

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



ITEM: 3.36
(ID # 19873)

MEETING DATE:
Tuesday, October 04, 2022

FROM : TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of the Surrender of Lease Agreement between the County of Riverside, as Lessor, and National Association of Reversionary Property Owners, as Lessee – Jacqueline Cochran Regional Airport, CEQA Exempt, District 4. [\$1,000 Total Cost - Aviation Fund 100%] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. **Approve** the attached Surrender of Lease Agreement between the County of Riverside, as Lessor, and National Association of Reversionary Property Owners, as Lessee, and authorize the Chairman of the Board to execute the same on behalf of the County;
3. **Authorize** the Riverside County Airport Manager or her designee to execute any other related documents and administer all actions necessary to complete this matter; and
4. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five working days of approval by the Board.

ACTION:Policy

Charissa Leach, TLMA Director

8/24/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: October 4, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,000	\$ 0	\$ 1,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% TLMA- Aviation Revenue Fund			Budget Adjustment: No	
			For Fiscal Year: 2022/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 29, 1980, the County of Riverside, as Lessor, and Charles Gibbs and June Gibbs, husband and wife as joint tenants, entered into a Lease at the Jacqueline Cochran Regional Airport ("Original Lease"). The Original Lease has been amended by that certain First Amendment dated January 8, 1985, the Second Amendment dated April 10, 1985, and the Third Amendment dated December 15, 1992 (the Original Lease and amendments are collectively referred hereto as "Lease") relating to the lease of approximately 1.6 acres of land at the Jacqueline Cochran Regional Airport ("Leased Premises"). Since entering into the Lease various assignments have been made whereby National Association of Reversionary Property Owners (NARPO), a corporation organized and existing under the laws of Washington, has become the current Lessee by virtue of an Assignment of Lease and Conveyance of Hangar dated October 1, 2016.

On June 22, 2022, the County served Lessee with a 30-Day Notice to Terminate Tenancy, however Lessee has remained in possession of the Leased Premises. In an effort to find a mutually agreeable solution, the County staff has negotiated a Surrender of Lease Agreement with the Lessee, wherein the County would make a payment of twenty-five thousand dollars (\$25,000) to Lessee in consideration of Lessee's agreement to terminate their Lease and to surrender all rights, title and interest to the aircraft hangar, and all of Lessee's, alterations, and improvements located on the Leased Premises. The parties agree to terminate the Lease on November 30, 2022.

Pursuant to the California Environmental Quality Act (CEQA), the Surrender of Lease Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15301 class 1-Existing Facilities exemption and section 15061(b)(3) "Common Sense" exemption.

The Surrender of Lease Agreement has been reviewed and approved by County Counsel.

Impact on Residents and Businesses

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

There have been substantial requests made to the Riverside County, Aviation Division for hangar space and development at the Jacqueline Cochran Regional Airport. Making the NARPO Hangar and property available will help the Aviation Division develop the airport in a way that could potentially lead to an operation or service that is currently not available. Residents and businesses can potentially benefit from increased services or amenities made available at the airport.

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 costs to date in the approximate amount of \$1,000 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 1,000
Total	\$ 1,000

Attachments

- Surrender of Lease Agreement
- Notice of Exemption
- Aerial Map



Jason Farin, Principal Management Analyst 9/27/2022



Aaron Gettis, Deputy County Counsel 9/14/2022



County of Riverside
TLMA Aviation
4080 Lemon Street, 14th Floor, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

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

10/5/22
Date

BS
Initial

NOTICE OF EXEMPTION

August 18, 2022

Project Name: Approval of the Surrender of Lease Agreement between the County of Riverside, as Lessor, and National Association of Reversionary Property Owners, as Lessee.

Project Location: Near Higgins Drive and Avenger Boulevard, west of Highway 111, south of Airport Boulevard, unincorporated community of Thermal, Riverside County, California 92274; Assessor's Parcel Numbers (APN) 759-060-017, 759-060-018 (a portion).

Description of Project: On January 29, 1980, the County of Riverside, as Lessor, and Charles Gibbs and June Gibbs, husband and wife as joint tenants, entered into a Lease at the Jacqueline Cochran Regional Airport ("Original Lease"). The Original Lease has been amended by that certain First Amendment dated January 8, 1985, the Second Amendment dated April 10, 1985, and the Third Amendment dated December 15, 1992 (the Original Lease and amendments are collectively referred hereto as "Lease") relating to the lease of approximately 1.6 acres of land at the Jacqueline Cochran Regional Airport ("Leased Premises"). Since entering into the Lease various assignments have been made whereby National Association of Reversionary Property Owners (NARPO), a corporation organized and existing under the laws of Washington, has become the current Lessee by virtue of an Assignment of Lease and Conveyance of Hangar dated October 1, 2016.

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The Surrender of Lease Agreement has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action is required for approval. The approval of the Surrender of Lease Agreement is limited to the termination of the Lease and the surrender of an existing aircraft hangar, which in turn will not result in any direct effects on the environment. Additionally,

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

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the Surrender of Lease Agreement 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 termination of the Lease and the surrender of an existing aircraft storage hangar and does not include a new development or improvements to the Leased Premises or hangar. 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, is for the termination of the Lease and the surrender of an existing aircraft storage hangar, which is consistent with the existing land use and would not result in a physical change to the property. These improvements fall within the criteria identified in Section 15301 (c) and (d) which allow for the repair and maintenance of existing transportation facilities and rehabilitation of structures and facilities to meet standards of health and safety. 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 the Surrender of Lease Agreement will result in no significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project

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as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signed: Jose Ruiz Date: 08/18/2022
Jose Ruiz, Senior Real Property
Agent, County of Riverside
TLMA-Aviation Division

RIVERSIDE COUNTY CLERK & RECORDER**AUTHORIZATION TO BILL
BY JOURNAL VOUCHER**

Project Name: Approval of the Surrender of Lease Agreement between the County of Riverside, as Lessor, and National Association of Reversionary Property Owners, as Lessee.

Accounting String: 523220-40710-1910700000 - ED1910000

DATE: August 16, 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)

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

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



County of Riverside
TLMA Aviation
4080 Lemon Street, 14th Floor, Riverside, CA 92501

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202200976
10/06/2022 03:17 PM Fee: \$ 50.00
Page 1 of 3

Removed: By: Deputy
A barcode representing the document's tracking information.

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August 18, 2022

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Signed: Jose Ruiz Date: 08/18/2022
Jose Ruiz, Senior Real Property
Agent, County of Riverside
TLMA-Aviation Division

SURRENDER OF LEASE AGREEMENT

THIS **SURRENDER OF LEASE AGREEMENT** ("**Surrender Agreement**"), dated as of SEPT. 9, 2022, is entered by and between the County of Riverside, a political subdivision of the State of California, as "Lessor", and National Association of Reversionary Property Owners, a corporation organized and existing under the laws of Washington, hereinafter designated as "Lessee", sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, Lessor and Lessee have entered into that certain Lease (Thermal Airport), dated January 29, 1980, as amended January 8, 1985, ("First Amendment"), April 10, 1985, ("Second Amendment"), and December 15, 1992, ("Third Amendment"), and all collectively referred hereto as Lease ("Lease") pursuant to which Lessor agreed to lease to Lessee an approximate 1.6 acre of land at the Jacqueline Cochran Regional Airport ("Leased Premises") located in the County of Riverside;

WHEREAS, the Lease term expired on December 31, 2019, and Lessee has been under a month-to-month tenancy since January 1, 2020;

WHEREAS, on June 22, 2022, Lessee was served with a "30-DAY NOTICE TO TERMINATE TENANCY" And since that time, Lessee has remained in possession of the Leased Premises, while Lessor and Lessee discussed a settlement and termination of the Lease;

WHEREAS, Lessee now desires to surrender the Lease and all rights to possession of the Leased Premises and to release Lessor from its obligations under the Lease. Likewise, Lessor desires to accept Lessee's surrender of the Lease and to release Lessee from its obligations under the Lease pursuant to the terms and provisions of this Surrender Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. TERMS OF SURRENDER.

- a. In consideration of the mutual promises contained in this Surrender Agreement, and in consideration of Lessor's payment to Lessee the sum of Twenty Five Thousand Dollars (\$25,000.00) ("Surrender Payment"), Lessee agrees to surrender the Lease and vacate the Leased Premises on or before December 1, 2022 ("Surrender Date"). The Surrender Payment should be made payable to Lessee and delivered to Lessee within forty five (45) days after the Surrender Date.

- b. In exchange, Lessor agrees to accept Lessee's surrender of the Lease, and Lessor and Lessee mutually agree to discharge each other from all further rights, duties, and obligations under the Lease effective upon surrender of possession by Lessee and upon payment by Lessor of the above sum.
- c. Lessee shall also surrender all rights, title and interest to the aircraft hangar, and all of Lessee's, alterations, and improvements located on the Leased Premises upon the Surrender Date.
- d. Lessee expressly acknowledges, represents and warrants that it has not encumbered, mortgaged, hypothecated, assigned, or transferred the Leased Premises or the Lease to any person or entity, whether voluntarily or involuntarily, by subrogation, operation of law or otherwise. This representation and warranty shall survive execution and performance of this Surrender Agreement. In the event a claim of right is made to the Leased Premises by an unknown occupant, Lessee shall indemnify, protect, defend and hold Lessor harmless from and against any and all liabilities, claims, suits, judgments, actions, proceedings, costs and expenses (including attorneys' fees and costs) arising out of or related to any claim of right to possession by an unknown occupant.
- e. Lessee expressly acknowledges, represents, and warrants that it has not knowingly generated, stored, used, released, disposed, or transported Hazardous Materials at, on, under or about the Leased Premises during the Lease term other than 100LL, Avgas, aviation oil, brake fluid, and cleaning supplies.
- f. Lessee agrees to pay, when due, all sums of money that may become due for any lab or, services, material, supplies, or equipment, alleged to have been furnished or to be furnished Lessee, in, upon, about or related to the Premises, and which may be secured by a mechanics, materialman's or other lien against the Leased Premises, and will cause each such lien(s) to be fully discharged and released on or before the date Lessee surrenders possession of the Leased Premises.

2. ENTIRE AGREEMENT. This Surrender Agreement constitutes the entire agreement between the parties and any prior agreement, promise, negotiation, or representation not expressly set forth in this Surrender Agreement is of no force and effect. Any amendment to this Surrender Agreement shall be void unless made in writing and signed by all parties.

3. ATTORNEYS' FEES. In the event that legal action, arbitration or any other proceeding (legal, equitable, administrative or otherwise) is instituted by any party to enforce or interpret any provision of this Surrender Agreement, including, but not limited

to, the provisions regarding authorization to enter into this Surrender Agreement and/or ownership of the rights released, the prevailing party shall be entitled to recover reasonable costs, expenses, expert fees, including actual attorneys' fees, from the non-prevailing party arising out of the action or proceeding to enforce or interpret this Surrender Agreement.

4. COUNTERPARTS. This Surrender Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Surrender Agreement. An executed counterpart of this Surrender Agreement transmitted by email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Surrender Agreement and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

5. EFFECTIVE DATE. This Surrender Agreement shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

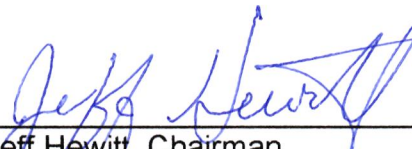
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IN WITNESS WHEREOF, the parties have executed this **Surrender Agreement** as of the date first written above.

Dated: 10/4/2022

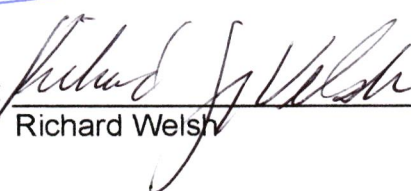
LESSOR:

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

By: 
Jeff Hewitt, Chairman
Board of Supervisors

LESSEE:

National Association of Reversionary
Property Owners, a corporation organized
and existing under the laws of Washington

By:  9/9/2022
Richard Welsh


ATTEST:

Kecia R. Harper
Clerk of the Board

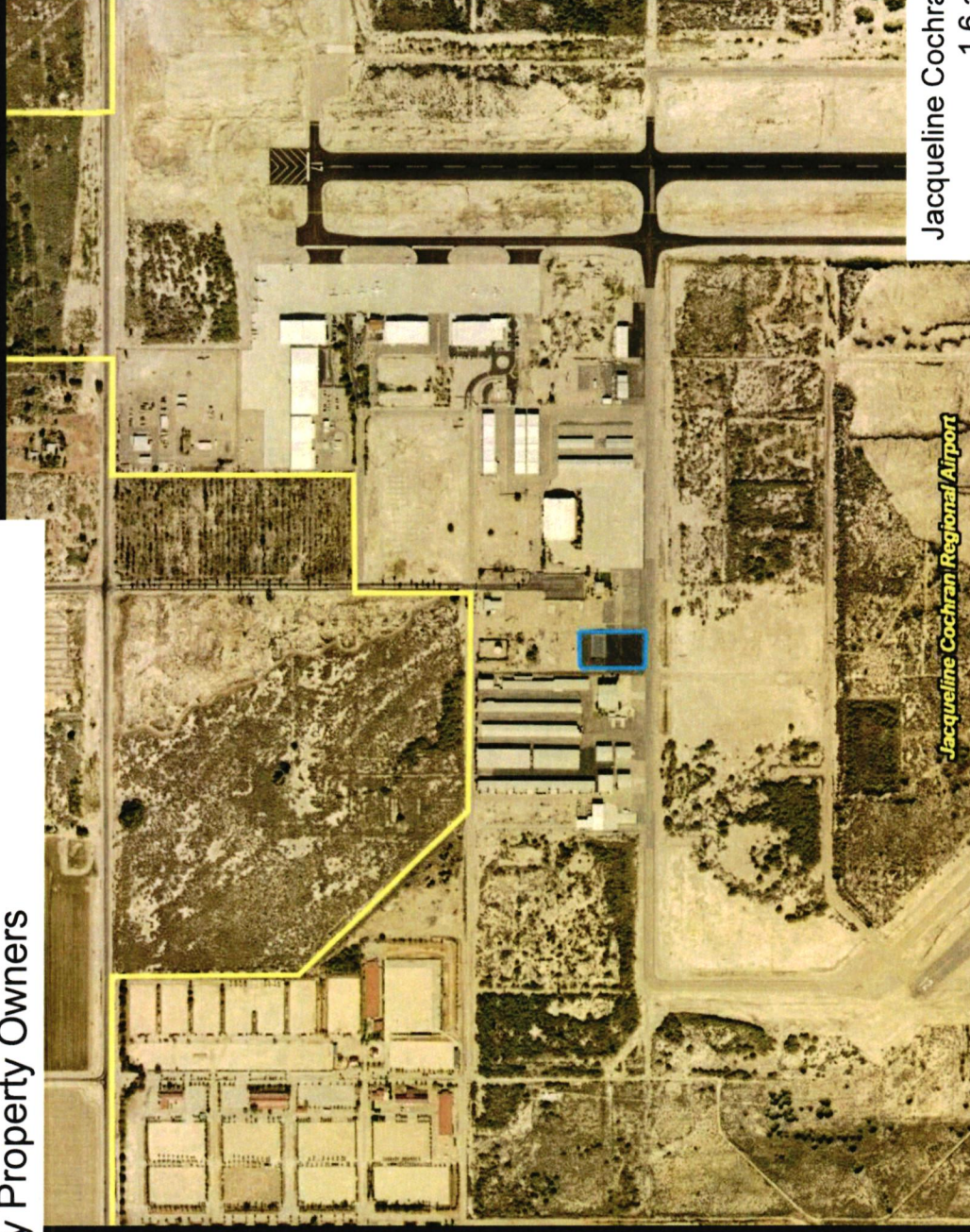
By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 
Ryan Yabko
Deputy County Counsel

Surrender Agreement (Jacqueline Cochran Regional Airport)
National Reversionary Property Owners



Jacqueline Cochran Regional Airport
1.6 acres

Jacqueline Cochran Regional Airport