

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



ITEM: 3.25
(ID # 14839)

MEETING DATE:
Tuesday, April 13, 2021

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of Third Amendment to Lease between the County of Riverside and Desert Resorts Aviation, LLC, at Jacqueline Cochran Regional Airport to extend the term period for 15 years, District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Third Amendment to Lease between County of Riverside, a political subdivision of the State of California, and Desert Resorts Aviation, LLC, a California Limited Liability Company, at Jacqueline Cochran Regional Airport to extend the term period for fifteen years, subject to approval as to form by County Counsel; and
2. Authorize the Assistant County Executive Officer, or designee, to execute the Third Amendment to Lease for the Lease at Jacqueline Cochran Regional Airport with Desert Resorts Aviation, LLC.

ACTION:Policy

Charissa Leach, Interim TLMA Director

3/23/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: April 13, 2021
xc: Aviation

Kecia R. Harper
Clerk of the Board
By:
Deputy

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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, as Lessor, entered into that certain ground lease with Desert Resorts Aviation, LLC, a California Limited Liability Company, at Jacqueline Cochran Regional Airport on November 14, 2006. The Lease has been amended by that First Amendment Lease dated January 9, 2007 and that Second Amendment Lease dated April 10, 2007 (collectively "Lease").

The TLMA – Aviation Division received a timely request from Desert Resorts Aviation, LLC, to extend the term of the Lease from November 15, 2021 to November 14, 2036. The Third Amendment recommended for approval extends the term as requested.

Impact on Residents and Businesses

The lease extension 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:

- Original Lease
- First Amendment to Lease
- Second Amendment to Lease
- Third Amendment to Lease AATF

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



Jason Farin, Principal Management Analyst

4/6/2021



Gregory H. Priamos, Director County Counsel

3/24/2021



Ryan Yabko

3/24/2021

**Third Amendment to Lease
Jacqueline Cochran Regional Airport**

This THIRD AMENDMENT TO LEASE ("Third Amendment") is made and entered into on this 23RD day of MARCH, 2021, 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 Desert Resorts Aviation, LLC, a California Limited Liability Company, ("Lessee"), collectively referred to herein as the "Parties," with reference to the following:

RECITALS

WHEREAS, County and Lessee entered into that certain Lease at Jacqueline Cochran Regional Airport, dated November 14, 2006, ("Original Lease"), whereby, among other things, Lessee agreed to lease from County approximately 169.46 acres of vacant land ("Leased Premises") located at Jacqueline Cochran Regional Airport; and

WHEREAS, the Lease was amended by that certain First Amendment to Lease dated January 9, 2007, by and between County and Lessee, whereby, among other things, Lessee agreed to make available 6,000 parking spaces for County's use in connection with an air show or other aviation related events; and

WHEREAS, the Lease was amended by that certain Second Amendment to Lease dated April 10, 2007, by and between County and Lessee pertaining to Paragraph 40 of the Original Lease that the County would obtain authorization from the FAA for a land-use change for 229.46 acres including the Leased Premises for the land to be used for aeronautical purposes; and

WHEREAS, Lessee now desires, pursuant to Section 3(b) of the Original Lease, to exercise its option to extend the term of the Lease for an additional period of fifteen (15) years on the same terms and conditions; and

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

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

WHEREAS, County and Lessee now desire to amend the Lease to extend the Lease term for an additional fifteen (15) 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 fifteen (15) years, commencing on November 15, 2021 ("Effective Date") and expiring on November 14, 2036. 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 Third Amendment. The Parties hereto negotiated this Third 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 Third Amendment in its executed form.

b. Capitalized Terms/Third 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 Third 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 Third Amendment.

d. Interpretation. This Third 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 Third 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 Third Amendment all other terms and conditions of the Lease remain unmodified and in full force and effect. If any provisions of this Third 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 Third Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by

computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

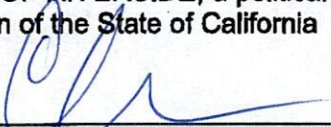
i. Effective Date. The Effective Date of this Third Amendment is the date provided above in Section 1 of this Third Amendment.

[SIGNATURES ARE IN THE FOLLOWING PAGE]

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

COUNTY:

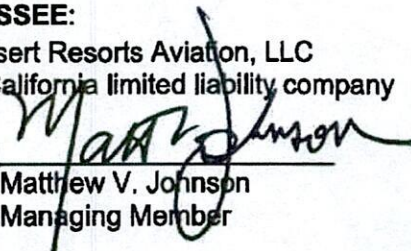
COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Charissa Leach
Assistant County Executive
Officer/TLMA

Date: 4/21/21

LESSEE:

Desert Resorts Aviation, LLC
a California limited liability company

By: 
Matthew V. Johnson
Managing Member

Date: 3/23/2021

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 
Ryan Yabko
Deputy County Counsel