

TO: James L. App, City Manager
FROM: Meg Williamson, Assistant City Manager
SUBJECT: Airport Lease Amendment – Johnson Weber
DATE: July 17, 2007

NEEDS: For the City Council to adopt Resolution No. 07-XX approving an amendment to the lease agreement with Frank Johnson and Mike Weber for property in the Airport Industrial Park.

FACTS:

1. On July 1, 1996, the City entered in to a long-term lease agreement with Thomas H. Cameron, Jr., for Lot 9 of Parcel 16 (PRAL 96-025) in the Airport Industrial Park.
2. On October 19, 1999, the City approved assignment of the lease to Frank Johnson and Mike Weber under the same terms and conditions.
2. Lessees remain in full compliance with the lease.
3. Lessees request approval to include Arnold Del Rio as Additional Lessee.

**ANALYSIS
AND**

CONCLUSION: The Lessees are currently in full compliance with the terms of the agreement. The agreement contains provision for amendment – including assignment or change of lessee. The requested additional lessee, Mr. Arnold Del Rio has been an Airport tenant and business owner for many years. All conditions and requirements of the lease remain in effect. No other modification is requested.

POLICY

REFERENCE: Adopted Lease Agreement and Airport Lease Policy

FISCAL

IMPACT: None

OPTIONS:

- A. Adopt Resolution No. 07-XX, approving an amendment to the lease agreement.
- B. Amend, modify, or reject the above option.

Attachments (2):

1. Resolution 07-XX
2. Lease Amendment

RESOLUTION NO. 07-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING AN AMENDMENT TO THE AIRPORT LEASE BETWEEN FRANK
JOHNSON AND MIKE WEBER FOR LOT 9, PARCEL 16, PRAL 96-025
(5052 Wing Way, Paso Robles, CA)**

WHEREAS, the City of El Paso de Robles continues to operate, maintain and develop the Paso Robles Municipal Airport for the service and benefit of the community; and

WHEREAS, long-term lease of land in the Airport Industrial Park is beneficial and in the best interest of the community, and;

WHEREAS, said agreements require occasional amendment due to changing conditions, and;

WHEREAS, that certain lease agreement dated July 1, 1996, between the City and Thomas H. Cameron, Jr., assigned to Frank Johnson and Mike Weber on October 19, 1999, remains in full compliance, and Lessees have requested an amendment to include Arnold Del Rio as additional lessee,

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby approve the Amendment to Lease dated July 17, 2007, and;

Section 2. That the City Council of the City of Paso Robles does hereby authorize the execution of the necessary documents as required.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 17th day of **July, 2007**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of July 17, 2007, by and between FRANK JOHNSON and MIKE WEBER, individuals (" **Current Lessees**"); and ARNOLD DEL RIO, an individual (an "**Additional Lessee**"), jointly and severally , and the CITY OF EL PASO de ROBLES, a municipal corporation ("**City**"), who agree as follows:

RECITALS

A. This Amendment is made with respect to that certain Municipal Airport Property Lease made and entered into on July 1, 1996, by and between City, as Lessor, and Thomas H. Cameron, Jr., as lessee (the "**Original Lease**") with respect to certain area situated at the Paso Robles Municipal Airport located in El Paso de Robles, California and referred to in the Original Lease as Lot 9 of Airport Parcel 16 of Parcel Map PRAL 96-025 (the "**Premises**").

B. The First Amendment to Lease, a lease amendment dated October 19th, 1999, assigning the lease agreement from Original Lessee to Current Lessees was approved by the City on that date, in accordance with provisions of Section 11 (Assignment and Subletting) of the master lease.

C. Current Lessees desire to amend the Original Lease to join the Additional Lessee with the Current Lessees to comprise, on a joint and several basis, the "Lessee" under the Original Lease as amended hereby, and the Additional Lessee desires to be joined with Current Lessees to comprise, on a joint and several basis, the "Lessee" under the Original Lease, as amended hereby.

D. All capitalized terms used herein but not specifically defined in this Amendment shall have the meanings ascribed to such terms in the Original Lease. The Original Lease, as amended hereby, shall herein and hereafter be referred to as the "Lease." All references in the Original Lease to the "Lease" shall herein and hereafter refer to the Original Lease, as amended hereby.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Current Lessee, City and Additional Lessee agree as follows:

1. Additional Lessee. Effective as of the date of this Amendment, all references in the Lease to "Lessee" shall mean and collectively refer to Original Lessee and each and every Lessee, jointly and severally. Without limiting Current Lessee's continuing duties, liabilities and obligations under the Lease, effective as of the date of this Amendment, the Additional Lessee agrees to join with Current Lessees as the "Lessee" under the Lease and agrees to pay and perform, as a direct obligation to City, all of the duties, liabilities and obligations required to be paid and performed by the "Lessee" under the Lease.

2. Notices. Section 22 of the Lease is hereby amended to provide that the notice contact for Lessee shall be as follows:

Frank Johnson
Mike Weber
Arnold Del Rio
P.O. Box 1062
Paso Robles, CA 93447

3. Use of Premises. Section 3 (Conduct of Business by Tenant) of the Original Lease addresses the requirements and restrictions for Tenant's business conduct on the leased premises. It is agreed, as terms of this amendment, that (1.) all provisions contained in the original lease shall remain valid and applicable to this agreement, and (2.) that any conduct of business on the leased premises shall be subject to the current Airport Rules & Regulations, Minimum Standards for Aeronautical Activities and adopted City Ordinances applicable to the conduct of said business within the City.

4. Attorneys' Fees. If any party commences an action against any of the parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of suit.

5. Lease in Full Force. Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Original Lease shall remain in full force and effect and Lessee, Additional Lessees and City hereby ratify the Original Lease, as amended hereby.

6. No Brokers. Lessee, City and each Additional Lessee each warrants to the others that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Amendment. Each party to this Amendment shall indemnify, defend and hold harmless the other parties from and against any and all claims asserted against such other party by any real estate broker, finder or intermediary relating to any act of the indemnifying party in connection with this Amendment.

7. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of California.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of City, its successors and assigns and Lessee and its permitted successors and assigns.

9. Invalidity of Provisions. If any provision of this Amendment is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of any such provision shall not affect the validity and enforceability of the remaining provisions hereof.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement.

11. Joint and Several. The obligations herein imposed upon Original Lessee and each and every Additional Lessee shall be joint and several as to each of the persons, firms, entities or corporations of which "Lessee" may be composed.

12. Approval by City; Memorandum of Lease Amendment. The parties hereby acknowledge and agree that this Amendment is subject to the adoption of a Resolution by the City approving this Amendment, with findings. Following the approval of this Amendment and the adoption of the Resolution by the City, the parties acknowledge and agree that a Memorandum of Lease Amendment in the form attached hereto as Exhibit A shall be executed by the parties and recorded with the County of San Luis Obispo Recorder's office.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment is executed as of the date first written above.

Current Lessees:

City of El Paso de Robles:

Frank Johnson, an individual

James L. App, City Manager

Mike Weber, an individual

Additional Lessee:

Arnold Del Rio, an individual

ATTEST:

Deborah Robinson, Deputy City Clerk