

**AMENDMENT No.2
TO
THAT LEASE AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND BARBARA COOPER-FERRINI, DOING BUSINESS AS, WEST COAST
AIR SERVICE, A SOLE PROPRIETORSHIP
(SITE J)**

This **Amendment No. 2** to that Lease dated April 5, 1999, between the County of San Luis Obispo, a political subdivision of the State of California (“County”) and Barbara Cooper-Ferrini, Doing Business As West Coast Air Service, A Sole Proprietorship (“West Coast Air Service”) as assigned September 9, 2014, to West Coast Air Service, LLC, a California Limited Liability Company wholly owned by Barbara L. Cooper Living Trust, a Revocable Trust:

WITNESSETH

WHEREAS, on April 5, 1999, the County and West Coast Air Service entered into a Lease Agreement (“Agreement”) related to Site J at the San Luis Obispo County Regional Airport; and

WHEREAS, on September 9, 2014, West Coast Air Service assigned the Agreement to West Coast Air Service, LLC (“Lessee”) , a limited liability company wholly owned by Barbara L. Cooper Living Trust, a Revocable Trust via an Assignment and Assumption Agreement; and,

WHEREAS, on January 24, 2017, the County and Lessee executed a First Amendment to Agreement whereby Lessee was granted a three (3) year extension, extending the term through December 31, 2019, and amending the “Rental” fee, “Construction on Premises” and “Protection of Premises” sections; and

WHEREAS, County and Lessee desire to extend the term of the existing Agreement, upon certain conditions, until December 31, 2022.

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions set forth herein, the parties mutually covenant and agree as follows:

1. Paragraph 2A (Extension of Lease Term) is deleted and replaced with the following:

A. **EXTENSION OF LEASE TERM**: Lease term is hereby extended until 11:59 PM December 31, 2022. The parties shall meet one year before expiration of the lease to discuss the future use of the site.

2. Paragraph 5 “RENTAL” the following language is added to the end of this paragraph:

Upon execution of this Amendment No. 2, Lessee understands that during the term to this Agreement, County will perform, at County’s own expense, rental appraisals for all Airport premises including those contained herein. Once said appraisal is completed, this section will be automatically amended, and the annual rent adjusted by any action of the County Board of Supervisors to adopt the rental fee structure as developed in said appraisals.

3. Paragraph 6 “CONSTRUCTION ON PREMISES” is revised by deleting the reference to Amendment No. 1 and replacing it with reference to Amendment No. 2, as follows:

Upon execution of this Amendment No. 2, with the exception to the replacement of three (3) portable hangars at Lease Site J north east of the Building Restriction Line (BRL) and previously approved for installation through the Tenant Improvement Process signed on November 15,2018, Lessee will not have the right to construct any additional improvements on the Premises during the Term of this Amendment.

All other provisions of said Agreement shall continue in full force and effect.

//////////NOTHING FURTHER PAST THIS POINT BUT SIGNATURES//////////

IN WITNESS WHEREOF, the parties have duly executed this Lease Amendment.

COUNTY OF SAN LUIS OBISPO

WEST COAST AIR SERVICE, LLC

By:

By:

Chairperson of the Board of Supervisors



Phillip Cooper, Member

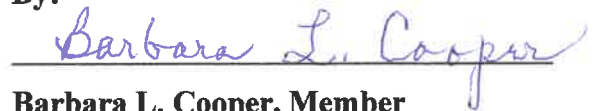
Approved by the Board of Supervisors this
___ day of _____, _____

Date: 12/26/19

ATTEST:

By:

Clerk of the Board of Supervisors



Barbara L. Cooper, Member


Date: _____

Date: 12/26/19

APPROVED AS TO FORM AND LEGAL
EFFECT

Rita L. Neal
County Counsel

By:



Deputy County Counsel

Date: 1/3/20