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



ITEM: 3.57 (ID # 18087) MEETING DATE: Tuesday, January 25, 2022

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Consent to Lease Assignment and Assumption Agreement between TE Connectivity Corporation, a Pennsylvania corporation (successor-in-interest to Deutsch Electronic Components Division, a California corporation), ("Assignor") and Big Dog Properties LLC, a Nevada limited liability company, ("Assignee"); Hemet Ryan Airport, CEQA Exempt; District 3. [\$1,500 Total Cost – TLMA Aviation Revenue Fund 100%] (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. <u>Find</u> 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. <u>Approve</u> the attached, Consent to Lease Assignment and Assumption Agreement between Assignor and Assignee, and authorize the Chairman of the Board to execute the same on behalf of the County;
- 3. <u>Authorize</u> the Assistant County Executive Officer/TLMA, or designee, to execute any other related documents and administer all actions necessary to complete this transaction, subject to approval by County Counsel; and
- 4. **<u>Direct</u>** the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board of Supervisors.

ACTION:Policy

A Directo 1/19/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel 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 25, 2022
XC:	TLMA-Aviation, Recorder

Kecia R. Harper Clerk of the Boa Bv Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Т	otal Cost:	Ongoing	Cost
COST	\$1,500	\$0		\$1,500		\$0
NET COUNTY COST	\$0	\$0		\$0		\$0
SOURCE OF FUNDS: TLMA Aviation Revenue Fund 100% Budget Adjustment: No			No			
				For Fiscal Y	ear: 2021/22	!

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, as landlord, and TE Connectivity Corporation, a Pennsylvania corporation (successor-in-interest to Deutsch Electronic Components Division, a California corporation) ("TE Connectivity"), as lessee, entered into that certain Lease (Hemet-Ryan Airport) dated March 12, 1985 ("Lease"), pursuant to which TE Connectivity leases approximately 3 acres of vacant land, including, park and recreation improvements made by TE Connectivity, all located at the Hemet Ryan Airport in Hemet, California ("Hemet Ryan"). The term of the Lease is set to expire on January 31, 2025.

TE Connectivity, as lessee, has negotiated to assign its rights, title and interest in, to and under the Lease to Big Dog Properties, LLC, a Nevada limited liability company ("Big Dog"), and Big Dog will assume all obligations, covenants, conditions and agreements of the Lease ("Assignment"). The Assignment will be memorialized by a Lease Assignment and Assumption Agreement ("Assignment Agreement").

Pursuant to Section 24 of the Lease, all assignments of the Lease require the prior written consent of the County. Staff recommends that the Board of Supervisors approve the attached Consent to Lease Assignment and Assumption Agreement. The Assignment does not modify any terms of conditions in the Lease.

Pursuant to the California Environmental Quality Act (CEQA), the project was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities exemption, and State CEQA Guidelines 15061(b)(3), General Rule or "Common Sense" exemption. The proposed project, the Assignment, relates to the Lease involving existing facilities where 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 and will only have administrative and operational impacts.

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

County Counsel has reviewed and approved as to form the attached Consent to Lease Assignment and Assumption Agreement.

Impact on Citizens and Businesses

The Consent to Lease Assignment and Assumption Agreement will continue to support the County's effort for self-sustainment at the Hemet Ryan Airport through the generation of revenue from a non-aeronautical use lease.

SUPPLEMENTAL: Additional Fiscal Information

No net County cost will be incurred and no budget adjustment is necessary, however, the Transportation and Land Management Agency, Aviation Division has incurred costs associated with this transaction. County Counsel and Facilities Management costs to date in the approximate amount of \$1,500 will be reimbursed from the TLMA Aviation Revenue Fund.

Total	\$ 1,500
CEQA NOE	\$ 500
County Counsel Review	\$ 1,000

Attachments:

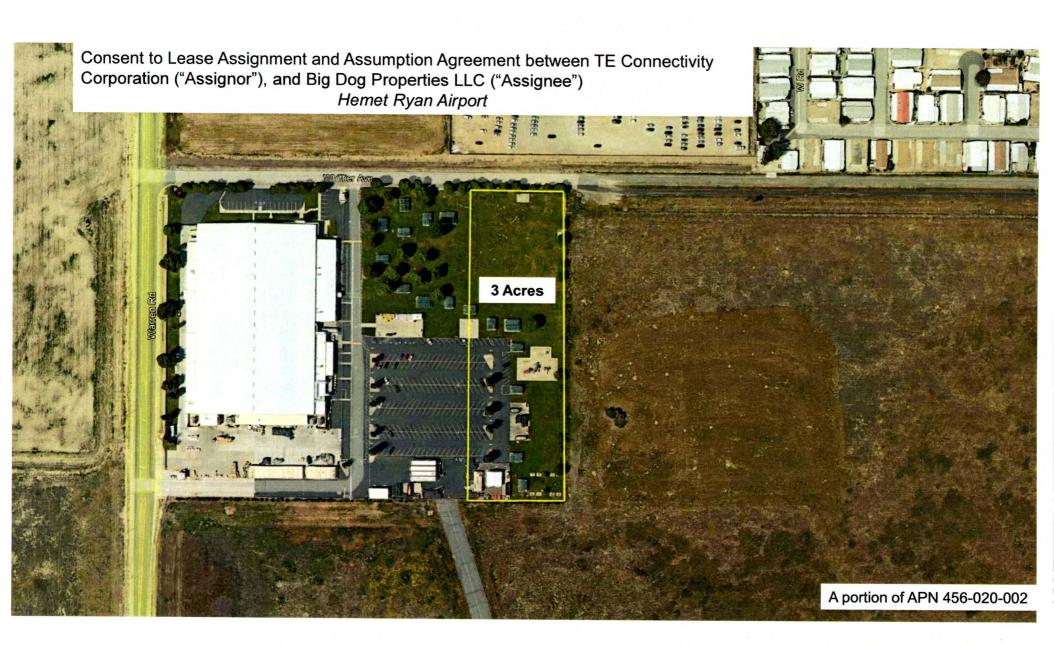
- Site Map
- Consent to Lease Assignment and Assumption Agreement
- Notice of Exemption (NOE)

Jason Farin, Principal Management Analyst

1/19/2022

Gregory V. Priarios, Director County Counsel

1/19/2022



CONSENT TO ASSIGNMENT AND RELEASE

THIS CONSENT TO ASSIGNMENT AND RELEASE (this "Agreement") is made as of Control 2022 by and among the County of Riverside, a political subdivision of the State of California ("Lessor"), TE Connectivity Corporation, a Pennsylvania corporation (successor-ininterest to Deutsch Electronic Components Division, a California corporation) ("TE") and Big Dog Properties, LLC, a Nevada limited liability company ("Assignee").

RECITALS

A. Lessor and TE are parties to that certain Lease (Hemet-Ryan Airport) dated March 12, 1985, a copy of which is attached hereto as **Exhibit A** (the "**Lease**") for approximately 3.00 acres of real property located at 5733 Whittier Avenue, Hemet, California ("**Premises**"), all as more particularly described in the Lease.

B. TE has entered into that certain Purchase and Sale Agreement dated March 29, 2021 (the "**Purchase Agreement**") with Assignee, which contemplates that TE will assign to Assignee TE's right, title and interest in the Lease pursuant to an Assignment and Assumption of Lease substantially in the form attached hereto as **Exhibit B** (the "Assignment").

C. As a condition to TE's obligation to assign its right, title and interest in the Lease to Assignee, pursuant to Section 8(d) of the Purchase Agreement, TE must obtain Lessor's consent to the assignment of Lease and Lessor's release of TE from any liability for any obligations arising under the Lease from and after the "Effective Date" of the Assignment to the expiration date of the Lease or any extension thereof.

D. TE shall not be released from any liability or any obligation arising under the Lease prior to the Effective Date of the Assignment.

E. Lessor desires to consent to TE's assignment of the Lease to Assignee and desires to release TE from any further liability under the Lease from and after the "Effective Date" pursuant to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Lessor consents to the assignment of the Lease to Assignee and assumption of the Lease by Assignee pursuant to the Assignment upon execution of the Assignment by TE and Assignee.

2. Lessor hereby agrees that from and after the "Effective Date" set forth in the Assignment, Lessor hereby releases and forever discharges TE, and its agents, partners, officers, employees and directors, and all of the respective personal representatives, successors and assigns

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of the foregoing, from any obligations, duties or responsibilities arising under the Lease from the Effective Date of the Assignment to the expiration date of the Lease or any extension thereof and any and all claims, actions, causes of action, liabilities, damages, demands, rights, costs and expenses, including, without limitation, attorneys' fees, expenses and costs, arising under, in connection with or related to the Lease from the Effective Date of the Assignment to the expiration date of the Lease or any extension thereof. For the avoidance of doubt, at the expiration of the Lease, Assignee shall be responsible for restoration of the Premises to its original shape and condition pursuant to Section 6(d) of the Lease, and Lessor hereby releases TE from any such restoration and surrender obligations.

3. From and after the "Effective Date" set forth in the Assignment, (i) Assignee shall have all rights and obligations of the "Lessee" under the Lease, (ii) Lessor shall look solely to Assignee for performance of the obligation of "Lessee" under the Lease, (iii) the term "Lessee" as used in the Lease shall refer to the Assignee, and (iv) the address for notices to "Lessee" under the Lease shall be:

Big Dog Properties, LLC 86 Innisbrook Avenue Las Vegas, NV 89113 Email: jimr@performancesteel.com

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their permitted successors and assigns.

5. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

(Signature pages follow immediately)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

County of Riverside, a political subdivision of the State of California

Bv

Jeff/Hewitt, Chairman Board of Supervisors JAN 2 5 2022

ATTEST: KECIA R. HARPER Clerk of the Board

By: Deputy

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

By:

Ryan Yabko Deputy County Counsel

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TE:

TE Connectivity Corporation, a Pennsylvania corporation

By: ______ Name: ____ mune Ner Title:

Lee S. Zimmerman Vice President, Global Real Estate IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNEE:

Big Dog Properties, LLC, a Nevada limited Jability company

By: 0 Name: DANID ALTER Title: CFO

Exhibit A

LEASE

(follows)

file LEASE 1 (Hemet-Ryan Airport) 2 3 COUNTY OF RIVERSIDE, herein called Lessor, leases to DEUTSCH ELECTRONIC COMPONENTS DIVISION, a California corporation, 4 herein called Lessee, the property described below upon the 5 following terms and conditions: 1. <u>Description</u>. The premises leased hereby are located within Hemet-Ryan Airport, Hemet, California, and consist of one parcel of unimproved land, totaling approximately 3 acres, as more particularly described on Exhibit "A", attached hereto and by this 6 7 8 reference made a part of this lease. 2. Use. The premises are leased hereby for the purpose of constructing, operating and maintaining recreational park 9 facilities for the use of Lessee, officers, agents, employees and 10 quests. 11 3. Term. 12 (a) The term of this lease shall be for a period of forty (40) years, commencing February 1, 1985, and terminating 13 January 31, 2025, subject to the provisions contained in Any holding over by Lessee Paragraphs 16, 17 and 21(d) herein. 14 after the expiration of this lease shall be on a day-to-day basis strictly, and continuing tenancy rights shall not accrue to 15 Lessee. 16 4. <u>Basic Rent</u>. Lessee shall pay to County the sum of \$6600.00 per year as basic rent for the leased premises, payable, 17 in advance. 18 Basic Rental Adjustment. The basic annual rent shall 5. be adjusted every year during the term of this lease in the 19 following manner: 20 (a) Divide the Consumer Price Index for the month of 21 November, 1984, into the Consumer Price Index for the month of Novmber immediately preceding the anniversary in which the basic 22 annual rent is to be adjusted. (b) Multiply the quotient obtained in Paragraph 5(a) 23 above by the basic annual rent. 24 (c) The result of such multiplication obtained in Paragraph 5(b) above shall be the annual rent for the succeeding 25 year. 26 The Consumer Price Index referred to herein is 27 the All Urban Consumers (U.S. City Average) published monthly by the U.S. Bureau of Labor Statistics. The Consumer Price Index for the month of November, 1984, is 315.3. If the Consumer Price 28 GERALD J. GEERLINGS COUNTY COUNSEL 1 SUITE 300 3535 - JOTH STREET VERSIDE, CALIFORN

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· 1 2 3	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.
4	6. On-Site Improvements by Lessee.
5	(a) Lessee, at its expense, shall construct, or
6	cause to be constructed, upon the leased premises on-site improvements consisting of recreational park facilities. Such
7	construction shall commence no later than six (6) months after the term of this lease commences and shall be completed within
8	eighteen (18) months after such construction commences, subject to causes beyond Lessee's control relating to acts of God, acts of war, civil disorders or other similar acts.
9	(b) Such improvements, and any other improvements,
	alterations and installation of fixtures, to be undertaken by Lessee shall have the prior written approval of County after
	Lessee has submitted to County proposed plot and building plans, and specifications therefor, in writing. Such approval by County shall not be unreasonably withheld. Upon such approval, Lessee
	shall complete such improvements in strict compliance with said plans and specifications.
14	(c) Following completion of such improvements,
	Lessee shall submit to County: (1) itemized statement(s) showing the entire cost of such improvements, alterations and fixtures,
	and (2) a complete set of "As Built" drawings showing every detail, latent or otherwise, of such improvements, alterations and fixtures, including, but not limited to, electrical circuitry and
17	plumbing.
18	(d) All such improvements, alterations and fixtures, (including, but not limited to, trade fixtures as that term is
	used in Section 1019 of the Civil Code) shall remain the property of Lessee: provided, however, that Lessee removes, at its expense,
	such improvements, alterations and fixtures at or prior to the expiration of this lease and restores the leased premises to their
	original shape and condition as nearly as practicable. In the event Lessee does not so remove such improvements, alterations and
	fixtures, they shall become the property of County for no further consideration of any kind except as provided in Paragraph 20
	herein, and Lessee shall execute any documents that may be required or necessitated conveying its interest in such
	improvements, alterations and fixtures to County.
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26	cause to be constructed, off-site street improvements by extending
. 27	to, the northerly boundary of the leased premises hereunder, and
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COUNTY COUNSEL SUITE 300 3535 - 107H STREET HIVERSIDE, CALIFORNIA	2

1	Plan and such standards and specifications as are prescribed by County's Road Commissioner.
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3	(b) Lessee, at its expense, shall construct and install, or cause to be constructed and installed, off-site water
4	main improvements by extending the 12 inch water main under and along the southerly one-half of Whittier Avenue that it is required to construct with respect to the leased premises
5	hereunder. Such water main extension shall be constructed and
6	installed along and within such horizontal alignments as are reasonably required and approved by County's Road Commissioner and
7	in accordance with plans and specifications therefor being first approved by Eastern Municipal Water District.
8	(c) Lessee, at its expense, shall extend and/or
9	connect, or cause to be extended and/or connected, to the on-site improvements required in Paragraph 6(a) herein such electrical.
10	gas, water and sewer service facilities and any other utility service facilities that may be required or desired by Lessee in
11	its use, operation and maintenance of such on-site improvements. After such extensions and connections have been made, Lessee shall
	be responsible for the payment for the use of such utility
12	services.
13	(d) Construction of the off-site improvements
14	referred to in Paragraphs 7(a) and 7(b) herein shall commence no later than one (1) month after the term of this lease commences
15	and shall be completed within two (2) months after such construction commences, subject to causes beyond Lessee's control
16	relating to acts of God, acts of war, civil disorders or other similar acts.
17	(e) Construction of the off-site improvements
18	referred to in Paragraphs 7(a) and 7(b) herein shall be subject ref the provisions contained in Paragraphs 6(b) and 6(c) herein, and p upon completion of such off-site improvements, they shall become p
19	the property of County.
20	8. Signs. Lessee shall not erect, maintain or display
21	any signs or other forms of advertising upon the leased premises without first obtaining the written approval of County, which
22	approval shall not be unreasonably withheld.
23	9. <u>Maintenance</u> .
24	(a) Lessee shall maintain the leased premises and the improvements to be constructed thereon in a neat, safe,
25	orderly and attractive condition during the term of this lease, and Lessee shall provide for the sanitary handling and disposal of
26	all refuse accumulated as a result of Lessee's use of the leased premises and the improvements thereon. In addition, the exterior
27	and the interior of the improvements to be constructed upon the leased premises shall be maintained in good working condition and
28	repair during the term of this lease.
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(b) In the event of damage or destruction of all or any part of the improvements to be constructed upon the leased premises rendering said premises unusable, for the purposes set forth in Paragraph 2 herein, in whole or in part, Lessee shall repair such damage or destruction with due diligence in accordance with Paragraphs 6(b) and 6(c), but only to the extent of the insurance coverage required by this lease.

10. County's Reserved Rights.

(a) The leased premises are accepted by Lessee 6 subject to any and all existing easements or other encumbrances, and County shall have the right to enter upon the leased premises 7 and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, 8 connections, water, oil and gas pipelines, and telephone and telegraph power lines and such other facilities and appurtenances 9 necessary or convenient to use in connection therewith, over, in, upon, through, across and along the leased premises or any part thereof. County shall cause the surface of the leased premises to 10 be restored to its original condition upon the completion of any 11 construction by County or its agents. In the event such construction renders any portion of the leased premises unusable, the rent shall abate pro rata as to such unusable portion during 12 the period of such construction. Any right of County set forth in this paragraph shall not be exercised unless a prior written 13 notice of thirty (30) days is given to Lessee; provided, however, 14 in the event such right must be exercised by reason of emergency, then County shall give Lessee such notice in writing as is 15 reasonable under the existing circumstances. 16

(b) County reserves the right to take any action it
considers necessary to protect the aerial approaches of the
Hemet-Ryan Airport against obstruction, together with the right to
prevent Lessee from erecting or permitting to be erected, any
building or other structure on the Hemet-Ryan Airport which, in
the opinion of County, would limit the usefulness of the
Hemet-Ryan Airport or constitute a hazard to aircraft.

<u>Inspection of Premises</u>. County, through its duly
 authorized agent, shall have, at any time during normal business
 hours, the right to enter the leased premises for the purpose of
 inspecting, monitoring and evaluating the obligations of Lessee
 hereunder and for the purpose of doing any and all things which it
 obligated and has a right to do under this lease.

24 12. <u>Quiet Enjoyment</u>. Lessee shall have, hold and quietly enjoy the use of the leased premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this lease.

13. <u>Compliance with Government Regulations</u>. Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which

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1 may be hereafter in force, pertaining to the leased premises. The final judgment, decree or order of any court of competent 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 5 14. Accounting Records and Documents. 6 (a) Lessee shall maintain accounting records and supporting documents in connection with the improvements referred 7 to in Paragraph 6 herein. 8 (b) County shall have the right to examine and inspect such records and documents referred to in Paragraph 6(c) 9 subject to reasonable notice, in writing, to Lessee. 10 15. Discrimination or Segregation. 11 (a) Lessee shall not discriminate in Lessee's recruiting, hiring, promotion, demotion or termination practice on 12 the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to its use of the leased premises hereunder, and Lessee shall comply with the provisions of the California Fair Employment Practice Act (Labor Code Sections 1410, 13 14 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-252) and 15 all amendments thereto, Executive Order No. 12246 (30 Federal Register 12319), as amended, and all Administrative Rules and 16 Regulations issued pursuant to said Acts and Orders with respect to its use of the leased premises. 17 (b) Lessee shall not discriminate against or cause 18 the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, 19 physical handicap, medical condition or marital status, in the occupancy, use, tenure or enjoyment of the leased premises, nor 20 shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of 21 discrimination or segregation with reference to the selection, location, number, use or occupancy of any persons within the 22 leased premises. 23 (c) Lessee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, to 24 insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 49 CFR, Part 21, with respect to its use of the leased premises. Lessee further assures that no 25 26 person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered herein with respect to its use of the leased premises. Lessee 27 further assures that it will require that its subcontractors and independent contractors provide assurance to Lessee that they 28 5

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	similarly will undertake affirmative action programs and that they will require assurances from their subcontractors and that they
	will require assurances from their subcontractors and that they contractors, as required by 49 CFR, Part 21, to the same effect with respect to their use of the leased premises.
	16. <u>Termination by County</u> . County shall have the right to terminate this lease:
ł	(a) In the event a petition is filed for voluntary
. (or involuntary bankruptcy for the adjudication of Lessee as
5	(b) In the grant that the
8	assignment on terror did over the bessee makes a general
9	creditors.
10	(c) In the event of abandonment of the leased premises by Lessee.
11	
12	provided, however that Tagener is and the seconder
13	which to connectly that hessee shall have thirty (30) days in
14	1
15	or observe any of its duties or oblighting further to perform, keep
16	however, that County shall have thirty (30) days in which to
17	the event such breach or design to rided, further, however, that in
18	of the premises affected thereby in its entirety or as to any portion
19	and any days written notice to County.
20	premises shall be taken by in any portion of the leased
21	Paragraph 2 herein, this lease shall, as to the part taken,
22	date of prejudgment possession obtail vest in the condemnor, or the
23	hereunder shall abate pro rate of is earlier, and the rent payable
24	lease as of the date when title to the right to terminate this
25	the leased premises are taken by rejudgment possession. If all of
26	purposes set forth in Paragraph 2 hore rendered unusable for the
27	except as provided in Paragraph 20 braised premises be so taken,
28	awarded upon such taking chall be merein, all compensation
COUNTY COUNSEL	shall have no claim thereto, and Lessee hereby assigns to County
SUITE 300 3535 - 10TH STREET RIVERSIDE, CALIFORNIA	6
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1	any right to compensation or damages, or both, to which Lessee may be entitled by reason of such taking.
2	
3	19. <u>Continuation of Lease after Abandonment</u> . Even though Lessee has abandoned the leased premises, this lease shall continue in effect for so long as County does not terminate
4	Deside a right to possession, and County may onforce all of the
5	to, the right to recover rent as it becomes due becomes
6	preservation or efforts by County to relet the premiers
7	interest under this lease do not constitute a torrightion of
8	Lessee's right to possession.
	20. Reimbursement to Lessee. In the event this lease is
9	comminated as provided in paragraphs 17 and 18 horoin County
10	shall reimburse Lessee with an amount of money equal to the actual costs incurred by Lessee for any improvements, alterations or installation of fixtures including, but not limited to, trade
11	I TACULES as that term is used in Section 1019 of the Civil Code
12	contained in Paragraphs 6(a), 6(b) and 6(c) herein, provisions
13	this lease, by using a straight-line depreciation schedule which
14	somedule shall commence on the completion date of such
	improvements, alterations or fixtures and terminate twenty (20) years thereafter or on the termination date of this lease as set
15	1 101 cm in raladiaba 3 nerein, whichever is earlier, provided
16	equal to any proceeds of insurance received by Lasson to any
17	notwithstanding, shall not apply to any such improvements
18	alterations or fixtures removed by Lessee in accordance with the provisions contained in Paragraph 6(d) herein.
19	21. <u>Insurance</u> . Lessee shall during the term of this lease:
20	Tense!
21	(a) Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.
22	(b) Procure and maintain comprehensive general
23	for damages for personal injury, including accidental and wrongful
24	death, as well as from claims for property damage, which may arise
25	from Lessee's use of the leased premises or the performance of its obligations hereunder, whether such use or performance be by
25	indirectly by either of them. Such insurance shall name County or
27	obligations of Lessee hereunder. Such insurance shall provide for
28	Timites of not less than \$500,000.00 per occurrence.
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1	(c) Procure and maintain fire and extended coverage
2	and installed upon the leased premises in an amount not loss than
3	alterations and fixtures. Such insurance shall name County as
4	additional insured with respect to this lease and the obligations of Lessee hereunder.
5	(d) Cause its insurance carrier(s) to furnish County
6	insurance is in full force and effect, and that County is named as
7	obligations of Lessee hereunder. Further said cortificate(a)
8	(90) days written notice shall be given to County prior to
9	modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage of any such modification, cancellation or
10	reduction in coverage and on the effective date thereof, this lease shall terminate forthwith, unless County receives prior to
11	such effective date another certificate from an insurance carrier of Lessee's choice that the insurance required herein is in full
12	force and effect. Lessee shall not take possession or otherwise use the leased premises until County has been furnished
13	certificate(s) of insurance as otherwise required in this Paragraph 21.
14	22. County's Reserved RightsInsurance. County reserves
15	the right to adjust the monetary limits of insurance coverage as required in Paragraph 21 herein every other year during the term
16	lease; provided, however, that any adjustment herein shall not
17	increase said monetary limits of insurance coverage for the preceding two (2) years in excess of twenty percent (20%) thereof.
18	23. Hold Harmless.
19	(a) Lessee represents that it has inspected the
20	any and all risks incidental to the use thereof. County shall not
21	independent contractors for any personal injury or property damage
22	dangerous conditions in, on, upon or within the leased promiser
23	provided, however, that such dangerous conditions are not caused by the negligence of County, its officers, agents or employees.
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(b) Lessee shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connected to the 24 25 26 27 from its use and responsibilities in connection therewith of the leased premises or the condition thereof, and Lessee shall defend, 28

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•••	at its expense, including attorney fees, County, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions.
*	3 Paragraph 21 beroin shall insurance limits required in
	 Paragraph 21 herein shall in no way limit or circumscribe Lessee's digations to indemnify and hold County free and harmless herein.
	ductes or obligations have any manner any of ite rights
	shall not be unreasonable with being first obtained, which consent
	understand(s) and not this Paragraph 24, Lessee expressly
	respect to any and all of the obligations and duties contained in this lease.
	25. Right to Encumber (Dicht in a
10	
11	
12	Denerit of a lender have of ussign, or both, for the
13	I mortgage or other committee thereof by a deed of truck
14	I the Encumbrancer is an entitie From Soury note of Legens if
15	association or insurance company, and the prior written consent of County shall not be required:
16	
17	foreclosure under the trust deed, judicial foreclosure, or an assignment in lieu of foreclosure; or,
18	
19	savings and loan association and is an established bank.
20	under an assignment in 11 of the sale, or is the assignee
21	forthwith gives notice the event the Encumbrancer
22	transfer, setting forth the name and address of the
23	to perform all of the oblightered assuming and agreeing
24	together with a copy of the document by which such transfer was made.
25	Any Provel
26	Any Encumbrancer described in Paragraph 25(a)(2) above which is the transferee under the provisions of Paragraph 25(a)(1) above shall be liable to perform the obligations and duties of Lessee under this lease only so lorg and
27	holds title to the length and
28	leasehold hereunder, except as provided for in Paragraph 25(a)(2)
GERALD J. GEERLINGS COUNTY COUNSEL SUITE 300 3535 - 10TH STREET	9
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GERALD J. GEERLING COUNTY COUNSEL SUITE 300 3535 - JOTH STREET RIVERSIDE, CALIFORM

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-	above, shall not be made without the prior written consent of
2	County and shall be subject to the conditions relating thereto as set forth in Paragraph 24 herein.
-	to to the start of
3	Lessee shall give County prior notice of any
4	such trust deed, and shall accompany such notice with a true conv
-	of the trust deed and note secured thereby.
5	(h) Distant Providence of Prov
	(b) <u>Right of Encumbrancer to Cure</u> . County agrees that it will not terminate this lease because of any default or
6	breach hereunder on the part of Lessee if the Encumbrancer under
-	the trust deed, within ninety (90) days after service of written
7	notice on the Encumbrancer by County of its intention to terminate
8	this lease for such default or breach shall:
° I	
9	(1) Cure such default or breach if the same
_	same can be cured by the payment or expenditure of money
10	provided to be paid under the terms of this lease; provided, however, that for the purpose of the foregoing,
	the Encumbrancer shall not be required to pay money to
11	cure the bankruptcy or insolvency of Lessee; or,
12	
	(2) If such default or breach is not so
13	curable, cause the trustee under the trust deed to
	commence and thereafter diligently to pursue to completion
14	steps and proceedings for judicial foreclosure, the exercise of the power of sale under and pursuant to the
	trust deed in the manner provided by law, or accept from
15	Lessee an assignment in lieu of foreclosure, and keep and
16	perform all of the covenants and conditions of this lease
	requiring the payment or expenditure of money by Lessee
17	until such time as said leasehold shall be sold upon
	foreclosure pursuant to the trust deed, be released or reconveyed thereunder, be sold upon judicial foreclosure
18	or be transferred by deed in lieu of foreclosure.
19	
10	26. Free from Liens. Lessee shall pay, when due, all
20	sums of money that may become due for any labor, services,
	material, supplies, or equipment, alleged to have been furnished
21	or to be furnished to Lessee, in, upon, or about the leased
	premises, and which may be secured by a mechanics, materialmen's or other lien against the leased premises or County's interest
22	therein, and will cause each such lien to be fully discharged and
· 23	released at the time the performance of any obligation secured by
	such lien matures or becomes due; provided, however, that if
24	Lessee desires to contest any such lien, it may do so, but
	notwithstanding any such contest, if such lien shall be reduced to
25	final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so
26	stayed, and said stay thereafter expires, then and in such event,
20	Lessee shall forthwith pay and discharge said judgment.
27	
	27. Employees and Agents of Lessee. It is understood and
28	agreed that all persons hired or engaged by Lessee shall be
GERALD J. GEERLINGS	considered to be employees or agents of Lessee and not of County.
COUNTY COUNSEL SUITE 300	10
3535 - 10TH STREET RIVERSIDE, CALIFORNIA	

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	그는 방송 전에 집에 가지 않는 것을 하는 것이 같이 가지 않는 것이 많은 것을 많은 것을 했다.
1	28. <u>Binding on Successors</u> . Lessee, its assigns and successors in interest, shall be bound by all the terms and
2	conditions contained in this lease, and all of the parties thereto shall be jointly and severally liable hereunder.
3	29. Waiver of Performance. No waiver by County at any
4 5	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.
6	30. <u>Severability</u> . The invalidity of any provision in this lease as determined by a court of competent jurisdiction
8	shall in no way affect the validity of any other provision hereof.
9	31. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:
10	County: Lessee:
11	
12	County of RiversideDeutsch Electronic ComponentsAviation DepartmentDivision3562 Tenth St.7001 W. Imperial Highway
13	Riverside, CA 92501 Los Angeles, CA 90045 Attn: Alex Deutsch
14	or to such other addresses as from time to time shall be
15	designated by the respective parties.
16	32. <u>Permits, Licenses and Taxes</u> . Lessee shall secure, at its expense, all necessary permits and licenses as it may be
17	required to obtain, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee
18 19	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.
20	33. Venue. Any action at law or in equity brought by
21	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
22	competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law
23	providing for a change of venue in such proceedings to any other county.
24	34. Attorneys' Fees. In the event of any litigation or
25	arbitration between Lessee and County to enforce any of the provisions of this lease or any right of either party hereto, the
26	unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including
27	reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.
28	Judgmond Lendered in outh Intraction of arbitracton.
COUNSEL TE 300	11
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35. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this lease. 36. <u>County's Representative</u>. County hereby appoints the Aviation Director as its authorized representative to administer this lease. 37. Acknowledgment of Lease by County. Upon execution of this lease by the parties hereto, this lease shall be acknowledged by County in such a manner that it will be acceptable by the County Recorder for recordation purposes, and thereafter, Lessee shall cause this lease to be recorded in the Office of the County Recorder of Riverside County forthwith and to furnish County with a conformed copy thereof. 38. Entire Lease. This lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This lease may be changed or modified only upon the written consent of the parties hereto. 39. Construction of Lease. The parties hereto negotiated this lease at arms length and with the advice of their respective attorneys, and no provisions contained herein shall be //// CERALD J CEERLINGS

COUNTY COUNSEL SUITE 300 3635 - JOTH STREET RIVERSIDE, CALIFORMA

construed against County solely because it prepared this lease in 1 its executed form. 2 Facsimile Signature affixed by Clerk per Dated: MAR 1 2 1985 3 Sec. 25103 Gov. Code COUNTY OF RIVERSIDE 4 . 0 a lr 5 B a uca Board of Supervisors Chairman, 6 ATTEST: 7 GERALD A. MALONEY Clerk of the Board 8 By Margaret ano 9 Deputy 10 (SEAL) 11 APPROVED AS TO FORM AND CONTENT 2/26 12 185 Dated: 13 GERALD J. GEERLINGS, County Counsel PETER H. /LYONS, Principal Deputy 14 Attorneys for County 15 By 16 DEUTSCH ELECTRONIC COMPONENTS 17 DIVISION, a California corporation 18 4.4 By 19 Don Lea President 20 Title: (Corporate Seal) 21 22 APPROVED AS TO FORM AND CONTENT: 23 Dated: 2 24 M 25 Attorney for Lessee PHL:rmh deutsch 26 rev1/3/85 27 28 GERALD J, GEERLINGS COUNTY COUNSEL SUITE 300 3535-10TH STREET 13

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPOSED INDUSTRIAL SITE FOR A 3 ACRE PARK AT HEMET-RYAN AIRPORT

That portion of the northwest one-quarter of the southwest one-quarter of Section 18, T.5S., R.1W., S.B.M., described as follows:

Commencing at the intersection of the southerly line of the northerly 44 feet of said northwest one-quarter of the southwest one-quarter with the easterly line of the westerly 44 feet thereof;

Thence S. 89°56'12"E. along said southerly line a distance of 660.20' to the TRUE POINT OF BEGINNING:

Thence continuing S. 89°56'12"E. along said southerly line of the northerly 44 feet a distance of 177.29 feet to beginning point of circular curve bending to the south; Thence continuing along 7°30'46" circular curve a

distance of 22.99 feet;

Thence due south, parallel with the westerly line of said southwest one-quarter a distance of 657.2 feet; Thence N. 89°56'12"W., parallel with the northerly

line of said southwest one-quarter a distance of 200.00 feet to said westerly line of parcel which is 660.2 feet S. 89°56'12"E. of the westerly 44 feet of said northwest one-quarter of the southwest one-quarter;

Thence due north along said westerly line a distance of 660.2 feet to the true point of beginning.

Containing 3.03 acres, more or less.

EXHIBIT "A" Page 1 of 2

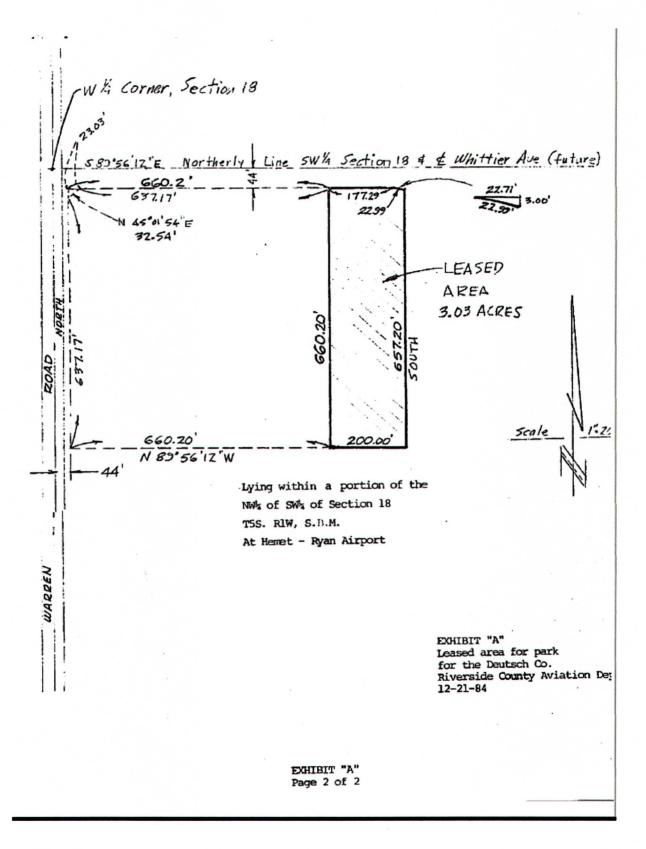


Exhibit B

ASSIGNMENT

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is effective as of the _____day of ______, 202___ ("Effective Date") by and between TE CONNECTIVITY CORPORATION, a Pennsylvania corporation, ("Assignor"), and BIG DOG PROPERTIES, LLC, a Nevada limited liability companh ("Assignee").

RECITALS

WHEREAS, Assignor, as successor by name change to Tyco Electronics Corporation, a Pennsylvania corporation, as successor by merger to Deutsch Engineered Connecting Devices, LLC, a Delaware corporation, as successor by conversion to Deutsch Engineered Connecting Devices, Inc., a Delaware corporation, as successor in leasehold interest to The Deutsch Company, a California company, as successor by merger to Deutsch Electronic Components Division, a California corporation, as tenant, leases from the County of Riverside, California ("Riverside County"), as landlord, approximately 3.00 acres of land as more particularly described on Exhibit <u>A</u> attached hereto and located at or near 5733 Whittier Avenue, Hemet, California ("Leased Premises"), pursuant to that certain unrecorded Lease (Hemet-Ryan Airport) dated March 12, 1985 between Riverside County and Assignor (the "Lease");

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor and Assignee hereby act and agree as follows:

1. Assignor hereby assigns, sets over and transfers to Assignee without representation or warranty, all of Assignor's right, title and interest in and to the Lease.

2. Assignee hereby assumes and agrees to perform, fulfill and observe all of the covenants, agreements, obligations and liabilities of Assignor under the Lease arising from and after the Effective Date.

3. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Assignment shall be construed and enforced in accordance with and governed by the internal laws of the State of California. This Assignment shall bind and inure to the benefit nof Assignor and Assignee and their respective successors and assigns. Assignor and Assignee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individuals signing this Assignment each represent and warrant that he or she is fully empowered and authorized to do so. The parties

agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary or useful in carrying out the purposes of this Assignment.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, this Assignment is executed by Assignor as of the date and year first set forth above.

ASSIGNOR:

TE CONNECTIVITY CORPORATION, a Pennsylvania corporation

By:_____

Name:	
Title:	

IN WITNESS WHEREOF, this Assignment is executed by Assignee as of the date and year first set forth above.

ASSIGNEE:

BIG DOG PROPERTIES, LLC,

a Nevada limited liability company

By:_____

Name:_____

Title:_____

Exhibit A to Assignment and Assumption of Lease

(Leased Premises)

That portion of the northwest one-quarter of the southwest one-quarter of Section 18, T.5S., R.1W., S.B.M., described as follows:

Commencing at the intersection of the southerly line of the northerly 44 feet of said northwest one-quarter of the southwest one-quarter with the easterly line of the westerly 44 feet thereof; Thence S 89°56'12"E along said southerly line a

Thence S. 89°56'12"E. along said southerly line a distance of 660.20' to the TRUE POINT OF BEGINNING:

Thence continuing S. 89°56'12"E: along said southerly line of the northerly 44 feet a distance of 177.29 feet to beginning point of circular curve bending to the south;

Thence continuing along 7°30'46" circular curve a distance of 22.99 feet;

Thence due south, parallel with the westerly line of said southwest one-quarter a distance of 657.2 feet;

Thence N. 89°56'12"W., parallel with the northerly line of said southwest one-quarter a distance of 200.00 feet to said westerly line of parcel which is 660.2 feet S. 89°56'12"E. of the westerly 44 feet of said northwest one-quarter of the southwest one-quarter;

Thence due north along said westerly line a distance of 660.2 feet to the true point of beginning.

Containing 3.03 acres, more or less.

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

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NOTICE OF EXEMPTION

January 12, 2022

Project Name: Consent to Assignment of Lease and Assumption Agreement TE Connectivity Corporation, a Pennsylvania corporation (successor-in-interest to Deutsch Electronic Components Division, a California corporation), and Big Dog Properties LLC, a Nevada limited liability company, at Hemet Ryan Airport

Project Number: ED1910012

Project Location: 4200 Walden Weaver Road, east of Warren Road, Assessor's Parcel Number (APN) 456-020-002, Hemet, California, 92545

Description of Project: The County of Riverside, as landlord, and TE Connectivity Corporation, a Pennsylvania corporation (successor-in-interest to Deutsch Electronic Components Division, a California corporation) (TE Connectivity), as lessee, entered into that certain Lease (Hemet-Ryan Airport) dated March 12, 1985 (Lease), pursuant to which TE Connectivity leases approximately 3 acres of vacant land, including, park and recreation improvements made by TE Connectivity, all located at the Hemet Ryan Airport in Hemet, California (Hemet Ryan). The term of the Lease is set to expire on January 31, 2025.

TE Connectivity, as lessee, has negotiated to assign its rights, title and interest in, to and under the Lease to Big Dog, and Big Dog will assume all obligations, covenants, conditions and agreements of the Lease (Assignment). The Assignment will be memorialized by a Lease Assignment and Assumption Agreement (Assignment Agreement).

Pursuant to Section 24 of the Lease, all assignments of the Lease require the prior written consent of the County. Staff recommends that the Board of Supervisors approve the attached Consent to Lease Assignment and Assumption Agreement. The Assignment does not modify any terms of conditions in the Lease. The approval of the Assignment Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The approval of the Assignment 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 agreement would result in the change of ownership at Hemet Ryan 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 Aviation

JAN 252022 3.5 +

Exempt Status: State CEQA Guidelines Section 15301 Existing Facilities Exemption, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5 Sections 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 Assignment Agreement 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 Assignment Agreement.

- 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 of Lease which will allow for the transfer of use of property at Hemet Ryan. The changes are limited to the change in ownership and responsibility for the terms of the Lease. The Assignment Agreement 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 Assignment Agreement is an administrative function, that is required as part of the terms of the Lase 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 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: 1/12/2

Mike Sullivan, Senior Environmental Planner County of Riverside

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: Consent to Assignment of TE Connectivity Lease to Big Dog, Hemet Ryan Airport

Accounting String: 537080-22100-1910700000- ED1910012

DATE: <u>January 12, 2022</u>

AGENCY: <u>Riverside County</u>

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

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

Signature:

PRESENTED BY: Jose Ruiz, Senior Real Property Agent, TLMA-Aviation

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY:

DATE:

RECEIPT # (S)

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

Subject:	County of Riverside Facilities Management Project # ED1910012 Consent to Assignment of TE Connectivity Lease to Big Dog at Hemet Ryan Airport
From:	Mike Sullivan, Senior Environmental Planner, Facilities Management
То:	Kiyomi Moore/Josefina Castillo, Office of the County Clerk
Date:	January 12, 2022

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:

<u>Mail Stop #2600</u> <u>Attention: Mike Sullivan, Senior Environmental Planner,</u> <u>Facilities Management,</u> <u>3133 Mission Inn Avenue, Riverside, CA 92507</u>

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

Attachment

cc: file