

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



ITEM: 3.23
(ID # 13695)

MEETING DATE:
Tuesday, November 10, 2020

FROM: TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of Second Amendment to Lease Form between the County of Riverside and various Port-A-Port Owners at the French Valley Airport, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

Approve the Second Amendment to Lease Form, substantially to form, with port-a-port hangar owners at the French Valley Airport to extend the term period for ten years of the Leases with the respective Lessees listed on the attached Attachment A, subject to approval as to form by County Counsel, and

Authorize the Assistant County Executive Officer/TLMA, or designee, to execute the Second Amendment to Lease for the Leases at the French Valley Airport with the Lessees listed on Attachment A, subject to approval as to form by County Counsel.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: November 10, 2020
xc: TLMA-Aviation

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

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: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The TLMA – Aviation Division has received requests for Second Amendments to Leases from Thomas J. Bruther, Frank Davis, Jan DeJulio, Joe Diorio, Richard Kimball, MDS Alarms and AeroTrack, Inc., Eion McDowell, James L. Neeley, Bart Phillips, Verne Poole and Kristine Poole, Phil Roy, Kenneth Rauton, Richard Weiner, Donald Chapton, Dee Johnson, Mike Leckliter, Kimball Mckinney, James Scott, Debra Phillips, and John P. Wirt.

This second amendment to the lease extends the term of the lease from January 1, 2021 to December 31, 2030. The County of Riverside, as Lessor, entered into these certain leases with various port-a-port hangar owners at French Valley Airport on December 18, 1990, as amended by that First Amendment Lease French Valley Airport dated September 14, 2004 (collectively "Lease"), relating to, among other things, extending the term of the Lease from December 31, 2010 to December 31, 2020 and provide an option to extend the term for an additional ten years.

Impact on Residents and Businesses

The Lease extension for each port-a-port Lease continues the County's effort to support airport operations which also in turn provides increased patron activities for local businesses and community.

Additional Fiscal Information

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

ATTACHMENTS:

- Second Amendment to Lease FORM
- Attachment A List of Port-A-Port Lessees


Jason Farrin, Principal Management Analyst 11/4/2020


Gregory V. Priamos, Director County Counsel 10/30/2020

**Second Amendment to Lease
French Valley Airport
Port A Port**

This SECOND AMENDMENT TO LEASE (“Second Amendment”) is made and entered into on this ____ day of _____, 2020, by and between the **County of Riverside**, on behalf of its Transportation and Land Management Agency, Aviation Division, a political subdivision of the state of California, (“County”) and _____, a [INSERT LEGAL CAPACITY] (“Lessee”), with reference to the following:

RECITALS

WHEREAS, County and Lessee entered into that certain Lease (Port-A-Port T-Hangar for Aircraft Storage) at French Valley Airport, dated _____, (“Original Lease”), whereby, among other things, Lessee agreed to lease from County approximately ____ square feet of land located at the French Valley Airport known as Space # ____ (“Leased Premises”).

WHEREAS, the Lease was amended by that certain First Amendment to Lease dated _____, by and between County and Lessee; and

WHEREAS, Lessee now desires, pursuant to Section 3 of the Lease, to exercise its option to extend the term of the Lease for an additional period of ten (10) years on the same terms and conditions; and

WHEREAS, The Original Lease together with the First Amendment and this Second Amendment are collectively referred to herein as the “Lease;”

WHEREAS, County and Lessee now desire to amend the Lease to extend the Lease term for an additional ten (10) years;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease shall be modified as follows:

1. **Term.** Section 3 (Term) of the Lease is hereby amended by the following:
The term of the Lease shall be extended for ten (10) years, commencing

on January 1, 2021 ("Effective Date") and expiring on December 31, 2030. Any holding over by the Lessee after the expiration of the Lease shall be on a day-to-day basis strictly, and continuing tenancy rights shall not accrue to the Lessee.

2. Miscellaneous

a. Construction of Second Amendment. The parties hereto negotiated this Second Amendment at arm's length and with advice of their respective attorneys, and no provisions contained herein shall be construed against Lessor solely because it prepared this Second Amendment in its executed form.

b. Capitalized Terms/Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.

c. Further Cooperation. The parties agree to execute such other instruments, agreements and amendments to documents as may be necessary or appropriate to effectuate the Lease as amended by this Second Amendment.

d. Interpretation. This Second Amendment, when combined with the Lease and all amendments hereto, sets forth and contains the entire understanding and agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of this date.

e. Waivers; Amendments. All waivers of the provisions of this Second Amendment and all amendments hereto must be in writing and signed by the appropriate authorities of County and Lessee.

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

g. Effectiveness of Lease. Except as modified and amended by this Second Amendment all other terms and conditions of the Lease remain unmodified and in full force and effect. If any provisions of this Second 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 County or Lessee. Neither this Second Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

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

i. Effective Date. The Effective Date of this Second Amendment is the date provided above in Section 1 of this Second Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee hereto have executed this Second Amendment as of the dates set forth below.

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

LESSEE:
Company/Name

By: _____

By: _____
Name

Date: _____

Date: _____

ATTEST:
KECIA R. HARPER
Clerk of the Board

By: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
Synthia M. Gunzel
Chief Deputy County Counsel

ATTACHMENT A

List of Port a Port Lessees

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

1. Second 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 Donald Chaption successor in interest to Plant Equipment, Incorporated.
2. Second 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. Second 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 Aerotrack Inc., a California corporation, a Sole Proprietorship, successor in interest to Chuck Minert.
4. Second 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. Second 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, Lessee Bart Phillips successor in interest to George Hugh Savord or Melanie J. Savord.
6. Second 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, Lessee Richard Kimball successor in interest to Gordon Hood.
7. Second 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, Lessee Joe Diorio successor in interest to Ralph Daily.
8. Second 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, Lessee Thomas J. Bruther successor in interest to Reising Enterprises, Inc.
9. Second 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, Lessee Michael Leckliter successor in interest to Raymond Polizzi.

10. Second 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, Lessee Jan DeJulio successor in interest to Al Harriman.

11. Second 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, Lessee Richard Weiner successor in interest to P.C.H. Ruby, Inc.

12. Second 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. Second 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, Lessee Bart Phillips successor in interest to P.C.H. Ruby, Inc.

14. Second 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, Lessee Jan DeJulio successor in interest to Del Sol Corporation.

15. Second 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. Second 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, Lessee Kenneth Rauton successor in interest to John Merry and Catherine Merry.

17. Second 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, Lessee Joe Diorio successor in interest to Chuck Minert.

18. Second 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, Lessee Jan DeJulio successor in interest to William R. Hasvold.

19. Second Amendment to Lease between the County of Riverside and Donald Chapton for 1,092 square feet of improved land at French Valley Airport, commonly known as Space #19, Lessee Verne Poole and Kristine Poole successors in interest to Donald Chapton.

20. Second 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, Lessee Jan DeJulio successor in interest to Lowell W. Dexter.

21. Second 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, Lessee Richard Kimball successor in interest to Lowell W. Dexter.
22. Second 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, Lessee John P. Wirt successor in interest to Douglas Kulberg.
23. Second 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, Lessee Jan DeJulio successor in interest to Douglas Kulberg.
24. Second 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, Lessee Jan DeJulio successor in interest to Harold Wertz.
25. Second 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, Lessee Jan DeJulio successor in interest to Harry Freter.
26. Second 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, Lessee James Scott successor in interest to Harry Freter.
27. Second 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, Lessee Debra Phillips successor in interest to Kelly O'Neil.
28. Second 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, Lessee Jan DeJulio successor in interest to Harry Freter.
29. Second 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, Lessor Dee Johnson successor in interest to Harry Freter.
30. Second 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, Lessee Dee Johnson successor in interest to Harry Freter.
31. Second 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, Lessee Richard Weiner successor in interest to Harry Freter.

32. Second 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 DeJulio successor in interest to Harry Freter.

33. Second 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, Lessee Richard Kimball successor in interest to Bill Durenberger.

34. Second 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. Second 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.