

**THIRD AMENDMENT TO RIVERSIDE MUNICIPAL AIRPORT LEASE
AGREEMENT
Terminal Building – Café Lease**

**LEIMAMO TAYLOR (FORMERLY KNOWN AS LEIMAMO BISHAW) doing business
as RIVERSIDE AIRPORT CAFÉ**

THIS THIRD AMENDMENT TO RIVERSIDE MUNICIPAL AIRPORT LEASE AGREEMENT ("Third Amendment") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City" and "Lessor"), a California charter city and municipal corporation and LEIMAMO TAYLOR (FORMERLY KNOWN AS LEIMAMO BISHAW), a sole proprietor, doing business as RIVERSIDE AIRPORT CAFÉ ("Lessee"), with reference to the following facts:

RECITALS

WHEREAS, the City and Lessee entered into that certain Riverside Municipal Airport Lease Agreement dated July 1, 2021, (the "Lease" or the "Lease Agreement"), wherein the City leased to Lessee certain leased space of approximately 2,500 square feet of space located on the westerly end of the first floor of the Terminal Building of the Riverside Municipal Airport, located at 6951 Flight Rd Suite 110 of the Terminal Building, Riverside Municipal Airport, Riverside, California 92504, and the adjacent patio area, consisting of approximately 720 square feet located along the northerly outer wall of said Terminal Building, solely for use as a restaurant ("Premises"), for a ten (10) year term, expiring on December 31, 2031; and

WHEREAS, the City and Lessee entered into that certain First Amendment to Riverside Municipal Airport Lease Agreement – Terminal Building – Café Lease dated February 16, 2022, (the "First Amendment"), to amend the Lease to correct the square foot of the originally leased space, to increase the square footage of the Premises by 1,300 additional square feet, consisting of two additional patio areas, of 1,260 square feet and 40 square feet, to increase the rent by \$250.00 per month, and to reflect the change in name of Leimamo Bishaw to Leimamo Taylor; and

WHEREAS, the City and Lessee entered into that certain Second Amendment to Riverside Municipal Airport Lease Agreement – Terminal Building – Café Lease dated May 4, 2023, (the "Second Amendment"), to amend the Lease to clarify section 9(d) Percentage Monthly Rental; and

WHEREAS, the City and Lessee desire to amend and modify the terms of the Lease Agreement with Exhibit "D", City Council Counter Proposal.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, Lessor and Lessee agree as follows:

1. The Lease Agreement is hereby amended to include Exhibit "D", City Council Counter Proposal, attached hereto and incorporated herein by this reference.

2. Paragraph 52, entitled "Exhibits" of the Lease is hereby amended to include Exhibit "D", City Council Counter Proposal.

3. All terms and conditions of the Lease Agreement not inconsistent with this Third Amendment shall remain in full force and effect and are incorporated herein by this reference as set forth in full.


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the City and Lessee hereto have caused this Third Amendment to Lease Agreement to be executed the date and year first written above.

CITY OF RIVERSIDE, a California charter city and municipal corporation

LEIMAMO TAYLOR (formerly known as LEIMAMO BISHAW), a sole proprietor, doing business as RIVERSIDE AIRPORT CAFE

By: _____
Daniel Prather
Airport Manager

By:  _____
Leimamo Taylor
Owner

Attest: _____
Donesia Gause
City Clerk

Certified as to Availability of Funds:

By:  _____
~~Asst.~~ Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Sean B. Murphy
Deputy City Attorney

EXHIBIT "D"

CITY COUNCIL COUNTER PROPOSAL

City Council Counter Proposal

Riverside Airport Café

Credit

- Provide \$98,000 TI credit, reducing past due amount of \$273,791.72 to \$175,791.72.

Payment Plan

- Extend current payment plan term from two (2) to five (5) years. With TI credit, reduces monthly payment plan amount of \$7,161.82 to \$2,929.86.

Revised Rate

- Allow Café to vacate Suite D for a savings of \$1,040/mo = \$4,061.99/mo (new rate)
- Cap of \$6,000 monthly, in lieu of percentage revenue share of 6.75%, which is equivalent to an effective 2.62% revenue share based on Dec 2024 revenues.
- This proposed plan results in a fixed total monthly payment of \$12,988.85.
 - (Payment Plan) \$2,926.86+
 - (Office/cafe space lease) \$4,061.99+
 - (Cap) \$6,000
- Once payment plan is satisfied, fixed monthly rate will decrease to \$10,061.99.
 - (Office/café space lease) \$4,061.99 +
 - (Cap) \$6,000

Agree to terms



Leimamo Taylor



Date