

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



ITEM: 3.33
(ID # 16781)

MEETING DATE:
Tuesday, July 27, 2021

FROM: TLMA - AVIATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION:
Jacqueline Cochran Regional Airport Hangar Lease Agreement – Affordable Avionics Inc.,
Thermal, CEQA Exempt, District 4. [\$0] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. **Approve** the attached Jacqueline Cochran Regional Airport Hangar Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. **Direct** the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

ACTION: Policy

Charissa Leach, TLMA Director

7/13/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: July 27, 2021
xc: Aviation, Recorder

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 2021/22 – 2041/42	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (“County”) is the owner of record of that certain green aircraft storage hangar consisting of approximately 12,000 square feet of total size (“County-owned Hangar”) and located at the Jacqueline Cochran Regional Airport in the unincorporated area of Thermal, California. The County-owned Hangar was formerly under a five (5) year lease with Barrett Business Service Inc. (BBSI), which expired on February 28, 2021. BBSI elected not extend the term on the lease, and the County decided to market the Green Hangar to obtain a new tenant.

On November 24, 2020 the County, Transportation and Land Management Agency, Aviation Division (“Aviation”) issued a Request for Proposal for the Lease and Operation of the County-owned Hangar. Affordable Avionics Inc., a California corporation (“Affordable Avionics”), was selected as the most suitable candidate to operate and maintain the County-owned Hangar because of the services they provide at the airport and proposed improvements plan for the hangar.

Aviation negotiated the terms of the attached Jacqueline Cochran Regional Airport Hangar Lease Agreement (“Lease”) with Affordable Avionics.

A summary of the terms of the Lease are as follows:

Licensee: Affordable Avionics Inc., a California corporation

Premises Location: 56870 Warhawk Way
Thermal, CA 92274

Size: 12,000 square feet

Term: Twenty (20) year term

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

Rent: \$.29 per sq. ft.
 \$3,480.00 per month

Option to Extend: One (1) option to extend by ten (10) years

Option to Terminate: At County's sole discretion

Additionally, the Lease includes improvements that shall be completed by Affordable Avionics. The improvements will be divided into three phases, and will be defined as Phase I, Phase II, and Phase III. Phase I shall include the construction of a 1,238 square foot office space on the north side of the hangar to accommodate two small offices, one large work area for fabrication of wiring, one restroom and a secure parts storage and check out area. Phase I will also include upgrades to the exterior landscape and hardscape of the hangar. Phase II shall provide additions of 230V, 3 Phase electrical service and outlets to connect ground power units for aircrafts. Phase III will provide upgrades to the aircraft apron area attached to the south side of the County-owned Hangar and consisting of an approximate 9,700 square foot area.

The deadlines for the improvements are as follows:

Phase I – To be completed within 36 months of the *Effective Date of the Lease
Phase II – To be completed within 12 months of the *Effective Date of the Lease
Phase III – To be completed within 24 months of the *Effective Date of the Lease

**Effective Date shall be defined as the date that the Lease is signed by both parties.*

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption.

The Lease has been reviewed and approved by County Counsel.

Impact on Residents and Businesses

Providing Affordable Avionics with use of the County-owned Hangar will allow them to continue to conduct the existing business of a Federal Aviation Administration approved PART 145 Certified Repair Station for sales and installations of avionics equipment at the Jacqueline Cochran Regional Airport. Affordable Avionics is the only authorized dealer for all major avionics brands which include Garmin, Rockwell Collins, and Honeywell east of Chino, California.

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

Tenants, businesses, and transient visitors of the Jacqueline Cochran Regional Airport avionics needs benefit from this service being offered at the airport.

Attachments:

- Jacqueline Cochran Regional Airport Hangar Lease Agreement
- Notice of Exemption
- Aerial Map



Jason Farin, Principal Management Analyst

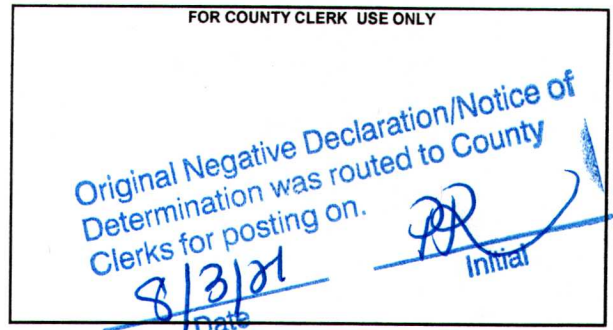
7/20/2021



Gregory K. Priamos, Director County Counsel

7/15/2021

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507



NOTICE OF EXEMPTION

July 13, 2021

Project Name: County of Riverside, Approval of Green Hangar Lease Agreement with Affordable Avionics Inc. at Jacqueline Cochran Regional, Thermal

Project Number: ED1910012

Project Location: 56870 Warhawk Way, south of Airport Boulevard, Assessor's Parcel Number (APN) 759-060-017, Thermal, Riverside County, California, 92274

Description of Project: The County of Riverside (County) is the owner of record of that certain green aircraft storage hangar consisting of approximately 12,000 square feet of total size (Hangar) located at the Jacqueline Cochran Regional Airport in the unincorporated area of Thermal, California. The Hangar was formerly under a five-year lease with Barrett Business Service Inc. (BBSI), which expired on February 28, 2021. BBSI elected not to extend the term on the lease, and the County decided to market the Green Hangar to obtain a new tenant.

On November 24, 2020 the County, Transportation and Land Management Agency, Aviation Division (Aviation) issued a Request for Proposal for the Lease and Operation of the County-owned Hangar. Affordable Avionics Inc., a California corporation (Affordable Avionics), was selected as the most suitable candidate to operate and maintain the County-owned Hangar because of the services they provide at the airport and proposed improvements plan for the hangar. Additionally, the Lease includes improvements that shall be completed by Affordable Avionics. The improvements will be divided into three phases, and will be defined as Phase I, Phase II, and Phase III. Phase I shall include the construction of a 1,238 square foot office space on the north side of the hangar to accommodate two small offices, one large work area for fabrication of wiring, one restroom and a secure parts storage and check out area. Phase I will also include upgrades to the exterior landscape and hardscape of the hangar. Phase II shall provide additions of 230V, 3 Phase electrical service and outlets to connect ground power units for aircraft. Phase III will provide upgrades to the aircraft apron area attached to the south side of the County-owned Hangar and consisting of replacement of the tarmac on an approximate 9,700 square foot area. The approval of the Lease for 20-year term is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management


Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

JUL 27 2021 3.33

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to a lease of an existing facility with minor tenant improvements to keep the facility in satisfactory operating condition. The project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment, and no significant environmental impacts are anticipated to occur.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is a lease agreement for 20 years with tenant improvements. The Lease is limited to a contractual agreement would be consistent with the existing land use, and would not result in a physical change to the property. Phase I of the improvements include a building addition to the existing Hagar consisting of 1,238 square feet of office space. This falls within the 2,500-foot criteria identified in Section 15301(e) for additions. Phase II of the project includes the provision of 230V electrical service and outlets to connect ground power units for aircraft. These upgrade to the existing electrical system fit the criteria for electric power and conveyances identified in Section 15301 (a) and (b). The Phase III improvements consist of the replacement of the existing 9,700 square-foot tarmac area connecting the Hangar to the runways to ensure the surface is maintained in a safe operating condition. These improvements fall within the criteria identified in Section 15301 (c) and (d) which allow for the repair and maintenance of existing transportation facilities and rehabilitation of structures and facilities to meet standards of health and safety. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The approval of the Lease Agreement and tenant improvements to the existing facility would result in the continued operation of the airport on the leased premises. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ Date: 7-13-2021
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Green Hangar Lease Agreement with Affordable Avionics Inc. at Cochran
Regional Airport**

Accounting String: 523230-40710-1910700000 - ED1910012

DATE: Juul 13, 2021

AGENCY: Riverside County

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: **Mike Sullivan, Senior Environmental Planner, Facilities Management**

Signature: 

PRESENTED BY: **Jose Ruiz, Senior Real Property Agent, TLMA-Aviation**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: July 13, 2021
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # ED1910012**
Green Hangar Lease Agreement with Affordable Avionics Inc. at Cochran
Regional Airport

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600
Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,
3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

1 **Jacqueline Cochran Regional Airport**
2 **Hangar Lease Agreement**
3

4 This Jacqueline Cochran Regional Airport Hangar Lease Agreement ("Lease"),
5 dated July 27, 2021, is entered into by and between the **County of Riverside**, a
6 political subdivision of the State of California, as lessor, ("Lessor"), and **Affordable**
7 **Avionics Inc.**, a California corporation, as lessee ("Lessee"), collectively referred to
8 herein as the "Parties," and individually as a "Party" under the following terms and
9 conditions:

10 **RECITALS**

11 **WHEREAS**, Lessor owns and operates the Jacqueline Cochran Regional Airport,
12 located in the County of Riverside, State of California identified as Assessor's Parcel No.
13 759-060-018 as depicted on site map attached hereto as Exhibit A-1 and incorporated
14 herein by this reference ("Airport");

15 **WHEREAS**, Lessor owns a 12,000 square foot hangar located on the Airport as
16 depicted on Exhibit A-2 ("Hangar");

17 **WHEREAS**, Lessor desires to lease the Hangar to Lessee, and Lessee desires
18 to lease the Hangar from Lessor, to provide maintenance services, such as a Federal
19 Aviation Administration (FAA) Part 145 aircraft repair station, on the terms and conditions
20 specified below.

21 **WHEREAS**, Lessor relies upon operators to provide aeronautical and aviation-
22 oriented services to the general public. The use, convenience and safety of the public
23 require that the services be provided by competent, trained and licensed personnel,
24 using proper tools and equipment and operating in sanitary, convenient space;

25 **WHEREAS**, the provisions herein are intended to assure a consistently high level
26 of service responsive to the public needs; and

1 **NOW THEREFORE**, in consideration of the payments to be made
2 hereunder and the covenants and agreements contained herein, Lessor hereby leases
3 to Lessee and Lessee hereby leases from Lessor the real property described below upon
4 the following terms and conditions.

5 **1. Property Description.** The property leased herein is located within the
6 Jacqueline Cochran Regional Airport, County of Riverside, State of California, and
7 consists of an approximate 12,000 square foot aircraft hangar building ("Green Hangar")
8 and adjacent parking area as shown on the Hangar Depiction attached hereto as Exhibit
9 "A-2" and incorporated herein by this reference ("Leased Premises"). Lessee
10 acknowledges and agrees that Lessee does not have fee title interest to the Airport or
11 any portion thereof. Lessee further acknowledges and agrees that Lessee's interest is
12 limited to a leasehold interest in that certain portion of the Airport defined herein as the
13 "Leased Premises."

14 **2. Survey and Description.** Within sixty (60) days of the Effective Date,
15 Lessee will supply Lessor with a survey and a legal description (collectively herein
16 referred to as "Survey and Description") of the Leased Premises, prepared by a
17 registered land surveyor at Lessee's expense, showing the exact number of acres
18 comprising the Leased Premises. Upon Lessor approval of the Survey and Description,
19 this Lease shall be administratively amended by the Director of Facilities Management
20 without the need to go to the Board of Supervisors for approval to include the Survey
21 and Description as Exhibits B-1 and B-2 to this Lease. A legal description and depiction
22 based on said survey will be incorporated in and become a part of this Lease as Exhibits
23 "B-1" and "B-2." The size of the Leased Premises and the base rent shall be adjusted to
24 reflect the actual dimensions set forth in the Survey and Description.

1 Failure to submit said Survey and Description within ninety (90) days of the
2 Effective Date will constitute a breach by Lessee and the Lease shall be subject to the
3 termination provisions set forth in Section 16 herein.

4 **3. Term.** This Lease shall commence the first day of the month following the
5 Effective Date (Commencement Date) and shall terminate twenty (20) years thereafter
6 ("Lease Term").

7 (a) Option to Extend: Lessee shall have the option to extend the Lease
8 for an additional period of ten (10) years ("Option")
9 subject to the following (1) Lessee is not in breach of any terms and/or provisions of this
10 Lease, (2) Lessor, through its Assistant County Executive Officer of TLMA (CEO) or
11 designee, approves in writing of such exercise of the Option, and (3) Lessee delivers to
12 Lessor written notice of its desire to exercise the Option no earlier than twelve (12)
13 months before and no less than sixty (60) days before the expiration of the Lease Term
14 and shall not be unreasonably withheld. The exercise of the Option and the subsequent
15 extension of the term shall be evidenced by a Lessor approved amendment to this Lease.

16 **4. Use.** The Leased Premises shall be used for the following purposes and
17 no other without the prior written consent of Lessor. Should Lessee desire to use the
18 Leased Premises in a manner not authorized under the Lease, Lessee shall provide to
19 Lessor a detailed description of the desired use, service and/or operation for Lessor's
20 prior review and approval, in Lessor's sole and absolute discretion. The Lessor's
21 approval of any change in the use of the Leased Premises may, at Lessor's sole election,
22 place additional specific requirements on Lessee including, but not limited to, the types,
23 limits, and conditions of insurance provided under this Lease.

24 (a) Permitted Uses:
25
26

1 (i) Maintenance, repair, and overhaul of all types of aircraft, aircraft
2 engines, airframes, automatic flight systems, instruments, radio and other electronic
3 equipment, propellers, and all other aircraft components.

4 (ii) Painting and upholstering of aircraft, subject to the provisions
5 and limitations in Sections 6(g) and 21 of this Lease.

6 (iii) Servicing of aircraft and any other service usually associated
7 with aircraft servicing operations.

8 (iv) Providing aircraft storage inside hangar buildings and tie downs.

9 (b) Additional Permitted Use

10 (1) Construction of facilities, including administrative office and
11 terminal building, storage hangar(s), maintenance hangar(s) and associated
12 improvements that provide servicing, maintenance and storage for aircraft.

13 (2) Construction of building (or buildings) for the storage of
14 aircraft, including all infrastructure, temporary facilities and off-site improvements.

15 The Leased Premises shall not be used for any purpose other than
16 the uses described in this Section 4 without first obtaining the written consent of Lessor

17 **5. Rent.** Lessee shall pay to Lessor as initial base rent for the use and
18 occupancy of the Leased Premises monthly rent equal to Three Thousand Four Hundred
19 Eighty Dollars and 00/100 (\$3,480.00) ("Base Rent"). Said Base Rent is due and payable
20 in advance on the first of each month. The Base Rent is based on the most recent market
21 value. The Base Rent shall be considered delinquent, if not paid by the 10th of the month.

22 (a) Late Fee. If the monthly rent becomes delinquent, Lessee will be
23 charged a late fee equivalent to ten percent (10%) of the delinquent rental amount,
24 exclusive of late fees, for each month that rent is delinquent.

25 (b) Base Rent Adjustment Mark to Market Value. Beginning July 1,
26 2025 and every fifth (5th) year thereafter, the Base Rent shall be adjusted to one-twelfth

1 (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises.
2 Said fair market value shall be for the land and shall not include the value of the
3 structures, or tenant improvements placed on the Leased Premises. In no event will
4 application of this paragraph result in a monthly rental amount lower than the highest
5 previous monthly rental amount.

6 A property appraisal for the purpose of establishing the adjusted Base Rent
7 is to be performed by an independent certified appraiser, knowledgeable in aviation
8 appraising and in good standing with the American Institute of Real Estate Appraisers.
9 The appraiser is to be procured and paid for by Lessor. Once established, said rent shall
10 be adjusted annually in the manner set forth in Section 5(c) below. Lessee
11 acknowledges and agrees that failure to pay such adjusted Base Rent amount shall
12 constitute a default hereunder. Should the Lessee disagree with the Lessor's appraisal
13 tenant shall have the right to retain their own appraisal.

14 (c) Rental Increases. Beginning July 1, 2022, and at each July 1st
15 thereafter, except for dates coinciding with the appraisals conducted every fifth year as
16 referenced in 5(b) above, the Base Rent shall be adjusted by the percentage change in
17 the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario
18 County Area for the twelve month period ending three months before the month of rent
19 adjustment under this paragraph. In no event will application of this paragraph result in
20 a monthly rental amount lower than the highest previous monthly rental amount.

21 **6. Additional Obligations of Lessee.** Lessee shall, during the term of
22 this Lease and any extensions thereof perform and/or adhere to the following obligations:

23 (a) Observe and obey, and compel its employees, agents, invitees,
24 sublessees, and those doing business with it to observe and obey, all such rules and
25 regulations of Lessor which are now in effect or which may hereafter be promulgated,
26

1 provided that such rules and regulations may not unduly interfere or conflict with the
2 rights and privileges granted to Lessee in this Lease or any later amendments;

3 (b) Employ and maintain on the Leased Premises sufficient personnel
4 who are trained, skilled, insured and, if applicable, certified in order to competently
5 perform the tasks related to the services being offered;

6 (c) Operate the Leased Premises and perform services for the use and
7 benefit of the general public without discrimination on the grounds of race, religion, color
8 or national origin or in any manner prohibited by Part 15 of the Federal Aviation
9 Administration Regulations;

10 (d) Provide services to the general public five (5) and days per week
11 and call outs during weekends and holidays during the term of this Lease on a minimum
12 hourly basis each day from 8:00 A.M., local time, to 5:00 P.M., local time, and Lessee
13 shall not make any changes relative to such minimum hourly schedule, unless approval
14 is first obtained from Lessor in writing;

15 (e) Operate the Leased Premises and the facilities thereon in a
16 progressive and efficient manner;

17 (f) Provide ground maintenance services for the interior, exterior,
18 common areas and grounds of the Leased Premises at Lessee's own expense;

19 (g) Not engage in the painting of aircraft (other than small 'spot painting'
20 jobs in connection with repairs) within any buildings, unless or until it has established
21 therein a regular paint shop which is adequately enclosed and vented, and has been
22 inspected and approved, in writing, by representatives of the Federal Aviation
23 Administration and County's Fire and Building and Safety Departments, meets all other
24 local, state and federal laws and regulations, and all applicable permits have been
25 obtained;

26

1 (h) Observe the Taxiway Object Free Area, the Airport Layout Plan, and
2 Aircraft Parking lines to allow the passage of taxiing aircraft. From the centerline of the
3 taxiway the boundary for the Taxiway Object Free Area boundary is one hundred ten
4 (110) feet;

5 (i) Maintain the Leased Premises, approaches thereto, and
6 improvements now or hereafter located thereon, in good, safe and sanitary order,
7 condition, and repair. Throughout the Term of this Lease, Lessee shall, at Lessee's sole
8 cost and expense, maintain or cause to be maintained the Leased Premises and the
9 improvements now or hereafter located on the Leased Premises in good and clean
10 condition and repair, free of debris, and in compliance with (i) all Governmental
11 Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any
12 insurance company insuring all or any part of the Leased Premises or the improvements
13 thereon or both, and Lessee shall make or cause to be made whatever repairs and
14 replacements are required by such enactments or provisions or future enactments or
15 provisions. The term "Governmental Restrictions" used herein shall mean and include
16 any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings,
17 regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of
18 any governmental entity, agency or political subdivision, now in force or hereafter
19 adopted, which are applicable to the Leased Premises or the use thereof as of the date
20 such term is being applied. If Lessee fails to perform Lessee's obligations under this
21 Section 6 (i), Lessor shall have the right to enter upon the Leased Premises after 10 days
22 prior written notice to Lessee (except in the event of an emergency, in which case no
23 notice shall be required), perform such maintenance and repair obligations on Lessee's
24 behalf, and Lessee shall be fully responsible for and shall promptly pay to Lessor an
25 amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure
26

1 to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall
2 have no obligation to maintain the Leased Premises pursuant to Section 28 below;

3 (j) On every January 1 and July 1 during the Term of this Lease,
4 Lessee shall provide an Aircraft and Sublease Status Report, substantially conforming
5 in form and substance to the Sublease Status Report attached hereto as Exhibit "C" and
6 incorporated herein by this reference and, for all subleases and aircraft being stored on
7 the Leased Premises. The report shall be supplied in a form and electronic format
8 acceptable to Lessor and contain at least the following information: name of the
9 sublessee (Lessee's "tenants"), the beginning and ending date of the term of the
10 sublease, the size of the subleased land, the size of the subleased space, the aircraft
11 storage hangar number/address, the Aircraft Registration Number, the name of the
12 owner of the aircraft, the type of aircraft and indicate whether or not an aircraft is "based"
13 at the airport (aircraft that spend at least three months of the year at this airport are to
14 be identified in the report as "based aircraft"); and certification of compliance with the
15 insurance requirements set forth in Sections 22 and 23 herein. The requirements set
16 forth in this Section 6 (j) in no way limit Lessee's obligations to obtain County approval
prior to any sublease or assignment pursuant to Section 25 of this Lease.

17 **7. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all
18 necessary permits and licenses as it may be required to obtain regarding the
19 construction, operation, maintenance, and termination or abandonment of activities upon
20 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by
21 any authorized public entity. This Lease may create a possessory interest subject to
22 property taxation and Lessee may be subject to the payment of property taxes levied on
23 such interest. Due to the length of the initial Lease Term, combined with the Option to
24 extend, Lessee may be subject to a documentary transfer tax. Lessee acknowledges,
25 understands and agrees that Lessee is solely responsible for the timely payment and
26 satisfaction of all taxes incurred as a result of this Lease.

1 **8. Development of Improvements** Lessee, at its sole cost and expense,
2 shall construct, or cause to be constructed, within the time periods set forth herein or as
3 provided by Lessor, the following improvements, which include, but are not limited to
4 improvements to the existing aircraft apron and electrical infrastructure, and the
5 development and construction of a 1,238 square foot exterior office space on the] side
6 of the existing hangar Phasing Schedule attached hereto as Exhibit D and incorporated
7 herein by this reference(collectively the "Improvements").Lessee acknowledges and
8 agrees that any and all improvements, alterations, and installation of fixtures located on
9 the Leased Premises shall be subject to County Ordinance Nos. 348 and 457, as well
10 as other applicable County ordinances, and that Lessee shall fully comply with such
11 ordinances prior to the commencement of any construction in connection therewith.

12 (a) Phases. Without limiting Lessee's obligation to develop the Improvements as
13 required herein, Lessee shall develop the Improvements on the Leased Premises in
14 three (3) phases identified herein as "Project I", Project II" and "Project III", subject to the
15 approval of Lessor which shall not be unreasonably withheld, provided that all
16 construction for Project I shall be completed within thirty six (36) months of the approval
17 from the county , Project II shall be completed within twelve (12) months of the Effective
18 Date of this Lease, and Project III shall be completed within twenty four (24) months of
19 the approval of the permits from the county . The general scope of Project I shall include
20 the construction of a 1,238 square foot office space on the north side of the hangar and
21 shall include two small offices, one large work area for fabrication of wiring harnesses,
22 one restroom and a secure parts storage and check out area. Project I shall also include
23 upgrades to the landscape, and hardscape. Project II shall provide additions of 230V, 2
24 Phase electrical service and outlets to connect ground power units for aircraft. Project III
25 shall include upgrades to the Aircraft Apron area attached to the south side of the Green
26 Hangar and consisting of an approximate 9,700 square foot area. Lessee will remove

1 and replace in phases with an engineered subbase and a 6-inch reinforced concrete
2 tarmac.

3 (b) Site Plan. Within thirty (60) days after the survey is done, and within
4 one year of the Effective Date of the Lease , Lessee shall submit to Lessor a
5 development site plan ("Site Plan") showing the location and dimensions of all planned
6 improvements. The design shall be satisfactory to and approved by the County of
7 Riverside TLMA, Aviation Division, prior to Lessee's application to County for building
8 permits. With Lessor's written approval, which shall not be unreasonably withheld, the
9 Site Plan may be revised by Lessee from time to time during the Initial Term of the Lease.
10 The Site Plan shall be incorporated into this Lease and attached hereto as Exhibit "H".

11 (c) Full Construction Plans. Within three (3) months of approval of the Site
12 Plan by County of Riverside Facilities Management, Lessee shall submit a full set of
13 construction plans to the County to obtain building permits. Construction of Phase III
14 shall commence within sixty (60) days following issuance of the requisite permits by the
15 County. Plans for all improvements are to be submitted to Lessor for approval prior to
16 start of any construction.

17 (d) Performance Bonds. Lessee's Contractors shall obtain performance,
18 material, and labor payment bonds in the amounts required by law and determined by
19 Lessor, and shall furnish Lessor with copies thereof prior to the commencement of any
20 construction both on and off-site

21 (e) Development Costs. All improvements are to be completed at Lessee's
22 sole cost, including, but not limited to, all on site buildings and infrastructure, taxiway(s),
23 as well as required off-site improvements associated with the development as depicted
24 on the Site Plan and subsequent amendments, if any. Lessee shall pay for construction
25 of any required utility extensions and hookups (including all related fees and charges)
26 and any access road improvements. Lessee shall pay all fees, permits and taxes related

1 to the development. Lessee shall independently verify availability of all services required
2 for their use and development.

3 (f) Utility Services. It is understood by the parties hereto that utility services
4 are available in the general vicinity of the Leased Premises, but in order for the on-site
5 improvements required herein to be fully usable and operational, Lessee, at its sole
6 expense, shall extend and/or connect, or cause to be extended and/or connected, such
7 utility service facilities that may be required or desired by Lessee in the use, operation,
8 and maintenance of such on-site improvements. Lessee shall pay all related fees and
9 charges related to such utility extensions and hookups. In addition to connection fees,
10 Lessee shall be responsible for payment of the use of such utilities. Lessee shall be
11 responsible for all connection costs and fees associated with any improvements beyond
12 those listed in this paragraph, including, but not limited to, water, sewer, electricity,
13 telephone, gas service and internet. Scope and installation of all utilities shall be
14 submitted to Lessor on construction plans and shall be approved by Lessor prior to
15 connection.

16 During the Term of this Lease, including any extensions thereto, Lessee
17 shall pay, or cause to be paid, and shall indemnify, defend and hold Lessor and the
18 property of Lessor harmless from all charges for water, sewage, gas, heat, air
19 conditioning, light, power, steam, telephone service and all other services and utilities
20 used, rendered or supplied to, on or in the Leased Premises during the Term, including
21 any extensions.

22 Lessor shall not be required to furnish to Lessee or any other
23 occupant of the Leased Premises during the Term of this Lease, including any
24 extensions thereto, any water, sewage, gas, heat, air conditioning, light, power, steam,
25 telephone, or any other utilities, equipment, labor, materials or services of any kind
26 whatsoever.

1 (g) Airport Sewer. Lessee shall pay a sewer connection fee and a monthly
2 sewer service fee to Lessor. The amount of the fees shall be according to the fee
3 schedule in effect at the time of Lease execution. The monthly sewer service fee will be
4 adjusted from time to time and be based upon Lessor's sewer service payments to the
5 Coachella Valley Water District and Lessor's cost of repairing, maintaining, and
6 administering the airport's sewer system.

7 (h) Improvement Alterations. Any improvements, alterations, and
8 installation of fixtures to be undertaken by Lessee shall have the prior written approval
9 of the Lessor after Lessee has submitted to Lessor proposed plot and building plans,
10 and specifications therefor, in writing. In addition, Lessee understands and agrees that
11 such improvements, alterations, and installation of fixtures may be subject to County
12 Ordinance Nos. 348 and 457, as well as other applicable County ordinances, and that
13 Lessee shall fully comply with such ordinances prior to the commencement of any
14 construction in connection therewith.

15 (i) Force Majeure. "Force Majeure" means fires, explosions, strikes being
16 conducted on an industry-wide basis and that are not limited to Lessee's development,
17 unusually adverse weather conditions, acts of God, war, hostilities, invasion, riot, civil
18 insurrection, civil war, terrorist acts, ionizing radiation, contamination by radioactivity on
19 the Leased Premises from any nuclear fuel, radioactive toxic explosive or nuclear
20 explosive, epidemics, quarantine, plague, and any other event beyond the reasonable
21 control of Lessee (other than bad weather generally, insufficiency of funds, or changes in
22 the economic or business climate).

23 "Force Majeure Delay" means a delay due to Force Majeure that, in each
24 case, (a) materially adversely affects the performance by Lessee of its obligations
25 hereunder, (b) is not reasonably foreseeable and is beyond Lessee's reasonable control,
26 (c) despite the exercise of reasonable diligence, cannot be prevented, avoided or

1 removed by Lessee and is not attributable to the negligence, willful misconduct or bad
2 faith of Lessee, and (d) is not the result of the failure of Lessee to perform any of its
3 obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay
4 shall not be deemed to have occurred unless Lessee has notified Lessor in writing of such
5 occurrence of Force Majeure within fifteen (15) days after such occurrence and has
6 provided Lessor with the details of such event and the length of the anticipated delay
7 within an additional fifteen (15) days thereafter. During the occurrence and continuance
8 of a Force Majeure Delay, Lessee shall be excused from performance of its obligations
9 under this Agreement to the extent the Force Majeure prevents Lessee from performing
10 such obligations.

11 **9. Real Property Reversion.** During the term of this Lease, and any extension
12 thereof, all improvements, alterations, and fixtures constructed as part of Project I by the
13 Lessee on the Leased Premises shall be owned by Lessee until the Lease is terminated,
14 legally relinquished, abandoned or upon the expiration of Lease including any hold-over
15 period. Upon termination, relinquishment, abandonment or upon the expiration of the
16 Lease (including any hold-over period), legal title to all improvements constructed as part
17 of Project I by the Lessee shall cease to exist, and all interest associated therewith shall
18 revert to the Lessor free and clear of any and all rights to possession and all claims to or
19 against them by Lessee or any third person or entity. At the expiration or earlier
20 termination of this Lease, Lessee shall also surrender to Lessor possession of the
21 Leased Premises and all improvements constructed thereon free and clear of all liens,
22 encumbrances and mortgages. Lessee shall have the full and exclusive use and
23 enjoyment of such improvements, alterations, and fixtures during the Term of this Lease.
24 At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade
25 fixtures (not including buildings and improvements affixed to the land), and restore the
26 Leased Premises to their original shape and condition in good, safe and sanitary

1 condition, subject to ordinary wear and tear. In the event Lessee does not remove such
2 trade fixtures, they shall become the property of the Lessor for no further consideration
3 of any kind, and Lessee acknowledges and agrees that Lessor shall have the right to
4 charge Lessee for removal of any trade fixtures that so remain by Lessee upon the
5 expiration or early termination of the Lease. At Lessor's request Lessee shall execute
6 and deliver to Lessor assignments of leases and a quitclaim deed, both in commercially
7 reasonable form and as prepared by Lessor. By the quitclaim deed Lessee shall
8 quitclaim any right, title or interest which Lessee may have or claim to have as part of
9 Project I Improvements.

10 **10. Compliance with Law.** Lessee shall, at its sole cost and expense, comply
11 with all of the requirements of all governmental agencies now in force, or which may
12 hereafter be in force, pertaining to the Leased Premises, and any improvements
13 hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws
14 and ordinances including but not limited to the California Environmental Quality Act
15 (CEQA and the National Environmental Protection Act (NEPA), now or hereafter in force
16 in the use of the Leased Premises. Lessee shall also comply with all applicable federal,
17 state and local laws and regulations and County ordinances. In the event there is a
18 conflict between the various laws or regulations that may apply, Lessee shall comply
19 with the more restrictive law or regulation.

20 **11. Lessor's Reserved Rights.**

21 (a) The Leased Premises is accepted by Lessee subject to any and all
22 existing easements or other encumbrances, and Lessor shall have the right to enter upon
23 the Leased Premises and to install, lay, construct, maintain, repair and operate such
24 sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water,
25 oil and gas pipelines, and telephone and telegraph power lines and such other facilities
26 and appurtenances necessary or convenient to use in connection therewith, over, in,

1 upon, through, across and along the Leased Premises or any part thereof. Lessor also
2 reserves the right to grant franchises, easements, rights of way and permits in, over and
3 upon, along or across any and all portions of said Leased Premises as Lessor may elect;
4 provided, however, that no right of the Lessor provided for in this paragraph shall be
5 executed so as to interfere unreasonably with Lessee's use hereunder, or impair the
6 security of any secured creditor of Lessee. Lessor shall cause the surface of the Leased
7 Premises to be restored to its original condition (as they existed prior to any such entry)
8 upon the completion of any construction by Lessor or its agents. In the event such
9 construction renders any portion of the Leased Premises unusable, the rent shall abate
10 pro rata as to such unusable portion during the period of such construction. Any right of
11 Lessor set forth in this paragraph shall not be exercised unless a prior written notice of
12 ten(10) days is given to Lessee; provided, however, in the event such right must be
13 exercised by reason of emergency, then Lessor shall give Lessee such notice in writing
14 as is reasonable under the existing circumstances.

15 (b) Lessor reserves the right to further develop or improve the aircraft
16 operating area, including the heavy ramp of Jacqueline Cochran Regional Airport as it
17 deems appropriate. Lessor reserves the right to take any action it considers necessary
18 to protect the aerial approaches of the Jacqueline Cochran Regional Airport against
19 obstruction, together with the right to prevent the Lessee from erecting or permitting to
20 be erected, any building or other structure on the Jacqueline Cochran Regional Airport,
21 which in the reasonable opinion of Lessor, would limit usefulness of the Jacqueline
22 Cochran Regional Airport or constitute a hazard to aircraft.

23 (c) During the time of war or national emergency, Lessor shall have the
24 right to lease the landing area of the Jacqueline Cochran Regional Airport, or any part
25 thereof, to the United States Government for military use and, if such lease is executed,
26 the provisions of this Lease insofar as they are inconsistent with the provisions of such

1 lease to the Government, shall be suspended. In that event, a just and proportionate
2 part of the rent hereunder shall be abated, and the period of such closure shall be added
3 to the term of this Lease, or any extensions thereof, so as to extend and postpone the
4 expiration thereof unless Lessee otherwise elects to terminate this Lease.

5 (d) Notwithstanding any provisions herein, this Lease shall be
6 subordinate to the provisions of any existing or future agreement between Lessor and
7 the United States, relative to the operation or maintenance of the Jacqueline Cochran
8 Regional Airport, the terms and execution of which have been or may be required as a
9 condition precedent to the expenditure or reimbursement to County of Federal funds for
10 the development of said airport.

11 (e) This Lease is subject to the provisions set forth in Exhibit "E"
12 (Federally Required Lease Provisions), attached hereto and incorporated herein by this
13 reference.

14 **12. Inspection of Premises.** Lessor, through its duly authorized agents, shall
15 have, upon twenty-four hours' notice, during normal business hours, the right to enter
16 the Leased Premises for the purpose of inspecting, monitoring and evaluating the
17 obligations of Lessee hereunder and for the purpose of doing any and all things which it
18 is obligated and has a right to do under this Lease, provided that the inspection does not
19 unreasonably interfere with Lessee's business.

20 **13. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of
21 the Leased Premises so long as Lessee shall fully and faithfully perform the terms and
22 conditions that the Lessee is required to do under this Lease.

23 **14. Compliance with Government Regulations.** Lessee shall, at Lessee's
24 sole cost and expense, comply with the requirements of all local, state, and federal
25 statutes, regulations, rules, ordinances, and orders now in force or which may be
26 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all

1 rules and regulations of the Federal Aviation Administration. The final judgment, decree,
2 or order of any Court of competent jurisdiction, or the admission of Lessee in any action
3 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee
4 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the
5 Leased Premises, shall be conclusive of that fact as between Lessor and Lessee.

6 **15. Discrimination or Segregation**

7 (a) Lessee shall not discriminate in Lessee's recruiting, hiring,
8 promotion, demotion or termination practice on the basis of race, religious creed, color,
9 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status
10 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with
11 the provisions of the California Fair Employment and Housing Act (Government Code
12 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all
13 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as
14 amended, and all Administrative Rules and Regulations issued pursuant to said acts and
15 orders with respect to its use of the Leased Premises.

16 (b) Lessee shall not discriminate against or cause the segregation of
17 any person or group of persons on account of race, religious creed, color, national origin,
18 ancestry, sex, age, physical handicap, medical condition, or marital status in the
19 occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any
20 person claiming under or through Lessee, establish or permit any such practice or
21 practices of discrimination or segregation with reference to the selection, location,
22 number, use, or occupancy of any persons within the Leased Premises.

23 (c) Lessee assures that it will undertake an affirmative action program
24 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race
25 creed, color, national origin, or sex be excluded from participating in any employment
26 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.

1 Lessee further assures that no person shall be excluded on these grounds from
2 participating in or receiving services or benefits of any program or activity covered herein
3 with respect to its use of the Leased Premises. Lessee further assures that it will require
4 that its subcontractors and independent contractors provide assurance to Lessee that
5 they similarly will undertake affirmative action programs and that they will require
6 assurances from their subcontractors and independent contractors, as required by 49
7 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

8 **16. Termination by Lessor.** Lessor shall have the right to terminate this Lease
9 in its entirety, in the event any of the following occur:

10 (a) In the event a petition is filed for voluntary or involuntary bankruptcy
11 for the adjudication of Lessee as debtors;

12 (b) In the event that Lessee sells, transfers, conveys or assigns its
13 interest in the Leased Premises (or any portion thereof) or in this Lease, or there is a
14 change in control of Lessee without Lessor approval pursuant to Section 25 below, or
15 Lessee's interest hereunder is assigned involuntarily or by operation of law for the benefit
16 of creditors;

17 (c) In the event of abandonment of the Leased Premises by Lessee;

18 (d) In the event that the Lessee fails to submit the Survey and
19 Description of the Leased Premises within ninety (90) days of the Effective Date of this
20 Lease as more particularly set forth in Section 2 herein;

21 (e) In the event Lessee fails, or refuses, to meet its rental obligations,
22 or any of its obligations hereunder, or as otherwise provided by law;

23 (f) With respect to the undeveloped phases, as provided for in Section
24 8(a), if Lessee fails to complete construction of any or all phases of the development
25 within the required time;

26

1 (g) Failure of Lessee to maintain insurance coverage required herein
2 and to provide evidence of coverage to the Lessor;

3 (h) Failure of the Lessee to require all tiers of sublessees and/or
4 contractors to indemnify the Lessor and to have appropriate insurance coverages and/or
5 failure by Lessee to monitor each sublessee and/or contractor for current and correct
6 Certificates of Insurance and required endorsements throughout the term of this lease;

7 (i) Lessee (or any successor in interest) assigns or attempts to assign
8 the Leased Premises or any of Lessee's rights in and to the Leased Premises or any
9 portion thereof or interest therein, or the Lease or any portion hereof, except as permitted
10 by this Lease;

11 (j) There is substantial change in the ownership of Lessee, or with respect
12 to the identity of the parties in control of Lessee, or the degree thereof contrary to the
13 provisions of Section 25 hereof;

14 (k) Lessee fails to submit any of the plans, drawings and related
15 documents required by this Lease by the respective dates provided in this Lease;

16 (l) There is any other material default by Lessee under the terms of this
17 lease which is not cured within the time provided herein;

18 (m) Lessee fails to commence construction of the improvements as
19 required by this Lease and such breach is not cured within the time provided in Section 8
20 of this Lease, provided that Lessee shall not have obtained an extension or postponement
21 in writing from Lessor to which Lessee may be entitled pursuant to Section 8 hereof; or

22 (n) Lessee abandons or substantially suspends construction of the
23 improvements and such breach is not cured within the time provided in Section 8 of this
24 Lease, provided Lessee has not obtained an extension or postponement to which Lessee
25 may be entitled to pursuant to Section 8 hereof.

26

1 **17. Termination by Lessee.** Lessee shall have the right to terminate this
2 Lease in the event any of the following occur:

3 (a) Lessor fails to perform, keep or observe any of its duties or obligations
4 hereunder; provided, however, that Lessor shall have thirty (30) days in which to correct
5 its breach or default after written notice thereof has been served on it by Lessee; further
6 provided, however, that in the event such breach or default is not corrected, Lessee may
7 elect to terminate this Lease in its entirety or as to any portion of the Leased Premises
8 affected thereby, and such election shall be given by an additional thirty (30) day written
9 notice to Lessor;

10 (b) Lessee is unable to obtain financing within 120 days of the Effective
11 Date to finance development of the improvements required in this Lease; or

12 (c) In the event Lessor leases the Leased Premises to the United States
13 Government for military use during a time of war or national emergency pursuant to
14 Section 11c herein for a period longer than nine (9) months.

15 **18. Holdover.** If Lessee fails to immediately surrender the Leased Premises
16 or any portion thereof at the expiration or termination of the Lease Term, then Lessee
17 shall pay Base Rent (on a per-month basis, without reduction for any partial month) at a
18 rate equal to 125% of the Base Rent applicable during the last calendar month of the
19 Lease Term. Unless otherwise agreed to in writing by the Parties, any such holdover
20 shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from
21 month-to-month. Lessor's acceptance of such rent shall not adversely affect Lessor's
22 other rights and remedies under the Lease, including Lessor's right to evict Lessee and
23 to recover all damages. In no event shall any holdover be deemed a permitted extension
24 or renewal of the Lease Term, and nothing contained in this Lease shall be construed to
25 constitute Lessor's consent to any holdover or give Lessee any right with respect to such
26 holdover.

1 **19. Default.**

2 (a) Failure or delay by either party to perform any term or provision of this
3 Lease constitutes a default under this Lease. The party who fails or delays must
4 commence to cure, correct or remedy such failure or delay and shall complete such cure,
5 correction or remedy with reasonable diligence.

6 (b) The injured party shall give written notice of default to the party in
7 default ("Notice of Default") pursuant to Section 39 below, specifying the default
8 complained of by the injured party. Failure or delay in giving such notice shall not
9 constitute a waiver of any default, nor shall it change the time of default. Except as
10 otherwise expressly provided in this Lease, any failures or delays by either party in
11 asserting any of its rights and remedies as to any default shall not operate as a waiver
12 of any default or of any such rights or remedies. Delays by either party in asserting any
13 of its rights and remedies shall not deprive either party of its right to institute and maintain
14 any actions or proceeding which it may deem necessary to protect, assert or enforce any
15 such rights or remedies.

16 (c) Except as otherwise provided herein, if a monetary event of default
17 occurs, prior to exercising any remedies hereunder, the injured party shall give the party
18 in default written notice of such default. The party in default shall have a period of seven
19 (7) calendar days after such notice is received or deemed received within which to cure
20 the default prior to exercise of remedies by the injured party.

21 (d) If non-monetary event of default occurs, prior to exercising any
22 remedies hereunder, the injured party shall give the party in default notice of such
23 default. If the default is reasonably capable of being cured within thirty (30) calendar
24 days after such notice is received or deemed received, the party in default shall have
25 such period to effect a cure prior to exercise of remedies by the injured party. If the
26 default is such that it is not reasonably capable of being cured within thirty (30) days after

1 such notice is received, and the party in default (1) initiates corrective action within said
2 period, and (2) diligently, continually, and in good faith works to effect a cure as soon as
3 possible, then the party in default shall have such additional time as is reasonably
4 necessary to cure the default prior to exercise of any remedies by the injured party, but
5 in no event no more than forty-five (45) days from receipt of such notice of default from
6 the injured party.

7 **20. Eminent Domain.** If any portion of the Leased Premises shall be taken by
8 eminent domain and a portion thereof remains which is usable by Lessee, in its
9 discretion, for the purposes set forth in Section 5 herein, this Lease shall, as to the part
10 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment
11 possession is obtained through a court of competent jurisdiction, whichever is earlier,
12 and the rent payable hereunder shall abate pro rata as to the part taken; provided,
13 however, in such event Lessor reserves the right to terminate this Lease as of the date
14 when title to the part taken vests in the condemnor or as of such date of prejudgment
15 possession. If all of the Leased Premises are taken by eminent domain, or such part be
16 taken so that the Leased Premises are rendered unusable for the purposes set forth in
17 Section 4 herein, this Lease shall terminate. If a part or all of the Leased Premises be
18 so taken, all compensation awarded upon such taking shall be apportioned between
19 Lessor and Lessee according to law.

20 **21. Hold Harmless/Indemnification.** Lessee shall indemnify and hold
21 harmless the County of Riverside, its Agencies, Districts, Special Districts and
22 Departments, their respective directors, officers, Board of Supervisors, elected and
23 appointed officials, employees, agents and representatives (the "Indemnified Parties")
24 from any liability whatsoever, including but not limited to, property damage, bodily injury,
25 or death, based or asserted upon any services of Lessee, its officers, employees,
26 subcontractors, agents or representatives arising out of or in any way relating to this

1 Lease and Lessee shall defend at its sole expense and pay all costs and fees, including
2 but not limited to, attorney fees, cost of investigation, defense and settlements or awards,
3 on behalf of the Indemnified Parties in any claim or action based upon such liability.

4 With respect to any action or claim subject to indemnification herein by Lessee,
5 Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall
6 have the right to adjust, settle, or compromise any such action or claim without the prior
7 consent of Lessor; provided, however, that any such adjustment, settlement or
8 compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to
9 the Indemnified Parties as set forth herein.

10 Lessee's obligation hereunder shall be satisfied when Lessee has provided Lessor
11 the appropriate form of dismissal relieving Lessor from any liability for the action or claim
12 involved.

13 The specified insurance limits required in this Lease shall in no way limit or
14 circumscribe Lessee's obligations to indemnify and hold harmless the Indemnified Parties
15 herein from third party claims.

16 In the event there is conflict between this clause and California Civil Code Section
17 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
18 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent
19 allowed by law.

20 Lessee shall require each sub-lessee and/or contractor of every tier to indemnify
21 the County of Riverside relating to any claim(s) arising from their sub-lease and/or
22 contract. The holdover and indemnification obligation set forth herein shall survive the
23 expiration and termination of this Lease.

24
25 **22. Insurance.** Lessee shall procure and maintain or cause to be
26 maintained, at its sole cost and expense, the following insurance coverages during the

1 term of this Lease. These requirements, with the approval of the Lessor's Risk Manager,
2 may be modified to reflect the activities associated with the Lessee provided that any
3 changes are reasonable in nature and consistent with industry standards. The
4 procurement and maintenance of the insurance required below will not diminish or limit
5 Lessee's obligation to indemnify or hold the Lessor harmless. Lessee agrees to have in
6 place insurance coverage as it is required and applicable. This Section shall not be
7 construed to require Lessee to have all insurance required under this provision, in place
8 from the Commencement Date.

9 (a) Workers Compensation. Lessee shall maintain statutory Workers'
10 Compensation Insurance (Coverage A) as described by the laws of the State of
11 California. Policy shall include Employers' Liability (Coverage B) including Occupational
12 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
13 endorsed to provide a Waiver of Subrogation in favor of the County of Riverside its
14 Agencies, Districts, Special Districts, and Departments, their respective directors,
15 officers, Board of Supervisors, employees, elected or appointed officials, agents or
16 representatives.

17 (b) Airport General Liability. Lessee shall maintain Airport General
18 Liability Insurance coverage including, but not limited to, premises/operations liability,
19 contractual liability, products and completed operations liability, independent
20 contractors, personal and advertising injury liability covering all claims or lawsuits of any
21 nature whatsoever which may arise from or out of Lessee's performance under the terms
22 of the Lease. Policy shall name all the County of Riverside its Agencies, Districts,
23 Special Districts, and Departments, their respective directors, officers, Board of
24 Supervisors, employees, elected or appointed officials, agents or representatives as
25 Additional Insureds. Policy's limit of liability shall not be less than \$5,000,000 per
26 occurrence combined single limit and in the annual aggregate as applicable. The policy

1 shall be endorsed to provide Hangar Keeper's Legal Liability Insurance (Ground and In-
2 Flight) providing coverage for aircraft in the care, custody or control of the Lessee. Policy
3 shall include coverage for the Named Insured's use of unlicensed vehicles on Airport
4 Premises.

5 (c) Vehicle Liability. Lessee shall maintain liability insurance for all
6 owned, non-owned, or hired vehicles used in the performance of this Lease in an amount
7 not less than \$1,000,000 per occurrence combined single limit. The policy shall be
8 endorsed to name all the County of Riverside, its Agencies, Districts, Special Districts,
9 and Departments, their respective directors, officers, Board of Supervisors, employees,
10 elected or appointed officials, agents, or representatives. This coverage may be
11 included in the Airport General Liability policy. Proof of the foregoing coverage will be
12 required before issuing vehicle gate cards.

13 (d) Aircraft Hull and Liability Insurance.

14 1) Aircraft Hull - Lessee agrees to indemnify and hold harmless
15 the Lessor from any and all losses, claims, or damage to any aircraft owned by Lessee
16 and all losses, claims, or damage to any aircraft where Lessee has agreed under contract
17 to be responsible for any physical damage to the aircraft. Lessee hereby agrees that
18 this indemnification and hold harmless includes, but is not limited to, losses, claims or
19 damage to any of Lessee's aircraft caused directly or indirectly by the Lessor.

20 2) Aircraft Liability - Lessee shall provide Aircraft Liability
21 insurance for all owned and non-owned aircraft operated by the Lessee in an amount
22 not less than \$5,000,000 combined single limit per occurrence for bodily injury, including
23 death and property damage and coverage shall include, but is not limited to,
24 products/completed operations and contractual liability. Lessee shall provide Aircraft
25 Liability insurance for all owned and non-owned single engine piston aircraft operated by
26 the Lessee in an amount not less than \$1,000,000 combined single limit per occurrence

1 for bodily injury, including death and property damage and coverage shall include, but is
2 not limited to, products/completed operations and contractual liability. The
3 aforementioned policies shall be endorsed to name all The County of Riverside, its
4 Agencies, Districts, Special Districts, and Departments, its respective directors, officers,
5 Board of Supervisors, employees, elected or appointed officials, agents or representative
6 as Additional Insureds.

7 (e) Pollution Liability Insurance. Lessee shall, during the term of
8 this lease, maintain or caused to be maintained Commercial Automobile Liability
9 Insurance including an MCS-90 Endorsement covering all vehicles used to transport fuel
10 to the Airport for Lessee's operations with limits of not less than \$5,000,000 each
11 accident. If Lessee subcontracts this operation, then Lessee shall require the
12 subcontractor to maintain this insurance.

13 Lessee shall also maintain site-specific Pollution Liability Insurance,
14 covering both sudden and gradual pollution, with limits of not less than \$2,000,000 each
15 pollution condition and \$2,000,000 annual aggregate covering third party claims for
16 bodily injury, property damage and first and third party cleanup expense, for pollution
17 conditions occurring or discovered on-site whether in the soil, water or air, which arise
18 out of Lessee's activities at the Airport. The insurance shall include coverage for loss
19 arising out of the handling of fuel, including the transportation of fuel and refueling of
20 aircraft on-site, arising out of any storage tanks and associated piping, and arising out of
21 the operation, parking and maintenance of aircraft, vehicles on the premises and
22 operations that include any other hazardous materials, waste, and/or work. The policy
23 shall name Lessor as additional insured, and shall not contain a "non-insured v. insured"
24 exclusion. The policy shall not contain a deductible or self-insured retention higher than
25 \$25,000.

26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

(f) All Risk Property Insurance:

(1) All-Risk real and personal insurance coverage, including earthquake and flood if applicable, for the full replacement cost value of building, structures, fixtures, equipment, improvements/alterations and systems on the premises for property that the Lessee owns or is contractually responsible for. Policy shall include Business Interruption, Extra Expense, and Expediting Expense to cover the actual loss of business income sustained during the restoration period. Policy shall name the Lessor as a Loss Payee and provide a Waiver of Subrogation in favor of the Lessor.

(2) Boiler & Machinery insurance coverage on a full replacement cost value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. Policy shall name the Lessor as a Loss Payee and contain a Waiver of Subrogation in favor of the Lessor.

(3) Course of Construction Insurance. During the full term of construction of the planned improvements, Lessee shall purchase and maintain or cause to be maintained All Risk Builder's Risk insurance (Completed Value Form) including earthquake and flood for the entire Project, if applicable, including coverage for materials and supplies located on and offsite but to be part of, or used in the construction of, the completed Project. Policy shall also include as insured property, scaffolding, falsework, and temporary buildings located on the Project site, and the cost of demolition and debris removal. If the contractor or others insure scaffolding, falsework and temporary buildings separately, evidence of such separate coverage shall be provided to Lessor prior to the start of the work. The Course of Construction coverage limit of insurance shall equal or exceed the highest values exposed to loss at any one time during the project term. Policy

1 shall waive subrogation in favor of all Agencies, Districts, Special Districts, and
2 Departments of the County of Riverside, their respective directors, officers, Board of
3 Supervisors, employees, elected or appointed officials, agents or representatives.

4 (g) General Insurance Provisions – All Lines:

5 (1) Any insurance carrier providing insurance coverage
6 hereunder shall be admitted to the State of California unless waived, in writing, by the
7 County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:
8 VIII (A:8).

9 (2) Insurance deductibles or self-insured retentions must be
10 declared by the Lessee's insurance carrier(s), and such deductibles and retentions shall
11 have the prior written consent from the Lessor's Risk Manager. Upon notification of
12 deductibles or self-insured retentions unacceptable to the Lessor, and at the election of
13 the Lessor's Risk Manager, Lessee's carriers shall either: 1) reduce or eliminate such
14 deductibles or self-insured retentions as respects this Lease with the Lessor; or 2)
15 procure a bond which guarantees payment of losses and related investigations, claims
16 administration, and defense costs and expenses.

17 (3) Cause Lessee's insurance carrier(s) to furnish the Lessor
18 with either: 1) a properly executed original Certificate(s) of Insurance and certified
19 original copies of Endorsements effecting coverage as required herein; or 2) if requested
20 to do so in writing by the County Risk Manager, provide original certified copies of
21 policies including all Endorsements and all attachments thereto, showing such insurance
22 is in full force and effect. Further, said Certificate(s) and policies of insurance shall
23 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
24 be given to the County of Riverside prior to any material modification of coverage or
25 cancellation of such insurance. In the event of a material modification of coverage or
26 cancellation of such insurance, this Lease shall terminate forthwith, unless the Lessor

1 receives, prior to such effective date, another properly executed original Certificate of
2 Insurance and original copies of endorsements or, if requested, certified original policies,
3 including all endorsements and attachments thereto evidencing coverages set forth
4 herein and the insurance required herein is in full force and effect. Lessee shall not
5 commence operations until the Lessor has been furnished original Certificate(s) of
6 Insurance and certified original copies of endorsements or, if requested, policies of
7 insurance including all endorsements and any and all other attachments as required in
8 this Section. An individual authorized by the insurance carrier to do so on its behalf shall
9 sign the endorsements for each policy and the Certificate of Insurance.

10 (4) It is understood and agreed to by the parties hereto and the
11 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
12 and shall be construed as primary insurance, and the Lessor's insurance and/or
13 deductibles and/or self-insured retentions or self-insured programs shall not be
14 construed as contributory.

15 (5) Lessors Reserved Rights - Insurance. If during the term of
16 this Lease or any extension thereof, there is a material change in the scope of services
17 or performance of work the Lessor reserves the right to adjust the types of insurance
18 required under this Lease and the monetary limits of liability for the insurance coverages
19 currently required herein, if, in the Assistant County Executive Officer – TLMA
20 reasonable judgment, upon advice of the Lessor Risk Manager, the amount or type of
21 insurance carried by the Lessee has become inadequate. The Lessee agrees to notify
22 the Lessor of any plan or change of plan for the Lessee's operations and such notification
23 shall occur prior to implementing any such change.

24 Beginning July 1, 2026, and every fifth year thereafter during the
25 term of this Lease, or any extension thereof, Lessor reserves the right to adjust the
26 monetary limits of insurance coverage as required in Section 22.

1 (6) Lessee shall notify Lessor in writing of any claim made by a
2 third party or any incident or event that may give rise to a claim arising from this Lease.

3 **23. Insurance for Sublessees and Contractors.** Lessee shall require each of
4 its sublessees and contractors to meet all insurance requirements imposed by this
5 Lease. These requirements, with the approval of the Lessor's Risk Manager, may be
6 modified to reflect the activities associated with the sublessee or contractor. On every
7 sublease or contract the Lessee shall have the sublessee or contractor name the Lessee
8 and the Lessor by endorsement as an additional insured and/or have the sublessee or
9 contractor provide an endorsement waiving subrogation in favor of the Lessee and the
10 Lessor on every sublessee's or contractor's insurance policy, as applicable. Certificates
11 and endorsements evidencing compliance with this section will be provided to the Lessor
12 prior to the sublessee taking occupancy.

13 **24. Acceptance of Premises.** Prior to the commencement of the Lease Term,
14 Lessee, at Lessee's sole expense, shall have investigated and approved the physical
15 condition of, and the condition of title with respect to, the Leased Premises. Lessor has
16 provided to Lessee without any representation or warranty all information in Lessor's
17 possession or control regarding the condition of the Leased Premises, including
18 information concerning hazardous substances and seismic faulting.

19 Lessor makes no representation or warranty, expressed or implied, regarding any
20 conditions of the Leased Premises. Lessee acknowledges and agrees that Lessor
21 makes no representation or warranty, express or implied, written or oral, with respect to
22 the condition of the Leased Premises, or its fitness, or availability for any particular use.

23 Lessor makes no representations, express or implied, with respect to the legality,
24 fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee
25 desires to do so, Lessee shall have the right to conduct its own investigation, to its
26 satisfaction, with respect to any matters affecting Lessee's ability to use the Leased

1 Premises for Lessee's intended use. Lessee represents that it has inspected the Lease
2 Premises and acknowledges and agrees that the Leased Premises shall be delivered
3 from Lessor to Lessee in an "as is" physical condition, with no warranty, express or
4 implied by Lessor as to the presence of hazardous substances, or the condition of the
5 soil, its geology or the presence of known or unknown faults, and fully assumes any and
6 all risk associated with the use thereof. Lessor shall not be liable to Lessee, its officers,
7 agents, employees, subcontractors or independent contractors for any bodily injury,
8 personal injury or property damage suffered by them or others which may result from
9 hidden, latent or other dangerous conditions in, on upon or within the Leased Premises.
10 If the condition of the Leased Premises is not in all respects entirely suitable for the use
11 or uses to which such Leased Premises will be put, then it is the sole responsibility and
12 obligation of Lessee to place the Leased Premises in all respects in a condition entirely
13 suitable for the development thereof, solely at Lessee's expense. Effective at the
14 commencement of the Lease Term, Lessee waives, releases and discharges Lessor, its
15 Agencies, Districts, Special Districts and Departments, their respective directors,
16 officers, Board of Supervisors, Board of Commissioners, elected and appointed officials,
17 employees, agents, representatives and attorneys, from any and all present and future
18 claims, demands, suits, legal and administrative proceedings, and from all liability for
19 damages, losses, costs, liabilities, fees and expenses (including without limitation,
20 attorneys' fees) arising out of in any way connected with the Lessor's or Lessee's use,
21 maintenance, ownership or operation of the Leased Premises, any hazardous
22 substances on the Leased Premises, or the existence of hazardous substances
23 contamination in any state on the Leased Premises, however the hazardous substances
24 came to be placed there. Lessee acknowledges that it is aware of and familiar with the
25 provisions of Section 1542 of the California Civil Code which provides as follows:

26

1 "A general release does not extend to claims which the creditor does not know or
2 suspect to exist in his or her favor at the time of executing the release, which if known
3 by him or her must have materially affected his or her settlement with the debtor."

4 To the extent of the release set forth in this Section 24, Lessee hereby
5 waives and relinquishes all rights and benefits which it may have under Section 1542 of
6 California Civil Code.

7 Lessee Initials 

8 **25. Assignment and Subletting.**

9 (a) Lessee represents and agrees that its undertakings pursuant to this
10 Lease are for the purpose of providing maintenance services, and not for speculation in
11 land holding. Lessee further recognizes that the qualifications and identity of Lessee are
12 of particular concern to Lessor in light of the following: (1) the importance of the
13 development of the Leased Premises to the community; and (2) the fact that a change in
14 ownership or control of Lessee or any other act or transaction involving or resulting in a
15 significant change in ownership or control of Lessee, is for practical purposes a transfer
16 or disposition of the property then owned by Lessee. Lessee further recognizes that it is
17 because of such qualifications and identity that the Lessor is entering into the Lease with
18 Lessee. Therefore, no voluntary or involuntary successor in interest of Lessee, or a
19 sublessee, shall acquire any rights or powers under this Lease except as expressly
20 permitted herein.
21

22 (b) Lessee shall not assign or attempt to assign all or any part of this
23 Lease or any right or interest herein, nor make any total or partial sale, transfer,
24 conveyance or assignment of the whole or any part of the Lessee's interest in the Leased
25
26

1 Premises or the Improvements thereon, or sublet, mortgage, hypothecate or otherwise
2 transfer in any manner any of its rights, duties or obligations hereunder to any person or
3 entity without the prior written consent of Lessor being first obtained which consent shall
4 not be unreasonably withheld.
5

6 (c) This prohibition shall not be deemed to prevent the granting of
7 easements or permits to facilitate the development of the Leased Premises. Lessee shall
8 submit all documents pertaining to any such transaction referenced in the foregoing
9 paragraph to Lessor for approval prior to entering into such agreements. Lessee shall
10 submit executed subleases and all required certificates of insurance and endorsements
11 to insurance policies, as required herein, to Lessor for approval prior to sublessees
12 occupying the subleased premises.
13

14 (d) For the reasons cited above, Lessee represents and agrees for itself
15 and any successor in interest that without the prior written approval of the Lessor, there
16 shall be no significant change in the ownership of Lessee or in the relative proportions
17 thereof, or with respect to the identity of the parties in control of Lessee or the degree
18 thereof, by any method or means.
19

20 (e) Any sublease, assignment or transfer of this Agreement or any
21 interest herein, or significant change in ownership of Lessee, shall require the written
22 approval of the Lessor. Lessee shall promptly notify the Lessor of any proposed
23 subleases, and all changes whatsoever in the identity of the parties in control of Lessee
24 or the degree thereof, of which it or any of its officers have been notified or otherwise
25 have knowledge or information. This Lease may be terminated by the Lessor if there is
26

1 any significant change (voluntary or involuntary) in membership, management or control,
2 of Lessee (other than such changes occasioned by the death or incapacity of any
3 individual), or non-Lessor approved subleases. In the event of the death or incapacity of
4 any individual who controls Lessee or the managing member of Lessee, any resulting
5 change in the management of the Improvements or the control of the day-to-day
6 operations of the Leased Premises and the Improvements shall be subject to the approval
7 of the Assistant CEO/TLMA or designee, which shall not be unreasonably withheld.
8

9
10 (f) Assignments or transfers approved by the Lessor shall be evidenced
11 by the Lessee's, and assignee's execution of an assignment and assumption agreement
12 approved as to form and substance by Lessor. Subleases approved by the Lessor shall
13 be evidenced by subleases approved as to form and substance by Lessor.

14 (g) No such sublease, sale, transfer, conveyance or assignment of this
15 Lease or Lessee's interest in the Leased Premises (or any portion thereof), or approval
16 by the Lessor of any such sublease, sale, transfer, conveyance or assignment, shall be
17 deemed to relieve Lessee or any other party from any obligations under this Lease.
18

19 (h) The restrictions on assignment, transfer and subleasing contained in
20 this Section 25 shall be binding on any successors, or heirs of Lessee. The provisions of
21 this Section 25 shall apply to each successive assignment and transfer in the same
22 manner as initially applicable to Lessee under the terms set forth herein.
23

24 **26. Right to Encumber/Right to Cure.**

25 (a) Lessee's Right to Encumber. Notwithstanding provisions of Section
26 herein, Lessor does hereby consent to and agree that Lessee may encumber or

1 assign, or both, for the benefit of a senior lender ("Encumbrancer"), this Lease, the
2 leasehold estate and the improvements thereon (not including Lessor's fee title interest
3 in the Airport property) by a deed of trust, mortgage or other security-type instrument,
4 herein called "trust deed" to assure the payment of a promissory note evidencing a
5 construction loan for development of the improvements required herein by Lessee if the
6 Encumbrancer is an established bank, government lender, Small Business
7 Administration, savings and loan association or insurance company, and the prior written
8 consent of Lessor shall not be required:

9 (1) To a transfer of this Lease at foreclosure under the trust
10 deed, judicial foreclosure, or an assignment in lieu of foreclosure; or

11 (2) To any subsequent transfer of this Lease to the
12 Encumbrancer if the Encumbrancer is an established bank, savings and loan association
13 or insurance company, and is the purchaser at such foreclosure sale, or is the assignee
14 under an assignment in lieu of foreclosure; provided, however, that in either such event
15 the Encumbrancer forthwith gives notice to Lessor in writing of any such transfer, setting
16 forth the name and address of the Encumbrancer, the effective date of such transfer,
17 and the express agreement of the Encumbrancer assuming and agreeing to perform all
18 of the obligations under this Lease, together with a copy of the document by which such
19 transfer was made.

20 Any Encumbrancer described in Section 26(a)(2) above which is the transferee
21 under the provisions of Section 26(a)(1) above shall be liable to perform the obligations
22 and duties of Lessee under this Lease only so long as such transferee holds title to the
23 leasehold, and shall execute any documentation required by Lessor to memorialize
24 transfer and assumption of such Lease obligations.

25 Any subsequent transfer of this leasehold hereunder, except as provided
26 for in Section 26(a)(2) above, shall not be made without the prior written consent of

1 Lessor, in Lessor's sole discretion, and shall be subject to the conditions relating hereto
2 as set forth in Section 26 herein. Lessee shall give Lessor prior notice of any such trust
3 deed and shall accompany such notice with a conformed copy of the trust deed and note
4 secured thereby.

5 (b) Right of Encumbrancer to Cure. Lessor, upon providing Lessee with
6 any Notice of Default under this Lease, shall, at the same time, use good faith efforts to
7 provide a copy of such notice to every Encumbrancer who has given written notice to
8 Lessor of its desire to receive such default notices. From and after such notice has been
9 delivered to an Encumbrancer by Lessor, such Encumbrancer shall have the same
10 period for remedying the breach complained of as the cure period provided to Lessee
11 pursuant to Section 19, plus the additional cure period provided Encumbrancers as
12 specified in paragraph (c) below. Lessor shall accept performance by or at the instigation
13 of such Encumbrancer as if the same had been done by Lessee.

14 (c) Encumbrancer Cure Rights. Notwithstanding anything to the
15 contrary contained in this Lease, Lessor shall not terminate this Lease due to an uncured
16 default of Lessee unless, following expiration of Lessee's applicable cure period, Lessor
17 first provides each Encumbrancer that has provided Lessor with written a written request
18 to receive notification of Lessee defaults, not less than thirty (30) days' notice of its intent
19 to terminate if Lessee's default can be cured by the payment of money (a "Monetary
20 Default"), and not less than ninety (90) days' notice of its intent to terminate if Lessee's
21 Default is of another type (a "Non-monetary Default"), and an Encumbrancer fails to cure
22 such Monetary Default within thirty (30) days after receipt of such notice or an
23 Encumbrancer fails to cure or, an Encumbrancer fails to cure such Non-monetary Default
24 within ninety (90) days after receipt of such notice. If such Non-monetary Default cannot
25 reasonably be cured by such Encumbrancer within said ninety (90) day period (or is such
26 that possession of the Leased Premises is necessary for Encumbrancer to obtain

1 possession and to remedy the Default), the date for termination shall be extended for
2 such period of time as may be reasonably required to remedy such Default, but in no
3 event no longer than one hundred and twenty (120) calendar days after the date of the
4 initial notice to terminate the Lease delivered to Encumbrancer if, (a) Encumbrancer shall
5 have fully cured any default in the payment of any monetary obligations of Lessee under
6 this Lease within thirty (30) days after its receipt of notice of Lessor's intent to terminate,
7 and shall continue to pay on time such monetary obligations as and when the same are
8 due under the Lease, and (b) Encumbrancer continues its good faith and diligent efforts
9 to remedy such Non-monetary Default (including its acquisition of possession of the
10 Leased Premises if necessary to the cure of such Default). In no event shall the Lessor
11 be precluded from exercising remedies if its right become or are about to become
12 materially jeopardized by any failure to cure a default or the default is not cured within
13 ninety (90) calendar days after Lessor delivers to Encumbrancer the first notice of intent
14 to terminate the Lease.

15 Nothing in this Section 26 shall be construed to require an Encumbrancer
16 to continue any foreclosure proceeding it may have commenced against Lessee after all
17 defaults have been cured by Encumbrancer or Lessee, and if such Defaults shall be
18 cured and the Encumbrancer shall discontinue such foreclosure proceedings, this Lease
19 shall continue in full force and effect as if Lessee had not defaulted under this Lease.
20 Subject to Section 27 below, Encumbrancer shall have right to hazard insurance
21 proceeds resulting from damage to improvements up to and including the balance due
22 Lender or any Loan to Lessee secured by the Leased Premises.

23 **27. Damage or Destruction.**

24 (a) In the event any of the improvements are damaged by an insured
25 casualty, Lessee shall promptly remove the debris resulting from such event, and within
26 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration

1 of the improvements so damaged to their condition immediately prior to such casualty,
2 such repair or restoration to be performed in accordance with all provisions of this
3 Lease.

4 (b) In the event any of the Improvements are damaged by an uninsured
5 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements
6 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting
7 from such event, and within a reasonable time thereafter shall either (i) repair or restore
8 the improvements so damaged to the extent economically feasible, such repair or
9 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect
10 other Improvements in such location, provided all provisions of this Lease are complied
11 with to the extent economically feasible, or (iii) if the damage occurs during the last 5
12 years of the Lease, demolish the damaged portion of such improvements, restore any
13 remaining improvements to an architectural whole, remove all rubbish, and pave or plant
14 grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition.
15 Lessor shall have the option to choose among the aforesaid alternatives, subject to rights
16 of permitted Encumbrancers secured by the Lease but Lessee shall be obligated to
17 perform one of such alternatives. Lessee shall give notice to Lessor within a reasonable
18 time of which alternative it elects.

19 Except as expressly provided in this Lease, no deprivation,
20 impairment, or limitation of use resulting from any damage or destruction or event or
21 work contemplated by this Section 27 shall entitle Lessee to any offset, abatement, or
22 reduction in Rent, nor to any termination or extension of the Term hereof.

23 **28. Lessor's Nonresponsibility.**

24 Notwithstanding any language to the contrary herein, during the Term of this
25 Lease, including any extensions, Lessor shall not be required to maintain or make any
26

1 repairs or replacements of any nature or description whatsoever to the Leased
2 Premises or the Improvements thereon.

3 **29. Estoppel Certificate.** Each party shall, at any time during the term of the
4 Lease, within ten (10) days of written Notice (or as soon as reasonably possible) from
5 the other party, execute and deliver a statement in writing certifying that this Lease is
6 unmodified and in full force and effect, or if modified, stating the nature of such
7 modification. The statement shall include other details requested by the other party as
8 to the date to which rent and other charges have been paid, and the knowledge of the
9 other party concerning any uncured defaults with respect to obligations under this Lease
10 and the nature of such defaults, if they are claimed. Any such statement may be relied
11 upon conclusively by any prospective purchaser, Encumbrancer, or Sublessee of the
12 Demised Premises, the building or any portion thereof.

13 **30. Toxic Materials.**

14 During the term of this Lease and any extensions thereof, (including exercise of
15 the Option), Lessee shall not violate any federal, state, or local law, or ordinance or
16 regulation relating to industrial hygiene or to the environmental condition on, under or
17 about the Leased Premises including, but not limited to, soil, air, and groundwater
18 conditions. Further, Lessee, its successors, assigns and Sublessee shall not use,
19 generate, manufacture, produce, store or dispose of on, under, or about the Leased
20 Premises or transport to or from the Leased Premises any flammable explosives,
21 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious
22 materials, whether injurious by themselves or in combination with other materials
23 (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials
24 shall include, but not be limited to, substances defined as "hazardous substances,"
25 "hazardous materials," or "toxic substances" in the Comprehensive Environmental
26 Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section

1 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et
2 seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.;
3 and those substances defined as "hazardous wastes" in Section 25117 of the California
4 Health and Safety Code or as "hazardous substances" in Section 25316 of the California
5 Health and Safety Code; and in the regulations adopted in publications promulgated
6 pursuant to said laws now and in the future.

7 **31. National Pollution Discharge Elimination System (NPDES) Permit.**

8 Lessee acknowledges, understands and agrees that it shall comply with California State
9 Water Resources Control Board general permit requirements now and in the future
10 relating to storm water discharges associated with activities such as aircraft
11 rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing.
12 Lessee further acknowledges, understands and agrees that it shall participate as a co-
13 permittee under said general permit, participate in the Jacqueline Cochran Regional
14 Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in Exhibit "F",
15 attached hereto and by this reference made a part of this Lease, including without
16 limitation, the Best Management Practices, Best Available Technology Economically
17 Achievable, and Best Convention Pollutant Control Technology.

18 **32. Free from Liens.** Lessee shall pay, when due, all sums of money that may
19 become due for any labor, services, material, supplies, or equipment, alleged to have
20 been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises,
21 and which may be secured by a mechanics, materialmen's or other lien against the
22 Leased Premises or Lessor's interest therein, and will cause each such lien to be fully
23 discharged and released at the time the performance of any obligation secured by such
24 lien matures or becomes due; provided, however, that if Lessee desire to contest any
25 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
26 reduced to final judgment, and such judgment or such process as may be issued for the

1 enforcement thereof is not promptly stayed, or is so stayed, and said stay thereafter
2 expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

3 Lessee shall not encumber Lessor's fee estate in the Airport property with any
4 mortgage. Lessee shall not place, or allow to be placed, against the Airport property or
5 any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by
6 this Lease. In addition, Lessee shall remove, or shall have removed, any levy or
7 attachment made on title to the leasehold estate created by this Lease and/or the Airport
8 property (or any portion thereof), or shall assure the satisfaction thereof within a
9 reasonable time but in any event prior to a sale thereunder. Under no circumstances
10 whatsoever shall the Lessee allow any security instruments to be recorded against the
11 Lessor's fee interest in the Airport property.

12 **33. Employees and Agents of Lessee.** It is understood and agreed that all
13 persons hired or engaged by Lessee shall be considered to be employees or agents of
14 Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including
15 its employees, agents and subcontractors) shall in no event be entitled to any benefits
16 to which Lessor employees are entitled, including but not limited to overtime, any
17 retirement benefits, worker's compensation benefits, and injury leave or other leave
18 benefits. There shall be no employer-employee relationship between the parties, and
19 Lessee shall hold Lessor harmless from any and all claims that may be made against
20 Lessor based upon any contention by a third party that an employer-employee
21 relationship exists by reason of this Lease.

22 **34. Binding on Successors.** Lessee, its assigns and successors in interest,
23 shall be bound by all the terms and conditions contained in this Lease, and all of the
24 parties thereto shall be jointly and severally liable hereunder.

25 **35. Waiver of Performance.** Any waiver by Lessor of any breach of any one
26 or more of the terms of this Lease shall not be construed to be a waiver of any

1 subsequent or other breach of the same or of any other term of this Lease. Failure on
2 the part of Lessor to require exact, full and complete compliance with any terms of this
3 Lease shall not be construed as in any manner changing the terms or preventing Lessor
4 from enforcement of the terms of this Lease.

5 **36. Severability.** In the event any provision of this Lease is held by a court of
6 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
7 never the less continue in full force without being impaired or invalidated in any way.
8

9 **37. Jurisdiction and Venue.** This Lease is construed under the laws of the
10 state of California. The Parties agree to the jurisdiction and venue of the Superior Court
11 in the County of Riverside, state of California. Any action at law or in equity brought by
12 either of the parties hereto for the purpose of enforcing a right or rights provided for by
13 this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside,
14 State of California, and the parties hereby waive all provisions of law providing for a
15 change of venue in such proceedings to any other County.

16 **38. Attorney's Fees.** In the event of any litigation or arbitration between
17 Lessee and Lessor to enforce any of the provisions of this Lease or any right of either
18 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the
19 successful party all costs and expenses, including reasonable attorney's fees, incurred
20 therein by the successful party, all of which shall be included in and as a part of the
21 judgment or award rendered in such litigation or arbitration.

22 **39. Notices.** Any notices required or desired to be served by either party upon
23 the other shall be addressed to the respective parties as set forth below:

24 COUNTY

25 County of Riverside
26 Aviation Division
4080 Lemon Street, 14th floor
Riverside, CA 92501

LESSEE

Affordable Avionics
7000 Merrill Avenue, Box 18,
Chino, CA 91710
Attn: Deepun Desai

1 Attn: TLMA – Aviation Division

2
3 or to such other addresses as from time to time shall be designated by the respective
4 parties. A change of notification address is required in writing and must be delivered to
5 the other party.

6 Formal notices, demands and communications between Lessor and Lessee shall
7 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return
8 receipt requested, to the principal offices of the Lessor and Lessee, as designated in this
9 Section 39. Any notice that is transmitted by electronic facsimile transmission followed
10 by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice
11 that is personally delivered (including by means of professional messenger service,
12 courier service such as United Parcel Service or Federal Express, or by U.S. Postal
13 Service), shall be deemed received the day after the documented date of delivery; and
14 any notice that is sent by registered or certified mail, postage prepaid, return receipt
15 required shall be deemed received on the second day of delivery.

16 Lessor shall use good faith efforts to deliver copies of any notices of default
17 delivered to Lessee to the Encumbrancer, at such addresses for receipt of notice as shall
18 be provided to the Lessor in writing.

19 **40. Paragraph Headings.** The paragraph headings herein are for the
20 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
21 any manner affect the scope, meaning or intent of the provisions or language of this
22 Lease.

23 **41. No Partnership.** Nothing contained in this Lease shall be deemed or
24 construed to create a lending partnership, other partnership, joint venture, or any other
25 relationship between the parties hereto other than Lessor and Lessee according to the
26 provisions contained herein, or cause Lessor to be responsible in any way for the debts
or obligations of Lessee, or any other party.

1 **42. Non-liability of Lessor Officials and Employees.** No member,
2 official, employee or consultant of Lessor shall be personally liable to the Lessee, or any
3 successor in interest, in the event of any default or breach by the Lessor or for any
4 amount which may become due to the Lessee or to its successor, or on any obligations
5 under the terms of this Lease.

6 **43. Acknowledgment of Lease Memorandum by County.** Upon the
7 Commencement Date, if requested in writing by Lessee, the parties shall execute and
8 thereafter record with the County Recorder of the County of Riverside, a Memorandum
9 of Lease, conforming in form and substance to Exhibit G, attached hereto and
10 incorporated herein by this reference, giving notice of the existence of the Lease and the
11 Term hereof.

12 **44. Agent for Service of Process; Lessee Authority to Enter into Lease.**

13 (a) It is expressly understood and agreed that, in the event Lessee is not a
14 resident of the State of California or it is an association or partnership without a member
15 or partner resident of the State of California, or it is a foreign corporation, then in any
16 such event, Lessee shall file with County's clerk, upon its execution hereof, a designation
17 of a natural person residing in the State of California, giving his or her name, residence
18 and business addresses, as its agent for the purpose of service of process in any court
19 action arising out of or based upon this Lease, and the delivery to such agent of a copy
20 of any process in any such action shall constitute valid service upon Lessee. It is further
21 expressly understood and agreed that if for any reason service of such process upon
22 such agent is not feasible, then in such event Lessee may be personally served with
23 such process out of this County and that such service shall constitute valid service upon
24 Lessee. It is further expressly understood and agreed that Lessee is amenable to the
25 process so served, submits to the jurisdiction of the Court so obtained and waives any
26 and all objections and protests thereto.

1 (b) Lessee is a limited partnership or corporation duly formed and in good
2 standing under the laws of the State of California, has full legal right, power, and authority
3 to enter into this Lease and to carry out and consummate all transactions contemplated
4 by this Lease, and by appropriate action has duly authorized the execution and delivery
5 of this Lease. Further, Lessee will take those actions required to remain in good standing
6 under the laws of the state of California during the term of this Lease.

7 **45. FAA Consent to Lease.** Lessee acknowledges that Jacqueline Cochran
8 Regional Airport was transferred to the Lessor by the Federal Government and, as such,
9 may require FAA consent to the Lease. If so required, the Federal government's
10 approval shall be considered a condition precedent under this Lease.

11 **46. Entire Lease.** This Lease, including any attachments, exhibits or
12 addendums constitutes the entire agreement of the Parties with respect to its subject
13 matter and is intended by the parties hereto as a final expression of their understanding
14 with respect to the subject matter hereof and as a complete and exclusive statement of
15 the terms and conditions thereof and supersedes any and all prior and contemporaneous
16 leases, agreements and understandings, oral or written, in connection therewith. This
17 Lease may only be changed or modified by a written amendment signed by authorized
18 representatives of both Parties.

19 **47. Construction of Lease.** The Parties hereto negotiated this Lease at arm's
20 length and with the advice of their respective attorneys, and no provisions contained
21 herein shall be construed against County solely because it prepared this Lease in its
22 executed form.

23 **48. Effective Date.** The effective date ("Effective Date") of this Lease is the
24 date this Lease is executed by the Chairman of the County of Riverside Board of
25 Supervisors.

1 IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth
2 below.

3 LESSOR:
4 COUNTY OF RIVERSIDE, a
5 Political Subdivision of the State of
6 California

LESSEE:
AFFORDABLE AVIONICS INC.,
a California corporation

7 By: _____
8 Karen Spiegel, Chair
9 Board of Supervisors

By:  _____
Deepun Desai, President

10 Date: _____

Date: 7/8/2021

12 ATTEST:
13 Kecia Harper
14 Clerk of the Board

15
16 By: _____
17 Deputy

18 APPROVED AS TO FORM:
19 Gregory P. Priamos, County Counsel

20
21
22 By: _____
23 Wesley Stanfield
24 Deputy County Counsel
25
26

1 **Jacqueline Cochran Regional Airport**
2 **Hangar Lease Agreement**

3
4 This Jacqueline Cochran Regional Airport Hangar Lease Agreement ("Lease"),
5 dated _____ 2021, is entered into by and between the **County of Riverside**, a
6 political subdivision of the State of California, as lessor, ("Lessor"), and **Affordable**
7 **Avionics Inc.**, a California corporation, as lessee ("Lessee"), collectively referred to
8 herein as the "Parties," and individually as a "Party" under the following terms and
9 conditions:

10 **RECITALS**

11 **WHEREAS**, Lessor owns and operates the Jacqueline Cochran Regional Airport,
12 located in the County of Riverside, State of California identified as Assessor's Parcel No.
13 759-060-018 as depicted on site map attached hereto as Exhibit A-1 and incorporated
14 herein by this reference ("Airport");

15 **WHEREAS**, Lessor owns a 12,000 square foot hangar located on the Airport as
16 depicted on Exhibit A-2 ("Hangar");

17 **WHEREAS**, Lessor desires to lease the Hangar to Lessee, and Lessee desires
18 to lease the Hangar from Lessor, to provide maintenance services, such as a Federal
19 Aviation Administration (FAA) Part 145 aircraft repair station, on the terms and conditions
20 specified below.

21 **WHEREAS**, Lessor relies upon operators to provide aeronautical and aviation-
22 oriented services to the general public. The use, convenience and safety of the public
23 require that the services be provided by competent, trained and licensed personnel,
24 using proper tools and equipment and operating in sanitary, convenient space;

25 **WHEREAS**, the provisions herein are intended to assure a consistently high level
26 of service responsive to the public needs; and

1 **NOW THEREFORE**, in consideration of the payments to be made
2 hereunder and the covenants and agreements contained herein, Lessor hereby leases
3 to Lessee and Lessee hereby leases from Lessor the real property described below upon
4 the following terms and conditions.

5 **1. Property Description.** The property leased herein is located within the
6 Jacqueline Cochran Regional Airport, County of Riverside, State of California, and
7 consists of an approximate 12,000 square foot aircraft hangar building ("Green Hangar")
8 and adjacent parking area as shown on the Hangar Depiction attached hereto as Exhibit
9 "A-2" and incorporated herein by this reference ("Leased Premises"). Lessee
10 acknowledges and agrees that Lessee does not have fee title interest to the Airport or
11 any portion thereof. Lessee further acknowledges and agrees that Lessee's interest is
12 limited to a leasehold interest in that certain portion of the Airport defined herein as the
13 "Leased Premises."

14 **2. Survey and Description.** Within sixty (60) days of the Effective Date,
15 Lessee will supply Lessor with a survey and a legal description (collectively herein
16 referred to as "Survey and Description") of the Leased Premises, prepared by a
17 registered land surveyor at Lessee's expense, showing the exact number of acres
18 comprising the Leased Premises. Upon Lessor approval of the Survey and Description,
19 this Lease shall be administratively amended by the Director of Facilities Management
20 without the need to go to the Board of Supervisors for approval to include the Survey
21 and Description as Exhibits B-1 and B-2 to this Lease. A legal description and depiction
22 based on said survey will be incorporated in and become a part of this Lease as Exhibits
23 "B-1" and "B-2." The size of the Leased Premises and the base rent shall be adjusted to
24 reflect the actual dimensions set forth in the Survey and Description.

1 Failure to submit said Survey and Description within ninety (90) days of the
2 Effective Date will constitute a breach by Lessee and the Lease shall be subject to the
3 termination provisions set forth in Section 16 herein.

4 **3. Term.** This Lease shall commence the first day of the month following the
5 Effective Date (Commencement Date) and shall terminate twenty (20) years thereafter
6 ("Lease Term").

7 (a) Option to Extend: Lessee shall have the option to extend the Lease
8 for an additional period of ten (10) years ("Option")
9 subject to the following (1) Lessee is not in breach of any terms and/or provisions of this
10 Lease, (2) Lessor, through its Assistant County Executive Officer of TLMA (CEO) or
11 designee, approves in writing of such exercise of the Option, and (3) Lessee delivers to
12 Lessor written notice of its desire to exercise the Option no earlier than twelve (12)
13 months before and no less than sixty (60) days before the expiration of the Lease Term
14 and shall not be unreasonably withheld. The exercise of the Option and the subsequent
15 extension of the term shall be evidenced by a Lessor approved amendment to this Lease.

16 **4. Use.** The Leased Premises shall be used for the following purposes and
17 no other without the prior written consent of Lessor. Should Lessee desire to use the
18 Leased Premises in a manner not authorized under the Lease, Lessee shall provide to
19 Lessor a detailed description of the desired use, service and/or operation for Lessor's
20 prior review and approval, in Lessor's sole and absolute discretion. The Lessor's
21 approval of any change in the use of the Leased Premises may, at Lessor's sole election,
22 place additional specific requirements on Lessee including, but not limited to, the types,
23 limits, and conditions of insurance provided under this Lease.

24 (a) Permitted Uses:
25
26

1 (i) Maintenance, repair, and overhaul of all types of aircraft, aircraft
2 engines, airframes, automatic flight systems, instruments, radio and other electronic
3 equipment, propellers, and all other aircraft components.

4 (ii) Painting and upholstering of aircraft, subject to the provisions
5 and limitations in Sections 6(g) and 21 of this Lease.

6 (iii) Servicing of aircraft and any other service usually associated
7 with aircraft servicing operations.

8 (iv) Providing aircraft storage inside hangar buildings and tie downs.

9 (b) Additional Permitted Use

10 (1) Construction of facilities, including administrative office and
11 terminal building, storage hangar(s), maintenance hangar(s) and associated
12 improvements that provide servicing, maintenance and storage for aircraft.

13 (2) Construction of building (or buildings) for the storage of
14 aircraft, including all infrastructure, temporary facilities and off-site improvements.

15 The Leased Premises shall not be used for any purpose other than
16 the uses described in this Section 4 without first obtaining the written consent of Lessor

17 **5. Rent.** Lessee shall pay to Lessor as initial base rent for the use and
18 occupancy of the Leased Premises monthly rent equal to Three Thousand Four Hundred
19 Eighty Dollars and 00/100 (\$3,480.00) ("Base Rent"). Said Base Rent is due and payable
20 in advance on the first of each month. The Base Rent is based on the most recent market
21 value. The Base Rent shall be considered delinquent, if not paid by the 10th of the month.

22 (a) Late Fee. If the monthly rent becomes delinquent, Lessee will be
23 charged a late fee equivalent to ten percent (10%) of the delinquent rental amount,
24 exclusive of late fees, for each month that rent is delinquent.

25 (b) Base Rent Adjustment Mark to Market Value. Beginning July 1,
26 2025 and every fifth (5th) year thereafter, the Base Rent shall be adjusted to one-twelfth

1 (1/12) of eight percent (8%) of the then-current fair market value of the Leased Premises.
2 Said fair market value shall be for the land and shall not include the value of the
3 structures, or tenant improvements placed on the Leased Premises. In no event will
4 application of this paragraph result in a monthly rental amount lower than the highest
5 previous monthly rental amount.

6 A property appraisal for the purpose of establishing the adjusted Base Rent
7 is to be performed by an independent certified appraiser, knowledgeable in aviation
8 appraising and in good standing with the American Institute of Real Estate Appraisers.
9 The appraiser is to be procured and paid for by Lessor. Once established, said rent shall
10 be adjusted annually in the manner set forth in Section 5(c) below. Lessee
11 acknowledges and agrees that failure to pay such adjusted Base Rent amount shall
12 constitute a default hereunder. Should the Lessee disagree with the Lessor's appraisal
13 tenant shall have the right to retain their own appraisal.

14 (c) Rental Increases. Beginning July 1, 2022, and at each July 1st
15 thereafter, except for dates coinciding with the appraisals conducted every fifth year as
16 referenced in 5(b) above, the Base Rent shall be adjusted by the percentage change in
17 the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario
18 County Area for the twelve month period ending three months before the month of rent
19 adjustment under this paragraph. In no event will application of this paragraph result in
20 a monthly rental amount lower than the highest previous monthly rental amount.

21 **6. Additional Obligations of Lessee.** Lessee shall, during the term of
22 this Lease and any extensions thereof perform and/or adhere to the following obligations:

23 (a) Observe and obey, and compel its employees, agents, invitees,
24 sublessees, and those doing business with it to observe and obey, all such rules and
25 regulations of Lessor which are now in effect or which may hereafter be promulgated,
26

1 provided that such rules and regulations may not unduly interfere or conflict with the
2 rights and privileges granted to Lessee in this Lease or any later amendments;

3 (b) Employ and maintain on the Leased Premises sufficient personnel
4 who are trained, skilled, insured and, if applicable, certified in order to competently
5 perform the tasks related to the services being offered;

6 (c) Operate the Leased Premises and perform services for the use and
7 benefit of the general public without discrimination on the grounds of race, religion, color
8 or national origin or in any manner prohibited by Part 15 of the Federal Aviation
9 Administration Regulations;

10 (d) Provide services to the general public five (5) and days per week
11 and call outs during weekends and holidays during the term of this Lease on a minimum
12 hourly basis each day from 8:00 A.M., local time, to 5:00 P.M., local time, and Lessee
13 shall not make any changes relative to such minimum hourly schedule, unless approval
14 is first obtained from Lessor in writing;

15 (e) Operate the Leased Premises and the facilities thereon in a
16 progressive and efficient manner;

17 (f) Provide ground maintenance services for the interior, exterior,
18 common areas and grounds of the Leased Premises at Lessee's own expense;

19 (g) Not engage in the painting of aircraft (other than small 'spot painting'
20 jobs in connection with repairs) within any buildings, unless or until it has established
21 therein a regular paint shop which is adequately enclosed and vented, and has been
22 inspected and approved, in writing, by representatives of the Federal Aviation
23 Administration and County's Fire and Building and Safety Departments, meets all other
24 local, state and federal laws and regulations, and all applicable permits have been
25 obtained;

26

1 (h) Observe the Taxiway Object Free Area, the Airport Layout Plan, and
2 Aircraft Parking lines to allow the passage of taxiing aircraft. From the centerline of the
3 taxiway the boundary for the Taxiway Object Free Area boundary is one hundred ten
4 (110) feet;

5 (i) Maintain the Leased Premises, approaches thereto, and
6 improvements now or hereafter located thereon, in good, safe and sanitary order,
7 condition, and repair. Throughout the Term of this Lease, Lessee shall, at Lessee's sole
8 cost and expense, maintain or cause to be maintained the Leased Premises and the
9 improvements now or hereafter located on the Leased Premises in good and clean
10 condition and repair, free of debris, and in compliance with (i) all Governmental
11 Restrictions (defined below), and (ii) all applicable rules, orders, and regulations of any
12 insurance company insuring all or any part of the Leased Premises or the improvements
13 thereon or both, and Lessee shall make or cause to be made whatever repairs and
14 replacements are required by such enactments or provisions or future enactments or
15 provisions. The term "Governmental Restrictions" used herein shall mean and include
16 any and all laws, statutes, official policies, ordinances, codes, formal decrees, rulings,
17 regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of
18 any governmental entity, agency or political subdivision, now in force or hereafter
19 adopted, which are applicable to the Leased Premises or the use thereof as of the date
20 such term is being applied. If Lessee fails to perform Lessee's obligations under this
21 Section 6 (i), Lessor shall have the right to enter upon the Leased Premises after 10 days
22 prior written notice to Lessee (except in the event of an emergency, in which case no
23 notice shall be required), perform such maintenance and repair obligations on Lessee's
24 behalf, and Lessee shall be fully responsible for and shall promptly pay to Lessor an
25 amount equal to 115% of all costs thereof. Lessee acknowledges and agrees that failure
26

1 to pay the aforementioned costs shall constitute a default under this Lease. Lessor shall
2 have no obligation to maintain the Leased Premises pursuant to Section 28 below;

3 (j) On every January 1 and July 1 during the Term of this Lease,
4 Lessee shall provide an Aircraft and Sublease Status Report, substantially conforming
5 in form and substance to the Sublease Status Report attached hereto as Exhibit "C" and
6 incorporated herein by this reference and, for all subleases and aircraft being stored on
7 the Leased Premises. The report shall be supplied in a form and electronic format
8 acceptable to Lessor and contain at least the following information: name of the
9 sublessee (Lessee's "tenants"), the beginning and ending date of the term of the
10 sublease, the size of the subleased land, the size of the subleased space, the aircraft
11 storage hangar number/address, the Aircraft Registration Number, the name of the
12 owner of the aircraft, the type of aircraft and indicate whether or not an aircraft is "based"
13 at the airport (aircraft that spend at least three months of the year at this airport are to
14 be identified in the report as "based aircraft"); and certification of compliance with the
15 insurance requirements set forth in Sections 22 and 23 herein. The requirements set
16 forth in this Section 6 (j) in no way limit Lessee's obligations to obtain County approval
prior to any sublease or assignment pursuant to Section 25 of this Lease.

17 **7. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all
18 necessary permits and licenses as it may be required to obtain regarding the
19 construction, operation, maintenance, and termination or abandonment of activities upon
20 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by
21 any authorized public entity. This Lease may create a possessory interest subject to
22 property taxation and Lessee may be subject to the payment of property taxes levied on
23 such interest. Due to the length of the initial Lease Term, combined with the Option to
24 extend, Lessee may be subject to a documentary transfer tax. Lessee acknowledges,
25 understands and agrees that Lessee is solely responsible for the timely payment and
26 satisfaction of all taxes incurred as a result of this Lease.

1 **8. Development of Improvements** Lessee, at its sole cost and expense,
2 shall construct, or cause to be constructed, within the time periods set forth herein or as
3 provided by Lessor, the following improvements, which include, but are not limited to
4 improvements to the existing aircraft apron and electrical infrastructure, and the
5 development and construction of a 1,238 square foot exterior office space on the] side
6 of the existing hangar Phasing Schedule attached hereto as Exhibit D and incorporated
7 herein by this reference(collectively the "Improvements").Lessee acknowledges and
8 agrees that any and all improvements, alterations, and installation of fixtures located on
9 the Leased Premises shall be subject to County Ordinance Nos. 348 and 457, as well
10 as other applicable County ordinances, and that Lessee shall fully comply with such
11 ordinances prior to the commencement of any construction in connection therewith.

12 (a) Phases. Without limiting Lessee's obligation to develop the Improvements as
13 required herein, Lessee shall develop the Improvements on the Leased Premises in
14 three (3) phases identified herein as "Project I", Project II" and "Project III", subject to the
15 approval of Lessor which shall not be unreasonably withheld, provided that all
16 construction for Project I shall be completed within thirty six (36) months of the approval
17 from the county , Project II shall be completed within twelve (12) months of the Effective
18 Date of this Lease, and Project III shall be completed within twenty four (24) months of
19 the approval of the permits from the county . The general scope of Project I shall include
20 the construction of a 1,238 square foot office space on the north side of the hangar and
21 shall include two small offices, one large work area for fabrication of wiring harnesses,
22 one restroom and a secure parts storage and check out area. Project I shall also include
23 upgrades to the landscape, and hardscape. Project II shall provide additions of 230V, 2
24 Phase electrical service and outlets to connect ground power units for aircraft. Project III
25 shall include upgrades to the Aircraft Apron area attached to the south side of the Green
26 Hangar and consisting of an approximate 9,700 square foot area. Lessee will remove

1 and replace in phases with an engineered subbase and a 6-inch reinforced concrete
2 tarmac.

3 (b) Site Plan. Within thirty (60) days after the survey is done, and within
4 one year of the Effective Date of the Lease , Lessee shall submit to Lessor a
5 development site plan ("Site Plan") showing the location and dimensions of all planned
6 improvements. The design shall be satisfactory to and approved by the County of
7 Riverside TLMA, Aviation Division, prior to Lessee's application to County for building
8 permits. With Lessor's written approval, which shall not be unreasonably withheld, the
9 Site Plan may be revised by Lessee from time to time during the Initial Term of the Lease.
10 The Site Plan shall be incorporated into this Lease and attached hereto as Exhibit "H".

11 (c) Full Construction Plans. Within three (3) months of approval of the Site
12 Plan by County of Riverside Facilities Management, Lessee shall submit a full set of
13 construction plans to the County to obtain building permits. Construction of Phase III
14 shall commence within sixty (60) days following issuance of the requisite permits by the
15 County. Plans for all improvements are to be submitted to Lessor for approval prior to
16 start of any construction.

17 (d) Performance Bonds. Lessee's Contractors shall obtain performance,
18 material, and labor payment bonds in the amounts required by law and determined by
19 Lessor, and shall furnish Lessor with copies thereof prior to the commencement of any
20 construction both on and off-site

21 (e) Development Costs. All improvements are to be completed at Lessee's
22 sole cost, including, but not limited to, all on site buildings and infrastructure, taxiway(s),
23 as well as required off-site improvements associated with the development as depicted
24 on the Site Plan and subsequent amendments, if any. Lessee shall pay for construction
25 of any required utility extensions and hookups (including all related fees and charges)
26 and any access road improvements. Lessee shall pay all fees, permits and taxes related

1 to the development. Lessee shall independently verify availability of all services required
2 for their use and development.

3 (f) Utility Services. It is understood by the parties hereto that utility services
4 are available in the general vicinity of the Leased Premises, but in order for the on-site
5 improvements required herein to be fully usable and operational, Lessee, at its sole
6 expense, shall extend and/or connect, or cause to be extended and/or connected, such
7 utility service facilities that may be required or desired by Lessee in the use, operation,
8 and maintenance of such on-site improvements. Lessee shall pay all related fees and
9 charges related to such utility extensions and hookups. In addition to connection fees,
10 Lessee shall be responsible for payment of the use of such utilities. Lessee shall be
11 responsible for all connection costs and fees associated with any improvements beyond
12 those listed in this paragraph, including, but not limited to, water, sewer, electricity,
13 telephone, gas service and internet. Scope and installation of all utilities shall be
14 submitted to Lessor on construction plans and shall be approved by Lessor prior to
15 connection.

16 During the Term of this Lease, including any extensions thereto, Lessee
17 shall pay, or cause to be paid, and shall indemnify, defend and hold Lessor and the
18 property of Lessor harmless from all charges for water, sewage, gas, heat, air
19 conditioning, light, power, steam, telephone service and all other services and utilities
20 used, rendered or supplied to, on or in the Leased Premises during the Term, including
21 any extensions.

22 Lessor shall not be required to furnish to Lessee or any other
23 occupant of the Leased Premises during the Term of this Lease, including any
24 extensions thereto, any water, sewage, gas, heat, air conditioning, light, power, steam,
25 telephone, or any other utilities, equipment, labor, materials or services of any kind
26 whatsoever.

1 (g) Airport Sewer. Lessee shall pay a sewer connection fee and a monthly
2 sewer service fee to Lessor. The amount of the fees shall be according to the fee
3 schedule in effect at the time of Lease execution. The monthly sewer service fee will be
4 adjusted from time to time and be based upon Lessor's sewer service payments to the
5 Coachella Valley Water District and Lessor's cost of repairing, maintaining, and
6 administering the airport's sewer system.

7 (h) Improvement Alterations. Any improvements, alterations, and
8 installation of fixtures to be undertaken by Lessee shall have the prior written approval
9 of the Lessor after Lessee has submitted to Lessor proposed plot and building plans,
10 and specifications therefor, in writing. In addition, Lessee understands and agrees that
11 such improvements, alterations, and installation of fixtures may be subject to County
12 Ordinance Nos. 348 and 457, as well as other applicable County ordinances, and that
13 Lessee shall fully comply with such ordinances prior to the commencement of any
14 construction in connection therewith.

15 (i) Force Majeure. "Force Majeure" means fires, explosions, strikes being
16 conducted on an industry-wide basis and that are not limited to Lessee's development,
17 unusually adverse weather conditions, acts of God, war, hostilities, invasion, riot, civil
18 insurrection, civil war, terrorist acts, ionizing radiation, contamination by radioactivity on
19 the Leased Premises from any nuclear fuel, radioactive toxic explosive or nuclear
20 explosive, epidemics, quarantine, plague, and any other event beyond the reasonable
21 control of Lessee (other than bad weather generally, insufficiency of funds, or changes in
22 the economic or business climate).

23 "Force Majeure Delay" means a delay due to Force Majeure that, in each
24 case, (a) materially adversely affects the performance by Lessee of its obligations
25 hereunder, (b) is not reasonably foreseeable and is beyond Lessee's reasonable control,
26 (c) despite the exercise of reasonable diligence, cannot be prevented, avoided or

1 removed by Lessee and is not attributable to the negligence, willful misconduct or bad
2 faith of Lessee, and (d) is not the result of the failure of Lessee to perform any of its
3 obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay
4 shall not be deemed to have occurred unless Lessee has notified Lessor in writing of such
5 occurrence of Force Majeure within fifteen (15) days after such occurrence and has
6 provided Lessor with the details of such event and the length of the anticipated delay
7 within an additional fifteen (15) days thereafter. During the occurrence and continuance
8 of a Force Majeure Delay, Lessee shall be excused from performance of its obligations
9 under this Agreement to the extent the Force Majeure prevents Lessee from performing
10 such obligations.

11 **9. Real Property Reversion.** During the term of this Lease, and any extension
12 thereof, all improvements, alterations, and fixtures constructed as part of Project I by the
13 Lessee on the Leased Premises shall be owned by Lessee until the Lease is terminated,
14 legally relinquished, abandoned or upon the expiration of Lease including any hold-over
15 period. Upon termination, relinquishment, abandonment or upon the expiration of the
16 Lease (including any hold-over period), legal title to all improvements constructed as part
17 of Project I by the Lessee shall cease to exist, and all interest associated therewith shall
18 revert to the Lessor free and clear of any and all rights to possession and all claims to or
19 against them by Lessee or any third person or entity. At the expiration or earlier
20 termination of this Lease, Lessee shall also surrender to Lessor possession of the
21 Leased Premises and all improvements constructed thereon free and clear of all liens,
22 encumbrances and mortgages. Lessee shall have the full and exclusive use and
23 enjoyment of such improvements, alterations, and fixtures during the Term of this Lease.
24 At or prior to the expiration of this Lease, Lessee shall remove, at its expense, such trade
25 fixtures (not including buildings and improvements affixed to the land), and restore the
26 Leased Premises to their original shape and condition in good, safe and sanitary

1 condition, subject to ordinary wear and tear. In the event Lessee does not remove such
2 trade fixtures, they shall become the property of the Lessor for no further consideration
3 of any kind, and Lessee acknowledges and agrees that Lessor shall have the right to
4 charge Lessee for removal of any trade fixtures that so remain by Lessee upon the
5 expiration or early termination of the Lease. At Lessor's request Lessee shall execute
6 and deliver to Lessor assignments of leases and a quitclaim deed, both in commercially
7 reasonable form and as prepared by Lessor. By the quitclaim deed Lessee shall
8 quitclaim any right, title or interest which Lessee may have or claim to have as part of
9 Project I Improvements.

10 **10. Compliance with Law.** Lessee shall, at its sole cost and expense, comply
11 with all of the requirements of all governmental agencies now in force, or which may
12 hereafter be in force, pertaining to the Leased Premises, and any improvements
13 hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws
14 and ordinances including but not limited to the California Environmental Quality Act
15 (CEQA and the National Environmental Protection Act (NEPA), now or hereafter in force
16 in the use of the Leased Premises. Lessee shall also comply with all applicable federal,
17 state and local laws and regulations and County ordinances. In the event there is a
18 conflict between the various laws or regulations that may apply, Lessee shall comply
19 with the more restrictive law or regulation.

20 **11. Lessor's Reserved Rights.**

21 (a) The Leased Premises is accepted by Lessee subject to any and all
22 existing easements or other encumbrances, and Lessor shall have the right to enter upon
23 the Leased Premises and to install, lay, construct, maintain, repair and operate such
24 sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water,
25 oil and gas pipelines, and telephone and telegraph power lines and such other facilities
26 and appurtenances necessary or convenient to use in connection therewith, over, in,

1 upon, through, across and along the Leased Premises or any part thereof. Lessor also
2 reserves the right to grant franchises, easements, rights of way and permits in, over and
3 upon, along or across any and all portions of said Leased Premises as Lessor may elect;
4 provided, however, that no right of the Lessor provided for in this paragraph shall be
5 executed so as to interfere unreasonably with Lessee's use hereunder, or impair the
6 security of any secured creditor of Lessee. Lessor shall cause the surface of the Leased
7 Premises to be restored to its original condition (as they existed prior to any such entry)
8 upon the completion of any construction by Lessor or its agents. In the event such
9 construction renders any portion of the Leased Premises unusable, the rent shall abate
10 pro rata as to such unusable portion during the period of such construction. Any right of
11 Lessor set forth in this paragraph shall not be exercised unless a prior written notice of
12 ten(10) days is given to Lessee; provided, however, in the event such right must be
13 exercised by reason of emergency, then Lessor shall give Lessee such notice in writing
14 as is reasonable under the existing circumstances.

15 (b) Lessor reserves the right to further develop or improve the aircraft
16 operating area, including the heavy ramp of Jacqueline Cochran Regional Airport as it
17 deems appropriate. Lessor reserves the right to take any action it considers necessary
18 to protect the aerial approaches of the Jacqueline Cochran Regional Airport against
19 obstruction, together with the right to prevent the Lessee from erecting or permitting to
20 be erected, any building or other structure on the Jacqueline Cochran Regional Airport,
21 which in the reasonable opinion of Lessor, would limit usefulness of the Jacqueline
22 Cochran Regional Airport or constitute a hazard to aircraft.

23 (c) During the time of war or national emergency, Lessor shall have the
24 right to lease the landing area of the Jacqueline Cochran Regional Airport, or any part
25 thereof, to the United States Government for military use and, if such lease is executed,
26 the provisions of this Lease insofar as they are inconsistent with the provisions of such

1 lease to the Government, shall be suspended. In that event, a just and proportionate
2 part of the rent hereunder shall be abated, and the period of such closure shall be added
3 to the term of this Lease, or any extensions thereof, so as to extend and postpone the
4 expiration thereof unless Lessee otherwise elects to terminate this Lease.

5 (d) Notwithstanding any provisions herein, this Lease shall be
6 subordinate to the provisions of any existing or future agreement between Lessor and
7 the United States, relative to the operation or maintenance of the Jacqueline Cochran
8 Regional Airport, the terms and execution of which have been or may be required as a
9 condition precedent to the expenditure or reimbursement to County of Federal funds for
10 the development of said airport.

11 (e) This Lease is subject to the provisions set forth in Exhibit "E"
12 (Federally Required Lease Provisions), attached hereto and incorporated herein by this
13 reference.

14 **12. Inspection of Premises.** Lessor, through its duly authorized agents, shall
15 have, upon twenty-four hours' notice, during normal business hours, the right to enter
16 the Leased Premises for the purpose of inspecting, monitoring and evaluating the
17 obligations of Lessee hereunder and for the purpose of doing any and all things which it
18 is obligated and has a right to do under this Lease, provided that the inspection does not
19 unreasonably interfere with Lessee's business.

20 **13. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of
21 the Leased Premises so long as Lessee shall fully and faithfully perform the terms and
22 conditions that the Lessee is required to do under this Lease.

23 **14. Compliance with Government Regulations.** Lessee shall, at Lessee's
24 sole cost and expense, comply with the requirements of all local, state, and federal
25 statutes, regulations, rules, ordinances, and orders now in force or which may be
26 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all

1 rules and regulations of the Federal Aviation Administration. The final judgment, decree,
2 or order of any Court of competent jurisdiction, or the admission of Lessee in any action
3 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee
4 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the
5 Leased Premises, shall be conclusive of that fact as between Lessor and Lessee.

6 **15. Discrimination or Segregation**

7 (a) Lessee shall not discriminate in Lessee's recruiting, hiring,
8 promotion, demotion or termination practice on the basis of race, religious creed, color,
9 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status
10 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with
11 the provisions of the California Fair Employment and Housing Act (Government Code
12 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all
13 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as
14 amended, and all Administrative Rules and Regulations issued pursuant to said acts and
15 orders with respect to its use of the Leased Premises.

16 (b) Lessee shall not discriminate against or cause the segregation of
17 any person or group of persons on account of race, religious creed, color, national origin,
18 ancestry, sex, age, physical handicap, medical condition, or marital status in the
19 occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any
20 person claiming under or through Lessee, establish or permit any such practice or
21 practices of discrimination or segregation with reference to the selection, location,
22 number, use, or occupancy of any persons within the Leased Premises.

23 (c) Lessee assures that it will undertake an affirmative action program
24 as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race
25 creed, color, national origin, or sex be excluded from participating in any employment
26 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.

1 Lessee further assures that no person shall be excluded on these grounds from
2 participating in or receiving services or benefits of any program or activity covered herein
3 with respect to its use of the Leased Premises. Lessee further assures that it will require
4 that its subcontractors and independent contractors provide assurance to Lessee that
5 they similarly will undertake affirmative action programs and that they will require
6 assurances from their subcontractors and independent contractors, as required by 49
7 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

8 **16. Termination by Lessor.** Lessor shall have the right to terminate this Lease
9 in its entirety, in the event any of the following occur:

10 (a) In the event a petition is filed for voluntary or involuntary bankruptcy
11 for the adjudication of Lessee as debtors;

12 (b) In the event that Lessee sells, transfers, conveys or assigns its
13 interest in the Leased Premises (or any portion thereof) or in this Lease, or there is a
14 change in control of Lessee without Lessor approval pursuant to Section 25 below, or
15 Lessee's interest hereunder is assigned involuntarily or by operation of law for the benefit
16 of creditors;

17 (c) In the event of abandonment of the Leased Premises by Lessee;

18 (d) In the event that the Lessee fails to submit the Survey and
19 Description of the Leased Premises within ninety (90) days of the Effective Date of this
20 Lease as more particularly set forth in Section 2 herein;

21 (e) In the event Lessee fails, or refuses, to meet its rental obligations,
22 or any of its obligations hereunder, or as otherwise provided by law;

23 (f) With respect to the undeveloped phases, as provided for in Section
24 8(a), if Lessee fails to complete construction of any or all phases of the development
25 within the required time;

26

1 (g) Failure of Lessee to maintain insurance coverage required herein
2 and to provide evidence of coverage to the Lessor;

3 (h) Failure of the Lessee to require all tiers of sublessees and/or
4 contractors to indemnify the Lessor and to have appropriate insurance coverages and/or
5 failure by Lessee to monitor each sublessee and/or contractor for current and correct
6 Certificates of Insurance and required endorsements throughout the term of this lease;

7 (i) Lessee (or any successor in interest) assigns or attempts to assign
8 the Leased Premises or any of Lessee's rights in and to the Leased Premises or any
9 portion thereof or interest therein, or the Lease or any portion hereof, except as permitted
10 by this Lease;

11 (j) There is substantial change in the ownership of Lessee, or with respect
12 to the identity of the parties in control of Lessee, or the degree thereof contrary to the
13 provisions of Section 25 hereof;

14 (k) Lessee fails to submit any of the plans, drawings and related
15 documents required by this Lease by the respective dates provided in this Lease;

16 (l) There is any other material default by Lessee under the terms of this
17 lease which is not cured within the time provided herein;

18 (m) Lessee fails to commence construction of the improvements as
19 required by this Lease and such breach is not cured within the time provided in Section 8
20 of this Lease, provided that Lessee shall not have obtained an extension or postponement
21 in writing from Lessor to which Lessee may be entitled pursuant to Section 8 hereof; or

22 (n) Lessee abandons or substantially suspends construction of the
23 improvements and such breach is not cured within the time provided in Section 8 of this
24 Lease, provided Lessee has not obtained an extension or postponement to which Lessee
25 may be entitled to pursuant to Section 8 hereof.

26

1 **17. Termination by Lessee.** Lessee shall have the right to terminate this
2 Lease in the event any of the following occur:

3 (a) Lessor fails to perform, keep or observe any of its duties or obligations
4 hereunder; provided, however, that Lessor shall have thirty (30) days in which to correct
5 its breach or default after written notice thereof has been served on it by Lessee; further
6 provided, however, that in the event such breach or default is not corrected, Lessee may
7 elect to terminate this Lease in its entirety or as to any portion of the Leased Premises
8 affected thereby, and such election shall be given by an additional thirty (30) day written
9 notice to Lessor;

10 (b) Lessee is unable to obtain financing within 120 days of the Effective
11 Date to finance development of the improvements required in this Lease; or

12 (c) In the event Lessor leases the Leased Premises to the United States
13 Government for military use during a time of war or national emergency pursuant to
14 Section 11c herein for a period longer than nine (9) months.

15 **18. Holdover.** If Lessee fails to immediately surrender the Leased Premises
16 or any portion thereof at the expiration or termination of the Lease Term, then Lessee
17 shall pay Base Rent (on a per-month basis, without reduction for any partial month) at a
18 rate equal to 125% of the Base Rent applicable during the last calendar month of the
19 Lease Term. Unless otherwise agreed to in writing by the Parties, any such holdover
20 shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from
21 month-to-month. Lessor's acceptance of such rent shall not adversely affect Lessor's
22 other rights and remedies under the Lease, including Lessor's right to evict Lessee and
23 to recover all damages. In no event shall any holdover be deemed a permitted extension
24 or renewal of the Lease Term, and nothing contained in this Lease shall be construed to
25 constitute Lessor's consent to any holdover or give Lessee any right with respect to such
26 holdover.

1 **19. Default.**

2 (a) Failure or delay by either party to perform any term or provision of this
3 Lease constitutes a default under this Lease. The party who fails or delays must
4 commence to cure, correct or remedy such failure or delay and shall complete such cure,
5 correction or remedy with reasonable diligence.

6 (b) The injured party shall give written notice of default to the party in
7 default ("Notice of Default") pursuant to Section 39 below, specifying the default
8 complained of by the injured party. Failure or delay in giving such notice shall not
9 constitute a waiver of any default, nor shall it change the time of default. Except as
10 otherwise expressly provided in this Lease, any failures or delays by either party in
11 asserting any of its rights and remedies as to any default shall not operate as a waiver
12 of any default or of any such rights or remedies. Delays by either party in asserting any
13 of its rights and remedies shall not deprive either party of its right to institute and maintain
14 any actions or proceeding which it may deem necessary to protect, assert or enforce any
15 such rights or remedies.

16 (c) Except as otherwise provided herein, if a monetary event of default
17 occurs, prior to exercising any remedies hereunder, the injured party shall give the party
18 in default written notice of such default. The party in default shall have a period of seven
19 (7) calendar days after such notice is received or deemed received within which to cure
20 the default prior to exercise of remedies by the injured party.

21 (d) If non-monetary event of default occurs, prior to exercising any
22 remedies hereunder, the injured party shall give the party in default notice of such
23 default. If the default is reasonably capable of being cured within thirty (30) calendar
24 days after such notice is received or deemed received, the party in default shall have
25 such period to effect a cure prior to exercise of remedies by the injured party. If the
26 default is such that it is not reasonably capable of being cured within thirty (30) days after

1 such notice is received, and the party in default (1) initiates corrective action within said
2 period, and (2) diligently, continually, and in good faith works to effect a cure as soon as
3 possible, then the party in default shall have such additional time as is reasonably
4 necessary to cure the default prior to exercise of any remedies by the injured party, but
5 in no event no more than forty-five (45) days from receipt of such notice of default from
6 the injured party.

7 **20. Eminent Domain.** If any portion of the Leased Premises shall be taken by
8 eminent domain and a portion thereof remains which is usable by Lessee, in its
9 discretion, for the purposes set forth in Section 5 herein, this Lease shall, as to the part
10 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment
11 possession is obtained through a court of competent jurisdiction, whichever is earlier,
12 and the rent payable hereunder shall abate pro rata as to the part taken; provided,
13 however, in such event Lessor reserves the right to terminate this Lease as of the date
14 when title to the part taken vests in the condemnor or as of such date of prejudgment
15 possession. If all of the Leased Premises are taken by eminent domain, or such part be
16 taken so that the Leased Premises are rendered unusable for the purposes set forth in
17 Section 4 herein, this Lease shall terminate. If a part or all of the Leased Premises be
18 so taken, all compensation awarded upon such taking shall be apportioned between
19 Lessor and Lessee according to law.

20 **21. Hold Harmless/Indemnification.** Lessee shall indemnify and hold
21 harmless the County of Riverside, its Agencies, Districts, Special Districts and
22 Departments, their respective directors, officers, Board of Supervisors, elected and
23 appointed officials, employees, agents and representatives (the "Indemnified Parties")
24 from any liability whatsoever, including but not limited to, property damage, bodily injury,
25 or death, based or asserted upon any services of Lessee, its officers, employees,
26 subcontractors, agents or representatives arising out of or in any way relating to this

1 Lease and Lessee shall defend at its sole expense and pay all costs and fees, including
2 but not limited to, attorney fees, cost of investigation, defense and settlements or awards,
3 on behalf of the Indemnified Parties in any claim or action based upon such liability.

4 With respect to any action or claim subject to indemnification herein by Lessee,
5 Lessee shall, at Lessee's sole cost, have the right to use counsel of their choice and shall
6 have the right to adjust, settle, or compromise any such action or claim without the prior
7 consent of Lessor; provided, however, that any such adjustment, settlement or
8 compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to
9 the Indemnified Parties as set forth herein.

10 Lessee's obligation hereunder shall be satisfied when Lessee has provided Lessor
11 the appropriate form of dismissal relieving Lessor from any liability for the action or claim
12 involved.

13 The specified insurance limits required in this Lease shall in no way limit or
14 circumscribe Lessee's obligations to indemnify and hold harmless the Indemnified Parties
15 herein from third party claims.

16 In the event there is conflict between this clause and California Civil Code Section
17 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
18 shall not relieve the Lessee from indemnifying the Indemnified Parties to the fullest extent
19 allowed by law.

20 Lessee shall require each sub-lessee and/or contractor of every tier to indemnify
21 the County of Riverside relating to any claim(s) arising from their sub-lease and/or
22 contract. The holdover and indemnification obligation set forth herein shall survive the
23 expiration and termination of this Lease.

24
25 **22. Insurance.** Lessee shall procure and maintain or cause to be
26 maintained, at its sole cost and expense, the following insurance coverages during the

1 term of this Lease. These requirements, with the approval of the Lessor's Risk Manager,
2 may be modified to reflect the activities associated with the Lessee provided that any
3 changes are reasonable in nature and consistent with industry standards. The
4 procurement and maintenance of the insurance required below will not diminish or limit
5 Lessee's obligation to indemnify or hold the Lessor harmless. Lessee agrees to have in
6 place insurance coverage as it is required and applicable. This Section shall not be
7 construed to require Lessee to have all insurance required under this provision, in place
8 from the Commencement Date.

9 (a) Workers Compensation. Lessee shall maintain statutory Workers'
10 Compensation Insurance (Coverage A) as described by the laws of the State of
11 California. Policy shall include Employers' Liability (Coverage B) including Occupational
12 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
13 endorsed to provide a Waiver of Subrogation in favor of the County of Riverside its
14 Agencies, Districts, Special Districts, and Departments, their respective directors,
15 officers, Board of Supervisors, employees, elected or appointed officials, agents or
16 representatives.

17 (b) Airport General Liability. Lessee shall maintain Airport General
18 Liability Insurance coverage including, but not limited to, premises/operations liability,
19 contractual liability, products and completed operations liability, independent
20 contractors, personal and advertising injury liability covering all claims or lawsuits of any
21 nature whatsoever which may arise from or out of Lessee's performance under the terms
22 of the Lease. Policy shall name all the County of Riverside its Agencies, Districts,
23 Special Districts, and Departments, their respective directors, officers, Board of
24 Supervisors, employees, elected or appointed officials, agents or representatives as
25 Additional Insureds. Policy's limit of liability shall not be less than \$5,000,000 per
26 occurrence combined single limit and in the annual aggregate as applicable. The policy

1 shall be endorsed to provide Hangar Keeper's Legal Liability Insurance (Ground and In-
2 Flight) providing coverage for aircraft in the care, custody or control of the Lessee. Policy
3 shall include coverage for the Named Insured's use of unlicensed vehicles on Airport
4 Premises.

5 (c) Vehicle Liability. Lessee shall maintain liability insurance for all
6 owned, non-owned, or hired vehicles used in the performance of this Lease in an amount
7 not less than \$1,000,000 per occurrence combined single limit. The policy shall be
8 endorsed to name all the County of Riverside, its Agencies, Districts, Special Districts,
9 and Departments, their respective directors, officers, Board of Supervisors, employees,
10 elected or appointed officials, agents, or representatives. This coverage may be
11 included in the Airport General Liability policy. Proof of the foregoing coverage will be
12 required before issuing vehicle gate cards.

13 (d) Aircraft Hull and Liability Insurance.

14 1) Aircraft Hull - Lessee agrees to indemnify and hold harmless
15 the Lessor from any and all losses, claims, or damage to any aircraft owned by Lessee
16 and all losses, claims, or damage to any aircraft where Lessee has agreed under contract
17 to be responsible for any physical damage to the aircraft. Lessee hereby agrees that
18 this indemnification and hold harmless includes, but is not limited to, losses, claims or
19 damage to any of Lessee's aircraft caused directly or indirectly by the Lessor.

20 2) Aircraft Liability - Lessee shall provide Aircraft Liability
21 insurance for all owned and non-owned aircraft operated by the Lessee in an amount
22 not less than \$5,000,000 combined single limit per occurrence for bodily injury, including
23 death and property damage and coverage shall include, but is not limited to,
24 products/completed operations and contractual liability. Lessee shall provide Aircraft
25 Liability insurance for all owned and non-owned single engine piston aircraft operated by
26 the Lessee in an amount not less than \$1,000,000 combined single limit per occurrence

1 for bodily injury, including death and property damage and coverage shall include, but is
2 not limited to, products/completed operations and contractual liability. The
3 aforementioned policies shall be endorsed to name all The County of Riverside, its
4 Agencies, Districts, Special Districts, and Departments, its respective directors, officers,
5 Board of Supervisors, employees, elected or appointed officials, agents or representative
6 as Additional Insureds.

7 (e) Pollution Liability Insurance. Lessee shall, during the term of
8 this lease, maintain or caused to be maintained Commercial Automobile Liability
9 Insurance including an MCS-90 Endorsement covering all vehicles used to transport fuel
10 to the Airport for Lessee's operations with limits of not less than \$5,000,000 each
11 accident. If Lessee subcontracts this operation, then Lessee shall require the
12 subcontractor to maintain this insurance.

13 Lessee shall also maintain site-specific Pollution Liability Insurance,
14 covering both sudden and gradual pollution, with limits of not less than \$2,000,000 each
15 pollution condition and \$2,000,000 annual aggregate covering third party claims for
16 bodily injury, property damage and first and third party cleanup expense, for pollution
17 conditions occurring or discovered on-site whether in the soil, water or air, which arise
18 out of Lessee's activities at the Airport. The insurance shall include coverage for loss
19 arising out of the handling of fuel, including the transportation of fuel and refueling of
20 aircraft on-site, arising out of any storage tanks and associated piping, and arising out of
21 the operation, parking and maintenance of aircraft, vehicles on the premises and
22 operations that include any other hazardous materials, waste, and/or work. The policy
23 shall name Lessor as additional insured, and shall not contain a "non-insured v. insured"
24 exclusion. The policy shall not contain a deductible or self-insured retention higher than
25 \$25,000.

26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

(f) All Risk Property Insurance:

(1) All-Risk real and personal insurance coverage, including earthquake and flood if applicable, for the full replacement cost value of building, structures, fixtures, equipment, improvements/alterations and systems on the premises for property that the Lessee owns or is contractually responsible for. Policy shall include Business Interruption, Extra Expense, and Expediting Expense to cover the actual loss of business income sustained during the restoration period. Policy shall name the Lessor as a Loss Payee and provide a Waiver of Subrogation in favor of the Lessor.

(2) Boiler & Machinery insurance coverage on a full replacement cost value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. Policy shall name the Lessor as a Loss Payee and contain a Waiver of Subrogation in favor of the Lessor.

(3) Course of Construction Insurance. During the full term of construction of the planned improvements, Lessee shall purchase and maintain or cause to be maintained All Risk Builder's Risk insurance (Completed Value Form) including earthquake and flood for the entire Project, if applicable, including coverage for materials and supplies located on and offsite but to be part of, or used in the construction of, the completed Project. Policy shall also include as insured property, scaffolding, falsework, and temporary buildings located on the Project site, and the cost of demolition and debris removal. If the contractor or others insure scaffolding, falsework and temporary buildings separately, evidence of such separate coverage shall be provided to Lessor prior to the start of the work. The Course of Construction coverage limit of insurance shall equal or exceed the highest values exposed to loss at any one time during the project term. Policy

1 shall waive subrogation in favor of all Agencies, Districts, Special Districts, and
2 Departments of the County of Riverside, their respective directors, officers, Board of
3 Supervisors, employees, elected or appointed officials, agents or representatives.

4 (g) General Insurance Provisions – All Lines:

5 (1) Any insurance carrier providing insurance coverage
6 hereunder shall be admitted to the State of California unless waived, in writing, by the
7 County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:
8 VIII (A:8).

9 (2) Insurance deductibles or self-insured retentions must be
10 declared by the Lessee's insurance carrier(s), and such deductibles and retentions shall
11 have the prior written consent from the Lessor's Risk Manager. Upon notification of
12 deductibles or self-insured retentions unacceptable to the Lessor, and at the election of
13 the Lessor's Risk Manager, Lessee's carriers shall either: 1) reduce or eliminate such
14 deductibles or self-insured retentions as respects this Lease with the Lessor; or 2)
15 procure a bond which guarantees payment of losses and related investigations, claims
16 administration, and defense costs and expenses.

17 (3) Cause Lessee's insurance carrier(s) to furnish the Lessor
18 with either: 1) a properly executed original Certificate(s) of Insurance and certified
19 original copies of Endorsements effecting coverage as required herein; or 2) if requested
20 to do so in writing by the County Risk Manager, provide original certified copies of
21 policies including all Endorsements and all attachments thereto, showing such insurance
22 is in full force and effect. Further, said Certificate(s) and policies of insurance shall
23 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
24 be given to the County of Riverside prior to any material modification of coverage or
25 cancellation of such insurance. In the event of a material modification of coverage or
26 cancellation of such insurance, this Lease shall terminate forthwith, unless the Lessor

1 receives, prior to such effective date, another properly executed original Certificate of
2 Insurance and original copies of endorsements or, if requested, certified original policies,
3 including all endorsements and attachments thereto evidencing coverages set forth
4 herein and the insurance required herein is in full force and effect. Lessee shall not
5 commence operations until the Lessor has been furnished original Certificate(s) of
6 Insurance and certified original copies of endorsements or, if requested, policies of
7 insurance including all endorsements and any and all other attachments as required in
8 this Section. An individual authorized by the insurance carrier to do so on its behalf shall
9 sign the endorsements for each policy and the Certificate of Insurance.

10 (4) It is understood and agreed to by the parties hereto and the
11 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
12 and shall be construed as primary insurance, and the Lessor's insurance and/or
13 deductibles and/or self-insured retentions or self-insured programs shall not be
14 construed as contributory.

15 (5) Lessors Reserved Rights - Insurance. If during the term of
16 this Lease or any extension thereof, there is a material change in the scope of services
17 or performance of work the Lessor reserves the right to adjust the types of insurance
18 required under this Lease and the monetary limits of liability for the insurance coverages
19 currently required herein, if, in the Assistant County Executive Officer – TLMA
20 reasonable judgment, upon advice of the Lessor Risk Manager, the amount or type of
21 insurance carried by the Lessee has become inadequate. The Lessee agrees to notify
22 the Lessor of any plan or change of plan for the Lessee's operations and such notification
23 shall occur prior to implementing any such change.

24 Beginning July 1, 2026, and every fifth year thereafter during the
25 term of this Lease, or any extension thereof, Lessor reserves the right to adjust the
26 monetary limits of insurance coverage as required in Section 22.

1 (6) Lessee shall notify Lessor in writing of any claim made by a
2 third party or any incident or event that may give rise to a claim arising from this Lease.

3 **23. Insurance for Sublessees and Contractors.** Lessee shall require each of
4 its sublessees and contractors to meet all insurance requirements imposed by this
5 Lease. These requirements, with the approval of the Lessor's Risk Manager, may be
6 modified to reflect the activities associated with the sublessee or contractor. On every
7 sublease or contract the Lessee shall have the sublessee or contractor name the Lessee
8 and the Lessor by endorsement as an additional insured and/or have the sublessee or
9 contractor provide an endorsement waiving subrogation in favor of the Lessee and the
10 Lessor on every sublessee's or contractor's insurance policy, as applicable. Certificates
11 and endorsements evidencing compliance with this section will be provided to the Lessor
12 prior to the sublessee taking occupancy.

13 **24. Acceptance of Premises.** Prior to the commencement of the Lease Term,
14 Lessee, at Lessee's sole expense, shall have investigated and approved the physical
15 condition of, and the condition of title with respect to, the Leased Premises. Lessor has
16 provided to Lessee without any representation or warranty all information in Lessor's
17 possession or control regarding the condition of the Leased Premises, including
18 information concerning hazardous substances and seismic faulting.

19 Lessor makes no representation or warranty, expressed or implied, regarding any
20 conditions of the Leased Premises. Lessee acknowledges and agrees that Lessor
21 makes no representation or warranty, express or implied, written or oral, with respect to
22 the condition of the Leased Premises, or its fitness, or availability for any particular use.

23 Lessor makes no representations, express or implied, with respect to the legality,
24 fitness, or desirability of the Leased Premises for Lessee's intended use. If Lessee
25 desires to do so, Lessee shall have the right to conduct its own investigation, to its
26 satisfaction, with respect to any matters affecting Lessee's ability to use the Leased

1 Premises for Lessee's intended use. Lessee represents that it has inspected the Lease
2 Premises and acknowledges and agrees that the Leased Premises shall be delivered
3 from Lessor to Lessee in an "as is" physical condition, with no warranty, express or
4 implied by Lessor as to the presence of hazardous substances, or the condition of the
5 soil, its geology or the presence of known or unknown faults, and fully assumes any and
6 all risk associated with the use thereof. Lessor shall not be liable to Lessee, its officers,
7 agents, employees, subcontractors or independent contractors for any bodily injury,
8 personal injury or property damage suffered by them or others which may result from
9 hidden, latent or other dangerous conditions in, on upon or within the Leased Premises.
10 If the condition of the Leased Premises is not in all respects entirely suitable for the use
11 or uses to which such Leased Premises will be put, then it is the sole responsibility and
12 obligation of Lessee to place the Leased Premises in all respects in a condition entirely
13 suitable for the development thereof, solely at Lessee's expense. Effective at the
14 commencement of the Lease Term, Lessee waives, releases and discharges Lessor, its
15 Agencies, Districts, Special Districts and Departments, their respective directors,
16 officers, Board of Supervisors, Board of Commissioners, elected and appointed officials,
17 employees, agents, representatives and attorneys, from any and all present and future
18 claims, demands, suits, legal and administrative proceedings, and from all liability for
19 damages, losses, costs, liabilities, fees and expenses (including without limitation,
20 attorneys' fees) arising out of in any way connected with the Lessor's or Lessee's use,
21 maintenance, ownership or operation of the Leased Premises, any hazardous
22 substances on the Leased Premises, or the existence of hazardous substances
23 contamination in any state on the Leased Premises, however the hazardous substances
24 came to be placed there. Lessee acknowledges that it is aware of and familiar with the
25 provisions of Section 1542 of the California Civil Code which provides as follows:
26

1 "A general release does not extend to claims which the creditor does not know or
2 suspect to exist in his or her favor at the time of executing the release, which if known
3 by him or her must have materially affected his or her settlement with the debtor."

4 To the extent of the release set forth in this Section 24, Lessee hereby
5 waives and relinquishes all rights and benefits which it may have under Section 1542 of
6 California Civil Code.

7 Lessee Initials 

8 **25. Assignment and Subletting.**

9 (a) Lessee represents and agrees that its undertakings pursuant to this
10 Lease are for the purpose of providing maintenance services, and not for speculation in
11 land holding. Lessee further recognizes that the qualifications and identity of Lessee are
12 of particular concern to Lessor in light of the following: (1) the importance of the
13 development of the Leased Premises to the community; and (2) the fact that a change in
14 ownership or control of Lessee or any other act or transaction involving or resulting in a
15 significant change in ownership or control of Lessee, is for practical purposes a transfer
16 or disposition of the property then owned by Lessee. Lessee further recognizes that it is
17 because of such qualifications and identity that the Lessor is entering into the Lease with
18 Lessee. Therefore, no voluntary or involuntary successor in interest of Lessee, or a
19 sublessee, shall acquire any rights or powers under this Lease except as expressly
20 permitted herein.

21 (b) Lessee shall not assign or attempt to assign all or any part of this
22 Lease or any right or interest herein, nor make any total or partial sale, transfer,
23 conveyance or assignment of the whole or any part of the Lessee's interest in the Leased
24
25
26

1 Premises or the Improvements thereon, or sublet, mortgage, hypothecate or otherwise
2 transfer in any manner any of its rights, duties or obligations hereunder to any person or
3 entity without the prior written consent of Lessor being first obtained which consent shall
4 not be unreasonably withheld.
5

6 (c) This prohibition shall not be deemed to prevent the granting of
7 easements or permits to facilitate the development of the Leased Premises. Lessee shall
8 submit all documents pertaining to any such transaction referenced in the foregoing
9 paragraph to Lessor for approval prior to entering into such agreements. Lessee shall
10 submit executed subleases and all required certificates of insurance and endorsements
11 to insurance policies, as required herein, to Lessor for approval prior to sublessees
12 occupying the subleased premises.
13

14 (d) For the reasons cited above, Lessee represents and agrees for itself
15 and any successor in interest that without the prior written approval of the Lessor, there
16 shall be no significant change in the ownership of Lessee or in the relative proportions
17 thereof, or with respect to the identity of the parties in control of Lessee or the degree
18 thereof, by any method or means.
19

20 (e) Any sublease, assignment or transfer of this Agreement or any
21 interest herein, or significant change in ownership of Lessee, shall require the written
22 approval of the Lessor. Lessee shall promptly notify the Lessor of any proposed
23 subleases, and all changes whatsoever in the identity of the parties in control of Lessee
24 or the degree thereof, of which it or any of its officers have been notified or otherwise
25 have knowledge or information. This Lease may be terminated by the Lessor if there is
26

1 any significant change (voluntary or involuntary) in membership, management or control,
2 of Lessee (other than such changes occasioned by the death or incapacity of any
3 individual), or non-Lessor approved subleases. In the event of the death or incapacity of
4 any individual who controls Lessee or the managing member of Lessee, any resulting
5 change in the management of the Improvements or the control of the day-to-day
6 operations of the Leased Premises and the Improvements shall be subject to the approval
7 of the Assistant CEO/TLMA or designee, which shall not be unreasonably withheld.
8

9 (f) Assignments or transfers approved by the Lessor shall be evidenced
10 by the Lessee's, and assignee's execution of an assignment and assumption agreement
11 approved as to form and substance by Lessor. Subleases approved by the Lessor shall
12 be evidenced by subleases approved as to form and substance by Lessor.
13

14 (g) No such sublease, sale, transfer, conveyance or assignment of this
15 Lease or Lessee's interest in the Leased Premises (or any portion thereof), or approval
16 by the Lessor of any such sublease, sale, transfer, conveyance or assignment, shall be
17 deemed to relieve Lessee or any other party from any obligations under this Lease.
18

19 (h) The restrictions on assignment, transfer and subleasing contained in
20 this Section 25 shall be binding on any successors, or heirs of Lessee. The provisions of
21 this Section 25 shall apply to each successive assignment and transfer in the same
22 manner as initially applicable to Lessee under the terms set forth herein.
23

24 **26. Right to Encumber/Right to Cure.**

25 (a) Lessee's Right to Encumber. Notwithstanding provisions of Section
26 26 herein, Lessor does hereby consent to and agree that Lessee may encumber or

1 assign, or both, for the benefit of a senior lender ("Encumbrancer"), this Lease, the
2 leasehold estate and the improvements thereon (not including Lessor's fee title interest
3 in the Airport property) by a deed of trust, mortgage or other security-type instrument,
4 herein called "trust deed" to assure the payment of a promissory note evidencing a
5 construction loan for development of the improvements required herein by Lessee if the
6 Encumbrancer is an established bank, government lender, Small Business
7 Administration, savings and loan association or insurance company, and the prior written
8 consent of Lessor shall not be required:

9 (1) To a transfer of this Lease at foreclosure under the trust
10 deed, judicial foreclosure, or an assignment in lieu of foreclosure; or

11 (2) To any subsequent transfer of this Lease to the
12 Encumbrancer if the Encumbrancer is an established bank, savings and loan association
13 or insurance company, and is the purchaser at such foreclosure sale, or is the assignee
14 under an assignment in lieu of foreclosure; provided, however, that in either such event
15 the Encumbrancer forthwith gives notice to Lessor in writing of any such transfer, setting
16 forth the name and address of the Encumbrancer, the effective date of such transfer,
17 and the express agreement of the Encumbrancer assuming and agreeing to perform all
18 of the obligations under this Lease, together with a copy of the document by which such
19 transfer was made.

20 Any Encumbrancer described in Section 26(a)(2) above which is the transferee
21 under the provisions of Section 26(a)(1) above shall be liable to perform the obligations
22 and duties of Lessee under this Lease only so long as such transferee holds title to the
23 leasehold, and shall execute any documentation required by Lessor to memorialize
24 transfer and assumption of such Lease obligations.

25 Any subsequent transfer of this leasehold hereunder, except as provided
26 for in Section 26(a)(2) above, shall not be made without the prior written consent of

1 Lessor, in Lessor's sole discretion, and shall be subject to the conditions relating hereto
2 as set forth in Section 26 herein. Lessee shall give Lessor prior notice of any such trust
3 deed and shall accompany such notice with a conformed copy of the trust deed and note
4 secured thereby.

5 (b) Right of Encumbrancer to Cure. Lessor, upon providing Lessee with
6 any Notice of Default under this Lease, shall, at the same time, use good faith efforts to
7 provide a copy of such notice to every Encumbrancer who has given written notice to
8 Lessor of its desire to receive such default notices. From and after such notice has been
9 delivered to an Encumbrancer by Lessor, such Encumbrancer shall have the same
10 period for remedying the breach complained of as the cure period provided to Lessee
11 pursuant to Section 19, plus the additional cure period provided Encumbrancers as
12 specified in paragraph (c) below. Lessor shall accept performance by or at the instigation
13 of such Encumbrancer as if the same had been done by Lessee.

14 (c) Encumbrancer Cure Rights. Notwithstanding anything to the
15 contrary contained in this Lease, Lessor shall not terminate this Lease due to an uncured
16 default of Lessee unless, following expiration of Lessee's applicable cure period, Lessor
17 first provides each Encumbrancer that has provided Lessor with written a written request
18 to receive notification of Lessee defaults, not less than thirty (30) days' notice of its intent
19 to terminate if Lessee's default can be cured by the payment of money (a "Monetary
20 Default"), and not less than ninety (90) days' notice of its intent to terminate if Lessee's
21 Default is of another type (a "Non-monetary Default"), and an Encumbrancer fails to cure
22 such Monetary Default within thirty (30) days after receipt of such notice or an
23 Encumbrancer fails to cure or, an Encumbrancer fails to cure such Non-monetary Default
24 within ninety (90) days after receipt of such notice. If such Non-monetary Default cannot
25 reasonably be cured by such Encumbrancer within said ninety (90) day period (or is such
26 that possession of the Leased Premises is necessary for Encumbrancer to obtain

1 possession and to remedy the Default), the date for termination shall be extended for
2 such period of time as may be reasonably required to remedy such Default, but in no
3 event no longer than one hundred and twenty (120) calendar days after the date of the
4 initial notice to terminate the Lease delivered to Encumbrancer if, (a) Encumbrancer shall
5 have fully cured any default in the payment of any monetary obligations of Lessee under
6 this Lease within thirty (30) days after its receipt of notice of Lessor's intent to terminate,
7 and shall continue to pay on time such monetary obligations as and when the same are
8 due under the Lease, and (b) Encumbrancer continues its good faith and diligent efforts
9 to remedy such Non-monetary Default (including its acquisition of possession of the
10 Leased Premises if necessary to the cure of such Default). In no event shall the Lessor
11 be precluded from exercising remedies if its right become or are about to become
12 materially jeopardized by any failure to cure a default or the default is not cured within
13 ninety (90) calendar days after Lessor delivers to Encumbrancer the first notice of intent
14 to terminate the Lease.

15 Nothing in this Section 26 shall be construed to require an Encumbrancer
16 to continue any foreclosure proceeding it may have commenced against Lessee after all
17 defaults have been cured by Encumbrancer or Lessee, and if such Defaults shall be
18 cured and the Encumbrancer shall discontinue such foreclosure proceedings, this Lease
19 shall continue in full force and effect as if Lessee had not defaulted under this Lease.
20 Subject to Section 27 below, Encumbrancer shall have right to hazard insurance
21 proceeds resulting from damage to improvements up to and including the balance due
22 Lender or any Loan to Lessee secured by the Leased Premises.

23 **27. Damage or Destruction.**

24 (a) In the event any of the improvements are damaged by an insured
25 casualty, Lessee shall promptly remove the debris resulting from such event, and within
26 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration

1 of the improvements so damaged to their condition immediately prior to such casualty,
2 such repair or restoration to be performed in accordance with all provisions of this
3 Lease.

4 (b) In the event any of the Improvements are damaged by an uninsured
5 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements
6 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting
7 from such event, and within a reasonable time thereafter shall either (i) repair or restore
8 the improvements so damaged to the extent economically feasible, such repair or
9 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect
10 other Improvements in such location, provided all provisions of this Lease are complied
11 with to the extent economically feasible, or (iii) if the damage occurs during the last 5
12 years of the Lease, demolish the damaged portion of such improvements, restore any
13 remaining improvements to an architectural whole, remove all rubbish, and pave or plant
14 grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition.
15 Lessor shall have the option to choose among the aforesaid alternatives, subject to rights
16 of permitted Encumbrancers secured by the Lease but Lessee shall be obligated to
17 perform one of such alternatives. Lessee shall give notice to Lessor within a reasonable
18 time of which alternative it elects.

19 Except as expressly provided in this Lease, no deprivation,
20 impairment, or limitation of use resulting from any damage or destruction or event or
21 work contemplated by this Section 27 shall entitle Lessee to any offset, abatement, or
22 reduction in Rent, nor to any termination or extension of the Term hereof.

23 **28. Lessor's Nonresponsibility.**

24 Notwithstanding any language to the contrary herein, during the Term of this
25 Lease, including any extensions, Lessor shall not be required to maintain or make any
26

1 repairs or replacements of any nature or description whatsoever to the Leased
2 Premises or the Improvements thereon.

3 **29. Estoppel Certificate.** Each party shall, at any time during the term of the
4 Lease, within ten (10) days of written Notice (or as soon as reasonably possible) from
5 the other party, execute and deliver a statement in writing certifying that this Lease is
6 unmodified and in full force and effect, or if modified, stating the nature of such
7 modification. The statement shall include other details requested by the other party as
8 to the date to which rent and other charges have been paid, and the knowledge of the
9 other party concerning any uncured defaults with respect to obligations under this Lease
10 and the nature of such defaults, if they are claimed. Any such statement may be relied
11 upon conclusively by any prospective purchaser, Encumbrancer, or Sublessee of the
12 Demised Premises, the building or any portion thereof.

13 **30. Toxic Materials.**

14 During the term of this Lease and any extensions thereof, (including exercise of
15 the Option), Lessee shall not violate any federal, state, or local law, or ordinance or
16 regulation relating to industrial hygiene or to the environmental condition on, under or
17 about the Leased Premises including, but not limited to, soil, air, and groundwater
18 conditions. Further, Lessee, its successors, assigns and Sublessee shall not use,
19 generate, manufacture, produce, store or dispose of on, under, or about the Leased
20 Premises or transport to or from the Leased Premises any flammable explosives,
21 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious
22 materials, whether injurious by themselves or in combination with other materials
23 (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials
24 shall include, but not be limited to, substances defined as "hazardous substances,"
25 "hazardous materials," or "toxic substances" in the Comprehensive Environmental
26 Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section

1 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et
2 seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.;
3 and those substances defined as "hazardous wastes" in Section 25117 of the California
4 Health and Safety Code or as "hazardous substances" in Section 25316 of the California
5 Health and Safety Code; and in the regulations adopted in publications promulgated
6 pursuant to said laws now and in the future.

7 **31. National Pollution Discharge Elimination System (NPDES) Permit.**

8 Lessee acknowledges, understands and agrees that it shall comply with California State
9 Water Resources Control Board general permit requirements now and in the future
10 relating to storm water discharges associated with activities such as aircraft
11 rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing.
12 Lessee further acknowledges, understands and agrees that it shall participate as a co-
13 permittee under said general permit, participate in the Jacqueline Cochran Regional
14 Airport Storm Water Pollution Prevention Plan (SWPPP) as noted in Exhibit "F",
15 attached hereto and by this reference made a part of this Lease, including without
16 limitation, the Best Management Practices, Best Available Technology Economically
17 Achievable, and Best Convention Pollutant Control Technology.

18 **32. Free from Liens.** Lessee shall pay, when due, all sums of money that may
19 become due for any labor, services, material, supplies, or equipment, alleged to have
20 been furnished or to be furnished to Lessee, in, upon, or about the Leased Premises,
21 and which may be secured by a mechanics, materialmen's or other lien against the
22 Leased Premises or Lessor's interest therein, and will cause each such lien to be fully
23 discharged and released at the time the performance of any obligation secured by such
24 lien matures or becomes due; provided, however, that if Lessee desire to contest any
25 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
26 reduced to final judgment, and such judgment or such process as may be issued for the

1 enforcement thereof is not promptly stayed, or is so stayed, and said stay thereafter
2 expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

3 Lessee shall not encumber Lessor's fee estate in the Airport property with any
4 mortgage. Lessee shall not place, or allow to be placed, against the Airport property or
5 any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by
6 this Lease. In addition, Lessee shall remove, or shall have removed, any levy or
7 attachment made on title to the leasehold estate created by this Lease and/or the Airport
8 property (or any portion thereof), or shall assure the satisfaction thereof within a
9 reasonable time but in any event prior to a sale thereunder. Under no circumstances
10 whatsoever shall the Lessee allow any security instruments to be recorded against the
11 Lessor's fee interest in the Airport property.

12 **33. Employees and Agents of Lessee.** It is understood and agreed that all
13 persons hired or engaged by Lessee shall be considered to be employees or agents of
14 Lessee and not of Lessor. It is expressly understood and agreed that Lessee (including
15 its employees, agents and subcontractors) shall in no event be entitled to any benefits
16 to which Lessor employees are entitled, including but not limited to overtime, any
17 retirement benefits, worker's compensation benefits, and injury leave or other leave
18 benefits. There shall be no employer-employee relationship between the parties, and
19 Lessee shall hold Lessor harmless from any and all claims that may be made against
20 Lessor based upon any contention by a third party that an employer-employee
21 relationship exists by reason of this Lease.

22 **34. Binding on Successors.** Lessee, its assigns and successors in interest,
23 shall be bound by all the terms and conditions contained in this Lease, and all of the
24 parties thereto shall be jointly and severally liable hereunder.

25 **35. Waiver of Performance.** Any waiver by Lessor of any breach of any one
26 or more of the terms of this Lease shall not be construed to be a waiver of any

1 subsequent or other breach of the same or of any other term of this Lease. Failure on
2 the part of Lessor to require exact, full and complete compliance with any terms of this
3 Lease shall not be construed as in any manner changing the terms or preventing Lessor
4 from enforcement of the terms of this Lease.

5 **36. Severability.** In the event any provision of this Lease is held by a court of
6 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
7 never the less continue in full force without being impaired or invalidated in any way.
8

9 **37. Jurisdiction and Venue.** This Lease is construed under the laws of the
10 state of California. The Parties agree to the jurisdiction and venue of the Superior Court
11 in the County of Riverside, state of California. Any action at law or in equity brought by
12 either of the parties hereto for the purpose of enforcing a right or rights provided for by
13 this Lease shall be tried in a Court of competent jurisdiction in the County of Riverside,
14 State of California, and the parties hereby waive all provisions of law providing for a
15 change of venue in such proceedings to any other County.

16 **38. Attorney's Fees.** In the event of any litigation or arbitration between
17 Lessee and Lessor to enforce any of the provisions of this Lease or any right of either
18 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the
19 successful party all costs and expenses, including reasonable attorney's fees, incurred
20 therein by the successful party, all of which shall be included in and as a part of the
21 judgment or award rendered in such litigation or arbitration.

22 **39. Notices.** Any notices required or desired to be served by either party upon
23 the other shall be addressed to the respective parties as set forth below:

24 COUNTY

25 County of Riverside
26 Aviation Division
4080 Lemon Street, 14th floor
Riverside, CA 92501

LESSEE

Affordable Avionics
7000 Merrill Avenue, Box 18,
Chino, CA 91710
Attn: Deepun Desai

1 Attn: TLMA – Aviation Division

2
3 or to such other addresses as from time to time shall be designated by the respective
4 parties. A change of notification address is required in writing and must be delivered to
5 the other party.

6 Formal notices, demands and communications between Lessor and Lessee shall
7 be sufficiently given if dispatched by registered or certified mail, postage prepaid, return
8 receipt requested, to the principal offices of the Lessor and Lessee, as designated in this
9 Section 39. Any notice that is transmitted by electronic facsimile transmission followed
10 by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice
11 that is personally delivered (including by means of professional messenger service,
12 courier service such as United Parcel Service or Federal Express, or by U.S. Postal
13 Service), shall be deemed received the day after the documented date of delivery; and
14 any notice that is sent by registered or certified mail, postage prepaid, return receipt
15 required shall be deemed received on the second day of delivery.

16 Lessor shall use good faith efforts to deliver copies of any notices of default
17 delivered to Lessee to the Encumbrancer, at such addresses for receipt of notice as shall
18 be provided to the Lessor in writing.

19 **40. Paragraph Headings.** The paragraph headings herein are for the
20 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
21 any manner affect the scope, meaning or intent of the provisions or language of this
22 Lease.

23 **41. No Partnership.** Nothing contained in this Lease shall be deemed or
24 construed to create a lending partnership, other partnership, joint venture, or any other
25 relationship between the parties hereto other than Lessor and Lessee according to the
26 provisions contained herein, or cause Lessor to be responsible in any way for the debts
or obligations of Lessee, or any other party.

1 **42. Non-liability of Lessor Officials and Employees.** No member,
2 official, employee or consultant of Lessor shall be personally liable to the Lessee, or any
3 successor in interest, in the event of any default or breach by the Lessor or for any
4 amount which may become due to the Lessee or to its successor, or on any obligations
5 under the terms of this Lease.

6 **43. Acknowledgment of Lease Memorandum by County.** Upon the
7 Commencement Date, if requested in writing by Lessee, the parties shall execute and
8 thereafter record with the County Recorder of the County of Riverside, a Memorandum
9 of Lease, conforming in form and substance to Exhibit G, attached hereto and
10 incorporated herein by this reference, giving notice of the existence of the Lease and the
11 Term hereof.

12 **44. Agent for Service of Process; Lessee Authority to Enter into Lease.**

13 (a) It is expressly understood and agreed that, in the event Lessee is not a
14 resident of the State of California or it is an association or partnership without a member
15 or partner resident of the State of California, or it is a foreign corporation, then in any
16 such event, Lessee shall file with County's clerk, upon its execution hereof, a designation
17 of a natural person residing in the State of California, giving his or her name, residence
18 and business addresses, as its agent for the purpose of service of process in any court
19 action arising out of or based upon this Lease, and the delivery to such agent of a copy
20 of any process in any such action shall constitute valid service upon Lessee. It is further
21 expressly understood and agreed that if for any reason service of such process upon
22 such agent is not feasible, then in such event Lessee may be personally served with
23 such process out of this County and that such service shall constitute valid service upon
24 Lessee. It is further expressly understood and agreed that Lessee is amenable to the
25 process so served, submits to the jurisdiction of the Court so obtained and waives any
26 and all objections and protests thereto.

1 (b) Lessee is a limited partnership or corporation duly formed and in good
2 standing under the laws of the State of California, has full legal right, power, and authority
3 to enter into this Lease and to carry out and consummate all transactions contemplated
4 by this Lease, and by appropriate action has duly authorized the execution and delivery
5 of this Lease. Further, Lessee will take those actions required to remain in good standing
6 under the laws of the state of California during the term of this Lease.

7 **45. FAA Consent to Lease.** Lessee acknowledges that Jacqueline Cochran
8 Regional Airport was transferred to the Lessor by the Federal Government and, as such,
9 may require FAA consent to the Lease. If so required, the Federal government's
10 approval shall be considered a condition precedent under this Lease.

11 **46. Entire Lease.** This Lease, including any attachments, exhibits or
12 addendums constitutes the entire agreement of the Parties with respect to its subject
13 matter and is intended by the parties hereto as a final expression of their understanding
14 with respect to the subject matter hereof and as a complete and exclusive statement of
15 the terms and conditions thereof and supersedes any and all prior and contemporaneous
16 leases, agreements and understandings, oral or written, in connection therewith. This
17 Lease may only be changed or modified by a written amendment signed by authorized
18 representatives of both Parties.

19 **47. Construction of Lease.** The Parties hereto negotiated this Lease at arm's
20 length and with the advice of their respective attorneys, and no provisions contained
21 herein shall be construed against County solely because it prepared this Lease in its
22 executed form.

23 **48. Effective Date.** The effective date ("Effective Date") of this Lease is the
24 date this Lease is executed by the Chairman of the County of Riverside Board of
25 Supervisors.

26

1 IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth
2 below.

3 LESSOR:
4 COUNTY OF RIVERSIDE, a
5 Political Subdivision of the State of
6 California

LESSEE:
AFFORDABLE AVIONICS INC.,
a California corporation

7 By: Karen S. Spiegel
8 Karen Spiegel, Chair
9 Board of Supervisors

By: [Signature]
Deepun Desai, President

10 Date: JUL 27 2021

Date: 7/8/2021

11
12 ATTEST:
13 Kecia Harper
14 Clerk of the Board

15 By: [Signature]
16 Deputy

17
18 APPROVED AS TO FORM:
19 Gregory P. Priamos, County Counsel

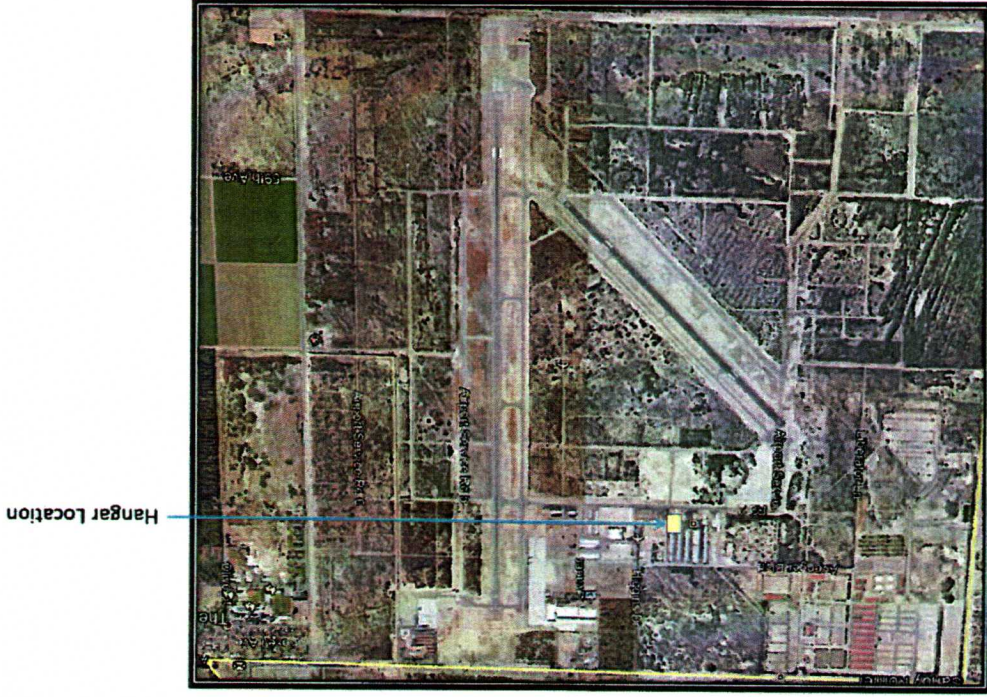
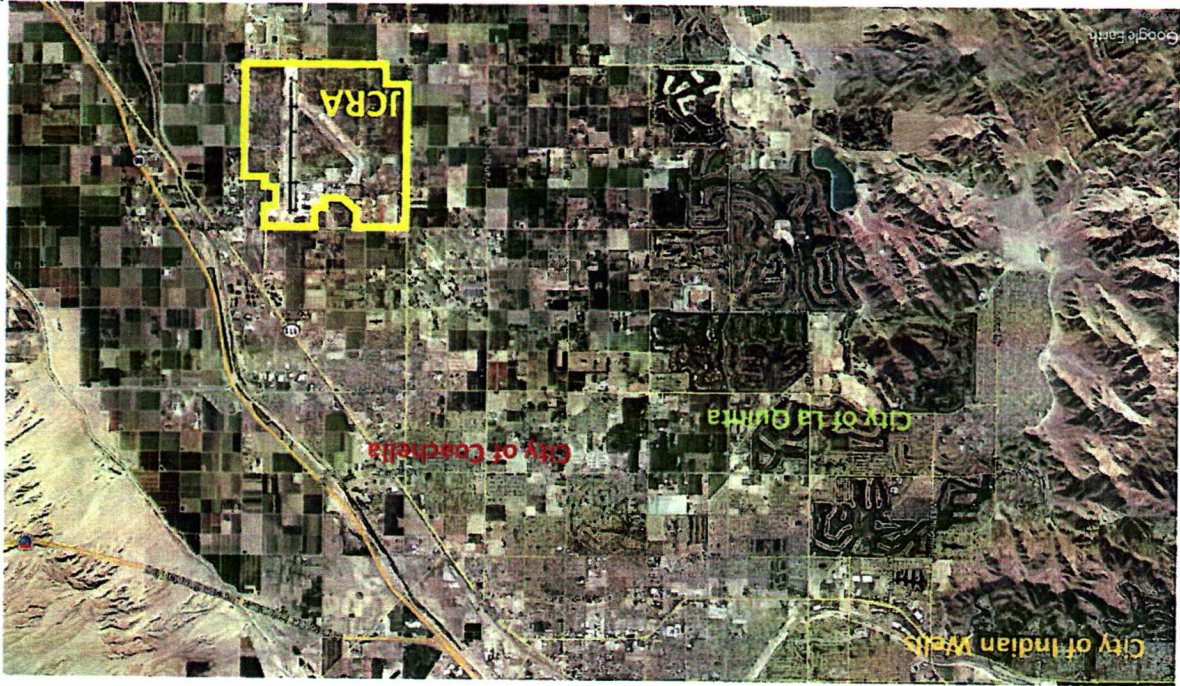
20
21 By: [Signature]
22 Wesley Stanfield
23 Deputy County Counsel
24
25
26

1 Attachments:

- 2 1. Exhibit A-1: Site Map
- 3 2. Exhibit A-2: Hangar Depiction
- 4 3. Exhibit B-1: Legal Description
- 5 4. Exhibit B-2: Plat Map
- 6 5. Exhibit C: Sublease Status Report
- 7 6. Exhibit D: Phasing Schedule
- 8 7. Exhibit E: Federally Required Lease Provisions
- 9 8. Exhibit F: Storm Water Pollution Prevention Plan
- 10 9. Exhibit G: Memorandum of Lease Form
- 11 10. Exhibit H: Site Plan (to provided later by Lessee)

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

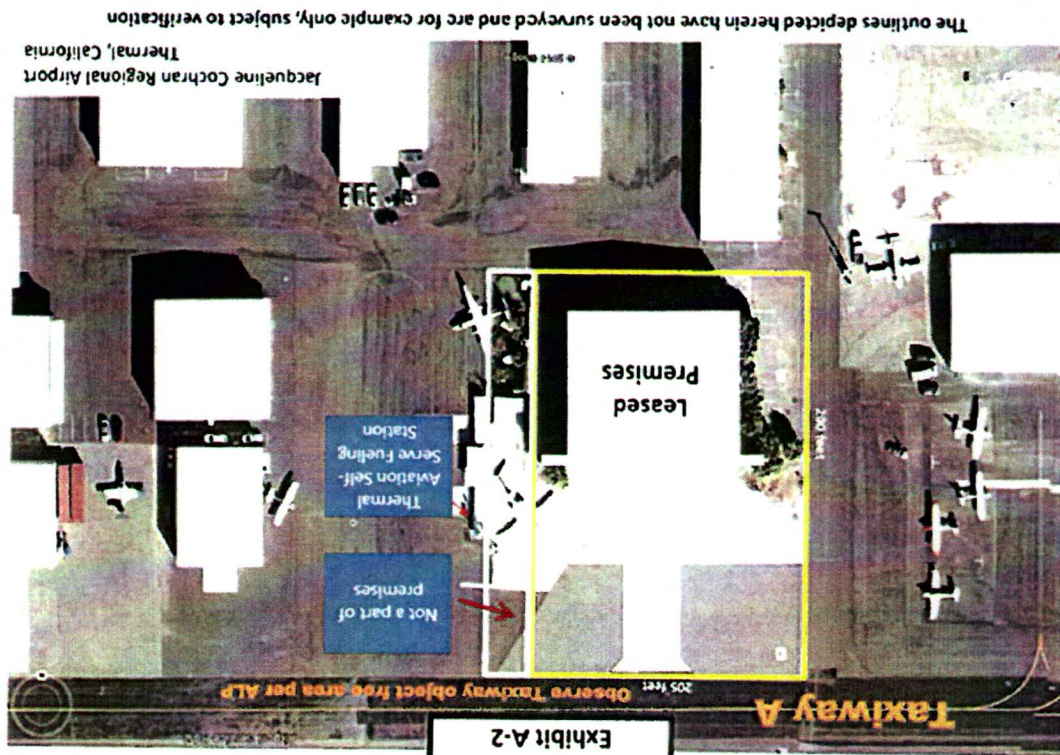
Exhibit A-1
Site Map



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Exhibit A-2 Hangar Depiction



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Exhibit B-1
Legal Description

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

Following this page

Exhibit B-1
Legal Description

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

**Exhibit B-2
Plat Map**

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

Following this page

Exhibit B-2- Plat Map

**Exhibit C
Sublease Status Report**

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

Following this page

Exhibit C – Sublease Status Report

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT C

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

1 **Exhibit D**
2 **Phasing Schedule**

3 Affordable Avionics Inc., (AAI), the Tenant, shall accomplish all improvements as defined in the
4 lease according the following schedule:

- 5 1. Project I – Construction of a 1200 –1250 Sq Ft. Exterior office on the North Side of the
6 Hangar Building and shall include two small offices, one large work area for fabrication
7 of wiring harnesses, one restroom and a secure parts storage and check out area.
- 8 2. Project II- Additions of 230V, 2 Phase electrical service and outlets to connect ground
9 power units for aircraft.
- 10 3. Project III – Upgrade the Aircraft Apron area attached to the south side of the Green
11 Hangar and consisting of an approximate 9,700 square foot area. Project will include
12 removal and replacement of subbase and a 6- inch reinforced concrete tarmac.

13 **PROJECT I**

- 14 • Within 60 of the date of approval of the Survey, and within one (1) year of the Effective
15 Date of the Lease, AAI shall submit a Site plan showing the location and dimensions of
16 the planned improvements for approval to the County of Riverside TLMA, Aviation
17 Division.
- 18 • Within 90 days of the approval of the Site Plan, AAI. shall make application to the
19 County for a building permit.
- 20 • Construction for Project I. shall commence within 60 days of the issuance of the building
21 permit and shall be completed within 36 months of approval from the County.

22 **PROJECT II**

- 23 • Project II shall be completed within 12 months of the effective date of the lease.

24 **PROJECT III**

- 25 • Project III shall be done in two or three phases at Tenant's option.
- 26 • Within 60 days of receiving the approval of the site survey, AAI shall submit the plans
and specification for the proposed work and proposed phasing for the required ramp
upgrade for approval of the county of riverside TLMA, Aviation Division.
- Each proposed phase shall be coordinated so as to minimize impact to access and
continuing operations required by the Tenant.
- The approximately 9,700 square feet of ramp improvements as required under the lease
shall be completed within 24 months of approval of Tenant's construction drawings and
phasing plan.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Exhibit E
Federally Required Lease Provisions

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

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 Hemet-Ryan 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 Hemet-Ryan 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Exhibit F
Storm Water Pollution Prevention Plan

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

Following this page

Exhibit F – Storm Water Pollution Prevention Plan

Airport California Monitoring Group

Stormwater Pollution Prevention Plan

Jacqueline Cochran Regional Airport

56 850 Higgins Street
Thermal, CA 92274

WDID Number: 733I006138

Preparation Date: July 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
1/1/17	DAR	Dave English removed – passed away	V. Powszok
1/1/17	LRP	Daryl Shippy removed – retired	V. Powszok
1/1/17	SWPPP Team	Daniel Vasquez added, Dave English removed Tim Miller added, Daryl Shippy removed	V. Powszok
1/1/17	Section 3.2	Updated GPS coordinates for Outfall	V. Powszok
1/1/17	Section 4.0	Updated as per ACMG recommendations	V. Powszok
1/1/17	Section 4.1	Updated Ross Tradition to Ross Aviation – Name Change Included Desert Jet Center – new tenant	V. Powszok
1/1/17	Section 4.2	Updated Ross Tradition to Ross Aviation – Name Change Included Desert Jet Center – new tenant Included aircraft washing	V. Powszok
1/1/17	Section 4.3	Included Potential Non-Industrial Sources	V. Powszok
1/1/17	Section 4.7	Updated as per ACMG recommendations	V. Powszok
1/1/17	Section 5.1	Updated applicable additions	V. Powszok
1/1/17	Section 5.2	Updated applicable additions	V. Powszok
1/1/17	Section 5.3	Updated applicable additions	V. Powszok
1/1/17	Section 5.6	Updated applicable additions	V. Powszok
1/1/17	Section 7.0	Included aircraft washing	V. Powszok
1/1/17	Section 10.0	Updated LRP and Title	V. Powszok
10/10/18	LRP	Tim Miller removed, Liliانا Valle added	V. Powszok
10/10/18	Section 1.0	Change telephone number for LRP	V. Powszok
10/10/18	Section 1.0	Change title for DAR	V. Powszok
10/10/18	Section 2.0	Change telephone number for LRP	V. Powszok
10/10/18	Section 2.0	Change title for DAR	V. Powszok

Revision Date	Section Revised	Purpose of Revision	Revised By
10/10/18	Section 3.2	Change to Sampling Location #1 and add statement	V. Powszok
10/10/18	Section 4.0	Added more detailed explanations to Narrative Assessment of Potential Pollutant Sources	V. Powszok
10/10/18	Section 4.1	Updated typical fuel storage quantities for Fuel Farm and Trucks	V. Powszok
10/10/18	Section 4.2	Removed aircraft washing station – no designated areas on airport	V. Powszok
10/10/18	Section 4.5	Updated Significant Spills and Leaks with Jet Fuel Spill on heavy ramp	V. Powszok
10/10/18	Section 4.7	Updated with correct airport name	V. Powszok
10/10/18	Section 7.0	Removed aircraft washing BMP – no designated areas on airport	V. Powszok
10/10/18	Section 8.3	Added copies of MVO and SEVO forms	V. Powszok
10/10/18	Section 9.0	Added Completed ACFCE form	V. Powszok
10/10/18	Section 10.0	Updated LRP name and title	V. Powszok
10/10/18	Appendix A	Updated maps	V. Powszok
10/10/18	Appendix B	Updated COC form	V. Powszok
10/10/18	Appendix D	Added Appendix for MVO and SEVO forms	V. Powszok
4/1/20	Section 3.2	Updated Site Map location	V. Powszok
4/1/20	Throughout	Removed all references to Signature Flight Support – property sold to TRM Holdings, LLC, dba Ross Aviation (South), executed on 11/19/19.	V. Powszok
4/1/20	Throughout	All references to existing Ross Aviation will now be referred to as Ross Aviation (North).	V. Powszok
4/1/20	Section 4.0	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.1	Removed Signature Flight Support Fuel Truck – now referred to as Ross Aviation (South) Fuel Truck	V. Powszok
4/1/20	Section 4.1	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.2	Locations and maps clarified throughout section	V. Powszok
4/1/20	Section 4.2	Added Desert Jet Center Maintenance Hangar, completed February 2020	V. Powszok
4/1/20	Section 5.1	Clarified Ross Aviation as Ross Aviation (North)	V. Powszok

4/1/20	Section 5.1	Location of Retention Basin clarified	V. Powszok
4/1/20	Section 5.6	Airport Manager changed to County Airport Manager through section	V. Powszok
4/1/20	Section 5.7	Airport Manager changed to County Airport Manager through section	V. Powszok
4/1/20	Section 6.0	Storm Water Containment map location clarified	V. Powszok
4/1/20	Appendix A	Updated Site Maps, adding drainage and flow of water, requiring complete update to the way Industrial Areas are referred to.	V. Powszok
7/23/20	Section 4.1	Added California Hwy Patrol Jet A Fuel Tank to list	V. Powszok
7/23/20	Section 4.2	Added California Hwy Patrol Jet A Fuel Tank	V. Powszok
7/23/20	Appendix A	Updated Site Maps, adding California Hwy Patrol Jet A Fuel Tank (A-1, A-2, A-3)	V. Powszok
7/23/20	Appendix C	Added Best Management Practices for California Hwy Patrol	V. Powszok
4/8/21	LRP	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 2.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Section 10.0	Liliana Valle removed; Angela Jamison added	V. Powszok
4/8/21	Appendix C	Updated all BMP's	V. Powszok

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.

2.1 FACILITY INFORMATION

WDID #	7331006138
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
Angela Jamison	County Airports Manager	951-529-8195

Duly Authorized Representative(s)

Name	Title	Contact Number
Vicki Powszok	Development Specialist III/Airports	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
Angela Jamison	County Airports Manager	951-529-8195	LRP, Oversees implementation
Edgar Ocampo	Ops and Maintenance Worker	951-538-5164	Sample collection, all observations
Vicki Powszok	Development Specialist III/ Airports	951-538-9629	DAR, data entry, annual reports
Daniel Vasquez	Ops and Maintenance Worker	951-212-0496	Observations

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 A

3.1 Site Stormwater Drainage

Airport Operations Area Description

Industrial activity is confined to aircraft parking ramp for refueling activities and water flows to the various retention basins on the airport.

General Drainage Discussion

Airport stormwater flow is described on Site Map A-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. If there is a discharge from the basins, an upstream sample location has been identified that represents storm water flows from industrial activity areas.

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 A-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
Sampling Location #1	33° 37' 15.79"N, 116° 09' 29.34"W Runoff from all industrial activity occurring at the airport consists of aircraft maintenance, aircraft fueling and fuel storage.	Y

Narrative Sample Reduction Justifications per Section 3.2:

An Alternate sampling location can be collected up stream of Outfall #1. There is a possibility of Outfall #1 discharging during a severe storm; however the sample collected there would be impacted by offsite runoff as well as runoff from non-industrial areas. Therefore the sample collection location has been moved "upstream" to location past first detention system that collects runoff from all industrial activity occurring at the airport. We will only sample if discharging off-site at actual Outfall location.

4.0 NARRATIVE ASSESSMENT OF POTENTIAL POLLUTANT SOURCES

The following SWPPP section includes a narrative description of potential pollutant sources and the potential pollutants that may be exposed to stormwater discharges and authorized non-storm water discharges.

Potential Pollutant Source/Activity

The industrial Activities at the Airport consist of:

- Aircraft fueling/Fuel Storage
- Aircraft maintenance
- Equipment Storage

Each process is discussed in full below:

AIRCRAFT FUELING

Aircrafts are fueled by trucks specifically designed to meet aviation fueling handling safety and quality control requirements. Aircraft fueling is conducted on paved ramp areas on the North side of the Airport. These areas are noted on the Site Map and are lettered A through D. Fuel and oil are stored in various locations on the Airport property and fall under the responsibility of the FBOs. Fuel and oil storage locations are noted on the Site Map A-2, and are indicated as areas A1, B1, C1, C2 and D2.

Fuel Type(s): 100 LL Avgas and Jet Fuel

Fuel characteristics: *100 low lead Avgas:* Colored flammable liquid that is gasoline based; *Jet Fuel:* Colorless to pale straw flammable liquid that is kerosene based. (MSDS for specific fuels used are kept on site.)

Typical Fueling Quantity and Storage Quantity of Aviation Fuel: Fuel trucks store product in single wall aluminum or steel tanks. Aircrafts store fuel in aluminum tanks or rubble bladders. Fuel trucks vary in capacity with the largest containing approximately 5,000 gallons. The total quantity aviation fuel carried by fuel trucks at the Airport is as follows: Jet Fuel: 35,000 gallons; Avgas: 1,500 gallons.

Double wall, above ground tanks are used to store 100 LL Avgas and Jet Fuel. Above ground storage capacity is 12,000 gallons for each Fuel sold.

Describe fuel receiving and loading procedures:

Aviation fuel is received in bulk via tanker trucks. Fuel is pumped directly into storage tanks from the delivery vehicle through a closed system.

Fuel containment and associated Fuel Best Management Practices (BMP): Due to the Airport's history of clean stormwater sampling, the following is a list of current BMP's that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

- Fueling operations (including transfer of fuel to tank trucks) is conducted on an impervious or contained pad.
- Fuelers use fueling hoses with check valves to prevent hose drainage after fueling.

- Spill kits are provided on fuel truck, at fuel stations, in each FBO and at strategic locations.
- Each kit has a minimum of loose absorbents, pigs, broom and shovel, and personal protective equipment.
- Any spills and leaks are cleaned up as soon as possible and clean up materials are readily available.
- Dry clean up methods are used for fueling areas rather than hosing down the fuel area.
- Curbing and posts surround the fuel pumps in an effort to prevent collisions from vehicles.
- "Topping off" of the fuel in the receiving equipment is not permitted.
- Annual training by the FBO line supervisor is done for all personnel involved in the fueling process.
- Above ground storage tanks are installed on an impervious concrete slab. Secondary containment provided by a continuous concrete curb around the perimeter of the fuel storage area.
- All tanks are equipped with high level detection sensors and alarms.
- Larger spills are contained through the use of absorbent pads, absorbent materials and dikes. Larger spills occurring in the fuel storage area will be contained by the concrete slab and curb.
- Airport Administration is notified as soon as possible of any spills exceeding 5 feet in any direction or a spill that has entered the storm drainage system.

Observations/Inspections: Daily inspections and preventive maintenance is done on fuel storage tanks to detect potential leaks before they occur. Spill kits are inspected monthly and items replaced as needed. The FBO line service employees are responsible for this and keep all associated records.

Potential pollutant source and pollutants: The potential pollutant source is the daily transfer of fuel, runoff from fueling area, truck leaks, and any related vehicle maintenance. The potential pollutant from the aircraft fueling process is aviation fuel (specifically Avgas and Jet A fuel), oil and lubricants, and hydraulic fluid.

AIRCRAFT and GROUND VEHICLE MAINTENANCE

Aircraft and vehicle maintenance are routine activities at most Airports. The type of maintenance performed ranges from scheduled preventive maintenance, where components of the aircrafts and/or vehicles are inspected, repaired and/or fluids replaced. Corrective maintenance may be very minor or can involve replacement of major components such as the engine. Aircraft and vehicle maintenance is performed primarily indoors in hangar facilities. Aircraft and Vehicle maintenance locations are noted on the Site Map A-2 as indicated as areas B, C and D.

Aircraft/vehicle maintenance materials type, quantity and disposal: The types of maintenance conducted at the Airport are typically minor such as: oil changes, fuel filter change-out, and minor pump repairs. The materials associated with aircraft/vehicle maintenance, and their storage locations are as follows:

- Engine Oil – tenant maintenance hangars
- Waste Engine Oil – tenant maintenance hangars
- Solvents – tenant maintenance hangars

- Waste Solvents – tenant maintenance hangars
- Hydraulic Fluid – tenant maintenance hangars
- Waste Oil Filters – tenant maintenance hangars

Maintenance materials are handled in relatively small quantities as required for maintenance and operations. Tenants receive materials on their premises and store them indoors.

Aircraft maintenance material characteristic: Based on the diversity of aircraft undergoing maintenance, the materials used will vary accordingly. On a broad scale, engine oil will be a liquid, typical orange in appearance, and used for lubrication purposes. Some are petroleum based while others are polyalphaolefin synthetic based. FBO's are responsible for keeping the material safety data sheets (MSDS) on oils used. Typical hydraulic fluid will be a red highly flammable liquid. (MSDS for specific fuels used are kept on site).

Aircraft/Vehicle Maintenance BMPs: Aircraft/vehicle maintenance is mostly performed indoors, eliminating the potential for maintenance material to impact stormwater. Due to the Airport's history of clean stormwater sampling, the following is a list of current BMPs that have proven to be beneficial in preventing known pollutants from entering into the stormwater:

BMP #1 – GOOD HOUSEKEEPING

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Cover stored industrial materials to prevent contact with stormwater.**
- E. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

BMP #2 – PREVENTATIVE MAINTENANCE

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT

- A. Minimize handling of industrial materials and keep stored to prevent contact with stormwater.
- B. All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.
- C. Observe and keep clean outdoor material/waste handling equipment or containers.
- D. Training. (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

BMP #5 – EROSION AND SEDIMENT CONTROL

- 2. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

BMP #6 – EMPLOYEE TRAINING PROGRAM

- 2. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

Observations/Inspections: The maintenance areas are inspected by FBO employees on a regular basis to ensure BMPs are being implemented effectively. The FBO is also responsible for training employees on BMPs, waste control and disposal procedures. The Airport Maintenance & Operations Supervisor is responsible for inspecting the maintenance area regularly for proper implementation of control measures. Spill kits re inspected on a monthly basis and items are replaced as needed.

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)
Ross Aviation (North) Fuel Farm	Jet-A and Av-Gas	Area C1 on Map A-2	3 tanks holding 12,000 gallons ea.	Same as storage	Same as storage	Same as storage
Ross Aviation (North) Fuel Trucks	Jet A and Av-Gas	Mobile over entire Industrial activity area	1 Av-Gas truck holding 750 gallons and (3) Jet A trucks holding 5,000 gallons ea.	Area C2 on Map A-2	Entire industrial activity area	Entire industrial activity area
Ross Aviation (South) Fuel Truck	Av-Gas	Mobile over entire Industrial Area	1- 5,000 gallon Av-Gas truck	Area B1 on Map A-2	Entire industrial activity area	Entire industrial activity area
Desert Jet Center Fuel Farm	Jet A	Area D1 on Map A-2	1-12,000 Jet A Tank	Same as storage	Same as storage	Same as storage
Desert Jet Center Fuel Trucks	Jet A and Av-Gas	Mobile over entire industrial area	1 Av-Gas truck holding 750 gallons and (3) Jet A trucks holding 5,000 gallons ea.	Area D2 on Map A-2	Entire industrial activity area	Entire industrial activity area
Thermal Aviation Fuel Farm	Jet A and Av-Gas	Area A1 on Map A-2	2 tanks holding 12,000 gallons each	Same as storage	Same as storage	Same as storage
California Hwy Patrol	Jet A	Area E1 on Map A-2	1 Jet A tank holding 12,000 gallons	Same as storage	Same as storage	Same as storage
Used oil collection site	Used motor oils	Area B2 on Map A-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:	Ross Aviation (North) Maintenance Hangar (Aircraft Maintenance)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area C on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation	Ross 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:	Ross Aviation (North) Fuel Farm (Aircraft fuel storage)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area C1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation	Ross 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:	Ross Aviation (North) Fuel trucks (mobile refueling of aircraft)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Entire industrial activity area Area C2 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation	Ross Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1 Av Gas truck containing 750 gallons 3 Jet A trucks containing 5,000 gallons each
Describe Containment Structures and Capacity, if applicable.	Aviation fuel trucks

Process Description:	Ross Aviation (South) Maintenance Hangar (aircraft maintenance)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area B on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation	Ross Aviation
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:	Ross Aviation (South) Fuel Truck (mobile refueling of aircraft)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Entire industrial activity area Area B1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Ross Aviation	Ross Aviation
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1- 5,000 gallon Av Gas truck
Describe Containment Structures and Capacity, if applicable.	Aviation fuel truck

Process Description:	Waste oil collection site (tank to hold recycle engine oil)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area B2 on Map A-2
Responsible Party(ies): Airport Y Specific Tenant(s): County of Riverside	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

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:	Thermal Aviation Fuel Farm (aircraft fuel storage and dispensing)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area A1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Thermal Aviation	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

Process Description:	Desert Jet Center Maintenance Hangar (aircraft maintenance)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area D on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Desert Jet Center	Desert Jet Center
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:	Desert Jet Center Fuel Farm (aircraft fuel storage and dispensing)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area D1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Desert Jet Center	Desert Jet Center
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1 – 12,000 gallon Jet A Tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tank with berm system containment

Process Description:	Desert Jet Center Av-Gas & Jet Fuel Trucks
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area D2 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): Desert Jet Center	Desert Jet Center
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	2 Jet A trucks containing 5,000 gallons each 1 Av Gas Truck containing 750 gallons
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tanks with secondary containment and under cover roof

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:	California Hwy Patrol Fuel Tank (aircraft fuel storage and dispensing)
Areas Where Activity is Conducted are Designated on Site Map (Appendix A)	Area E1 on Map A-2
Responsible Party(ies): Airport N Specific Tenant(s): California Hwy Patrol	California Hwy Patrol
Type, Characteristics, and Quantity of Industrial Material Used or Resulting from the Process:	1 – 12,000 gallon Jet A Tank
Describe Containment Structures and Capacity, if applicable.	Above ground fuel tank with berm system containment

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	
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	
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:

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
Jet Fuel 12/4/17	No material left site		33° 38' 08N 116° 9' 30"W	50-60 gallons		Concrete removed, Fuel remediated, area repaved

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. Jacqueline Cochran Regional Airport coordinated with Group Leaders regarding 303(d) monitoring parameters in order to identify any direct links between the airport's industrial activities and direct discharges linked to 303(d) listed impairments and approved TDMLs based on Section X.G.2.a.ix., as further set forth by the permit's Fact Sheet, and subsequent guidance provided by SWRCB.

Based on our analysis of industrial activities, related pollutants of concern, and the permits requirements regarding 303(d) listed waters (and related guidance from the SWRCB), this airport will also monitor for the following pollutants in addition to the other parameters set forth in Section XI.B.6., if listed below. A complete list of the 303(d) listed impairments for waters within the HUC-10 for the airport is included in SMARTS and was used when performing this analysis. Note: the complete list of pollutants monitored for are listed in the airport's Chain of Custody form identified in Section 8.5 and found in Appendix B.

303(d) Listed Water	Pollutants
	Not Applicable: the airport has determined that monitoring for pH, TSS, and O&G also addresses any related 303(d) listed water monitoring requirements.

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 activity operation areas	As needed	As needed during operations	Industrial activity operator	N/A
Minimize or prevent material tracking	Oil/Fuel Spills are cleaned up as soon as practicable after observed to prevent material tracking	All industrial activity operation areas	Absorbent material and other as needed equipment	As needed during operations	Industrial activity operator	N/A
Minimize dust generated	Refueling operations and storage is conducted on concrete or asphalt to minimize dust generated	All industrial activity operation areas	N/A	N/A	N/A	N/A
Cleanup areas affected by rinse and wash water	Ensure that area is clean and free of debris after washing is complete.		Concrete Ramp Area	As needed	All Industrial activity operators	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 operation areas	Storage tanks	Always	Industrial activity operator	N/A
Prevent disposal of rinse/wash waters	No designated wash rack provided; however when washing does occur, waste water is captured in the detention system.	Northwest side of ramp behind Ross Aviation (North)	N/A	Always	Operator	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 activity operator	N/A
Develop and implement spill and leak response procedures to prevent industrial materials from being discharge	Employees are trained to asses and respond to a spill as required	Operation areas	As needed	During operations	Industrial activity operator through SPCC Plan for industrial user	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 activity operator	N/A
Identify and describe needed spill and leak response equipment	Employees asses the spill and needed equipment to clean up	Operation areas	As needed	During operations	Industrial activity operator	N/A
Train appropriate spill prevention and response personnel	Industrial activity operator to train there personnel	Operation areas	As needed	During operations	Industrial activity 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 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	<i>Industrial activity areas</i>	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					
Properly design sediment basins	All industrial activity area stormwater runoff is collected in a retention/settling area as depicted on airport	Retention basin shown on Map A-4				

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
	stormwater flow map					

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. 	County Airport Manager	N/A
Train stormwater team members	<ul style="list-style-type: none"> Stormwater team members are trained in above training program Fuel providers trained per FAA standards 	County Airport 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	County Airport 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	County Airport 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	County Airport 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	County Airport 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 A-4	All airport stormwater	During outfall inspections	Airport 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

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
Not Applicable		

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
Not Applicable		

8.3 Visual Observation Procedures

8.3.1 Monthly Visual Observations [MVO FORM D-1]

Monthly visual observations are required during daylight hours, under dry conditions, and during scheduled facility operating hours. Complete MVO FORM D-1 (attached) each month for each outfall in Table 3.2.

8.3.2 Sampling Event Visual Observations [SEVO FORM D-2]

Sampling event visual observations should be conducted at the same time sampling occurs at a discharge location. Complete SEVO FORM D-2 (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 B.

9.0 Annual Comprehensive Facility Compliance Evaluation

1. Complete ACFCE Form D-3 (attached)

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:

Angela Jamison

Date:

4-8-2021

Printed Name:

Angela Jamison

Title:

County Airports Manager

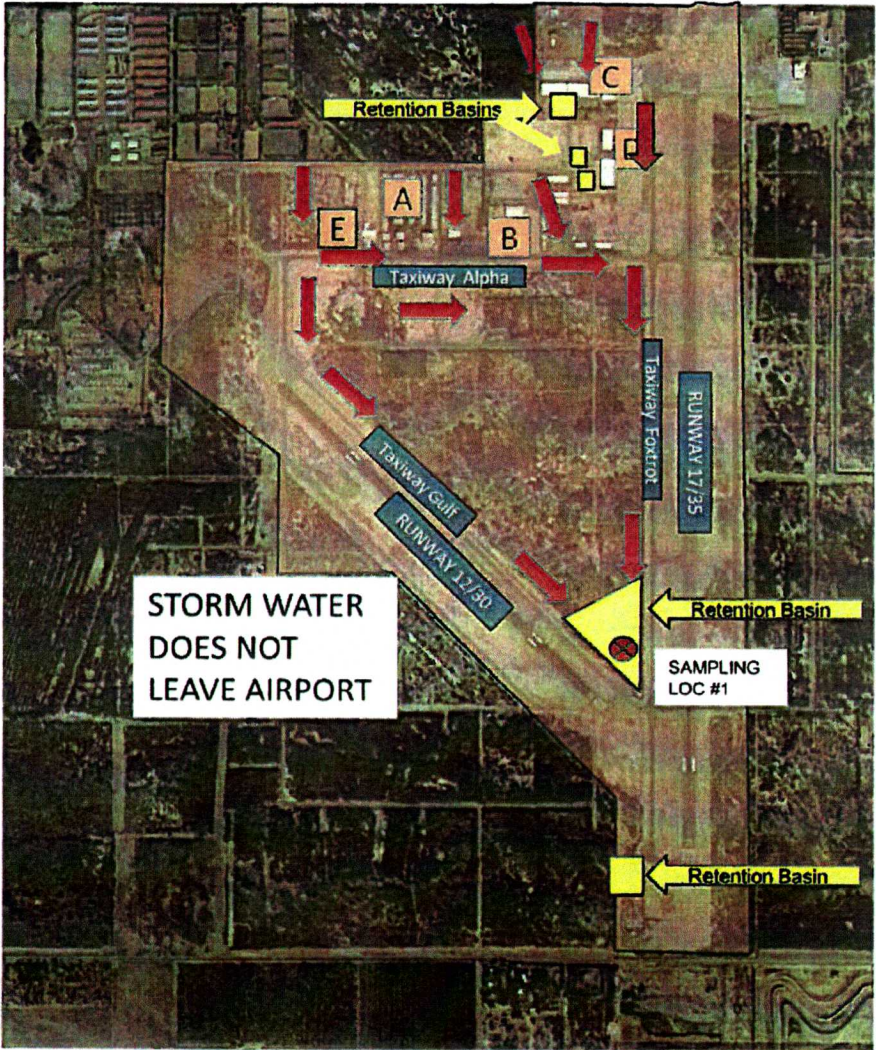
NOTE: All reports, certification, or other information required by the General Permit or requested by the Regional Water Quality Control Board, the State Board, U.S. EPA, or local stormwater management agency shall be signed by the above signatory or by a duly authorized representative.

APPENDIX A
SITE MAPS A-1, A-2, A-3 AND A-4

JACQUELINE COCHRAN
REGIONAL AIRPORT

Page 1 of 4

- Key:
- A: Obradovich – Thermal Aviation
 - B: Ross Aviation (South)
 - C: Ross Aviation (North)
 - D: Desert Jet Center-Fuel & Trucks
 - E: California Hwy Patrol



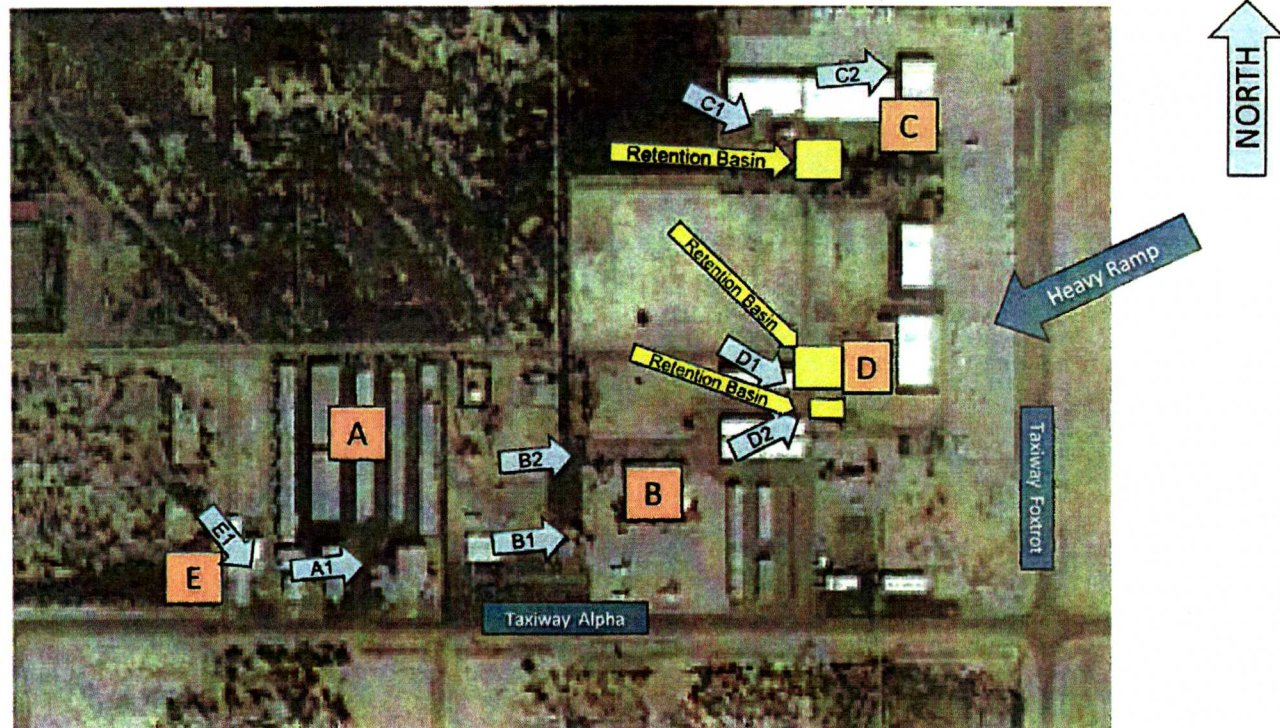
SITE MAP - A-1

JACQUELINE COCHRAN
REGIONAL AIRPORT

Page 2 of 4

Key:

- A: Obradovich – Thermal Aviation
- A1: Obradovich – Thermal Aviation Fuel Tanks
- B: Ross Aviation (South)
- B1: Ross Aviation 100LL Fuel Truck
- B2: Waste Oil Collection
- C: Ross Aviation (North)
- C1: Ross Aviation (North) Fuel Tanks
- C2: Ross Aviation (North) Fuel Trucks
- D: Desert Jet Center
- D1: Desert Jet Center Fuel Tanks
- D2: Desert Jet Center Fuel Trucks
- E1: California Hwy Patrol JetA Tank



SITE MAPS - A-2

JACQUELINE COCHRAN REGIONAL AIRPORT

Key for Drains and Flowage:

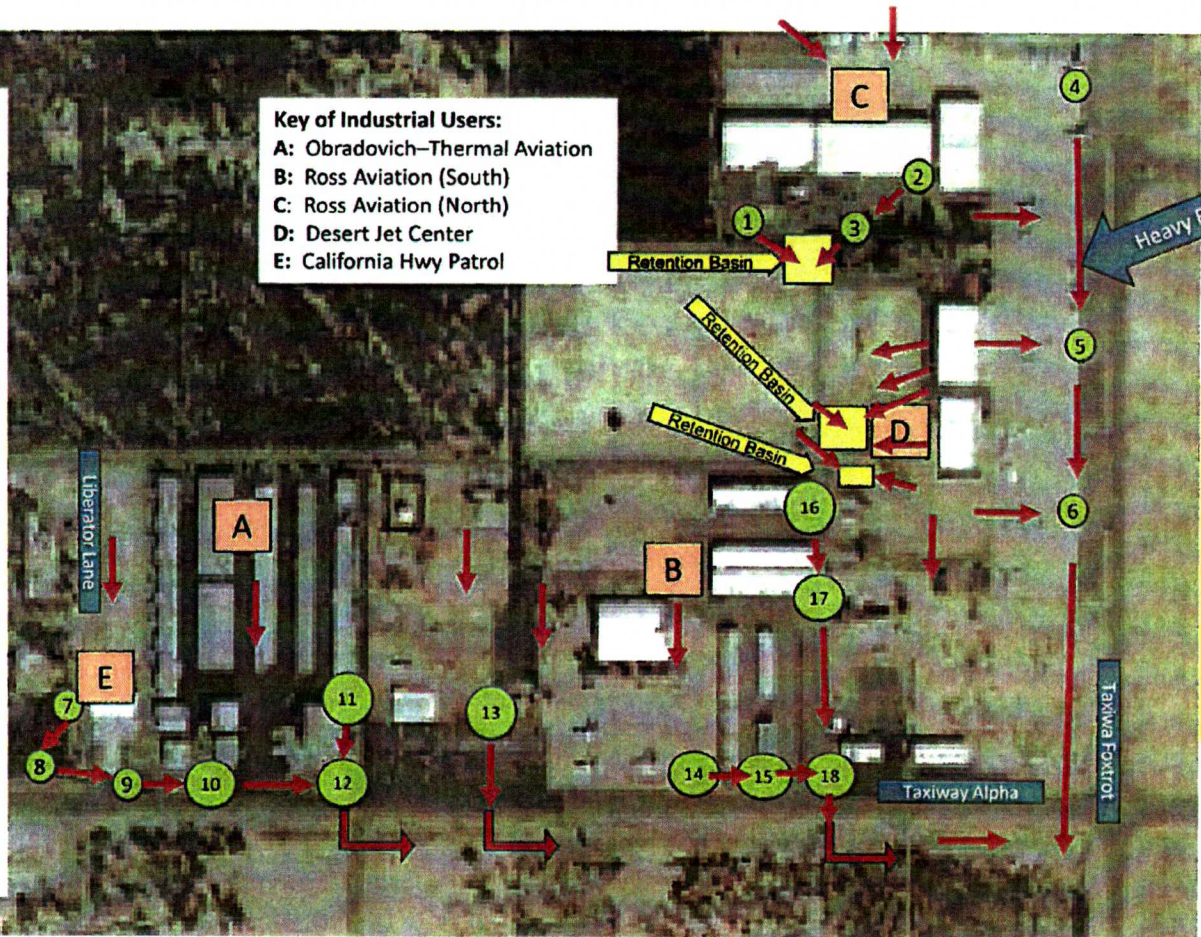
- 1: First entrance into Ross Aviation (North)
- 2: End of Ross Aviation (North)-near Exec. Hangars
- 3: In grass near Retention Basin-Ross Aviation (North)

Retention Basins

- 4: North entrance to heavy ramp adjacent to Liberator Lane
- 5: Center entrance to heavy ramp adjacent to Liberator Lane
- 6: South entrance to heavy ramp adjacent to Liberator Lane
- 7: In front of CHP hangar door
- 8: West of CHP ramp
- 9: In front of Liberator Lane
- 10: East of Liberator Lane
- 11: East of Thermal Aviation
- 12: East of drain 11
- 13: Adjacent to Ross Aviation (South) ramp
- 14 & 15: South of Ross Aviation (South) hangars
- 16 & 17: East of Ross Aviation (South) near Exec. Hangars

Key of Industrial Users:

- A: Obradovich-Thermal Aviation
- B: Ross Aviation (South)
- C: Ross Aviation (North)
- D: Desert Jet Center
- E: California Hwy Patrol



ALL WATER THAT FLOWS TOWARD TAXIWAY ALPHA CONTINUES TO THE LARGE RETENTION BASIN WHERE TWO RUNWAYS INTERSECT - SEE SITE MAP A-4. THE RETENTION BASIN ON THIS MAP DO NOT LEAVE THESE AREAS.

SITE MAPS - A-3

JACQUELINE COCHRAN
REGIONAL AIRPORT

Page 4 of 4



SITE MAP - A-4

APPENDIX B
CHAIN OF CUSTODY FORM

APPENDIX C
BEST MANAGEMENT PRACTICES (BMP's)
FOR INDUSTRIAL USERS

CALIFORNIA HIGHWAY PATROL – JACQUELINE COCHRAN REGIONAL AIRPORT
BEST MANAGEMENT PRACTICES (BMPs)
UNDER RIVERSIDE COUNTY AIRPORTS
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

BMP #1 – GOOD HOUSEKEEPING

- A. All areas where stormwater may contact pollutants must be kept clean.**
- B. Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. Minimize dust generated**
- D. Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. Cover stored industrial materials to prevent contact with stormwater.**
- F. Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

BMP #2 – PREVENTATIVE MAINTENANCE

- A. Identify equipment and systems that may leak.**
- B. Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE

- A. Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT

- A. Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

BMP #5 – EROSION AND SEDIMENT CONTROL

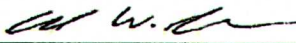
- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

BMP #6 – EMPLOYEE TRAINING PROGRAM

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I CHAD THOMAS owner/operator/representative
(PLEASE PRINT NAME)

of CALIFORNIA HIGHWAY PATROL FUEL FACILITY, being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed  owner/operator/representative

Title: SERGEANT 15194

Date: 07/22/2020

DESERT JET CENTER – JACQUELINE COCHRAN REGIONAL AIRPORT
BEST MANAGEMENT PRACTICES (BMPs)
UNDER RIVERSIDE COUNTY AIRPORTS
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

BMP #1 – GOOD HOUSEKEEPING

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. **Cover stored industrial materials to prevent contact with stormwater.**
- F. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

BMP #2 – PREVENTATIVE MAINTENANCE

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT

- A. **Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. **All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. **Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. **Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

BMP #5 – EROSION AND SEDIMENT CONTROL

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

BMP #6 – EMPLOYEE TRAINING PROGRAM

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I Jared Fox owner/operator of **DESERT JET CENTER**
(PLEASE PRINT NAME)

being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed Jared Fox owner/operator

Date: 8/22/2021

THERMAL AVIATION – JACQUELINE COCHRAN REGIONAL AIRPORT
BEST MANAGEMENT PRACTICES (BMPs)
UNDER RIVERSIDE COUNTY AIRPORTS
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

BMP #1 – GOOD HOUSEKEEPING

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. **Cover stored industrial materials to prevent contact with stormwater.**
- F. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

BMP #2 – PREVENTATIVE MAINTENANCE

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT

- A. **Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. **All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. **Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. **Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

BMP #5 – EROSION AND SEDIMENT CONTROL


A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

BMP #6 – EMPLOYEE TRAINING PROGRAM

A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I Dan Obradorich owner/operator of THERMAL AVIATION
(PLEASE PRINT NAME)

being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed  owner/operator
Date: 4/9/21

TRM CA HOLDINGS, LLC – NORTH AND SOUTH (dba ROSS AVIATION)
JACQUELINE COCHRAN REGIONAL AIRPORT
BEST MANAGEMENT PRACTICES (BMPs)
UNDER RIVERSIDE COUNTY AIRPORTS
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

BMP #1 – GOOD HOUSEKEEPING

- A. **All areas where stormwater may contact pollutants must be kept clean.**
- B. **Minimize or prevent material tracking.** (Spills cleaned as they occur)
- C. **Minimize dust generated**
- D. **Control vehicle/aircraft washing.** (Washing of vehicles or aircraft is to be done on wash racks only or wash/rinse water is to be trapped and allowed to evaporate and residue cleaned up during dry times only, do not let wash/rinse water enter airport storm drain system)
- E. **Cover stored industrial materials to prevent contact with stormwater.**
- F. **Training** (Employees to be trained in good housekeeping practices and documentation of training is to be maintained on site)

BMP #2 – PREVENTATIVE MAINTENANCE

- A. **Identify equipment and systems that may leak.**
- B. **Establish procedures for maintenance and repair.** (Repair and maintain any equipment that may leak pollutants where stormwater could contact and clean up leaks as needed and as they occur)
- C. **All rain drains on secondary containment at fuel tanks/farms to remain closed**
- D. **Spill kits to be supplied and maintained on all fuel trucks, fuel tanks/farms and self-serve fueling areas**
- E. **Employee Training.** (Employees are to be trained in preventative maintenance practices and documentation of this training is to be maintained on site)

BMP #3 – SPILL AND LEAK PREVENTION AND RESPONSE

- A. **Establish procedures to minimize spills and leaks.** (Employee training for proper use of equipment to prevent spills or leaks)
- B. **Establish procedures for leak and spill response.** (Employee training on proper procedure for prompt spill cleanup)
- C. **Training.** (Employees are to be trained in spill and leak prevention and cleanup procedures and documentation of this training to be kept on site.)

BMP #4 – MATERIAL HANDLING AND WASTE MANAGEMENT

- A. **Minimize handling of industrial materials and keep stored to prevent contact with stormwater.**
- B. **All waste receptacles shall have lids closed to prevent trash/waste from stormwater contact.**
- C. **Observe and keep clean outdoor material/waste handling equipment or containers.**
- D. **Training.** (Employees are to be trained in waste/material handling and documentation of this training to be kept on site)

BMP #5 – EROSION AND SEDIMENT CONTROL

- A. All stormwater drains on your leasehold shall be kept clean and clear of erosion and sediment.

BMP #6 – EMPLOYEE TRAINING PROGRAM

- A. All Employees are to be trained in above State mandated minimum BMPs (Best Management Practices) that apply to your Industrial Activity and training records to be maintained on site.

I Timothy P. Goulet owner/operator of TRM CA HOLDINGS, LLC – NORTH
(PLEASE PRINT NAME)

AND SOUTH, being an industrial activity doing business on Jacqueline Cochran Regional Airport acknowledge that I received, understand and will follow above state mandated stormwater BMPs in order to operate legally under Riverside County Airports required Industrial Stormwater Permit and SWPPP (Stormwater Pollution Prevention Plan).

Signed Timothy P. Goulet owner/operator

Date: 4/7/21

APPENDIX D
FORMS

Airport California Monitoring Group MVO – Monthly Visual Observation Form

THIS FORM SHOULD BE FILLED OUT ONCE PER MONTH

Complete during daylight operating hours on days without precipitation.

Month (circle one): July Aug. Sept. Oct. Nov. Dec. Jan. Feb. Mar. Apr. May June

Airport Name: _____

Inspector Name: _____

Signature: _____ Date: _____ Time: _____

Preceding Weather (past 48 hours): _____

Current Weather Conditions: _____

You must inspect each drainage area. Observe the outdoor industrial equipment and storage areas, outdoor industrial activity areas, BMPs, and other sources of industrial pollutants.

Were any BMP deficiencies noted during the review? No Yes [If yes, complete section below]			
Area	Deficiency	Corrective Action	ID any BMP SWPPP revisions*

*SWPPP revisions only required when Airport BMPs are changed.

You must inspect each outfall for the presence or indication of prior, current, or potential Non-Stormwater Discharges (NSWDs). Do NSWDs or evidence of NSWDs exist? No Yes [If yes, complete section below]

Outfall	Was it an: Authorized NSWD? Yes No If "yes," is ANSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe) Corrective Action*

*Authorized NSWDs require BMPs, see Permit Section IV.B.3 – Unauthorized NSWDs must be eliminated

Outfall	Was it an: Authorized NSWD? Yes No If "yes," is NSWD listed in SWPPP? Yes No If "no," eliminate unauthorized NSWD	Source of NSWD:	Discharge Water Quality Clear Sheen Other (Describe) Corrective Action*

*Authorized NSWDs require BMPs, see Permit Section IV.B.3 – Unauthorized NSWDs must be eliminated

Airport California Monitoring Group

SEVO – SAMPLING EVENT VISUAL OBSERVATION

Airport: _____
 Inspector's Name: _____ Title: _____
 Signature: _____ Date: _____

INSTRUCTIONS: A sample of stormwater discharge will be collected for visual observation and laboratory analysis a minimum of once each reporting period (July 1 – December 31 and January 1 – June 30) by an individual who has documented training in stormwater sampling and monitoring. Stormwater samples will be collected from all of the discharge locations shown on the Facility Site Map.

Complete one Sampling Event Visual Observation Record for each discharge location where sample collection takes place.

I. STORM EVENT INFORMATION:

Sampling Discharge Location #: _____ (e.g., Refer to Facility Site Map) Date Samples Were Collected: _____ Time Samples Were Collected: _____ pH: _____ (record test strip result within 15 minutes of collection)	The permit requires that samples are collected from a Qualifying Storm Event (QSE): Confirm the following criteria for a qualifying storm event are met: Discharge occurred from at least one drainage area? Yes No Preceded by 48 hours with no discharge from any drainage area? Yes No Samples were collected within four (4) hours of: a. the start of discharge; or b. the start of operations (if the event occurs within the previous 12-hour period) Yes No
---	---

II. VISUAL STORMWATER OBSERVATIONS: In adequate light, perform a visual observation of the stormwater sample.

	Is the stormwater free from visible evidence of pollutants:			Description of Visible Pollutant: If you answered "No" describe below the visual evidence of storm water pollution (e.g., <i>Turbidity</i> : Sand/sediment particles present, muddy, cloudy; <i>Color</i> : milky, clear-green; <i>Odor</i> : rotten egg smell, petroleum smell; <i>Floating Solids</i> : Trash, grass clippings, leaves).	Potential Pollutant Source Description: If you noted <i>significant</i> evidence of pollutants then determine the probable pollutant sources (including run-on of pollutants from neighbors) and record a description of the potential sources below.
	No		Yes		
	Significant	Minor			
Floating / suspended materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Oil Sheen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Color	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Turbidity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Odor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Trash and debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

ACMG ANNUAL EVALUATION FORM 2019-2020

AIRPORT NAME:
*Jacqueline Cochran
 Regional Airport*

INSPECTOR NAME: *Edgar Ocampo*

TIME: *8:00am* AM / PM DATE: *06/15/2020*

SECTION I. MONITORING RECORD REVIEW

1. Monthly Visual Observations (MVOs):
 - a. Were 12 Monthly Visual Observations completed? Yes No If no, explain:
 - b. Are MVO inspection forms on-site, available for review and properly/fully completed? Yes No If no, explain:
 - c. Identify any necessary corrective actions for "No" responses above:

2. Sampling Event and Visual Observations (SEVOs):
 - a. Were samples collected from designated sampling locations for at least 2 qualifying storm events? Yes No
 If no pick from the following: (i) the airport submitted a *Sampling Frequency Reduction Certification* via SMARTS so that it could sample only once annually Yes; Or (ii) 2 samples were not collected because: (explain) *Airport was monitored for discharge during rain events; however no discharge offsite occurred therefore no sample collected. Airport was monitored during rain events from July 2019- June 2020*
 - b. Were sampling event visual observations conducted when samples were collected? Yes No. If no, explain:
 - c. Are the sampling and analysis records (COC and data tables) maintained on site? Yes No. If no, explain:
 - d. Are SEVO inspection forms on-site, available for review and properly/fully completed? Yes No If no, explain:
 - e. Identify any corrective action for "No" responses. [Note that explanations for a. and/or b. above might be that no qualifying storm events occurred. If that is the case, no corrective action is needed for lack of qualifying storm events.]:

3. Has the airport SWPPP been revised between July 1, 2019 and June 30, 2020? Yes No.
 - a. If "yes," list the page numbers/sections that were updated:
Section 3.2, Section 4.0, section 4.1, Section 4.2, Section 5.1, Section 5.6, Section 5.7, Section 6.0, Appendix A.
 - b. Was the revised SWPPP uploaded to SMARTS? Yes No.
 - c. If the answer to b. is "no," will the revised SWPPP be uploaded to SMARTS in the next 10 business days? Yes No. If no, explain:

4. If the airport does not collect samples at the actual outfall location and samples are collected "upstream" or any other location within the drainage area, does the SWPPP contain the required explanation for Alternative Discharge Locations in Section 3.2? Yes No N/A.
 If no, when will an updated SWPPP will be uploaded to SMARTS with a revised Section 3.2 (date): _____

5. If the airport does not collect samples at all of the airport's industrial outfalls and the airport is sampling at a reduced number of locations, does the SWPPP contain the required explanation for the Representative Sampling Reduction in Section 3.2? Yes No N/A.
 If no, when will an updated SWPPP will be uploaded to SMARTS with a revised Section 3.2 (date): _____

ACMG ANNUAL EVALUATION FORM 2019-2020

SECTION II. INDUSTRIAL ACTIVITY AREA INSPECTION AND BEST MANAGEMENT PRACTICES EVALUATION

[NOTE: The CA IGP contains the following requirement in the Annual Evaluation section: An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the stormwater conveyance system. In developing the ACMG Model SWPPP and Guidance, Group Leaders have worked with ACMG members regarding identifying "potential" pollutants that could enter stormwater and have required BMPs for any pollutants expected in stormwater. THEREFORE, if nothing has changed at the airport regarding potential pollutants (i.e., a new outside materials storage area for example), then the key evaluation in this Section is looking for any evidence that pollutants actually entered the stormwater system.]

<u>List Potential Pollutant Source / Industrial Activity Area:</u>	YES	NO	NA	Findings and Corrective Action.
<p><i>Thermal Aviation</i></p> <ul style="list-style-type: none"> Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions <p><u>Inspect Area BMPs</u></p> <ul style="list-style-type: none"> Is required BMP equipment present and well maintained? Are Area BMPs properly designed? Are Area BMPs implemented as listed in SWPPP? Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater? <p>"No" answers must list BMP revisions / corrective action required</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<p><i>Used oil collection</i></p> <ul style="list-style-type: none"> Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions <p><u>Inspect Area BMPs</u></p> <ul style="list-style-type: none"> Is required BMP equipment present and well maintained? Are Area BMPs properly designed? Are Area BMPs implemented as listed in SWPPP? Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater? <p>"No" answers must list BMP revisions / corrective action required</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><i>Spill kit missing items.</i></p> <p><i>Operator has ordered missing items.</i></p>
<p><u>List Potential Pollutant Source / Industrial Activity Area:</u></p> <ul style="list-style-type: none"> Is there evidence of significant pollutants entering the stormwater system from the industrial area? If "Yes" list corrective actions <p><u>Inspect Area BMPs</u></p> <ul style="list-style-type: none"> Is required BMP equipment present and well maintained? Are Area BMPs properly designed? Are Area BMPs implemented as listed in SWPPP? Are BMPs effective at preventing or reducing pollutant exposure to stormwater and authorized non-stormwater? <p>"No" answers must list BMP revisions / corrective action required</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ACMG ANNUAL EVALUATION FORM 2019-2020

SECTION III. VERIFICATION

1. Inspect non-industrial areas of the airport to verify that the condition of no exposure in those areas has been maintained. Based on that inspection, have all areas of no exposure at the airport remained free from industrial activity? Yes No

2. List any exceptions observed or areas of industrial activity that are not included in the SWPPP:

No exposure in non-industrial areas.

3. Based on the site inspection results, are SWPPP revisions or additional BMPs necessary? Yes No

If "Yes" briefly list SWPPP BMP changes required and BMP implementation schedule below. (Revisions to the SWPPP must be implemented within 90 days and revised SWPPP uploaded to SMARTS.)

4. Did state or local response mandates associated with the COVID-19 pandemic impact the Airport's compliance program in any way? Yes No

If yes, did you notify the Regional Board regarding any compliance requirement or missed deadline? Yes No

If yes, please provide all documentation and explanation regarding missed compliance mandates.

If no, please provide explanation for not notifying your Regional Board.

[Maintain completed copy of this form in the Airport's SWPPP records]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

**Exhibit G
Memorandum of Lease Form**

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

Following this page

Exhibit G – Memorandum of Lease Form

OFFICIAL BUSINESS
Document entitled to free recording
Per Government Code Section 6103 and 27383

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MEMORANDUM OF LEASE

1. Parties. This Memorandum of Lease is entered into by the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Landlord") and _____ ("Lessee"). The Lease (as defined below) was executed by Landlord on _____. The "Commencement Date" of the Lease was _____.

2. Grant of Lease: Term. For good and valuable consideration received, Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property (the "Property") located in the County of Riverside, State of California, described in Exhibit A attached hereto and incorporated herein by this reference, for a term ("Term") commencing on the Commencement Date and ending on the _____ thereafter, subject to an option to extend the Term for an additional _____ provided certain conditions precedent set forth in the Lease are first satisfied. All of the terms, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though written out at length herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document.

3. Lease. The term "Lease" as used herein shall mean and refer to that certain Jacqueline Cochran Regional Airport Hangar Lease Agreement, dated _____, ("Lease").

4. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Lease. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum of Lease and the Lease, the terms, conditions and covenants of the Lease shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease on the dates specified immediately below their respective signatures.

“COUNTY”

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

By: _____
Charissa Leach, Assistant County
Executive Officer/TLMA

Date: _____

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

By: _____
Wesley Stanfield,
Deputy County Counsel

“LESSEE”

By: _____

Date: _____

**EXHIBIT A
LEGAL DESCRIPTION**

LEGAL DESCRIPTION OF THE LEASED PREMISES

[to be added]

INSERT NOTARY ACKNOWLEDGMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

**Exhibit H
Site Plan
(to provided later by Lessee)**

Jacqueline Cochran Regional Airport
Hangar Lease Agreement

Following this page

Exhibit H – Site Plan