

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



**ITEM: 3.30**  
**(ID # 19905)**

**MEETING DATE:**  
Tuesday, September 20, 2022

**FROM :** TLMA - AVIATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Consent to Assignment and Bill of Sale between Donald and Mary Chapton, Trustees of The Chapton Family Trust and Durwood Johnson at French Valley Airport, CEQA Exempt, District 3. [\$750 Total Cost - TLMA Aviation Revenue Fund 100%] (Clerk to File Notice of Exemption)

**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 and Section 15601 (b)(3);
2. **Approve** and Consent to the Bill of Sale for the hangar known as Space No. 1 (Port-a-Port T-Hangar for Aircraft Storage), located within the French Valley Airport at 37600 Sky Canyon Dr, Murrieta, CA 92563 as more specifically set forth in the attached Bill of Sale between Donald and Mary Chapton, Trustees of The Chapton Family Trust (Seller), and Durwood Johnson, an individual (Buyer);

Continued on page 2

**ACTION:Policy**

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: Spiegel  
Date: September 20, 2022  
xc: TLMA-Aviation, Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy



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

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. **Approve** and Consent to the Assignment between Donald and Mary Chaption, Trustees of The Chaption Family Trust (Assignor) and Durwood Johnson, an individual (Assignee), assigning Assignor's interest as lessee in the Lease between the County of Riverside (as Lessor) and the Chaption Family Trust, dated December 19, 1990, and as amended September 14, 2004 and November 25, 2020, as more specifically set forth in the attached Lease, relating to the premises located at 37600 Sky Canyon Dr, Murrieta, CA 92563;
4. **Authorize** the Chairman of the Board of Supervisors to execute the attached Consent to Assignment and Consent to Bill of Sale;
5. **Authorize** the Assistant County Executive Officer/TLMA, or designee, to execute any additional documents necessary consent to the assignment of the Lease and consent to the sale of Port-a-Port, subject to approval by County Counsel; and
6. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 750	\$ 0	\$ 750	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: TLMA Aviation Revenue Fund 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2022/23</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Transportation and Land Management Agency – Aviation Division has received a request to consent to an Assignment of Lease between Donald and Mary Chaption, Trustees of The Chaption Family Trust (Assignor) and Durwood Johnson, an individual (Assignee), and a request for the consent to sale to Port-a-Port on the assigned leased premises.

The Lease (defined below) pertains to that certain Space No. 1 (Port-a-Port T-Hangar for Aircraft Storage) located within the French Valley Airport in Murrieta, California, as more particularly depicted on Exhibit B to the Lease (see Attachment C). The Lease is dated December 19, 1990, and was originally entered into between the County of Riverside (as Lessor) and Plan Equipment Incorporated, predecessors-in-interest to Donald and Mary Chaption, Trustees of The Chaption Family Trust (as lessee), as amended by that certain First



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

Amendment to Lease dated September 14, 2004 and that certain Second Amendment to Lease dated November 25, 2020, (collectively, Lease), relating to the lease of approximately 826 square feet of vacant land, located at French Valley Airport.

The Assignor and Assignee, entered into the certain Assignment dated July 31, 2022 (Assignment), whereby Assignor assigned all of their rights, title, and interests to the Lease to Assignee. A copy of the Assignment is attached to Attachment B as Exhibit A. Assignee has also acquired from the Assignor Port-a-Port No. 1 (T-Hangar for Aircraft Storage) located on the leased premises, the sale of which is memorialized in that certain Bill of Sale dated July 31, 2022 (Bill of Sale) attached to Attachment A as Exhibit A. The Assignment and Bill of Sale require County approval per Section 21(a) of the Lease. Assignee 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 Consent to Assignment and Consent to Bill of Sale were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15301, Class 1 – Existing Facilities and State CEQA Guidelines section 15061(b) (3), General Rule or “Common Sense” exemption. The proposed project, the Consent to Assignment and the Consent to Bill of Sale, is related to the subletting 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.

**BACKGROUND:**

**Summary**

Staff recommends approval of the proposed Consent to Assignment and proposed Consent to Bill of Sale, each attached. Each consent has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The Assignment 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.

**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 CEQA NOE filing costs to date in the approximate amount of \$750 will be reimbursed from the TLMA Aviation Revenue Fund.


County Counsel Review	\$ 700
CEQA NOE Filing Fee	\$ 50
<b>Total</b>	<b>\$ 750</b>




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

**Attachments:**

- Attachment A – Consent to Bill of Sale
- Attachment B – Consent to Assignment of Lease
- Attachment C – Lease and Amendments
- Notice of Exemption

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst

9/12/2022

  
\_\_\_\_\_  
Minnie C. Farin, County Counsel

9/8/2022



County of Riverside  
TLMA Aviation  
4080 Lemon Street, 14<sup>th</sup> Floor, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

9/21/22  
Date

PR  
Initial

**NOTICE OF EXEMPTION**

August 30, 2022

**Project Name:** Approval of Consent to Assignment and Bill of Sale between Donald and Mary Chapton, Trustees of The Chapton Family Trust and Durwood Johnson at French Valley Airport

**Project Location:** 37920 Sky Canyon Drive, Murrieta, CA 92563 Assessor Parcel Number 963-030-010 (a portion)

**Description of Project:** The Transportation and Land Management Agency – Aviation Division has received a request to consent to an Assignment of Lease between Donald and Mary Chapton, Trustees of The Chapton Family Trust (Assignor) and Durwood Johnson, an individual (Assignee) and to consent to a port-a-port sale on the assigned leased premises.

The Lease (defined below) pertains to that certain Space No. 1 (Port-a-Port T-Hangar for Aircraft Storage) located within the French Valley Airport in Murrieta, CA, as more particularly depicted on Exhibit B to the Lease (see Attachment C). The Lease is dated December 19, 1990, and was originally entered into between the County of Riverside (as Lessor) and Plan Equipment Incorporated, predecessors-in-interest to Donald and Mary Chapton, Trustees of The Chapton Family Trust (as lessee), as amended by that certain First Amendment to Lease dated September 14, 2004 and that certain Second Amendment to Lease dated November 25, 2020, (collectively, Lease), relating to the lease of approximately 826 square feet of vacant land, located at French Valley Airport (“Leased Premises”).

The Assignor and Assignee, entered into an Assignment dated July 31, 2022 (Assignment), whereby Assignor assigned all of their rights, title and interests to the Lease to Assignee. Assignee has also acquired from the Assignor Port-a-Port No. 1 (T-Hangar for Aircraft Storage) located on the leased premises, the sale of which is memorialized in that certain Bill of Sale dated July 31, 2022 (Bill of Sale). The Assignment and Bill of Sale requires County approval per Section 21(a) of the Lease.

---

4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-9722

P. O. Box 1605 • Riverside, California 92502-1605

SEP 20 2022 3:30





The consent to Assignment and Bill of Sale has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action by the Riverside County Board of Supervisors is required for approval. The approval of the consent to Assignment and Bill of Sale will not change the existing use of the leased premises, which will not result in any significant environmental impacts or include any mitigation measures.

**Name of Public Agency Approving Project:** County of Riverside

**Name of Person or Agency Carrying Out Project:** Riverside County Transportation and Land Management Agency – Aviation Division

**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.

**Reason Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The 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 would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to the assignment of an existing Lease and does not include a new development or improvements to the Leased Premises. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This 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, involves the assignment of a lease and and is limited to a contractual agreement would be consistent with the existing land use and would not result in a physical change to the property. The consent to A. 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 approval of Assignment and Bill of Sale would result in the continued operation of the airport on the leased premises. 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.

Signed: Jose Ruiz  
Jose Ruiz, Senior Real Property  
Agent, County of Riverside  
TLMA-Aviation Division

Date: 08/30/2022

**RIVERSIDE COUNTY CLERK & RECORDER**

---

4080 Lemon Street, 14th Floor • Riverside, California 92501 • (951) 955-9722

P. O. Box 1605 • Riverside, California 92502-1605

**AUTHORIZATION TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Approval of Consent to Assignment and Bill of Sale between Donald and Mary Chapton, Trustees of The Chapton Family Trust and Durwood Johnson at French Valley Airport

**Accounting String:** 523220-40710-1910700000 - ED1910000

**DATE:** August 30, 2022

**AGENCY:** Riverside County

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

Signature: Jose Ruiz

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: Cassandra Sandoval

DATE:

RECEIPT # (S)



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 July 31, 2022, between Donald and Mary Chaption, Trustees of The Chaption Family Trust (Seller), and Durwood Johnson, an individual (Buyer), relating to Space No. 1 (Port-a-Port T-Hangar for Aircraft Storage) located at 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: SEP 20 2022


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

By:   
Jeff Hewitt, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
County Counsel

By:   
Ryan Yabko  
Deputy County Counsel


[Durwood Johnson Acknowledgement on Following Page]





1980-1981

Durwood Johnson hereby acknowledges, agrees and consents to all of the terms set forth in this Consent to Bill of Sale.

By:   
Durwood Johnson, an individual

Dated. 8-22-22

Darwood Johnson hereby acknowledges, agrees and consents to all of the terms set forth in this Consent to Bill of Sale.

By \_\_\_\_\_  
Darwood Johnson, an individual

\_\_\_\_\_



**EXHIBIT A**  
**BILL OF SALE**  
**(behind this page)**

Riverside County.  
State of California

\$25,000  
05/07/2022

Bill of Sale

1. The Clapton Family Trust, residing at 28671 Shady Brook Dr, Menifee, California 92584 (hereafter referred to as "Seller"), IN CONSIDERATION OF the Purchase Price set forth in this agreement, receipt of which is hereby acknowledged, **DO NOW SELL, TRANSFER AND DELIVER** to Durwood Johnson, residing at 37920 Sky Canyon Dr, Murrieta, California 92563 (hereafter referred to as "Buyer"), the below described property.

**PURCHASE PRICE:** The sum of \$25,000.00, inclusive of all sales taxes.

**PAYMENT METHOD:** The Buyer will pay to the Seller the purchase price buy check.

**PROPERTY:** The Seller will sell, transfer and deliver to the buyer the following property:

**PP#1 (Portable Hangar) located at French Valley Airport,  
Riverside County, CA 92563**

The Seller sells and delivers the Property in good working condition and the Buyer purchases the Property "AS IS", the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to the condition of the Property. Seller's above disclaimer in no way affects any manufacture's warranty that may be applicable. Seller in makes no representations or warranty with respect to the Property, it's condition or performance. There are no other warranties implied.

**Buyer expressly warrants:**

1. The Buyer has fully examined and tested the Property
2. The buyer is purchasing the property in reliance of that examination and testing
3. The Buyer is fully satisfied with the property "AS IS".

**Seller expressly warrants:**

1. The Seller owns all of the rights and title in the Property and therefore has the right to sell it
2. The Property is free of any and encumbrances including liens, claims or taxes.

In the event that a lawsuit or arbitration is brought under or in connection to this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, costs and expenses incidental to any such proceedings. This includes reasonable attorney's fees incurred collecting any judgement awarded as a result of liability established pursuant to this agreement, as well as all other relief granted in any suit or other proceedings.

\$25,000  
0510712022

Riverside County  
State of California

Bill of Sale

The Grantor Family Trust, residing at 28671 Shady Brook Dr. Menifee, California 92584 (hereafter referred to as "Seller"), IN CONSIDERATION OF the Purchase Price set forth in this agreement, receipt of which is hereby acknowledged, DO NOW SELL, TRANSFER AND DELIVER to Duwood Johnson, residing at 37920 Sky Canyon Dr. Murietta, California 92563 (hereafter referred to as "Buyer"), the below described property.

**PURCHASE PRICE:** The sum of \$25,000.00, inclusive of all sales taxes.

**PAYMENT METHOD:** The Buyer will pay to the Seller the purchase price by check.

**PROPERTY:** The Seller will sell, transfer and deliver to the buyer the following property:

**PP#1 (Portable Hangar) located at French Valley Airport,  
Riverside County, CA 92563**

The Seller sells and delivers the Property in good working condition and the Buyer purchases the Property "AS IS", the Seller explicitly disclaims all warranties, whether expressed or implied, including but not limited to the condition of the Property. Seller's above disclaimer in no way affects any manufacturer's warranty that may be applicable. Seller in makes no representations or warranty with respect to the Property it's condition or performance. There are no other warranties implied.

**Buyer expressly warrants:**

1. The Buyer has fully examined and tested the Property.
2. The buyer is purchasing the property in reliance of that examination and testing.
3. The Buyer is fully satisfied with the property "AS IS".

**Seller expressly warrants:**

1. The Seller owns all of the rights and title in the Property and therefore has the right to sell it.
2. The Property is free of any and encumbrances including liens, claims or taxes.

In the event that a lawsuit or arbitration is brought under or in connection to this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, costs and expenses incidental to any such proceedings. This includes reasonable attorney's fees incurred collecting any judgment awarded as a result of liability established pursuant to this agreement, as well as all other relief granted in any suit or other proceedings.



The terms of this Bill of Sale shall bind and insure to the benefit of all parties hereto and their respective heirs, legal representatives, successors and assigns.

The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be signed by both parties, Buyer and Seller, and will be effective on 05/07/2022.

**IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on 05/07/2022**

By: Mary Chpton  
Mary Chpton for  
The Chpton Family Trust  
28671 Shady Brook Dr  
Menifee, California 92584

Date: 7/26/2022

By: Durwood Johnson  
Durwood Johnson  
37920 Sky Canyon Dr  
Murrieta, California 92563

Date: 7-31-22

The terms of this Bill of Sale shall bind and insure to the benefit of all parties hereto and their respective heirs, legal representatives, successors and assigns.

The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be signed by both parties, Buyer and Seller, and will be effective on 05/07/2022.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on 05/07/2022.

By: \_\_\_\_\_  
Mary Chpton for  
The Chpton Family Trust  
28671 Sandy Brook Dr  
Menifee, California 92584  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dunwood Johnson  
37920 Sky Canyon Dr  
Menifee, California 92583  
Date: \_\_\_\_\_

Attachment B  
Consent to Assignment of Lease

SEP 20 2022 3.30





## CONSENT TO ASSIGNMENT

(Donald and Mary Chapton, Trustees of The Chapton Family Trust, Port-A-Port #1)

The County of Riverside hereby consents to the assignment of the Donald and Mary Chapton, Trustees of The Chapton Family Trust's ("Assignor") interest as lessee in that certain Lease (defined below) to Durwood Johnson, an individual ("Assignee"), as set forth in the Assignment, dated July 31, 2022, attached hereto as Exhibit "A" and incorporated herein by this reference ("Assignment"). Pursuant to the Assignment, the Assignor transferred and assigned to Assignee all of Assignor's rights, title, interest and obligations ("Rights and Obligations") under that certain Lease dated December 19, 1990, as amended by that certain First Amendment to Lease dated September 14, 2004, and that certain Second Amendment to Lease dated November 25, 2020, between the County of Riverside (as lessor) and Donald and Mary Chapton, Trustees of The Chapton Family Trust (as lessee). The Lease pertains to that certain Space No. 1 (Port-a-Port T-Hangar for Aircraft Storage) located at French Valley Airport in Murrieta, California, as more particularly depicted in Exhibit "B" to the Lease.

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 by Assignor and Assignee's assumption thereof. 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]

Date: SEP 20 2022

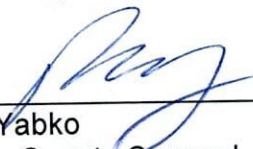
COUNTY OF RIVERSIDE, a political  
Subdivision of the State of California

By:   
Jeff Hewitt, Chairman  
Board of Supervisors

**ATTEST:**  
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
County Counsel

By:   
Ryan Yabko  
Deputy County Counsel





**Exhibit A**  
**Assignment Agreement**

Assignment of Lease  
French Valley Airport

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Mary Chaption, for The Chaption Family Trust, hereby transfers and assigns to Durwood Johnson, all rights, title and interest of the undersigned under that certain Lease between the County of Riverside and The Chaption Family Trust dated December 19, 1990 and as amended September 14, 2004 pertaining to the premises described as 826 square feet of land known as Porta-Port Space #1 at French Valley Airport, County of Riverside, State of California. The execution of this Agreement and transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

By: Mary Chaption  
Mary Chaption for  
The Chaption Family Trust

Date: 7/26/2022

Acceptance and Agreement

The undersigned, Durwood Johnson, named in the foregoing Assignment, hereby accept said Assignment and hereby agree 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 as though the undersigned Assignee was the original Lessee there under.

By: Durwood Johnson  
Durwood Johnson

Date: 7-31-22

Assignment of Lease  
French Valley Airport

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Mary Chapton for The Chapton Family Trust, hereby transfers and assigns to Duwood Johnson, all rights, title and interest of the undersigned under first certain lease between the County of Riverside and The Chapton Family Trust dated December 19, 1990 and as amended September 14, 2004 pertaining to the premises described as 826 square feet of land known as Port-Port Space #1 at French Valley Airport, County of Riverside, State of California. The execution of this Agreement and transfer of all rights, title and interest herein are contingent upon the acceptance and approval by the Riverside County Board of Supervisors.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Mary Chapton for  
The Chapton Family Trust

Acceptance and Agreement

The undersigned, Duwood Johnson, named in the foregoing Assignment, hereby accept said Assignment and hereby agree 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 as though the undersigned Assignee was the original Lessee there under.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Duwood Johnson

Attachment C  
Lease and Amendments





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

The COUNTY OF RIVERSIDE, herein called County, leases to Plant Equipment, Incorporated, 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 826 square feet of land identified as Space No. 1, 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 \$ 60.00 per month as basic rent for the leased premises, payable, in advance, on the 1<sup>st</sup> 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 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,  
11 such other government index or computation with which it is  
12 replaced shall be used in order to obtain substantially the same  
13 result as would be obtained if the index had not been discontinued.

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

16 6. Improvements.

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

28 (b) All alterations and improvements made, and  
fixtures installed, by Lessee on or upon the leased premises in  
accordance with the provisions of Paragraph 6(a) herein shall  
remain the property of Lessee, provided however, that Lessee  
removes, at his expense, such alterations, improvements 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 any such alterations,  
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.





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  
48





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,  
4 rules, ordinances, or orders, in the use of the leased premises,  
5 shall be conclusive of that fact as between County and Lessee.

6 14. Termination by County. County shall have the right  
7 to terminate this lease forthwith:

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

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

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

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

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

25 15. Termination by Lessee.

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

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





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  
29 is named as an additional insured with respect to this lease and  
30 the obligations of Lessee hereunder. Further, said Certificate(s)  
31 shall contain the covenant of the insurance carrier(s) that thirty  
32 (30) days written notice shall be given to County prior to  
33 modification, cancellation or reduction in coverage of such  
34 insurance. In the event of any such modification, cancellation or  
35 reduction in coverage and on the effective date thereof, this  
36 lease shall terminate forthwith, unless County receives prior to  
37 such effective date another certificate from an insurance carrier  
38 of Lessee's choice that the insurance required herein is in full  
39 force and effect. Lessee shall not take possession or otherwise  
40 use the leased premises until County has been furnished  
41 certificate(s) of insurance as otherwise required in this  
42 Paragraph 18.

43           19. County's Reserved Rights - Insurance. County  
44 reserves the right to adjust the monetary limits of insurance  
45 coverage as required in Paragraph 18 herein every fifth year  
46 during the term of this lease; provided, however, that any  
47 adjustment herein shall not increase the monetary limits of  
48 insurance coverage for the preceding five (5) years in excess of  
49 twenty-five percent (25%) thereof.





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 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.

29  
30 24. Employees and Agents of Lessee. It is understood  
31 and agreed that all persons hired or engaged by Lessee shall be  
32 considered to be employees or agents of Lessee and not of County.

33  
34 25. Binding on Successors. Lessee, his assigns and  
35 successors in interest, shall be bound by all the terms and  
36 conditions contained in this lease, and all of the parties thereto  
37 shall be jointly and severally liable hereunder.

38  
39 26. Waiver of Performance. No waiver by County at any  
40 time of any of the terms and conditions of this lease shall be  
41 deemed or construed as a waiver at any time thereafter of the same  
42 or of any other terms or conditions contained herein or of the  
43 strict and timely performance of such terms and conditions.

44  
45 27. Severability. The invalidity of any provision in  
46 this lease as determined by a court of competent jurisdiction  
47 shall in no way affect the validity of any other provision hereof.

48  
49 28. Venue. Any action at law or in equity brought by  
50 either of the parties hereto for the purpose of enforcing a right  
51 or rights provided for by this lease shall be tried in a Court of





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  
4 County.

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

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

16	<u>COUNTY</u>	<u>Lessee</u>
17	County of Riverside	<u>Plant Equipment, Incorporated</u>
18	Economic Development Agency	<u>23075 Mac Road</u>
19	Aviation Unit	<u>Temecula, CA 92390</u>
20	P.O. Box 1180 - 3499 Tenth Street	<u>(714) 676-4802</u>
21	Riverside, CA 92502	

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

24 31. Permits, Licenses and Taxes. Lessee shall secure,  
25 at his expense, all necessary permits and licenses as he may  
26 be required to obtain, and Lessee shall pay for all fees and taxes  
27 levied or required by any authorized public entity. Lessee  
28 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.

32. 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.

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

34. Agent for Service of Process. It is expressly  
understood and agreed that in the event Lessee is not (a) resident  
of the State of California or he is an association or  
partnership without a member or partner resident of the State of  
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 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.

19 Dated: DEC 18 1990

COUNTY OF RIVERSIDE

20 By *[Signature]*  
21 Chairman, Board of Supervisors

22 ATTEST:

23 GERALD A. MALONEY  
24 Clerk of the Board

25 By *Margaret Lynn*  
26 Deputy

27 (SEAL)

28 Lessee: Plant Equipment, Incorporated

*[Signature]* VICE PRESIDENT  
FOR PLANT EQUIPMENT, INC.

29 PHL:wr/bln  
30 146lease  
31 rev.8/15/90



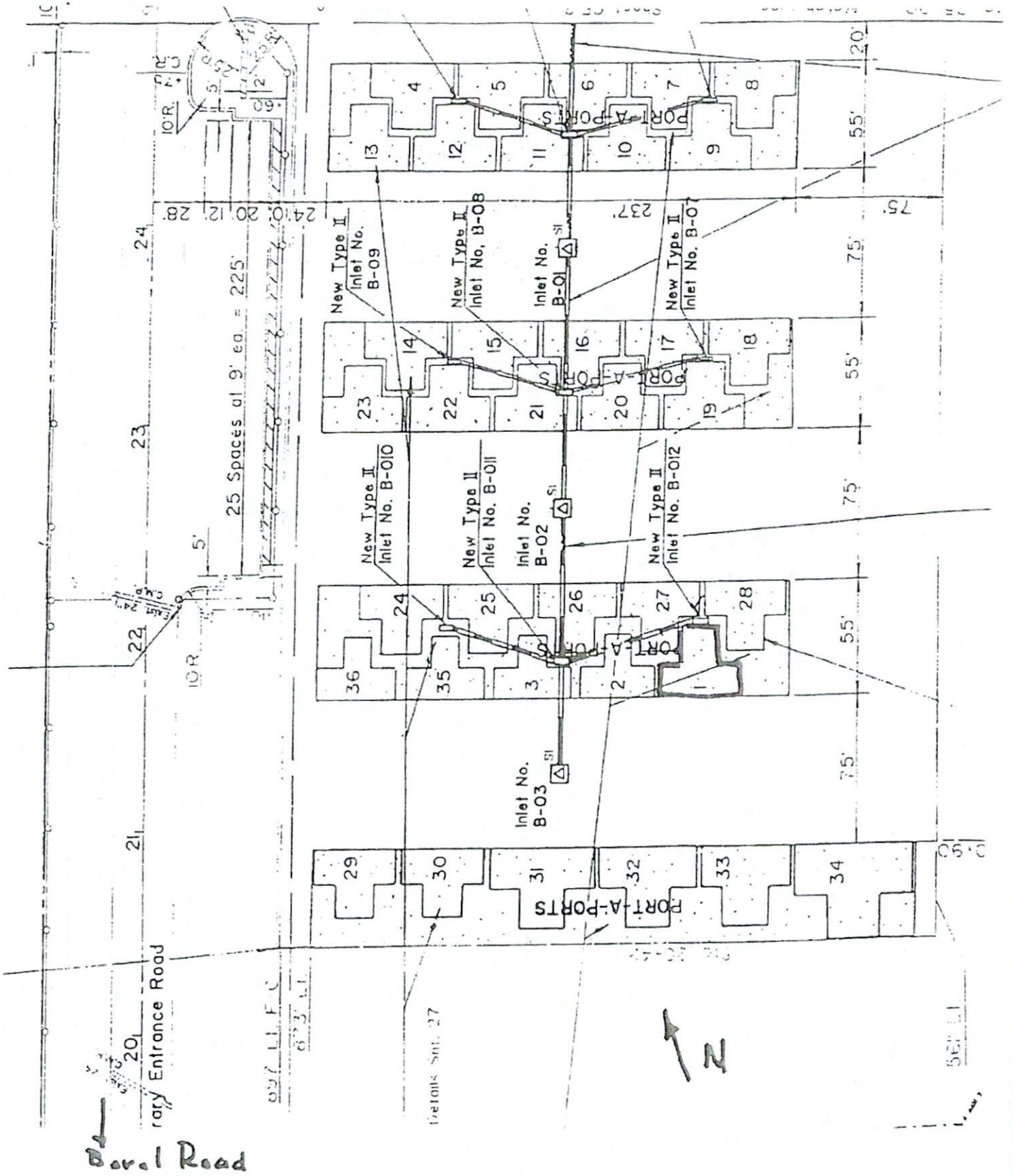


EXHIBIT A





1 FIRST AMENDMENT TO LEASE  
2 FRENCH VALLEY AIRPORT  
3

4 The County of Riverside, herein called County, and Plant Equipment,  
5 Incorporated entered into a Lease which was approved by the Riverside County Board  
6 of Supervisors on December 18, 1990, attached hereto as Exhibit A, for 826 square  
7 feet of improved land at French Valley Airport commonly known as Space # 01.

8 County and Remy Madiaraga (successor in interest to Plant Equipment,  
9 Incorporated), herein called Lessee, hereby agree to amend the Lease between the  
10 parties as follows:

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

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

14 Model: Cessna 177RB

15 Identification Number: N52663

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

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

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

27 (c) Lessee shall have the option to extend the term of this Lease for an  
28 additional period of ten (10) years on the same terms and conditions, except that

1 the basic monthly rent on July 1, 2030 shall be adjusted in the same manner as  
2 provided for in paragraph 6 below (except that the 25% limit on the increase in  
3 fair market value rent in the initial term of the Lease shall not apply to the option  
4 period) commencing at the end of the initial term, provided that Lessee, at the  
5 time of exercising the option, is in full compliance with the terms of this Lease.  
6 Lessee shall notify County in writing of its intention to exercise the option to  
7 extend the term of the Lease not more than six (6) months, or less than three (3)  
8 months, from the expiration date of the initial term. Should Lessee fail to remain  
9 in compliance with the terms and conditions of this Lease during the period after  
10 exercising the option and prior to the end of the initial term, the option to extend  
11 will become void.

12 4. Page 1 paragraph 4. Basic Rent, subparagraph (a), line 20, the amount of rent,  
13 shall be changed to read ninety and <sup>81/100</sup> dollars (\$90.81) per month, which is the  
14 current basic monthly rent being paid by Lessee.

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

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

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

25 5. Basic Rental Adjustment

26 (a) Beginning July 1, 2004 and on every July 1<sup>st</sup> thereafter during the  
27 term of this Lease and any extension thereof, except for the year 2010 as  
28 provided for in 5 (b) below, the basic monthly rent specified in paragraph 4



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

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

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

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

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

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

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



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  
16 the operating area of the French Valley Airport, then Lessee shall maintain  
17 liability insurance for all owned, non-owned or hired vehicles used in an amount  
18 not less than \$1,000,000 per occurrence combined single limit. Policy shall  
19 name all 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 requirement and  
12 provide County with evidence of coverage and required endorsements.

13 (e) General Insurance Provisions – All lines:

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

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

1 payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

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

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

26 (4) It is understood and agreed to by the parties hereto and the  
27 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
28 covenant and shall be construed as primary insurance, and the County's



1 insurance and/or deductibles and/or self-insured retention's or self-insured  
2 programs shall not be construed as contributory.

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

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

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

25 Lessee shall defend at its sole cost and expense, all costs and  
26 fees including but not limited to attorney fees, cost of investigation, defense and  
27 settlements or awards of all Agencies, Districts, Special Districts and  
28 Departments of the County of Riverside - its directors, officers, Board of

1 Supervisors, elected and appointed officials, employees agents and  
2 representatives in any claim or action based upon such alleged acts or  
3 omissions.

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

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

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

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

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

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: 6-15-04

LESSEE  
Remy Madiaraga

7  
8  
9 By: \_\_\_\_\_

By: *Remy Madiaraga*

10  
11  
12 Date: SEP 14 2004

LESSOR  
COUNTY OF RIVERSIDE

13  
14  
15  
16 By: \_\_\_\_\_

By: *Joy Wilson*  
Chairman, Board of Supervisors

17  
18 ATTEST:  
19 NANCY ROMERO, Clerk of the Board

FORM APPROVED  
WILLIAM C. KATZENSTEIN, County Counsel

20 By: *Cerinne Pely*  
21 Deputy

By: *Ardon V. Ubo* 8/17/04  
Deputy

22 (SEAL)  
23 EXHIBIT A: Lease

24 F:\Share\EDCOM\AIRPORTS\FRVALLEY\Port A Ports\FIRST AMENDMENTS\PAF #01 Madiaraga 1st AMD mar 2404 DOC

25  
26  
27  
28

SEP 14 2004 3:18



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

This SECOND AMENDMENT TO LEASE ("Second Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **County of Riverside**, on behalf of its Transportation and Land Management Agency, Aviation Division, a political subdivision of the state of California, ("County") and Donald Chapton, a [successor of interest to Jan De Julio and Claudia De Julio] ("Lessee"), with reference to the following:

**RECITALS**

**WHEREAS**, County and Lessee entered into that certain Lease (Port-A-Port T-Hangar for Aircraft Storage) at French Valley Airport, dated December 19, 1990, ("Lease"), whereby, among other things, Lessee agreed to lease from County approximately 826 square feet of land located at the French Valley Airport known as Space # 01 ("Leased Premises").

**WHEREAS**, the Lease was amended by that certain First Amendment to Lease dated September 14, 2004, by and between County and Lessee; and

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

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

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

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

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



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

**2. Miscellaneous**

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

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

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

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

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

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

g. Effectiveness of Lease. Except as modified and amended by this Second Amendment all other terms and conditions of the Lease remain unmodified and in full force and effect. If any provisions of this Second Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any

other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either County or Lessee. Neither this Second Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

LESSEE:  
Donald Chapton

By:   
Liliana Valle

By:   
Donald Chapton


County Airport Manager  
Date: 11/25/20

Date: 11/17/2020

ATTEST:  
KECIA R. HARPER  
Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By:   
Synthia M. Gunzel  
Chief Deputy County Counsel