

**B - AIRCRAFT MAINTENANCE**

An aircraft airframe, engine, and accessory maintenance and repair FBO shall provide one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall include the sale of aircraft parts and accessories.

REQUIREMENT

MINIMUM STANDARD

PURPOSE / OTHER

LOT SIZE: ½ acre or 21,780 SF

Hangar area	6,000 SF	For aircraft storage
Tie-down or apron parking	One (1) per 1,000 SF of hangar space	Outside storage
Building space	400 SF	For offices, public phone, and restrooms
	200 SF	Office storage room
Automobile parking	One (1) per 1,000 SF of hangar area, with landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building

CERTIFICATION:

Station	Authorized repair station and certified under FAR Part 145 or Holder of an FAA inspection authorization under FAR Part 43	
---------	---	--

PERSONNEL:

Staff	Sufficient qualified technicians to meet proposal.	
Certification & training	Proper certification and training	To comply with all applicable regulations

HOURS OF OPERATION:

Services	5 days/week, 8 hrs/day	
	Services offered for emergency situations	One (1) hr response time during non-business hours

EQUIPMENT:

Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.	Should include but is not limited to tug, tow bar, jacks, and dollies	Operator is encouraged to have the capability of aircraft removal from the airport's operational areas
---	---	--

INSURANCE:

Refer to Appendix A

**Table C - RA. AND AVIONICS REPAIR STATION SALES**

A radio and avionics repair station FBO engages in the business of and provides a shop for the repair of aircraft avionics, instruments, and accessories for general aviation aircraft. This category also includes the sale of new or used aircraft avionics, instruments, and accessories.

REQUIREMENT

MINIMUM STANDARD

PURPOSE / OTHER

LOT SIZE: 150 SF

Repair station	150 SF	
Automobile parking	One (1) space per 150 SF, with landscaping as required by Ord. 348	

CERTIFICATION:

Station	Authorized repair station and certified under FAR Part 145	
---------	--	--

PERSONNEL:

Staff	One (1) FAA certified repairman	
Certification & training	Proper certification and training	To comply with all applicable regulations

HOURS OF OPERATION:

Business Hours	Available for appointment for at least 40 hrs/week	
----------------	--	--

EQUIPMENT:

Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.

INSURANCE:

Refer to Appendix A

Table D - FLIGHT INSTRUCTION

A flight instruction FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 500 SF (not necessarily contiguous)		
Classroom space	200 SF or as appropriate to the size of student population	For classroom instruction
Office and lobby areas	300 SF	For phones, restrooms, and space for adequate customer service
Automobile parking	3 spaces per aircraft, 2 for each additional for a maximum of 10 spaces, with landscaping as required by Ord. 348	For students and employees
Other	Any additional space necessary to house all owned or leased aircraft	

PERSONNEL:

Staff	One (1) certified flight instructor	To be available during normal hours of operation
	One (1) qualified ground school instructor	For classroom instruction

HOURS OF OPERATION:

Business Hours	Available for appointment for at least 40 hrs/week
----------------	--

EQUIPMENT:

Aircraft	One (1) single-engine aircraft	Available for flight training
----------	--------------------------------	-------------------------------

INSURANCE:

Refer to Appendix A

Tab - AIRCRAFT SALES AND LEAS

An aircraft sales and/or lease FBO engages in the sale and/or lease of aircraft to the public. New aircraft sales involves the sale of new aircraft through franchises or licensed dealerships (if required by local, county, or state authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer. Aircraft sales FBOs may also engage in the sale of used aircraft. This can be accomplished through various methods, including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. An aircraft sales and/or leasing FBO must show capability to support maintenance agreements for aircraft sold or leased. A used aircraft sales FBO may also provide such repair, services, and parts as may be necessary to support the operation of aircraft sold. Some requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique operational history. An aircraft sales FBO may also finance aircraft purchases, subject to the applicable licensing requirements.

REQUIREMENT

MINIMUM STANDARD

PURPOSE / OTHER

LOT SIZE: 150 SF

Building space	150 SF	For offices, lobby area, public phone, and restrooms
Tie-down/Hangar space	Adequate number	Storage
Automobile parking	One (1) per employee One (1) per 50 SF of leased space With landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations.	Landscaping required around vehicle parking, sidewalks, and buildings

CERTIFICATION:

New aircraft	Dealers must possess sales and/or distribution franchise from a recognized aircraft manufacturer
Aircraft available for sale and leasing	Aircraft must hold FAA registration and current airworthiness certificate

PERSONNEL:

Staff	One (1) commercial, qualified for aircraft type.	For demonstration of aircraft
-------	--	-------------------------------

HOURS OF OPERATION:

Business Hours	Available for appointment at least 40 hrs/week
----------------	--

EQUIPMENT:

Minimum equipment required shall be determined during lease negotiations.

INSURANCE:

Refer to Appendix A

Table F - AIRCRAFT STORAGE

An aircraft storage FBO engages in the construction, rental, and maintenance of conventional hangars or multiple T-hangars.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
<u>LOT SIZE:</u> 1 acre or 43,560 SF		
Storage area of the following or proportionate combination of:	1. Minimum of ten (10) T-Hangars to max of fourteen (14) per acre, or 2. Apron tie-down space of a minimum of 15 aircraft per acre, or 3. Conventional hangar of 10,000 SF.	
Automobile parking	4. Box hangars - Plot Plan subject to EDA and BOS approval One (1) for every two (2) hangars, with landscaping as required by Ord. 348	Automobile parking separate from aircraft storage area
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and buildings
<u>PERSONNEL:</u>		
Staff	One (1) contact person	To be available during the normal work week (M-F, 8am-5pm)
<u>HOURS OF OPERATION:</u>		
Minimum via phone contact	5 days/week, 8 hrs/day	
<u>INSURANCE:</u>		
Refer to Appendix A		
<u>ADDITIONAL GUIDELINES:</u>		
The County and Full Service FBOs shall possess the right to provide and operate the public aircraft storage areas unless circumstances warrant otherwise. No business activities shall be operated from storage areas.		

An agricultural application FBO engages air transportation for hire for the purpose of providing the use of aircraft for agricultural operations such as, but not limited to, crop dusting, seeding, spraying, and bird chasing.

REQUIREMENT	MINIMUM STANDARD	PURPOSE / OTHER
<u>LOT SIZE:</u> ½ acre or 21,780 SF		
Apron, tie-down area	6,000 SF	Storage
Building space	400 SF	For offices, lobby, public phone, and restrooms
Chemical storage	400 SF	
Automobile parking	Minimum of five (5) parking spaces, with landscaping as required by Ord. 348	For number of employees per shift and average number customers
Landscaping	Specific plans to be determined during lease negotiations	Required around vehicle parking, sidewalks, and buildings

CERTIFICATION:

Permits and certificates	Must be submitted to EDA Executive Director or Designee prior to operations.	
Renewals	Furnished to EDA Executive Director or Designee as received.	
Agricultural Application Operator	Procure and maintain FAR Part 137 Commercial Agricultural Operators Certificate.	
Hazardous Materials Management Permit	Possess Hazardous Materials Management Permit	County Ordinance No. 615

PERSONNEL:

Staff	Minimum number to be determined during lease negotiations.	
Certification & training	Personnel must be knowledgeable about the safe handling of poisons and agricultural chemicals and the proper disposal of substances intended to be used in operations.	

HOURS OF OPERATION:

Business Hours	Available for appointment for a minimum of 40 Hrs/week	Services offered 7 days/week
----------------	--	------------------------------

EQUIPMENT:

To be determined during lease negotiations.

INSURANCE:

Refer to Appendix

N/A ?

REQUIREMENTMINIMUM STANDARDPURPOSE / OTHERADDITIONAL GUIDELINES: Storage and containment of Hazardous Materials

- a. Comply with California Regional Water Quality Control Board Resolution No. 79-38, dated March 14, 1979.
- b. Comply with County Ordinance No. 546, Division VIII-Fire Protection Requirement Buildings; and Division XIV-Fire Protection Requirements relating to storage of flammable or combustible liquids used as motor fuel.
- c. Comply with the 1982 Uniform Fire Code Article 80-Hazardous Materials (section 80.107, 80.108, 80.109, and 80.111); and Article 86-Pesticides storage (all sections).
- d. Comply with all hazardous waste regulations which can be found in Title 22 of the California Administrative Code and the California Health and Safety Code.
- e. Submit a waste management plan addressing the items mentioned below with an explicit clause stating that the applicant shall be held responsible for the safe and proper cleanup of any hazardous waste spills.
- f. Comply with Riverside County Ordinance No. 615 by completing the reporting form and obtaining a Hazardous Materials Management Permit.
- g. If hazardous wastes are treated and/or stored more than 90 days, or disposed of on-site, a hazardous waste facility must be obtained from the State Department of Health.
- h. If hazardous wastes are stored 90 days or less, storage area and containment shall meet the following:
  1. Tanks and/or containers shall be of sound construction and compatible with waste stored (Title 22, California Administrative Code, Sections 66508, 67242, and 67247).
  2. Tanks and/or containers shall be designed, constructed, maintained, and operated to minimize the possibility of fire, explosion, or any unplanned sudden, or non-sudden release of hazardous waste or any constituents to the soil, air, or surface waste which could threaten human health or the environment (Title 22, California Administrative Code, Sections 67241, 67243, 67244, 67257, and 67259).
  3. Storage of on-site hazardous waste containers shall be in a structure that will prevent the contamination of the environment with hazardous waste. Design of the structure shall be submitted to the EDA Executive Director or Designee and Hazardous Material Division prior to construction.
  4. If hazardous wastes or materials are to be stored underground, applicant must comply with County Ordinance No. 617 by completing the reporting form and obtaining the proper permits.
  5. Underground tanks shall be of proper design and construction with approved monitoring systems. Records shall be maintained concerning operations, inspections, and monitoring pursuant to County Ordinance No. 617.
  6. The applicant must take steps to minimize the quantity, toxicity, or other hazards of the waste generated. Such steps shall be submitted in writing to EDA Executive Director or Designee.
  7. The facility shall be in compliance with all statutes, regulations, and ordinances pertaining to the management of hazardous waste.
  8. Operator must submit a Letter of Credit or Performance Bond covering any clean-up or fines imposed caused by the actions of the operator.

Table OTHER AERONAUTICAL ACTIVITIES

All aeronautical activities that were not included in previous sections are required to comply with these minimum standards. Activities include, but are not limited to, Air Tours, Air Charter, Banner Towing, Gliders, Ultra Lights, Parachuting, Airship Operations, and Ballooning.

REQUIREMENT

MINIMUM STANDARD

PURPOSE / OTHER

LOT SIZE: ½ acre or 21,780 SF

Building space	400 SF	For offices, lobby area, and restrooms. Additional space may be required depending on the operation
Aircraft storage	To be determined during lease negotiations	Hangar or outside storage to accommodate the operational activities desired.
Automobile parking	Minimum of five (5) parking spaces or 810 SF, with landscaping as required by Ord. 348	For number of employees per shift and average number customers.
Landscaping	Specific plans to be determined during lease negotiations.	Required around vehicle parking, sidewalks, and buildings.

CERTIFICATION:

As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
---------------------------------	---	---

PERSONNEL:

Staff	Sufficient number during normal hours of operation.	
Certification & training	Properly trained and, if applicable, certified or licensed to perform the activities or a normal course of operation.	To comply with all applicable regulations

HOURS OF OPERATION:

Services	To be determined during lease negotiations.	Minimum requirements would be: normal telephone contact five (5) days a week (M-F) eight (8) hours a day.
----------	---	---

EQUIPMENT:

To be determined during lease negotiations depending on the type of activity proposed.

INSURANCE:

Refer to Appendix A

N/A ?



EXHIBIT "C"

FEDERAL AVIATION ADMINISTRATION  
MANDATORY LEASE PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit

or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof, and in the event of such noncompliance, the County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any

noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the French Valley Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from French Valley Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

---

STORM WATER POLLUTION PREVENTION PLAN

DOCUMENTATION

FRENCH VALLEY AIRPORT

AIRPORT RESEARCH AND DEVELOPMENT FOUNDATION

ARDF

---

SWPPP

DOCUMENTATION

W.D.I.D.#933s006139

LEASE COPY ONLY

S.W.P.P. MAY BE REVIEWED IN AIRPORTS MANAGERS OFFICE

EXHIBIT D

# STORM WATER POLLUTION PREVENTION PLAN

## INTRODUCTION AND PURPOSE

The California airport group members have submitted their Notices of Intent (NOIs) and are now in the compliance phase of the California General Permit. The General Permit requires airport discharges to: eliminate non-storm water discharges; develop and implement a storm water pollution prevention plan; and perform monitoring of discharges to the storm water drainage system.

The required Storm Water Pollution Prevention Plan (SWPPP) must emphasize the storm water Best Management Practices (BMPs) and be designed to comply with Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT). The SWPPP has two major objectives: 1) to identify the source of pollutants that affect the quality of the industrial storm water discharge; and 2) to describe practices which may be implemented to reduce the pollutants in the industrial storm water discharge.

The SWPPP is to be certified and implemented by October 1, 1992. Although the SWPPP is not submitted to the Regional Board, it must be retained on file at the airport for the duration of the permit. The SWPPP must be available for Regional Board and public review. The Regional Board may notify airport representatives if the SWPPP does not meet the minimal requirements. Within 30 days of the notice, the airport must submit a time schedule in which the required changes will be made. Once the changes have been made, the airport will provide written certification to verify the completed change. The documentation should then be retained as part of the SWPPP.

The airport is responsible for amending the SWPPP whenever there is a change in construction, operation, or maintenance, which will affect the quality or quantity of the industrial storm water discharge. The SWPPP should also be amended if the objective of controlling pollutants in the storm water discharge is not being achieved.

PERSONNEL  
POLLUTION PREVENTION COMMITTEE MEMBERS

Airport Manager/Representative: Tom Turner  
Phone: (909) 351-0700 X358  
24hr. phone: Pager 909-412-3049

Designated Individuals

NAME: Tom Turner TITLE: Airports Manager  
PHONE: (909) 351-0700 X358 24 hr Phone: Pager (909)412-3049

NAME: Paul Harden TITLE: Service Worker  
PHONE: (909) 538-5164

NAME: Joe Diorio TITLE: Owner American Valet Air, F.B.O.  
Phone: (909) 677-2756

SWPPP CERTIFICATION

The SWPPP certification must be signed in accordance with the provisions of Section C9 of the General Permit.

SWPPP CERTIFICATION

The regulations require the above defined person to certify the airport's Storm Water Pollution Prevention Plan.

This is to certify that Tom Turner Title: Aviation Supervisor  
Airport: French Valley

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the

Person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## FACILITY DATA COLLECTION

The general permit requires that the following information be gathered in order to determine and evaluate pollution sources:

- Site map
- Topographic map
- Description of significant material handling
- List of pollutants with potential to be present
- Size of airport and percentage of impervious areas
- Spill history
- Summary of existing sampling data

Description of Significant Material Handling

Significant Materials Treated or Stored

Significant Materials Stored: 1) 12,000 gallons Avgas (underground)  
2) 12,000 gallons Jet-A (underground)  
3) Used motor oil

Significant Materials Disposed:

- 1) Fuel from underground tanks are used in aircraft. Underground and above ground tanks are regulated by Title 23 of the California Health and Safety Code, E.P.A. underground tank regulations, and Riverside County Ord.No. 617.
- 2) Used motor oil is recycled through a licensed contractor.

November 19, 1988): No significant spills have been reported.

#### Materials Management Practices:

- 1) All hazardous material spills must be reported to the airport manager, County Hazardous materials Div. Of County Health, and Riverside County Fire. Liquid absorbent materials are stored at the airport.
- 2) Areas where materials are stored and or have the possibility to spill are inspected monthly, with spot inspections during the daily airport inspections.
- 3) Insure material handlers have proper licenses and training.

#### Equipment Management Practices:

- 1) All equipment inspected monthly, i.e. fuel trucks, service equip. dispensers etc.
- 2) Preventive maintenance scheduled to prevent leaks.
- 3) Drip pans available to install under leaks.

#### Vehicle Management Practices:

- 1) Scheduled preventive maintenance.
- 2) Cleaning vehicles with only biodegradable solvents and soaps, in designated areas only.
- 3) Routine daily inspections of vehicles.

#### Material Loading, Unloading, and Access Areas:

- 1) All personal are to have proper training or licensing.
- 2) Restrict material handling area to trained personnel only.
- 3) Inspect equipment monthly to insure proper working order and notify responsible party if faulty.

#### Existing Structural Controls (to reduce pollutants in storm water):

- 1) Oil water separators installed; floor drains in hangars and disposed of in the sanitary sewer system.
- 2) Oil and water separators installed at the aircraft wash areas, disposed of into the sanitary sewer system.
- 3) Monthly inspections of all aircraft tie downs, auto parking lots, streets and hangar areas.



- 1) Use of dirt roads is restricted to airport employees for inspections and emergency response to aircraft accidents.
- 2) Monthly inspections of all drains, ditches, flood control berms and outfalls to insure no dry weather signs of runoff water are present.

#### Airport Industrial Storm Water Treatment Facilities:

- 1) No facilities are now on the airport.

#### Methods of On-Site Disposal of Significant Materials:

All hazardous materials are disposed of in State approved sites or recycled.

No hazardous materials are disposed of at the airport.

#### Methods of On-Site Storage of Significant Materials:

- 1) Aviation fuels are stored in underground tanks or in fuel trucks.
- 2) Motor vehicle oils are stored inside buildings.
- 3) Used oils are stored in County Health approved above ground tanks.

#### Activities that Generate Significant Quantities of Dust or Particulates (unpaved access roads or emissions from industrial processes):

- 1) All airport roads and parking lots are paved. Some maintenance roads and future development lots are dirt, but have restricted access.
- 2) There are no significant industrial processes on the airport.

#### Pollutant List

The airport is required to list any pollutants that have a reasonable potential to be present in the storm water discharge in significant quantities. The definition of significant quantities varies depending on the material. In general, a significant quantity is a quantity of material larger than that consumed within a normal day's operations or a quantity resulting in spills beyond the immediate clean-up capabilities of the individual charged with the use of the materials. For regulated substances, a significant quantity is a "reportable" quantity of those substances. An estimate of the annual quantities of these pollutants in the discharge is also

POLLUTANT LIST

TABLE 3-1

Date	Pollutant Present	Use	Quantity Estimate
10-99	Aviation fuels coolants oil	Aircraft Ground vehicles Aircraft and ground equip.	none no spill history " " "

Airport Size (acres or square feet): 265 acres

Impervious Area (acres or Square Feet): 48.25 acres

Percentage of Impervious Area (Impervious area/total area x 100): 18.2%

Significant Spills or Leaks

Table 3-2 should be used to record the lists described above.

Summary of Sampling Data

Record the sampling event(s) information on Table 3-3 and include only a one-page summary from the sampling data report package.

Date Sampled	Outfall Sampling	Analysis Performed	Analysis Method	Sampling Team
1998	#1			Tom Turner

### STORM WATER MANAGEMENT CONTROLS

This section of the SWPPP describes storm water management controls, which are appropriate for the identified potential pollutant sources at the facility.

The regulations require the following descriptions and information to be included in the storm water management control portion of the SWPPP:

- Prevention Maintenance and inspections
- Good Housekeeping
- Spill Prevention and Response
- Storm Water Management Practices
- Sediment and Erosion Prevention
- Employee training

#### Preventative Maintenance

The preventative maintenance program should include the following:

- Identification of the equipment and systems targeted for the PM program
- Periodic inspections of identified equipment and systems
- Periodic testing of equipment and systems
- Appropriate adjustments, repair, or replacement of parts
- Record keeping documenting inspections and follow-up action

Documentation and retention of records is a critical element of a good preventative maintenance and inspection program. A tracking and follow-up procedure is recommended to

documentation and record must be maintained with the SWF for a period of 5 years. Table 4-1 should be used to record inspection and maintenance activities, and any corrective actions implemented.

### Good House keeping

#### Written Protocol

The protocols should be developed to meet the site-specific requirements of the airport. The protocols should cover:

1. Daily inspections of tie down areas to look for leaks and spills.
2. Notices sent to tenants to inform them of problems that need correcting.
3. Vehicle and equipment washing to be done in designated areas only.
4. NO HANGARS, equipment storage, or maintenance buildings will be hosed out. All oil and solvents must be cleaned up using absorbent material or biodegradable solvents or soap.
5. Drip pans and 100 pounds of oil absorbent material stored at each F.B.O. site.
6. Drums and tanks containing used oil, solvents, and coolants checked weekly for material levels. All full containers to be closed and secured to prevent overfill.
7. The airport and each co-permittee will train personnel in the proper handling, identification and clean up practices. List of agencies to notify when a spill occurs.
8. The designated airport representative to inspect the airport monthly to include co-permittees leaseholds, notify responsible not in compliance with the storm water plan.
9. All non-paved roads to be restricted to only necessary traffic.
10. All vehicle fueling to take place on paved areas.

A protocol document should be included with the SWPPP document; Table 4-3 can be used for this purpose.

### Spill Prevention and Response

Table 4-4 will be used to record the spill control and countermeasures established by the airport. Please add any additional documentation relating to spill prevention countermeasures and control to this document.

See Protocols

The designated person will be named below. This information should be kept on file as part of the SWPPP documentation.

Designated Individual: Tom Turner  
Title: Airport Manager  
Phone: (909) 351-0700 X358  
24 hr. Phone: Pager #: (909) 412-3049

Alternate: Paul Harden  
Title: Maint. Service Worker  
Phone: (909) 538-5164

### Storm Water Management Practices

1. Daily inspections of tie down areas to look for leaks.
2. Notices sent to tenants informing them of problems that need correcting.
3. Vehicle and equipment washing to be done on wash racks.
4. All hangars and equipment storage areas are to be mopped with soaps and oil and solvent spills material.
5. Drip pans and absorbent material available at all F.B.O.s.
6. Drums and tanks to have canopies and retention areas.

### Sediment Control and Erosion Prevention

1. Seed embankments where applicable to prevent erosion.
2. Install hay bails, screens, to trap sediment in earthen ditches.
3. All construction projects to have a S.W.P.P.P.

### NON - STORM WATER DISCHARGES

The California General Permit requires non-storm water discharges to be eliminated prior to the implementation of the SWPPP on October 1, 1992. The airports must certify that there are

... storm water discharge present in the storm water drain system. All airports in the group must certify and monitor outfalls for dry weather discharges.

The certification page, for non-storm water certification, is provided in the "Non-Storm Water Discharge Screening and Detection Manual." This page should be signed and a copy inserted into the SWPPP documentation. All forms filled out while surveying and evaluating outfalls should also be inserted into this section of the SWPPP document. A record of methods used, dates, and time conducted should be listed on the form.

For methods of detection and screening for non-storm water discharges, the SWPPP Committee should refer to the above referenced document for complete guidance.

If certification is not feasible, due to the inability to eliminate the non-storm water discharge because of the need for significant structural changes, the airport must notify the Regional Board prior to the October 1, 1992 deadline. This notification should include a summary of why the extension in eliminating non-storm water discharges is required and a schedule indicating when non-storm water discharges will be eliminated. The schedule is subject to modification by the regional board. This is also required if the airport has applied for an NPDES permit for a non-storm water discharge and has not yet received approval. If the airport is unable to eliminate the non-storm water discharge, then a schedule for elimination of the discharge must be submitted to the Regional Board for approval. In no case will the Board allow for the elimination of non-storm water discharges to take longer than 3 years from the date of the NOI submittal.

## COMPLIANCE

### Inspections

An annual inspection of the airport will be conducted by the Regional Board to verify elements of the SWPPP are accurate and have been implemented. The inspection may yield comments, which require a response to comments by the board and are required to be retained as part of the SWPPP. As listed under Section 311 of the Clean Water Act this SWPPP is considered a report that shall be available to the public.

FIRST AMENDMENT TO LEASE  
FRENCH VALLEY AIRPORT

2  
3  
4 The COUNTY OF RIVERSIDE, herein called County, and MACH I AIR CHARTER,  
5 INC., a Delaware Corporation, herein called Lessee, hereby agree to amend the Lease  
6 between the COUNTY OF RIVERSIDE and MACH I AIR CHARTER, INC. approved by  
7 the Board of Supervisors of the County of Riverside on June 4, 2002, for 1.5 acres of  
8 land at French Valley Airport, County of Riverside, California, as follows:

9 1. Paragraph 1, Recitals, page 1 of 30, replace subparagraph (b) with the  
10 following: (b) Lessee desires to lease said property from the County for the  
11 construction of an aircraft hangar and related office space and to have an option to  
12 lease the adjacent 1.5 acres of improved tie-down space, which is currently used for  
13 public, transient aircraft parking, on the same terms and conditions. Transient aircraft  
14 are those aircraft, which stay at the airport for a period of less than two days and one  
15 night.

16 2. Paragraph 4, Use, page 3 of 30, add the following subparagraph: 4(d) In  
17 the event Lessee exercises the option to lease the additional 1.5-acre parcel referred  
18 to in Paragraph 1(b), said parcel shall remain as public, unrestricted, transient aircraft  
19 parking during the remaining term of this lease. Lessee may charge a parking fee of  
20 up to \$20 per day for the use of each tie-down space. Lessee may not charge more  
21 than \$20 per day, per tie-down space without first receiving County's written  
22 permission.

23 3. Paragraph 10, Additional Obligations of Lessee, page 9, line 28, add:  
24 The parking stalls shall be designated as public parking and located according to the  
25 Parking Plan attached hereto as Exhibit E and by this reference made a part of this  
26 First Amendment. County must approve any limitations or restrictions on the use of  
27 these public parking spaces in writing.

28 ///

NOV 21 2003 3.14

ending two months" shall be changed to "Los Angeles-Riverside Orange County Index for the twelve month period ending three months"

5. Paragraph 21, subsection II, line 28 delete "and \$300,000 in the aggregate".

6. Paragraph 8, Onsite Improvements, page 8 of 30, line 8, after "Airport Master Drainage Plan", add "and Exhibit D, Storm Water Pollution Prevention Plan, attached hereto and by this reference made a part of this Lease."

7. Paragraph 8, Onsite Improvements, page 8 of 30, line 7, after Exhibit B, add "Minimum Standards."

8. Paragraph 36, Notices, page 28 of 30, line 14, under heading LESSEE, add "Hangar 51".

9. All other provisions of the Lease, not otherwise affected by this First Amendment, shall remain the same.

10. Construction of Amendment: The parties hereto negotiated this First Amendment at arms length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against County solely because it prepared this First Amendment in its executed form.

///

///

///

///

///

///

///

///

///

///



Mach I Air Charter, Inc.  
a Delaware Corporation

By: Joel R. Doherty  
Joel R. Doherty, President

Date: OCT 21 2003

COUNTY OF RIVERSIDE

By: John T. Anglim  
Chairman, Board of Supervisors

JOHN T. ANGLIM

ATTEST:  
NANCY ROMERO, Clerk of the Board

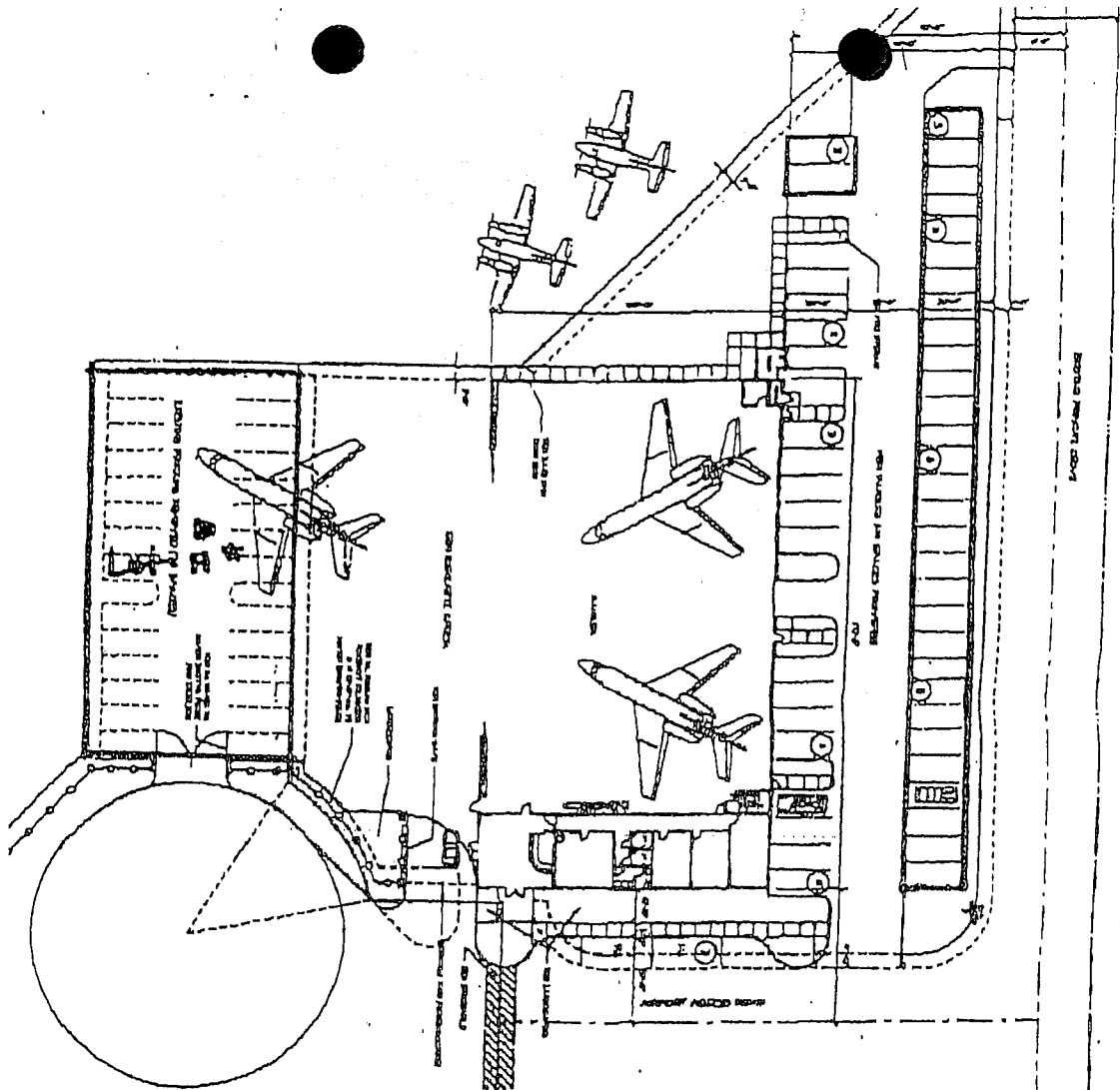
FORM APPROVED:  
WILLIAM C. KATZENSTEIN, County Counsel

By: Nancy Romero  
Deputy

By: Jordan V. Ubo 9/29/03  
Deputy

(SEAL)

Attachment: Exhibit E - Parking Plan



\* Replacement public parking for Lot A

*[Handwritten signature]* P: J.D. [unclear]

EXHIBIT E

LOT A SUMMARY (PER CO.)

LOCAL AVIATION  
FEDERAL AVIATION ADMINISTRATION  
FACILITY

NO.	AREA	ACFT
1	APRON	1200 ACFT
2	TAXIWAY	1200 ACFT
3	APRON	1200 ACFT
4	TAXIWAY	1200 ACFT
5	APRON	1200 ACFT
6	TAXIWAY	1200 ACFT
7	APRON	1200 ACFT
8	TAXIWAY	1200 ACFT
9	APRON	1200 ACFT
10	TAXIWAY	1200 ACFT

REMARKS:  
1. ALL AREAS ARE TO BE PAVED WITH ASPHALT.  
2. ALL AREAS ARE TO BE FENCED AND GATED.  
3. ALL AREAS ARE TO BE LIGHTED.  
4. ALL AREAS ARE TO BE MAINTAINED.  
5. ALL AREAS ARE TO BE INSPECTED.  
6. ALL AREAS ARE TO BE REPORTED.  
7. ALL AREAS ARE TO BE REPAIRED.  
8. ALL AREAS ARE TO BE REPLACED.  
9. ALL AREAS ARE TO BE REMOVED.  
10. ALL AREAS ARE TO BE REINSTALLED.

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Mach 1 Air Charter, Inc  
37582 Winchester Road  
Building 81, Suite 105  
Murieta, CA 92583

colbourn.currier.noll  
architecture, inc.  
15780 Via Arroyo, San Diego, CA 92128  
619-591-1111

SECOND AMENDMENT TO LEASE

FRENCH VALLEY AIRPORT

THIS SECOND AMENDMENT (this "Second Amendment") is made as of the 13<sup>th</sup> day of DEC, 2005 by and between The County of Riverside, California ("County") and Ovation Air Group, Inc. a Delaware corporation (formerly known as Mach 1 Air Charter, Inc.) ("Lessee") with reference to the following facts:

A. County and Lessee have entered into that certain Lease, approved by the Board of Supervisors of the County of Riverside on June 4, 2002 (the "Original Lease"), for the premises described therein, as modified by that certain First Amendment to Lease, approved by the Board of Supervisors of the County of Riverside on October 21, 2003 (the "First Amendment," together with the Original Lease, the "Lease").

B. At the time the Lease was executed, the leased premises had not been surveyed.

C. The leased premises have now been surveyed and Lessor and Lessee desire to amend the Lease as set forth herein to more specifically identify the leased premises.

NOW THEREFORE, the parties agree as follows:

1. Exhibit A. Exhibit A to the Lease is hereby replaced in its entirety with Exhibit A and Exhibit B attached hereto that contain a more specific legal description and depiction of the leased premises.

2. Ratification. All other provisions of the Lease, not otherwise affected by this Second Amendment, shall remain the same.

3. Construction of Second Amendment: The parties hereto negotiated this Second Amendment at arms length and with the advice of their respective attorneys, and no provisions

contained herein shall be construed against any party solely because such party or its counsel prepared this Second Amendment in its executed form.

4. Successors and Assigns. The terms and conditions of this Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

**[The Remainder of this Page Intentionally Left Blank.]**

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

LESSEE:

OVATION AIR GROUP, INC., a Delaware corporation

By: *Eric Chriss*  
Name: Eric Chriss  
Title: CFO

LESSOR:

COUNTY OF RIVERSIDE  
DEC 13 2005

Date: \_\_\_\_\_

By: *Marion Ashley*  
Chairman, Board of Supervisors  
MARION ASHLEY

APPROVED AS TO FORM:

Joe S. Rank, County Counsel

By: *Gordon V. Ubo*  
Deputy

Date: 11/15/05

Attachments: Exhibit A and Exhibit B - Legal Description

ATTEST:  
NANCY ROMERO, Clerk  
By: *Schlemmer*  
DEPUTY

EXHIBIT 'A'  
OVATION AIR GROUP - LEASE

THAT PORTION OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNADINO BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 7:

THENCE: N 89°50' 55" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 A DISTANCE OF 1657.66 FEET:

THENCE: S 0°09' 55" E A DISTANCE OF 76.90 FEET TO THE TRUE POINT OF BEGINNING:

THENCE: S 12°17' 07" W A DISTANCE OF 255.00 FEET:

THENCE: S 77°42' 53" E A DISTANCE OF 85.00 FEET:

THENCE: N 12°17' 07" E A DISTANCE OF 40.00 FEET:

THENCE: S 77°42' 53" E A DISTANCE OF 241.00 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT 'A':

THENCE: N 12°17' 07" E A DISTANCE OF 145.00 FEET:

THENCE: N 77°42' 53" W A DISTANCE OF 87.26 FEET:

THENCE: N 27°42' 53" W A DISTANCE OF 91.38 FEET:

THENCE: N 77°42' 53" W A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 65,326 SQ. FT. OR 1.500 ACRES MORE OR LESS.

PARCEL 2

BEGINNING AT THE ABOVE MENTIONED POINT 'A':

THENCE: N 12°17' 07" E A DISTANCE OF 145.00 FEET:

THENCE: S 77°42' 53" E A DISTANCE OF 450.00 FEET:

THENCE: S 12°17' 07" W A DISTANCE OF 145.00 FEET:

THENCE: N 77°42' 53" W A DISTANCE OF 450.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 65,250 SQ. FT. OR 1.498 ACRES MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR,  
BY: *Edward D. Hume*  
DATE: *10-27-2005*

PAGE 1 OF 1



*Gary T. Sanderson*

# EXHIBIT 'B'

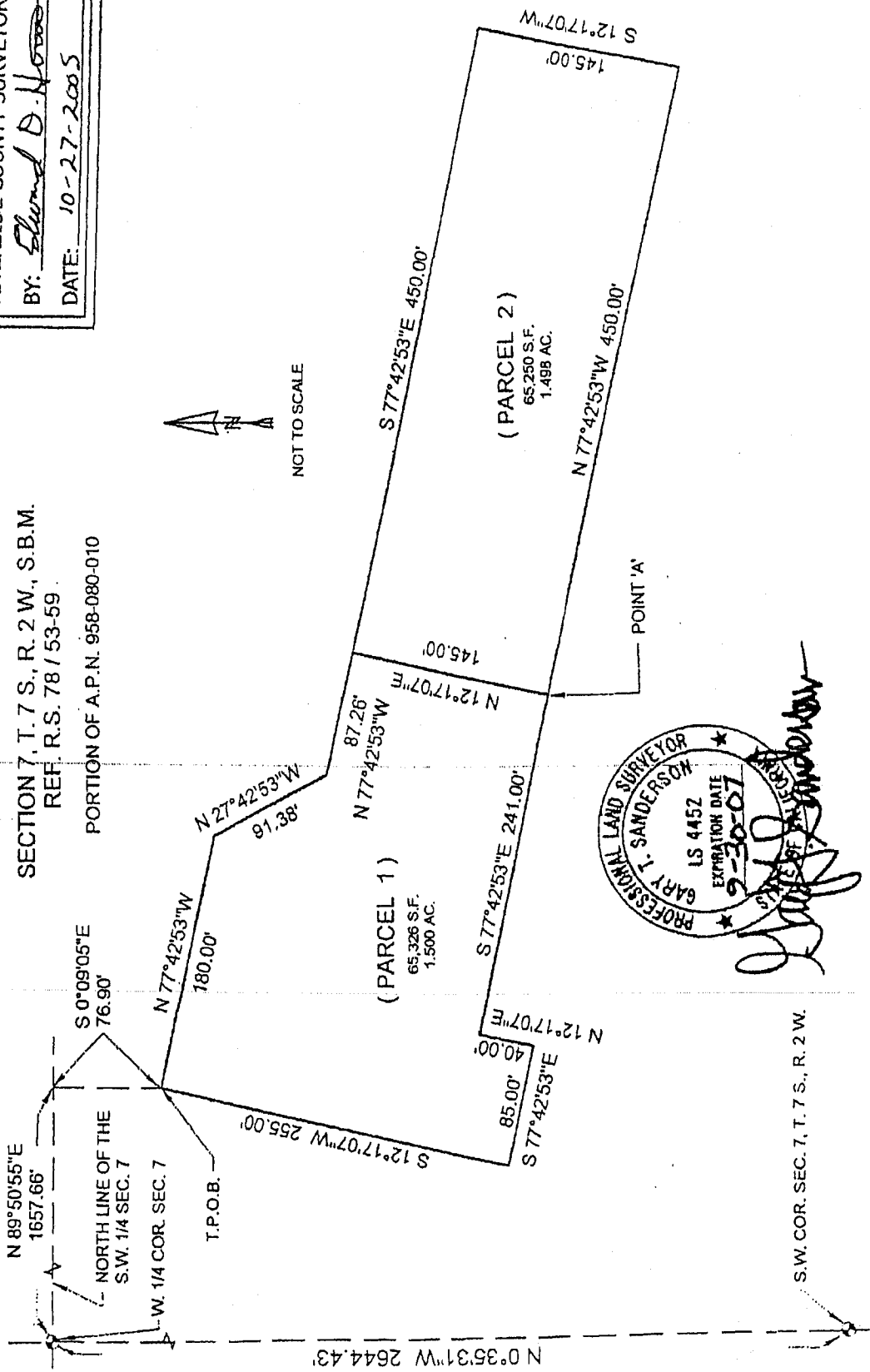
## OVATION AIR GROUP - LEASE

SECTION 7, T. 7 S., R. 2 W., S.B.M.

REF. R.S. 78/53-59

PORTION OF A.P.N. 958-080-010

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR  
BY: *Shirley D. Hoover*  
DATE: 10-27-2005



**THIRD AMENDMENT TO LEASE**  
French Valley Airport

This Third Amendment to Lease ("Amendment:") is entered into by and between the County of Riverside (hereinafter "County"), and Ovation Air Group, Inc., a Delaware corporation, (herein called "Lessee"), with reference to the following:

**RECITALS**

A. WHEREAS, County and Mach 1 Air Charter, Inc. were parties to that certain lease (hereinafter the "Lease") approved by the Board of Supervisors of the County of Riverside ("Board") on June 4, 2002, wherein Lessee agreed to lease from County, approximately 3.0 acres of property ("Leased Premises") located at the French Valley Airport; and

B. WHEREAS, the Lease was amended by a First Amendment to Lease approved by the Board on October 21, 2003; and

C. WHEREAS, Mach 1 Air Charter changed its name Ovation Air Group, Inc. on or about May 14, 2002; and

D. WHEREAS, the Lease was amended by a Second Amendment to Lease approved by the board on December 13, 2005; and

E. WHEREAS, the County and Lessee now desire to modify the Lease in accordance with the terms and provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease shall be modified as follows:

1. Paragraph 5 Rent, page 2, subparagraph (a) shall be modified by adding the following at the end of said paragraph 5(a):

"Beginning July 1, 2005 the monthly base rent shall be \$3,049.20.

2. Subparagraph 5 (d), page 3 of the Lease, shall be deleted in its entirety and replaced with the following subparagraph:

S:\EDCOM\AIRPORTS\FRVALLEY\Ovation - MACH 1 AIR CHARTER\OAG Lsc amnd 00303.doc



"5 (d) Base Rent Adjustment - Beginning July 1, 2015 and on July 1 of every fifth (5th) year thereafter, that portion of the monthly Base Rent for the Land shall be adjusted to one-twelfth (1/12) of eight percent (8%) of the then-current aviation fair market value of the Land. Said aviation fair market value shall be for the Land only and shall not include the value of the Improvements or other structures placed on the Leased Premises by Lessee. In no event will application of this paragraph result in a monthly Base Rent amount for the Land which is lower than the highest previous monthly Base Rent for the Land.

The aviation fair market value for the Land will be established by a property appraisal performed by an independent appraiser, knowledgeable and experienced in the valuation of aviation property within the southern California Counties of Riverside, San Bernardino, San Diego and Los Angeles. The appraiser shall be certified by, and be, in good standing with the Appraisal Institute of Chicago IL with a current designation of "MAI" and the appraisal shall be conducted in strict compliance with the Uniform Standards of Professional Appraisal Practice ("USPAP").

No less than two hundred and forty (240) days prior to the rent adjustment date, County will notify by US Mail, potentially affected Lessees of its intent to issue a Request for Qualifications and Proposal ("RFQP") and submit a copy of the Draft RFQP form it intends to use. It will be the responsibility of the Lessees to establish amongst themselves a process for forming a committee to comment on the Draft RFQP and to select up to two-fifths (2/5) of the appraisers that will be invited to respond to the RFQP. In the event a majority of Lessees participating in the selection process are unable to form a committee, comment on the Draft RFQP, select the designated number of appraisers or give the County written notice thereof within two hundred ten (210) days prior to the rent

S:\EDCOM\AIRPORTS\FRVALLEY\Ovalton - MACH 1 AIR CHARTER\OAG Lse arm'd 00303.doc

adjustment date, then County will select all of the appraisers to which the RFQP is sent. No less than one hundred and eight (180) days prior to the rent adjustment date, County will give reasonable consideration to the comments received from the Lessee's Committee and shall issue a Final RFQP to a minimum of five (5) appraisers meeting the foregoing qualifications. Upon receipt of the responses to the RFQP, the County shall offer the responses to the Lessee's Committee for viewing and comment for a period of fourteen (14) days, and after reasonable consideration of the comments made, County shall select the appraiser pursuant to the County's established guidelines. The cost of the appraisal and related processes shall be borne by the County. The cost, if any, of forming and operating the Lessee's Committee shall be borne by the Lessee Committee members.

Once established, the adjusted monthly Base Rent for the Land shall be adjusted annually in the manner set forth in Paragraph 5 (e) below."

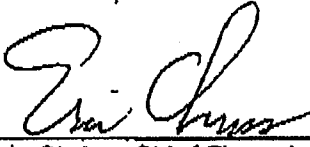
3. Subparagraph 5 (e), page 5, is hereby deleted in its entirety and replaced with the following subparagraph:

"(e) Beginning July 1, 2006 and at each July 1<sup>st</sup> thereafter, except for dates coinciding with the appraisals conducted every fifth year as referenced in paragraph 5(d) above, the Base 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 paragraph result in a monthly Base Rent amount lower than the highest previous monthly Base Rent amount."

WHEREFOR, the parties hereto have executed this Amendment as of the dates set forth below.

Dated: 3/3/2006

LESSEE:  
OVATION AIR GROUP,  
a Delaware corporation

By:   
Eric Chriss, Chief Financial Officer

Dated: JUL 25 2006

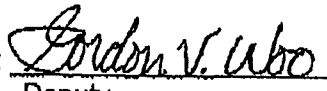
COUNTY OF RIVERSIDE


By:   
Chairman, Board of Supervisors  
**BOB BUSTER**

(SEAL)

APPROVED AS TO FORM:  
Joe S. Rank, County Counsel

ATTEST:  
Nancy Romero, Clerk of the Board

By:  7/3/06  
Deputy

By:   
Deputy

**FOURTH AMENDMENT TO LEASE**  
French Valley Airport

This Fourth Amendment to Lease ("Amendment:") is entered into by and between the COUNTY OF RIVERSIDE (hereinafter "County"), and FRENCH VALLEY HOLDINGS, LLC, a California limited liability company, (herein called "Lessee"), with reference to the following:

**RECITALS**

A. WHEREAS, County and Mach I Air Charter, Inc., were parties to that certain lease (hereinafter the "Lease") approved by the Board of Supervisors of the County of Riverside ("Board") on June 4, 2002, wherein Lessee agreed to lease from County, approximately 3.0 acres of land (the "Leased Premises") located at the French Valley Airport;

B. WHEREAS, the Lease was amended by a First Amendment to Lease approved by the Board on October 21, 2003;

C. WHEREAS, Mach I Air Charter changed its name Ovation Air Group, Inc. on or about May 14, 2002;

D. WHEREAS, the Lease was amended by a Second Amendment to Lease approved by the Board on December 13, 2005;

E. WHEREAS, the Lease was amended by a Third Amendment to Lease approved by the Board on July 25, 2006;

F. WHEREAS, Ovation Air Group, Inc., assigned the Lease to Quinn Aire, LLC, on January 23, 2007;

G. WHEREAS, Quinn Aire, LLC, assigned the Lease to Larry Hansen and Joseph Diorio on January 23, 2007;

H. WHEREAS, Larry Hansen and Joseph Diorio assigned the Lease to French Valley Holdings, LLC, on August 6, 2007; and

I. WHEREAS, the County and Lessee now desire to modify the Lease in accordance with the terms and provisions of this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease and the Third Amendment to Lease shall be modified as follows:

1. Section 2 of the Lease, Description, shall be changed to read:

"The premises leased hereby are located within the French Valley Airport, County of Riverside, California, and consist of 1.5-acres of land improved with an aircraft storage building of approximately 15,000 square feet and offices of approximately 3,500 square feet, hereinafter referred to as the Leased Premises.

The Leased Premises is further described as Parcel 1 in the legal description, Exhibit A, and Parcel 1 on the plat map, Exhibit B, attached hereto and by reference made a part hereof."

2. Section 4 of the Lease, Use, shall be changed to read:

"The Leased Premises shall be used for aircraft storage and the operation of a Part 135 air charter business. The rights, restrictions and obligations of airport lessees are described in the Minimum Standards for Fixed Base Operators attached hereto as Exhibit B. These Minimum Standards may be altered from time to time to maintain compliance with FAA regulations and changes to Riverside County ordinances.

The Leased Premises shall not be used for any other purpose without the written consent of County, which consent shall not be unreasonably withheld."

3. The monthly rent specified in Section 5 of the Lease and Section 1 of the Third Amendment to Lease, shall be adjusted to one thousand seven hundred three and 34/100

(\$1,703.34) dollars, to reflect the reduction in the size of the Leased Premises from 3.0-acres to 1.5-acres, commencing on the first day of the month following approval of this Fourth Amendment to Lease by the Board of Supervisors for the County of Riverside.

4. All other provisions of the Lease, not otherwise affected by this Amendment, shall remain the same.

5. Construction of Amendment: The parties hereto negotiated this Amendment at arms length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against County solely because it prepared this <sup>Fourth</sup> ~~First~~ Amendment in its executed form.

WHEREFORE, the parties hereto have executed this Amendment as of the dates set forth below.

Dated: 11-17-08

FRENCH VALLEY HOLDINGS, LLC  
a California limited liability company

By: Larry Hansen  
Larry Hansen, Manager

Dated: DEC 16 2008

COUNTY OF RIVERSIDE

By: Ray Wilson  
Chairman, Board of Supervisors

(SEAL)

APPROVED AS TO FORM:  
Joe S. Rank, County Counsel

ATTEST:  
Nancy Romero, Clerk of the Board

By: Gordon V. Lobo 12/1/08  
Deputy

By: C. J. [Signature]  
Deputy

EXHIBIT 'A'  
OVATION AIR GROUP - LEASE

THAT PORTION OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNADINO BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 7:

THENCE: N 89°50' 55" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 A DISTANCE OF 1657.66 FEET:

THENCE: S 0°09' 55" E A DISTANCE OF 76.90 FEET TO THE TRUE POINT OF BEGINNING:

THENCE: S 12°17' 07" W A DISTANCE OF 255.00 FEET:

THENCE: S 77°42' 53" E A DISTANCE OF 85.00 FEET:

THENCE: N 12°17' 07" E A DISTANCE OF 40.00 FEET:

THENCE: S 77°42' 53" E A DISTANCE OF 241.00 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT 'A':

THENCE: N 12°17' 07" E A DISTANCE OF 145.00 FEET:

THENCE: N 77°42' 53" W A DISTANCE OF 87.26 FEET:

THENCE: N 27°42' 53" W A DISTANCE OF 91.38 FEET:

THENCE: N 77°42' 53" W A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 65,326 SQ. FT. OR 1.500 ACRES MORE OR LESS.

~~PARCEL 2~~

~~BEGINNING AT THE ABOVE MENTIONED POINT 'A':~~

~~THENCE: N 12°17' 07" E A DISTANCE OF 145.00 FEET:~~

~~THENCE: S 77°42' 53" E A DISTANCE OF 450.00 FEET:~~

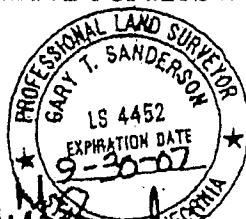
~~THENCE: S 12°17' 07" W A DISTANCE OF 145.00 FEET:~~

~~THENCE: N 77°42' 53" W A DISTANCE OF 450.00 FEET TO THE TRUE POINT OF BEGINNING.~~

~~CONTAINING 65,250 SQ. FT. OR 1.498 ACRES MORE OR LESS.~~

SEE EXHIBIT 'B' ATTACHED

PAGE 1 OF 1



A handwritten signature in black ink, appearing to read "Gary T. Sanderson", written over the bottom portion of the professional seal.

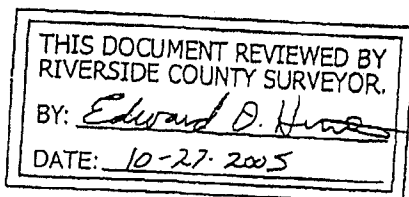


EXHIBIT 'B'

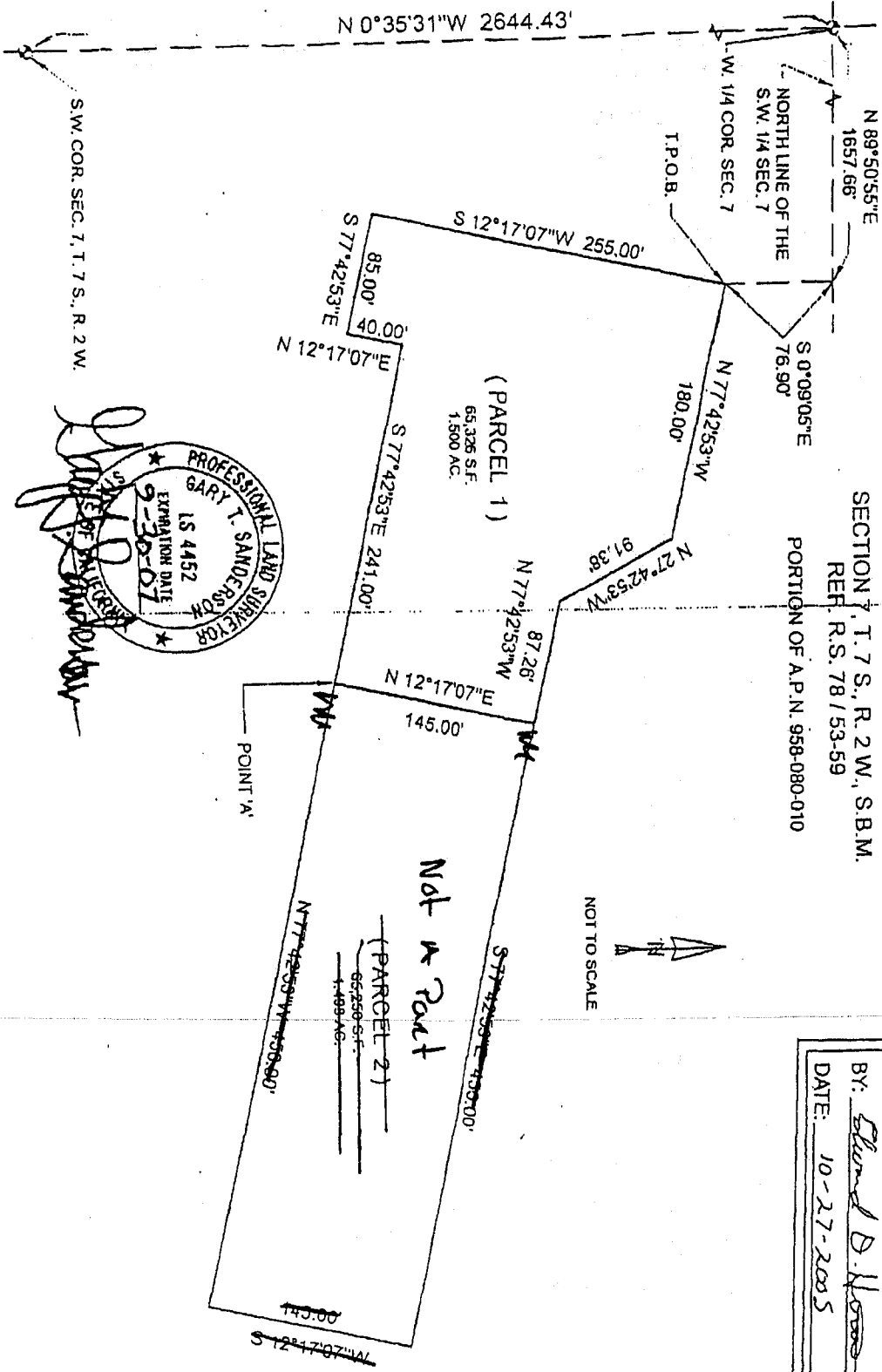
OVATION AIR GROUP - LEASE

SECTION 7, T. 7 S., R. 2 W., S.B.M.

REF. R.S. 78 / 53-59

PORTION OF A.P. N. 958-080-010

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR,
BY: <i>Glenn D. Wood</i>
DATE: 10-27-2005





Riverside County Board of Supervisors  
Request to Speak

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Holmstrom B.

Address: \_\_\_\_\_  
(only if follow-up mail response requested)

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Agenda # 3-10  
3-10

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support  Oppose \_\_\_\_\_ Neutral

*until Rest of District 1*

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below: *tax payers have studied  
this*

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.