

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



**ITEM: 3.29
(ID # 13959)**

MEETING DATE:
Tuesday, January 12, 2021

FROM: TLMA - AVIATION:

SUBJECT: TRANSPORTATION LAND MANAGEMENT AGENCY/AVIATION: Approval of Ownership donation of the surplus Blythe Airport generator shed to the Goodfellow Historical Foundation for a World War II aviation memorial at Flabob Airport in Riverside; Districts 2 and 4. [\$0 Total Cost]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize and approve the ownership donation of the surplus Blythe Airport generator shed to the Goodfellow Historical Foundation for a World War II aviation memorial at Flabob Airport in Riverside.

ACTION: Policy

Charissa Leach, Interim TLMA Director

12/15/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington 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: January 12, 2021

xc: 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 Transportation Land Management Agency/Aviation Division, has been approached by The Anciente and Secret Order of Quiet Birdman's historical arm, The Goodfellow Historical Foundation a 501(c)(3) organization to request donation of a surplus metal shed located at Blythe Airport. This shed will be installed at Flabob Airport in Riverside to serve as a World War II Aviation Memorial.

The Federal Aviation Administration (FAA) was notified and had no objections to the donation of the surplus shed.

Impact on Residents and Businesses

There is no impact to the residents or businesses in the County of Riverside.

Additional Fiscal Information

The Goodfellow Historical Foundation will be responsible for all costs involved in relocating this shed.

ATTACHMENTS:

- 1) Donation Agreement
- 2) Letter from The Anciente Society of Quiet Birdmen


Jason Farin, Principal Management Analyst 1/5/2021
 
Gregory V. Priantos, Director County Counsel 12/15/2020

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this 12th day of January, 2021 by and between the COUNTY OF RIVERSIDE, on behalf of its Transportation Land Management Agency - Aviation Division, a political subdivision of the State of California ("County" as Donor) and Goodfellow Historical Foundation, a Pennsylvania 501(c)(3) nonprofit corporation ("**Donee**"). Donee and Donor are sometimes individually referred to as "Party" and collectively as "**Parties**."

RECITALS

WHEREAS, Donor is the owner of certain real property located in Riverside County, State of California, consisting of a metal shed located at Blythe Airport, which was originally used as a generator shed by the Civil Aeronautics Agency on the lighted airways, and as more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, Donee has requested that the County donate the Property for the purpose of restoring the metal shed to original condition and installing it at Flabob Airport located in Riverside, California for an aviation public memorial; and

WHEREAS, County desires to donate and Donee desires to accept the donation of the Property for the above-mentioned purpose and for preservation purposes of shed to commemorate the Lighted Airways.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, Donee and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to Donee and Donee shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to Donee on _____, ("**Date of Transfer**"), by execution and delivery of a fully executed copy of this Donation Agreement and any other documents that may be necessary to evidence the transfer of the Property.

2. Obligations of Donor.

2.1 Fee Interest. Upon acceptance by Donee, Donor shall convey, assign and transfer its interest in the Property to Donee, in an as-is condition.

2.2 Representations and Warranties of Donor. Donor represents and warrants to Donee that:

2.2.1 No Other Agreements or Undertakings. Donor will not enter into any agreements or undertake any new obligations which will in any way burden, encumber or otherwise affect the Property; and

2.2.2 Disclosure. Donor has disclosed to Donee all information, records, and studies in Donor's possession in connection with the Property, including the condition of the Property. Donor does not make any representation or warranty regarding the contents or findings of such materials.

2.2.10 Notice of Changes. Donor shall promptly notify Donee of any facts that would cause any of the representations contained in this Agreement to be untrue. If Donee reasonably concludes that a fact materially and adversely affects the Property, Donee shall have the option, as its sole remedy, to terminate this Agreement by delivering written notice to Donor.

3. Possession. Possession of the Property shall be delivered to Donee at the Date of Transfer.

Donee Obligations. Donee shall be responsible for all costs and arrangements for relocating the Property from its current location to the Donee's desired destination, including securing any permits required. Donee accepts this Property as-is and releases the County from any and all claims in regards to the property. Donee acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

To the extent of the release set forth in this Section 3, Donee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code. During the removal of the shed, Donee shall ensure the ground is without any hazards and clean. All utilities shall be capped and any remaining protruding object removed to the acceptance of the County. Should the shed become destroyed in the relocation process, the Donee will remove all debris and clean up the area.

Donee Initials JOY

4. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Donee:

John Lyon
The Anciente and Secret Order of the Quiet Birdmen
4130 Mennes Avenue, Bldg. 39
Jurupa Valley, CA 92509

To Donor: County Airport Manager
TLMA- Aviation
4080 Lemon Street, 14th Floor
Riverside, CA 92501

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

5. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

6. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against Donee solely because it prepared this Agreement in its executed form.

7. Binding Effect on Donor. This Agreement is not binding on Donor until Donor's board of directors has adopted a resolution approving the transaction contemplated hereby.

8. Binding Effect on Donee This Agreement is not binding until approved and executed by the Chairman of the Board of Supervisors of the County.

9. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by Donee, Donee shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of Donee.

10. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

19. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

Signature Provisions on Following Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date and year set forth below.

Date: January 14, 2021

DONOR:

COUNTY OF RIVERSIDE

By: Karen S. Spiegel
KAREN SPIEGEL
Chair
Board of Supervisors

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

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

Date: 12/15/2020

DONEE:
THE GOODFELLOW HISTORICAL
FOUNDATION, INC.

By: [Signature]
Name: JOHN D LYON
Its: AGENT

~~By: _____
Name: _____
Its: _____~~

EXHIBIT "A"

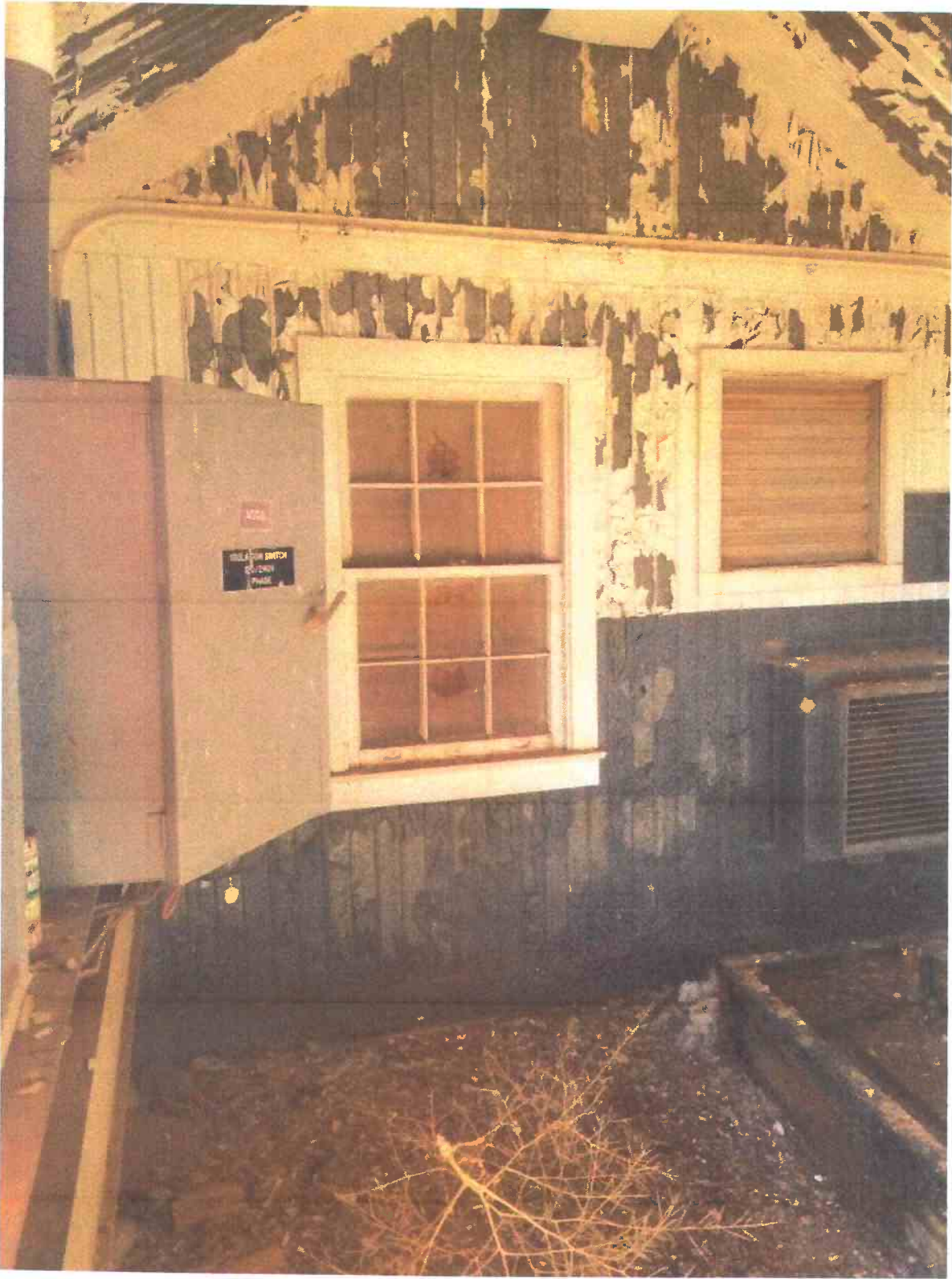
DEPICTION OF PROPERTY











Maxwell, Sue

From: cob@rivco.org
Sent: Monday, January 11, 2021 2:25 PM
To: COB; johndlyon@yahoo.com
Subject: Board comments web submission

Follow Up Flag: Follow up
Flag Status: Flagged



First Name: John
Last Name: Lyon
Address (Street, City and Zip): 5362 Carol Way, Jurupa Valley 92509
Phone: 3106505305
Email: johndlyon@yahoo.com
Agenda Date: 01/12/2021
Agenda Item # or Public Comment: 3-29
State your position below: Support
Comments: I am associated with the Goodfellow Historical Foundation, a 501(c)(3) which is the proposed done. I will be available to answer questions, but need not speak if there are no questions.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20212021. You will be muted until your item is pulled and your name is called. Please dial in at 9:30am with the phone number you provided in the form so you can be identified during the meeting.



The Ancient and Secret Order of Quiet Birdmen
4130 Mennes Avenue, Bldg. 39
Jurupa Valley, CA 92509

July 27, 2020

Liliana Valle
County Airport Manager
County Administrative Center
4080 Lemon Street, 14th Floor
Riverside, CA 92501

Dear Ms. Valle:

This is to request that Riverside County donate, or put on indefinite loan, to The Ancient and Secret Order of Quiet Birdman, and its 501(c)(3) historical arm, The Goodfellow Historical Foundation (GHF), an unused CAA generator shed located at the Blythe Airport (KBLH). This letter explains the reasons behind the request.

The Quiet Birdmen (QB) are the oldest social fraternity of pilots in the world, dating back to 1921. Its members played key roles in pioneering the lighted airways, during the period when the Post Office flew the Air Mail, and the next period in which the nation's infant airlines were formed and took over the work. The world headquarters of the Quiet Birdmen is located at Flabob Airport in Jurupa Valley, which is itself one of the nation's oldest airports, tracing its origin back to 1925.

Located adjacent to QB headquarters at Flabob is a genuine airways beacon and tower from the lighted airways. QB's lessor, The Tom Wathen Center, obtained this beacon and tower from the now-closed Rialto Airport, where it had served as the aerodrome beacon. Prior to that time, it was an airways beacon, located on one of the lighted airways, very probably the Los Angeles – Phoenix airway. Although fully functional, this beacon is not used for navigational purposes; rather, it is a memorial to the pioneers of the nation's airways. It is situated on a fifty-foot long concrete arrow, just as it would have been when it served on the airways. In those days, the arrow would have pointed along the direction of the airway, but because of its function as a memorial, the arrow points due West, signifying that those it honors have "Gone West." The concrete arrow, beacon, and generator shed, adjoin a park, now under construction, which will be open for the neighborhood and the public.

The lighted airways had beacons spaced approximately ten miles apart, so that an airplane flying the night air mail could navigate from one beacon to the next. Most of the beacons were located in remote locations, where electricity was not available. In these locations, electricity for the beacons was supplied by a generator housed in a generator shed located on the tail of the arrow. The fifty-foot concrete arrow at Flabob has a place for such a generator shed. It is proposed that the shed will contain, instead of a generator, artifacts, memorabilia and exhibits of the brave pilots who pioneered the early airways.

Riverside County has two authentic generator sheds, located at Blythe Airport. One of these is unused for any purpose, and is deteriorating. These sheds were originally located at Goffs, and were relocated to Blythe after World War II. It is the unused generator shed which the QB and the GHF seek to remove to Flabob, restore to original condition, and use as part of a memorial.

The Goodfellow Historical Foundation, historical preservation arm of QB, is a 501(c)(3) nonprofit corporation, EIN 20-1470445. On the following pages, I have provided photographs illustrating this request.

Very truly yours,

John D. Lyon, project manager

This is what the generator shed looks like at present.



This is what the generator shed will look like after it is restored. This restored generator shed is located at the Grants-Milan Airport, New Mexico. Photo Courtesy Airway Museum, Cibola County Historical Society:

