

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



ITEM: 3.40  
(ID # 18332)

**MEETING DATE:**

Tuesday, March 01, 2022

**FROM :** TLMA - AVIATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION:  
Ratification and Approval of Ground Lease between the County of Riverside, a political subdivision of the State of California, as Lessor and the Department of General Services of the State of the California on behalf of the California Department of Forestry and Fire Protection, entities of the State of California, as Lessee at Hemet Ryan Airport, CEQA Exempt. District 3. [\$2,700 Total Cost - TLMA Aviation 100%] (Clerk of the Board to file the Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **Find** that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15601 (b)(3);
2. **Ratify** and approve the attached Ground Lease between the County of Riverside, a political subdivision of the State of California, as Lessor and the Department of General Services of the State of the California on behalf of the California Department of Forestry and Fire Protection, entities of the State of California, as Lessee at Hemet Ryan Airport;
3. **Authorize** the Chair of the Board of Supervisors to execute the Ground Lease between the County of Riverside, a political subdivision of the State of California, as Lessor and the Department of General Services of the State of the California on behalf of the California Department of Forestry and Fire Protection, entities of the State of California, as Lessee; and
4. **Direct** the Clerk of the Board to file the Notice of Exemption with the County Clerk within Five (5) days of approval by the Board of Supervisors.

**ACTION:Policy**

Charissa Leach, TLMA Director

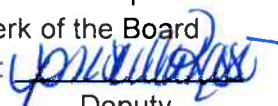
2/16/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington 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: March 1, 2022  
xc: TLMA-Aviation, Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,700	\$0	\$2,700	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: TLMA Aviation Revenue Fund</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 2021/22 – 2071-	
			72	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On December 18, 2007, under Minute Order 3.27, the Riverside County Board of Supervisors approved a Ground Lease between the County of Riverside, Aviation Division (“Aviation Division”) and the Department of General Services of the State of California on behalf of the California Department of Forestry and Fire Protection (“Cal Fire”) relating to the ground lease of approximately 12.15 acres of land at the Hemet Ryan Airport (“Original Lease”) for the purpose of operating and maintaining the Ryan Air Attack Base. The Ryan Air Attack Base provides fire suppression and air rescue services throughout Riverside County.

Cal Fire recently approached the Aviation Division to extend their leasehold premises in order to house a newly proposed air attack facility, and helitack base (“Hemet Ryan AAB Project”). The Hemet Ryan AAB Project will include the construction of an air operations building containing a 32-bed barracks and mess hall, a 3-bay apparatus storage and warehouse building, helicopter, and ObserVation-10 (OV-10) hangar, protective aircraft weather canopy for the S2T and helicopter training tower. The site work includes the demolition of existing structures, fire retardant chemical mixing plant, taxiway tie-in work, on site tarmac improvements (including six (6) retardant loading pits with associated utilities and waste/runoff mitigation), helipad, radio tower, sewer connections, fencing, paving (including access road), landscaping, utilities, and appurtenances. This Ground Lease relates to the lease of approximately fifteen (15) acres of ground space containing two (2) parcels identified as Parcel No. 1 and Parcel No. 2 as described and depicted in Exhibit A of the Ground Lease (“Leased Premises”). For continued operation of the Ryan Air Attack Base, during the construction period, the Aviation Division will provide Cal Fire with a 24-month temporary use of 3.7 acres of land that is adjacent to the Leased Premises (“Temporary Lease Area”). During the 24-month period, Cal Fire will pay a fee of \$13,082.46 per month for use of the Temporary Lease Area.

The additional terms of the Ground Lease are summarized below.

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STATE OF CALIFORNIA**

Lessee: Department of General Services of the State of California on behalf of the California Department of Forestry and Fire Protection ("Cal Fire"), entities of the State of California

Premises Location: 4710 W. Stetson Avenue  
Hemet, California 92545 (Hemet Ryan Airport)

	Current	New
Term:	January 1, 2008 – December 31, 2038	February 1, 2022 – January 31, 2072
Premises:	12.15 acres	15 acres
Rent:	\$89,260.09 (annually)	\$106,074.07 (annually)
Annual Escalation:	CPI with 7% ceiling	No Change
Utilities:	Provided by Cal Fire	No Change
Maintenance:	Provided by Cal Fire	No Change

Pursuant to the California Environmental Quality Act (CEQA), the Ground Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA State CEQA Guidelines 15061(b) (3), General Rule or "Common Sense" exemption. This Ground Lease and Hemet Ryan AAB Project will not result in any new significant environmental effects, substantially increase the severity of the prior environmental effects, alter or include additional mitigation measures, or result in any other changes that may impact the prior significance.

The County Aviation Division recommends approval of the attached Ground Lease by the Board of Supervisors. The Ground Lease has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The Ryan Air Attack Base is one of nineteen (19) strategically located California air attack bases, and currently services approximately 17,000 square miles of land. Businesses and Residents of Riverside County benefit from the aerial fire suppressant coverage provided and through the operation of the Ryan Air Attack Base.

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STATE OF CALIFORNIA**

**Additional Fiscal Information**

No net County cost will be incurred and no budget adjustment is necessary, however, the Transportation and Land Management Agency, Aviation Division has incurred costs associated with this transaction. County Counsel and Facilities Management costs to date in the approximate amount of \$2,700 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 2,000
CEQA NOE	\$ 700
<b>Total</b>	<b>\$ 2,700</b>

**Attachments:**

- Ground Lease
- CEQA NOE
- Aerial Image

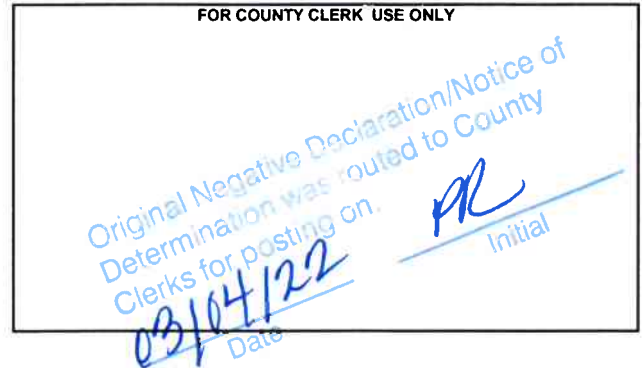


Jason Farin, Principal Management Analyst 2/22/2022



Gregory H. Priamos, Director County Counsel 2/17/2022

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



## NOTICE OF EXEMPTION

February 9, 2022

**Project Name:** Ground Lease between the County of Riverside, a political subdivision of the State of California, as Lessor and the Department of General Services of the State of the California on behalf of the California Department of Forestry and Fire Protection (CalFire), entities of the State of California, as Lessee at Hemet Ryan Airport

**Project Number:** ED1910012

**Project Location:** 4710 West Stetson Avenue, east of Warren Road, Assessor's Parcel Number (APN) 456-020-002, Hemet, California, 92545

**Description of Project:** On December 18, 2007, under Minute Order 3.27, the Riverside County Board of Supervisors approved a Ground Lease between the County of Riverside, Aviation Division (Aviation Division) and the Department of General Services of the State of California on behalf of Cal Fire relating to the ground lease of approximately 12.15 acres of land at the Hemet Ryan Airport (Original Lease) for the purpose of operating and maintaining the Ryan Air Attack Base. The Ryan Air Attack Base provides fire suppression and air rescue services throughout Riverside County.

Cal Fire recently approached the Aviation Division to extend their leasehold premises in order to house newly proposed air attack facility, and helitack base (Hemet Ryan AAB Project). The Hemet Ryan AAB Project will include the construction of an air operations building containing a 32-bed barracks and mess hall, a 3-bay apparatus storage and warehouse building, helicopter, and ObserVation-10 (OV-10) hangar, protective aircraft weather canopy for the S2T and helicopter training tower. The site work includes the demolition of existing structures, fire retardant chemical mixing plant, taxiway tie-in work, on site tarmac improvements (including six (6) retardant loading pits with associated utilities and waste/runoff mitigation), helipad, radio tower, sewer connections, fencing, paving (including access road), landscaping, utilities, and appurtenances. The Ground Lease relates to the lease of approximately 15 acres of ground space containing two parcels identified as Parcel No. 1 and Parcel No. 2 as described and depicted in Exhibit A of the Ground Lease (Leased Premises). For continued operation of the Ryan Air Attack Base, during the construction period, the Aviation Division will provide Cal Fire with a 24-month temporary use of 3.7 acres of land that is adjacent to the Leased Premises (Temporary Lease Area to allow CalFire to continue ongoing operations at the airport. The approval of the Ground Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). The approval of the Ground Lease is limited to a contractual obligation to relocate CalFire operations to a temporary location. The relocation would remain within the operational area of the existing airport and will not result in any direct effects on the environment. The indirect effects of the approval of the agreement would result in the ability for CalFire to move forward with the Hemet Ryan AAB Project while maintaining existing operations. The effects of the Hemet Ryan AAB Project would be addressed through a separate discretionary action undertaken by FAA and the Department of General Services.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Aviation

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**Exempt Status:** CEQA Section 21065 and State CEQA Guidelines Section 15061(b) (3), General Rule or “Common Sense” Exemption, and Section 15378. Codified under Public Resources Code Division 13, Chapter 2.5, Section 21065, and California Code of Regulations Title 14, Articles 5 and 20, Sections 15061, and 15378.

**Reasons Why Project is Exempt:** The discretionary action to enter into Ground Lease is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. The execution of the Ground Lease itself would have no direct physical effect on the environment as the agreement consists only of the temporary relocation of existing operations on airport property to allow for the Hemet Ryan AAB Project to move forward after planning, design and entitlements are completed. The future indirect effects of the design and construction of the Hemet Ryan AAB Project are not reasonably foreseeable at this time for the reasons described below.

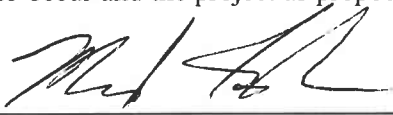
The potential indirect effects from the Ground Lease is the initial discretionary action for a series of discretionary actions that defines a broader project. The broader project represents the whole of the action and can be defined by the following sequence of discretionary approvals: execution of Ground Lease, design of project by the Department of General Services, review by the Federal Aviation Administration (FAA), and completion of additional environmental review (CEQA/National Environmental Policy Act (NEPA) for federal funding/agencies) prior to construction. approval of project.

The Agreement between the County and Department of General Services is not deemed to be an approval pursuant to CEQA for any specific development or project and does not commit any public agency, including the County, to a definite course of action regarding the project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to full CEQA compliance. CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment. The future development of the site by the Department of General Services would provide the appropriate opportunity for environmental considerations to influence design and programming during subsequent discretionary actions and the characterization of effects would be more meaningful as there are more specific associated with the development of the air attack facility, and helitack base. In addition, Section 15004 (b)(2)(A) allows an exception for agencies to designate a preferred site and enter into an agreement so long as an agency has conditioned the future use of the site on CEQA compliance. The FAA requires that the Department of General Services undergo CEQA compliance as part of the approval is consistent with this exception in CEQA Guidelines 15004(b)(2)(A).

Section 15378 (c) defines a project as the collection of discretionary actions that defines the whole of the action. This process allows for the completion of environmental review when all the conditions and details are known or reasonably foreseeable. At this point in the process, the design of the air attack facility, and helitack base is not substantive enough to provide a meaningful analysis of environmental effects. The FAA process for project development requires multiple discretionary actions through project development, which is beneficial to the CEQA process as it allows for any necessary incorporation of public input to occur at appropriate times. The process allows for the appropriate level of environmental review to occur at the most relevant timeframe during the project development when design, engineering and project information is refined and developed, and public input can be incorporated to address any potential significant impacts or assist in any necessary development of project alternatives or mitigation measures.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** Even if a determination is made that the Ground Lease is defined as a Project under CEQA, the agreement is exempt pursuant to State CEQA Guidelines Section 15061(b)(3). 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 Ground Lease itself may have a significant physical effect on the environment. The Agreement would be limited to a contractual process between parties that establish a temporary airport location where CalFire operations can continue and would not result in any physical direct or reasonably foreseeable indirect impacts to the environment. The potential indirect effects from this Agreement would be analyzed as part of separate discretionary action taken by the Department of General Services under FAA jurisdiction to develop and approve a design for construction of the air attack facility, and helitack base. It is at this stage of development, that enough reasonably foreseeable information could be established to define a description and address the potential environmental impacts of these actions. An obligation is on the Department of General Services as part of the FAA approval process to provide an appropriate level of environmental review under CEQA/NEPA. FAA, acting as the Lead Agency, has the final project approval to ensure that full compliance under CEQA/NEPA is achieved. 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.

Based upon the identified exemptions above, the County of Riverside 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: 2/9/22  
Mike Sullivan, Senior Environmental Planner  
County of Riverside

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** CalFire Ground Lease, Hemet Ryan Airport

**Accounting String:** 537080-22100-1910700000- ED1910012

DATE: February 9, 2022

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: February 9, 2022  
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  
CalFire Ground Lease at Hemet Ryan 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](mailto:msullivan@rivco.org).**

Attachment

cc: file



# REAL ESTATE SERVICES DIVISION

<u>LEASE COVERING PREMISES LOCATED AT</u> <b>HEMET-RYAN AIRPORT</b>
<u>LESSOR'S FED. TAX ID. NO. OR SOCIAL SECURITY NO.</u> <b>Not Applicable</b>
<u>TENANT AGENCY</u> <b>CAL FIRE</b>

**File No.: 0848-001**  
**Project No.: 121957**

**GROUND LEASE**

This Ground Lease ("Lease"), dated \_\_\_\_\_ with a commencement date of February 1, 2022, is by and between County of Riverside ("Lessor"), a Political Subdivision of the State of California, and the Department of General Services of the State of California ("DGS"), on behalf of the California Department of Forestry and Fire Protection ("CAL FIRE") entities of the State of California (collectively, "the State"). The Lessor and the State are collectively referred to herein as the "Parties".

**WITNESSETH**

**RECITALS**

WHEREAS, DGS is the agency authorized under law to lease property for use by other California state agencies and departments; and

WHEREAS, Lessor owns and operates the Hemet-Ryan Airport located at 4710 W. Stetson Ave., Hemet, CA 92545 ("Airport"); and

WHEREAS, CAL FIRE has, since October 1, 1960, operated an air attack facility at the Airport on real property under a lease from Lessor; and

WHEREAS, CAL FIRE desires to have Lessor lease to DGS, for the use and benefit of CAL FIRE, approximately 15.0 acres of land ("the Premises"), consisting of Parcel No. 1 and Parcel No. 2, as legally described and depicted in "Exhibit A" attached hereto. CAL FIRE will design and construct a new air attack facility, helitack base, and other improvements ("Hemet-Ryan AAB") upon the Premises

WHEREAS, prior to construction of the Hemet Ryan AAB project ("Project"), CAL FIRE shall receive written approval of plans from Lessor, to which consent shall not be unreasonably withheld. Project construction will include, but is not limited to: an air operations building, 32-bed barracks/mess hall, 3-bay apparatus storage and warehouse building, helicopter, and ObserVation-10 (OV-10) hangar, protective aircraft weather canopy for the S2T and helicopter training tower. Site work includes demolition of existing structures, fire retardant chemical mixing plant, taxiway tie-in work, on site tarmac improvements (including six (6) retardant loading pits with associated utilities and waste/runoff mitigation), helipad, radio tower, sewer connections, fencing, paving (including access road), landscaping, utilities, and appurtenances; and

WHEREAS, Lessor will use its best efforts, within its ability and authority, as provided by federal, state and local laws and regulations, to maintain and operate the existing runways and associated facilities at the Airport in order for the State to realize the benefits of this Lease and the Hemet-Ryan AAB; and

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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WHEREAS, DGS and Lessor desire to enter into this Lease for the purpose of enabling CAL FIRE to construct, maintain and operate the Hemet-Ryan AAB, and to use fixed wing aircraft up to at least the size of 130,000 pounds dual wheel and 80,000 pounds single wheel gross weight (loaded) per aircraft and up to 22,000 pounds gross weight (loaded) per non-fixed wing aircraft at the Airport (collectively, "State's Airfield Use").

NOW, THEREFORE, in consideration of the recitals which are expressly incorporated herein and the covenants and conditions of this Lease, the Parties mutually agree as follows:

**REPRESENTATIONS  
AND WARRANTIES OF  
THE DEPARTMENT**

1. DGS makes the following representations and warranties to Lessor as of the date of the execution of this Lease:

- (a) DGS has full legal right, power and authority to enter into this Lease and to carry out and consummate all transactions contemplated by this Lease, and, by proper action, has duly authorized the execution and delivery of this Lease; and
- (b) The officers of DGS executing this Lease are duly and properly holding their respective offices and are fully authorized to execute this Lease; and
- (c) DGS and CAL FIRE agree to accept the Premises in its present existing physical condition. DGS and CAL FIRE acknowledge and are satisfied through their own independent investigation that the Premises is suitable for the construction, maintenance and operation of the Hemet-Ryan AAB, the intended use of the Premises.
- (c) This Lease has been duly authorized, executed and delivered by DGS, and will constitute a legal, valid and binding agreement of DGS, enforceable against DGS in accordance with its terms.

**REPRESENTATIONS  
AND WARRANTIES  
OF THE LESSOR**

2. Lessor makes the following representations and warranties to DGS as of the date of the execution of this Lease:

- (a) Lessor has full legal right, power and authority to enter into this Lease and to carry out and consummate all transactions contemplated by this Lease, and, by proper action, has duly authorized the execution and delivery of this Lease; and
- (b) The officers of Lessor executing this Lease are duly and properly holding their respective offices and are fully authorized to execute this Lease; and
- (c) This Lease has been duly authorized, executed and delivered by Lessor, and will constitute a legal, valid and binding agreement of Lessor, enforceable against the Lessor in accordance with its terms; and
- (d) Lessor is the owner in fee simple of the Premises; and
- (e) There are no outstanding mortgages, deeds of trust, bond indebtedness, leaseholds, conditions or restrictions imposed by any entity, or other rights or obligations which would impair, terminate or otherwise affect the rights of DGS under this Lease. No consent, permission, authorization, order, license, or registration with any governmental authority is necessary in connection with the execution and delivery of this Lease, except as have been obtained or made.

connection with the execution and delivery of this Lease, except as have been obtained or made.

- (f) The Hemet-Ryan AAB use is in compliance with the County Master Plan for the Airport, any FAA grant assurance provisions, and the requirements of the quitclaim deed dated June 4, 1948, as recorded in Book 985, Page 567, of Official Records, Riverside County (the "Deed").
- (g) The Lessor has not received any notice of default or breach from the FAA in regard to any grant assurances or the Deed. Lessor agrees to provide DGS and CAL FIRE with a copy of any future notice it receives from the FAA and copies of any correspondence to or from the Lessor in regard to such future notices.

## LEASE OF PREMISES

3. For and in consideration of the covenants to be performed by DGS under this Lease, Lessor hereby agrees to lease the Premises to DGS and DGS agrees to lease the Premises from Lessor. A legal description and depiction of the Premises is found in the attached "Exhibit A" and "Exhibit C" which is incorporated herein. The leasehold estate created by the Lease is subject to any and all exceptions, easements, rights, rights of way and other matters of record as of the date of the full execution of this Lease. The State shall have the right to access the Premises from the parking lot accessed from Stetson Avenue and Airport Road and secondary access from Hangar Road aka Walden Weaver Road as depicted in "Exhibit C", as well as unfettered access via taxiways to the Airport's runways except during maintenance pursuant to section 39 below. Lessor hereby grants to State only non-exclusive leasehold rights to use of connecting Taxiway C; Lessor reserves right to grant to others the right to use said taxiway. CAL FIRE shall be responsible for maintenance of that portion of connecting taxiway D-1 that lies within the boundaries of the Premises. State agrees that it (they) will not make use of Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute an airport hazard.

## SITE UTILITIES

4. It is understood by the parties hereto that utility services are available in the general vicinity of the Leased Premises, but in order for the on-site improvements required herein to be fully usable and operational, State, at its sole expense, shall extend and/or connect, or cause to be extended and/or connected, such utility service facilities that may be required or desired by State in the use, operation, and maintenance of such on-site improvements. State shall pay all related fees and charges related to such utility extensions and hookups. In addition to connection fees, State shall be responsible for payment of the use of such utilities. State shall be responsible for all connection costs and fees associated with any improvements beyond those listed in this paragraph, including, but not limited to, water, sewer, electricity, telephone, and gas service and internet. Scope and installation of all utilities shall be submitted to Lessor on construction plans and shall be approved by Lessor prior to connection. Additionally, with prior written consent of Lessor, State at its sole cost and expense shall be entitled to work with the appropriate utility providers to relocate any active utilities and disconnect and remove any inactive utilities that interfere with the Hemet-Ryan AAB.

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

## QUIET ENJOYMENT

**PURPOSE AND USE**

5. Lessor covenants that DGS and CAL FIRE may quietly have, hold, and enjoy all of the Premises during the term of this Lease and any extended term hereof, without hindrance or interruption by Lessor.

6. The Premises shall be used by State and its assignees during the term of this Lease for the purpose of constructing, operating and maintaining the Hemet-Ryan AAB and apurtenances thereto. No other use shall be permitted without obtaining the written consent of Lessor, which shall not be unreasonably withheld. Nonetheless, in no event shall any use other than aeronautical uses be permitted at the Airport.

After completion of the Hemet-Ryan AAB, State, prior to constructing any additional permanent structures (i.e., those not contemplated under the Project) on the Premises, shall submit the plans to the Lessor for review and comment. The State of California is not subject to the plan, design and permit requirements of local governments and Lessor's review and comment will be limited to ensuring that the proposed permanent structural improvements are consistent with all requirements of the Federal Aviation Administration ("FAA") and the California Department of Transportation, Division of Aeronautics ("Caltrans"). Lessor shall not unreasonably withhold its approval of the construction of any additional permanent structures beyond those improvements contemplated in the Project upon the Premises. If additional improvements beyond those contemplated in the Project are authorized by Lessor then such improvements upon the Premises must be consistent with all requirements of the FAA and Caltrans, and Lessor will be responsible for obtaining any determinations or approvals pursuant to state and federal requirements.

The present weight-bearing capacity of the Airport's runways and taxiways is 130,000 pounds dual wheel and 80,000 pounds single wheel gross weight (loaded) per aircraft, and CAL FIRE agrees to limit its use to aircraft which meets these requirements. The weight-bearing capacity of 130,000 pounds dual wheel and 80,000 pounds single wheel gross weight (loaded) per aircraft may be increased, following a written amendment to this Lease, if the runways and taxiways are subsequently improved to handle a greater weight-bearing capacity.

In addition, State shall, during the term of this Lease and any extensions thereof:

(a) Observe and obey, and compel its employees, agents, invitees, sublessees, and those doing business with it to observe and obey, all such rules and regulations of County which are now in effect or which may hereafter be promulgated, provided that such rules and regulations may not unduly interfere or conflict with the rights and privileges granted to State in this Lease or any later amendments; and

(b) Provide janitorial services for interior, exterior, and grounds at the State's own expense; and

(c) Not engage in the painting of aircraft (other than small 'spot painting' jobs in connection with repairs) within any buildings, unless or until it has established therein a regular paint shop which is adequately enclosed and vented, and has been inspected and approved, in writing, by representatives of the FAA and meets all other applicable state and federal laws and regulations. Under no circumstances is painting permitted without the express, written approval of Lessor; and

(d) Observe the Taxiway Object Free Area adjacent to their leasehold to allow the passage of taxiing aircraft, which for Taxiway C and Taxiway B

is one hundred ten (110) feet from the centerline of the taxiway; and

- (e) State acknowledges, understands and agrees that it shall comply with California State Water Resources Control Board general permit requirements now and in the future relating to storm water discharges associated with activities such as aircraft rehabilitation, mechanical repairs, fueling, lubrication, cleaning, painting and deicing. State further acknowledge, understand and agree that they shall participate as a co-permittee under said general permit, participate in the Hemet-Ryan Airport Storm Water Pollution Prevention Plan ("SWPPP") including with out limitation, the Best Management Practices, Best Available Technology Economically Achievable, and Best Convention Pollutant Control Technology. A copy of the SWPPP has been provided to CAL FIRE and is also available for review in the Lessor's offices and is incorporated herein by this reference, and as amended from time to time. Lessor agrees to meet and confer with State in the event any significant modifications to the SWPPP are proposed, and Lessor agrees to submit such revisions to State for review and comment.

**TERM** 7. The term of this Lease shall be fifty (50) years, commencing on February 1, 2022 and ending on January 31, 2072, or as sooner terminated as hereinafter provided.

**RENTAL** 8. The annual base rental shall be ONE-HUNDRED SIX THOUSAND, SEVENTY FOUR DOLLARS AND 07/100 (\$106,074.07) ("Base Rent") payable in arrears on the last day of each year during the term of this Lease. The rent shall be considered delinquent if not paid within fifteen (15) days of the due date (*i.e.*, January 15th). If the annual rent becomes delinquent, DGS and CAL FIRE agree to pay any late fee or penalty authorized under the California Prompt Payment Act, Government Code section 927 *et seq.* Rent payable hereunder for any period of time less than one year shall be determined by prorating the annual rental herein specified based on the actual number of months in the year.

Beginning on January 1, 2023 and each January 1st thereafter during the term of the Lease, State will adjust the Base Rent then in effect by the percentage change in the U.S. Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario ("CPI"). The amount of the annual rental adjustment shall be determined by multiplying the Base Rent by the percentage which the CPI for the preceding October increased over or decreased under the CPI for the month of October 2021, which shall be the base period.

In no event shall the adjusted Base Rent, as determined by the formula above, be adjusted to an amount less than the previous year's adjusted Base Rent in any given year, nor shall the adjusted Base Rent be increased by an amount greater than seven percent (7%) in any single year. However, the parties do recognize that over the course of the fifty (50) year lease term, the annual rent may increase by an amount greater than seven percent (7%).

In the event the above-mentioned CPI is discontinued prior to the expiration of this Lease, the State shall immediately request the Bureau of Labor Statistics of the U.S. Department of Labor to supply a formula for the conversion of the CPI to a similar index then available; and, said formula shall thenceforth be the basis for computation.

**TEMPORARY USE OF SPACE DURING CONSTRUCTION** 9. During construction of the Project, Lessor hereby agrees to lease at a monthly cost of \$13,082.46 paid annually, approximately 3.7 acres, the "Temporary Premises" (as

described and depicted in "Exhibit B" and "Exhibit C," which is attached and incorporated hereto) to DGS and DGS agrees to lease the Temporary Premises from Lessor. The occupancy and commencement of the Temporary Premises shall not begin until a thirty-day (30) advance written notice is given by the State. The State shall have the right to terminate use of the Temporary Premises at any time with thirty-day (30) advance written notice but shall in no event occupy the Temporary Premises for a term longer than twenty-four (24) months without the written consent of the Lessor. The leasehold estate in the Temporary Premises created by the Lease is subject to any and all exceptions, easements, rights, rights of way and other matters of record as of the date of the full execution of this Lease. State shall have the right to construct and maintain temporary modular facilities on the Temporary Premises and to use, enjoy and maintain access to the Temporary Premises via "Airport Road", which itself is accessed via Stetson Road and passes through a parking area, as depicted in "Exhibit C" or as a secondary access from Hangar Road aka Walden Weaver Road as depicted in "Exhibit C," State shall also have the right to unfettered access to the Airport's runways via taxiways, except when otherwise subject to construction or other improvements required for proper operation of the Airport. CAL FIRE shall restore the Temporary Premises upon completion and occupancy of the improvements on the Premises by removing the modular buildings and other modular facilities placed on the Temporary Premises, and restore the Temporary Premises to its original condition, except as approved in writing by Lessor. Upon occupancy of the improvements on the Premises and vacation of the Temporary Premises, State shall have no further rights to use or occupy the Temporary Premises.

10. CAL FIRE shall pay or cause to be paid all lawful taxes that may be levied at any time upon any interest the DGS may have under this Lease (including both the land and improvements). Lessor and DGS each represent and acknowledge that neither party believes or expects that the State's interests in the Premises are subject to the payment of property taxes. Lessor shall not consent to or impose any fee or assessment on the Lease (including both the land and improvements), and the State shall have the right to contest the validity of any levy or tax assessment levied upon State's interest in the Premises created by this Lease.

11. Should Lessor decide to sell the Premises, or any land of which the Premises is a portion, at any time during the term of this Lease, Lessor shall provide State notice of such intent at least sixty (60) days prior to the County Board of supervisors taking official action to direct the property to be sold.

12. Damage or destruction to the Hemet-Ryan AAB shall not act to terminate or cancel this Lease. In the event of any damage or destruction of the Hemet-Ryan AAB, the proceeds of any insurance shall belong to the State. However, if the Hemet-Ryan AAB is damaged or destroyed and State decides not to repair or replace and/or rebuild the Hemet-Ryan AAB, or to re-use the premises for an aeronautical use, then State shall demolish the damaged or destroyed Hemet-Ryan AAB and restore the land to the condition of vacant land and then this Lease shall terminate. If the premises are partially destroyed, then State shall demolish the damaged or destroyed portion of the Hemet-Ryan AAB and this Lease shall remain in full force and effect.

13. State shall have no obligation to purchase insurance, including but not limited to general liability, fire or extended casualty, for the Hemet-Ryan AAB. The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund.

Lessor will provide to State its current insurance requirements for sublessees and contractors for the Airport. The parties recognize that each has its own standard insurance requirements and the goal is to have the most reasonable and protective requirements which are commercially available. Prior to entering into any contracts for

**INSURANCE**

**DAMAGE OR DESTRUCTION**

**NOTICE OF AVAILABILITY FOR SALE**

**TAXES AND ASSESSMENTS**



work on the Premises or for fuel deliveries by its independent contractors or suppliers, State agrees to provide to Lessor their proposed insurance requirements. State shall require each of its sublessees and contractors to meet the agreed upon insurance requirements imposed by this Lease. The minimum insurance requirements shall be provided in Exhibit D. These requirements, with the approval of the County's Risk Manager, may be modified to reflect the activities associated with the sublessee or contractor.

On every sublease of the Premises or contract for work on the Premises, State shall have the sublessee or contractor name the DGS and/or CAL FIRE and the State of California and the County by endorsement as an additional insured and/or have the Sublessee or Contractor provide an endorsement waiving subrogation in favor of the DGS and/or CAL FIRE and the State of California and the County on every sublessee's or contractor's insurance policy, as applicable. Certificates and endorsements evidencing compliance with this section will be provided to the County prior to the sublessee taking occupancy or contractor's commencing work.

On every lease, franchises, easements, rights of way and permits or contract by the Lessor which involves work, on, under or across the Premises the Lessor shall have the lessee, franchisee, easement holder, right of way holder or permittee or contractor name the Lessor, and DGS, and CAL FIRE, and the State of California by endorsement as an additional insured's and/or have the lessee, franchisee, easement holder, right of way holder or permittee or contractor provide an endorsement waiving subrogation in favor of the DGS and/or CAL Fire and the State of California and the Lessor on every lessee's, easement holder or contractor's insurance policy, as applicable. Certificates and endorsements evidencing compliance with this Section will be provided to the DGS and CAL FIRE prior to the lessee, franchisee, easement holder, right of way holder or permittee or contractor accessing the Premises or contractor's commencing work.

The DGS, through its Office of Risk and Insurance Management, administers the State of California's motor vehicle liability program. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 "I" Street, Sacramento, CA 95814. Claims arising from operations of a State-owned vehicle should be forwarded to the Department of General Services, Office of Risk and Insurance Management, Auto Self-Insurance, 707 3rd Street, West Sacramento, CA 95605.

In the event there is a breach of the insurance requirements of this Section by any party, and such breach can be cured by compliance with this Section then such cure shall be accomplished within sixty (60) days of a written notice of such breach. In the event that a breach of the insurance requirements of this Section cannot be cured then the breaching party shall, regardless of the pro rata share provision of Section 14 below, be fully indemnified by the breaching party(s) for any third-party claims arising from the activities for which the insurance should have been provided.

**INDEMNITY AND  
MUTUAL  
COOPERATION**

14. Lessor agrees to indemnify and hold harmless the State from any and all claims for damages and personal injury arising out of Lessor's performance of its obligations or exercise of its rights under this Lease, except to the extent that any such damages or personal injury suffered by the State are the result of the State's negligent or willful acts or omissions, or those of any persons acting under or on behalf of the State.

To the extent permitted by law, the State agrees to indemnify and hold harmless the Lessor from any and all claims for damages and personal injury arising out of the State's performance of their obligations or exercise of their rights under this Lease, except to the extent that any such damages or personal injury suffered by the Lessor are the result of

the Lessor's negligent or willful acts or omissions, or those of any persons acting under or on behalf of the County.

Pursuant to Government Code sections 895.4 and 895.6, if any party is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring during the performance of this Lease and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this Lease. The pro rata share of each party shall be determined according to the comparative fault of the respective parties, as between them.

In the event the Parties to this Lease are named as codefendants in any litigation by third parties arising out of the rights and obligations of this Lease or indirectly related to this Lease the Parties agree to cooperate in such litigation and, to the extent feasible, and where determined to be appropriate, utilize common legal counsel or authorize or direct tenders of defense under applicable insurance policies.

**CONDITION AND  
TITLES TO IMPROVE-  
MENTS ON  
TERMINATION**

15. Except for the restoration requirements of Section 12 above, upon termination or expiration of this Lease, State shall remove any and all buildings, improvements, structures, furnishings and equipment owned or placed by State in, under or upon the Premises, except those agreed to in writing by Lessor. Any buildings, improvements, structures, furnishings and equipment accepted by Lessor shall be accepted in their "as is" condition at the time of termination and there shall be no obligation by the State to repair such accepted buildings, improvements, structures, furnishings and equipment.

In the event any or all of said buildings, improvements, structures and equipment are removed by the State, State shall surrender the Premises to Lessor in as good of order and condition as when received.

Title to all buildings, improvements, structures and equipment placed in, under or upon the Premises by the State and not removed by State at the termination or expiration of this Lease shall pass to Lessor and all such buildings, improvements, structures and equipment shall become the property of Lessor.

**MAINTENANCE  
COVENANT**

16. At all times during the term of this Lease, CAL FIRE shall maintain, or cause to be maintained, the Premises in good condition, ordinary wear and tear accepted.

**DGS' RIGHT TO  
TERMINATE**

17. DGS shall have the right to terminate this Lease at any time during the term of this lease or any extension thereof upon thirty (30) days written notice to Lessor without any liability, and Lessor shall be entitled to the portion of any rental payment, allocated on a monthly basis, owed to Lessor prior to the termination date.

**TERMINATION,  
DEFAULT AND  
DAMAGES**

18. This Lease shall terminate upon the occurrence of the expiration of the Lease term, as set forth in Section 7, or as otherwise provided in this Lease. It is expressly agreed by the parties to this Lease that any default under this Lease (except for defaults arising due to the failure to pay rent, the abandonment of the Premises, or the failure to secure written consent prior to assigning or subletting the Premises, or the failure to secure adequate insurance coverage in accordance with Section 13 above within sixty (60) days of receiving written notice from Lessor regarding the lack of such coverage) will not allow either party to terminate or otherwise interfere with this Lease and the sole remedy to any party upon such default shall be a suit for money damages or specific performance to remedy such a default. In the event that any of the exceptions identified above occur, and State defaults on one of those bases, Lessor may terminate the Lease, sixty (60) days after providing written notice of said default and the resulting termination.

**WASTE AND  
HAZARDOUS  
MATERIALS**

19. Neither Lessor nor State shall knowingly commit, suffer or permit any waste, including Hazardous Materials, or nuisance on the Premises or any acts to be done thereon in violation of any laws or ordinances.

To Lessor's best knowledge, no Hazardous Materials, as that term is defined herein, were used, generated, stored, released, discharged or disposed of on, under, in, or about the Premises or transported to or from the Premises prior to CAL FIRE's initial occupancy of the Premises on October 1, 1960.

Lessor represents with respect to the Premises that neither Lessor nor any other person or entity under the control of, or with the knowledge of Lessor will cause or permit the use, generation, storage, release, discharge, or disposal of any Hazardous Materials on, under, in, or about the Premises or transported to or from the Premises.

As used in this Lease, the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code.

**ASSIGNMENT OR  
SUBLEASE**

20. DGS may sublet the Premises or the Hemet-Ryan AAB or assign this Lease or any interest therein, only with the prior written consent of Lessor, which shall not be unreasonably withheld. DGS acknowledges that only aviation uses are permitted on the Airport.

**EMINENT DOMAIN**

21. If the whole or any portion of the Premises or the Hemet-Ryan AAS shall be taken in eminent domain proceedings, or by sale in lieu of such taking to a governmental entity threatening to use the power of eminent domain, and which taking in the judgment of DGS, renders the Premises and/or the Hemet-Ryan AAB unsuitable for the continuation of the use and operation of the State of California, then this Lease shall terminate when possession is taken by the condemning entity.

If this Lease is terminated because of such taking, then all proceeds from any permanent or temporary taking, if any, shall be distributed to Lessor and DGS according to their respective interest. Lessor and DGS shall each have the right to represent its own interest, at its own cost and expense, in any proceedings arising out of such taking, and each of Lessor and DGS shall reasonably cooperate with the other, including, without limitation, settling with the condemning authority only with the other party's consent if such settlement would affect the other party's rights.

If this Lease is not terminated because of such taking, then it shall remain in full force and effect with respect to the remainder of the Premises and the Hemet-Ryan AAB.

Lessor and DGS each waives the provisions of the California Code of Civil Procedure, Section 1265.130, or any similar law that permits a party to petition a court to terminate the Lease upon a taking affecting the Premises or the Hemet-Ryan AAB, the parties agreeing that any such termination rights shall be only as expressly set forth in this Lease.

**NON-DISCRIMINATION**

22. During the performance of this Lease, Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 *et seq.*), the regulations promulgated there under (California Code of Regulations, Title 2, section 7285.0 *et seq.*), the provisions of Article 9.5, Chapter I, Part I, Division 3, Title 2 of the Government Code (Government Code, sections 11135-11139.5), and the regulations or standards adopted to implement such article.

**LIENS**

23. In the event State or its designees, at any time during the term of this Lease, causes any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Hemet-Ryan AAB or the Premises, State shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for State in, upon or about the Hemet-Ryan AAB or the Premises and which may be secured by any mechanic's, materialmen's, or other lien against the Hemet- Ryan AAB or the Premises or DGS' interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due; except that, if State desires to contest any such lien, it may do so. If any such lien is reduced to final judgment and such judgment or other process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, said stay thereafter expires, State shall forthwith pay and discharge said judgment.

**RELATIONSHIP OF PARTIES**

24. State and their agents and employees involved in the performance of this Lease shall act in an independent capacity and not as officers, employees or agents of Lessor. The employees of Lessor who participate in the performance of this Lease are not agents of the State.

**AMENDMENTS**

25. This Lease and the attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior agreements and understandings, and is intended to be the final expression of the Parties' intent in this matter, subject to any written amendments made from time to time. All exhibits attached to this Lease are incorporated in this Lease by this reference. This Lease includes nineteen (19) pages and includes five (5) exhibits: Exhibit A, Description and Exhibit C depiction of lease premises; Exhibit B, Description and Exhibit C, depiction of Temporary premises; Exhibit D, Insurance requirements; and Exhibit E, depiction of Helipad A area. This Lease may not be amended, changed, modified or altered without the prior written consent of the parties hereto.

**WAIVER**

26. The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

**NON-LIABILITY OF THE DGS AND STATE**

27. The delivery of this Lease and any indemnity provided in this Lease shall not directly, indirectly or contingently, obligate State or any other subdivision of the State of California to levy any form of taxation or to make any appropriation. Any obligation of State created by or arising out of this Lease shall not impose a debt or pecuniary liability upon the State, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State of California.

**LAW GOVERNING**

28. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California. Any action arising from or relating to this Lease shall be filed and maintained in San Bernardino County Superior Court, San Bernardino, California.

**SECTION HEADINGS**

29. All articles, paragraph and section headings, titles or captions contained in this Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**NOTICES**

30. All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To LESSOR

County of Riverside  
TLMA Aviation Division  
4080 Lemon Street, 14<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: County Airport Manager

To DGS:

Department of General Services  
Assistant Chief, Real Estate Leasing and  
Planning Section  
Real Estate Services Division  
707 Third Street  
West Sacramento, California 95605

To CAL FIRE:

CAL FIRE  
c/o: Chief Technical Services  
P.O. Box 944246  
Sacramento, California 94244-2460

Physical address for Certified or Overnight mail

California Department of Forestry and Fire  
Protection  
Technical Services  
1131 S Street  
Sacramento, California 95811  
Attn: Chief Technical Services

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other as hereinabove provided.

**SUCCESSORS  
AND ASSIGNS**

31. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

**HOLDING OVER**

32. In the event State remains in possession of the Premises after the expiration of the term of this Lease, or any extension or renewal thereof, this Lease shall automatically

extend on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

33. If anyone or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction and the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

34. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by DGS, CAL FIRE and Lessor, all with the same force and effect as though the same counterpart had been executed by DGS, CAL FIRE and Lessor.

35. In the event of any bankruptcy proceeding filed by Lessor, this Lease will not be treated as an executory contract and cannot be rejected by Lessor.

36. This Lease shall not be subordinate to any financing by Lessor unless Lessor provides an attornment and non-disturbance agreement, acceptable to the State. Lessor's fee interest shall not be subordinate to any financing by the State.

37. The CAL FIRE shall pay fees for landings only based on the following schedule:

All fixed wing aircraft with retardant carrying capability shall pay \$56.00 per landing and \$1.50 per 1000 pounds of gross certified landing weight in excess of the first 12,500 pounds ("Landing Fee"). No fees will be charged for the first 100 landings per calendar year of CAL FIRE airtankers. No fees will be charged for non-fixed wing aircraft and fixed wing aircraft without capability to carry retardant. County reserves the right to adjust these fees during the term, but in no event more frequently than once every five years from the commencement date and said adjustment shall be done as follows: Beginning on January 1, 2013 and each fifth January 1st thereafter during the term of the Lease, County may adjust the Landing Fee then in effect by the percentage change in the U.S. Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario Area ("CPI").

Beginning on January 1, 2013, the amount of the Landing Fee adjustment shall be determined by multiplying the \$56 fixed wing aircraft fee and the \$1.50 rate per 1000 pounds of gross certified landing weight in excess of the first 12,500 pounds by the total cumulative percentage change of all five previous CPI yearly figures when added together. In no event shall the maximum percentage change of any yearly CPI figure for any given year of the previous five years, when calculating the five year Landing Fee adjustment, exceed 7%. Each subsequent adjustment period shall be calculated pursuant to the above formula. However, in no event shall the adjusted Landing Fee as determined by the formula above be adjusted to an amount less than the previously adjusted Landing Fee amount.

In the event the above-mentioned CPI is discontinued prior to the expiration of this Lease, the County shall immediately request the Bureau of Labor Statistics of the U.S. Department of Labor to supply a formula for the conversion of the CPI to a similar index then available; and, said formula shall then be the basis for computation.

**LANDING FEES**

**NON-ENCUMBRANCE ATTORNMENT**

**BANKRUPTCY**

**EXECUTION**

**PARTIAL INVALIDITY**

**FUEL FLOWAGE  
FEE**

38. In the event that CAL FIRE should elect to self-fuel, a fuel flowage fee of 5% of the total net price (*i.e.*, the price of the fuel paid by CAL FIRE less any taxes or other fees) paid for all aviation fuel received by CAL FIRE or its contractors and subcontractors on the Premises from contractors and suppliers who are not lessees at the Airport. State will require that their contractors or suppliers who are delivering fuel on the Premises are insured and provide certificates of insurance and endorsements as required by section 13 above. There shall be no fees on the supply of oils or lubricants, or such similar products. CAL FIRE will furnish Lessor with duplicate invoices for any fuel delivered, together with payment of the fuel flowage fee, to Lessor within ninety (90) days of delivery.

**OPERATION AND  
MAINTENANCE  
OF THE AIRFIELD**

39. County will maintain the airport operations area in a safe and serviceable condition to the standards in F.A.A. Order 5190.6A. County reserves the right to further develop and improve the airport, and such development and improvement efforts may cause interruptions to availability and/or prevent the use of the airfield and its components. The County will endeavor to minimize the impact of the interruptions and closures and advise tenants and users as such activities are planned. The County will endeavor to schedule airport improvements after or before fire season.

**LESSOR'S  
RESERVED RIGHTS**

40. The Premises are accepted by the State subject to any and all existing easements or other encumbrances, and Lessor shall have the right to enter upon the Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone and telegraph power lines and such other facilities and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Premises or any part thereof. Riverside County TLMA Aviation Division staff shall have the option to travel through the Premises via Airport Road for access to the airport. Lessor also reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said Premises as Lessor may elect; provided, however, that no right of the Lessor provided for in this paragraph shall be executed so as to interfere unreasonably with State's use hereunder, or impair the security of any secured creditor of the State. Lessor shall cause the surface of the Premises to be restored to its original condition (as they existed prior to any such entry) upon the completion of any construction by Lessor or its agents. In the event such construction renders any portion of the Premises unusable, the rent shall abate pro rata as to such unusable portion during the period of such construction. Any right of Lessor set forth in this paragraph shall not be exercised unless a prior written notice of ninety (90) days is given to the State; provided, however, in the event such right must be exercised by reason of emergency, then Lessor shall give the State such notice in writing as is reasonable under the existing circumstances.

41. Lessor reserves the right to further develop or improve the aircraft operating area of the Airport as it deems appropriate. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the State from erecting or permitting to be erected, any building or other structure on the Airport, which in the reasonable opinion of Lessor, would limit usefulness of the Airport or constitute a hazard to aircraft.

42. During the time of war or national emergency, Lessor shall have the right to lease the landing area of the Airport, or any part thereof, to the United States Government for military use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended. In that event, a just and proportionate part of the rent hereunder

**FAA LEASE  
REQUIREMENTS**

shall be abated, and the period of such closure shall be added to the term of this Lease, or any extensions thereof, so as to extend and postpone the expiration thereof unless State otherwise elects to terminate this Lease.

43. This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to County of Federal funds for the development of the Airport. Provided however, such existing or future agreements shall not place upon the State any additional financial obligations or other obligations not expressly provided for under this Lease.

44. The Lessor, as owner of the airport, reserves unrestricted right of flight for the use and benefit of the public over and across said property.

45. Lessor, through its duly authorized agents, shall have, upon reasonable notice but not less than twenty-four (24) hours, during normal business hours, the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of the State hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this provided that the inspection does not unreasonably interfere with State's business.

46. This lease shall be subordinate to the terms and conditions of the instrument of transfer by which County obtained title to the airport by a quitclaim deed dated June 4, 1948, as recorded in Book 985, Page 567, of Official Records, Riverside County (the "Deed"). DGS and CAL FIRE acknowledge that Hemet-Ryan Airport was transferred to the County by the Federal Government and, as such, may require Federal Aviation Administration (FAA) consent to the Lease. If so required, the FAA's approval shall be considered a condition precedent under this Lease. Lessor agrees to cooperate with the State to obtain an attornment and non-disturbance letter and/or agreement from the FAA in a form acceptable to the State, acknowledging the FAA's consent to this Lease as well as the FAA's agreement that if the State is in compliance with the terms of this lease that any action by the Federal Government and/or the FAA under the Deed or any grant agreement shall not act to terminate the rights of the State under this Lease. Lessor agrees to take all actions necessary to avoid or cure any default by Lessor of the Deed or applicable grant assurances which could impair the rights of the State under this lease.

47. Subject to the requirements of Section 39 above, Lessor reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit, regardless of the desires or view of the State and without interference or hindrance.

48. Subject to the requirements of Section 39 above, this Lease shall be subordinate to the provisions and requirements of any existing or future agreements between the Lessor and the United States relative to the development of, operation, or maintenance of the Airport.

49. There is hereby reserved to the Lessor, 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 and Temporary 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 Airport.

50. The State 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 Premises, or in the event of any planned modification or



alteration of any present or future building or structure situated on the Premises and Temporary Premises.

51. The State expressly agree for themselves, their successors and assigns that they will not erect nor permit the erection of any structure or object, nor permit the growth of any trees, on the Premises or the Temporary Premises 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 United States Department of Transportation and the Lessor, which approval can be sought by submitting FAA Form 7460-1. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises or the Temporary Premises and to remove the offending structure or object and cut the offending trees, all of which shall be at the expense of CAL FIRE.

52. The State expressly agrees for themselves, their successors and assigns that they will not make use of the Premises or the Temporary Premises in any manner, which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises or the Temporary Premises and cause the abatement of such interference at the expense of CAL FIRE.

53. It is understood and agreed that although the State has the exclusive right to use the Premises and the Temporary Premises, that the granting of this Lease and the rights hereunder is not a grant of an exclusive right within the meaning of 49 U.S.C. §40103(e).

54. This Lease 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 the Airport by the United States during time of war or national emergency. Nothing herein is intended to be a waiver of any claim by the State against the United States for such action.

55. In the event of any litigation or arbitration between the State and Lessor to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all reasonable costs and expenses, including reasonable attorneys' fees, incurred herein by the successful party, all of which shall be included in and as part of the judgment or award rendered in such litigation or arbitration.

**ATTORNEYS'  
FEES AND COSTS**

56. Upon execution of this Lease by the parties hereto, Lessor shall acknowledge this Lease in such a manner that it will be acceptable by the County Recorder for recordation purposes, and thereafter, Lessor shall cause this Lease to be recorded in the Office of the County Recorder of Riverside County forthwith and furnish DGS with a conformed copy thereof.

**RECORDATION**

57. Subject to FAA review and approval, DGS and CAL FIRE shall have the right to remove and replace lessor's helipad improvements, identified hereto as Helipad A and depicted within Exhibit "E". The replacement helipad shall be constructed at a site that is mutually agreeable by Lessor and ~~location~~ outside of the subject Premises. The new helipad shall be constructed in like-manner of the current helipad, and at CAL FIRE's sole cost and expense.

**RELOCATION**

58. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain lease for premises located at Hemet-Ryan Airport, dated December 26, 2007, by and between County of Riverside as Lessor, and the State of California by and through its Director of the Department of General Services.

**SUPERSEDING  
AN EXISTING  
LEASE**

\_\_\_\_\_ 2022.

IN WITNESS WHEREOF, this Ground Lease has been executed by the parties hereto as of the \_\_\_\_ day of \_\_\_\_\_

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COUNTY OF RIVERSIDE

DEPARTMENT OF GENERAL SERVICES  
OF THE STATE OF CALIFORNIA

By Jeff Hewitt  
Jeff Hewitt, Chair, Board of Supervisors

By \_\_\_\_\_  
Trevor Johnson, Real Estate Officer  
Real Estate Leasing and Planning Section

By \_\_\_\_\_  
James McNearney, Leasing Manager  
Real Estate Leasing and Planning Section

ATTEST:

AGREED: DEPARTMENT OF FORESTRY AND FIRE  
PROTECTION

By Kelcia R. Harper  
KELCIA R. HARPER, Clerk of the Board

By \_\_\_\_\_  
James DeGraff, Real Property Manager  
Technical Services Section

APPROVED AS TO CONTENT:

By \_\_\_\_\_

APPROVED AS TO FORM:

By Ryan Yabko RYAN YABKO, Deputy  
Gregory P. Priamos, County Counsel  
Deputy County Counsel

(ATTACHED BEHIND THIS PAGE)

EXHIBIT A  
LEGAL DESCRIPTION AND DEPICTION

EXHIBIT D  
INSURANCE REQUIREMENTS

(a) **Workers Compensation.** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B), including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of CAL FIRE, DGS and Lessor.

(b) **Commercial General Liability.** Commercial general liability insurance coverage shall be maintained, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. The policy shall name the CAL FIRE, DGS and Lessor, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(c) **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the contractual obligations, then the Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The policy shall name the CAL FIRE, DGS and Lessee, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) **Course of Construction Insurance.** During the full term of construction of the planned improvements, DGS and/or CAL FIRE shall purchase and maintain or cause to be purchased and maintained All Risk Builder's Risk insurance (Completed Value Form), including earthquake and flood for the Hemet-Ryan AAB, and, 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. The policy shall also include as insured property the scaffolding, falsework, and temporary buildings located on the Hemet-Ryan AAB site, and the cost of demolition and debris removal. If the Contractor or others ensure scaffolding, falsework and temporary buildings separately, evidence of such separate coverage shall be provided to DGS, CAL FIRE, and 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. The policy shall include as named insureds CAL FIRE, DGS and Lessor.

(e) **Pollution Liability Insurance.** Fuel suppliers shall, during the term of this Lease, maintain Commercial Automobile Liability Insurance, including an MCS-90 Endorsement covering all vehicles used to transport fuel to the Airport for State's operations with limits of not less than \$5,000,000 each accident.

(f) **General Insurance Provisions.**

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

(2) Insurance deductibles or self-insured retentions are the responsibility of the Contractor. Deductibles or self insured retentions that exceed \$500,000 must be approved by the County Risk Manager. Upon notification of deductibles or self insured retentions unacceptable to the County, and at the election of the County's Risk Manager, Contractor(s) shall either: 1) reduce or eliminate such deductibles or self-insured retentions; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Contractor shall furnish the CAL FIRE, DGS and Lessor with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification of coverage or cancellation of such insurance. In the event of a material modification of coverage or cancellation of such insurance, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or, if requested, certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.

The Contractor shall not commence operations until CAL FIRE, DGS and Lessor have been furnished original Certificate(s) of Insurance and certified original copies of endorsements or, if requested, policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the endorsements for each policy and the Certificate of Insurance.

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

EXHIBIT 'A'  
Legal Description

HEMET-RYAN AIR ATTACK BASE LEASE


A portion of Parcel "A" as shown on the Hemet-Ryan Airport Parcel Computations Map 836-JJ, dated May 1974, within the Southwest Quarter of the Southeast Quarter of Section 18, Township 05 South, Range 01 West, San Bernardino Meridian, County of Riverside, State of California, further described as follows:

Commencing at the South Quarter corner of said Section 18, marked by a found 1-1/4" iron pipe with an illegible yellow plastic cap; thence, North 66°27'11" East 557.65 feet to the Point of Beginning; thence, from said Point of Beginning, the following fifteen (15) courses:

- 1) North 23°32'49" West, 95.50 feet,
- 2) South 66°27'11" West, 17.00 feet,
- 3) North 23°32'49" West, 64.50 feet,
- 4) South 66°27'11" West, 110.00 feet,
- 5) North 23°32'49" West, 696.05 feet,
- 6) North 63°21'17" East, 635.93 feet,
- 7) South 23°32'49" East, 890.42 feet,
- 8) North 66°27'11" East, 231.75 feet,
- 9) South 23°32'49" East, 275.62 feet,
- 10) South 66°27'11" West, 174.93 feet,
- 11) 244.91 feet along a tangent curve to the right, having a radius of 475.00 feet, through a central angle of 29°32'30",
- 12) North 84°00'19" West, 17.06 feet,
- 13) 36.01 feet along a tangent curve to the left, having a radius of 123.50 feet, through a central angle of 16°42'17"
- 14) North 23°32'49" West, 192.49 feet,
- 15) South 66°27'11" West, 282.32 feet,  
to the Point of Beginning, being 14.99 acres, more or less.

END OF DESCRIPTION

The bearings for this description are based on Geodetic North as determined by autonomous static GPS observations post processed by NGS-OPUS software.

  
Jeffrey D. Gawronski      PLS No. 7733      9-23-2021      Date





*[Signature]*  
 \_\_\_\_\_  
 PLS No. 7733 Date 9-23-21

The bearings for this description are based on Geodetic North as determined by autonomous static GPS observations post processed by NGS-OPUS software.

END OF DESCRIPTION

- 1) North 23°32'49" West, 518.32 feet,
- 2) North 66°27'11" East, 476.34 feet,
- 3) South 14°37'55" East, 160.96 feet,
- 4) 94.16 feet along a tangent curve to the right, having a radius of 75.00 feet through a central angle of 71°55'58",
- 5) South 57°18'03" West, 77.14 feet,
- 6) 105.83 feet along a tangent curve to the left, having a radius of 75.00 feet through a central angle of 80°50'53",
- 7) South 23°32'49" East, 85.57 feet,
- 8) South 66°27'11" West, 110.00 feet,
- 9) South 23°32'49" East, 125.00 feet,
- 10) South 66°27'11" West, 140.00 feet

Commencing at the South Quarter corner of said Section 18, marked by a found 1-1/4" iron pipe with illegible yellow plastic cap; thence, North 66°27'11" East 1065.65 feet to the Point of Beginning; thence, from said Point of Beginning, the following ten (10) courses:

A portion of Parcel "A" as shown on the Hemet-Ryan Airport Parcel Computations Map 836-JJ, dated May 1974, within the Southwest Quarter of Section 18, Township 05 South, Range 01 West, San Bernardino Meridian, County of Riverside, State of California, further described as follows:

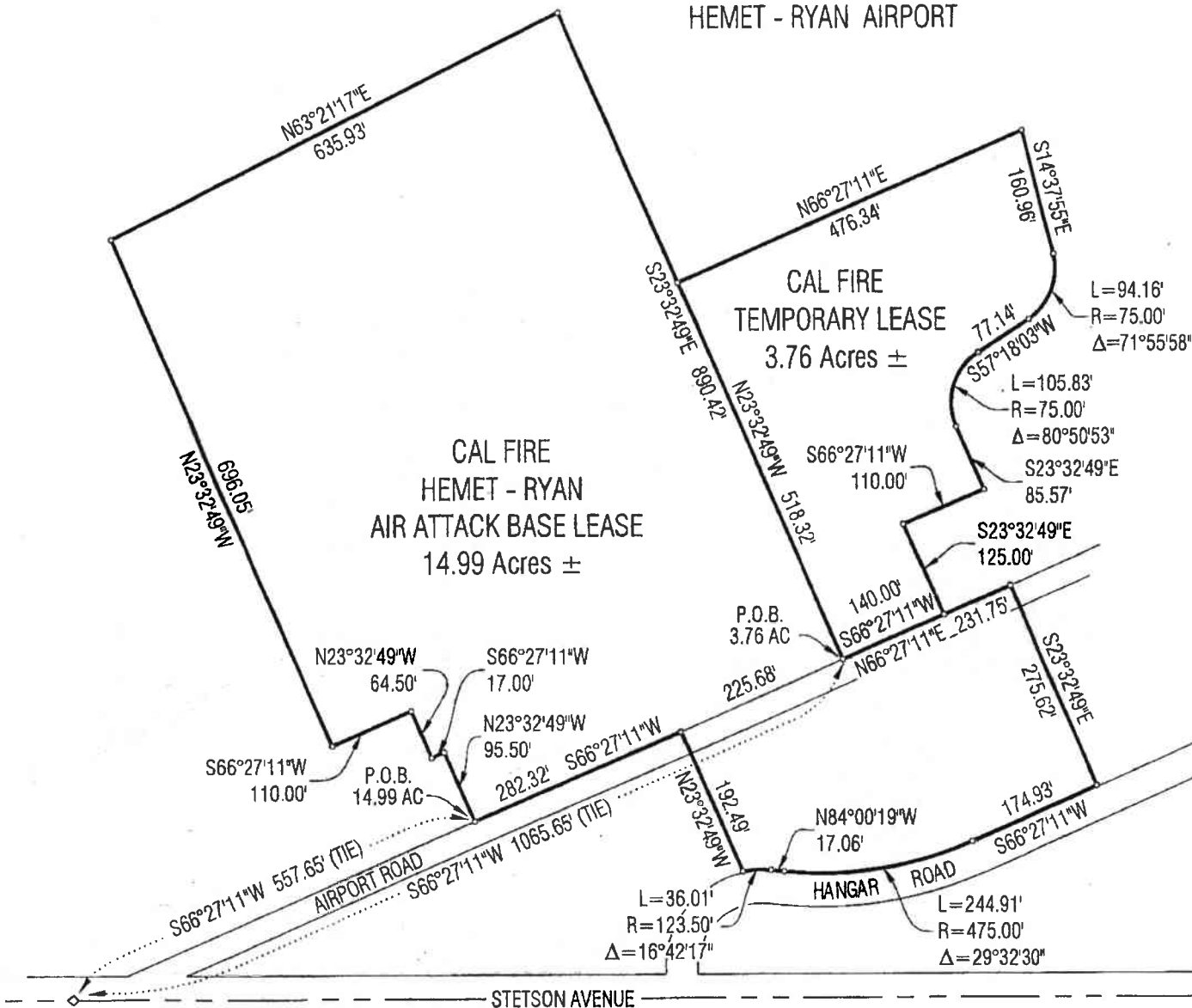
HEMET-RYAN AIR ATTACK BASE TEMPORARY LEASE

EXHIBIT 'B'  
 Legal Description



# EXHIBIT 'C'

HEMET - RYAN AIRPORT



SOUTH-1/4  
OF SEC. 18  
T.5S., R.1W.,  
S.B.M.

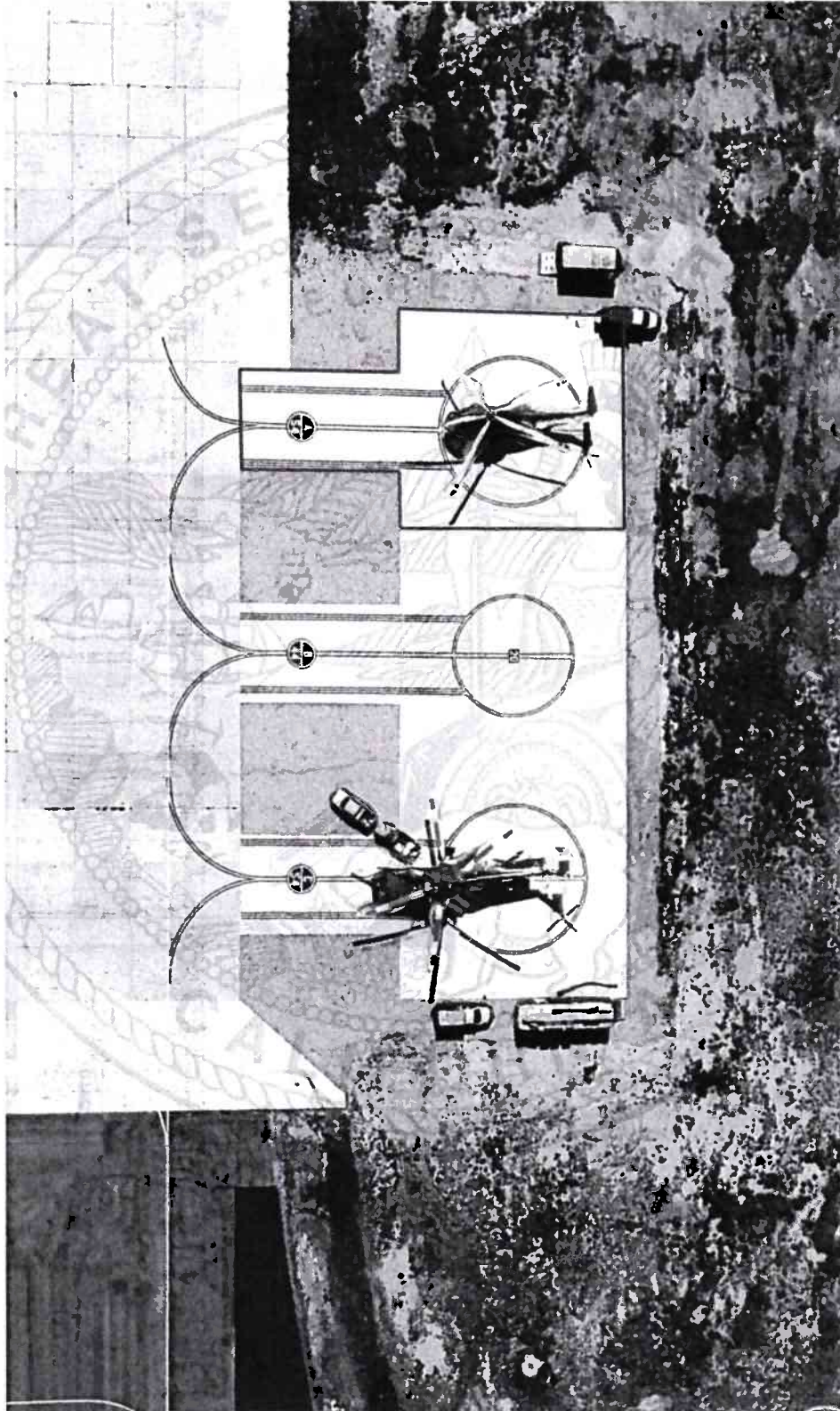
## HEMET-RYAN AIR ATTACK BASE

WITHIN THE SW-1/4 OF THE SE-1/4 OF SECTION 18,  
TOWNSHIP 05 SOUTH, RANGE 01 WEST,  
SAN BERNARDINO MERIDIAN  
RIVERSIDE COUNTY, CALIFORNIA

PREPARED BY:  
CAL FIRE TECHNICAL SERVICES SECTION,  
LANDS UNIT ON 9/22/2021

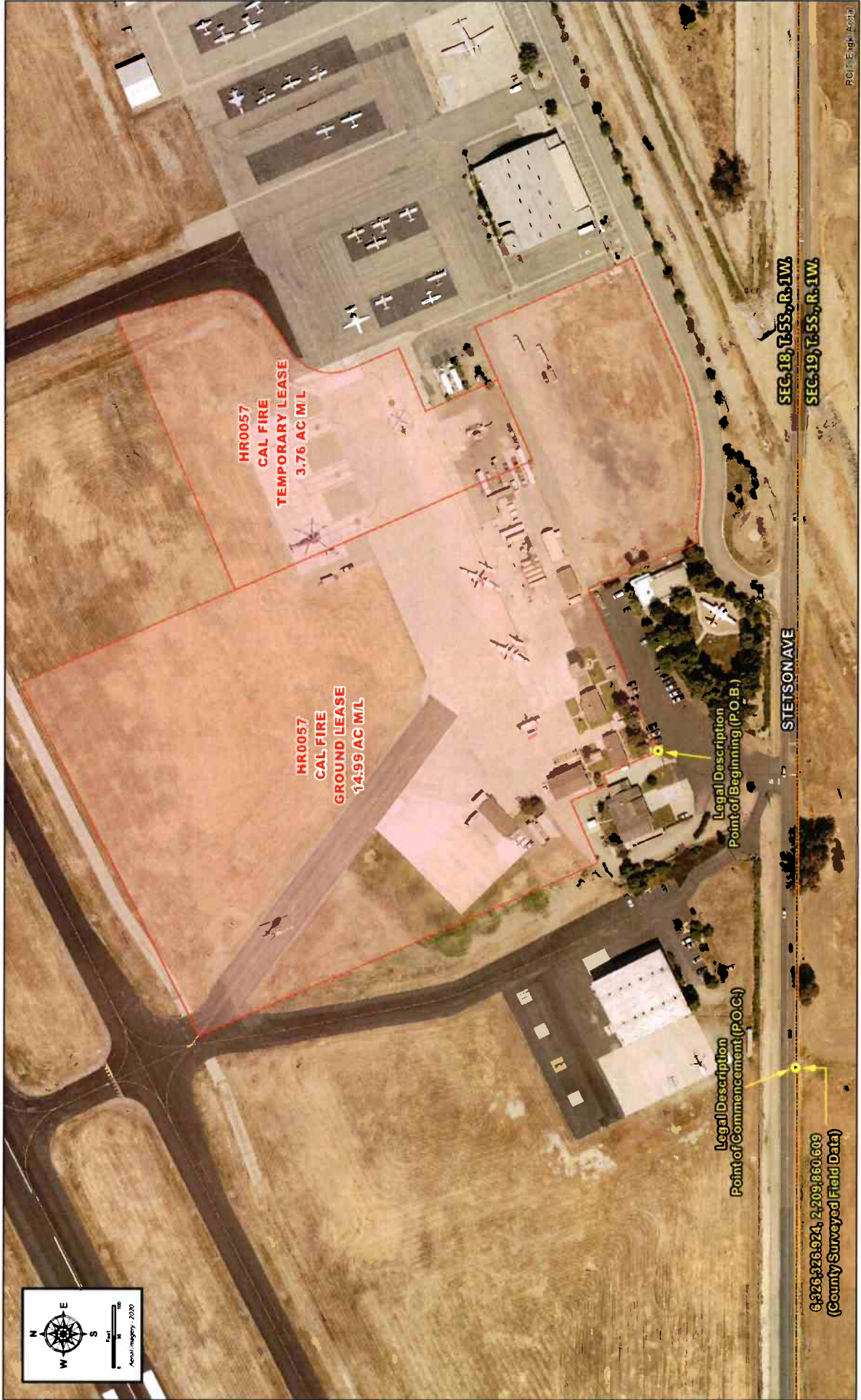


EXHIBIT E  
HELIPAD A



# HEMET RYAN AIRPORT

## CAL FIRE HEMET-RYAN AIR ATTACK BASE



G526, 526, 924, 2, 209, 860, 689  
(County Surveyed Field Data)