (5) one (1) year option periods at the rental rate(s) set forth below, provided notice is given to the Lessor at least sixty (60) days before the end of the original Lease term (ending July 31, 2024); provided further that adequate appropriations are made available by Congress from the year to year for the payment of rental subject to termination rights in paragraph 3b as set forth. All other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

*5a. AMOUNT OF ANNUAL RENT PLEASE SEE PARAGRAPH 15c.	5b. RATE PER MONTH \$ PLEASE SEE PARAGRAPH 15c.		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. <u>\$N/A</u>	6b. <u>\$N/A</u>	6c. <u>\$N/A</u>
7. OPERATING RENT	7a. <u>\$N/A</u>	7b. <u>\$N/A</u>	7b. <u>\$N/A</u>
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. <u>\$N/A</u>	8b. <u>\$N/A</u>	8c. <u>\$N/A</u>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. <u>\$N/A</u>	9b. <u>\$N/A</u>	9c. <u>\$N/A</u>
10. TOTAL RENT	10a. <u>\$N/A</u>	10b. <u>\$N/A</u>	10c. <u>\$N/A</u>
11. TENANT IMPROVEMENT COSTS <u>\$N/A</u>	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>\$N/A</u>		
13. HVAC OVERTIME RATE PER HOUR <u>\$N/A</u>	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>N/A</u>		

JUN 30 2020 3.13

D. OTHER REQUIREMENTS

15.

15a. Refer to: ATTACHMENT NO. 1 - RIDER TO LEASE NO. HSBP-7218-L-DA0908

15b. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.SAM.GOV](https://www.sam.gov), prior to final proposal revisions. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

15c. AMOUNT OF ANNUAL RENT

Block A and Block B (3.04 acres):

HOLDOVER RENT: The Lessee has continuously made monthly payments of \$600.00, in arrears, during the holdover period from April 1, 2011 to September 30, 2011, and \$597.02, in arrears, during the holdover period from October 1, 2011 to July 31, 2019 under Lease No. SPD-53-60.3 for 3.04 acres of land. The Lessor agrees and acknowledges that these payments constitute full payment for rent and any other charges or fees due and owing from April 1, 2011 through July 31, 2019 for this parcel of land. Lessor agrees, represents and warrants that Lessee does not owe rent or any other charges, fees, or damages to Lessor for use of this parcel of land for the period preceding August 1, 2019.

NEW LEASE: Rental payment beginning for the term of lease (August 1, 2019) will be \$988 per month (\$325.00 per acre/per month) to be paid in arrears, for annual rental rate of \$11,856.00.

Note: The Lessor acknowledges that Lessee has already paid \$5,373.18 for rental payments under this lease from August 1, 2019. Lessee owes \$3,518.82 for payment of rent through April 30, 2020.

Any amounts due will be issued in a series of payment or a lump sum payment, via electronic funds transfer. Lessee shall have 60 days from execution of lease to make payments due to Lessor under this Lease through April 30, 2020, contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

The Government shall pay the Lessor monthly rent (in arrears) as identified in the below table. Rent for a lesser period of a fiscal year shall be prorated and paid in arrears. All rental payments are subject to termination rights of Lessee.

Block A and Block B

Rent Schedule Annual Rent to be paid in monthly payments

08/01/2019 - 07/31/2020	\$11,856.00
08/01/2020 - 07/31/2021	\$11,856.00
08/01/2021- 07/31/2022	\$11,856.00
08/01/2022 -07/31/2023	\$11,856.00
08/01/2023 -07/31/2024	\$11,856.00

Block C (1.38 acres):

PRIOR USE: The Lessee agrees to pay \$23,322 for its use of land (consisting of 1.38 acres) from April 1, 2015 to July 31, 2019, which Lessor agrees and acknowledges will constitute full payment for rent and any other charges or fees due and owing for use of this parcel of land prior to August 1, 2019. This land was not previously under CBP's leasehold interest.

NEW LEASE: This land is now included in this Lease at a rental rate of \$448.50 per month (\$325 per acre/per month) beginning on August 1, 2019 to be paid in arrears, for an annual rental rate of \$5,382.

Any amounts due will be issued in a series of payment or a lump sum payment, via electronic funds transfer. Lessee shall have 60 days from execution of lease to make payments due to Lessor under this Lease through April 30, 2020, contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

The Government shall pay the Lessor monthly rent (in arrears) as identified in the below table. Rent for a lesser period of a fiscal year shall be prorated and paid in arrears. All rental payments are subject to termination rights of Lessee.

Block C

Rent Schedule Annual Rent to be paid in monthly payments

08/01/2019 – 07/31/2020	\$5,382
08/01/2020 - 07/31/2021	\$5,382
08/01/2021- 07/31/2022	\$5,382

08/01/2022 -07/31/2023	\$5,382
08/01/2023 -07/31/2024	\$5,382

15 d. The leased premises square footage differs from the previous lease (Block A and B) due to the expansion space for a parcel of land (200' x 300'), directly to the west of the station, consisting of 1.38 acres (Block C). Please see Exhibit A – Land Description and Exhibit B – Site Plan.

E. OWNER IDENTIFICATION AND CERTIFICATION

16. RECORDED OWNER

16a. Name County of Riverside		16b. DUNS Number 129752791	
16c. Address 4080 Lemon Street, 14th Floor	16d. City Riverside	16e. State California	16f. ZIP + 4 92501

17. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations

18. OFFEROR'S INTEREST IN PROPERTY
 OWNER AUTHORIZED AGENT OTHER (Specify)

19. OFFEROR Check if same as Recorded Owner

20a. NAME V. Manuel Perez	20b. ADDRESS	20c. CITY	20d. STATE	20e. ZIP + 4
20f. Title Chairman, Board of Supervisors	20g. E-mail address		20h. Telephone Number	

20i. OFFEROR'S SIGNATURE 	20j. DATE SIGNED JUN 30 2020
---	---------------------------------

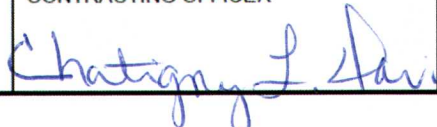
APPROVED AS TO FORM:
Gregory P. Pirmas, County Counsel


Thomas Oh, Deputy County Counsel

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Rider to Land Lease, (c) Exhibit A – Land Description, (d) Exhibit B – Site Map, and (e) Exhibit C – Site Improvements.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) CHATIGNY L. DAVIS	3b. SIGNATURE OF LEASE CONTRACTING OFFICER 	3c. DATE 8/24/2020
--	--	-----------------------

ATTEST:
KECIA R. HARPER, Clerk
By 
DEPUTY

RIDER TO U.S. GOVERNMENT LEASE FOR REAL PROPERTY

1. Permitted Use: The Government shall have the exclusive use of the Premises to operate and maintain an entire Border Patrol Station and to conduct those operations and activities that are necessary or incident to the enforcement of customs and immigrations laws at the Border Patrol Station, which includes routine cooperation with and, as such, the routine presence of other Federal, state, and local agencies upon the Premises (“Permitted Use”). Lessee’s Permitted Use of the Premises shall also include Lessee’s use of vacant land for parking spaces.
2. Government Property. Unless otherwise agreed to by the parties, any and all improvements, equipment, or property that is placed upon Premises by the Government shall remain the property of the Government and upon the expiration or earlier termination of this Lease shall be removed by the Government in accordance with Paragraph 11 of this Rider to U.S. Government Lease for Real Property.
3. Real Estate Taxes. Lessor shall be responsible for the real estate taxes attributable to the Premises.
4. Limitation on Use. The Premises may only be used by the Government for the Permitted Use. Lessor agrees that it shall not take any action or permit a third party to take any action that will interfere with the Government’s Permitted Use of the Premises.
5. Utilities. The Lessor is not responsible for providing or paying for the Government’s utilities, e.g., telephone services.
6. Maintenance and Repairs. The Government agrees that Lessor is not responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property that the Government places upon the Premises.
7. Access to the Premises. Lessor and the Government agree that the Government’s right of access to the Premises, which is granted by Lessor as a part of this Lease, shall be exercised in accordance with the following terms and conditions: The Government shall have 24-hours per day, 7-days-per-week access to the Premises and shall be permitted to access and use those portions of Lessor’s property that are necessary for the Government’s access to the Premises. The Government’s right of access shall extend and apply to its employees, agents, and contractors.
8. Inspection of Premises. The Lessor may at reasonable times enter the Premises with a 24 hour prior notice to the authorized Government representative in charge, for the purpose of inspecting, monitoring, and evaluating the obligations of the Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a

Initials: Y.M.P. & C.J.D.
LESSOR GOV'T

ATTACHMENT NO. 1
BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

right to do under this Lease.

9. Compliance with Applicable Law. The Government will comply with all Federal, State, and local laws that are applicable to the Permitted Use on the Premises as a Government Lessee; provided that nothing in this Lease shall be construed as a waiver of any sovereign immunity of the United States Government.
10. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use of the leased Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.
11. Removal of Government Property. Upon the expiration or earlier termination of this Lease, the Government, in its sole discretion, may remove any improvements placed upon the Premises by the Government or may abandon such improvements following expiration of the term, in which case the improvements so abandoned shall become the property of the Lessor.
12. Breach by Either Party. In the event of a material breach of any provision of this Lease by either party, the non-breaching party may cancel this Lease and seek any other available remedies, but only after the non-breaching party has delivered notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within sixty (60) days of receipt of the notice, or for either party, if the breach pertains to a matter other than the payment of any monies due under this Lease and the breaching party shall, after receipt of the notice, promptly commence to cure the breach within sixty (60) days after receipt of the notice. If such breach is non-monetary in nature and is not reasonably susceptible of being cured in sixty (60) days, the breaching party shall commence to cure such breach and diligently pursue such action with continuity to completion.
13. Termination by Lessor. Notwithstanding the provisions of Breach by Either Party, the Lessor shall have the right to immediately terminate this Lease for the following:
 - (a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.
 - (b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
14. Toxic Materials. During the term of the Lease and any extensions thereof, the Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the leased

Initials: Y.M.P. & C.J.H.
LESSOR GOVT

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

Premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not store or transport on the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes,

toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in violation of any applicable environmental laws or regulations.

15. Free From Liens. Lessor is not responsible for any money that becomes due for any labor, services, material, supplies, or equipment, requested (or alleged to have been requested) by Lessee with respect to the leased Premises which was not otherwise requested by Lessor.
16. Employee and Agents of Lessee. It is understood and agreed that no person hired or engaged by Lessee shall also be considered an employee or agent of the Lessor as a result of Lessee's engagement.
17. Binding of Successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all parties thereto shall be jointly and severally liable hereunder.
18. Waiver of Performance. No waiver by Lessor 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.
19. 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.
20. Permits and Licenses. Lessor is not responsible to secure or maintain any necessary permits or licenses relating to Lessee's activities on the property.
21. Sublease and Assignment. The Government may not sublet any part of the Premises, nor may the Government assign all or any part of its rights or interests in this Lease. Any assignment or transfer of this Lease by Lessor requires written approval from the Government. The Government will not recognize any assignment or transfer of this Lease by Lessor in the absence of written approval from the Government. If, during the term of this lease, including any extensions or renewals thereof, title of Premises is transferred to another party either by sale, foreclosure, condemnation or other transaction, and the Lessor wishes to transfer or assign this Lease to the new owner, the Lessor shall be required to promptly notify the Government of said transfer and include

Initials: Y. M. P. & C. J. H.
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

the following information in the notification, which shall be reviewed by the Government in determining whether to recognize the proposed transfer or assignment:

- (i) A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- (ii) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this lease.
- (iii) A letter from the Lessor waiving all rights under this lease against the Government up to the effective date of transfer.
- (iv) The new owner's employer identification number or Social Security Number.
- (v) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership was created. If a realty trust, give names of all trustees and recording date of the trust.

If Lessee does not recognize the transfer or assignment, the Lessor shall continue to remain liable under the Lease terms.

- 22. Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
- 23. Integrated Agreement and Modifications in Writing. This Lease and any Exhibits or attachments hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. No alteration or variation of this Lease shall be valid unless made in writing and signed by the parties hereto.
- 24. Alterations. In carrying out the Permitted Use, the Government shall have the right during the term of this Lease to make modifications to any improvements, property, or equipment that are placed upon the Premises, to erect or place new improvements, property, or equipment upon the Premises, and to place signs upon the Premises; provided, however, that the Government shall consult with Lessor and obtain Lessor's prior written approval regarding the placement of new improvements. Lessor shall not unreasonably withhold its approval of new improvements that the Government deems necessary to the Permitted Use. In the event that the Government desires to materially change the Permitted Use, the Government shall obtain Lessor's prior written permission.

Initials: Y.M.P. & [Signature]
LESSOR GOVT

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

25. Responsibilities and Obligations. All rights, responsibilities and obligations of the Government as lessee hereunder shall be deemed to be those of DHS/Customs Border Protection, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the lease shall be taken by the Lessor against DHS/Customs Border Protection, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the lease shall be taken by DHS/Customs Border Protection.
26. Availability of Appropriations. The Government's responsibility under this Lease and every provision herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Funds are not presently available for performance under this Lease beyond September 30, 2020, and funds are only made available on a fiscal year law basis (October 1 through September 30). The Government's obligation for performance of this Lease beyond each fiscal law is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this Lease beyond September 30, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
27. No Waiver of Sovereign Immunity. Nothing herein shall require the Government to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee of the United States Government has the authority in law or the ability in fact to waive certain government rights, e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
28. Holdover. Should the Government holdover after the expiration of the Term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants, and conditions of this lease, provided adequate appropriations are provided by Congress for the payment of rent.
29. Governing Law. This Lease is governed by Federal law.
30. Condition of the Premises. Notwithstanding anything herein to the contrary, the Government agrees that it is familiar with the condition of the Premises and warrants that it has made its own inspection of the Premises and agrees that the foregoing is suitable to carry out the Permitted Use.

Initials: &
LESSOR GOVT

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

31. Security Upgrades Due To Immediate Threat. The Government reserves the right, at its own expense and with its own personnel, to heighten security on the Premises under the Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.
32. No Presumption Against Drafting Party. All parties have had the opportunity to draft, review and edit the language of this Lease, and thus no presumption for or against any party arising out of the drafting of all or any part of this Lease shall be applied in any action relating to, connected with, or involving this Lease.
33. Authority. By his or her execution hereof, each of the persons signing on behalf of the entities party hereto hereby represents and warrants that each is fully authorized to act and execute this Lease on behalf of their respective party.
34. No Effect on Statutory Authority. Lessor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority the Government may have to access lands for purposes of patrolling the border and enforcing federal law.
35. Federal Tort Claims Act. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
36. SAM Registration. Lessor (or any future Lessor) must have an active registration in the System for Award Management (SAM) (via the Internet at <https://www.sam.gov>) prior to lease award (or lease transfer) and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually.
37. Headings. Section headings herein are included herein for the convenience of reference only and shall not constitute part of this Lease for any other purpose.
38. The Lessor warrants that it is the fee simple owner of the property that is the subject of this Lease and has the right to enter into this Lease and to grant Lessee exclusive access to the Premises. Lessor warrants that no third party has superior or conflicting rights and agrees to indemnify Lessee against any third party claim that Lessee does not have the right to occupy the Premises as set forth in this Lease.
39. The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.
40. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

Initials: *R.M.P.* LESSOR & *C.D.L.* GOV'T

ATTACHMENT NO. 1
BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

- (a) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.
- (b) The following clauses are incorporated by reference:
- (1) 48 C.F.R. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
 - (2) 48 C.F.R. 52.204-13 SYSTEM FOR AWARD MANAGEMENT
MAINTENANCE (JUL 2013)
 - (3) 48 C.F.R. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –
SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
 - (4) 48 C.F.R. 52.233-1 DISPUTES (MAY 2014)
 - (5) 48 C.F.R. 552.270.20 PAYMENT (MAY 2011)
 - (6) 48 C.F.R. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
 - (7) 48 C.F.R. 552.270-31 PROMPT PAYMENT (JUN 2011)
41. Exhibits. Exhibits and Attachments are a part of this Lease insofar as they do not conflict with the terms and conditions of this Lease. If a conflict occurs, the terms and conditions of this Lease will take precedence.
42. Notices. All notices or correspondences shall be in writing, and shall be addressed to the respective parties as set forth below:

Lessor: County of Riverside
Aviation Division
4080 Lemon Street, 14th Floor
Riverside, CA 92501

Government: U.S. Department of Homeland Security Customs
and Border Protection
Facilities Management and Engineering
Border Patrol & Air and Marine (BPAM) Program Management Office
Attn: Leasing Branch
150 Westpark Way, Suite 200
Euless, TX 76040

Initials: R.M.P. & C.J.D.
LESSOR GOV'T

ATTACHMENT NO. 1

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

Alternatively, email notices may be sent as a valid form of notice and communication if to Customs and Border Protection Leasing Contracting Officer and County of Riverside Airport Manager, but only if receipt of the email is acknowledged by the recipient.

Initials: *R. M. P.* & *C. J. D.*
LESSOR GOV'T

EXHIBIT A

BLYTHE BPS - LEASE NO. HSBP-7218-L-DA0908

LAND DESCRIPTION

BLOCK A

Block A: A portion of the West half of Section 32, Township 6 South, Range 22 East, S.B.B. & M., being more particularly described by metes and bounds as follows: Commencing at the Southwest corner of said section 32; thence S89° 53' 40" B along the Southerly Line of said section a distance of 36.56 feet; thence N00° 37' 00" B a distance of 2584.57 feet to the true point of beginning of the parcel of land to be conveyed; thence continuing N00° 37' 00" E a distance of 89.20 feet; thence N89° 06' 00" E a distance of 262.43 feet; thence S17° 36' 00" W a distance of 90.56 feet; thence Southwesterly along a 50 foot radius curve tangent to the last described course through an angle of 71° 30' 00" a distance of 62.40 feet; thence S89° 06' 00" a distance of 158.87 feet; thence Northwesterly along a 30 foot radius curve tangent to the last described course through an angle of 91° 31' 00" a distance of 47.92 feet to the point of beginning.

And, in addition to the above, approximately one-third of an acre consisting of a 50 foot deep strip along the North side of the property to be used for secure parking and an additional strip 35' x 280' to be used for parking.

BLOCK B

Block B: All that real property in the County of Riverside, State of California, located within Section 32, Township 6 North, Range 22 East, San Bernardino Meridian, described as: Commencing at the United States Coast and Geodetic Survey Monument "E 133 Reset" which is a concrete post with a brass disk set in top having NGS Published coordinates of; North 2,169,049.66, East 7,030,501.79 (EPOCH 1992), in the California Coordinate System, NAD 83 Zone 6, from which the United States Coast and Geodetic Survey Monument "Fly," which is a concrete post with a brass disk set in top having NGS Published coordinates of; North 2,169,103.45, East 7,032,610.59 (EPOCH 1992) in the California Coordinate System, NAD 83 Zone 6 bears North 88° 32' 20" East, a distance of 2109.49 feet; thence North 50° 48' 32" East, a distance of 264.48 feet to the Point of Beginning and the Southwest corner of the lease boundary, marked by a concrete nail and tag stamped LS 7562, set in a fence post footing; thence North 0° 06' 01" East, a distance of 214.99 feet to the Northwest corner of Lease Boundary, marked by a 1-inch iron pipe tagged LS 7562; thence South 89° 57' 57" East, a distance of 344.68 feet to the Northeast corner of Lease Boundary, marked by a 1-inch iron pipe, tagged LS 7562; thence South 17° 02' 59" West, a distance of 217.06 feet to the Southeast corner of Lease Boundary, marked by a concrete nail, a tag stamped LS 7562 set in a fence post footing, from which said United States Coast and Geodetic Survey Monument "Fly" bears South 85° 44' 56" East, a distance of 1626.88 feet; thence South 88° 31' 20" West, a distance of 281.51 feet, to the Southwest corner of Lease Boundary and the Point of Beginning.

Distance contained in this description are grid. To obtain true ground distances multiply by 1.00005303.

Described Lease Boundary contains 1.52 acres (actual ground area).

BLOCK C

Block C: The property consists of 1.38 acres at the southeast corner of a larger tract of land at 17500 W. Hobson Way, Blythe, CA 92225. Legal description for the parent property is "300.73 ACRES M/L IN POR N 1/4 OF SEC 31 T6S R22E Township N 6 Acres 300.73 M/L Section 31 Portion 1/4 Range 22 Portion Direction N Range Direction E."

The approximate coordinates of the corners of the 1.38 acres are as follows:

SE corner: 33.609907, -114.709580
SW corner: 33.609878, -114.710430
NW corner: 33.610224, -114.710429
NE corner: 33.610232, -114.709568

Initials: *V. M. P.* & *C. J. L.*
LESSOR & GOVT

SITE MAP



Initials *R.M.P.* & *C.J.D.*
LESSOR GOV'T

