

Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport

Exhibit A

Lease Premises Legal Description

Following this page

Exhibit A

Lease Premises Legal Description

**EXHIBIT A
LEGAL DESCRIPTION
LEASE AREA ADJUSTMENT**

ADJUSTED LEASE AREA OF TRADITION AVIATION-TRM, LLC, 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:

EXISTING LEASE AREA OF TRADITION AVIATION-TRM, LLC, THAT PORTION OF LAND LOCATED IN SAID SECTION 21, 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 700.00 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 TO THE **TRUE POINT OF BEGINNING**;

THENCE S89°49'49"E, A DISTANCE OF 660.00 FEET;

THENCE S00°01'08"E, A DISTANCE OF 77.00 FEET;

THENCE S89°58'07"E, A DISTANCE OF 481.60 FEET;

THENCE S00°01'53"W, A DISTANCE OF 613.72 FEET;

THENCE N89°58'07"W, A DISTANCE OF 287.39 FEET TO THE POINT OF BEGINNING OF ADDITIONAL LEASE AREA;

THENCE CONTINUING N89°58'07"W, A DISTANCE OF 157.00 FEET;

THENCE CONTINUING N89°58'07"W, A DISTANCE OF 347.00 FEET;

THENCE N00°01'20" E, A DISTANCE 75.00, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF INVADER AVENUE;

THENCE S89°57'04"W, A DISTANCE OF 349.72 FEET, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF LIGHT STREET;

THENCE N00°01'08"W, A DISTANCE OF 617.81 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 16.66 ACRES, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT B WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER WITH

**EXHIBIT A
LEGAL DESCRIPTION
LEASE AREA ADJUSTMENT
PAGE 2 OF 2**

ADDITIONAL LEASE AREA OF TRADITION AVIATION-TRM, LLC FOR THE NEW FIXED-BASE OPERATOR (FBO), THAT PORTION OF LAND IN SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT OF BEGINNING OF ADDITIONAL LEASE AREA, THENCE S00°01'20"W, A DISTANCE OF 86.00 FEET;

THENCE N89°58'40"W, A DISTANCE OF 157.00 FEET;

THENCE N00°01'20"E, A DISTANCE OF 86.03 FEET;

THENCE S89°58'07"E, A DISTANCE OF 157.00 FEET TO THE POINT OF BEGINNING OF ADDITIONAL LEASE AREA.

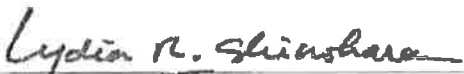
THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 0.31 ACRE, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT B WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

THE ADJUSTED LEASE AREA OF TRADITION-AVIATION-TRM, LLC CONTAINS 16.97 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 modification of a 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, RCE NO. 32182
MY LICENSE EXPIRES 12/31/2014



10/09/2013
DATE

Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport

Exhibit B

Lease Premises Survey

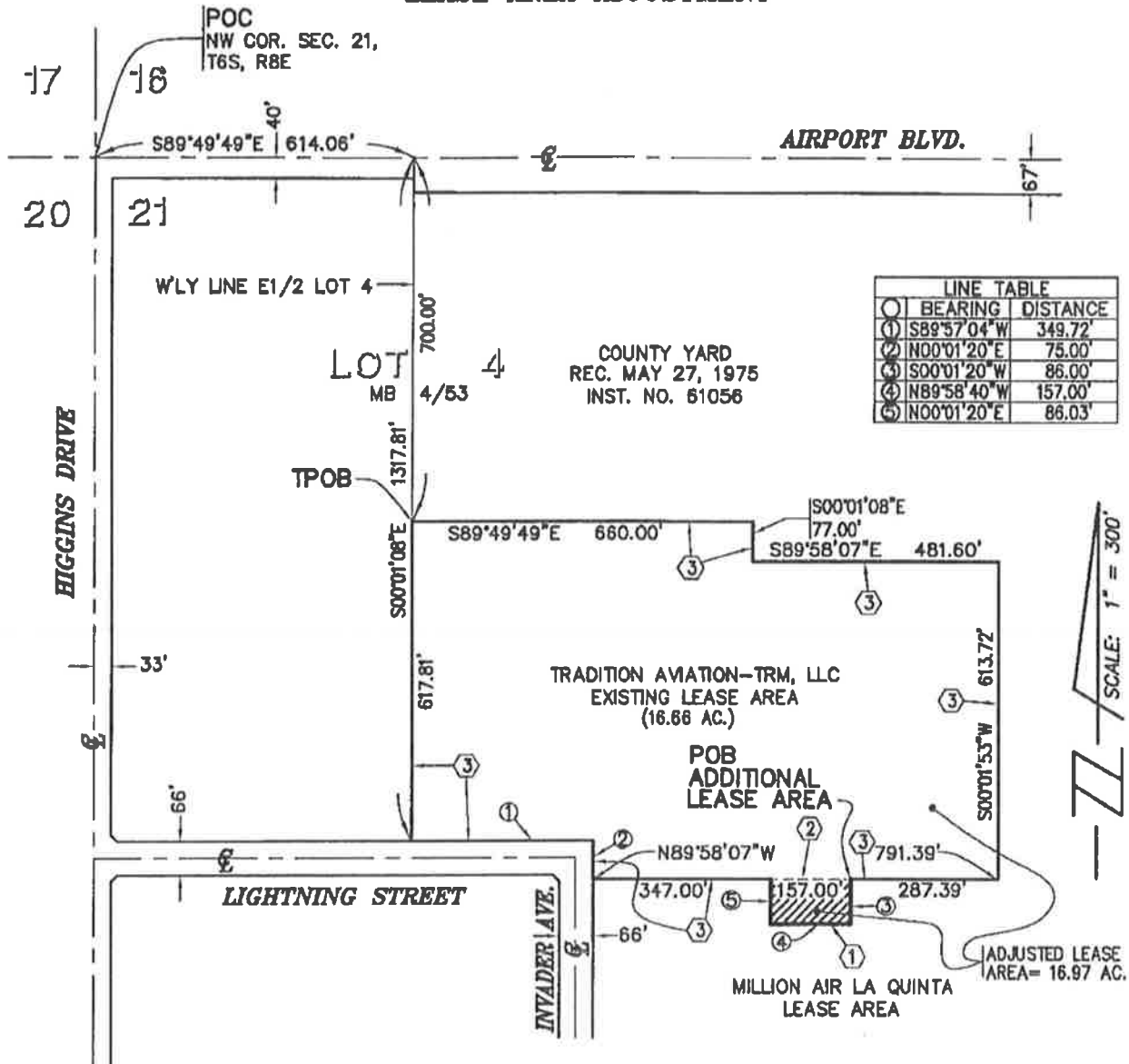
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Exhibit B

Lease Premises Survey

EXHIBIT "B"

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



LEGEND:

- ① ——— NEW LEASE LINE PER THIS LEASE AREA ADJUSTMENT
- ② - - - ORIGINAL LEASE LINE TO BE REMOVED
- ③ ——— ORIGINAL LEASE LINE TO REMAIN
- ADDITIONAL LEASE AREA (0.31 AC.)

PREPARED BY:



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

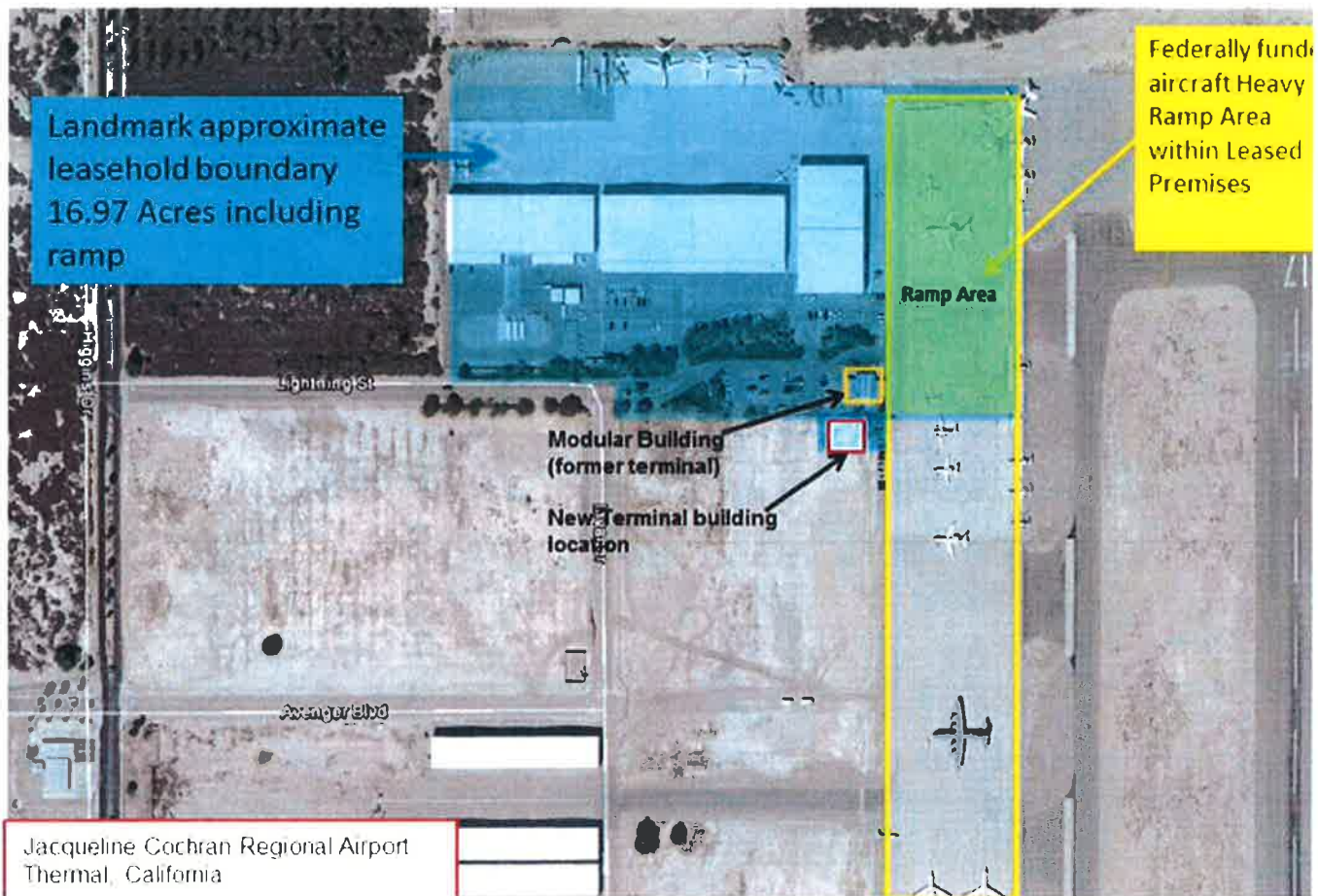


**Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport**

**Exhibit C
Site Plan**

Following this page

**Exhibit C
Site Plan**



This map is for illustration only and is not a boundary survey. All parties to independently verify all information.

Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport

Exhibit D

Modular Re-Use Site Plan

Exhibit D shall only be necessary in the event of occurrence of certain conditions provided in Section 4.(c)(ii) of the Lease herein.

Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport

Exhibit E

Federally Required Lease Provisions

Following this page

Exhibit E

Federally Required Lease Provisions

FEDERALLY REQUIRED 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 Jacqueline Cochran Regional 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 Jacqueline Cochran Regional 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.

Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport

Exhibit F

Storm Water Pollution Prevention Plan

Following this page

Exhibit F

Storm Water Pollution Prevention Plan

Airport California Monitoring Group

Stormwater Pollution Prevention Plan

Jacqueline Cochran Airport
56 850 Higgins Street
Thermal, Ca. 92274

WDID Number: 733I006138

Preparation Date: June 2015

REVISION SHEET

All revisions to the Stormwater Pollution Prevention Plan must be documented.

Presented below is a listing, by date, of the sections that have been revised.

Revision Date	Section Revised	Purpose of Revision	Revised By

Note: Revisions to the SWPPP must be uploaded quarterly to the SMARTS system. If significant revisions are made to the SWPPP the revised SWPPP should be uploaded to SMARTS within 30 days.

1.0 FACILITY INFORMATION

WDID #	733I006138
Address	56 850 Higgins Street Thermal Ca. 92274
Latitude/longitude (needed for SMARTS)	33° 38' 18" N 116° 9' 33" W
SIC Code	4581
Description of Airport-Related Industrial Activity [40 CFR § 122.26(b)(14)(viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-25), 43, 44, 45, and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under paragraphs (b)(14) (i)-(vii) or (ix)-(xi) of this section are associated with industrial activity.] For more information, click here	Airport Operations Area (AOA): Generally, all of the regulated "industrial" stormwater activities at the airport occur within the AOA; however, not all of the AOA is necessarily part of the "industrial" areas or is required to be permitted by the CA IGP. Site Map (attachment #1) identifies the industrial areas subject to permitting within the AOA.
Hours of Operation¹	6am to 4:30pm
Description of neighboring operations/properties	North - open South - open East - open West - open
Compliance Group Member	Member of Airport California Monitoring Group

Legally Responsible Person (LRP)

Name	Title	Contact Number
Daryl Shippy	Airports Manager	951-538-5046

Duly Authorized Representative(s)

Name	Title	Contact Number
Dave English	Maintenance Supvsr.	951-712-5995
Vicki Powszok	Airport Facilities Specialist	951-538-9629

¹ The time periods when the facility is staffed to conduct any function related to industrial activity, but excluding time periods where only routine maintenance, emergency response, security, and/or janitorial services are performed.

Compliance Group Leaders

Name	Organization	Contact Number
Jeffrey Longworth	Barnes & Thornburg LLP	202-408-6918
Matthew Lentz	GSI Environmental Inc	949-679-1070
Sarah Hoffman	Environmental Compliance Options	603-746-1059

Qualified Industrial Stormwater Practitioner (if necessary and applicable)

Name	Title	Contact Number

2.0 STORMWATER POLLUTION PREVENTION TEAM

Name	Title	Contact Number	Responsibilities/Duties
Daryl Shippy	Airports Manager	951-538-5046	LRP, Oversees implementation
Dave English	Maintenance Supvsr.	951-712-5995	Samples, Inspections, Annual Report
Vicki Powszok	Airports Facilities Specialist	951-538-9629	Data Entry, Inspections
Edgar Ocampo	Maintenance worker	951-538-5164	Inspections

NOTE: All team members are trained in all aspects of the SWPPP and can substitute for one another when the regularly assigned team member is temporarily unavailable (due to vacation, illness, out of town business, or other absence).

3.0 Site Maps

The Airport's Site Map(s): See Appendix 1-4

3.1 Site Stormwater Drainage

Airport Operations Area Description

Airport Industrial Activity Area is described on site map #1

General Drainage Discussion

Airport stormwater flow is described on site map #3 with stormwater running via ribbon gutters and underground drains to swales running to the south to three retention/settling basins with the outfall south of last basin. I have never seen stormwater fill up the basins and leave airport property

Off-Site Stormwater Run-On Discussion

N/A

3.2 Stormwater Industrial Discharge Points

Describe the industrial operations that occur in each of the Airport's stormwater drainage areas and final discharge locations. Similar information can be found at Site Map #3. If there are discharge locations at the Airport that are affected by run-on from surrounding areas or that are difficult or unsafe to sample, an alternative monitoring location can be selected. Any alternative locations selected should be noted in the table below and included on the site map.

Discharge Point ID	Description of Industrial Operations in Each Drainage Area and Sampling Location (include lat/long for each discharge point)	Designated for Sample Collection/ Analysis (Y/N)¹
Outfall #1	33° 36' 18" N 116° 9' 31" W	Y

1. If all industrial stormwater discharge locations are not designated for sample collection, the reason for the reduction must be justified.

Narrative Sample Reduction Justifications per Sections XI.C.3-5:

4.0 NARRATIVE ASSESSMENT OF POTENTIAL POLLUTANT SOURCES

The General Permit requires a pollutant source assessment to identify industrial materials used and industrial activities performed with the potential to contribute pollutants in stormwater discharges. As described in the General Permit, the assessment must include review of the following:

- The areas of the facility with likely sources of pollutants in industrial stormwater discharges and authorized non-stormwater discharges (NSWDs);
- The pollutants likely to be present in industrial stormwater discharges and authorized NSWDs;
- The approximate quantity, physical characteristics (e.g., liquid, powder, solid, etc.), and locations of each industrial material handled, produced, stored, recycled, or disposed;
- The degree to which the pollutants associated with those materials may be exposed to, and mobilized by contact with, stormwater;
- The direct and indirect pathways by which pollutants may be exposed to stormwater or authorized NSWDs;
- All sampling, visual observation, and inspection records;
- The effectiveness of existing BMPs to reduce or prevent pollutants in industrial stormwater discharges and authorized NSWDs;
- The estimated effectiveness of implementing, to the extent feasible, minimum BMPs to reduce or prevent pollutants in industrial stormwater discharges and authorized NSWDs; and,
- The identification of the industrial pollutants related to the receiving waters with 303(d) listed impairments (identified in Appendix 3 of the General Permit) or approved TMDLs that may be causing or contributing to an exceedance of a water quality standard in the receiving waters.

Based on this source assessment, the airport should consider which drainage areas might be "no exposure" areas, whether advanced BMPs are needed in any areas, and whether additional parameters should be added to monitoring plan.

4.1 LIST OF INDUSTRIAL MATERIALS

Operator	Material	Storage Location(s) (Reference Map)	Typical Quantity Stored*	Receiving Location(s) (Reference Map)	Shipping Location(s) (Reference Map)	Handling Location(s) (Reference Map)
Landmark Aviation Fuel Farm	Jet-A and Av Gas	Area 'B' on map #2	3 tanks holding 12,000 gallons ea.	Same as storage	Same as storage	Same as storage
Landmark Aviation Fuel Trucks	Jet A and Av-Gas	Mobile over entire Industrial activity area	4 trucks holding 1,000 gallons each	Area .B' on map #2	Entire industrial activity area	Entire industrial activity area
Signature Flight Support Fuel Farm	Jet A and Av-Gas	Area 'D' and 'F' on map#2	1- 600 gallon Av-Gas tank and 1 12,000 gallon Jet A tank	Same as storage	Same as storage	Same as storage
Signature Flight Support Fuel Trucks	Jet A and Av-Gas	Mobile over entire industrial activity area	3 trucks holding 1,000 gallons each	Areas 'D' and 'F' on map #2	Entire industrial activity area	Entire industrial activity area
Thermal Aviation Fuel Farm	Jet A and Av-Gas	Area 'G' on map #2	2 tanks holding 12,000 gallons each	Same as storage	Same as storage	Same as storage
Used oil collection site	Used motor oils	Area 'E' on map #2	300 gallons	Same as storage	Same as storage	Same as storage

* IF STORED IN A TANK, PROVIDE THE TANK CAPACITY ALSO.

4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

Process Description:	Landmark maintenance Hangar (Aircraft Maintenance)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Area 'A' on map #2
Responsible Party(ies): Airport Y N Specific Tenant(s):	Landmark Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	Small amounts of aviation fuel and oil
Describe Containment Structures and Capacity, if applicable.	Primarily work done indoors to prevent pollutants from contact with stormwater

Process Description:	Landmark Fuel Farm (Aircraft fuel storage)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Area 'B' on map #2
Responsible Party(ies): Airport Y N Specific Tenant(s):	Landmark Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	2- 12,000 gallon Jet A tanks 1- 12,000 gallon Av Gas tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel storage tanks with secondary containment

4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

Process Description:	Landmark Fuel trucks (mobile refueling of aircraft)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Entire industrial activity area
Responsible Party(ies): Airport Y N Specific Tenant(s):	Landmark Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	4 trucks containing 1,000 gallons each
Describe Containment Structures and Capacity, if applicable.	Aviation fuel trucks

Process Description:	Signature Maintenance Hangar (aircraft maintenance)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Area 'C' on map #2
Responsible Party(ies): Airport Y N Specific Tenant(s):	Signature Flight Support
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	Small amounts of aviation fuel and oils
Describe Containment Structures and Capacity, if applicable.	Primarily work done indoors to prevent pollutants from stormwater contact

4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

Process Description:	Signature Fuel Farm (storage of aviation fuel)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Area 'D' on map #2
Responsible Party(ies): Airport Y N Specific Tenant(s):	Signature Flight Support
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1- 12,000 gallon Jet A tank 1- 2,000 gallon Av Gas tank 1- 500 gallon auto fuel tank 1- 500 diesel tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tanks with secondary containment

Process Description:	Signature fuel trucks (mobile refueling of aircraft)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Entire industrial activity area
Responsible Party(ies): Airport Y N Specific Tenant(s):	Signature flight support
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	3 trucks holding 1,000 gallons each
Describe Containment Structures and Capacity, if applicable.	Aviation fuel trucks

4.2 Airport Operations Area: Industrial Activity

The Airport's (and tenant's) industrial processes and materials handling operations with the potential to generate pollutants exposed to stormwater are described below:

Process Description:	Waste oil collection site (tank to hold recycle engine oil)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Area 'E' on map #2
Responsible Party(ies): Airport Y N Specific Tenant(s):	County of Riverside
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	300 gallon tank for collection of used aircraft oils
Describe Containment Structures and Capacity, if applicable.	Above ground tank with secondary containment under a metal roof

Process Description:	Thermal Aviation Fuel Farm (aircraft fuel storage and dispensing)
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	Area 'G' on map #2
Responsible Party(ies): Airport Y N Specific Tenant(s):	Thermal Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1- 12,000 gallon Jet A tank 1- 12,000 gallon Av Gas tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tanks with secondary containment and under cover roof

4.3 Dust and Particulate Generating Activities

List any particular industrial activities with the potential to generate a significant amount of dust or particulate are described below (not dust or particulate matter originating outside the AOA).

Industrial Activity:	N/A
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	
Description of the Source and Characteristics of the Dust or Particulate:	
Associated Stormwater Discharge Locations:	

Industrial Activity:	N/A
Areas Where Activity is Conducted are Designated on Site Map (Appendix)	
Description of the Source and Characteristics of the Dust or Particulate:	
Associated Stormwater Discharge Locations:	

4.4 Erodible Surfaces

Areas of the Airport where soil erosion may occur as a result of industrial activity, stormwater discharges associated with industrial activity, or authorized non-stormwater discharges are described below.

Description of Area:	N/A
Designation on Site Map:	
Associated Stormwater Discharge Locations:	

Description of Area:	N/A
Designation on Site Map:	
Associated Stormwater Discharge Locations:	

4.5 Significant Spills and Leaks

Presented below is information on significant spills or leaks that have occurred at the Airport in the past 5 years; included are industrial materials that have spilled or leaked in significant quantities and have discharged from the facility's stormwater conveyance, toxic chemicals (listed in 40 CFR, Part 302) that have been discharged to stormwater as reported on US EPA Form R, oil and hazardous substances in excess of reportable quantities (see 40 CFR, Parts 110, 117, and 302), and industrial materials that have spilled or leaked in significant quantities and had the potential to discharge.

Check here if no such spills or leaks have occurred in the past 5 years: X 6-16-2015

Material Spilled & Date	Quantity Discharged from Site	Material Physical Characteristics	Location of Spill or Leak	Quantity Spilled or Leaked	Remaining Quantity w/ Discharge Potential	Preventative Measures

4.6 Non-Stormwater Discharges

Summarized below are descriptions of non-stormwater discharges that occur at the Airport and a determination if these non-stormwater discharges are authorized in accordance with Section IV of the General Permit.

1.

Description of Non-Stormwater Discharge and Source:	N/A
Frequency of Discharge:	
Approximate Quantity per Discharge:	
Associated Stormwater Discharge Location(s):	
Authorized by the General Permit?	Yes or No

2.

Description of Non-Stormwater Discharge and Source:	N/A
Frequency of Discharge:	
Approximate Quantity per Discharge:	
Associated Stormwater Discharge Location(s):	
Authorized by the General Permit?	Yes or No

[NOTE: If unauthorized non-stormwater discharges are reported here, you must record additional corrective action to eliminate them in the future.]

4.7 303(d) Listed Waters/Pollutants

Identify 303(d) listed receiving waters and pollutants causing the impairments:

303(d) Listed Water	Pollutants
	Waiting for further definition from the state at time of completion.

5.0 MINIMUM BMPS

Minimum BMPs categories include:

- Good Housekeeping
- Preventive Maintenance
- Spill and Leak Prevention and Response
- Material Handling and Waste Management
- Erosion and Sediment Controls
- Employee Training
- Quality Assurance and Record Keeping

5.1 Good Housekeeping BMPs

Good House-keeping Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Observe and maintain industrial activity outdoor areas	Industrial activity operators are required to keep operation area clean and orderly	All industrial operation areas	As needed	As needed during operations	Industrial activity operator	N/A
Minimize or prevent material tracking	Spills are to be cleaned up as they occur to prevent tracking	All activity areas	Absorbent material and other as needed equipment	As needed during operations	Industrial activity operator	N/A
Minimize dust generated	All industrial activities conducted on concrete or asphalt to minimize dust generated	All activity areas	N/A	N/A	N/A	N/A
Cleanup areas affected by rinse and wash water	N/A					

Good House-keeping Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Cover stored industrial materials that can be readily mobilized by contact with Stormwater	Stored materials are in containment tanks	All industrial activity areas	Storage tanks	always	Industrial activity operator	N/A
Prevent disposal of rinse/wash waters	N/A					
Minimize flows of offsite stormwater and NSWDS into material handling areas	N/A					
Training and awareness for tenants and employees concerning good housekeeping practices	Industrial activity operators are required to train employees for proper use of equipment and good housekeeping practices	All industrial activity areas	N/A	Annually or upon new hires	Industrial activity operators	N/A

5.2 Preventative Maintenance

Preventive Maintenance Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person Responsible	Actions performed in lieu of BMP
Identify equipment and systems that may leak	Fuel storage tanks and fuel trucks	All industrial activity areas	As needed	N/A	Industrial activity operator	N/A
Observe the equipment and systems to detect leaks	Employees trained to observe equipment as they use it	Industrial activity operation areas	As needed	During operations	Industrial activity area operator	N/A
Establish a schedule for maintenance	Maintenance and repair to be performed as needed	Industrial activity operation areas	As needed	During operations	Industrial activity operator	N/A
Establish procedures for maintenance and repair	Employees trained for proper repair procedures	Area of operations	As needed	During operations	Industrial activity operator	N/A

5.3 Spill and Leak Prevention and Response

Spill and Leak Prevention and Response Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person Responsible	Actions performed in lieu of BMP
Establish procedures and/or controls to minimize spills and leaks	Employees are trained in proper use of equipment to minimize risk of leak or spill	Operation areas	As needed	During operations	Industrial operator	N/A
Develop and implement spill and leak response procedures to prevent industrial materials from being discharge	Employees are trained to assess and respond to a spill as required	Operation areas	As needed	During operations	Industrial operator	N/A
Clean up spills and leaks promptly	Employees are trained to clean up spills as they occur	Operation areas	As needed	During operations	Industrial operator	N/A
Identify and describe needed spill and leak response equipment	Employees assess the spill and needed equipment to clean up	Operation areas	As needed	During operations	Industrial operator	N/A
Train appropriate spill prevention and response personnel	Industrial activity operator to train there personnel	Operation areas	As needed	During operations	Industrial operator	N/A

5.4 Material Handling and Waste Management BMPs

Materials Handling and Waste Management Minimum BMPs	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Minimize handling of industrial materials or wastes that can be mobilized by contact with stormwater	Materials are only handled as needed for efficient operation of industrial activity	Area of operations	As needed	During operations	Industrial activity operator	N/A
Contain non-solid industrial materials or wastes that can be transported or dispersed by the wind or contact with Stormwater	Materials are stored in sealed tanks to prevent contact with stormwater	Areas of operation	Containment tanks	always	Industrial activity operator	N/A
Cover industrial waste disposal and industrial material storage containers	N/A					
Divert run-on and stormwater away from stockpiled materials	N/A					
Clean spills that occur during handling	Employees are trained to clean up spills as they occur	Area of operations	Absorbent material and other equipment as needed	As needed	Industrial activity operator	N/A
Observe and clean outdoor material/waste handling equipment or containers	Employees trained in good housekeeping procedures	Industrial activity areas	As needed	As needed	Industrial activity operator	N/A

5.5 Erosion and Sediment Controls

Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Implement effective wind erosion controls	Industrial activities at this airport are performed on either concrete or asphalt and not impacted by wind erosion	Industrial activity areas	N/A	N/A	N/A	N/A
Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event.	N/A					
Maintain effective perimeter controls and stabilize site entrances	N/A					
Divert run-on and stormwater generated from within the facility away from erodible materials	N/A					

Erosion and Sediment Control Minimum BMP	Site Specific BMP Description	Area(s) Implemented	Tools / Equipment	Frequency	Person(s) Responsible	Actions performed in lieu of BMP
Properly design sediment basins	All industrial area stormwater runoff is collected in a retention/settling area as depicted on airport stormwater flow map	Retention basin shown on map #3				

5.6 Employee Training Program

Employee Training Minimum BMPs	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
Identify which personnel need to be trained	<ul style="list-style-type: none"> Personnel involved in the implementation of the stormwater program are provided training at least annually. This included those responsible for implementation and BMPs, visual observations and monitoring, and document updates. 	Maintenance manager	N/A
Train stormwater team members	Stormwater team members are trained in above training program	Maintenance manager	N/A
Prepare or acquire training manuals	N/A		
Provide a training schedule	<ul style="list-style-type: none"> Stormwater program training is provided at least annually. 		
Maintain training documentation	Documentation shall be kept with hardcopy of SWPPP on site	Maintenance manager	N/A

5.7 Quality Assurance and Recordkeeping BMPs

Quality Assurance and Record Keeping Minimum BMPs	Site Specific BMP Description	Person(s) Responsible	Actions performed in lieu of BMP
Develop and implement management procedures to ensure implementation of plans	Airport industrial activity operators will be given a list of required BMPs to be maintained with the operation of their activity and a signed acknowledgement that they received and understand the BMPs will be maintained with the SWPPP on site	Maintenance manager	N/A
Develop a method of tracking and recording program implementation	Signed acknowledgement of BMPs from industrial activity operator will be kept with the SWPPP on site	Maintenance manager	N/A
Maintain implementation records (i.e., BMP deployment records, employee training logs, spill occurrence and clean-up records)	Records to be maintained with SWPPP on site	Maintenance manager	N/A

6.0 ADVANCED BMPs

Advanced BMPs include Exposure Minimization, Stormwater Containment and Discharge Reduction, Treatment Control, and Other Advanced BMPs. Exposure minimization BMPs include storm resistant shelters to prevent the contact of stormwater with industrial activities and material. Stormwater Containment and Discharge Reduction BMPs include BMPs that divert, reuse, contain, or reduce the volume of stormwater runoff. Treatment control BMPs include one or more mechanical, chemical, biologic, physical, or any other treatment process technology and is sized to meet the treatment control design storm standard.

Advanced BMPs	Area(s) Implemented	Associated Industrial Activity / Material(s)	Inspection Frequency	Person(s) Responsible
Exposure Minimization BMPs				
Stormwater Containment and Discharge Reduction BMPs				
Retention Basin	South end of airport as shown on map #3	All airport stormwater	During outfall inspections	Maintenance manager
Treatment Control BMPs				
Other Advanced BMPs				

7.0 BMP SUMMARY TABLE

Industrial Activity/ Pollutant Source	Potential Pollutants	BMPs Implemented	Frequency
Aircraft fueling operations (fuel farms)	Aviation Fuels	Good housekeeping, absorbent materials on site, Employee training	During operations
Aircraft maintenance operations	Small fuel/oil spills	Good housekeeping, absorbent materials, employee training, work done indoors	During operations
Aircraft fueling operations	Aviation fuels	Good housekeeping, visual inspections, preventative maintenance, absorbent materials, employee training	During operations

Revised:

8.0 MONITORING IMPLEMENTATION PLAN (MIP)

8.1 MIP Team Members

See SWPPP Team at _page 4_.

8.2 Industrial Discharge Locations

See Sections 3.1 and 3.2 above.

8.2.1 Representative Sample Reduction

The General Permit (Section XI.C.4) allows the number of locations sampled in each drainage area to be reduced if the industrial activities, BMPs, and physical characteristics of the drainage area for each location to be sampled are substantially similar to one another. The justification for sample reduction included below must include the following:

- A description of the industrial activities that occur throughout the drainage area,
- A description of the BMPs implemented in the drainage area,
- A description of the physical characteristics of the drainage area, and
- A rationale that demonstrates the industrial activities and physical characteristics are substantially similar.

If the Representative Sample Reduction provision is not utilized at the airport, state "Not Applicable" in the first row of the table.

Representative Discharge Locations Selected for Reduction	Justification for Representative Sampling Reductions	Representative Discharge Location Selected for Sampling
N/A		

8.2.2 Qualified Combined Samples

The Discharger may authorize an analytical laboratory to combine samples of equal volume from as many as four (4) discharge locations if the industrial activities, BMPs, and physical characteristics (grade, surface materials, etc.) within each of the drainage areas are substantially similar to one another. The justification for combining samples must include the following:

- A description of the industrial activities that occur throughout the drainage areas,
- A description of the BMPs implemented in the drainage areas,
- A description of the physical characteristics of the drainage areas, and
- A rationale that demonstrates the industrial activities and physical characteristics of the drainage areas are substantially similar.

Discharge Location Samples to be Combined	Justification for Combining Samples for Analysis	Designation of Combined Sample
--	---	---------------------------------------

Revised:

N/A		

8.3 Visual Observation Procedures

8.3.1 Monthly Visual Observations [FORM XX]

Monthly visual observations are required during daylight hours, under dry conditions, and during scheduled facility operating hours. Complete FORM XX (attached) each month for each outfall in Table 3.2.

8.3.2 Sampling Event Visual Observations [FORM YY]

Sampling event visual observations should be conducted at the same time sampling occurs at a discharge location. Complete FORM YY (attached) during each sample event at sampling event outfalls in Table 3.2.

8.3.4 Visual Observation Response Procedures

Responsive actions should be taken for any observation of significant pollutant exposure, BMP maintenance or other potential stormwater pollutant discharge issue identified. If new BMPs or other practices are employed or modified, they should be recorded in the appropriate place and on the Revision Sheet.

8.4 Field Equipment Calibration Procedures

The majority of the analytical testing should be performed by an analytical laboratory. To meet short hold time requirements, pH should be measured in the field. Field pH will be monitored using either:

- Wide range litmus pH paper or other equivalent pH test kits, or
- Calibrated portable instrument for pH, or
- Methods in accordance with 40 Code of Federal Regulations 136 for testing stormwater.

If a calibrated portable instrument for pH is used, field measurements should be conducted in accordance with the portable instrument accompanying manufacturer's instructions. It is recommended that an equipment calibration is performed 24 hours prior an announced rain event with a 50% greater probability of precipitation on the NOAA website.

8.5 Chain of Custody Record

The Chain of Custody Record is a document used to track the samples from collection through analysis. The Chain of Custody Record should be signed by the sampler and the person taking custody of the samples. An example chain of custody record is included in Appendix ___.

9.0 Annual Comprehensive Facility Compliance Evaluation

1. Complete Form ZZ (attached)

Revised:

10.0 STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated 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 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: _____ Date: 6-17-2015

Printed Name: Daryl Shippy

Title: Airports Manager

NOTE: All reports, certification, or other information required by the General Permit or requested by the Regional Water Quality Control Board, the State Board, U.S. EPA, or local stormwater management agency shall be signed by the above signatory or by a duly authorized representative.

**Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport**

Exhibit G

Sublease Status Report

Following this page

**Exhibit G
Sublease Status Report**

EXHIBIT

AIRCRAFT AND SUBLEASE STATUS REPORT

Date: _____

Sublease	Sublease Start Date	Sublease End Date	Land Area Subleased	Hangar Square Footage	Hangar #	N Number	Owner	Aircraft Type	Status (Based)

I certify that I have in my possession current Certificates of Insurance for each aircraft, sublessee and contractor required under Sections 7(k), 22, 23 and 26 of this Lease and that copies of these certificates have been sent to County. These certificates may be inspected by County upon 48 hours written notice by County.

By: _____ Date: _____
 Lessee Designated Representative

Second Amended and Restated Ground Lease Agreement

Jacqueline Cochran Regional Airport

Exhibit H

Ross Tradition Acknowledgment

Following this Page

1 **LESSEE ACKNOWLEDGMENT AND AGREEMENT**

2
3 This Lessee Acknowledgment and Agreement ("Agreement") is made and entered into
4 this 21st day of June, 2016, ("Effective Date") by and between the County of
5 Riverside, a political subdivision of the State of California ("County") and Ross Tradition LLC,
6 a Delaware limited liability company ("Ross"). Both County and Ross are sometimes
7 hereinafter referred to collectively as the "Parties."

8 **RECITALS**

9 WHEREAS, County owns that certain public airport located in Thermal, California, in
10 the County of Riverside, commonly known as the Jacqueline Cochran Regional Airport, as
11 more specifically depicted on the Site Map attached hereto as Exhibit C and incorporated herein
12 by this reference ("Airport");

13 WHEREAS, County and Ross are Parties to that certain Amended and Restated Ground
14 Lease Agreement Jacqueline Cochran Regional Airport dated July 1, 2013 ("Existing Lease"),
15 relating to the lease of approximately 16.97 acres of land located on the Airport, as more
16 specifically described in the Legal Description and depicted on the Survey and Site Map, each
17 incorporated herein by this reference and attached hereto as Exhibits A, B, and C respectively
18 ("Leased Premises), providing for, among other things, the development of aircraft storage
19 hangars and construction of facilities necessary for conducting the business of a full service
20 fixed base operator providing aircraft servicing, maintenance and fueling;

21 WHEREAS, Ross and TRM CA Holdings, LLC, a Delaware limited liability company
22 ("TRM") have entered into a Purchase Agreement dated March 29, 2016 ("Purchase
23 Agreement") wherein TRM will acquire, among other things, substantially all of Ross's assets
24 used in its fixed base operations at the Airport, including, without limitation, all of Ross's, rights,
25 interests and obligations under the Existing Lease, including any amendments and restatements
26 to the Existing Lease;

1 WHEREAS, County and TRM have entered into that certain Second Amended and
2 Restated Ground Lease Agreement Jacqueline Cochran Regional Airport, dated
3 _____, 2016 (“New Lease”), wherein County (i) consented to the assignment set
4 forth in the Purchase Agreement, (ii) amended, supplemented and restated the Existing Lease;
5 (iii) clarified and restated the uses permitted on the Leased Premises by TRM; and (iv) other
6 modifications as more specifically set forth therein;

7 WHEREAS, the effective date of the New Lease is subject to and conditioned upon the
8 occurrence of the closing under the Purchase Agreement;

9 WHEREAS, as a condition precedent to the County’s execution of the New Lease, the
10 Ross is required to enter into this Agreement acknowledging that (i) the effective date under the
11 New Lease is subject to the occurrence of the closing under the Purchase Agreement, and (ii) if
12 the Purchase Agreement is terminated for any reason and the closing thereunder does not occur,
13 the New Lease will be null and void and the Existing Lease will continue in full force and effect.

14 NOW, THEREFORE, in consideration of the mutual promises, covenants and
15 agreements hereinafter contained, County and Ross do hereby agree as follows:

16 **1. Recitals.** The recitals set forth above are true and correct and incorporated herein
17 by this reference.

18 **2. Second Amended and Restated Lease.** The Parties acknowledge and agree that
19 as of the effective date of the New Lease, the terms and conditions of the Existing Lease are
20 amended and restated in their entirety and entirely superseded by the New Lease (except to the
21 extent of liabilities that arose thereunder prior to the effective date of the New Lease).

22 Ross acknowledges and agrees that the effective date of the New Lease is subject to and
23 conditioned upon the occurrence of the closing under the Purchase Agreement. Ross further
24 acknowledges and agrees that if the Purchase Agreement is terminated for any reason and the
25 closing thereunder does not occur, then the New Lease will be null and void and the Existing
26 Lease will continue in full force and effect and Ross’s tenancy and leasehold interest under the
27 Existing Lease shall be deemed to have continued uninterrupted. Ross further acknowledges
28 and agrees that in the event the County does not receive written notice from TRM no later than

1 August 1, 2016 establishing the commencement of the effective date under the New Lease, the
2 New Lease shall automatically become null and void and the Existing Lease will continue in
3 full force and effect and shall be deemed to have continued uninterrupted.

4 **3. No Outstanding Liens or Obligations.** Ross represents and warrants to the
5 County that there are no outstanding liens or obligations against the Airport, including, but not
6 limited to the Leased Premises, or any portion thereof, and that Ross shall defend, indemnify
7 and hold harmless the County and its officers, Boards, Districts, Special Districts, agencies,
8 agents, employees and independent contractors free and harmless from any and all claims by
9 any third party against the County and/or the Airport, including, but not limited to the Leased
10 Premises, or any portion thereof, for any outstanding liens or obligations related to Ross's use of
11 the Leased Premises.

12 **4. Indemnification.** Ross hereby agrees to defend, indemnify and hold County and
13 its officers, Boards, Districts, Special Districts, agencies, agents, employees and independent
14 contractors free and harmless from any liability whatsoever, based or asserted upon any act or
15 omission of Ross, its officers, agents, employees, subcontractors and independent contractors,
16 for property damage, bodily injury or death or any other element of damages of any kind of
17 nature, relating to or in any way connected with or arising from Ross's use and responsibilities
18 in connection with the Leased Premises or the condition thereof, or in any way arising out of the
19 rights and obligations under the terms of the Existing Lease prior to, or as of, the effective date
20 of the New Lease, and Ross shall defend, at its expense, including attorney's fees for County, its
21 officers, Boards, Districts, Special Districts, agents, employees and independent contractors in
22 any legal actions based upon such alleged acts or omissions. Further, County shall not waive
23 any claims for indemnification, contribution or apportionment of claims brought against the
24 County by any third party resulting from Ross's possession and use of the Leased Premises,
25 damages resulting from any latent or hidden defects, violations of environmental law, and/or
26 hazardous material contamination, caused by Ross.

1 **5. Binding Agreement.** This Agreement is and shall be binding upon and shall inure
2 to the benefit of the predecessors, affiliates, subsidiaries, successors, assigns, parties, agents,
3 officers, employees, shareholders, associates, legal representatives, heirs, executives and/or
4 administrators of both County and Ross.

5 **6. Paragraph Headings.** Paragraph headings are for reference only and shall not
6 affect the interpretation of any paragraph hereto.

7 **7. Authority to Enter Agreement.** This Agreement is based on the mutual
8 agreement of the County and Ross. County and Ross represent and warrant to the other that the
9 persons executing this Agreement on behalf of each County and Ross are duly and fully
10 authorized to do so, and that each is acting pursuant to the power and authority granted by their
11 respective principals, and that no further approvals are required to be obtained from any persons
12 or entities.

13 **8. Construction of Agreement.** Both County and Ross negotiated this Agreement
14 at arm's length and with the advice of their respective attorneys, and no provisions contained
15 herein shall be construed against the County solely because it prepared this Agreement in its
16 executed form.

17 **9. Entire Agreement.** This Agreement constitutes the full and entire agreement of
18 the terms between the County and Ross and both County and Ross acknowledge that there is no
19 other agreement, oral and/or written, between the County and Ross hereto.

20 **10. Interpretative Law.** This Agreement is made and entered into in the State of
21 California and in all respects shall be interpreted, enforced and governed by and under the laws
22 of the State of California. If any provision of this Agreement is held by a court of competent
23 jurisdiction to be invalid, void, or unenforceable for whatever reason, the remaining provisions
24 not so declared shall nonetheless continue in full force and effect without being impaired in any
25 manner whatsoever.

26 **11. Additional Documents.** Both County and Ross agree to cooperate fully to take
27 any and all steps, perform any acts, and execute any documents consistent with the terms and
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conditions of this Agreement, which may be needed or required to effectuate the terms, intent, conditions, covenants, and provisions hereof.

12. Jurisdiction and Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of the County of Riverside, State of California and County and Ross hereby waive all provision of law providing for a change of venue in such proceedings to any other County.

13. Time is of Essence. Time is expressly declared to be of essence in this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(SIGNATURES ON FOLLOWING PAGE)

1 IN WITNESS WHEREOF, COUNTY and ROSS have executed this Agreement as of the
2 Effective Date.

3
4 COUNTY:

5
6 COUNTY OF RIVERSIDE, a political
7 subdivision of the state of California


8 By: 
9 JOHN J. BENOIT
10 Chairman, Board of Supervisors

11 Date: JUN 21 2016

12 ATTEST:
13 KECIA HARPER-IHEM
14 Clerk of the Board

15 By: 
16 Deputy

17 APPROVED AS TO FORM:
18 GREGORY P. PRIAMOS
19 County Counsel

20 By: 
21 Jhaila R. Brown
22 Deputy

ROSS:

ROSS TRADITION LLC, a
Delaware limited liability
company

23
24 By: 
25 Name: Jeff Bankowitz

26 Its: VP + General Counsel

27 Date: 6-17-16
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EXHIBIT A
LEGAL DESCRIPTION
(behind this page)

**EXHIBIT A
LEGAL DESCRIPTION
LEASE AREA ADJUSTMENT**

ADJUSTED LEASE AREA OF TRADITION AVIATION-TRM, LLC, 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:

EXISTING LEASE AREA OF TRADITION AVIATION-TRM, LLC, THAT PORTION OF LAND LOCATED IN SAID SECTION 21, 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 700.00 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 TO THE **TRUE POINT OF BEGINNING**;

THENCE S89°49'49"E, A DISTANCE OF 660.00 FEET;

THENCE S00°01'08"E, A DISTANCE OF 77.00 FEET;

THENCE S89°58'07"E, A DISTANCE OF 481.60 FEET;

THENCE S00°01'53"W, A DISTANCE OF 613.72 FEET;

THENCE N89°58'07"W, A DISTANCE OF 287.39 FEET TO THE POINT OF BEGINNING OF ADDITIONAL LEASE AREA;

THENCE CONTINUING N89°58'07"W, A DISTANCE OF 157.00 FEET;

THENCE CONTINUING N89°58'07"W, A DISTANCE OF 347.00 FEET;

THENCE N00°01'20" E, A DISTANCE 75.00, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF INVADER AVENUE;

THENCE S89°57'04"W, A DISTANCE OF 349.72 FEET, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF LIGHT STREET;

THENCE N00°01'08"W, A DISTANCE OF 617.81 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 16.66 ACRES, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT B WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER WITH

**EXHIBIT A
LEGAL DESCRIPTION
LEASE AREA ADJUSTMENT
PAGE 2 OF 2**

ADDITIONAL LEASE AREA OF TRADITION AVIATION-TRM, LLC FOR THE NEW FIXED-BASE OPERATOR (FBO), THAT PORTION OF LAND IN SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT OF BEGINNING OF ADDITIONAL LEASE AREA, THENCE S00°01'20"W, A DISTANCE OF 86.00 FEET;

THENCE N89°58'40"W, A DISTANCE OF 157.00 FEET;

THENCE N00°01'20"E, A DISTANCE OF 86.03 FEET;

THENCE S89°58'07"E, A DISTANCE OF 157.00 FEET TO THE POINT OF BEGINNING OF ADDITIONAL LEASE AREA.

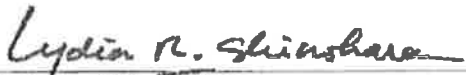
THE ABOVE DESCRIBED PORTION OF LAND CONTAINS 0.31 ACRE, MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT B WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

THE ADJUSTED LEASE AREA OF TRADITION-AVIATION-TRM, LLC CONTAINS 16.97 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 modification of a 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, RCE NO. 32182
MY LICENSE EXPIRES 12/31/2014



10/09/2013
DATE

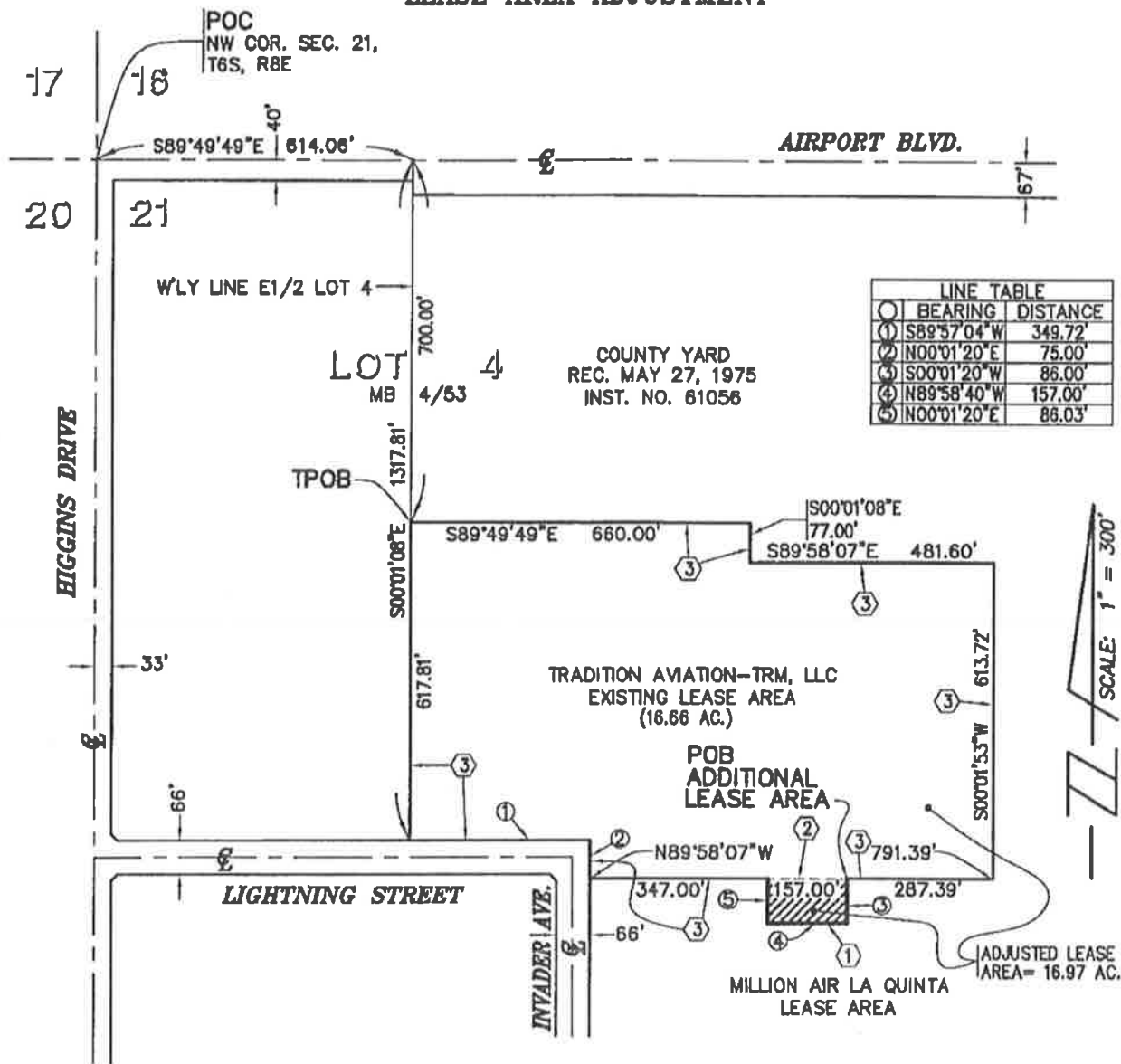
EXHIBIT B
SURVEY
(behind this page)

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EXHIBIT "B"

SHEET 1 OF 1

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



LEGEND:

- ① ——— NEW LEASE LINE PER THIS LEASE AREA ADJUSTMENT
- ② - - - - ORIGINAL LEASE LINE TO BE REMOVED
- ③ ——— ORIGINAL LEASE LINE TO REMAIN
- ADDITIONAL LEASE AREA (0.31 AC.)

PREPARED BY:



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

PREPARED UNDER THE SUPERVISION OF:

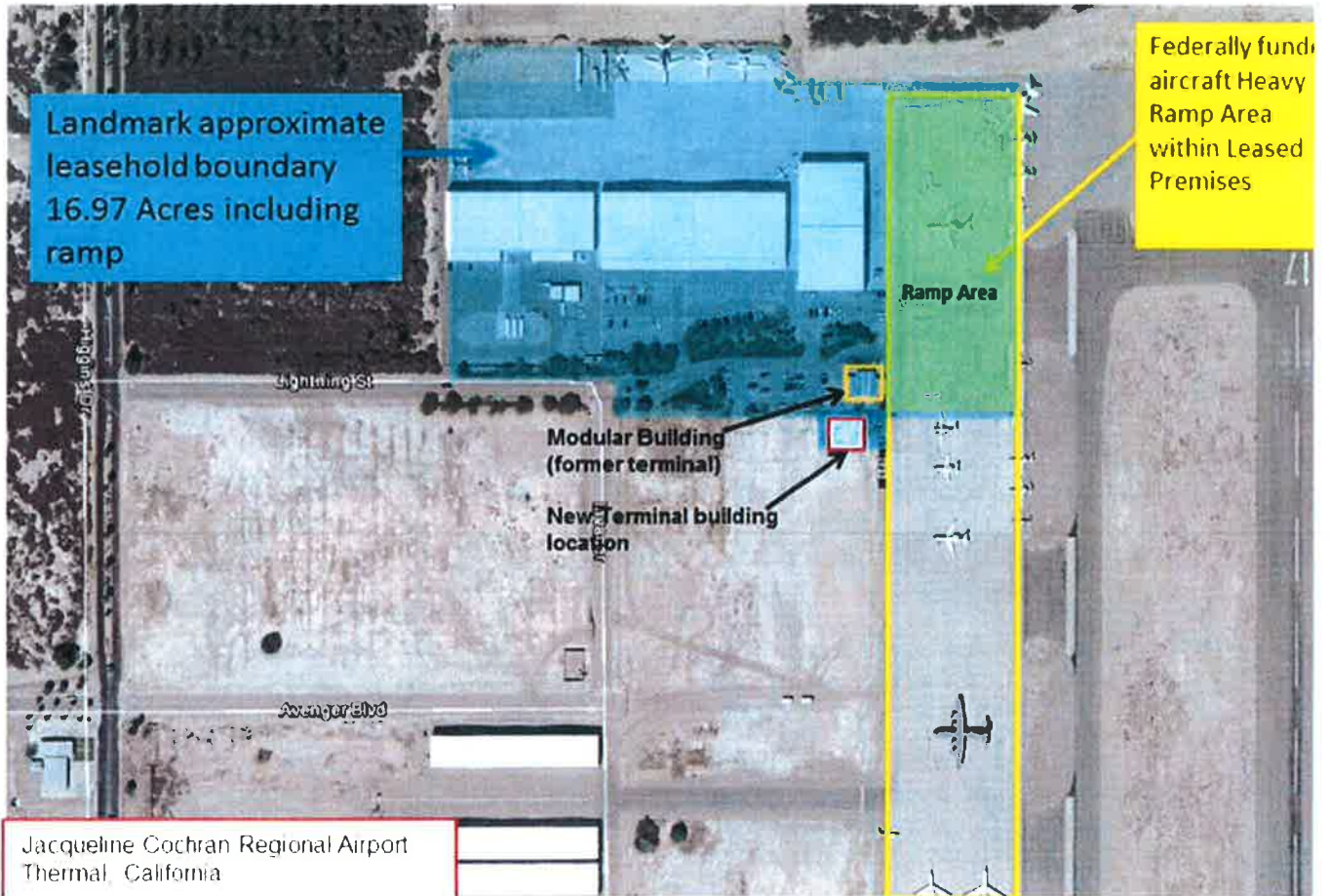
Lydia R. Shinohara
LYDIA R. SHINOHARA, RCE 32182
MY LICENSE EXPIRES 12/31/14

10/09/2013
DATE



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EXHIBIT C
SITE MAP
(behind this page)



This map is for illustration only and is not a boundary survey. All parties to independently verify all information.

**Second Amended and Restated Ground Lease Agreement
Jacqueline Cochran Regional Airport**

Exhibit I

Right of First Refusal Area

Following this Page

