

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

302



FROM: Economic Development Agency

SUBMITTAL DATE:
March 12, 2015

SUBJECT: Jacqueline Cochran Regional Airport – First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement No Further CEQA Action Required; District 4,[\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) as all potentially significant effects of the Project have been adequately analyzed in the prior Mitigated Negative Declaration (MND) (SCH No. 2004081118) for the Jacqueline Cochran Regional Airport Master Plan;
2. Approve the attached First Amendment to the Limited Fixed Based Operation Ground Lease Agreement,(Project) including attachments, between the County of Riverside, as Lessor and KJ Aviation, LLC, a California limited liability company, doing business as Oliphant Aviation, as Lessee (First Amendment);

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A	Budget Adjustment: No
	For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION: APPROVE
BY: Rohini Dasika
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 24, 2015
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 3.22 of 8/8/13 | District: 4 | Agenda Number: **3-10**

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 3/3/15

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Jacqueline Cochran Regional Airport – First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement; No Further CEQA Action Required; District 4,[\$0]

DATE: March 12, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Supervisors to execute the attached First Amendment; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the First Amendment, including, but not limited to, signing subsequent necessary and relevant documents, subject to County Counsel approval.

BACKGROUND:

Summary:

The County of Riverside (as lessor)(County) and KJ Aviation, LLC, a California limited liability company (as lessee) (KJ Aviation) entered into that certain Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement dated August 20, 2013 (Ground Lease) relating to, among other things, the lease of that certain real property consisting of 4.67 acres of vacant land, located at the Jacqueline Cochran Airport (Leased Premises), and the construction thereon, in phases, of a limited fixed base operation for the development of aircraft storage hangars to be sold or leased (Project). The Ground Lease has an initial term of 48 months, with an option to extend the term an additional 30 years upon the completion of construction of the Project provided KJ Aviation is in good standing. Construction of the Project has not yet commenced.

Due to changed financial conditions, KJ Aviation is requesting the County amend the Ground Lease and consent to the following changes in ownership structure which are necessary to make the Project financially feasible and ensure Project completion: (i) consent to KJ Aviation's Amended and Restated Operating Agreement providing for changes in structure and control which includes, among things, adding Oliphant Enterprises, Inc., a California corporation, as a member to KJ Aviation and appointing Oliphant Enterprises, Inc., as manager of KJ Aviation; (ii) acknowledge and consent to the name change from "KJ Aviation" to "KJ Aviation, doing business as Oliphant Aviation;" and (iii) amend the Ground Lease to extend the construction period and phasing schedule. The proposed consent to change in KJ Aviation's ownership structure, name change and amendments to the Ground Lease will allow KJ Aviation to timely complete the development of the improvements required pursuant to the Ground Lease and make the Project financially feasible allowing KJ Aviation to perform its obligations pursuant to the Ground Lease. The name change will also increase the marketability of the Project. The proposed consents and amendments to the construction and phasing schedule are set forth in the proposed First Amendment, including attachments, which is attached. Other than the changes set forth in the proposed First Amendment, the existing terms and conditions of the Ground Lease will remain unchanged.

California Environmental Quality Act (CEQA) Findings

The Project is an amendment to an existing Ground Lease that modifies the construction schedule and the phasing schedule, consents to a name change and the change in structure and control of KJ Aviation to ensure the financial viability of the Project, and other non-substantive modifications necessary to implement the Ground Lease. The environmental impacts of the proposed changes for the Project were already evaluated under CEQA pursuant to the Jacqueline Cochran Regional Airport Master Plan and certified MND (SCH No. 2004081118). The Project will not result in any new significant environmental effects, substantially increase the severity of the prior environmental effects, alter or include additional mitigation measures, or result in any other changes that may impact the prior significance determinations identified in the previously certified MND.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Jacqueline Cochran Regional Airport – First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement; No Further CEQA Action Required; District 4,[\$0]

DATE: March 12, 2015

PAGE: 3 of 3

California Environmental Quality Act (CEQA) Findings

(Continued)

The amendment to the existing Ground Lease is merely implementing the lease and related development that was already covered by the Master Plan and associated MND.

County Counsel has reviewed and approved the attached First Amendment, including all exhibits. Staff recommends that the Board approve the First Amendment, including all exhibits. A Notice of Determination to this effect will be filed with the County Clerk upon Project approval.

Impact on Citizens and Businesses

The First Amendment to the Ground Lease will assist the County's effort to increase airport operations which will in turn provide increased patron activities for local businesses

SUPPLEMENTAL:

Additional Fiscal Information

There is no net county cost and no budget adjustment required.

Attachment(s):

- First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease

**FIRST AMENDMENT TO JACQUELINE COCHRAN
REGIONAL AIRPORT LIMITED FIXED BASE OPERATION
GROUND LEASE AGREEMENT**

This FIRST AMENDMENT TO JACQUELINE COCHRAN REGIONAL AIRPORT LIMITED FIXED BASE OPERATION GROUND LEASE AGREEMENT ("First Amendment") is made and entered into as of this 24th day of March, 2015 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and KJ AVIATION, LLC, a California limited liability company, doing business as OLIPHANT AVIATION ("Lessee"). The County and Lessee are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. The County and Lessee entered into that certain Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement, dated August 20, 2013 ("Ground Lease") relating to, among other things, the lease of that certain real property consisting of 4.67 acres of vacant land, located at the Jacqueline Cochran Airport described in the legal description attached hereto as **Attachment No. 1** and incorporated herein by this reference ("Leased Premises"), and the construction thereon, in phases, of a limited fixed base operation for the development of aircraft storage hangars to be sold or leased ("Project"). All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Ground Lease;

B. Due to changed financial conditions, Lessee was unable to timely complete the development of the improvements required pursuant to the Ground Lease and the Parties desire to revise the construction period and phasing schedule to allow for completion of the subject improvements;

C. In order to secure the financial feasibility of the Project, on December 29, 2014, Lessee amended and restated its Operating Agreement to provide for the following changes in structure and control (i) adding the following entities as members to Lessee, Black Hawk I, LLC, an Idaho limited liability company, Oliphant Enterprises, Inc., a California corporation, Trigg Financial Group, PLLC, and Black Hawk Capital Managers, LLC, an Idaho limited liability company, and (ii) appointing Oliphant Enterprises, Inc., a California corporation as

manager of Lessee with the authority to bind Lessee. Such change in ownership structure was necessary to make the Project financially feasible allowing Lessee to perform its obligations pursuant to the Ground Lease. Lessee has requested the County's consent to the aforementioned structural change; and

D. To improve the marketability of Lessee's business, Lessee will now conduct its business under the name of Oliphant Aviation, which fictitious business name has been properly filed with the County of Riverside's County Clerk Recorder;

E. The purpose of this Agreement is to effectuate and amend the Ground Lease by providing for (i) an extension of the construction period; (ii) amendment to the phasing schedule; (iii) County consent to the change in structure and control of Lessee to ensure the financial viability of the Project; and (iv) modifications to certain other obligations of the Parties, all on the terms and conditions as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The Recitals and attachments referenced above are incorporated herein by this reference and adopted by the Parties to be true and correct.
2. **Change in Structure and Control of Lessee**. The County hereby approves and consents to the addition of Black Hawk I, LLC, an Idaho limited liability company, Oliphant Enterprises, Inc., a California corporation, Trigg Financial Group, PLLC, and Black Hawk Capital Managers, LLC, an Idaho limited liability company as members of Lessee as set forth in that certain Third Restated Operating Agreement of KJ Aviation, LLC, a California limited liability company dated December 29, 2014 ("Operating Agreement"). County hereby further consents to the designation of Oliphant Enterprises, Inc., a California corporation, as "manager" of Lessee pursuant to the Operating Agreement.
3. **Size of Leased Premises**. The Parties hereby acknowledge and agree that the Leased Premises (defined as the "Subject Property" in the Ground Lease) consists of

approximately 4.67 acres of vacant land as set forth in the legal description and survey attached hereto as **Attachments 1 and 2** respectively and each incorporated herein by this reference.

4. **Amendments to the Ground Lease.** The Ground Lease is hereby amended as follows:
- a. **Rent.** Section 5 of the Ground Lease titled, "Rent," is hereby deleted in its entirety and replaced with the following"

"5. **Rent.** As of the Effective Date of that certain First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement between the County and Lessee ("First Amendment"), Lessee shall pay to County as Base Rent for the use and occupancy of the Subject Property monthly rent equal to Six Thousand Three Hundred Twenty-Three Dollars and 18/100 (\$6,323.18.00). The County and Lessee acknowledge and agree that the aforementioned Base Rent amount is based, in part, on the proximity of the Subject Property to the heavy ramp improvements identified in the Site Plan attached hereto as Exhibit F and incorporated herein by this reference. The Base Rent amount shall be adjusted pursuant to Sections 5. (b) and 5 (c) below.

Said rent is due and payable in advance on the first of each month. The rent shall be considered delinquent, if not paid by the 15th of the month. If the monthly rent becomes delinquent, Lessee will be charged a late fee equivalent to ten percent (10%) of the delinquent rental amount, exclusive of late fees, for each month that rent is delinquent.

(a) Intentionally Blank.

(b) *Base Rent Adjustment.* Commencing on July 1, 2020 and every fifth (5th) year thereafter, the Base Rent shall be adjusted to one-twelfth (1/12) of eight percent (8%) of the then-current fair market value of the Subject Property. Said fair market value shall be for the land and shall not include the value of the structures placed on the Subject Property. In no event will application of this paragraph result in a monthly rental amount lower than the highest previous

monthly rental amount.

A property appraisal for the purpose of establishing the adjusted Base Rent is to be performed by an independent certified appraiser, knowledgeable in aviation appraising and in good standing with the American Institute of Real Estate Appraisers. The appraiser is to be procured and paid for by County. Once established, said rent shall be adjusted annually in the manner set forth in Section 5 (c) below.

(c) *Consumer Price Index.* Commencing on July 1, 2016, and at each July 1st thereafter, except for dates coinciding with the appraisals conducted every fifth year as referenced in Section 5(b) above, the rent shall be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County Area for the twelve month period ending three months before the month of rent adjustment under this paragraph. In no event will application of this Section 5 (c) result in a monthly rental amount lower than the highest previous monthly rental amount.”

b. **On-Site Improvements.** Section 8 of the Ground Lease titled, “On-Site Improvements,” is hereby amended as follows:

i. Section 8. (a) of the Ground Lease is hereby deleted in its entirety and replaced with the following:

“(a) *Phases.* The Subject Property may be developed in a maximum of four (4) phases as set forth in the Phasing Schedule attached hereto as Exhibit “E” and incorporated herein by this reference, provided that all construction is completed within forty eight (48) months of the Effective Date of that certain First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation Ground Lease Agreement between the County and Lessee.”

ii. Section 8 (c) of the Ground Lease is hereby deleted in its entirety and replaced with the following:

“(c) *Site Plan*. Lessee has submitted to County and County has approved a development site plan (“Site Plan”) attached hereto as Exhibit “F” and incorporated herein by this reference, showing the location and dimensions of all planned improvements. With County’s written approval, which shall not be unreasonably withheld, the Site Plan may be revised by Lessee from time to time during the Initial Term of the Lease.”

iii. Section 8 (d) of the Ground Lease is hereby deleted in its entirety and replaced with the following:

“(d) *Full Construction Plans*. Within sixty (60) days of the Effective Date of the First Amendment, Lessee shall submit a full set of construction plans to the County to obtain building permits. Construction of said improvements shall commence within sixty (60) days following issuance of the requisite permits by the County.”

c. **Taxiway**. The Ground Lease is hereby amended in its entirety to add the following Section 8 (j):

“(j) *Taxiway*. No later than fifteen (15) days after Lessee’s completion of construction of the Taxiway (defined below), or any portion thereof, on the Subject Property, Lessee shall grant to the County and the People of the County a perpetual easement for general public access purposes including the right of ingress and egress over and across the portion of the Subject Property where such Taxiway is located (“Public Access Easement”). The Public Access Easement shall be memorialized in a Public Access Easement Agreement substantially conforming in a form and substance first approved in writing by the County and County Counsel and may be recorded in the Official Records of the Clerk’s Office of the County of Riverside at the sole discretion of the County. The term “Taxiway” as used herein shall mean that certain taxiway path identified in the Site Plan attached hereto as Exhibit F. For purposes of this Section 8(j) only, the

term, "completion of construction" shall mean the point in time when a certificate of occupancy is issued for each on-site improvement on the Subject Property identified in the County approved Site Plan."

d. Insurance. Section 20 of the Ground Lease titled, "Insurance," is hereby amended as follows:

i. The third (3rd) sentence in Section 20.(b) of the Ground Lease (Airport General Liability) commencing with the words, "Policy's limit of liability " and ending with the words, "aggregate as applicable," is hereby deleted in its entirety and replaced with the following, "Policy's limit of liability shall not be less than \$15,000,000 per occurrence combined single limit and in the annual aggregate as applicable."

ii. The first sentence in Section 20.(d)(2) of the Ground Lease (Aircraft Liability) commencing with the words, "Lessee shall provide Aircraft Liability Insurance" and ending with the words, "and contractual liability," is hereby deleted in its entirety and replaced with the following, " Lessee shall provide Aircraft Liability Insurance for all owned and non-owned aircraft operated by the Lessee in an amount not less than \$15,000,000 combined single limit per occurrence for bodily injury, including death and property damage, and coverage shall include, but is not limited to, products/completed operations and contractual liability."

e. Notices. Section 36 of the Ground Lease is hereby amended to delete the address for KJ Aviation as Lessee and replace with the following:

"KJ Aviation, LLC
c/o Oliphant Enterprises, Inc.
77-900 Avenue of the States
Palm Desert, CA 92211"

f. Effective Date. Section 46 of the Ground Lease, titled, "Effective Date" is hereby deleted in its entirety and replaced with the following, "The effective date ("Effective Date") of this Lease is the date the Parties execute that certain First Amendment to Jacqueline Cochran Regional Airport Limited Fixed Base Operation

Ground Lease Agreement (“First Amendment”). If the Parties execute the First Amendment on more than one date, then the date the First Amendment is executed by the Chairman of the Board of Supervisors shall be the “Effective Date.”

5. **Description and Survey.** Pursuant to Section 2 of the Ground Lease, the legal description and survey of the Subject Property attached hereto as **Attachments 1 and 2** respectively and incorporated herein by this reference, are hereby incorporated into the Ground Lease as follows, (i) the legal description shall be incorporated as Exhibit “A-3” to the Ground Lease, and (ii) the survey shall be incorporated as Exhibit “A-2” to the Ground Lease.
6. **Phasing Schedule.** The County hereby approves the Phasing Schedule attached hereto as **Attachment 3** and incorporated herein by this reference. Pursuant to Section 8 (b) of the Ground Lease titled, “Phasing Schedule,” the attached Phasing Schedule is hereby incorporated as Exhibit “E” to the Ground Lease.
7. **Site Plan.** The County hereby approves the Site Plan attached hereto as **Attachment 4** and incorporated herein by this reference. Pursuant to Section 8 (c) of the Ground Lease titled, “Site Plan,” the attached Site Plan is hereby incorporated as Exhibit “F” to the Ground Lease.
8. **Miscellaneous.**
 - a. **Further Cooperation.** The Parties agree to execute such other instruments, agreements and amendments to documents as may be necessary or appropriate to effectuate the Ground Lease as amended by this First Amendment.
 - b. **Interpretation.** This First Amendment, when combined with the Ground Lease, sets forth and contains the entire understanding and agreement of the Parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of this date.
 - c. **Waivers; Amendments.** All waivers of the provisions of this First Amendment and all amendments hereto must be in writing and signed by the appropriate authorities of County and Lessee.
 - d. **Attachments.** Each of the attachments and exhibits attached hereto are

incorporated herein by this reference.

e. **Effectiveness of Ground Lease.** Except as modified and amended by this First Amendment all other terms and conditions of the Ground Lease remain unmodified and in full force and effect.

f. **Counterparts.** This First Amendment may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

g. **Effective Date.** The effective date of this First Amendment is the date the Parties execute this First Amendment. If the Parties execute this First Amendment on more than one date, then the last date this First Amendment is executed by a party shall be the Effective Date.

[Remainder of Page Intentionally Blank]

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates written below.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

Date: MAR 24 2015

LESSEE:

KJ AVIATION, LLC, a California limited liability company, doing business as OLIPHANT AVIATION

By: Oliphant Enterprises, Inc., a California corporation
Its: Manager

By: Richard R. Oliphant
Richard Oliphant, its President

Date: 2-18-15

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By: Shaila R. Brown
Shaila R. Brown,
Deputy County Counsel

ATTACHMENT NO. 1
EXHIBIT A-3 TO THE LEASE
LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION
NEW LEASE AREA

NEW LEASE AREA, THAT CERTAIN PORTION OF LAND LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND HIGGINS DRIVE;

THENCE S89°49'49"E ALONG THE NORTHERLY LINE OF SAID SECTION 21, SAID LINE ALSO BEING THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 614.06 FEET;

THENCE S00°01'08"E, A DISTANCE OF 1317.81 FEET ALONG THE WESTERLY LINE OF THE EASTERLY HALF OF LOT 4 AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 53 THEREOF, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE N89°57'04"E, A DISTANCE OF 349.72 FEET, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF LIGHT STREET;

THENCE S00°01'20"W, A DISTANCE 75.00, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF INVADER AVENUE TO THE POINT OF BEGINNING OF THE NEW LEASE AREA;

THENCE S89°58'07"E, A DISTANCE OF 347.00 FEET;

THENCE S00°01'20"W, A DISTANCE 86.03 FEET;

THENCE S89°58'40"E, A DISTANCE OF 157.00 FEET;

THENCE S00°01'20"W, A DISTANCE OF 344.00 FEET;

THENCE N89°58'40"W, A DISTANCE OF 504.00 FEET;

THENCE N00°01'20"E, A DISTANCE 430.09 FEET TO THE POINT OF BEGINNING OF THE NEW LEASE AREA, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF INVADER AVENUE.

THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 4.67 ACRES, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT B WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

SUBJECT TO ALL RIGHT, RIGHTS-OF-WAY, EASEMENTS AND COVENANTS OF RECORD, IF ANY.

Note: This legal description and accompanying plat are prepared for a new lease agreement for industrial / commercial uses (aircraft hangar) pursuant to the exemption granted under Section 66412.1 of the Subdivision Map Act. This legal description and accompanying plat are not to be used for any other purpose.

PREPARED UNDER THE SUPERVISION OF:

Lydia R. Shinohara

LYDIA R. SHINOHARA, RCE NO. 32182
MY LICENSE EXPIRES 12/31/2014



10/09/2013
DATE

ATTACHMENT NO. 2

**EXHIBIT A-2 TO THE LEASE
SURVEY**

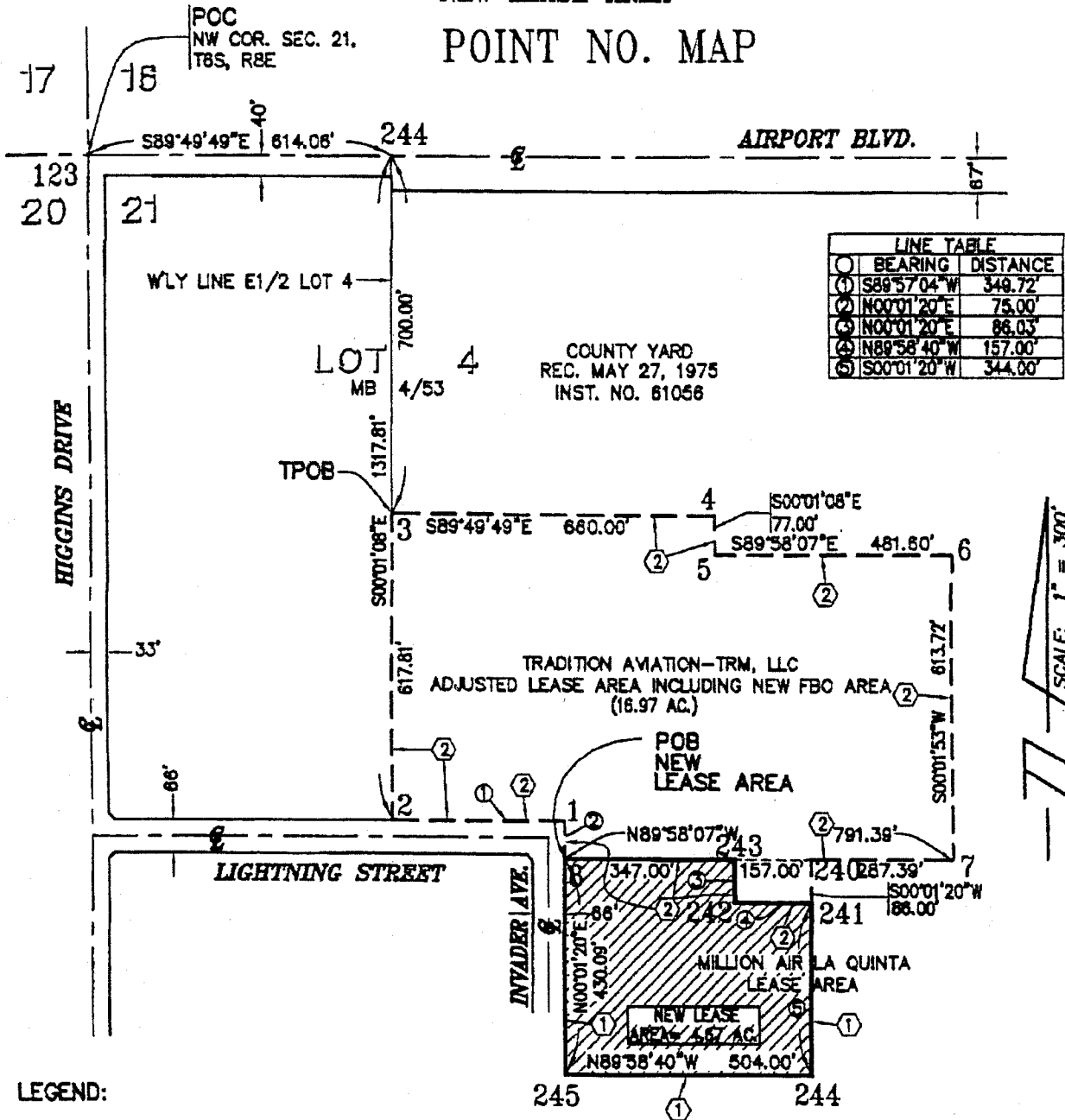
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EXHIBIT "B"

SHEET 1 OF 1

SEC. 21, T.6S., R.8E., S.B.M.
NEW LEASE AREA

POINT NO. MAP



LEGEND:

- ① ——— NEW LEASE BOUNDARY
- ② - - - EXISTING LEASE LINE TO REMAIN
- NEW LEASE AREA (4.87 AC.)

PREPARED BY:

PE PACIFIC ENGINEERING & ASSOCIATES
CIVIL ENGINEERING · PLANNING · SURVEYING
28-200 VIA LAS PALMAS
THOUSAND PALMS, CA 92276
(760) 346-4264

PREPARED UNDER THE SUPERVISION OF:

Lydia R. Shinohara
LYDIA R. SHINOHARA, RCE 32182
MY LICENSE EXPIRES 12/31/14

10/09/2013
DATE



.....
 Pacific Engineering & Associates
 Civil Engineering, Planning, & Surveying
 41-230 Carlotta Drive
 Palm Desert, CA 92211
 (760) 346-4264

CLOSURE AND AREA CALCULATIONS REPORT

Lot Line Adjustment - New FBO

June 14, 2013
 D:\PEA\MJ10COR\MJ10.REP

***** Closure: ADJUSTED LEASE AREA*****

Start Point	Bearing	Distance	End Point	End Point Stored Coordinates	
				North	East
3	S 89 49 49 E	660.00	3	10650.3033	9683.0773
4	S 00 01 08 E	77.00	4	10648.3482	10343.0744
5	S 89 58 07 E	481.60	5	10571.3442	10343.0998
6	S 00 01 53 W	613.72	6	10571.0804	10824.7019
7	N 89 58 07 W	287.39	7	9957.3582	10824.3656
240	S 00 01 20 W	86.00	240	9957.5156	10536.9717
241	N 89 58 40 W	157.00	241	9871.5156	10536.9383
242	N 00 01 20 E	86.03	242	9871.5765	10379.9383
243	N 89 58 07 W	347.00	243	9957.6016	10379.9717
8	N 00 01 20 E	75.00	8	9957.7917	10032.9718
1	S 89 57 04 W	349.72	1	10032.7917	10033.0008
2	N 00 01 08 W	617.81	2	10032.4933	9683.2810
			3	10650.3033	9683.0773

Closure ERROR: S 09 25 07 W 0.0113 ft. 10650.3145 9683.0792
 Closure Precision: 1 / 339670 -0.0112 -0.0019

LOT PERIMETER is 3838.28 feet.
 AREA of ADJ. LEASE AREA is 739170.28 SF.....or 16.9690 Acres

***** Closure: EX. LEASE AREA *****

Start Point	Bearing	Distance	End Point	End Point	
				Stored Coordinates North	East
3	S 89 49 49 E	660.00	4	10650.3033	9683.0773
4	S 00 01 08 E	77.00	5	10648.3482	10343.0744
5	S 89 58 07 E	481.60	6	10571.3442	10343.0998
6	S 00 01 53 W	613.72	7	10571.0804	10824.7019
7	N 89 58 07 W	287.39	240	9957.3582	10824.3656
240	N 89 58 07 W	157.00	243	9957.5156	10536.9717
243	N 89 58 07 W	347.00	8	9957.6016	10379.9717
8	N 00 01 20 E	75.00	1	9957.7917	10032.9718
1	S 89 57 04 W	349.72	2	10032.7917	10033.0008
2	N 00 01 08 W	617.81	3	10032.4933	9683.2810
				10650.3033	9683.0773

Closure ERROR: S 16 23 54 W 0.0066 ft. 10650.3096 9683.0792
 Closure Precision: 1 / 555492 -0.0063 -0.0019

LOT PERIMETER is 3666.25 feet.
 AREA of EX. LEASE AREA is 725666.31 SF.....or 16.6590 Acres

***** Closure: ADDITIONAL LEASE AREA *****

Start Point	Bearing	Distance	End Point	End Point	
				Stored Coordinates North	East
240	S 00 01 20 W	86.00	241	9957.5156	10536.9717
241	N 89 58 40 W	157.00	242	9871.5156	10536.9383
242	N 00 01 20 E	86.03	243	9871.5765	10379.9383
243	S 89 58 07 E	157.00	240	9957.6016	10379.9717
				9957.5156	10536.9717

Closure ERROR: S 00 00 06 E 0.0049 ft. 9957.5205 10536.9717
 Closure Precision: 1 / 99188 -0.0049 0.0000

LOT PERIMETER is 486.03 feet.
 AREA of ADDITIONAL LEASE AREA is 13503.97 SF.....or 0.3100 Acres

Pacific Engineering & Associates
 Civil Engineering, Planning, & Surveying
 28-200 Via Las Palmas
 Thousand Palms, CA 92276
 (760) 346-4264

CLOSURE AND AREA CALCULATIONS REPORT

NEW LEASE AREA

October 09, 2013
 C:\PEA\PCC\PCC.REP

Start Point	Bearing	Distance	End Point	End Point Stored Coordinates	
				North	East
			8	9957.7917	10032.9718
8	S 89 58 07 E	347.00	243	9957.6016	10379.9717
243	S 00 01 20 W	86.03	242	9871.5716	10379.9384
242	S 89 58 40 E	157.00	241	9871.5107	10536.9384
241	S 00 01 20 W	344.00	244	9527.5107	10536.8049
244	N 89 58 40 W	504.00	245	9527.7062	10032.8050
245	N 00 01 20 E	430.09	8	9957.7917	10032.9718
Closure ERROR: S 00 02 07 E 0.0045 ft.				9957.7962	10032.9718
Closure Precision: 1 / 415136				-0.0045	0.0000

BDY PERIMETER is 1868.12 feet.

AREA of NEW LEASE AREA is 203238.04 SF....or 4.6657 Acres

EXISTING SURVEY
FOR
NEW LEASE AREA
JACQUELINE COCHRAN REGIONAL AIRPORT

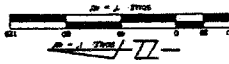
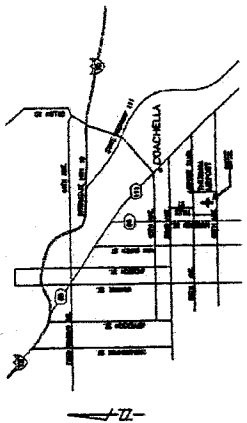
TRADITION AVIATION-TRM, LLC
EXISTING LEASE AREA
(16.66 AC.)

LIGHTNING STREET

INVADER AVE.

ADDITIONAL FRO
LEASE AREA
(0.31 AC.)

NEW LEASE AREA
(4.67 AC.)



DISCLAIMER
THIS DOCUMENT IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

NOTE
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF GEORGIA. THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, STATE OF GEORGIA, LICENSE NO. 12345.

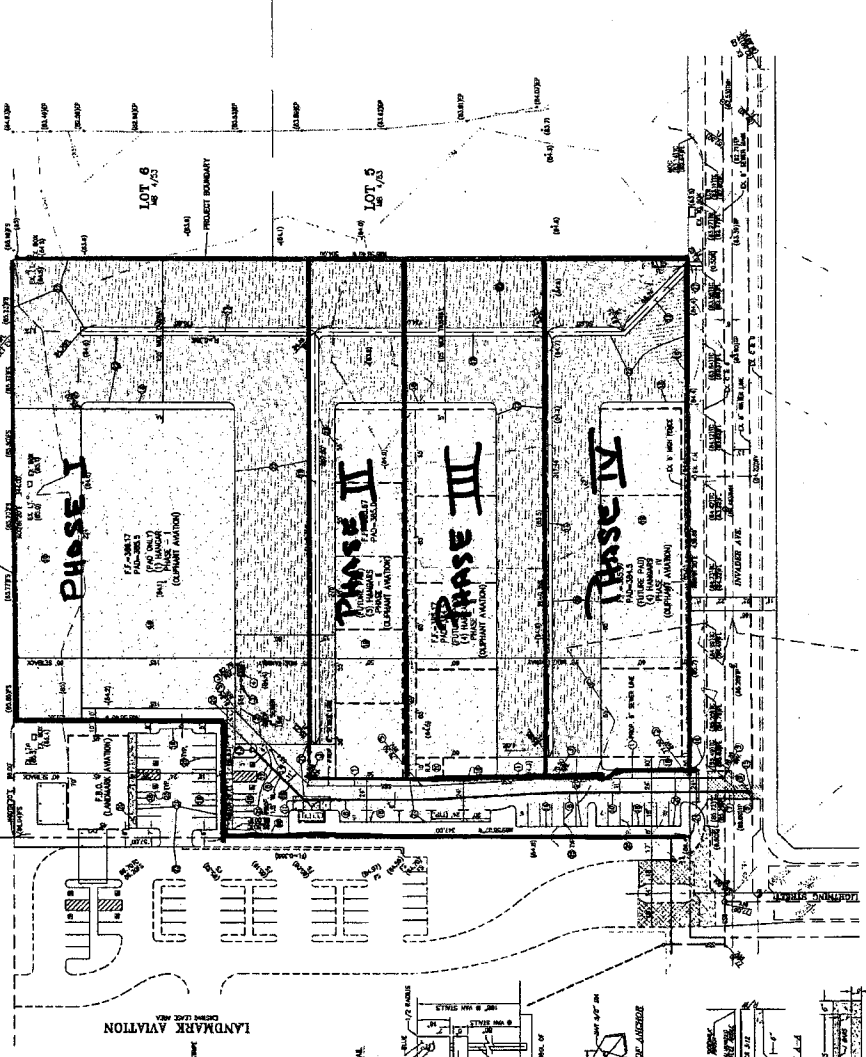
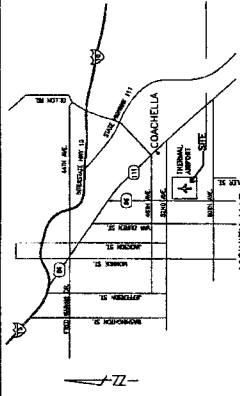
PROJECT INFORMATION

PROJECT NO.	1
DATE OF SURVEY	11/15/18
CLIENT	TRADITION AVIATION-TRM, LLC
PROJECT LOCATION	JACQUELINE COCHRAN REGIONAL AIRPORT, COCHRAN, GA
PROJECT DESCRIPTION	NEW LEASE AREA SURVEY

STATE OF GEORGIA
COUNTY OF BREVARD
EXISTING SURVEY
NEW LEASE AREA
80-ACD LIGHTNING STREET
JACQUELINE COCHRAN REGIONAL AIRPORT

ATTACHMENT NO. 3
EXHIBIT E TO GROUND LEASE
PHASING SCHEDULE
(behind this page)

UTILITY PLAN & GRADING PLAN FOR LANDMARK AVIATION & OLIPHANT AVIATION JACQUELINE COCHRAN REGIONAL AIRPORT



- GRADING NOTES:**
1. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
 2. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
 3. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
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 17. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
 18. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
 19. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
 20. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.

- CONSTRUCTION NOTES:**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
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 17. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 18. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 19. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 20. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

DRIFT ESTIMATE:
 DISTURBED AREA: 140 ACRES
 TOTAL AREA: 200 ACRES
 ESTIMATE OF TOTAL DRIFT: 140,000 CUBIC YARDS

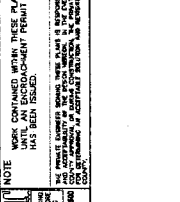
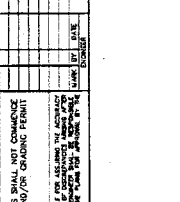
PROJECT NO.	1
DATE	11/15/11
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...
SCALE	AS SHOWN

PROJECT ASSURANCES:
 DESIGN: ...
 PERMITTING: ...
 CONSTRUCTION: ...



NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMITTING
2	11/15/11	ISSUED FOR CONSTRUCTION

NOTE: THESE PLANS SHALL NOT BE CHANGED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. ANY CHANGES SHALL BE MADE BY ADDENDUM OR REVISION.



STREET LATERAL DETAIL PER VALLEY
 SANITARY SID. S-2
 1. ALL DIMENSIONS SHALL BE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.
 2. ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.

ATTACHMENT NO. 4

EXHIBIT F TO GROUND LEASE

SITE PLAN

(behind this page)

