

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



**ITEM: 3.24
(ID # 13746)**

MEETING DATE:

Tuesday, November 10, 2020

FROM: TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Consent to Assignment of Lease and Bill of Sale between Donald Besancon and Jan DeJulio at French Valley Airport, CEQA Exempt, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15601 (b)(3), "Common Sense" exemption;
2. **Approve** the attached Consent to Assignment of Lease, relating to that certain Lease Assignment, dated March 8, 2018, between Donald Besancon (Assignor) and Jan DeJulio (Assignee) for Port-a-Port T-Hangar Space No. 10 at French Valley Airport, and authorize the Chairman of the Board to execute the same on behalf of the County;
3. **Approve** the attached Consent to Bill of Sale, relating to that certain Bill of Sale, dated March 8, 2018, between Donald Besancon (Seller) and Jan DeJulio (Buyer) for Port-a-Port T-Hangar Space No. 10 at French Valley Airport, and authorize the Chairman of the Board to execute the same on behalf of the County; and
4. **Authorize** the Assistant County Executive Officer/TLMA, or designee, to execute any additional documents necessary for the Consent to Assignment of Lease and Consent to Bill of Sale, subject to approval 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 County of Riverside, Transportation and Land Management Agency/Aviation is in need to process a request from Jan DeJulio (“Buyer” or “Assignee”) to consent to the assignment of Donald Besancon’s interest as lessee in that certain Lease (Port-a-Port T-Hangar for Aircraft Storage), dated December 18, 1990, between the County of Riverside (“County”), as Lessor, and Al Harriman (“Original Lessee”) and as amended by that First Amendment to Lease dated September 14, 2004 (collectively, the “Lease”). Donald Besancon (“Lessee”), as successor-in-interest to the Original Lessee, desires to assign, and Assignee desires to assume, all of Lessee’s rights, title, interest, and obligations under the Lease. This consent was not submitted to the Board 2018, and Aviation is now submitting this request to ensure the file reflects this transaction.

The Lease pertains to that certain ground space containing approximately 1,092 square feet of land identified as Port-a-Port Space 10 (“Leased Premises”) located within the French Valley Airport in Murrieta, California, as more particularly depicted on Exhibit A to the Lease. Donald Besancon, as assignor, and Jan DeJulio, as assignee, entered into the certain Lease Assignment dated March 8, 2018 (“Assignment”) relating to the Lease. Jan DeJulio has also acquired from Donald Besancon an aircraft hangar space located on the Leased Premises, the sale of which is memorialized in that certain Bill of Sale dated March 8, 2018 (“Bill of Sale”). A copy of the Assignment and Bill of Sale are attached to the consent documents. The Assignment and Bill of Sale require County approval under the Lease. Jan DeJulio will not change the existing use of the Leased Premises. The Assignment and Bill of Sale will not impact the terms of the Lease.

Pursuant to the California Environmental Quality Act (CEQA), the Assignment and Bill of Sale were 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, the assignment of lease rights under an existing Lease and sale of the existing hangar, is 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.

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

Staff recommends approval of the attached Consent to Assignment of Lease and Consent to Bill of Sale. The attached Consent to Assignment of Lease and Consent to Bill of Sale have each been approved as to form by County Counsel.

Impact on Residents and Businesses

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

Additional Fiscal Information

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

Attachments

- Attachment A – Consent to Bill of Sale
- Attachment B – Consent to Assignment of Lease
- Attachment C – Original Lease and First Amendment
- Attachment D – Notice of Exemption

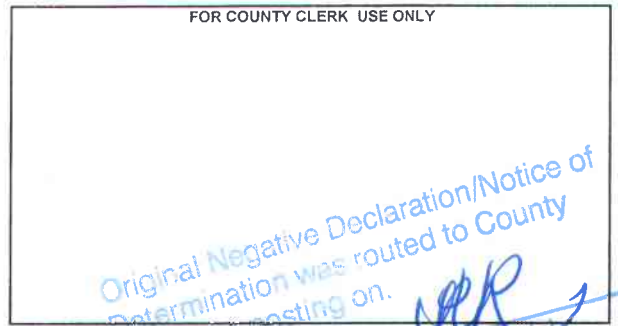


Jason Farin, Principal Management Analyst 11/4/2020



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

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



NOTICE OF EXEMPTION

4/13/20
Date

September 30, 2020

Project Name: Assignment of Lease Agreement and Bill of Sale for Port-a-Port Space 10 at French Valley Airport

Project Number: ED1910012

Project Location: 37600 Sky Canyon Drive, east of State Route 79, Assessor's Parcel Number (APN) 963-030-010, Murrieta, Riverside County, California, 92563

Description of Project: The County of Riverside, Transportation and Land Management Agency/Aviation received a request from Jan DeJulio (Buyer or Assignee) to consent to the assignment of Donald Besancon's interest as lessee in that certain Lease (Port-a-Port T-Hangar for Aircraft Storage), dated December 18, 1990, between the County of Riverside (County), as Lessor, and Al Harriman (Original Lessee) and as amended by that First Amendment to Lease dated September 14, 2004 (collectively, the Lease). Donald Besancon (Lessee), as successor-in-interest to the Original Lessee, desires to assign, and Assignee desires to assume, all of Lessee's rights, title, interest, and obligations under the Lease.

The Lease pertains to that certain ground space containing approximately 1,092 square feet of land identified as Port-a-Port Space 10 ("Leased Premises") located within the French Valley Airport in Murrieta, CA, as more particularly depicted on Exhibit A to the Lease. Donald Besancon, as assignor, and Jan DeJulio, as assignee, entered into the certain Lease Assignment dated March 8, 2018 ("Assignment") relating to the Lease. Jan DeJulio has also acquired from Donald Besancon an aircraft hangar space located on the Leased Premises, the sale of which is memorialized in that certain Bill of Sale dated March 8, 2018 ("Bill of Sale"). A copy of the Assignment and Bill of Sale are attached to the consent documents. The Assignment and Bill of Sale require County approval under the Lease. Jan DeJulio will not change the existing use of the Leased Premises. The Assignment and Bill of Sale will not impact the terms of the Lease.

Pursuant to Section 27 of the Lease, all assignments of the Lease require the prior written consent of the County. Therefore, the Board of Supervisors must approve the Consent to Bill of Sale and Assignment. The Assignment and Bill of Sale, and the respective County consent documents, do not modify the Lease.

The approval of the Bill of Sale and Assignment of the Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). The approval of the agreements is limited to a contractual obligation and will not result in any direct effects on the environment. The indirect effects of the approval of the agreements would result in the change of ownership of the business at French Valley Airport, which will also not result in any significant impacts.

Name of Public Agency Approving Project: Riverside County

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

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Attachment D
Notice of Exemption

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 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 does the project involve any unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The approval of the agreements would have no direct effects on the environment and the indirect effects would result in continuing use of the site in a similar capacity. No significant environmental impacts would occur with the approval of the Bill of Sale an Assignment of Lease.

- **Section 15301 –Existing Facilities:** This Class 1 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 limited to the approval of Assignment and Bill of Sale regarding approximately 1,092 square feet of land identified as Port-a-Port Space 10 within the French Vall ey Airport. The changes are limited to the change in ownership and responsibility for the terms of the Lease. The Consent to Assignment and Bill of Sale will have the same purpose and substantially similar capacity on the existing facilities at the airport and would be consistent with the existing land use and contractual requirements for the use of the site. 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 consent to the Assignment of Lease and Bill of Sale and is an administrative function, that is required as part of the terms of the Lease at the existing airport and would result in the continued operation of the airport on the leased premises under a different owner. 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.

Based upon the identified exemptions above, 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: _____

10/1/20

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Assignment of Lease Agreement and Bill of Sale for Hangar 10 at French Valley Airport

Accounting String: 537080-22100-1910700000- ED1910012

DATE: September 30, 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: Liliana Valle, Airport Manager Transportation Land Management Agency

-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: September 30, 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**
Assignment of Lease Agreement and Bill of Sale for Hangar 10 at French Valley
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

Attachment D
Notice of Exemption

Attachment A
Consent to Bill of Sale

CONSENT TO
BILL OF SALE

The County of Riverside, (County) hereby consents to the Bill of Sale (Bill of Sale) dated March 8, 2018 between Donald Besancon, an individual (Seller), and Jan DeJulio, an individual (Buyer), relating to the Port-a-Port aircraft hangar, located on Space 10 of the French Valley Airport, Murrieta, California. The Bill of Sale is attached hereto as Exhibit A and incorporated herein by this reference.

By consenting to the Bill of Sale, the County neither undertakes nor assumes nor will have any responsibility or duty to Buyer or to any third party to review, inspect, supervise, pass judgment upon or inform Buyer or any third party of any matter in connection with the subject aircraft storage hangar, whether regarding the quality, adequacy or suitability of the subject aircraft storage hangar for Buyer's proposed use, or otherwise. Buyer and all third parties shall rely upon its or their own judgment regarding such matters. The County makes no representations, express or implied, with respect to the legality, fitness, or desirability of the subject aircraft storage hangar for Buyer's intended use.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

Date: November 10, 2020

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

By: V. M. Perez
V. Manual Perez, Chairman
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

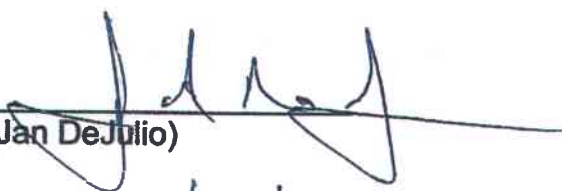
By: Priscilla Passo
Deputy

APPROVED AS TO FORM
GREGORY P. PRIAMOS, County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

[Jan DeJulio Acknowledgement on Following Page]

(Jan DeJulio), hereby acknowledges, agrees and consents to all of the terms set forth in this Consent to Bill of Sale.

By: 
(Jan DeJulio)

Dated: 10/1/20

EXHIBIT A

BILL OF SALE

(behind this page)

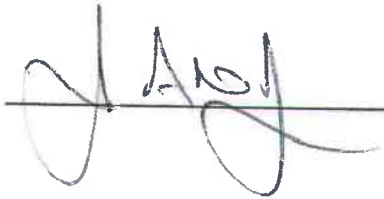
BILL OF SALE

I, Donald Besancon, sold to Jan DeJulio Hangar 10 at French Valley Airport as is where is for the sum of \$21,000 this date of March 1, 2018. Riverside County Assessor's 963030010-0 P O P HANGAR 10.

Signatures:

 Date: 3-8-2018

Donald Besancon

 Date: 3/8/2018

Attachment B
Consent to Assignment of Lease

CONSENT TO ASSIGNMENT OF LEASE

The County of Riverside, a political subdivision of the State of California, ("County") hereby consents to the assignment of Donald Besancon's, an individual, ("Assignor") interest as lessee in that certain Lease (defined below) to Jan DeJulio, an individual, ("Assignee"), as set forth in the Lease Assignment, dated March 8, 2018, attached hereto as Attachment "A" ("Assignment"). Pursuant to the Assignment, the Assignor, as successor in interest to the original lessee transferred and assigned to Assignee all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Lease (Port-a-Port T-Hangar for Aircraft Storage), dated December 18, 1990, between the County, as lessor, and Al Harriman, as lessee, ("Original Lessee"), as amended by that certain First Amendment to Lease French Valley Airport, dated September 14, 2004 (collectively, the "Lease"). The Lease pertains to that certain real property, located within French Valley Airport in Murrieta, California, that consists of approximately 1,092 square feet of land identified as Port-a-Port Space No. 10, as more particularly depicted in Exhibit "A" to the Lease. The Lease is attached hereto as Attachment "B".

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

[Remainder of Page Intentionally Blank]

[Signature on Following Page]

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

Date: November 10, 2020

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

By: V. M. Perez
V. Manual Perez, Chairman
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Priscilla Russo
Deputy

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

By: Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

EXHIBIT "A"

Assignment of Lease

(Attached behind this page)

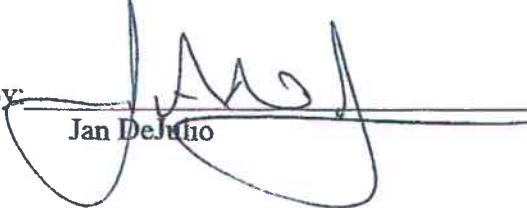
ASSIGNMENT

FOR THE VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Donald Besancon, an individual, ("Assignor") hereby transfers and assigns to Jan DeJulio, ("Assignee") dated 3/8/2018, all rights, title and interest and obligations ("Rights and Obligations") under that certain lease (Port a Port T hanger for Aircraft Storage) between the County as "lessor" and Donald Besancon an individual, as successor in interest to Al Harriman under the lease as lessee, as amended by that certain First Amendment to Lease French Valley Airport dated September 14, 2004 (collectively the "lease"). The lease pertains to that certain 1092 Square feet of land located at French Valley Airport in Murrieta, California including Port A Port #10 located thereon, as more particularly depicted in exhibit "A" to the Lease.

Dated: 3-8-2018 By: 
DONALD BESANCON

ACCEPTANCE AND AGREEMENT

The undersigned, Jan DeJulio an individual, named in the foregoing Assignment, hereby accepts said Assignment and hereby agrees to keep, perform and be bound by all of the terms, covenants and conditions in said lease on the part of the Lessee therein to be kept and performed to all intents and purposes and though the undersigned Assignee was the original Lessee there under.

Dated: 3/8/18 By: 
Jan DeJulio

Attachment C
Original Lease And First Amendment to Lease

"AP # 10

924



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

FROM: Economic Development Agency

SUBMITTAL DATE:
July 23, 2004

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

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

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

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

F:\Shared\EDCOM\AIRPORTS\FRVALLEY\Port A Ports\PAP 1st AMD F11 jul 2304.doc

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

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

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

C.E.O. RECOMMENDATION: **APPROVE** FORM APPROVED
COUNTY COUNSEL

County Executive Office Signature *Rhonda King* AUG 18 2004
Jordan V. Ubo

- Dep't Recomm: Policy
- Per Exec. Off: Policy
- Consent
- Consent

Prev. Agn. Ref.: Dec 18, 1990 3.49 | District: 3rd | Agenda Number:

3.18

(RECOMMENDED MOTION: CONTINUED)

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

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

First Amendment to Lease

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

Page 3 of 4

July 23, 2004

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

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

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

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

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

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

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

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

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

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

1 FIRST AMENDMENT TO LEASE
2 FRENCH VALLEY AIRPORT
3

4 The County of Riverside, herein called County, and Al Harriman entered into a
5 Lease which was approved by the Riverside County Board of Supervisors on
6 December 18, 1990, attached hereto as Exhibit A, for 1,092 square feet of improved
7 land at French Valley Airport commonly known as Space # 10.

8 County and Donald Besancon (successor in interest to Al Harriman), herein
9 called Lessee, hereby agree to amend the Lease between the parties as follows:

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

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

13 Model: C-182

14 Identification Number: N-52761

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

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

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

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

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

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

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

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

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

24 5. Basic Rental Adjustment

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

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

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

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

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

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

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

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

28 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 (e) General Insurance Provisions – All lines:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5
6 Date: 6-10-04

LESSEE
Donald Besancon

7
8
9 By: _____

By: *Donald Besancon*

10
11 Date: SEP 14 2004

LESSOR
COUNTY OR RIVERSIDE

12
13
14
15 By: _____

By: *Joy Wilson*
Chairman, Board of Supervisors

16
17 ATTEST:
NANCY ROMERO, Clerk of the Board

FORM APPROVED
WILLIAM C. KATZENSTEIN, County Counsel

18
19 By: *Corinne Daly*
Deputy

By: *Gordon V. Abo* 8/17/04
Deputy

20
21 (SEAL)
22 EXHIBIT A: Lease

23 F:\Shared\EDCOM\AIRPORTS\FR\VALLEY\Port A Ports\FIRST AMENDMENTS\PAP #10 Besancon 1st AMD mar 2404.DOC

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LEASE
(Port-a-Port T-Hangar for Aircraft Storage)

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

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

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

3. Term.

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

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

4. Basic Rent.

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

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

5. Basic Rental Adjustment.

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

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

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

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

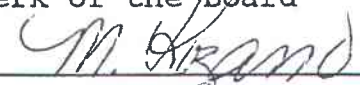
11 Dated: DEC 18 1990

COUNTY OF RIVERSIDE

12
13 By 
14 Chairman, Board of Supervisors

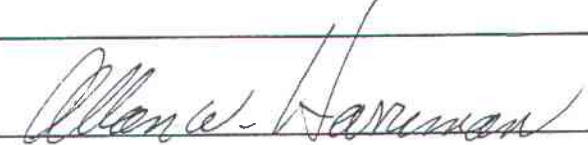
15 ATTEST:

16 GERALD A. MALONEY
17 Clerk of the Board

17 By 
18 Deputy

19 (SEAL)

20 Lessee: Al Harriman

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28 146lease
rev.8/15/90

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

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

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

10	<u>COUNTY</u>	<u>Lessee</u>
11	Economic Development Agency/ Aviation Unit	<u>Al Harriman</u>
12	3499 Tenth Street	<u>3016 Xana Way</u>
13	Riverside, CA 92501	<u>Carlsbad, CA 92009</u> <u>(614) 931-0718</u>

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

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

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

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

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

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

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

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

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

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

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

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

1 20. Hold Harmless.

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

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

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

28 21. Assignment.

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

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

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

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

12 18. Insurance. Lessee shall during the term of this
13 lease:

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

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

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

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

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

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

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

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

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

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

17 15. Termination by Lessee.

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

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

1 7. Restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

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

13 6. Improvements.

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

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

