SUBJECT: AIRPORT LEASE - LOT 43

SOURCE: Fire Department/Airport

COMMENT: Mr. Jim Baughman, Baughman Air Service Inc., the current lease holder of Lot 43, has extended a purchase option of his private hangar to Mr. Leonard J. Alogna. Mr. Alogna is requesting Council authorization to assume the existing lease between the City of Porterville and Baughman Air Service Inc., dated August 1, 2001.

RECOMMENDATION: That the City Council approve the assigning of the lease agreement between the City of Porterville and Mr. Jim Baughman for Lot 43 to Mr. Leonard J. Alogna.

Attachment::
(1) Locator Map
(2) Request to Transfer Letters
(3) Assignment of Lease Agreement
(4) Lessor’s Consent to Assignment of Lease Agreement
ASSIGNMENT OF LEASE
(PORTERVILLE MUNICIPAL AIRPORT)

THIS AGREEMENT, made this 20th day of August, 2002, by and between Baughman Air Service Inc., James L. Baughman, President, P.O. Box 173, Stockton, KS 67669, as the Assignor, and Leonard J. Alogna, P.O. Box 27-489, Los Angeles, Ca 90027-0489, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective September 1, 2002, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated August 1, 2001 (hereinafter “Lease”), executed by and between the City of Porterville, as Lessor, and Baughman Air Service Inc., James L. Baughman, President, as Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

   An airport hangar known as No. 43, and containing a total area of approximately 4200 square feet, and establishing an original Lease terminating July 31, 2011.

2. Effective September 1, 2002, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord’s consent hereto, Assignee’s Notified Address and Assignee’s Billing Address shall be as set forth herein above.

4. Assignor hereby covenants said Lease as valid and existing and Landlord is not default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

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

ASSIGNOR

BY: __________________________

James L. Baughman

ASSIGNEE

BY: __________________________

Leonard J Alogna,
The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 20th day of August, 2002

CITY OF PORTERVILLE

BY: __________________________

Gordon T. Woods
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: __________________________

John Longley, CITY CLERK

APPROVED AS TO FORM:

BY: __________________________

Julia Lew
City Attorney