

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE December 15, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Amend the Agreement with the Radio Control Flyers Unlimited, Inc., for the Continued Use, Operation, and Maintenance of the Landing Strip and Field Area at Woodward Reservoir and Authorize an Extension from January 1, 2010 through June 30, 2010

STAFF RECOMMENDATIONS:

- 1) Approve to amend the agreement with the Radio Control Flyers Unlimited, Inc., for the continued use, operation, and maintenance of the landing strip and field area at Woodward Reservoir from January 1, 2010 through June 30, 2010.
- 2) Authorize the Director of Parks and Recreation to sign the amendment to extend the term of the contract from January 1, 2010 through June 30, 2010, upon mutual agreement with the Radio Control Flyers Unlimited, Inc.

FISCAL IMPACT:

The extended agreement would generate additional revenue of \$57.50 per month for a total of \$345.

BOARD ACTION AS FOLLOWS:

No. 2009-827

On motion of Supervisor Monteith, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

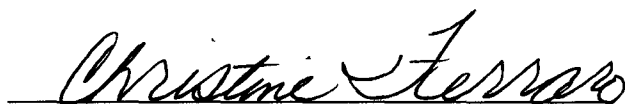
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Amend the Agreement with the Radio Control Flyers Unlimited, Inc., for the Continued Use, Operation, and Maintenance of the Landing Strip and Field Area at Woodward Reservoir and Authorize an Extension from January 1, 2010 through June 30, 2010

DISCUSSION:

In 1990, Radio Control Flyers Unlimited, Inc. (RCFU) presented to the Stanislaus County Parks and Recreation Commission a request to develop and maintain approximately thirty acres at Woodward Reservoir (Attachment A). This area is located in the undeveloped area of the reservoir accessible from Eastman Road (Attachment B).

The RCFU, under the governance of the Academy of Model Aeronautics (AMA), promotes the development of model aviation as a recognized sport and worthwhile recreation activity. The RCFU is an organization open to anyone interested in model aviation and promotes their programs through formal competition, membership, and providing organized youth groups and individuals an opportunity to experience model aircraft flying.

On February 18, 1992 the Board approved the land use for RCFU for a one-year trial. In 1993, the County entered into a 5-year agreement and in 1998, the agreement was extended for an additional 5 years (Attachment C).

In 2003, under lease agreement with South San Joaquin Irrigation District (SSJID), the conversion of the reservoir as a drinking water facility began. This conversion did not impact the RCFU agreement but did impact the Department's ability to complete a new contract. The Department continued to partner with the RCFU on a month-to-month basis. In 2004, the County entered into an extension of the agreement for an additional 5 years. In 2009, the Department entered into a month-to-month agreement through December 31, 2009, allowing time to negotiate a new contract with the RCFU (Attachment D).

The Department is requesting an additional amendment (Attachment E) to the agreement authorizing an extension from January 1, 2010 through June 30, 2010. The extension will allow RCFU ample time to solicit feedback and obtain approval from their members.

SSJID is aware of the request for the amendment to extend the agreement and has no concerns at this time.

POLICY ISSUE(S)

The Board of Supervisors should consider whether the approval of this request to extend the agreement supports the Board of Supervisors' priority of effective partnerships.

STAFFING IMPACTS

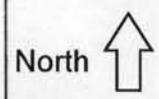
There are no staffing impacts associated with this item.

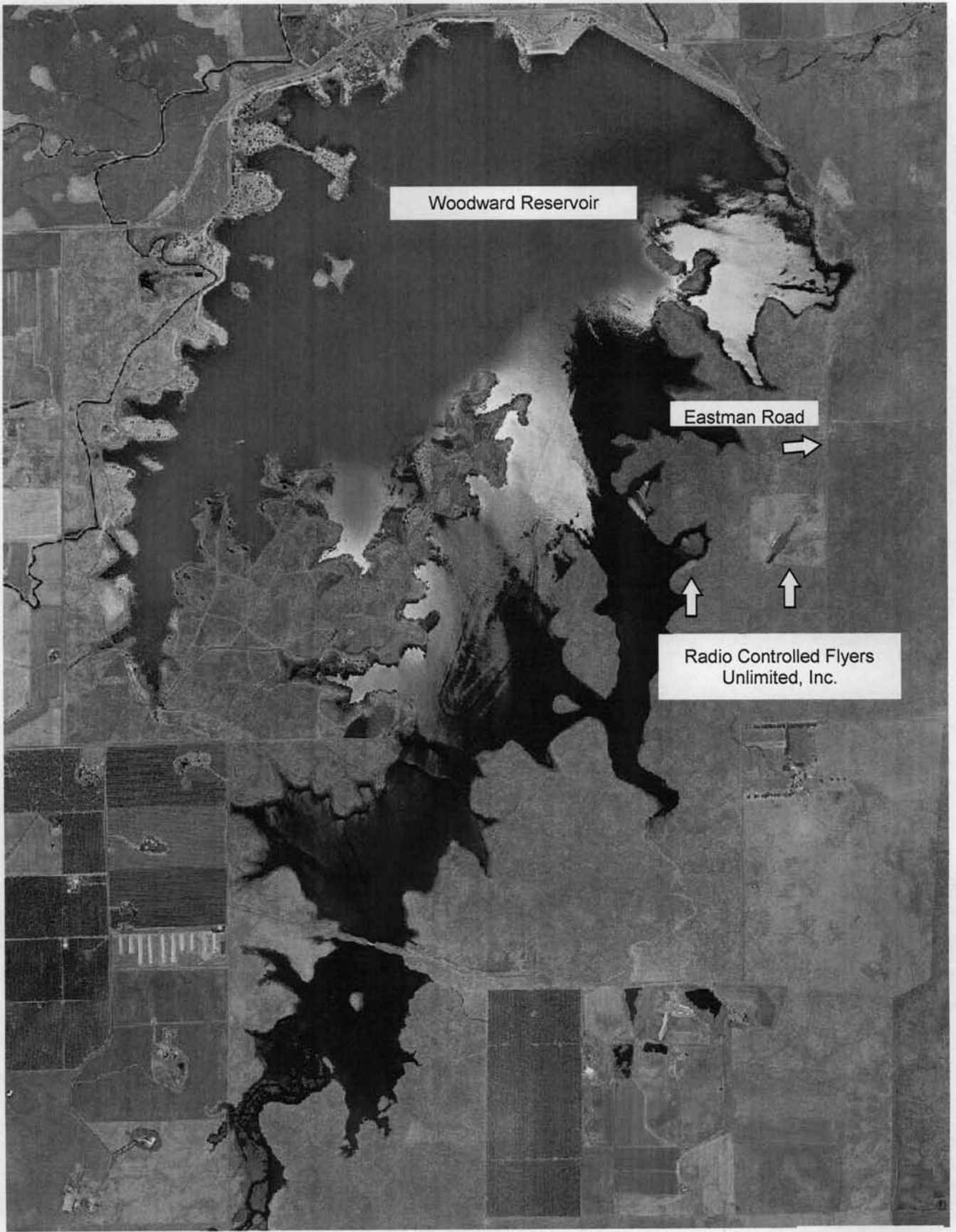
CONTACT PERSON

Sonya K. Harrigfeld, Director, or
Margarita D. Ramos, Deputy Director.
Telephone: 209-525-6770



Woodward Reservoir
Radio Control Flyers Unlimited, Inc.
Area of Use





Woodward Reservoir

Eastman Road

Radio Controlled Flyers
Unlimited, Inc.

PERMIT TO USE PARK LAND

THE COUNTY OF STANISLAUS, a political subdivision of the State of California, hereinafter called the "County," hereby gives permission to RADIO CONTROL FLYERS UNLIMITED, INC., hereinafter called "Permittee," to use the following described County property for such purposes and upon such terms and conditions as are herein provided.

WITNESSETH:

In consideration of the mutual covenants, conditions, promises and agreements herein contained, the County and Permittee hereby mutually covenant and agree as follows:

- 1. Grant and Description of Premises.** The County, for and in consideration of the agreements hereinafter stated, grants to Permittee the exclusive right and privilege to use a portion of Woodward Reservoir, which site or premises is more fully designated on Page 11, attached hereto and by this reference made a part hereof.

No Permittee rights expressed or implied, other than those expressly given in this permit, are granted, and any other rights are hereby denied Permittee under this permit. It is understood that the privileges granted herein are exclusive, but the County reserves the right to grant other similar or identical permits in other locations within Stanislaus County.

- 2. Term.** The term of the permit shall be for a period of five (5) years and shall commence at 12:01 a.m. on September 1, 2004, and terminate at 11:59 p.m. on August 31, 2009. At the expiration or termination of this permit as herein provided, Permittee shall, within thirty (30) days thereafter, remove from said premises, or otherwise dispose of in a manner satisfactory to the County, all personal property belonging to Permittee located on said premises subject to the provisions of Paragraph 10 of this permit. Should Permittee fail to remove or dispose of its property as herein provided, the County may, at its election, consider such property abandoned or may dispose of the same at Permittee's expense. Also, at the expiration or termination of this permit, Permittee shall quit and surrender the said premises, including real property improvements, in a good state of repair.
- 3. Option to Renew.** This agreement may be renewed at the option of the County for a period of five (5) years from the expiration of the original term and on the same terms and conditions. Such option is to be exercised in writing at least one (1) month prior to the termination of the existing agreement period. Renewal is subject to negotiation and may be based on the Consumer Price Index (CPI).
- 4. Complaints.** The Stanislaus County Parks and Recreation Commission will review all complaints and operational problems, if there be any, and make

recommendations to the Board of Supervisors in regard to any future or longer-term use permit. Permittee will document all complaints, however received, stemming from their use of said the County property and report such complaints to the Stanislaus County Director of Parks and Recreation within seven (7) days of event after each complaint.

5. **Termination.** This permit may be terminated by the County at any time and for any reason deemed sufficient by the Board of Supervisors of said County, by giving ten (10) days' written notice to Permittee of its intention to do so.
6. **Fee.** Permittee shall pay without demand the sum of \$690 annually, commencing September 1, 2004, payable in advance. The payment to the County shall be made to the order of STANISLAUS COUNTY, Purchasing Division, located at 1010 – 10th Street, Suite 5400, Modesto, California 95354.
7. **Use of Premises.** Permittee hereby agrees to use the premises for the following purposes only: model aircraft flying field and landing strip. It is understood that a conceptual plan will be provided to the Parks and Recreation Commission within three (3) months of the execution of this Agreement.

Permittee shall have the right and duty to manage, operate and maintain the premises and facilities. The Club shall work with Parks and Recreation Staff to develop a maintenance plan for the area, including but not limited to mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee expressly agrees at all times during the term of this permit, at its own cost and expense, to maintain such premises and areas adjacent in a clean, safe and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this permit, in force, relating to sanitation or public health, safety or welfare, and Permittee shall at all times faithfully obey and comply with all laws, rules and regulations of Federal, State, the County or other governmental bodies or departments or officers thereof. Permittee shall remedy without delay any defective, dangerous or unsanitary conditions.

Permittee shall not use, or permit the subject premises to be used, in whole or in part during the term of this permit, for any purpose other than as set forth without the prior consent of the County first had and obtained.

The County reserves the right to prohibit the sale of any item, which has not been approved in writing. Permittee's use of said premises will not interfere with any other use permitted by the County.

8. **Responsibility of Permittee.** The County shall not exercise any form of control, directly or indirectly, of the time or manner of flying radio controlled model airplanes. Permittee assumes all responsibility for control and safety of

any person or persons using premises at Permittee's discretion or with Permittee's permission. Such control shall specifically include all flight operations.

All model aircraft shall be equipped with spark arresters or other fire preventive equipment. Permittee will also keep proper fire extinguishers available and in good working order during all flights.

9. **Title to Improvements.** Permittee acknowledges that title to all real property is vested in the County.
10. **Personal Property.** Title to all personal property provided by Permittee shall remain in Permittee for the duration of this permit. The County will not be responsible to Permittee for any loss of property from said premises, however occurring, nor the replacement of any equipment, furnishings or property of any kind, whether lost, stolen, broken, burned or otherwise damaged.
11. **Construction or Modification of Improvements.** Permittee may construct, make improvements or modifications only with the written approval of the Director of the Stanislaus County Department of Parks and Recreation. Additionally, plans and specifications for such changes shall be submitted to the County for approval. Permittee agrees to accept said premises in their presently existing condition, "as is," and that the County shall not be obligated to make any alterations, additions or betterments thereto.
12. **Ownership of Improvements.** Title to improvements on the premises at the commencement of this permit is retained by the County, and this permit is subject to any rights of ownership in the improvements. All improvements constructed on the premises by Permittee as permitted by this permit, shall be owned by Permittee until expiration of the term or earlier termination of this permit. Permittee shall not, however, remove any improvements from the premises nor waste, destroy, or modify any improvements on the premises, except as permitted by this permit.

All improvements on the premises at the expiration of the term or earlier termination of this permit, shall, without compensation to Permittee, become County property free and clear of all claims to or against them by Permittee or any third person, and Permittee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph.
13. **Maintenance and Use of Improvements.** Permittee agrees to maintain any and all facilities on the subject premises in good order and repair, at its own cost and expense, during the entire term of this permit. Permittee will be responsible for the maintenance of all the shaded portion of the areas as reflected in Exhibit "A."

The Club shall coordinate with Park Staff on a monthly basis for assistance with the maintenance of the range as listed, but not limited to the following: mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee shall perform at its own cost and expense required maintenance and repairs and should Permittee fail, neglect or refuse to do so, the County shall have the right to perform such maintenance or repairs for Permittee's account; and Permittee agrees to promptly reimburse the County for the cost thereof, provided, however, that the County shall first give Permittee ten (10) days' written notice of its intention to perform such maintenance or repairs for Permittee's account for the purpose of enabling Permittee to proceed with such maintenance or repairs.

Permittee shall, at its sole cost and expense, provide and maintain in good repair at all times necessary boundary fences. Such fences, that are now installed, may not be the property of the County and the County does not warrant their availability. Any gate used by Permittee to access the property will be properly maintained and locked at all times, as not to permit unauthorized uses of the area.

Permittee shall, at all times and at its own expense, do all things reasonably necessary to protect the property used by Permittee and does hereby volunteer the services in that behalf.

Permittee shall not grant, with respect to said premises, easement, rights-of-way, licenses or permits.

- 14. Closure.** At any time should an occurrence necessitate the closing of the property, Permittee shall have no recourse by law to the County for losses incurred.
- 15. Indemnification.** Permittee shall indemnify the County from any and all claims, losses, damages or liability arising out of this Contract from any cause whatsoever, except the active negligence of the County.
- 16. Insurance.** Permittee shall procure and maintain, at Permittee's expense and for the duration of the agreement, insurance coverage provided by a California admitted insurer licensed to transact business in California as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance or omission to perform any term or condition of this agreement by the Permittee or the Permittee's agents, representatives, employees or subcontractors, as follows:
 - a. **Minimum Scope of Insurance** - Insurance Coverage shall be at least as broad as:

- i. **General Liability**: One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Permittee under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - ii. **Owned/Non-owned automobile liability insurance** providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000.00) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000.00) per accident.
- b. **Deductibles, Self-Insured Retentions, Named Insureds** - Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or Permittee shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. **Other Insurance Provisions** - The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **General Liability and Automobile Liability Coverage**
 - 1. Permittee shall provide a specific endorsement naming the County and the County's officers, officials, employees and volunteers as additional insureds regarding liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of Permittee, including the insured's general supervision of Permittee, services, products and completed operations of Permittee, premises owned, occupied or used by Permittee, and automobiles owned, leased, hired or borrowed by Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the County or the County's officers, officials, employees or volunteers.
 - 2. Permittee's insurance coverage shall be primary insurance regarding the County and the County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or the County's officers, officials, employees or volunteers shall be in excess of Permittee's insurance and shall not contribute with Permittee's insurance.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or the County's officers, officials, employees or volunteers.
 4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- ii. **Workers' Compensation and Employers Liability Coverage** - The insurer shall agree to waive all rights of subrogation against the County and the County's officers, officials, employees and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Contractor.
 - iii. **All Coverage** - Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- d. **Acceptability of Insurers** - Insurance is to be placed with California admitted insurers with the Best's rating of no less than A-VIII.
 - e. **Verification of Coverage** - Prior to performing any term or condition of this Agreement, Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this section. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in the County's sole and absolute discretion, approved by the County before any term or condition of this Agreement is performed by Permittee. The County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
 - f. **Insurance Limits Do Not Limit Permittee Liability** - The limits of insurance described herein shall not limit the liability of Permittee and Permittee's agents, representatives, employees or subcontractors. Copies of these policies and certificates evidencing the same shall be filed with the Purchasing Division of Stanislaus County. The filing of all insurance policies and certificates required by this paragraph is a condition precedent to this permit becoming effective.
- 17. Taxes.** Permittee agrees to pay all lawful taxes, assessments or charges which, at any time, may be levied by the State, County, City or any tax assessment or assessment levying body upon any interest in this permit of any possessory right which Permittee may have in or to the premises covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods,

merchandise, pictures, appliances, equipment and property owned by it in or about said premises. Permittee shall and does hereby assume responsibility for payment of any and all licenses applicable to its operation on said premises.

- 18. Inspection of Premises.** Permittee agrees that the County, acting through its authorized agents and employees, shall have the right to enter upon the premises at any reasonable time to inspect them.
- 19. Inspection and Maintenance.** The County reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the County, and the right to do any and all work of any nature for the preservation, of maintenance and operation of the property. Permittee shall be given reasonable notice when such work may become necessary and will adjust his operation in such a manner that the County may proceed expeditiously.
- 20. Permit Notice.** Any notices herein provided to be given, or which may be given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Permittee:

RADIO CONTROL FLYERS UNLIMITED, INC.
c/o Mr. Ward Hendricks
1512 Picardy Drive
Modesto, California 95351

To The County:

COUNTY OF STANISLAUS
Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, California 95354

The address to which the notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, as therein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

- 21. Interpretation of Permit.** This permit is made under and is subject to the laws of the State of California, in all respects as to interpretation, construction, operation, effect and performance.
- 22. Waiver of Permit Terms.** No waiver by the County at any time of any of the terms, conditions or covenants of this permit shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant

herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the County to re-enter the premises or to exercise any right, power or privilege or option arising from any default nor any subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or is construed as a waiver of such default or a relinquishment of any right or any acquiescence therein. No option, right, power, remedy or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the County by this permit shall be deemed cumulative.

- 23. Assignments and Subleases.** Except as expressly provided elsewhere in this permit, no transfer or assignment by Permittee of this permit or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or persons, entity or entities whatsoever, shall be made unless such transfer or assignment is first approved in writing by the County.
- 24. Waiver of Claims.** Permittee hereby waives any claims against the County, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly, attacking the validity of this permit, or any part thereof or by any judgment or award in any suit or proceeding declaring this permit null, void or voidable, or delaying the same or any part thereof from being carried out.
- 25. Actions.** In the event of any action or suit upon this permit, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs, disbursements and expenses, including administrative expenses.
- 26. Right of Entry as Agent.** In any case in which provision is made herein for the termination of this permit by the County, or in the case of abandonment or vacating of the premises by Permittee, the County, in lieu of declaring a forfeiture, may enter upon the premises. To such end, Permittee hereby irrevocably appoints the County and its agent to remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Permittee. Permittee agrees to save the County harmless from any loss or damage or claim arising out of the action of the County in pursuance of this paragraph.
- 27. Eminent Domain.** If, during the term of this permit, any property described herein or hereafter added hereto is taken in eminent domain, the entire award shall be paid to the County.
- 28. Hazardous Substances.** No goods, merchandise or material shall be kept, stored or sold in, on or on said premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said premises,

other than is authorized by this permit, and no machinery or apparatus shall be used or operated on said premises which will in any way injure said premises or structures; provided that nothing contained in this paragraph shall preclude Permittee from bringing, keeping or using on or about said premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business. Gasoline and oils shall be stored, handled and dispensed as required by present or future regulations and laws.

- 29. Paragraph Titles.** The paragraph titles in this permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this permit or in any way affect this permit.
- 30. Permit in Counterparts.** This permit is executed in counterparts, each of which shall be deemed an original.
- 31. Permit Documents.** The complete permit between the parties hereto shall consist of the identified documents; this permit entitled "Permit to Use Park Land" and Exhibit "A" thereto.
- 32. Utilities and Services.** Permittee shall be responsible for the payment of all utility charges pertaining to its operation.
- 33. Remedies Not Exclusive.** The use by either party of any remedy specified herein for the enforcement of this permit is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.
- 34. Waste.** Permittee agrees not to commit any waste, nuisance or unlawful act upon the demised premises. Permittee shall, at all times, exercise due diligence in the protection of the premises against damage or destruction by fire or other causes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF STANISLAUS

RADIO CONTROLLED FLYERS
UNLIMITED, INC.

LANDLORD:

TENANT:

John
Pat Sweeney
PURCHASING AGENT
COUNTY OF STANISLAUS

James J. June
REPRESENTATIVE
RADIO CONTROLLED FLYERS
UNLIMITED, INC.

Aug 26, 2004
Date

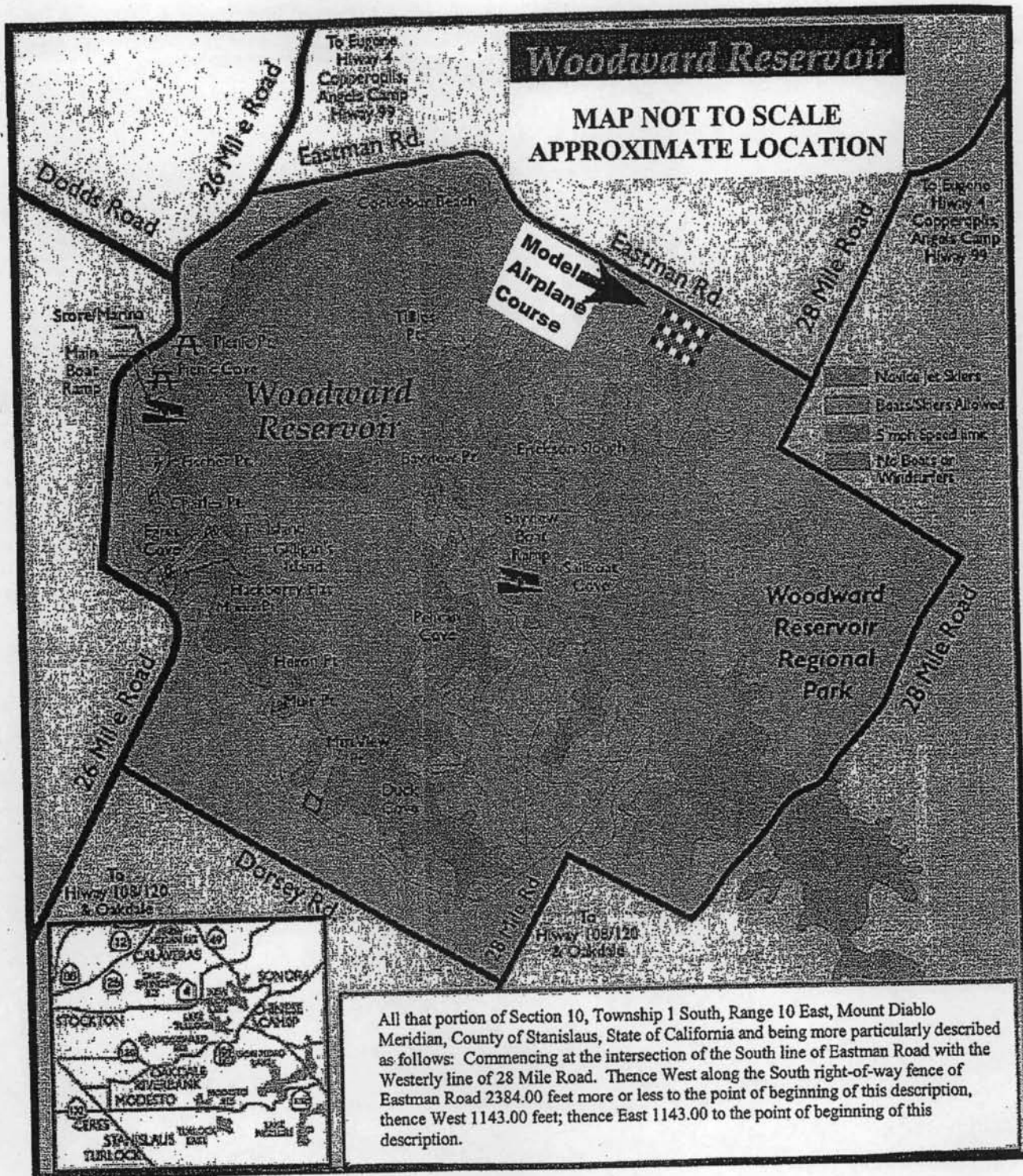
8-6-04
Date

APPROVED AS TO CONTENT:

Amya Harrigfeld
SONYA HARRIGFELD
Interim Director Parks and Recreation
8/11/04
Date

APPROVED AS TO FORM:

Michael H. Krausnick
County Counsel
Edward R. Burroughs
EDWARD R. BURROUGHS
Deputy County Counsel
8-13-04
Date



All that portion of Section 10, Township 1 South, Range 10 East, Mount Diablo Meridian, County of Stanislaus, State of California and being more particularly described as follows: Commencing at the intersection of the South line of Eastman Road with the Westerly line of 28 Mile Road. Thence West along the South right-of-way fence of Eastman Road 2384.00 feet more or less to the point of beginning of this description, thence West 1143.00 feet; thence East 1143.00 to the point of beginning of this description.



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

AMENDMENT NO. 1

TO

PERMIT TO USE PARK LAND

This Amendment No. 1 to Permit to Use Park Land ("Amendment No. 1") by and between the County of Stanislaus ("County") and Radio Control Flyers Unlimited, Inc., ("Permittee") is made and entered into on 12:01 a.m. September 1, 2009.

Whereas, the County and Permittee entered into a Permit to Use Park Land dated September 1, 2004; and

Whereas, the term of the Permit commenced on 12:01 a.m., September 1, 2004 and terminates at 11:59 p.m., on August 31, 2009; and

Whereas, Section 3 – Option to Renew of the Permit provides for an option to renew for a period of five years from the expiration of the original term; and

Whereas the County has a need to extend the Permit to renegotiate a new Permit; and

Whereas Section 6 – Fee stipulates Permittee shall pay without demand the sum of \$690 annually, commencing September 1, 2004, payable in advance; and

Whereas the County has a need for payment in advance on a month-to-month basis until the new permit is executed; and

Whereas, this amendment is for the mutual benefit of County and Permittee;

Now, therefore, the County and Permittee agree as follows:

1. Section 2 of the Permit is amended to read as follows:

"TERM: The initial term of this permit shall be for the period of five (5) years and shall commence at 12:01 a.m. on September 1, 2004 and terminate at 11:59 p.m. on August 31, 2009. An extended term of the Permit shall be for a period commencing on September 1, 2009 at 12:01 a.m. and terminating on December 31, 2009 at 11:59 p.m. At the expiration or termination of this permit as herein provided, Permittee shall within thirty (30) days thereafter, remove from said premises, or otherwise dispose of in a manner satisfactory to the County, all personal property belonging to Permittee located on said premises subject of the provisions of Paragraph 10 of this permit. Should Permittee fail to remove or dispose of its property as herein provided, the County may, at its election, consider such property abandoned or may dispose of the same at Permittee's expense. Also, at the expiration or termination of this permit, Permittee shall quit and surrender the said premises, including real property improvements, in a good state of repair."

2. **"FEE:** The initial term of this permit, the Permittee shall pay without demand, the sum of \$690 annually, commencing September 1, 2004, payable in advance. The extended term of this permit, the Permittee shall pay without demand, the sum of \$57.50 monthly, commencing September 1, 2009,

payable in advance. The payment to the County shall be made to the order of Stanislaus County, Department of Parks and Recreation, 3800 Cornucopia Way, Suite C, Modesto, California 95358.

3. Except as provided in this Amendment, all other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p>COUNTY OF STANISLAUS GSA Purchasing</p> <p>By: _____ Julie A. Mefferd Director/Purchasing Agent</p> <p style="text-align: center;">"County"</p> <p>Date: _____</p>	<p>RADIO CONTROL FLYERS UNLIMITED, INC.</p> <p>By: _____ Name <u>Tamas Miller</u> Title "Permittee"</p> <p>Date: <u>10-22-09</u></p>
<p>APPROVED AS TO CONTENT: Department of Parks and Recreation</p> <p>By: _____ Sonya K. Harrigfeld Director</p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: _____ Thomas E. Boze Deputy County Counsel</p>	



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

BOARD OF SUPERVISORS
2010 FEB 17 A 10:43

**AMENDMENT NO. 2
TO
PERMIT TO USE PARK LAND**

This Amendment No. 2 to Permit to Use Park Land ("Amendment No. 2") by and between the County of Stanislaus ("County") and Radio Control Flyers Unlimited, Inc., ("Permittee") is made and entered into on 12:01 a.m. January 1, 2010.

Whereas, the County and Permittee entered into a Permit to Use Park Land dated September 1, 2004; and

Whereas, the initial term of the Permit commenced on 12:001 a.m., September 1, 2004 and terminated at 11:59 p.m., on August 31, 2009; and

Whereas, Section 3 – Option to Renew of the Permit provides for an option to renew for a period of five years from the expiration of the original term; and

Whereas, in Amendment number 1 the County extended the Permit for a secondary term commencing on 12:01 a.m. September 1, 2009 and terminating at 11:59 p.m. on December 31, 2009 and changed the payment terms to advance payment on a month-to month basis until the new permit is executed; and

Whereas, the County has a need to extend the Permit to complete negotiations with the Permittee; and

Whereas, this amendment is for the mutual benefit of County and Permittee;

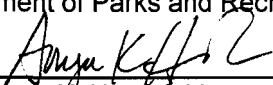


Now, therefore, the County and Permittee agree as follows:

- 1. Section 2 of the Permit is amended to read as follows:

"TERM: The initial term of this permit shall be for the period of five (5) years and shall commence at 12:01 a.m. on September 1, 2004 and terminate at 11:59 p.m. on August 31, 2009. A second extended term of the Permit shall be for a period commencing on September 1, 2009 at 12:01 a.m. and terminating on December 31, 2009 at 11:59 p.m. A third extended period shall be for a period commencing at 12:00 a.m. on January 1, 2010 and terminating on June 30, 2010 at 11:59 p.m. At the expiration or termination of this permit as herein provided, Permittee shall within thirty (30) days thereafter, remove from said premises, or otherwise dispose of in a manner satisfactory to the County, all personal property belonging to Permittee located on said premises subject of the provisions of Paragraph 10 of this permit. Should Permittee fail to remove or dispose of its property as herein provided, the County may, at its election, consider such property abandoned or may dispose of the same at Permittee's expense. Also, at the expiration or termination of this permit, Permittee shall quit and surrender the said premises, including real property improvements, in a good state of repair."

2. Except as provided in this Amendment, all other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p>COUNTY OF STANISLAUS Department of Parks and Recreation</p> <p>By: <u></u> Sonya K. Harrigfeld Director</p> <p>Date: <u>1/13/10</u> "County"</p>	<p>RADIO CONTROL FLYERS UNLIMITED, INC.</p> <p>By: <u></u></p> <p>Name _____ Title _____</p> <p>Date: _____ "Permittee"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Thomas E. Boze Deputy County Counsel</p>	